City Council Regular Meeting

Thursday, June 13, 2024
6:00 p.m.

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

CHANDLER
arizona
Community of Innovation

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

Front row
Councilmember Jane Poston, Councilmember Angel Encinas, Councilmember 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, June 13, 2024, at 6:00 p.m., in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona. One or more members of the Chandler City Council may attend this meeting by telephone.

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

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

Regular Meeting Agenda

City Council Strategic Framework Focus Areas: Legend

- Community Safety
- Neighborhoods
- Quality of Life
- Sustainability and Technology
- Connectivity
- Economic Vitality

Call to Order

Roll Call

Invocation - Pastor Robert Felix, Chandler Presbyterian 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 June 13, 2024, Regular Meeting, Items 1 - 32.

Airport

1. **Construction Agreement No. AI2206.401, with Rural Electric, Inc., for the Automated Weather Observing System (AWOS) Replacement**

   Move City Council award Construction Agreement No. AI2206.401 to Rural Electric, Inc., for the Automated Weather Observing System (AWOS) replacement, in an amount not to exceed $225,800.

   Council Focus Area(s):

City Clerk

2. **Approval of Minutes**

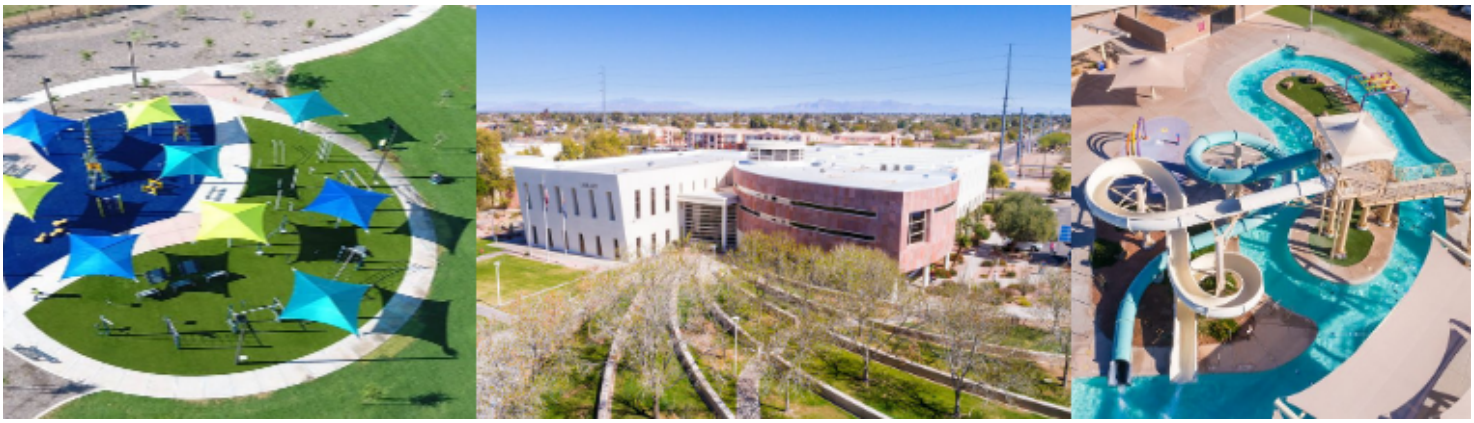
   Move City Council approve the Council meeting minutes of the Special Meeting - Budget Briefing of April 26, 2024; the Special Meeting of May 20, 2024; the Study Session of May 20, 2024; the Work Session of May 23, 2024; the Regular Meeting of May 23, 2024; and the Special Meeting of June 3, 2024.

City Manager

3. **Resolution No. 5813 Authorizing the Execution of a License Agreement with Salt River Project (SRP), Granting the City Access to SRP Property on the Northwest Corner of Frye Road and the Consolidated Canal for the Construction, Maintenance, and Operation of Frye Road Collector Street Improvements**

   Move City Council pass and adopt Resolution No. 5813 authorizing the execution of a license agreement with Salt River Project (SRP), granting the city access to SRP property on the northwest corner of Frye Road and the Consolidated Canal for the construction, maintenance, and operation of Frye Road collector street improvements.

   Council Focus Area(s):



Community Services

4. **Professional Services Agreement No. PR2205.451, with Dibble CM, LLC, for the Brooks Crossing Park Improvements Construction Management Services**

   Move City Council award Professional Services Agreement No. PR2205.451 to Dibble CM, LLC, for the Brooks Crossing Park Improvements Construction Management Services, in an amount not to exceed $131,480.

   Council Focus Area(s):

5. **Resolution No. 5811 Authorizing an Intergovernmental Agreement with Chandler Unified School District No. 80**

   Move City Council pass and adopt Resolution No. 5811 authorizing an Intergovernmental Agreement (IGA) between Chandler Unified School District (CUSD) No. 80 and the City of Chandler for the shared use of City and District property and the waiver of facility fees and defined development-related fees.

   Council Focus Area(s):

6. **Job Order Project Agreement No. PR2205.401 with DNG Construction, LLC, Pursuant to Job Order Master Agreement No. JOC2420, for the Brooks Crossing Park Improvements**

Move City Council award Job Order Project Agreement No. PR2205.401 to DNG Construction, LLC, Pursuant to Job Order Master Agreement No. JOC2420, for the Brooks Crossing Park Improvements, in an amount not to exceed $1,987,588.

Council Focus Area(s):

Development Services

7. **Final Adoption of Ordinance No. 5099, Rezoning PLH23-0056 Viviendo, Located at the Southeast Corner of Ocotillo and McQueen Roads**

Rezoning

Move City Council adopt Ordinance No. 5099 approving PLH23-0056 Viviendo, Rezoning from PAD for Neighborhood Commercial and congregate care to PAD for single-family residential, subject to the conditions as recommended by Planning and Zoning Commission.

Council Focus Area(s):

8. **Introduction and Tentative Adoption of Ordinance No. 5101, Rezoning, PLH23-0057 Guerrero Residence, 943, 953 and 963 North Mill Avenue, Generally Located ½ Mile East of the Southeast Corner of Kyrene and Ray Roads**

Move City Council introduce and tentatively adopt Ordinance No. 5101 approving PLH23-0057 Guerrero Residence, Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for Single-Family Residential with reduced setbacks, subject to the conditions as recommended by Planning and Zoning Commission.

Council Focus Area(s):

9. **Introduction and Tentative Adoption of Ordinance No. 5102, Rezoning, PLH23-0070 Chandler Palms Medical Offices, located at 500 N. Juniper Drive, Generally Located 1/2 Mile North and West of Chandler Boulevard and McClintock Drive**

Move City Council introduce and tentatively adopt Ordinance No. 5102 approving PLH23-0070 Chandler Palms Medical Offices, amending the existing PAD to allow medical office uses, subject to the conditions as recommended by Planning and Zoning Commission.

Council Focus Area(s):

10. **Introduction and Tentative Adoption of Ordinance No. 5103, Annexation, ANX23-0003, Approving the Annexation of Approximately 13.57 Acres of Land South of the Southeast Corner of Arizona Avenue and Germann Road**

Move City Council introduce and tentatively adopt Ordinance No. 5103 approving ANX23-0003 Annexation of 13.57 acres located at the southeast corner of Arizona Ave and Germann Road, as recommended by Planning staff.

Council Focus Area(s):

11. **Preliminary Plat PLT23-0039 Chandler Innovation Center, Generally Located 1/4 Mile South of the Southeast Corner of Arizona Avenue and Germann Road**

Move City Council approve Preliminary Plat PLT23-0039 Chandler Innovation Center, subject to conditions as recommended by the Planning and Zoning Commission.

Council Focus Area(s):

12. **Use Permit and Entertainment Use Permit, PLH24-0004 The Forum, for a Time Extension for a Series 6 Bar License and an Entertainment Use Permit for Live Music Inside and on an Outdoor Patio at 2301 South Stearman Drive, Generally Located South of the Southwest Corner of Gilbert and Germann Roads**

Move City Council approve Use Permit and Entertainment Use Permit, PLH24-0004 The Forum, subject to the conditions recommended by Planning and Zoning Commission.

Council Focus Area(s):

Facilities and Fleet

13. **Agreement No. FS2-928-4310, Amendment No. 3, for Auto Body Repair Services**
Move City Council approve Agreement No. FS2-928-4310, Amendment No. 3, with Allard Collision, LLC, for auto body repair services, for an amount not to exceed $250,000, for the period of July 1, 2024, through June 30, 2025.

Council Focus Area(s):

Information Technology

14. **Agreement No. 4506, Amendment No. 4, with WalkMe, Inc., for the Digital Adoption Platform**
Move City Council approve Agreement No. 4506, Amendment No. 4, with WalkMe, Inc., for the Digital Adoption Platform, in an amount not to exceed or total $161,700, for the period of one year, beginning June 30, 2024, through June 29, 2025.

Council Focus Area(s):

15. **Agreement No. 4730, for Permitting Software and Support Services**

Move City Council approve Agreement No. 4730, with Accela, Inc., for permitting software and support services, for a period of five years, in an amount not to exceed $754,654 in the first year.

Council Focus Area(s):

16. **Purchase of Upgrade for Virtual Meeting Hardware and Software**

Move City Council approve the purchase of Cisco Webex room kit upgrades, from Sentinel Technologies, Inc., utilizing the 1GPA Agreement No. 22-02PV-18, in an amount not to exceed $695,000.

Council Focus Area(s):

17. **Purchase of Information Technology Research Subscription Services**

Move City Council approve the purchase of information technology research subscription services, from Gartner, Inc., utilizing the State of Arizona Contract No. CTR053240, in an amount not to exceed $244,873, for the period of one year, beginning July 1, 2024, through June 30, 2025.

Council Focus Area(s):

18. **Purchase of Information Technology Temporary Staffing Services**

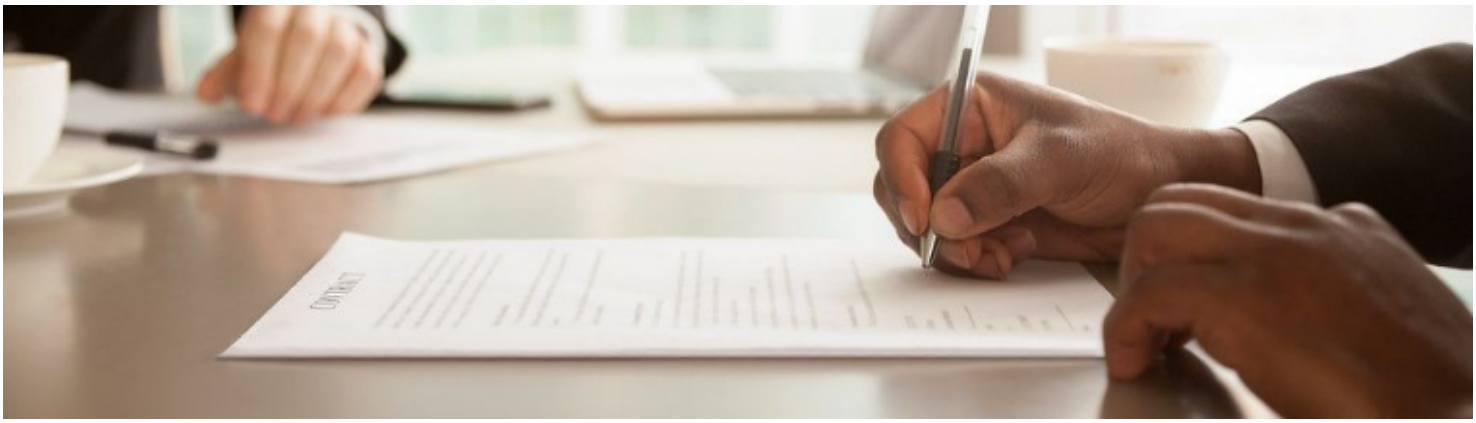
Move City Council approve the purchase of information technology temporary staffing services, from Computer Aid, Inc., utilizing the Sourcewell Contract No. 071321-CAI, in an amount not to exceed $7,129,534, for a period of one year, beginning July 1, 2024, through June 30, 2025.

Council Focus Area(s):

19. **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. R190801, in the amount of $408,635, for a period of one year, beginning August 1, 2024, through July 31, 2025.

Council Focus Area(s):



Management Services

20. **Resolution No. 5799 Authorizing Submittal of an Indian Gaming Revenue Sharing Grant Application from Dignity Health Foundation - East Valley to Ak-Chin Indian Community**

Move City Council pass and adopt Resolution No. 5799 authorizing the submittal of a $206,648 pass-through Indian Gaming Revenue Sharing Grant Application from the Dignity Health Foundation – East Valley to the Ak-Chin Indian Community for a Pilot Behavioral Health Program.

Council Focus Area(s):

21. **Agreement No. IT1-918-4343, Amendment No. 3, for Business License Portal Applications and Managed Support Services**

Move City Council approve Agreement No. IT1-918-4343, Amendment No. 3, with Parsus Solutions, LLC, for business license portal applications and managed support services, in an amount not to exceed $300,000, for the period of one year, beginning June 15, 2024, through June 14, 2025.

Council Focus Area(s):

22. **New License Series 12, Restaurant Liquor License Application for Wade Alan Stooks, Agent, Gravity Solutions Chandler, LLC, DBA Slick City Action Park**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 282704, a Series 12, Restaurant Liquor License, for Wade Alan Stooks, Agent, Gravity Solutions Chandler, LLC, DBA Slick City Action Park, located at 845 N. 54th Street, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 306816.

Council Focus Area(s):

Neighborhood Resources

23. **Resolution No. 5810, Approving and Authorizing Agreements with Recovery Cafe Arizona and EMPACT-Suicide Prevention Center for the Provision of Opioid Treatment and Prevention Services**

Move City Council pass and adopt Resolution No. 5810, approving and authorizing agreements with Recovery Cafe Arizona and EMPACT-Suicide Prevent Center, for the provision of Opioid treatment and prevention services, in the aggregate amount of $100,000.

Council Focus Area(s):

24. **Resolution No. 5814, Approving Amendment No. 1 to Intergovernmental Agreement No. CC-22-24-037-X-00 for Housing Stability Services**

Move City Council pass and adopt Resolution No. 5814 approving Amendment No. 1 to Intergovernmental Agreement No. CC-22-24-037-X-00 between Maricopa County, administered by its Human Services Department, and the City of Chandler to accept Community Services Block Grant funds in the amount of $150,000 for Housing Stability Services; authorizing the City Manager to assign all related documents and assurances on behalf of the City of Chandler; and authorizing the City Manager to take all action necessary or prudent to implement the grant.

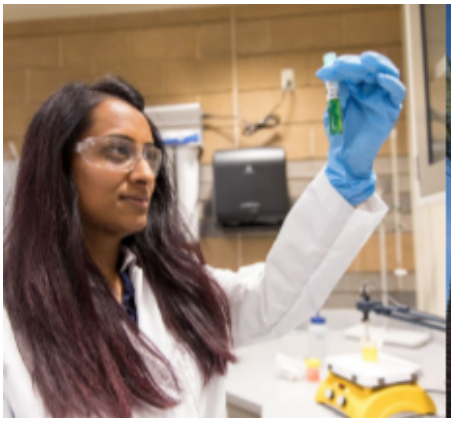
Council Focus Area(s):

Police Department

25. **Purchase of Handheld Narcotics Analyzers**

Move City Council approve the purchase of handheld narcotics analyzers, from Thermo Scientific Portable Analytical Instruments, Inc., in the amount of $152,527.49.

Council Focus Area(s):



Public Works and Utilities

26. **Final Adoption of Ordinance No. 5098 Granting a Non-Exclusive Underground High Voltage Power Easement to Salt River Project Agricultural Improvement and Power District to Accommodate the Installation of Electric Vehicle Charging Stations on the Amazon Site at 3405 S. McQueen Road, Chandler, Arizona**

Move City Council approve final adoption of Ordinance No. 5098 granting a Non-Exclusive Underground High Voltage Power Easement to SRP, in consideration for the payment of $18,500.00 to accommodate the installation of electric vehicle charging stations on the Amazon site at 3405 S. McQueen Road, Chandler, Arizona.

Council Focus Area(s):

27. **Introduction and Tentative Adoption of Ordinance No. 5100 Authorizing a Contract and Grant of Easement with the United States of America for Irrigation Facilities Located at the Northwest Corner of Dobson Road and Pecos Road**

Move City Council introduce and tentatively adopt Ordinance No. 5100 authorizing the City of Chandler to enter into a Contract and Grant of Easement with the United States of America for irrigation facilities located at the northwest corner of Dobson Road and Pecos Road in consideration for payment of the market value of the property from CRP/Sparrow Chandler Owner, LLC.

Council Focus Area(s):

28. **Agreement No. PW0-745-4183, Amendment No. 9, 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. 9, with M.R. Tanner Development and Construction, Inc., for street maintenance repaving, surface seal, and repair services, increasing the spending limit by $400,000.

Council Focus Area(s):

29. **Professional Services Agreement No. WA2103.452, Amendment No. 1, with Jacobs Engineering Group, Inc., for the Pecos Surface Water Treatment Plant SCADA Upgrades - Programming**

Move City Council award Professional Services Agreement No. WA2103.452, Amendment No.1, to Jacobs Engineering Group, Inc., for the Pecos Surface Water Treatment Plant SCADA Upgrades - Programming, increasing the agreement amount by $1,398,805.

Council Focus Area(s):

30. **Professional Services Agreement No. WA2103.451, Amendment No. 4, with Jacobs Engineering Group, Inc., for the Pecos Surface Water Treatment Plant SCADA Upgrades Construction Management Services**

Move City Council award Professional Services Agreement No. WA2103.451, Amendment No. 4, to Jacobs Engineering Group, Inc., for the Pecos Surface Water Treatment Plant SCADA Upgrades Construction Management Services, increasing the agreement amount by $1,286,450.

Council Focus Area(s):

31. **Construction Manager at Risk Construction Services Agreement No. WA2103.402, with Archer Western Construction, for the Pecos Surface Water Treatment Plant SCADA Upgrades GMP-2**

Move City Council award CMAR Construction Services Agreement No. WA2103.402, to Archer Western Construction, for the Pecos Surface Water Treatment Plant SCADA Upgrades GMP-2, in an amount not to exceed $8,360,342.

Council Focus Area(s):

32. **Construction Manager at Risk (CMAR) Construction Services Agreement No. WW2210.401, Change Order No. 1, with B&F Contracting, Inc., for the Price Road Frontage Road Sewer Rehabilitation**

Move City Council award CMAR Construction Services Agreement No. WW2210.401, Change Order No. 1, to B&F Contracting, Inc., for the Price Road Frontage Road Sewer Rehabilitation, in an amount not to exceed $1,064,143.72.

Council Focus Area(s):

Public Hearing

33. **Public Hearing on Adoption of the FY 2024-25 Annual Budget, 2025-2034 Capital Improvement Program (CIP), and Setting the FY 2024-25 Property Tax Levies**

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

Council Focus Area(s):

Informational

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

35. **May 1, 2024, Planning and Zoning Commission Meeting Minutes**

Unscheduled Public Appearances

Current Events

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

Adjourn

CHANDLER arizona
Community of Innovation

City Council Memorandum Airport Memo No. CP21-152

Date: June 13, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Ryan Reeves, Airport Manager
Daniel Haskins, Capital Projects Division Manager
From: Rachel Marx, Engineer
Subject: Construction Agreement No. AI2206.401, with Rural Electric, Inc., for the Automated Weather Observing System (AWOS) Replacement

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Proposed Motion:

Move City Council award Construction Agreement No. AI2206.401 to Rural Electric, Inc., for the Automated Weather Observing System (AWOS) replacement, in an amount not to exceed $225,800.

Background/Discussion:

The Airport Weather Observing System (AWOS) at the Chandler Municipal Airport serves the flying public as a critical item for aviation safety. AWOS provides pilots data such as cloud ceiling and sky conditions, runway surface conditions, precipitation, visibility, temperature, dew point, and altimeter setting, as well as the wind speed, gusts, and wind direction. The existing AWOS equipment, installed in 2012, is nearing the end of its useful life, and the manufacturer's supply of replacement components is limited. This project will greatly reduce the ongoing maintenance costs of the aging AWOS currently installed.

The project scope of work includes the replacement of the existing AWOS with a new system that adds precipitation identification, intensity, and thunderstorm/lightning reporting (AWOS III-PT) equipment on the existing AWOS facility foundations and towers located at the Chandler Municipal Airport.

The agreement completion time is 300 calendar days following notice to proceed.

Evaluation:

Three (3) bids were opened on April 9, 2024. The bid results were as follows:

Contractor	Bid Total
Rural Electric, Inc.	$225,800.00
Pavex Corp	$244,154.00
Scenic Electric, Inc.	$298,246.00

Financial Implications:

This project is principally funded through federal and state grants. The city's local match will be $10,093.26 from the Airport Operating Fund.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
417.4110.6910.0000.6AI661	Capital Grant Fund	Automated Weather Observation Syste	$215,706.74	Y
635.4110.6910.0000.6AI661	Airport Operating Fund	Automated Weather Observation Syste	$10,927.20	Y

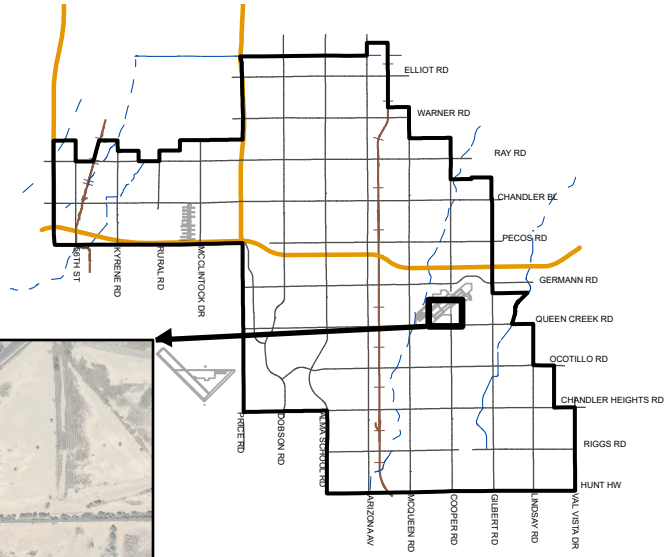
Attachments

Location Map

Contract

CHANDLER arizona

AWOS REPLACEMENT
PROJECT NO. AI2206.401



MEMO NO. CP24-152

AWOS REPLACEMENT

NTS

ChanGIS

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CITY OF CHANDLER, ARIZONA

AUTOMATED WEATHER OBSERVING SYSTEM (AWOS) REPLACEMENT
City Project No. AI2206.401
FAA Project No. 3-04-0008-033-2023

ADDENDUM NO. 1

Date: March 15, 2024

1. Bidder must acknowledge the receipt of this addendum on the Proposal Acknowledgement page of the **BID SUBMITTAL**. This addendum, containing **1 page,** is hereby incorporated into the Construction Agreement by this reference.

2. Site visit will be held at **The Chandler Municipal Airport** on **Friday March 22nd**, **2024,** at **2380 S Stinson Way, Chandler, AZ 85286**, Chandler, Arizona 85286 from **1:30PM** local Arizona time to **2:30PM** local Arizona time. Make sure to arrive promptly in the terminal building lobby.

If you have any questions, please e-mail: **raquel.diaz@chandleraz.gov**.

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer
Public Works & Utilities Dept. – Capital Projects

CITY OF CHANDLER, ARIZONA

AUTOMATED WEATHER OBSERVING SYSTEM (AWOS) REPLACEMENT
City Project No. AI2206.401
FAA Project No. 3-04-0008-033-2023

ADDENDUM NO. 2

Date: March 27, 2024

1. Bidder must acknowledge the receipt of this addendum on the Proposal Acknowledgement page of the **BID SUBMITTAL**. This addendum, containing **2 pages**, is hereby incorporated into the Construction Agreement by this reference.

2. Questions:

1. Project specification requires a secondary Ultrasonic wind sensor on AWOS tower, where will the secondary wind sensor data display?

   Answer 1: The secondary wind sensor data will display in the ATC cab. Note: The Ultrasonic brand is not required, and other brands are acceptable, provided the brand will communicate with the tower equipment.

2. Existing RM Young Skyvane (wind sensor) tower location appears to have an additional sensor, the additional sensor is located at approximately 8 feet on the tower. Please clarify, is the contractor to provide a like system? If so, what are the specifications of the 2nd wind sensor system?

   Answer 2: The intent is for the wind sensor and dew point sensor (and associated comm/power) to be relocated to the AWOS tower. Contractor is to provide similar system.

3. Tower is using an ATIS system with an ATIS VHF radio, the ATIS radio is considered primary and used for the AWOS via an ATIS switch. Project specification requires AWOS VHF radio, will the AWOS VHF radio be used as a spare, what is the City's intention, please clarify VHF radio requirement.

   Answer 3: The VHF radio is to be used as a spare.

If you have any questions, please e-mail: **raquel.diaz@chandleraz.gov**.

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer
Public Works & Utilities Dept. – Capital Projects

City of Chandler, Arizona
Public Works & Utilities Department
Capital Projects Division

CONSTRUCTION BID

AUTOMATED WEATHER OBSERVING SYSTEM (AWOS) REPLACEMENT

CITY PROJECT NO.: AI2206.401
FAA PROJECT NO.: 3-04-0008-033-2023

MAYOR
Kevin Hartke

VICE MAYOR
OD Harris

COUNCIL
Matt Orlando Christine Ellis
Mark Stewart Angel Encinas Jane Poston

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

CITY OF CHANDLER, ARIZONA

CONSTRUCTION BID

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INVITATION TO BID

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(if applicable)

FEDERAL PROVISIONS
(if applicable)

LEGAL AD DEPARTMENT

INVITATION TO BID

AUTOMATED WEATHER OBSERVING SYSTEM (AWOS) REPLACEMENT

CITY PROJECT NO.: AI2206-401
FAA PROJECT NO: 3-04-0008-033-2023

NOTICE IS HEREBY GIVEN that sealed bids will be received and date/time stamped by the City of Chandler Capital Projects Office, 215 East Buffalo Street, Chandler, Arizona 85225 until the bid submission date specified below.

All firms must be registered on the Arizona Procurement Portal (https://app.az.gov/) vendor registration system prior to submitting a Bid. Non-registered firms will not receive addenda notifications. Download the Bid Documents and any Addenda at www.chandleraz.gov/business/vendor-services/capital-projects/construction-bids. It is the contractor's sole responsibility to obtain all addenda from the City website prior to submitting their bid proposal, and to acknowledge receipt and acceptance of the addenda in their bid proposal submittal. No separate notification of addenda will be issued. The City recommends Contractors regularly check the website for updated information.

PRE-BID CONFERENCE:

	THERE WILL BE NO PRE-BID CONFERENCE

SOLICITATION QUESTIONS DUE DATE:

March 26, 2024 **5:00 p.m.** **Arizona time**	All solicitation questions must be emailed to raquel.diaz@chandleraz.gov with the subject line of "**AI2206.401 - AUTOMATED WEATHER OBSERVING SYSTEM (AWOS) REPLACEMENT BID QUESTION".** Questions received after the due date and time will NOT be considered.

BID SUBMISSION:

April 9, 2024 **3:00 p.m.** **Arizona time**	Sealed bids must be delivered to the City of Chandler Capital Projects Office located at 215 East Buffalo Street, Chandler, Arizona, 85225. **Bids must be received on or before date and time specified.** At that time, bids will be publicly opened and read aloud in the South Atrium Conference Room. Bids received after the due date and time will be returned unopened without consideration. All bids must be submitted in a sealed envelope plainly marked as follows: BID OF _____, CONTRACTOR FOR: *"AUTOMATED WEATHER OBSERVING SYSTEM (AWOS) REPLACEMENT"* *"CITY PROJECT NO.: AI2206.401; FAA PROJECT NO.: 3-04-0008-033-2023"*

Work under this Agreement includes replacement of the existing Automated Weather Observing System with Precipitation Identification, Intensity, and Thunderstorm/Lightning Reporting (AWOS III-PT) equipment on existing foundations and towers located at the Chandler Municipal Airport. Work must be completed within 300 consecutive calendar days from the Notice to Proceed. The Engineer's Estimate range is $100,000-$750,000.

This is a Federal Funded Project with DBE requirements. Full Environmental Report is available upon request. Mitigation Measures are not subject to change without prior written approval from the Federal Highway Administration.

Bids must be submitted on the Proposal Form provided and be accompanied by the Bid Bond for not less than ten percent (10%) of the total bid, payable to the City of Chandler, Arizona, or a certified or cashier's check. PERSONAL OR INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

The successful bidder will be required to execute the standard form of agreement for construction prior to Council award

The successful bidder must furnish a Payment Bond and Performance Bond in the amount equal to one hundred percent (100%) of the Agreement Price.

The right is hereby reserved to accept or reject any or all bids or parts thereto, to waive any informalities in any proposal and reject the bids of any persons who have been delinquent or unfaithful to any agreement with the City of Chandler.

All Bids will remain open for 90 days after the Bid opening day, but the City may, in its sole discretion, release any Bid and return the bid security prior to that date. No Bidder may withdraw his Bid during this period without written permission from the City.

Find PRELIMINARY BID RESULTS at: https://www.chandleraz.gov/business/vendor-services/capital-projects

Protest Policy - A protest of a proposed award must be filed WITH THE PURCHASING OFFICE within 5 calendar days of the first posting of the award recommendation. Award recommendations are posted on the Capital Projects web site or the City Clerk web site. If the due date occurs on a weekend or holiday the protest must be filed the next business day.

A Protest must include:

- The name, address and telephone number of the protester;
- The signature of the protester or its representative;
- Identification of the project and the solicitation or agreement number;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- The form of relief requested.

City will review the protest and issue a written response.

PUBLISHED DATE:	**March 12, 2024** **March 19, 20224** Arizona Republic AFFIDAVIT OF PUBLICATION

BID SUBMITTAL LIST

This list may not include all required bid submission items. It is the Contractor's responsibility to read the entire bid and determine all items required by the submission date and time.

DO NOT DOUBLE-SIDE ANY PART OF THE BID SUBMITTAL

PROJECT NAME: **AUTOMATED WEATHER OBSERVING SYSTEM (AWOS) REPLACEMENT**

CITY PROJECT NO.: **AI2206-401**
FAA PROJECT NO: **3-04-0008-033-2023**

THIS IS A FEDERAL FUNDED PROJECT

PLEASE INCLUDE THE FOLLOWING ITEMS IN YOUR SUBMITTAL ACCORDING TO THE DATE AND TIME LISTED IN THE INVITATION TO BID ADVERTISEMENT:

A. Bid Bond (Original – with Seal)

B. Signed Proposal Acknowledgement, and licenses

C. Bid Schedule

D. Subcontractor's List Form

E. Non-Collusion Bidding Certificate

F. Certificate of Insurability and Bonding

G. Arizona Department of Revenue Privilege Tax License

H. FAA FEDERAL DOCUMENTS (FAA Federal Provisions Section): Buy American Certification of Compliance

I. FAA FEDERAL DOCUMENTS: Verifications Statement

J. FAA FEDERAL DOCUMENTS: Bidders List

Please refer to the federal documents section for additional federal documents submittals requirement.

BID BOND

ARIZONA STATUTORY BID BOND PURSUANT TO
TITLES 28, 34 AND 41,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS: That, Rural Electric, Inc, (hereinafter "Principal"), as Principal, and Hartford Casualty Insurance Company, (hereinafter "Surety"), a corporation organized and existing under the laws of the State of Indiana, with its principal offices in Hartford, CT, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, held and firmly bound unto City of Chandler, Arizona, (hereinafter "Obligee"), as Obligee, in the amount of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for construction of:

AUTOMATED WEATHER OBSERVING SYSTEM (AWOS) REPLACEMENT
CITY PROJECT NO.: AI2206-401
FAA PROJECT NO: 3-04-0008-033-2023

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into an agreement with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the agreement document with good and sufficient surety for the faithful performance of the agreement and for the prompt payment of labor and materials furnished in the prosecution of the agreement, or in the event of the failure of the Principal to enter into the agreement and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this 3rd day of April, 20 24

Rural Electric, Inc	Hartford Casualty Insurance Company
Principal SEAL	**SURETY** SEAL
By:	By: Nicole M Johnson
	Nicole M Johnson, Attorney-in-Fact
Its: PRESIDENT	
	Bonding & Insurance Solutions LLC
	AGENCY OF RECORD
	108 SE Eastridge Street, Lee's Summit MO 64063
	AGENCY ADDRESS

CITY OF CHANDLER

Rev. 7/20/2022

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BONDING AND INS SOLUTIONS LLC
Agency Code: 37-284958

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Eric A. Dedovesh, Nicole M. Johnson, Rodney W. Paddock, Nathan Paddock of LEES SUMMIT, Missouri

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 3rd, 2024.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

STATE OF ARIZONA

DEPARTMENT OF INSURANCE

THIS IS TO CERTIFY, THAT THIS INSTRUMENT IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE WITH THE DEPARTMENT OF INSURANCE OF THE STATE OF ARIZONA AND CONSISTS OF 1 PAGE(S)

HEREUNTO SET MY HAND AND THE OFFICIAL SEAL OF THIS DEPARTMENT

FOR THE DIRECTOR OF INSURANCE THIS 23 MARCH 2016.

AUTHORIZED REPRESENTATIVE

299038

CERTIFICATE NO.:

DIRECTOR OF INSURANCE
DITAT DEUS
STATE OF ARIZONA

STATE OF ARIZONA

DEPARTMENT OF INSURANCE

Phoenix, Arizona

AMENDED

CERTIFICATE OF AUTHORITY

IT IS HEREBY CERTIFIED, That

HARTFORD CASUALTY INSURANCE COMPANY
(FORMERLY HARTFORD CASUALTY INSURANCE COMPANY OF INDIANA)
AN INDIANA CORPORATION

is hereby authorized, subject to the provisions thereof and the Charter Powers of said Company, to transact the following kinds of insurance, to-wit:

DISABILITY, PROPERTY, CASUALTY, SURETY,
VEHICLE, MARINE AND TRANSPORTATION
(INCLUDING WORKERS' COMPENSATION)

within the State of Arizona until terminated at the request of the insurer or suspended or revoked by the Director of Insurance.

Arizona Revised Statute 20-217 (C) states:

> A Certificate of Authority remains the property of this state. Upon termination at the request of the insurer or revocation by the Director, the insurer shall immediately deliver the Certificate of Authority to the Director.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Director of Insurance at the City of Phoenix. The effective date of this Certificate of Authority is

NAIC NO.
29424

AUGUST 21, 1987.

S. David Childers
Director of Insurance

E-146 3/80

299038

AUTOMATED WEATHER OBSERVING SYSTEM (AWOS) REPLACEMENT

CITY PROJECT NO.: AI2206-401

FAA PROJECT NO: 3-04-0008-033-2023

PROPOSAL ACKNOWLEDGEMENT

PROPOSAL to the City Engineer of the City of Chandler,
In compliance with the Advertisement for Bids, the undersigned bidder:

Having examined the agreement documents, site of work, and being familiar with the conditions to be met, hereby submits the following Proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the agreement documents and furnish the required bonds and certificates of insurance for the completion of said work, at the locations and for the prices set forth on the inside pages of this form.

Understands that construction of this project shall be in accordance with all applicable Uniform Standard Specifications and Standard Details except as otherwise required by the Project Plans and Project Specific Provisions.

Understands that the Proposal shall be submitted with a Proposal guarantee of cash, certified check, cashier's check, or surety bond for an amount of not less than ten percent (10%) of the amount bid.

Agrees that upon receipt of Notice of Award from the City of Chandler, the undersigned bidder will execute the agreement documents.

Work shall be completed within **300** consecutive calendar days, beginning with the day following the starting date specified in the Notice to Proceed. Said Notice will be issued in accordance with the Project Specific Provisions "NOTICE TO PROCEED," or, when, in the opinion of the Engineer, sufficient materials are, or will be available for the continuous prosecution of the work.

Acknowledges that bid prices submitted include all applicable sales and/or use taxes, and no further compensation will be approved for these items.

The Bidder hereby acknowledges receipt of and agrees that the submitter's Proposal is based on the following Addenda:

Addendum	Date Received	Addendum No.	Date Received
One	3/15/2024		
Two	3/27/2024		

PROPOSAL ACKNOWLEDGEMENT

THIS BID IS SUBMITTED BY: RURAL ELECTRIC, INC.,

a corporation organized under the laws of the State of ARIZONA; a

partnership consisting of _____;

or individual trading as _____

and is the holder of an Arizona State Contractor's License: ROC 075367

ATTACH PHOTOCOPY

Classification A- GENERAL No. 075367

_____

_____

Failure to fill in the information above, regarding the bidder being a holder of Arizona State Contractor's License is grounds for rejection of the bid.

Joint venture bid proposals will not be accepted for projects bidding in the amount (for base bid) of less than $5 million dollars.

Contractors are reminded it is a violation of State law to submit a bid if not properly licensed. Bids submitted without designating the Contractor's license classification and number, in the spaces provided above, shall be rejected. Bids submitted by Contractors without the required license shall be rejected.

Contractor acknowledges by signing below that bid prices submitted include all applicable sales and/or use taxes, and no further compensation shall be approved for these items. If there is a conflict between the unit bid price and the unit price extension for a particular pay item, the unit prices shall govern, per MAG 102.5. Also, per MAG 102.7, a proposal shall be considered irregular and may be rejected if there are unauthorized additions, statements, conditional or alternate bids, or irregularities of any kind.

Respectfully submitted,

RURAL ELECTRIC, INC.
Firm

86-0360401
Federal Tax ID Number

9502 E. MAIN STREET MESA, AZ. 85207
Address City, State and Zip Code

480-986-1488
Phone

By (Signature Required)

JOHN COLONNA - PRESIDENT
Name and Title (Print)

johnc@ruralelectric.com
Email Address

LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA January 31, 2026
Registrar of Contractors CERTIFIES THAT

Rural Electric Inc

CONTRACTORS LICENSE NO. CLASS
ROC 075367 A

General Commercial
General Engineering

THIS CARD MUST BE
PRESENTED UPON DEMAND

Tom Cole, Director

NAME OF BIDDER: RURAL ELECTRIC, INC.

CITY OF CHANDLER

AUTOMATED WEATHER OBSERVING SYSTEM (AWOS) REPLACEMENT
CITY PROJECT NO.: AI2206.401; FAA PROJECT NO.: 3-04-0008-033-2023

BID SCHEDULE

No.	Description	Est. Qty.	Unit	Unit Price	Extended Price
1	MOBILIZATION/DEMOBILIZATION	1	LS	[redacted]	$22,500.00
2	AWOS SYSTEM DEMOLITION AND SALVAGE	1	LS		$2,500.00
3	AWOS SYSTEM LEVEL III PT FURNISH, INSTALL, AND COMMISSIONING	1	LS		$200,800.00

BASE BID (Items 1- 3 inclusive)	$ 225,800.00 (In Numbers)

Note 1: Bidders must fill in all blank spaces with an entry. Bids submitted with blank spaces will be considered "Non-Responsive".

Note 2: Bids will be opened and read aloud at an open public meeting at the time and place designed in the invitation for bids. Bids will not be modified after the bid opening. A bidder withdrawing a bid after the bid opening will be deemed non-responsible and the City may make a claim against the bidder's bid bond.

Note 3: The City reserves the right to determine the low bidder based on the Base Bid with or without any Bid Alternate(s).

SUBCONTRACTOR'S LIST FORM

AUTOMATED WEATHER OBSERVING SYSTEM (AWOS) REPLACEMENT
CITY PROJECT NO.: AI2206-401
FAA PROJECT NO: 3-04-0008-033-2023

If Bidder intends to subcontract any portion of this Agreement, the bidder must submit the name, address, and contractor's license number (if applicable) of each subcontractor, including the work component of such subcontracting. Include this form with the bid submittal documents. Prime Contractor must self-perform according to MAG Specification 108.2. Bidder may make multiple copies of this form as needed.

Company Name:	N/A	**Company Name:**	
Contact Name:		Contact Name:	
Contact Email:		Contact Email:	
Contact Phone:		Contact Phone:	
Work Component:		Work Component:	
Percentage of Total Work Performed:		Percentage of Total Work Performed:	

Company Name:		**Company Name:**	
Contact Name:		Contact Name:	
Contact Email:		Contact Email:	
Contact Phone:		Contact Phone:	
Work Component:		Work Component:	
Percentage of Total Work Performed:		Percentage of Total Work Performed:	

Company Name:		**Company Name:**	
Contact Name:		Contact Name:	
Contact Email:		Contact Email:	
Contact Phone:		Contact Phone:	
Work Component:		Work Component:	
Percentage of Total Work Performed:		Percentage of Total Work Performed:	
Subcontractor Total Work Performed:	$	Overall Bid Total:	$
Overall Prime Contractor Self-performance %:			

NON-COLLUSION BIDDING CERTIFICATION

(STATE OF)
ss.
(COUNTY OF)

I, _____ of the City of _____,
in the County of_____ and the State of _____, of full age,
being duly sworn according to the law of my oath depose and say that:

I am John Colonna a, President
(Name) (Title, Position, etc.)

of the firm of Rural Electric, Inc., the Bidder making the Bid for City of Chandler, **AUTOMATED WEATHER OBSERVING SYSTEM (AWOS) REPLACEMENT, CITY PROJECT NO.: AI2206.401; FAA PROJECT NO.: 3-04-0008-033-2023,** and that I executed the said Bid with full authority so to do; that said Bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the City of Chandler relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the Contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement of understanding, for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by:

_____
(Signature of Bidder)

John Colonna
(Printed or Typed Name of Bidder)

Sworn to before me this 8 day of April, 20 24, in the County of

Maricopa, State of Arizona.

NANCY MLOUKHIYEH
Notary Public - Arizona
Maricopa County
Commission # 642784
My Comm. Expires Feb 16, 2027

_____
(Notary Public)

CERTIFICATE OF INSURABILITY AND BONDING

I hereby certify that as Bidder to City of Chandler, **AUTOMATED WEATHER OBSERVING SYSTEM (AWOS) REPLACEMENT, CITY PROJECT NO.: AI2206.401; FAA PROJECT NO.: 3-04-0008-033-2023**, I am fully aware of the City of Chandler's Insurance and Bonding Requirements for Contractors and that by the submission of this Bid Proposal, assure the City of Chandler that I am able to produce the insurance and bonding coverage required should I be selected to be the successful bidder.

Should I be selected to be the successful bidder by the City of Chandler, and then become unable to produce the insurance and bonding coverage specified within ten working days I am fully aware and understand that my Bid Proposal will be rejected by the City of Chandler, and that I will forfeit my posted Bid Bond.

Signature of Bidder

John Colonna - President

Title

4/08/2024

Date

ARIZONA DEPARTMENT OF REVENUE
PRIVILEGE TAX LICENSE

PROJECT NAME: AUTOMATED WEATHER OBSERVING SYSTEM (AWOS) REPLACEMENT
CITY PROJECT NO.: AI2206.401
FAA PROJECT NO.: 3-04-0008-033-2023

ATTACH, TO THIS FORM, CURRENT PRIVILEGE TAX LICENSE CERTIFICATE.

ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
Phoenix, AZ 85038-9032

RECEIVED
JAN 0 8 2023

ARIZONA DEPARTMENT OF REVENUE

TRANSACTION PRIVILEGE TAX LICENSE
NOT TRANSFERABLE

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2024

ISSUED TO: RURAL ELECTRIC INCORPORATED
9502 E MAIN STREET
MESA AZ 85207-8021

ALL communications and reports MUST REFER to this LICENSE NO.

LICENSE: 07213434
START DATE: 01/29/1979
ISSUED: 12/19/2023
EXPIRES: 12/31/2024

LOCATION: CODE 001
RURAL ELECTRIC INCORPORATED
9502 E MAIN
MESA, AZ 85207
2300066907308

00291020450000P697709020029I

BUSINESS CODE	REGION	JURISDICTION
015 - CONTRACTING - PRIME	APM - NAVAJO (APACHE)	RESERVATION
015 - CONTRACTING - PRIME	GLP - SAN CARLOS APACHE (GILA)	RESERVATION
015 - CONTRACTING - PRIME	MOK - HUALAPAI (MOHAVE)	RESERVATION
015 - CONTRACTING - PRIME	NAD - WHITE MOUNTAIN APACHE (NAVAJO)	RESERVATION
015 - CONTRACTING - PRIME	NAM - NAVAJO (NAVAJO)	RESERVATION
015 - CONTRACTING - PRIME	PNP - SAN CARLOS APACHE (PINAL)	RESERVATION
015 - CONTRACTING - PRIME	APA - APACHE	COUNTY
015 - CONTRACTING - PRIME	COC - COCONINO	COUNTY
015 - CONTRACTING - PRIME	COH - COCHISE	COUNTY
015 - CONTRACTING - PRIME	GLA - GILA	COUNTY
015 - CONTRACTING - PRIME	GRA - GRAHAM	COUNTY
015 - CONTRACTING - PRIME	GRN - GREENLEE	COUNTY
015 - CONTRACTING - PRIME	LAP - LA PAZ	COUNTY
015 - CONTRACTING - PRIME	MAR - MARICOPA	COUNTY
017 - RETAIL	MAR - MARICOPA	COUNTY
129 - USE TAX DIRECT PAYMENTS	MAR - MARICOPA	COUNTY
015 - CONTRACTING - PRIME	MOH - MOHAVE	COUNTY
017 - RETAIL	MOH - MOHAVE	COUNTY
015 - CONTRACTING - PRIME	NAV - NAVAJO	COUNTY
015 - CONTRACTING - PRIME	PMA - PIMA	COUNTY

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.

BUSINESS CODE	REGION	JURISDICTION
017 - RETAIL	PMA - PIMA	COUNTY
215 - PRE-6/2010 CONTRACTING	PMA - PIMA	COUNTY
015 - CONTRACTING - PRIME	PNL - PINAL	COUNTY
015 - CONTRACTING - PRIME	STC - SANTA CRUZ	COUNTY
015 - CONTRACTING - PRIME	YAV - YAVAPAI	COUNTY
017 - RETAIL	YAV - YAVAPAI	COUNTY
015 - CONTRACTING - PRIME	YMA - YUMA	COUNTY
015 - CONTRACTING - PRIME	AV - AVONDALE	CITY
017 - RETAIL	AV - AVONDALE	CITY
015 - CONTRACTING - PRIME	BB - BISBEE	CITY
015 - CONTRACTING - PRIME	BE - BUCKEYE	CITY
015 - CONTRACTING - PRIME	BH - BULLHEAD CITY	CITY
017 - RETAIL	BH - BULLHEAD CITY	CITY
015 - CONTRACTING - PRIME	CH - CHANDLER	CITY
029 - USE TAX	CH - CHANDLER	CITY
015 - CONTRACTING - PRIME	CL - COOLIDGE	CITY
015 - CONTRACTING - PRIME	CW - COTTONWOOD	CITY
015 - CONTRACTING - PRIME	DL - DOUGLAS	CITY
015 - CONTRACTING - PRIME	EL - ELOY	CITY
015 - CONTRACTING - PRIME	EM - EL MIRAGE	CITY
015 - CONTRACTING - PRIME	FS - FLAGSTAFF	CITY
029 - USE TAX	FS - FLAGSTAFF	CITY
015 - CONTRACTING - PRIME	GB - GILBERT	CITY
015 - CONTRACTING - PRIME	GE - GLENDALE	CITY
016 - CONSTRUCTION CONTRACTING - SPECULATIVE BUILDERS	GE - GLENDALE	CITY
017 - RETAIL	GE - GLENDALE	CITY
029 - USE TAX	GE - GLENDALE	CITY
015 - CONTRACTING - PRIME	GI - GILA BEND	CITY
017 - RETAIL	GI - GILA BEND	CITY
015 - CONTRACTING - PRIME	GL - GLOBE	CITY
015 - CONTRACTING - PRIME	GY - GOODYEAR	CITY
015 - CONTRACTING - PRIME	KM - KINGMAN	CITY
015 - CONTRACTING - PRIME	KN - KEARNY	CITY
017 - RETAIL	LH - LAKE HAVASU CITY	CITY
015 - CONTRACTING - PRIME	MA - MARANA	CITY
015 - CONTRACTING - PRIME	ME - MESA	CITY
017 - RETAIL	ME - MESA	CITY
015 - CONTRACTING - PRIME	MM - MIAMI	CITY
015 - CONTRACTING - PRIME	MP - MARICOPA	CITY
015 - CONTRACTING - PRIME	PA - PATAGONIA	CITY
015 - CONTRACTING - PRIME	PE - PEORIA	CITY
016 - CONSTRUCTION CONTRACTING - SPECULATIVE BUILDERS	PE - PEORIA	CITY
015 - CONTRACTING - PRIME	PG - PAGE	CITY
015 - CONTRACTING - PRIME	PK - PARKER	CITY
015 - CONTRACTING - PRIME	PL - PRESCOTT VALLEY	CITY
015 - CONTRACTING - PRIME	PR - PRESCOTT	CITY

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BUSINESS CODE	REGION	JURISDICTION
015 - CONTRACTING - PRIME	PS - PAYSON	CITY
015 - CONTRACTING - PRIME	PX - PHOENIX	CITY
017 - RETAIL	PX - PHOENIX	CITY
029 - USE TAX	PX - PHOENIX	CITY
015 - CONTRACTING - PRIME	SC - SCOTTSDALE	CITY
029 - USE TAX	SC - SCOTTSDALE	CITY
030 - USE TAX FROM INVENTORY	SC - SCOTTSDALE	CITY
015 - CONTRACTING - PRIME	SE - SEDONA	CITY
017 - RETAIL	SE - SEDONA	CITY
015 - CONTRACTING - PRIME	SF - SAFFORD	CITY
015 - CONTRACTING - PRIME	SL - SHOW LOW	CITY
015 - CONTRACTING - PRIME	SP - SURPRISE	CITY
015 - CONTRACTING - PRIME	SR - SIERRA VISTA	CITY
015 - CONTRACTING - PRIME	TE - TEMPE	CITY
029 - USE TAX	TE - TEMPE	CITY
015 - CONTRACTING - PRIME	TN - TOLLESON	CITY
015 - CONTRACTING - PRIME	TU - TUCSON	CITY
017 - RETAIL	TU - TUCSON	CITY
015 - CONTRACTING - PRIME	WB - WICKENBURG	CITY
017 - RETAIL	WB - WICKENBURG	CITY

00291040 4K0000P6977090200291

THIS CERTIFICATION, PAGES 5 & 6 REQUIRES FILLING OUT, SIGNATURE, SUBMIT WITH BID*

Certification of Compliance
with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Signature On This Page – Submit with Bid

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire

b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

4/08/2024	
Date	Signature
Rural Electric, Inc.	President
Company Name	Title

CHANDLER arizona

VERIFICATION STATEMENT
FOR
STATUS OF FEDERAL TAX LIENS
USE OF E-VERIFY FOR EMPLOYMENT HIRING
STATUS OF DEBARMENT
UTRACS REGISTRATION/STATUS

This form represents certifying compliance for items listed below:

a) This company has no outstanding unresolved federal tax liens, and,

b) This company uses E-Verify for employment verifications, and

c) This company has not been suspended or debarred from working on a federal funded contract, does not have a proposed debarment pending, has not been indicted, convicted, or had a civil judgement rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years as specific by Code of Federal Regulations 49 CFR.

d) This company has a current UTracs Registration/Profile.
Website: https://utracs.azdot.gov

**It is recommended that all companies working on a federal funded contract be registered on the SAM website. (www.sam.gov)

If unable to certify to the statements above, company is ineligible to enter into an agreement for federal funded contracts with the City of Chandler.

Company Name:	Rural Electric, Inc.		
Company UTracs No:	15826	**Renewal/Expiration Date:**	4/2/2027
Name of Person Signing:	John Colonna		
Title of Person Signing:	President		
Signature:			
Date	4/08/2024		

CITY OF CHANDLER, ARIZONA
PUBLIC WORKS & UTILITIES DEPARTMENT
CAPITAL PROJECTS DIVISION

CONSTRUCTION AGREEMENT

AUTOMATED WEATHER OBSERVING SYSTEM (AWOS) REPLACEMENT

CITY PROJECT NO.: AI2206.401
FAA PROJECT NO.: 3-04-0008-033-2023

MAYOR
Kevin Hartke

VICE MAYOR
OD Harris

COUNCIL
Matt Orlando Christine Ellis
Mark Stewart Angel Encinas Jane Poston

Daniel Haskins
_____
Daniel Haskins, P.E.
CIP City Engineer

CITY OF CHANDLER, ARIZONA

AUTOMATED WEATHER OBSERVING SYSTEM (AWOS) REPLACEMENT

CITY PROJECT NO.: AI2206.401
FAA PROJECT NO.: 3-04-0008-033-2023

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CONSTRUCTION SERVICES AGREEMENT
CITY PROJECT NO.: AI2206.401
FAA PROJECT NO.: 3-04-0008-033-2023

This Agreement ("Agreement") is made and entered into on the _____ day of _____, 2024, by and between City of Chandler, an Arizona municipal corporation, hereinafter called "City" and **Rural Electric, Inc.** 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: Daniel Haskins, P.E.**
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
Phone: 480-782-3335 Email: Daniel.haskins@chandleraz.gov

CITY: **Construction Project Manager: Raymond Potts**
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
Phone: 480-782-3326 Email: raymond.potts@chandleraz.gov

Contractor:

Legal Company Name: **Rural Electric, Inc.**

Mailing Address: **9502 E. Main Street, Mesa, AZ 85207**

Physical Address: **9502 E. Main Street, Mesa, AZ 85207**

Arizona Roc No.: **ROC0704573**

Federal Tax Id No.: **86-0360401**

State Where Organized: **Arizona**

Business Organization: **Electrical Contractor**

Statutory Agent Name: **Bonding & Insurance Solutions, LLC**

Statutory Agent Mailing Address: **301 SE Doulas Street, Ste 201, Lee's Summit, MO 64063**

Statutory Agent Physical Address: **301 SE Doulas Street, Ste 201, Lee's Summit, MO 64063**

Contractor's Authorized Project Representative:

Name: **Kief Hough**

Title: **Division Manager**

Phone: **602-768-3644**

Email: **kiefh@ruralelectric.com**

PROJECT DESCRIPTION:

This project includes the replacement of the existing Automated Weather Observing System with Precipitation Identification, Intensity, and Thunderstorm/Lightning Reporting (AWOS III-PT) equipment on existing foundations and towers located at the Chandler Municipal Airport.

PROJECT LOCATION:

2380 South Stinson Way, Chandler, AZ, 85286.

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 **300** Calendar Days (including Substantial Completion by **240** Calendars Days and Final Acceptance by **300** 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.	n/a	within	n/a	n/a	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 **$225,800**.

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.

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:

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONTRACTOR"
RURAL ELECTRIC, INC.

Signature 04/25/2024
Date

John Colonna
Print Name

President
Title

johnc@ruralelectric.com
Signer Email Address

EXHIBIT A

PROJECT SPECIFIC
SPECIAL PROVISIONS

4.2.7 Aerial Construction Photography

General Conditions Section 4 Subsections 4.2.7.1 & 4.2.7.2 are not applicable to this project.

4.2.8 Government Approvals and Permits

General Conditions Section 4 Subsection 4.2.8.1, City permit fees will be paid internally by the City and all other fees will be the responsibility of the Contractor.

Subletting of Agreement

Contractor must perform, with his own organization, work amounting to not less than 50 percent of the total Agreement cost.

Failure to submit Subcontractor's List Form, demonstrating self-performance not less than 50 percent of the total Agreement cost, will cause the bid to be deemed non-responsive.

Bidders should contact the Arizona Registrar of Contractors for information on license requirements.

EXHIBIT B

GENERAL CONDITIONS

CHANDLER arizona
Community of Innovation

GENERAL CONDITIONS

Approved date: July 20, 2022

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SECTION 1 - SCOPE OF THESE GENERAL CONDITIONS

These General Conditions encompass provisions that apply, and are incorporated into all construction Agreements entered into by the City of Chandler, unless otherwise specifically excluded in the executed Agreement.

SECTION 2 - GENERAL DEFINITIONS

Allowance: A specific amount for a specific item of Work, if any, that City agrees has not been sufficiently designed, detailed, or selected (including design changes from 90% to 100% as authorized by and at the discretion of the City) at the time the Agreement Price is agreed to for Contractor to provide a definitive price.

Alternate Systems Evaluations or Alternative Analysis: Alternatives for design, means and methods or other scope considerations that are evaluated using value analysis principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets City requirements.

Change Order: A written instrument issued after execution of the Agreement Documents signed by City and Contractor, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or deliverables; the amount of the adjustment to the Agreement Price, the extent of the adjustment to the Agreement Time, or modifications of other agreement terms. The Agreement Price and the Agreement Time may be changed only by Change Order.

Consultant: Person or firm that provides professional services.

City (Owner or OWNER): City of Chandler, a municipal corporation, with whom Contractor has entered into the Agreement and for whom the Work or Services are to be provided pursuant to the Agreement(s).

Contingent Bid Items: This is a minor bid item which is likely, but not certain, to occur during the course of work. If the Engineer determines that this work is required, the Contractor will accomplish the work and payment will be made based on the contingent unit bid price included in the proposal. Since the quantity listed in the proposal is primarily for bid comparison, the amount of work required by the Engineer may vary materially from this.

Agreement: The written agreement executed between City and Contractor, including all of the Agreement Documents.

Agreement Documents: The documents which together form the Agreement between City and Contractor, as identified in Article 2 of the Agreement, or are otherwise incorporated into the Agreement, including the Agreement, the exhibits thereto, these General Conditions, any Notice to Proceed, and any Job Order (if applicable), the Plans and Specifications, Project Schedule, written and properly executed Change Orders, MAG Specifications and City's amendments thereto, and any other documents so designated in the Agreement.

Agreement Price: The agreed-upon price to be paid to Contractor for full, timely, and acceptable completion of the Work or Services under the terms of the Agreement.

Agreement Time(s): The number of calendar days or the dates related to the applicable phase, Substantial Completion, or Final Acceptance as stated in Agreement Documents. Agreement Time starts

with the Notice to Proceed (NTP) and ends with Final Acceptance. The Agreement Time is set forth in the Agreement and is based upon the Project Schedule agreed to by City in writing.

Contractor: The person or business association with whom City has entered into an agreement for construction related Work or Services in relation to the Project at issue.

Contractor Payment Request: The form that is accepted by City and used by Contractor in requesting progress payments or final payment and which must include such supporting documentation as is required by the Agreement Documents or City.

Construction Budget: The City's budget for construction of the Project.

Construction Documents: The Plans, Specifications, and Drawings prepared and issued by the Design Professional and approved by City for construction, meaning the documents are sealed by the Design Professional (as required), acceptable for permitting and incorporated into the Agreement by this reference. All amendments and modifications to the Construction Documents must be approved in writing by City prior to incorporation into the Agreement.

Cost of the Work: The term Cost of the Work will mean costs necessarily incurred by Contractor in the proper performance of the Work. Such costs will be at rates not higher than the standard paid at the place of the Project except with prior consent of City.

Critical Path Method (CPM): A scheduling technique which identifies the logical sequence of the activities occurring in a Construction Project, the anticipated time required to complete each activity in the Project, and the activities that must be completed on schedule to finish the Project within the anticipated time. Typically, activities are arranged in a network that shows both activities and their dependencies. CPM is also used as a management technique which enables contracting parties to predict when activities may occur so that resources can be effectively used and limitations can be identified.

Critical Path: Critical Path is the sequence of project network activities which add up to the longest overall duration. Once established in the Project Schedule, the Critical Path for the Project must not be changed without prior written approval of City.

Day: Calendar day(s) unless otherwise specifically stated in the Agreement Documents.

Design Professional: The qualified, licensed person, firm or corporation who furnishes design and construction administration services required under the Agreement Documents. These services may include, but are not limited to: development of Construction Drawings and Documents, review of Contractor Submittal(s), review of and response to Requests for Information, approval and certification of progress payment applications, construction administration, and construction agreement close out.

Differing Site Conditions: Concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Agreement Documents, or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work at the general area of the Site. Caliche, rock, hard-digging or sandy/silty soil encountered on a project is not considered a "Differing Site Condition."

Drawings (Plans): Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by Contractor during the construction phase and which have been prepared

or approved by the Design Professional and City. These documents include Drawings that have reached a sufficient state of completion and released by Design Professional solely for the purposes of review and use in performing constructability or bid-ability reviews by Contractor and in preparing cost estimates (e.g. Master Planning and Programming, Schematic Design, Design Development, and Construction Drawings), but *"not for construction*." Shop Drawings are not Drawings as so defined.

Final Acceptance: The City's acceptance of the facility or project from the Contractor after all Work is completed, tested, and inspected in accordance with the Agreement requirements. Final Acceptance results in a Letter of Acceptance (LOA).

Fixed Price: A fixed price or amount for an Agreement Price, Scope of Work, materials, or other item under an Agreement, Change Order, or other agreement, which City agrees, in writing, to pay instead of the actual cost.

Float: The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Agreement Time. Unless otherwise expressly agreed in writing, all Float belongs to City.

Laws, Regulations, or Legal Requirements: Any and all applicable laws, rules, regulations, ordinances, codes and orders applicable to the Project of any and all governmental bodies, agencies, authorities and courts having jurisdiction and any applicable provisions of the Development Agreement for the Project (if any), including, without limitation, those provisions relating to the design and construction of the Project.

Line Item: The individual elements of Work identified on a bid or other schedule and associated with a price or a unit price and quantity particular to that individual element of the Work. Also refers to individual items of work within the Schedule of Values.

Liquidated Damages: Designated damages for the City to collect as compensation upon a specific breach (example: late delivery).

Long-Lead Item: Long-lead item refers to the equipment, product, or system that is identified at the earliest stage of a project to have a delivery time long enough to affect directly the Critical Path/the overall lead time of the project.

MAG: The Maricopa Association of Governments.

MAG Specifications: The most current version of the Uniform Standard Specifications for Public Works Construction published by MAG.

MAG Standard Details: The most current version of the Uniform Standard Details as published by MAG.

Minor change: A change in the Work having no impact on cost or time or the City-approved design intent, as determined by City.

Notice to Proceed (NTP): A written notice given by City to Contractor fixing the date on which Contractor will start to perform Contractor's obligations under the Agreement.

Project: The Project specified in the Agreement (including a Job Order).

Project Manager: The Project Manager designated in Article 1 of the Agreement, or any successor thereto

designated by City. The Project Manager has the authority to act on behalf of City, as delineated and limited by the Agreement Documents and applicable law. And City will communicate with Contractor through the Project Manager. However, the Project Manager has no authority to bind City or City Council in contravention of any City code, State or Federal statute or regulation, or these General Conditions.

Project Schedule: The schedule for the completion of the Project agreed to and required by City.

Project Specific Conditions: Additional conditions which apply to the specific Project and Scope of Work which are set forth in Exhibit D of the Agreement.

Project Team: The Project Team consisting of the Design Professional, Contractor, Project Manager, and such others as City may designate.

Punch List: The list initially prepared by Contractor pursuant to the Agreement Documents, reviewed and supplemented by the Project Manager (and at the sole option of the Project Manager, the Design Professional) and approved by City containing items of incomplete work not impacting Substantial Completion, if allowed for under the Agreement, and to be completed or corrected by Contractor after Substantial Completion and before Final Acceptance in accordance with the Agreement Documents.

Quality Assurance (QA) Testing: Testing performed to verify the accuracy and applicability of the QC testing results and to ascertain that the materials installed meet the specified levels of quality in accordance with the Agreement Documents.

Quality Control (QC) Testing: Testing performed to assure that the materials installed comply with the requirements in the Agreement Documents.

Requests for Information (RFIs): Formal written request from Contractor to City or Design Professional for the Project seeking clarification or additional information needed for Contractor to properly complete the Work or Services under the Agreement. City may require RFI's to be submitted on a specific form or in a specified format.

Schedule of Values (SOV): The specified document prepared by Contractor, and approved and accepted by City, which divides the Agreement Price into pay items, such that the sum of all pay items equals the Agreement Price for the construction phase Work, or for any portion of the Work having a separate specified Agreement Price.

Scope of Work: The scope of work agreed to or required by City and incorporated into the Agreement as Exhibit A.

Shop Drawings: All drawings, diagrams, schedules and other data specifically prepared for the Work by Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Site: The land or premises on which the Project is located.

Specifications: The part(s) of the Agreement Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto. Where specified, the Project must be constructed using the current Uniform Standard Specifications and Details for Public Works

Construction as furnished by the Maricopa Association of Governments, as amended by City.

Subconsultant: A person, firm or corporation having an Agreement with Consultant/Contractor to furnish services required as its independent professional associate or consultant with respect to the Project.

Subcontractor: An individual or firm having a direct Agreement with Contractor or any other individual or firm having an Agreement with the aforesaid contractors at any tier, who undertakes to perform a part of pre-construction services or construction phase Work at the Site for which Contractor is responsible. Subcontractors must be selected through the Subcontractor selection process described in the Agreement Documents, if any.

Substantial Completion: The date when the City determines that the Work (or separable units of Phases as provided in the Agreement Documents) is essentially and satisfactorily complete in accordance with the Agreement Documents such that the Project is ready for use by the City for its intended purpose, opening to the general public, full occupancy or use by City (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and all areas serving the general public, as applicable, must be ready for full operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories, and similar elements are installed in the proper manner and in operating condition, inspected, and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air conditioning, vertical transportation, and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and other work as applicable, has been performed to a similar state of essential and satisfactory completion.

Supplier: A manufacturer, fabricator, distributor, or vendor having a direct Agreement with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by Contractor or any Subcontractor.

Total Float: Number of Days by which pre-construction services or construction phase Work or any part of the same may be delayed without necessarily extending a pertinent Agreement Time or schedule milestone in the Project Schedule.

Work: The entire completion of construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Agreement Documents for the construction phase.

Writing: Typing, printing, photography and other modes of representing or reproducing words in a visible form, including email, and expressions.

SECTION 3 - STANDARD SPECIFICATIONS AND DETAILS

3.1 City operates under the latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of the City's Unified Development Manual, may be found and downloaded from City's website at http://www.chandleraz.gov.

3.2 Copies of the MAG Specifications and MAG Standard Details are available at the Maricopa Association of Governments office, 302 N. 1st Avenue, Suite 300, Phoenix, Arizona. They may also be downloaded from their website at: http://www.azmag.gov/Newsroom/Publications

3.3 The MAG Specifications and Standard Details and City's amendments thereto are incorporated into the Agreement by this reference.

SECTION 4 - CONTRACTOR'S RESPONSIBILITIES FOR CONSTRUCTION SERVICES

4.1 **GENERAL**

4.1.1 Contractor must construct the Work in accordance with the Agreement Documents and as outlined in Exhibit A of the Agreement to the satisfaction of City, exercising the degree of professional care, skill, diligence, quality and judgment that a professional construction manager engaged, experienced and specializing in the construction management of construction and facilities of similar scope, function, size, quality, complexity and detail in urban areas throughout the United States comparable to Chandler, Arizona would exercise at such time, under similar conditions. Contractor must, at all times, perform the Work in conformance with sound and generally accepted engineering principles and construction management and construction contracting practices.

4.1.2 If Contractor observes errors, discrepancies or omissions in the Agreement Documents, Contractor must promptly notify the Design Professional and City and request clarification. If Contractor, with the exercise of reasonable care, should have recognized such error, inconsistency, omission, or difference and fails to report it to City, and if Contractor proceeds with the Work affected by such observed errors, discrepancies or omissions, without receiving such clarifications, Contractor does so at its own risk and will be liable to City for damages resulting from proceeding without clarification.

4.1.3 Project Team and agents of each of them, testing agencies and governmental agencies with jurisdictional interests will be provided access to the Work at reasonable times for their observation, inspection, and testing. Contractor must provide proper and safe conditions for such access.

4.1.4 Contractor must comply with, and require all Subcontractors to comply with, the Arizona Contractors' license laws, including all requirements with respect to being duly registered and licensed.

4.1.5 Contractor must ensure that all employees performing any Work for which Contractor is responsible have a legal right to live and work in the United States. In addition, all compensation of any such employee must meet all applicable requirements of the Fair Labor Standards Act (FLSA) and Federal Minimum Wage laws.

4.1.6 Contractor must comply with the Immigration Reform and Control Act of 1986 (IRCA). Contractor understands and acknowledges the applicability of the IRCA activities. Contractor agrees to comply with the IRCA while performing their work and to permit City inspection of Contractor personnel records to verify such compliance.

4.1.7 Pursuant to MAG Specifications §§ 107.4, Contractor must report immediately any discovery of archeological ruins or artifacts. Excavation must stop immediately so that City can decide on the pertinent steps to follow such discovery.

4.1.8 All property owners that may be affected by the proposed construction activities must be notified of the scope, duration of the construction activities and possible interference with their day-to-day activities by Contractor prior to start of construction. In addition, individual residential or commercial interferences, such as driveway restrictions, water outages, and all other Work adjacent to residence/business, require 48-hour notification in advance of specific adjoining Work. Notification may be through door hangers or other procedures approved by the City.

4.1.9 Access must be maintained to adjacent properties at all times during construction. Where property has more than one point of access, no more than one access will be restricted or closed at any one time. Access to adjacent private driveways will be maintained during all non-working hours.

4.1.10 Contractor must furnish and erect construction signs in accordance with Project Specifications. The signs must be professionally prepared and subject to approval by City, must be maintained by Contractor for the duration of the project, and must be removed by Contractor during the final project clean up.

4.1.11 The number of signs required, the size, shape, installation requirements and information to be included for construction signs is established on the detail sheet, provided, however, signs must be a minimum of 4 foot by 8 foot and must be installed so that the bottom of the sign is at least 4 foot above grade. No direct payment will be made for furnishing and erecting construction signs. The cost thereof must be included in other items for which direct payment is made. Sign locations will be determined by City.

4.1.12 All required construction signs must be installed by Contractor within 7 Days of Notice to Proceed.

4.1.13 The Work to be accomplished under these Agreement Documents has been designed for City by a Design Professional retained by City for this purpose. It is understood that normal construction Administration for the purpose of interpretation of the Agreement Documents is provided by City. Should any services of the Design Professional be required to assist in the corrections of errors or omissions by Contractor, or services of the Design Professional be required because of changes in structure or equipment where Contractor has requested approval of substitute methods or material, or any other items detailed herein below, those services will be provided by the Design Professional at the standard hourly rates previously negotiated with City and must be paid for by the Contractor.

4.1.14 Contractor must reimburse City for costs incurred by the Design Professional for additional services to the Project through no fault of City or the Design Professional including, but not limited to, the following conditions:

a. Additional Site visits, investigations, inspections, design work or reports by the Design Professional which are required due to damages to existing facilities or completed Work caused by the Contractor in his performance, Contractor's negligence, or Contractor's Work which is rejected as defective or as failing to conform to the Agreement Documents;

b. Design Professional construction phase services rendered on the project during the time the project remains incomplete after the Agreement date of final completion will be charged to Contractor at a rate previously negotiated City; and

c. All retesting required due to the failure of Contractor's Work to meet the requirements of the Agreement Documents will be at Contractor's expense. All standby and travel time by the City's testing lab, the Design Professional or City due to Contractor's inability to be prepared for testing at the agreed upon time will be at the Contractor's expense.

4.1.15 City may withhold from any payment otherwise due to Contractor any amounts necessary to pay the Design Professional for such additional services as provided herein above.

4.1.16 Contractor will not be required to bear additional costs incurred by City due to errors by the Design Professional.

4.2 **CONTRACTOR'S PRE-AGREEMENT AND PRE-WORK DELIVERABLES**

4.2.1 Prior to award of the Agreement, Contractor must execute Agreement and deliver to City. Failure to do so may delay Agreement award. Contractor must also provide to City its Contractor's License classification and number and its Federal Tax I.D. number.

4.2.2 Before beginning any Work under the Agreement, Agreement must be fully executed by City.

4.2.3 After Agreement award, City will issue to Contractor an award letter. At that time Contractor must deliver to City such bonds and certificates of insurance with endorsements in such amounts (and other evidence of insurance requested by City) required under Section 11 of these General Conditions, and as the Agreement requires.

4.2.4 As evidence of Workmen's Compensation Insurance, Contractor must, upon request, provide a letter of certification from the Industrial Commission of Arizona that Contractor is insured by the State Compensation Fund or is an authorized self-insurer or a certificate of insurance issued by an insurance company authorized by the Insurance Department of Arizona to write Workmen's Compensation and Occupational Disease Insurance in the State of Arizona.

4.2.5 Within 10 Days of the date of the executed Agreement letter issued by City, Contractor must submit to City for review and acceptance the following items:

4.2.5.1 Comprehensive construction Project Schedule including a Critical Path Method (CPM) diagram schedule as described in Section 6.2. Project Schedule must be in Microsoft Project standard file format. Within 10 Days of receipt of City's comments, Contractor must make all required corrections, adjustments, and additions to complete the Project Schedule and resubmit to City for review.

4.2.5.2 Preliminary schedule of submittals and Shop Drawings. Within 10 Days of receipt of City's comments, Contractor must submit the corrected and completed schedule of Shop Drawings submissions for approval. Contractor's schedule of Shop Drawings and sample submittals will be acceptable to City if it provides a workable arrangement for reviewing and processing the required submittals.

4.2.5.3 Schedule of Values in a form specified by City reflecting the subcontracts and other categories that will be used to submit Pay Applications for the Work. The total amount of the Schedule of Values must not be greater than the Agreement Price. The Schedule of Values will be reviewed at the Pre-Construction Conference and revised by Contractor within 10 Days after Pre-Construction Conference in response to comments and questions from

City. Once accepted by City in writing, the Schedule of Values for the Project must not be changed without the prior written approval of City.

4.2.6 Video Recording Requirement. Prior to performing any Work, Contractor must document the existing conditions of the Site, all other areas where Work will occur and all adjacent areas that may be impacted by the Work via digital video format. Contractor must video record and index all areas, features, buildings and other public and private improvements that could potentially be impacted by the Work. Video recording must be coordinated with City. When video recording private property, Contractor must also coordinate the video recording with the private property owner, if possible. Contractor must provide City with a copy of said digital video format prior to performing any Work.

4.2.7 Aerial Drone Construction Photography.

4.2.7.1 If Agreement duration is greater than 90 calendar days, Contractor must engage a professional unmanned aerial vehicle (UAV) aerial pilot to photograph the Site prior to construction mobilization, at three-month intervals during construction, and following final inspection. Drone camera specifications must meet the following minimum requirements:

a. 1-inch CMOS
b. Pixels: 20M
c. FOV 84 8.8 mm/24 mm (35 mm format equivalent) f/2.8-f/11 auto focus at 1 m-
d. For photographing: 16.9 Aspect Ratio: 5472x3078
e. For video shooting: MP4/MOV/H.264
f. FHD: 1920x1080 120p @100Mbps
g. File format: High Definition (HD) JPEG for digital photos and HD MPEG 4 for digital video.
h. All metadata to be recorded including GPS data and preserved with photographs provided.

Interval	**JPEG**
3 month intervals	At an altitude (AGL) between 70-90 ft.
3 month intervals	Images to be taken every 50-100 ft. to be determined based on project scope.

4.2.7.2 Drone photos to be taken in sequential geographical order and then organized and provided in the same manner unless otherwise specified.

4.2.7.3 Photos to be provided digitally via an online file share service and/or by a USB drive to contractor.

4.2.7.4 Drone pilots to obey ALL local (city, county, state) UAV regulations as well as FAA UAV guidelines including, but not limited to, conducting all flights during daylight hours, not exceeding maximum altitude ceilings (depending on area), not flying over people, yielding to other aircraft.

4.2.7.5 Drone pilots must fly drone within visual line of sight (VSOL) and have visual spotter when needed. Drone pilots only to operate in favorable weather conditions when minimum visibility is 3 miles or greater.

4.2.7.6 Drone pilots to conduct a preflight checklist and visually inspect the entire flight path prior to flying to ensure a safe flight.

4.2.7.7 Airspace Authorizations. Operations in Class G airspace are allowed without air traffic control (ATC) permission. Operations in Class B, C, D and E airspace need ATC authorization. Drone pilots to schedule each flight in advance and based on airspace if required will notify nearby airports/control towers, etc.

4.2.8 Government Approvals and Permits.

4.2.8.1 Contractor must obtain all necessary permits for the Work and pay all applicable fees, unless otherwise noted on the Plans and in the Specifications. City permit fees will be paid internally by City. For bidding purposes, an allowance for all permit fees is included in the bid schedule under the item "allowance for permit fees." The Contractor will be paid for the actual cost of the permit fees upon submitting a receipt showing the fee Contractor has paid. Excluded from the above allowance are items such as all costs incurred by the Contractor in securing the permit except for the actual permit fee established by the agency, cost for all shutdowns or outages, cost for pole bracing, cost of permits for construction water, cost of construction water, cost for any additional insurance requirements, cost for any licenses, and other similar type costs. Contractor is specifically notified of the need to obtain the necessary environmental permits or file the necessary environmental and regulatory permit notices.

4.2.8.2 Copies of all permits and the associated notices must be provided to City prior to starting the permitted activity.

4.3 PRE-CONSTRUCTION CONFERENCE

4.3.1 Prior to the commencement of any Work, City will schedule a Pre-Construction Conference.

4.3.2 The purpose of this Conference is to establish a working relationship between Contractor, the utility firms, and various City agencies. The agenda will include critical elements of the Work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, and emergency telephone numbers for all representatives involved in the course of construction.

4.3.3 Minimum attendance by Contractor at any mandatory meeting with City must be (1) Contractor's Representative, who is authorized to execute and sign documents on behalf of the firm, (2) Contractor's on-site Superintendent, and (3) Contractor's Safety Office, or other employee responsible for safety.

4.4 PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)

4.4.1 Unless otherwise provided in the Agreement Documents to be the responsibility of City or a separate Contractor, Contractor must provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Contractor to complete the Work consistent with the Agreement Documents.

4.4.2 Contractor must perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Agreement Documents. Contractor must at all times exercise complete and exclusive control over the means, methods, safety, sequences and techniques of construction.

4.4.3 Contractor's Superintendent must be present at the Site at all times that material Work

under this Agreement is taking place. Contractor's Superintendent or designee must be present at the Site at all times any other Work under this Agreement is taking place. Superintendent must not be replaced without written notice to City. Whenever the Superintendent is not present at a particular part of the Work where the City or Design Professional may desire to inform the Contractor relative to interpretation of the Drawings and Specifications or to disapproval or rejection of materials or Work performed, the City or Design Professional may provide such information in writing to the foreman or other worker in charge of the particular part of the Work in reference to which the information is given. Information so given will be as binding as if given to the Superintendent.

4.4.4 All elements of the Work must be under the direct supervision of a foreman or his designated representative on the Site who must have the authority to take actions required to properly carry out that particular element of the Work.

4.4.5 Working Hours. Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated, all Work at the Site must be performed during regular working hours, and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without City's written consent given after prior written notice to City. If it will become absolutely necessary to perform Work at night or on Saturdays, Sundays or legal holidays, the City must be informed at least 24 hours in advance of the beginning of performance of such Work. Only such Work will be done at night as can be done satisfactorily as determined by the City. Good lighting and all other necessary facilities for carrying out and inspecting the Work must be provided and maintained at all points where such Work is being done. Further, unless such non-normal work hours are performed at City's request or required by the Agreement Documents, Contractor must pay to City all additional costs incurred by City by reason of such non-normal working hours. Expenses incurred by City for overtime compensation must be reimbursed by Contractor as follows: (i) City staff at the rate set forth in current City Fee Schedule as published on City website, (ii) Design Professional and staff at the standard hourly rates previously negotiated with City, and (iii) all others at actual cost plus ten percent administrative overhead. Such costs may be deducted by City from any payments due to Contractor. Provided, however, if overtime work or work during other than normal hours is at the request of City and not due to Contractor delay, City will pay the cost of City overtime expenses.

4.4.6 Where the Agreement Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, it is Contractor's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer. All materials and equipment must be stored, applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Agreement Documents; but no provisions of any such instructions will be effective to impose on City of Design Professional responsibility for the means, methods, techniques, sequences or procedures of construction or for safety precautions incident thereto.

4.4.7 Before starting the Work, Contractor must carefully study and compare the various Plans, Drawings, other Agreement Documents, and Specifications relative to that portion of the Work, as well as the information furnished by City, must take field measurements of any existing conditions related to that portion of the Work and must observe any conditions at the Site affecting it. The exactness of grades, elevations, dimensions, or locations given on any Drawings, or the Work installed by other contractors, is not guaranteed by City.

4.4.8 Before ordering materials or doing Work, Contractor and each Subcontractor must verify measurements at the Site and will be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the Agreement Documents, including the Drawings.

4.4.9 Ground Level Construction Photography.

4.4.9.1 The Contractor must furnish progress photographs of the project. The photographer selected by the Contractor must be approved by the City and must be either a commercial photographer or an individual experienced and equipped for such photography.

4.4.9.2 The Contractor must deliver to City all photographs taken during that period with each application for payment. If the current photographs do not accompany the application, the application will not be reviewed and will be returned to the Contractor as incomplete.

4.4.9.3 Photographs must be identified by use of typewritten labels affixed to the back of the photograph. The label must provide a description of the view, the direction from which the photograph was taken, the name of the project, City's project number, the name of Contractor and the date of the photography. The stationing must also be included for all pipeline installations.

4.4.9.4 Photographs must be taken during the construction period and must be of aesthetic composition and depict the progress of the Work from the beginning of construction through and including the finished product. City may vary the specified frequency so that significant progress or changes can be recorded on the photographs.

4.4.10 Underground Facilities.

4.4.10.1 The existence and number of facilities as shown on the Plans are estimated from information furnished by the particular utility. Contractor is responsible for field verification and location of all utilities prior to the start of construction. No field work will be allowed to start until Contractor has contacted Arizona 811 and all affected utilities have been located. In addition, Contractor must expose and physically locate all potentially conflicting utilities prior to construction. The actual locations of the utilities must be compared to locations shown on the Plans and any required changes in alignment and grade must be made at the time of construction in consultation with Project Manager. It is generally recognized and Contractor should anticipate that information from Arizona 811 or information from utility companies during project design, frequently fails to disclose all underground facilities. The fact that more utility lines or other underground facilities are located in the Project Site than shown on the Project Plans does not constitute an "unforeseen Condition" and such undisclosed underground facilities do not differ materially from the conditions which Contractor should expect. The provisions of Sections 105.4, 105.6, 107.11 and 109.8.1 of the MAG Uniform Standard Specifications for Public Works Construction apply and are incorporated herein by this reference.

4.4.10.2 Contractor is responsible for all coordination with utility companies. The provisions of Sections 105.4, 105.6, 107.11 and 109.8.1 of the MAG Uniform Standard Specifications for Public Works Construction strictly apply and no additional compensation will be paid to Contractor for delays due to utility work on the project.

4.4.11 Relocation of Existing Water Meters. When a service line has been extended and a line

setter installed in a meter box, City forces will re-install meter. No compression fittings will be utilized.

4.4.12 Water Turn-On or Turn-Off.

4.4.12.1 Contractor must coordinate all water line turn-ons and turn-offs through the City. Application must be made to the Municipal Utility Division and Contractor must pay the established charges. The City will close existing valves, but will not guarantee a bone-dry Shutdown.

4.4.12.2 Contractor must notify all customers affected by the turn-off not less than 48 hours in advance. Notification must be in writing, must give the reason for the turn-off and must give the estimated time and duration that water service will be interrupted. Contractor is also notified that water turn-off will not be permitted on the Day before and after Thanksgiving Day and Christmas Day.

4.4.12.3 No direct payment will be made to Contractor for turn-ons or turn-offs. Costs associated therewith will be included in other items for which direct payment is made.

4.4.13 Tests and Inspections.

4.4.13.1 Contractor must give City timely (at a minimum, twenty-four hours) notice of readiness of the Work for all required inspections, tests or approvals. Contractor must give timely notice to City in advance of backfilling or otherwise covering any part of the Work so that city representative may, if desired, observe such part of the Work before it is concealed. Whenever Contractor varies the normal period during which Work or any portion of it is carried on each Day, Contractor must give timely notice to City so that city representative may, if desired, be present to observe the Work in progress. If Contractor fails to give such timely notice, any Work done in the absence of city representative will be subject to rejection. If Contractor gives such notice to City, but then is not ready for such inspections, tests, approvals or observations at the time so noticed, Contractor must reimburse City for all costs incurred by the attendance of city representatives.

4.4.13.2 If any law, ordinance, rule, regulation, code, or orders of any public body having jurisdiction requires any Work (or part thereof) to be inspected, tested or approved, Contractor (unless another party is specified in the Agreement Documents) must assume full responsibility therefor, pay all costs in connection therewith and furnish City the required certificates of inspection, testing, or approval. Contractor must also be responsible for and must pay all costs in connection with any inspection or testing required by the Specifications in connection with City's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Agreement Documents will be paid by City (unless otherwise specified).

4.4.13.3 All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction must be performed by organizations acceptable to City and by the Design Professional if so specified.

4.4.13.4 Neither observations by City, the Design Professional nor inspections, tests or approvals by others will relieve Contractor from their obligations to perform the Work in accordance with the Agreement Documents.

4.4.14 Uncovering Work. If any Work that is to be observed, inspected, tested or approved is covered without written concurrence of City, it must, if requested by City be uncovered for observation. Unless Contractor has given City timely notice of Contractor's intention to cover such Work and City has not acted with reasonable promptness in response to such notice, Contractor must furnish all necessary labor, material and bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order will be issued.

4.4.15 In all cases of interconnection of its Work with existing or other Work, Contractor must verify at the Site all dimensions relating to such existing or other Work. Any errors due to Contractor's failure to so verify all such grades, elevations, locations or dimensions must be promptly rectified by Contractor without any increase in the Agreement Price. Any design errors or omissions noted by Contractor during this review must be reported promptly to City.

4.4.16 Contractor must establish and maintain all construction grades, lines, levels, and benchmarks, and will be responsible for accuracy and protection of same. This Work must be performed or supervised by a licensed civil engineer or surveyor in the State of Arizona.

4.4.17 Contractor must photograph all buried piping of greater than four (4) inches in diameter prior to backfill.

4.4.18 Contractor is responsible for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Agreement Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

4.4.19 Contractor must coordinate the activities of all Subcontractors. Contractor must coordinate performance of the Work with City's Public Works & Utilities Department and other departments or agencies within City. The Design Professional and other contractors or parties involved in the Project. If City performs other work on the Project or at the Site with separate contractors under City's control, Contractor agrees to cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

4.4.20 Contractor will not substitute or change any Subcontractor or Supplier without the prior written approval of City. Any substitute or replacement Subcontractor or Supplier must be required to meet the same qualifications and selection criteria and process as the original Subcontractor or Supplier. If a Subcontract/Supplier selection plan has been approved by City, Contractor will follow that plan unless otherwise approved by City in writing.

4.4.21 Contractor must not change or replace any members of its Project team, including Contractor's Representative, Project Manager, or Superintendent, without an explanation for the change being given to City, and receiving prior written approval of the change from City, which approval will not be unreasonably withheld.

4.4.22 Subcontractors whose scope of work has a value greater than 15% of the total Agreement Price are required to furnish performance and payment bonds to Contractor, unless

otherwise approved in writing by City.

4.4.23 Contractor must comply with MAG Specification § 108.2 (E) unless otherwise specified in Agreement Documents.

4.5 **CONTROL OF THE PROJECT SITE**

4.5.1 Throughout all phases of construction, including suspension of Work, Contractor must keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Prior to Final Acceptance of the Work, or a portion of the Work, Contractor must remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use.

4.5.2 Contractor must take whatever steps, procedures or means necessary to prevent dust nuisance due to construction operations. The dust control measures must be maintained at all times to the satisfaction of City and in accordance with the requirements of the Maricopa County Bureau of Air Pollution Control Rules and Regulations.

4.5.3 Contractor must maintain Americans with Disabilities Act (ADA) and American National Standards Institute (ANSI) accessibility requirements during construction activities, including without limitation compliance with the 2010 regulations governing implementation of the ADA to the extent applicable. ADA and ANSI accessibility requirements must include, but not be limited to, parking, building access, areas of refuge, and emergency exit paths of travel. Contractor is responsible for the coordination of all Work to minimize disruption to residents and the public.

4.5.4 Only materials and equipment used directly in the Work will be brought to and stored on the Site by Contractor. When equipment is no longer required for Work, it must be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

4.5.5 Contractor agrees all persons working on the Site must act at all times in the best interest of the Project and will comply with all applicable rules and regulations reasonably set forth by City related to the Site. Notwithstanding the foregoing or anything in this Agreement to the contrary, City may remove from the Site any individual who City deems in their reasonable discretion to be creating a disturbance or causing any problem on the Site.

4.5.6 Contractor will be responsible to City for the acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and any other person performing any of the Work under an Agreement with Contractor, or claiming by, through or under Contractor, for all damages, losses, costs and expenses resulting from such acts or omissions.

4.5.7 City may conduct criminal, drive history, and all other requested background checks of Contractor and Subcontractor personnel performing Work or who have access to City's information, data, or facilities in accordance with City's current background check policies, or the provisions of the Project Specific Conditions. Any officer, employee or agent that fails to background check must be replaced immediately.

4.5.8 City will have a final authority, based upon security reasons: (i) to determine when

security clearance of Contractor's and Subcontractor's personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting personnel; and (iii) to determine whether or not any individual or entity may provide Services or perform Work under the Agreement.

4.5.9 If City objects to any personnel for any reasonable cause, then Contractor must, upon notice from City, remove such individual from the Project.

4.6 **PROJECT SAFETY**

4.6.1 The Project and all Work performed in relation thereto is governed by applicable provisions of the federal laws, including but not limited to, the latest amendments of the following:

a. Williams-Steiger Occupational Safety & Health Act of 1970, Public Law, 91-596.

b. Part 1910 and Part 1926 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.

c. Part 1518 – Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

4.6.2 Contractor is responsible for safety of the job Site for employees of Contractor as well as for members of the general public and others who may drive or walk through or be at the Site.

4.6.3 Contractor recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to: (i) all individuals at the Site, whether working or visiting; (ii) the Work, including materials and equipment incorporated into the Work and stored On-Site or Off-Site; and (iii) all other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and (iv) the owners or tenants of adjacent property and their patrons, employees and invitees.

4.6.4 Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

4.6.5 Contractor must provide a "competent person' as required by O.S.H.A regulations. The "competent person" must be identified at the Pre-Construction Conference with City advised in writing of any changes.

4.6.6 The "competent person" must make routine daily inspections of the Site and must hold weekly safety meetings with Contractor's personnel, Subcontractors and others as applicable.

4.6.7 Contractor and Subcontractors must comply with all legal and regulatory requirements relating to safety, as well as any City specific safety requirements set forth in the Agreement Documents, provided that such City-specific requirements do not violate any applicable legal and regulatory requirements.

4.6.8 Contractor will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Project Manager and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

4.6.9 Contractor's responsibility for safety under this Section is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

4.6.10 As between City and Contractor, Contractor is responsible to City for any and all the safety issues relating to the Work on the Project. Contractor must administer and manage the safety program. This will include, but not necessarily be limited to review of the safety programs of each Subcontractor. Contractor must monitor the establishment and execution of compliance with all applicable regulatory and advisory agency construction safety standards. Contractor's responsibility for review, monitoring, and coordination of the Subcontractor's safety programs will not extend to direct control over execution of the Subcontractors' safety programs. Notwithstanding Contractor's safety obligations to City, it is agreed and understood that each individual Subcontractor will remain controlling employer responsible for the safety programs and precautions applicable to its own work and the activities of other's work in areas designated to be controlled by such Subcontractor for purposes of workers compensation insurance coverage.

4.6.11 Nothing in this agreement will relieve Contractor of his responsibility to maintain traffic, structures, etc., as noted on the Plans, Specifications, and Project Specific Conditions. Contractor is responsible to provide all necessary shoring, bracing and trench support as is necessary to maintain traffic structures, etc., as stipulated in the Plans, Specifications, and Special Provisions. If the stability of adjoining building, walls, roadways, etc., is endangered by Contractor's excavation, shoring, bracing, or under pinning must be provided as necessary to ensure project safety. Cost for shoring, bracing, underpinnings, and trench support will be included in the appropriate items listed in the Agreement Price, and no additional payment will be made for this work.

4.7 MATERIALS QUALITY, SUBSTITUTIONS, AND SHOP DRAWINGS

4.7.1 Quality Control and Quality Assurance Testing.

4.7.1.1 All construction materials to be used or incorporated in the Project are subject to inspection, Quality Control & Quality Assurance Testing, and approval or rejection by City. Any material rejected by City must be removed immediately and replaced in an acceptable manner to City at no additional cost to City. When QC/QA tests indicate noncompliance with the Agreement Documents, retesting must be performed by the same testing laboratory that performed the tests that indicated noncompliance.

4.7.1.2 The Contractor must establish, provide, and maintain an effective Quality Control Testing Program (QCTP). The Contractor must develop his own program or procure the services of a consultant. In either case, the party performing the tests must be currently certified by the National Bureau of Standards in the National Voluntary Laboratory Accreditation Program (NVLAP) for construction services or the AASHTO Accreditation Plan (AAP) for Soils, Asphalt and Concrete. The Contractor must provide all support necessary to perform QC and QA testing and sampling (i.e. shoring for testing trench backfill, backhoes, motor graders, loaders, etc. to facilitate testing and sampling). The City will perform the QA testing.

4.7.1.3 The Contractor must submit a written QCTP to the City as a required submittal. The Contractor must not begin Work until the Quality Control Program has been reviewed and

accepted by the City. Resumes of all personnel that will be associated directly or indirectly with the QCTP must be included.

4.7.1.4 The QCTP must include, but not be limited to, on-site/field and laboratory testing of all material delivered to the Site and any existing materials or conditions pertinent to the project.

4.7.1.5 All testing must be under the direction of a Professional Engineer registered in the State of Arizona, knowledgeable in Materials Testing. All "Test Report" forms must be stamped by said Engineer.

4.7.1.6 The written QCTP will set forth the responsibilities of the engineer, project manager, supervisory personnel and each technician assigned to this project. Substitutions or replacement of personnel must require prior written approval by the City. All personnel must be proficient within their assigned duties and possess certification(s) commensurate with their position and responsibilities. The minimum certification(s) for each technician must be NICET Level II, Arizona Technical Testing Institute, American Concrete Institute, or other nationally recognized program applicable to the project and approved by the City of Chandler. The written QCTP must include a description of the required field and construction materials laboratory tests, including required frequencies that meet the minimums established herein.

4.7.1.7 The Contractor must establish a system to record and report all material test results. The daily test reports must include, but not be limited to:

a. Test designation;
b. Date of test;
c. Name of tester;
d. Location of test/sample (station and offset);
e. Product suppliers and product codes (as applicable);
f. Depth/elevation of test/sample;
g. Test result;
h. Control requirement(s);
i. Cause of rejection (if applicable);
j. Results of retests (if applicable); and
k. Remedial action (if applicable).

4.7.1.8 The Contractor must submit test results to the designated City representative.

4.7.1.9 The Contractor must also submit a weekly report to the City summarizing the testing and construction activities completed by emailing the report to the email addresses noted above. All weekly reports must be submitted simultaneously to the Contractor and the City of Chandler. The report must include individual summary sheets for each utility line, structure, and portion of the pavement section. Cores must be numbered sequentially throughout the Project. Re-cores must reference the original core by number and must contain the averaged values for thickness and density. Total pavement thickness must be reported**.** Vertical location of tests for underground utilities must indicate the depth of the

excavation at the location of the test (i.e., cut to flow line [if applicable], depth to bottom or top of pipe, etc.). Density tests must be numbered sequentially. If the minimum number of tests has not been performed per the written QCTP, this must be stated in the weekly summary report with an explanation of the circumstances.

4.7.1.10 The City will maintain a copy of the Project test results and weekly reports in the Project file. In cases where quality control activities do not comply with the Agreement provisions, the City may:

a. Order the Contractor to replace ineffective or unqualified quality control personnel.

b. Order the Contractor to stop operations until appropriate corrective action is taken.

4.7.1.11 Although minimum testing requirements are specified herein, the Contractor bears full responsibility for the quality of the materials and their installation and may elect to perform additional testing beyond the requirements set forth herein to ensure compliance.

4.7.1.12 The Quality Control requirements contained in this Section are in addition to and separate from Quality Assurance Testing, which will be performed by the City of Chandler or its representative. If the Quality Assurance test results are not in agreement with the Quality Control test results, the Contractor will have the option to retain a third party consultant for referee tests. The third party consultant must meet the same requirements as the consultant performing the Quality Control Testing. The results of the third party will be binding. All cost incurred by the referee testing will be the Contractor's expense. If the Contractor elects not to retain a third party for referee testing, the City of Chandler test results will prevail.

4.7.1.13 Except as otherwise noted within this Section, Work or materials required by this Section are non- pay items. Per MAG Section 101, a non-pay item is an item of Work for which no separate payment will be made, the cost of which is to be included as an incidental cost for associated item(s) included on the Bid Schedule or Schedule of Values.

4.7.2 Trade Names and Substitutions.

4.7.2.1 Substitutions prior to bid will only be considered if in compliance with Arizona Revised Statute § 34-104.

4.7.2.2 Contractor, if requested by City, must submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

4.7.2.3 City will make the final decision and will notify Contractor in writing as to whether the substitution has been accepted or rejected.

4.7.2.4 If City does not respond within 15 working days, Contractor must continue to perform the Work in accordance with the Agreement Documents and the substitution will be considered rejected.

4.7.3 Shop Drawings.

4.7.3.1 Contractor must prepare and submit Shop Drawings which show details of all Work to insure proper installation of the Work using those materials and equipment specified under the approved Plans and Specifications.

4.7.3.2 Contractor must submit a schedule of Shop Drawing submissions, which avoids bulk submissions to the extent reasonably possible, with the Project Schedule for City approval. The schedule of Shop Drawing submissions must include all of the items for which Shop Drawings are required by the Agreement Documents, including the Specifications. Unless otherwise noted, Shop Drawings will not be required for items specified or detailed in the Uniform Standard Specifications and Details or the Technical Specifications.

4.7.3.3 Shop Drawings must be numbered consecutively for each Specification section and must accurately and distinctly present the following:

a. All working and erection dimensions.

b. Arrangements and sectional views.

c. Necessary details, including complete information for making connections between work under this Agreement and work under other Agreements.

d. Kinds of materials and finishes.

e. Parts list and description thereof.

4.7.3.4 Each Drawing or page must include:

a. Project Name, City of Chandler Project Number and descriptions.

b. Submittal date and space for revision dates.

c. Identification of equipment, product or material.

d. Name of Contractor and Subcontractor.

e. Name of Supplier and Manufacturer.

f. Relation to adjacent structure of material.

g. Physical dimensions clearly identified.

h. ASTM and Federal Specifications references.

i. Identification of and justification for deviations from the Agreement Documents.

j. Contractor's stamp, initialed or signed, dated and certifying the review of submittal, certification of field measurements and compliance with Agreement.

k. Location at which the equipment or materials are to be installed.

4.7.3.5 Location will mean both physical location and location relative to other connected or attached material. City will return unchecked any submittal, which does not contain complete data on the Work and full information on related matters.

4.7.3.6 Stock or standard drawings will not be accepted for review unless full identification and supplementary information is shown thereon in ink or typewritten form.

4.7.3.7 Contractor must schedule, prepare and submit all Shop Drawings in accordance with a time-table that will allow its suppliers and manufacturers sufficient time to fabricate, manufacture, inspect, test and deliver their respective products to the project Site in a timely manner so as to not delay the complete performance of the Work.

4.7.3.8 If the Shop Drawings show departures from the Agreement requirements, Contractor must make specific mention thereof in the Letter of Transmittal; otherwise review of such submittals by City will not constitute review of the departure. Review of the Drawings will constitute review of the specific subject matter for which the Drawings were submitted and not of any other structure, material, equipment, or apparatus shown on the Drawings.

4.7.3.9 The review of Shop Drawings will be general and will not relieve Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or Work required by the Agreement. No construction called for by Shop Drawings will be initiated until such Drawings have been reviewed and approved by City.

4.7.3.10 The procedure in seeking review of the Shop Drawings will be as follows:

a. Contractor must submit complete sets of Shop Drawings and other descriptive data as specified in this Section.

b. After Contractor's submittal or resubmittal of Shop Drawings, if Contractor has submitted Shop Drawings in accordance with the City-approved submittal schedule, or upon resubmission, City will be provided with three (3) calendar weeks for review. Should City require additional review time above and beyond the three (3) calendar weeks, Contractor may ask for a time extension or monetary compensation, if they can present valid, factual evidence that actual damages were incurred by Contractor. City will determine the amount of the time extension or the monetary compensation to be awarded Contractor, if any, in accordance with City's Policy Statement for Calculating Delays and Damages, Appendix 1.

4.7.3.11 Contractor will be responsible for all extra costs incurred by City caused by Contractor's failure to comply with the procedure outline above.

4.7.4 Long Lead Time Items. Contractor must submit Shop Drawings, as required by the Engineer, on all long lead items to be furnished and installed as part of the project within 10 Days after the date of the executed Agreement letter issued by City. In addition, Contractor must order all long lead items to be furnished and installed as part of this Project within 3 Days after receiving approved Shop Drawings. For all long lead times for which Shop Drawings are not required, Contractor must order said long lead items within 15 Days after the date of the executed Agreement letter issued by City. Within 2 Days after ordering long lead items, Contractor must supply copies of all purchase orders, along with an accurate delivery schedule from the supplier.

4.7.5 Construction Water. If Contractor uses water from City's water system for construction water, Contractor must obtain a fire hydrant meter from City of Chandler Utility Services (480-782-2280) and all construction water must be obtained through the hydrant meter. Contractor must pay all fees related to the hydrant meter and all water bills for construction water. All cost for meters and construction water will be included in the Agreement Price.

4.8 PROJECT RECORD DOCUMENTS

4.8.1 During the construction period, Contractor must maintain at the jobsite a full-size set of prints of the Construction Document Drawings and Shop Drawings for Project Record Document purposes.

4.8.2 Contractor must mark these Drawings to indicate the actual installation where the installation varies from the original Construction Documents. Contractor must give particular attention to information on elements that will be concealed, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

a. Dimensional changes to the Drawings.

b. Revisions to details shown on Drawings.

c. Locations and depths of underground utilities.

d. Revisions to routing of piping and conduits.

e. Actual equipment locations.

f. Changes made by Change Order or Addendum.

g. Details not on original Agreement Drawings.

4.8.3 Contractor must mark completely and accurately Project Record Drawing sets of Construction Documents.

4.8.4 Contractor must mark Project Record Drawings sets with red erasable colored pencil.

4.8.5 Contractor must note Request for Information (RFI) Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.

4.8.6 Contractor must submit Project Record Drawing sets and Shop Drawings to City or its representative for review and comment.

4.8.7 Upon receipt of the reviewed Project Record Drawings from City, Contractor must correct any deficiencies and omissions to the Drawings and submit the final original of the Project Record Drawings to City prior to Final Payment.

4.8.8 Project Manager will review the Project Record Drawings monthly prior to the date established for the Payment Request and will be the sole judge of acceptance of these Drawings.

4.9 WARRANTY AND CORRECTION OF DEFECTIVE WORK

4.9.1 Contractor warrants to City that the construction, including all materials and equipment furnished as part of the Work, will be new unless otherwise specified in the Agreement Documents, of good quality, and free of defects in materials and workmanship. Contractor's warranty obligation excludes defects caused by abuse, alterations, or unreasonable failure to maintain the construction by persons other than Contractor, subcontractors, or others under Contractor's control. Nothing in this warranty will limit any manufacturer's warranty which provides City with greater warranty rights than set forth herein or in the Agreement. Contractor will provide City with all manufacturers' warranties and operation and maintenance manuals upon substantial completion of the Work. Contractor's warranty must be for one (1) year, in accordance with MAG Specification § 108.8, and will commence for all portions of the Work upon Final Acceptance of the entire Work as determined by City under the Agreement. All statutory or other warranties, express or implied, related to latent defects will remain in force and are not limited by this provision.

4.9.2 City May Stop the Work. If the Work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, City may order Contractor to stop the

Work without cost to City, or any portion thereof, until the cause for such order has been eliminated; however, this right of City to stop the Work will not give rise to any duty on the part of City to exercise this right for the benefit of Contractor or any other party.

4.9.3 Correction or Removal of Defective Work.

4.9.3.1 If required by City, Contractor must promptly, without cost to City and as specified by City, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by City, remove it from the Site and replace it with non-defective Work. Contractor must correct any Work which may be displaced in correcting, removing or replacing defective Work. No compensation will be allowed Contractor for such removal, replacement or remedial Work. Contractor must reimburse City for costs incurred by City due to such correction or removal including but not limited to additional expenses for inspection, testing or observation and for repeated reviews by the City or Design Professional.

4.9.3.2 Upon failure on the part of the Contractor to comply within a reasonably prompt time with any written order of City to correct or remove defective Work, City has authority to cause nonconforming materials or rejected Work to be remedied, removed, or replaced at the Contractor's expense and to deduct the costs from any moneys due or to become due the Contractor.

4.9.4 City May Correct Defective Work. If Contractor fails within a reasonable time after written notice of City to proceed to correct defective Work or to remove and replace rejected Work as required by City or if Contractor fails to perform the Work in accordance with the Agreement Documents (including any requirements of the progress schedule), City may, after 7 Days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, City may exclude Contractor from all or part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site and incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor, but which are stored elsewhere. Contractor must allow City, city representatives, agents and employees such access to the Site as may be necessary to enable City to exercise City’s rights under this Section. All direct and indirect costs of City in exercising such rights will be charged against Contractor in an amount verified by City representative, and a Change Order will be issued incorporating the necessary revisions in the Agreement Documents and a reduction in the Agreement Price. Such direct and indirect costs will include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of Work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor will not be allowed an extension of the Agreement Time because of any delay in Contractor’s performance of the Work attributable to the exercise by City or City's rights hereunder.

4.9.5 Correction or Removal of Unauthorized Work.

4.9.5.1 Any Work done beyond the lines and grades shown on the Drawings or established by the Design Professional or any changes in, additions to, or deductions from the Work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered remedied, removed, or replaced at the Contractor's expense.

4.9.5.2 Upon failure on the part of the Contractor to comply promptly with any order of the City,

City will have authority to cause unauthorized Work to be remedied, removed, or replaced at the Contractor's expense and to deduct the costs from any moneys due or to become due the Contractor.

4.9.6 Correction Period - One Year Guarantee.

4.9.6.1 If, within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Agreement Documents, or by any specific provision of the Agreement Documents, any Work is found to be defective, Contractor must promptly, without cost to City and in accordance with City's written instructions, either correct such defective Work, or, if it has been rejected by City, remove it from the Site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, must be paid by Contractor. Such action by the City will not relieve the Contractor of the guarantees required by this Section or elsewhere in the Agreement Documents.

4.9.6.2 If, in the opinion of the City, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of operation of the City, the City will attempt to give the notice required by this Section. If the Contractor cannot be contacted or does not comply with the City's request for correction within a reasonable time as determined by the City, the City may, notwithstanding the provisions of this Section, proceed to make such correction or provide such attention; and the costs of such correction or attention will be charged against the Contractor. Such action by the City will not relieve the Contractor of the guarantees required by this Section or elsewhere in the Agreement Documents.

4.9.6.3 This Section does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a guarantee for a longer period. The Contractor agrees to act as co-guarantor with such manufacturer or supplier and must furnish the City all appropriate guarantee or warranty certificates upon completion of the Project. No guarantee period, whether provided for in this Section or elsewhere, will in any way limit the liability of Contractor or their sureties or insurers under the indemnity or insurance provisions of these General Conditions and the Project Specific Special Conditions.

4.9.7 Acceptance of Defective Work.

4.9.7.1 If, instead of requiring correction or removal and replacement of defective Work, City may accept Work when in the best interest of the City to do so with appropriate monetary credit from Contractor. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Agreement Documents, including appropriate reduction in the Agreement Price; or, if the acceptance occurs after final payment, an appropriate amount must be paid by Contractor to City.

4.9.7.2 Alternatively, City may require Contractor to furnish at Contractor's expense, a special performance guarantee or other surety prior to acceptance of defective work.

4.9.8 The Warranty period begins on the Final Acceptance date noted in the Certificate of Completion, irrespective of early completion by some Subcontractors of their work.

4.9.9 Contractor's warranty obligation must be in accordance with MAG Specifications.

4.9.10 Nothing in the warranties contained in the Agreement Documents are intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this Section or the Agreement Documents. Contractor must provide City with all manufacturers' warranties prior to Substantial Completion, if applicable, or Final Acceptance.

4.9.11 Contractor agrees that it will be responsible to manage and administer the correction of any Work that is not in conformance with the Agreement Documents during the warranty periods set forth in this Section, or during any longer periods to the extent required by the Agreement Documents. A progress payment, or partial or entire use or occupancy of the Project by City, will not constitute acceptance of Work not in accordance with the Agreement Documents.

4.9.12 When notified of a warranty issue, Contractor must respond in writing within 48-hours and must perform warranty Work as soon as material for said repairs are available (as judged solely by City), and in any event Contractor must, take immediate steps to commence and complete correction of nonconforming Work no later than the time period set forth in City's written notification in accordance with the Agreement Documents. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If defects develop which are determined by City to be an emergency, City will notify Contractor, via the most expeditious means regarding the nature and condition of the defects. In turn, Contractor must immediately dispatch necessary forces to correct the defect or the emergency condition in accordance with Agreement Documents.

4.9.13 The time periods referenced in this Section apply only to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies that City may have regarding Contractor's other obligations under the Agreement Documents.

4.9.14 Without limiting the foregoing or anything in these General Conditions or the Agreement to the contrary, Contractor must obtain and provide to City all warranties for any portion of the Project offered by the manufacturer, installer or provider thereof. City and the user of the facility will have the right to the full value and benefit of all such warranties. Contractor must ensure all such warranties are fully transferrable to facilitate the full value of this Section.

4.9.15 Contractor's warranty excludes damages or defects caused by abuse, alterations to the Work not executed by or through Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

4.9.16 In the event of any noncompliance with this entire Section 4, City may require Contractor to stop or suspend the Work in whole or in part.

SECTION 5 - CITY RESPONSIBILITIES

5.1 CITY PROJECT MANAGER AND INSPECTORS

5.1.1 Project Manager is responsible for providing City-supplied information and approvals in a timely manner to assist Contractor to fulfill its obligations under the Agreement Documents.

5.1.2 Project Manager will also provide Contractor with prompt notice when it observes any failure on the part of Contractor to fulfill its contractual obligations, including any default or defect in the Project or non-conformance with the Drawings and Specifications.

5.1.3 City may utilize Field Inspectors to assist Project Manager during construction in observing performance of Contractor. City's use of Inspectors is for the purpose of assisting Project Manager.

5.1.4 The Inspectors are authorized to inspect all Work and materials furnished. Such inspections may extend to all or part of the Work and to preparation, fabrication or manufacture of the materials to be used. The Inspectors have the authority to issue instructions contrary to the Construction Documents if approved and coordinated with the directions of Project Manager.

5.1.5 The Inspectors have the authority to reject work or materials until any questions at issue can be decided by Project Manager.

5.1.6 The use of Inspectors by City will not make City responsible for or give City control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs or responsibility for Contractor's failure to perform the Work in accordance with Agreement Documents. The Inspectors are not authorized to direct any of Contractor's activities, employees or Subcontractors.

5.2 **DESIGN PROFESSIONAL SERVICES**

City may contract separately with one or more Design Professionals to provide construction administration of the Project. The Design Professional's Agreement, as well as other firms hired by City may be furnished to Contractor. Contractor does not have the right to limit or restrict or reject any Agreement modifications that are mutually acceptable to City and Design Professional.

5.3 **CITY'S SEPARATE CONTRACTORS**

City is responsible for all work performed on the Project or at the Site by separate contractors retained by City. City will contractually require its separate contractors to reasonably cooperate with, and reasonably coordinate their activities so as not to interfere with Contractor in order to enable Contractor to timely complete the Work consistent with the Agreement Documents. Contractor must immediately notify the Project manager, and address the matter in the next monthly status report, if any activities of such separate contractors are expected to interfere, or are interfering, with Contractor and such interference will or could result in any delay in Contractor's performance of the Work.

5.4 **PERMIT REVIEW AND INSPECTIONS**

5.4.1 If requested by Contractor, Project Manager will provide assistance and guidance in obtaining necessary reviews, permits and inspections.

5.4.2 The regulating agencies of City, such as Development and Sustainability, Fire and Planning Departments, enforce legal requirements. The enforcement activities of City are independent and separate from this Agreement.

5.5 **PLANS AND SPECIFICATIONS TO THE CONTRACTOR**.

Contractor will be provided up to five copies of the Agreement Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished,

upon request, at the cost of reproduction.

SECTION 6 - AGREEMENT TIME

6.1 AGREEMENT TIME

6.1.1 The Agreement Time will start with the Notice to Proceed ("NTP") and end with Final Acceptance.

6.1.2 Beginning on the date of the NTP, Contractor must begin to fulfill Contractor's obligations under the Agreement. Contractor's obligations include providing City and other agencies with any submittals required by the Project Specific Special Provisions, including but not limited to, an approved Project Schedule, Traffic Control Plans, and a Stormwater Pollution Prevention Plan. Contractor must submit all such required submittals before any physical construction work commences on the Site. NTP does not authorize construction work until all agreement insurance, bonds, and schedules are submitted to and accepted by the City.

6.1.3 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 both Substantial Completion and Final Acceptance within the Agreement Time.

6.1.4 Time is of the essence of this Agreement, for the Project, for the Work, and for each phase and designated Milestone thereof.

6.1.5 Failure of Contractor to perform any covenant or condition contained in the Agreement Documents within the time periods specified herein, will constitute a material breach of this Agreement entitling City to terminate the Agreement unless Contractor applies for and receives an extension of time, in accordance with the procedures set forth in the Agreement Documents.

6.1.6 Failure of City to insist upon the performance of any covenant or condition within the time periods specified herein, will not constitute a waiver of Contractor's duty to perform every other covenant or condition within the designated periods, unless a specific waiver is granted in writing for each such covenant or condition.

6.1.7 City's agreement to waive a specific time provision or to extend the time for performance will not constitute a waiver of any other time provisions contained in the Agreement Documents. Failure of Contractor to complete performance promptly within the additional time authorized in the waiver or extension of time agreement constitutes a material breach of this Agreement entitling City to all the remedies set forth herein or provided by law.

6.2 PROJECT SCHEDULE

6.2.1 The Project Schedule must be in Microsoft Project standard file format, must be updated and maintained throughout the Agreement Time, and must contain the following:

6.2.1.1 Detailed representation of all activities for the project, both on-site construction and major procurement. All significant activities together with the resource loading requirements for each and all items appearing on the schedule of values or bid schedule for progress payments must be shown on the Project Schedule or in attached transmittal letter as described in Section 6.2.8.

6.2.1.2 Dependencies between activities must be indicated so that it may establish as to the effect the progress of any one activity would have on other activities and on the Schedule.

6.2.1.3 Activities for submission, review, and approval of all required submittals.

6.2.1.4 An amount of time will be established prior to the final completion date for "punch list and cleanup". No other activities will be scheduled during this period. Punch list and cleanup must be shown on the Project Schedule and must be entirely completed prior to the expiration of the Agreement Time.

6.2.2 Within 10 Days of receipt of City's comments, Contractor must make all required corrections, adjustments, and additions to complete the Project Schedule and resubmit to City for review. City's review of and response to the Project Schedule is for the purpose of: (1) City planning and staffing for the Project as may be required from time to time; (2) ensuring Contractor's general conformance with the scheduling requirements of the Agreement Documents and completion of the Project within the Agreement Time; and (3) monitoring and evaluating the construction status for purposes of approving monthly progress payments. Acceptance of a submitted schedule by City should in no way be construed as an affirmation or admission that the schedule is reasonable or workable by Contractor. The responsibility for completing the Work on the Project within the Agreement Time remains the obligation of Contractor. City's review does not relieve Contractor from compliance with the requirements of the Agreement Documents or be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the work.

6.2.3 The Project Schedule must show milestones, including milestones for City-furnished information, and must include activities for City-furnished material and construction by other contractors when those activities are interrelated with Contractor activities.

6.2.4 The Project Schedule must be revised as required by conditions and progress of the Work, but such revisions do not relieve Contractor of its obligations to complete the Work within the Agreement Time, as adjusted in accordance with the Agreement Documents. No modification to the Agreement Documents or the Agreement Time will be effective unless approved in advance by City.

6.2.5 For all items of materials and equipment that are critical or may require long lead times to acquire, the Project Schedule must show dates for submission, review and approval of submittals, ordering, and delivery.

6.2.6 An updated Project Schedule must be submitted monthly to City as part of the Payment Request. The monthly submittal must include one full size plot of the entire schedule and one electronic copy containing the schedule in Microsoft Project standard file format. In addition, Contractor must, upon request by City, provide a copy of all submitted schedule data in electronic format which must be clearly labeled with the Project description, scheduling program name and version number, and schedule print/data date.

6.2.7 Contractor must provide City with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Agreement Documents that require resolution, and (iii) other information detailing items that require resolution so as not to jeopardize the ability to complete the Work in the Agreement Time.

6.2.8 With each Project Schedule submittal, Contractor must include a transmittal letter including the following:

a. Description of problem tasks, referenced to field instructions or requests for information (RFI's), as appropriate.

b. Current and anticipated delays including:

(i) Cause of the delay.

(ii) Corrective action and schedule adjustments to correct the delay.

(iii) Known or potential impacts and their delay on other activities, milestones, and their impact on the Substantial Completion and Final Acceptance dates.

(iv) Changes in construction sequence.

c. Pending items and status thereof including but not limited to:

(i) Time Extension requests;

(ii) Substantial Completion date status;

(iii) Final Acceptance date status.

d. If ahead of schedule, the number of calendar Days ahead.

e. If behind schedule, the number of calendar Days behind.

f. Other Project or scheduling concerns.

6.2.9 Critical Path Method (CPM).

6.2.9.1 Unless otherwise specified in the Agreement, the Project Schedule must include a Critical Path Method (CPM) diagram schedule showing the sequence of activities, the interdependence of each activity and identifies the Critical Path.

6.2.9.2 The CPM diagram schedule must be in calendar Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float Times for all activities except critical activities. The CPM diagram must be presented in a time scaled graphical format for the Project as a whole.

6.2.9.3 The CPM diagram schedule must indicate all relationships between activities.

6.2.9.4 The activities making the Project Schedule must contain sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluation the progress of the Work. Individual activities must not exceed 30 Days in length, in most cases.

6.2.9.5 The CPM diagram schedule must be based upon activities, which coincide with the Schedule of Values.

6.2.9.6 The CPM diagram schedule must show all submittals associated with each work activity and the review time for each submittal.

6.2.10 Float Time.

6.2.10.1 The total Float Time within the overall schedule is for the exclusive use of City, but City may approve Contractor's use of Float as needed to meet Agreement Milestones and

the Project completion date.

6.2.10.2 Contractor will not be allowed to sequence, hide, or reallocate Float Time through such strategies, as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, tec. No time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Agreement Time.

6.2.11 City-Caused Delays. City-caused delays on the Project, if any, may be offset by City-caused time savings (i.e., Critical Path submittals returned in less time than allowed by the Agreement, approval of substitution requests and credit changes which result in savings of time to Contractor, etc.) In such an event, Contractor will not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded and the Agreement Time is also exceeded.

6.2.12 Rain-Related Delays. Contractor is required, in preparing the Project Schedule to take into account all relevant weather conditions, including normal rainfall and distribution. No additional compensation will be given for any rain-related delays or impacts on the Work or the Project Schedule. No time extension will be granted in the Project Schedule unless the rainfall during the construction of Work is unusually severe, was not reasonably anticipated, and the total rainfall was significantly in excess of the normal rainfall for the Project Site location. Normal rainfall for the Project will be determined from the 10-year average rainfall for the Site as measured by the National Oceanic and Atmospheric Administration or comparable source of reliable information for rainfall in Chandler, Arizona. In addition, the excessive rainfall must have actually impacted Work activities on the Critical Path and caused delay beyond any remaining Float at the time of the rain- caused delay. The burden of documenting normal rainfall, the excessive rainfall and the impact on Critical Path activities is on Contractor. All other provisions in the Agreement Documents relating to claims, including without limitation notice requirements, apply to any claim by Contractor for a rain delay.

6.2.13 City's "Policy Statement for Calculating Delays and Damages," Appendix 1 to these General Conditions, will apply to all claims of delay and delay damages.

6.2.14 Force Majeure. If Contractor is delayed or prevented from the performance of any Work required under this Agreement by reason of acts of God or other causes beyond the control and without fault of Contractor (financial inability excepted), performance of that Work will be excused, but only for the period of the delay. The time for performance of the Work will be extended for a period equivalent to the period of delay. In addition, the parties agree if Contractor's delayed or suspended performance directly arises out of or directly results from the COVID-19 pandemic, Contractor's delayed or suspended performance may be excused as set forth in this clause. Provided, however; Contractor must give the City written notice within 30 days of the occurrence of the event giving rise to COVID-19 pandemic related delayed or suspended performance. For COVID-19 pandemic related delay or suspended performance, the parties must agree in writing to the length of the excused delay or suspended performance. Further, Contractor must obtain the City's written approval to use any allowance established as part of the project for delays and costs related to the COVID-19 pandemic.

6.3 SUBSTANTIAL COMPLETION

6.3.1 When Contractor considers that the Work, phase or a portion thereof, which City agrees in

writing to accept separately, is substantially complete, City will prepare and submit to Contractor a comprehensive Punch List of items to be completed or corrected prior to Final Acceptance and Final Payment. Failure to include an item on such Punch List does not alter the responsibility of Contractor to complete all Work in accordance with the Agreement Documents.

6.3.2 Upon receipt of Contractor's Punch List, Project Manager will make an inspection to determine whether the Work or designated portion thereof is substantially complete. Project Manager may, at Project Manager's sole option, be assisted in such inspection by the Design Professional for the Project. If the inspection by the Project Manager discloses any item, whether or not included on Contractor's Punch List, which is not sufficiently completed in accordance with the Agreement Documents so that City can occupy or utilize the Work, phase or designated portion thereof for its intended use, Contractor must, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by Project Manager. In such case, Contractor must then submit a request for another inspection by Project Manager to determine Substantial Completion.

6.3.3 Certificate of Substantial Completion.

6.3.3.1 The Project Manager will not issue a Certificate of Substantial Completion unless and until the Work (or separable units or Phases as provided in the Agreement Documents) is essentially and satisfactorily complete in accordance with the Agreement Documents, such that the Project is ready for use by City for its intended purpose, opening to the general public, full occupancy or use by City (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and all areas serving the general public, as applicable, must be ready for full-operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories and similar elements are installed in the proper manner and in operating condition, inspected and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air condition, vertical transportation and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and other Work as applicable, has been performed to a similar state of essential and satisfactory completion. A minor amount of Work, as determined by and at the discretion of the Project Manager, such as installation of minor accessories or items, a minor amount of painting, minor replacement of defective work, minor adjustment of controls or sound systems, or completion or correction of minor exterior work that cannot be completed as a result of weather conditions, will not delay determination of Substantial Completion. If prior written approval is obtained from City for purposes of Substantial Completion, specified areas of the entire Work or Project may be individually certified as Substantially Complete. In no event will Substantial Completion be deemed to have occurred unless and until: (i) a temporary certificate of occupancy has been issued by the appropriate Governmental Authorities (as applicable) and (ii) all terms and Work required under this Agreement have been fulfilled by Contractor and same will have also been approved and accepted by City, subject only to the Punch List items.

6.3.3.2 If requested by City, Contractor must complete and turn-over to City the Project on a phased basis. Each phase will have a separate inspection by the Project Manager, a Punch List generated, and then an inspection by City with final approval and acceptance only after the

Project Manager's Punch List.

6.4 **PARTIAL UTILIZATION**

6.4.1 City at City's option may use and occupy any substantially completed parts of the Work which has specifically been identified in the Agreement Documents, or which City, the Design Professional and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by City for its intended purpose, without significant interference with Contractor's performance of the remainder of the Work, provided, however, if the portion of the Work to be used or occupied has not been found to be substantially complete, City must do so in accordance with Section 6.3 prior to such occupancy.

6.4.2 In lieu of the issuance of a Certificate of Substantial Completion as to part of the Work, City may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, City and Contractor agree in writing as to the division of responsibilities between City and Contractor for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

6.4.3 Substantial Completion of or City's beneficial occupancy of a part of the Project will not alter the fact that the one-year warranty for the whole Project starts at the date of Final Completion of the whole Project.

6.5 **FINAL ACCEPTANCE**

6.5.1 Unless otherwise expressly agreed to in writing by City, Final Acceptance must be obtained by no later than 30 Days (60 Days for federally funded agreements) after the date of Substantial Completion. Failure to timely obtain Final Acceptance will be a material breach of the Agreement.

6.5.2 Upon receipt of written notice that the Work is ready for final inspection and acceptance, City and Contractor will jointly inspect to verify that the remaining items of Work have been completed. There will be no partial acceptance. Final Acceptance will not occur until all items of Work, including Punch List Items, have been completed to City's satisfaction as reflected in the written Final Acceptance.

6.5.3 Final Payment will not be due, owing, or paid by City until Final Acceptance is issued.

6.5.4 Landscape Establishment Period. Unless otherwise expressly agreed to in writing by City, the Landscape Establishment Period will begin on the date of Final Acceptance of the Project and will run 90 Calendar Days thereafter. Landscape Establishment Period requirements are detailed in General Conditions Appendices, attached herein.

6.6 **CONTINUATION OF WORK**

6.6.1 Permitting Contractor to continue and finish the Work or any part of it after the time fixed for its completion (whether milestone, phase, Substantial Completion or Final Acceptance) or after the date to which the time fixed for any completion may have been extended, does not operate as a waiver by City of any rights under the Agreement Documents, law or equity.

6.6.2 Furthermore, the timely completion of the Work being of the utmost importance under this Agreement, notwithstanding the existence of one or more disputes between the parties

concerning the scope of the Work, the Project Schedule, Agreement Time, payments or any other matter, and further notwithstanding a party's invocation of the Dispute Resolution provisions specified in Appendix 6 of these General Conditions, unless City suspends the Agreement or Contractor's performance pursuant to Section 10 of these General Conditions, Contractor will continue to prosecute the Work, including any Change Order work or Extra Work Orders, in a diligent and timely manner and not stop, slow down or impede by action or inaction the progress of the Work, including commencing performance of and thereafter completing any additional work called out in any Change Order or Extra Work Order issued by Project Manager with the approval of City, so long as City makes payment to Contractor in accordance with Section 8 of these General Conditions.

SECTION 7 - AGREEMENT PRICE

7.1 UNIT PRICE AGREEMENTS

7.1.1 The Agreement Price for all Unit Price Agreements will be the amount set forth in the Agreement or Change Order multiplied by the verified quantity provided.

7.1.2 Measurements of quantities to determine the total Agreement Price must be in accordance with MAG Specification §§ 109.1 and 109.2.

7.1.3 The Unit Price may only be changed as set forth in Section 9 below.

7.2 CHANGE ORDERS

7.2.1 Unit Price Change Orders. The Change Order Price for all Unit Price Change Orders will be the amount set forth in the Change Order multiplied by the verified quantity provided.

7.2.2 Measurements of quantities to determine the total Change Order Price must be in accordance with MAG Specifications §§ 109.1 and 109.2.

7.2.3 The Unit Price may only be changed as set forth in Section 9 below.

7.2.4 MAG Specification § 109.4.1 is modified as follows: Before § 109.4.1, the following is added: Any deduction or increase in the Agreement Price must be supported by a signed, written Change Order fully executed by City, and supported by such backup as the Project Manager may require.

7.3 SALES TAX

Contractor is required to pay all applicable sales tax in accordance with the law of the state of Arizona and this cost must be included in all Agreement Prices. When equipment, materials or supplies generally taxable to Contractor are eligible for a tax exemption due to the nature of the Project, Contractor must assist City in applying for and obtaining such tax credits and exemptions which will be paid or credited to City.

SECTION 8 - PAYMENT

8.1 PAYMENT FOR CONSTRUCTION SERVICES

8.1.1 Payment for the Work will be made in accordance with MAG Standard Specification § 109 as amended below.

8.1.2 Contractor must submit to City for review a completed Contractor Payment Request signed

by Contractor, covering the Work completed as of the date of the Request and accompanied by such supporting documentation as is required by the Agreement Documents and also as City may reasonably require. A Contractor Payment Request will not be considered complete unless it is accompanied by an updated Project Schedule and a certification that the on-site, red lined, as built Drawings are up to date. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably, securely stored at the Site or at another location (such as a bonded warehouse) agreed to in writing, the Contractor Payment Request must also be accompanied by such data, satisfactory to City, as will establish City's title to the material and equipment and protect City's interest therein, including applicable insurance. Each subsequent Contractor Payment Request must include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied to discharge in full all of Contractor's obligations reflected in prior Contractor Payment Requests.

8.1.3 Except for Work performed under a JOC Agreement, the Contracting Agency will retain 10 percent of all estimates as a guarantee for complete performance of the Agreement in accordance with Arizona Revised Statutes Section 34-221 or 34-607. The Contractor may elect to deposit securities in lieu of retention in accordance with Arizona Revised Statutes Section 34-221, Paragraph C.5. or 34-607, Paragraph B.5.

8.1.4 The payment process functions as follows: Prior to the payment cycle date, Contractor must send a draft Contractor Payment Request to Project Manager. The Project Team will review the Request and agree upon any necessary adjustments. Contractor must certify the final Request by signing and returning to Project Manager.

8.1.5 When construction of the Project is fifty percent (50%) completed, Contractor may request payment of one-half of the retention pursuant to A.R.S. § 34-609(B)(3), subject to all of City's rights to withhold or offset payments, and other rights of City, under the Agreement.

8.1.6 City reserves the right under A.R.S. § 34-609(B)(3) to reinstate the ten percent (10%) retention if City determines that satisfactory progress is not being made.

8.1.7 Contractor's Warranty of Title.

8.1.7.1 Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Contractor Payment Request, whether incorporated in the Project or not, will pass to City at the time of payment, free and clear of all liens, claims, security interests, and encumbrances, provided that this will not preclude the Contractor from installing metering devices or other equipment of utility companies or municipalities, the title of which is commonly retained by the utility company or municipality.

8.1.7.2 No materials, supplies, or equipment for the Work under this Agreement will be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein, or any part thereof, is retained by the seller or supplier.

8.1.7.3 Nothing contained in this Section will defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor in the hands of the City. The provisions of this Section must be inserted in all subcontracts and material agreements, and notices of its provision must be given to all persons furnishing materials for the Work when no formal agreement is entered into for such materials.

8.2 **PAYMENT UPON SUBSTANTIAL COMPLETION**

8.2.1 No payment will be made upon Substantial Completion, except for a regularly-scheduled monthly progress payment, as allowed by Section 8.2.2.

8.2.2 No further payments will be made to Contractor until Final Acceptance.

8.3 **FINAL PAYMENT**

8.3.1 Subject to all of City's rights to withhold or offset payment, and other rights under the Agreement, Final Payment including remaining retainage will be paid only after:

a. Work has been fully completed (including completion of all incorrect or incomplete work items) and the written Final Acceptance has been issued by City;

b. Necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, acceptable sewer video results (if applicable), and complete "as-built" Drawings (including the Building Information Model, if required by the Agreement Documents) have been delivered to City, as specified in this Section 8.3;

c. Full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to Contractor;

d. All conditions and requirements imposed by City or any financing entity for the corresponding disbursement have been met; and

e. Contractor delivers to City a Contractor Payment Request requesting Final Payment.

8.3.2 Contractor must also submit a signed copy of Contractor's Affidavit Regarding Settlement of Claims, Appendix 3 to these General Conditions, and Certificate of Completion, Appendix 7 to these General Conditions, prior to Final Payment.

8.3.3 In addition, if required under the Project Specific Special Provisions, Contractor must compile a complete equipment list and maintenance manual to be submitted to City as a precondition to Final Payment. The list must include the following items for all equipment supplied under the Plumbing, Electrical, Air Conditioning, Elevator, and other Special Equipment Specifications:

a. Name, Model and Manufacturer.

b. Complete parts lists and Drawings.

c. Local source of supply for replacement parts along with suppliers' telephone numbers.

d. Local service organizations serving the equipment and their telephone numbers.

e. All tags, inspection slips, instruction packages, etc., removed from equipment must be properly identified as to pieces of equipment from which they were taken.

8.3.4 Contractor must also deliver to City, prior to Final Payment, one (1) digital (in the format specified by City), and if requested by City, one (1) hard copy, of any applicable Maintenance manuals. Each manual must include all manufacturer's operation and maintenance instructions and "as-built" Drawings with the list herein specified. It must also include all other diagrams and instructions necessary to properly operate and maintain the equipment, the name, address and telephone number of Contractor and all Subcontractors involved.

8.4 **CITY'S RIGHT TO WITHHOLD PAYMENT**

City may withhold payment to such extent as may be necessary in City's opinion to protect City from loss for which Contractor is responsible, including, without limitation, if any of the following conditions exist:

a. Defective Work not remedied;

b. Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to City is provided by Contractor;

c. Failure of Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

d. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Agreement Price;

e. Damage to City or another Contractor;

f. Reasonable evidence that the Work will not be completed within the Agreement Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

g. Failure to carry out the Work in accordance with the Agreement Documents; or

h. Contractor is in default of any of its other obligations under the Agreement Documents.

8.5 **JOINT/DIRECT CHECKS**

To promote the timely completion and progress of the Work or when appropriate and necessary, payments to Contractor may be made jointly to Contractor and its employees, agents, Subcontractors and suppliers, or any of them. For federally funded agreements, see federal provisions for additional requirements for the joint check process.

8.6 **PAYMENT NOT A WAIVER**

No payment (nor use or occupancy of the Project by City) will be deemed acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of City.

8.7 **LIENS AND BOND CLAIMS**

Contractor must make all payments, in the time required, of all labor and materials furnished to Contractor in the course of the Work and must promptly furnish evidence of such payments as City may require. Contractor must pay when due all claims arising out of performance of the Work covered by this Agreement for which a lien may be filed either against the real estate or leasehold interest of City, or against payments due from City to Contractor, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, Contractor agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of City,

against payment due from City to Contractor, or against any payment or performance bond, must be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this Agreement, and Contractor agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within 10 Days upon receiving notice or obtaining actual knowledge of the existence of such liens or claim. In addition, Contractor agrees to defend, indemnify, and hold harmless City from and against any and all such liens and claims. This paragraph does not apply to claims and liens of Contractor due to non-payment for work performed.

8.8 **FINANCIAL RECORDKEEPING AND CITY'S AUDIT RIGHT**

8.8.1 Records for all Agreements between City and Contractor must, upon reasonable notice, be open to inspection and subject to audit, scanning, and reproduction during normal business working hours. Such audits may be performed by any City's representative or any outside representative engaged by City for the purpose of examining such records. City or its designee may conduct such audits or inspections throughout the term of this Agreement and for a period of five years after Final Payment or longer if required by law. City's representatives may (without limitation) conduct verifications such as counting employees at the Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with Contractor employees, field and agency labor, Subcontractors, and vendors.

8.8.2 Contractor's "records" must include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Document. Such records must include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating work sheets; correspondence; Change Order files (including documentation covering negotiated settlements); back-charge logs and supporting documentation; invoices and related payment documentation; general ledger, information detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to City or the Project in connection with Contractor's dealings with City or the Project (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of any or all of the following:

a. Compliance with Agreement requirements for deliverables;

b. Compliance with approved Plans and Specifications;

c. Compliance with § 14.9 below;

d. Compliance with Agreement provisions regarding the pricing of Change Orders;

e. Accuracy of Contractor representations regarding the pricing of invoices; or

f. Accuracy of Contractor representations related to claims submitted by

Contractor or any of their employees.

8.8.3 Contractor must require all payees (examples of payees include Subcontractors, Suppliers, Insurance Carriers, etc.) to comply with the provisions of this Section by including the requirements hereof in a written agreement between Contractor and payee. Contractor will ensure that all payees (including those entering into lump sum agreements) have the same right to audit provisions contained in this Agreement included in their agreements with Contractor.

8.8.4 City's authorized representative(s) (including, without limitation, Project Manager) must have reasonable access to Contractor's facilities, must be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement and must be provided adequate and appropriate work space, in order to conduct audits in compliance with this Section.

8.8.5 If an audit inspection or examination in accordance with this Section, discloses overpricing or overcharges to City (of any nature) by Contractor or Contractor's Subcontractors in excess of $100,000 in addition to making adjustments for the overcharges, the reasonable actual cost of City's audit must be reimbursed to City by Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of Contractor's invoices or records must be made within a reasonable amount of time (not to exceed 90 Days) from presentation of City's findings to Contractor.

8.8.6 In addition to the normal paperwork documentation Contractor typically furnishes to City, Contractor agrees to furnish, upon written request from City, any of the documentation necessary for City to exercise its audit rights under this Section 8.8 in computer readable file formats (Word, Excel, or .pdf), as City may designate.

8.8.7 City, its authorized representative, and the appropriate agency, reserve the right to audit Contractor's records in compliance with local, state or federal policies, statutes or at City's discretion, within three (3) years of Final Acceptance of the Work.

SECTION 9 - CHANGES TO THE AGREEMENT

9.1 **FIELD ORDERS**

City may authorize minor changes in the Work not involving an adjustment in the Agreement Price or the Agreement Times, which are consistent with the overall intent of the Agreement Documents. These may be accomplished by a written Field Order on the standard form approved and executed by City. Such Field Orders must be binding and Contractor must perform the change promptly. If Contractor believes that a Field Order justifies an increase in the Agreement Price or Agreement Time, Contractor may make a claim therefor as provided in Section 7.2.

9.2 **EXTRA WORK/CHANGES IN THE WORK**

9.2.1 City reserves the right to make such changes in the Plans and Specifications for the Work, as it may deem appropriate and any such change as set forth in a written Change Order must be deemed a part of this Agreement as if originally incorporated herein.

9.2.2 In the event City and Contractor cannot agree on the terms of a Change Order, or when circumstances otherwise require, the Project Manager has the authority to direct the Contractor to perform extra work, if the work in question is an item not provided for in the

Agreement as awarded. The Project Manager will have the authority to determine, based upon factual evidence presented by the Contractor, whether the work in question is an item not provided for in the Agreement as awarded. If the Project Manager directs the Contractor to perform extra work, the Project Manager's instructions will include a price that the Contractor cannot exceed in charging the City for the extra work. Upon receipt of the Project Manager's directions to perform extra work, the Contractor must promptly proceed with the extra work and document the actual cost thereof. Contractor's right to payment for extra work will be determined under Subsection 9.2.4 below. The Contractor is responsible to manage the extra work to ensure that the price limits set by the Project Manager are not exceeded. Contractor must perform the extra work and submit documentation for the actual cost of the extra work to the City. A Change Order will be issued to cover this work.

9.2.3 Contractor will not be entitled to payment for extra work unless a written Change Order, in form and content prescribed by City, has been executed by City. On all requests for Change Orders, Contractor must specify the increased or decreased costs and whether it believes any extensions of time will be necessary to complete its Work as modified by the Change Order. If extra work is performed under Subsection 9.2.2 above, a corresponding Change Order will be prepared, approved and processed by City before payment can be made to Contractor.

9.2.4 In general, pricing for Change Orders will include the same mark-up percentages that were in effect when the Agreement was awarded. The cost or credit to the City resulting from a change in the Work is subject to Appendix 1 (Policy Statement for Calculating Delays and Damages) and will be determined, based on the type of pricing for the Agreement involved, as follows:

a. By mutual acceptance of a lump sum properly itemized in a form acceptable to City;

b. By unit prices stated in the Agreement Documents;

c. When the City determines that a Unit Price Book Job Order associated with a Job Order Agreement requires a Change Order, by using the same Total Cost Data and CCI that are in effect when the Change Order is anticipated to be issued; or

d. By actual cost and a percentage fee covering overhead and profit, as follows:

(i) Contractor will perform the extra work and be compensated for actual cost of labor, materials and equipment.

(ii) Contractor will have the right to add the fee percentage applicable to the Work under the Agreement, or if no such fee has been agreed to by the parties, not more than five percent (5%) to the Subcontractor's prices for authorized extra work performed solely by Subcontractors. Such percentage will include all of Contractor's charges for overhead, profit, administration and supervision.

(iii) Contractor or Subcontractor will have the right to add the fee percentage applicable to Work under the Agreement for self-performed extra work, or if no such fee has been agreed to by the parties, Contractor's or Subcontractor's maximum total allowable additions for overhead, profit, administration and supervision will

not exceed ten percent (10%) of actual verifiable labor, materials and equipment for such self- performed extra work.

9.2.5 Any agreement which modifies the terms of the Agreement (including Change Orders) will be approved in writing by the Project Manager. Once properly executed by both parties, these modifications to the Agreement will have the same effect as if they had been included in the original Agreement.

9.3 **ACCURACY OF CHANGE ORDER PRICING INFORMATION**

9.3.1 Subject to Sections 9.3.2 through 9.3.4, signature by the contracting parties constitutes full accord and satisfaction between City and Contractor for all costs, damages, and expenses of whatever kind of nature, including delay, impact or acceleration damages, which may be occasioned by a Change Order of other modification of the Agreement agreed to in writing.

9.3.2 Accurate Change Order Pricing Information: Contractor agrees that it is responsible for submitting accurate cost and pricing data to City to support its Fixed Price, Unit Price, or Cost Plus Change Order Proposals or other Agreement Price adjustments under the Agreement. Contractor further agrees to submit Change Order proposals with cost and pricing data which is accurate, complete, current, and in accordance with the terms of the Agreement with respect to pricing of change orders. Contractor agrees that any "buy-out savings" on Change Orders will accrue 100% to Owner. "Buy-out savings" are defined as any savings negotiated by the Contractor with a Subcontractor or a Material Supplier after receiving approval of a Change Order amount that was designated to be paid to a specific Subcontractor or Supplier for the Approved Change Order work.

9.3.3 Right to Verify Change Order Pricing Information: Contractor agrees that City, through its designated representative, will have the right to examine, copy, and scan the records of the Contractor, Subcontractor or Sub-Subcontractor's records (during the Agreement period and up to three years after final payment is made on the Agreement) to verify the accuracy and appropriateness of the pricing data used to price all Change Order proposals or claims. Contractor agrees that if City determines the cost and pricing data submitted (whether approved or not) was inaccurate, incomplete, not current, or not in compliance with the terms of the Agreement regarding pricing of Change Orders, an appropriate Agreement Price adjustment will be made. Such post-approval Contact Price adjustments will apply to all levels of contractors and Subcontractors and to all types of Change Order proposals, specifically including Fixed Price, Unit Price, and Cost Plus Change Orders.

9.3.4 Requirements for Detailed Change Order Pricing Information: Contractor agrees to provide a detailed breakdown of allowable labor and labor burden cost (i.e., base wage rate of applicable classifications of workers, payroll taxes, and insurance and benefits costs). This information will be used to evaluate the potential cost of labor and labor burden related to Change Order work. It is intended that this information represent an accurate estimate of the Contractor's actual labor and labor burden cost components. Information is not intended to establish fixed billing or Change Order pricing labor rates. However, at the time Change Orders are priced, the submitted cost data for labor rates may be used to price Change Order work. The accuracy of any such agreed upon labor rate cost components used to price Change Orders will be subject to later audit. Approved Change Order amounts may be adjusted later to correct the impact of inaccurate labor cost components if the agreed upon labor cost components are determined to be inaccurate.

9.4 **EMERGENCIES**

In any emergency affecting the safety of persons or property, Contractor will act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Agreement Price or Agreement Time resulting from emergency work will be determined as provided in this Section.

9.5 **DIFFERING SITE CONDITIONS**

9.5.1 If Differing Site Conditions are encountered at the Project Site, then notice by the observing party must be given to the other party promptly before conditions are disturbed (to the extent practicable) and in no event later than 14 Days after first observance of the conditions. City will promptly investigate such conditions and, if City determines that Differing Site Conditions exist and they materially cause an increase in the cost of, or time required for, performance of any part of the Work, Contractor will be entitled to equitable adjustment in the Agreement Price or Construction Schedule (and other time requirements), or both. If it is determined by City that the conditions at the Project Site are not Differing Site Conditions and no change is justified, then City will so notify Contractor in writing, stating the reasons. Claims in opposition to such determination must be made within 14 Days after City has given notice of its decision. If City and Contractor cannot agree on an adjustment in the Agreement Price or Construction Schedule (and other time requirements), the adjustment may be submitted to dispute resolution as provided these General Conditions.

9.6 **CHANGES IN LAWS, REGULATIONS, OR LEGAL REQUIREMENTS OR TAXES**

In the event of a material change in applicable Laws, Regulations, or Legal Requirements, or taxes subsequent to the date of the Agreement by the parties, Contractor may be entitled to a Change Order, in City's discretion, to the extent Contractor can document to the satisfaction of City that such change significantly increases Contractor's actual cost of performance of the Work.

SECTION 10 -SUSPENSION AND TERMINATION

10.1 **SUSPENSION**

City may suspend the Agreement and Contractor's performance in accordance with MAG Specifications § 105.1 and 108.7.

10.2 **TERMINATION BY THE CITY FOR CAUSE**

10.2.1 MAG Specifications § 108.11 applies to the Agreement.

10.2.2 City may also terminate the Agreement if City determines, in its sole discretion that Contractor has:

a. After prior written notice, refused or failed to supply enough properly skilled workers or proper materials;

b. After prior written notice, failed to make payment to Subcontractors for materials or labor in accordance with the respective agreements between Contractor and the Subcontractors;

c. After prior written notice, disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

d. After prior written notice, repeatedly failed to comply with written directives from City;

e. Is adjudged as bankrupt or insolvent;

f. Made a general assignment for the benefit of creditors;

g. Appointed a trustee or receiver for itself or any of its property;

h. Filed a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws; or

i. Otherwise breached a provision of the Agreement Documents or any other Agreement between City and Contractor.

10.2.3 When any of the above reasons exist, City may terminate the Agreement, without prejudice to any other rights or remedies of City, after giving Contractor and Contractors' surety, if any, 7 Days written notice of City's intent to terminate the Agreement and Contractor's failure to cure any such reasons. Upon such termination, City may: (1) take possession of the Site and of all materials thereon owned by Contractor; or (2) finish the Work by whatever reasonable method City may deem expedient. When City terminates the Agreement for one of the reasons state above, Contractor will not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Agreement Price existing at the time of such termination exceeds the costs and expenses of finishing the Work and any other damages incurred by City, such excess will be paid to Contractor. If such costs, expenses and damages exceed such unpaid balance, Contractor must pay the difference to City. This obligation for payment will survive termination of the Agreement.

10.3 **TERMINATION BY CITY FOR CONVENIENCE**

City may also terminate the Agreement at any time for its convenience upon 7 Days written notice to Contractor specifying the termination date. In the event of termination which is not the fault, in whole or in part, of Contractor, City will pay to Contractor only such compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Agreement, no further payments will be due from City to Contractor.

10.4 **A.R.S. § 38-511**

The Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

SECTION 11 -INSURANCE AND BONDS

11.1 **INSURANCE REQUIREMENTS**

11.1.1 After Agreement award, the Contractor must 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 may not be deemed to apply to required Worker's Compensation coverage.

11.1.2 The Contractor and any of its Subcontractors 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.

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

11.1.4 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, or Subcontractors and the Contractor is free to purchase any additional insurance as may be determined necessary.

11.1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve 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.

11.1.6 Use of Subcontractors: If any Work is subcontracted in any way, the Contractor must execute a written agreement 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.

11.2 **MINIMUM SCOPE AND LIMITS OF INSURANCE**

11.2.1 The Contractor must provide coverage with limits of liability not less than those stated below.

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

11.2.1.2 Automobile Liability-Any Automobile or Owned, Hired and Non-Owned Vehicles. 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 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.

11.2.1.3 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 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.

11.2.1.4 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 Agreement Price and all subsequent modifications. The Contractor's Builders'

Risk/Installation Floater insurance must be primary and not contributory.

a. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and engineers' 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.

b. 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 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- Builders' Risk/Installation Floater insurance described herein.

c. 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.

d. 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.

e. 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.

f. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.

g. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Agreement, waived against the City, its officers, officials, agents and employees.

h. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

11.2.1.5 Pollution Liability Insurance (Including Errors and Omissions). For Job Orders, Pollution Liability Insurance is only required if applicable and determined on a project specific basis. Contractor must maintain Pollution Liability Insurance with a limit of not less than $5,000,000 per loss, $5,000,000 aggregate for losses caused by pollution conditions including coverage for bodily injury, property damage, defense costs, clean-up costs, and completed operations that arise from the operations of Contractor as described in this Agreement.

a. The policy must provide for complete professional service coverage, including coverage for pollution liability that is a result of a breach of professional duties.

b. The policy must provide for protection again claims for third-party bodily injury, property damage, or environmental damage caused for pollution conditions resulting from general contracting activities for which Contractor is legally liable.

c. The policy must provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.

d. Completed Operations Coverage must be kept in place for up to the statute of repose.

e. The policy must be endorsed to include the following additional insured language: “City, its elected officials, trustees, employees, agents, and volunteers must be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of Contractor”.

f. If Work under this Agreement requires the transportation of any hazardous material or regulated substances, Contractor must carry Auto Liability with a CA 9948 endorsement or equivalent.

g. If Work under this Agreement requires the disposal of any hazardous materials from the job site, Contractor must obtain a certificate of insurance for Pollution Legal Liability from the disposal site operator with a limit of not less than $5,000,000 per loss, $5,000,000 aggregate.

11.3 **ADDITIONAL POLICY PROVISIONS REQUIRED**

11.3.1 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.

11.3.2 The Contractor’s insurance must contain broad form contractual liability coverage.

11.3.3 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 will be in excess of the coverage provided by the Contractor and must not contribute to it.

11.3.4 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.

11.3.5 Coverage provided by the Contractor must not be limited to the liability assumed under the

indemnification provisions of this Agreement.

11.3.6 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.

11.3.7 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 3 years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the required Additional Insureds set forth herein.

11.3.8 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.

11.3.9 Insurance Cancellation During Agreement Term.

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

11.3.9.2 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 30 Days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then 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 require notice, the Contractor or its insurance broker must notify the City of any cancellation, suspension, non-renewal of any insurance within 7 Days of receipt of insurers' notification to that effect.

11.3.10 City as Additional Insured. The above-referenced policies are to contain, or be endorsed to contain, the following provisions:

11.3.10.1 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.

11.3.10.2 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.

11.4 BONDS AND OTHER PERFORMANCE SECURITY

11.4.1 After Agreement award, Contractor must provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Agreement Price.

11.4.2 Each such bond must be executed by a surety company or companies holding a Certificate

of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance and must be named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. A copy of the Certificate of Authority must accompany the bonds. The Certificate must have been issued or updated within two (2) years prior to the execution of this Agreement. The bonds must be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required.

11.4.3 The bonds must be made payable and be acceptable to City. The bond forms for the performance and payment bonds must be in the forms required under A.R.S. § 34-221, *et. Seq.,* as in Appendices 4 and 5 of these General Conditions.

11.4.4 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement Documents, Contractor must promptly furnish a copy of the bonds or must permit a copy to be made.

11.4.5 All bonds submitted for this Project must be provided by a company which has been rated AM Best rating of A- or better for the prior four quarters by the latest edition of the 'Results Best's Key Rating Guide (Property/Casualty)" published by the A.M. Best Company.

11.4.6 Personal or individual bonds are not acceptable.

11.4.7 If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent, or Contractor's right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of this Section 11.4, Contractor must within 5 Days thereafter substitute another Bond and surety, both of which must be acceptable to City.

SECTION 12 - INDEMNIFICATION

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

SECTION 13 -DISPUTE RESOLUTION

13.1 All disputes arising out of or relating to the Agreement, the Work or the Project, other than termination under Section 10, will be resolved pursuant to the Dispute Resolution process set forth in Appendix 6 of these General Conditions, and not pursuant to MAG Specifications § 110.

13.2 Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations under the Agreement until such dispute is resolved.

13.3 Notwithstanding any other provision in this Agreement, City has the right to immediately file in court and pursue an action for a temporary restraining order and injunctive relief against Contractor if City determines that such action is necessary to protect its interests under the Agreement, to obtain specific performance of any provision of the Agreement, to advance the completion of the Project, or to protect health, welfare and safety.

SECTION 14 - MISCELLANEOUS PROVISIONS

14.1 AGREEMENT DOCUMENTS

14.1.1 The Agreement Documents are intended to permit the parties to complete the Work and all obligations required by the Agreement Documents within the Agreement Times for the Agreement Price. The Agreement Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

14.1.2 It is the intent of the Agreement Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Agreement Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Agreement Documents or from prevailing custom or trade usage as being required to produce the intended result must be provided by Contractor whether or not specifically called for at no additional cost to City.

14.1.3 The Agreement Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Agreement Documents), Contractor's Bid or Proposal (including documentation accompanying the Bid and any post-Bid documentation submitted prior to Agreement award) when attached as an exhibit to the Agreement, the accepted Project Schedule, the Notice to Proceed, the Performance Bond, the Payment Bond, Project Design, Engineering and Specifications, these General Conditions, the Project Specific Special Provisions, Technical Specifications, Agreement Drawings, as the same may be more specifically identified in the Agreement, Change Orders, Work Change Directives, Field Orders and the written interpretations and clarifications of the Design Professional or City representative and Modifications issued after execution of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Agreement Documents.

14.1.4 In the event of any inconsistency, conflict, or ambiguity between or among the Agreement Documents, the Agreement Documents will take precedence as follows from highest to lowest: Change Orders, Addenda, Agreement, Project Specific Special Provisions, General Conditions, Technical Specifications, Drawings/Plans, Chandler Amendments to MAG Standard Specifications and Chandler Standard Details, and MAG Uniform Standard Specifications and Details for Public Works Construction. If applicable to this Agreement, Federal Provisions prevail.

14.1.5 On the Drawings, given dimensions will take precedence over scaled measurements and large scale drawings over small-scale drawings.

14.1.6 Clarifications and interpretations of the Agreement Documents will be issued by the Design Professional through the City.

14.1.7 The headings used in this Agreement or any other Agreement Documents, are for ease of reference only and must not in any way be construed to limit or alter the meaning of any provision.

14.1.8 The Agreement Documents form the entire agreement between City and Contractor. No oral representations or other agreements have been made by the parties except as specifically stated in the Agreement Documents.

14.1.9 The Agreement Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party in the form of a Change Order.

14.1.10 Re-Use of Documents. Neither Contractor nor any Subcontractor, manufacturer, fabricator, supplier or distributor will have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the Design Professional; and they must not re-use any of them on extensions of the Project or any other project without written consent of City and the Design Professional and specific written verification or adaptation by the Design Professional.

14.2 **REFERENCE STANDARDS**

14.2.1 Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, will mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Agreement Documents.

14.2.2 The provisions of any such standard, specification, manual or code, or any instruction of a Supplier will not change the duties or responsibilities of City, Contractor, Design Professional or Project Manager, or any of their Subcontractors, consultants, agents, or employees from those set forth in the Agreement Documents, nor will any such provision or instruction assign to City, Contractor, Design Professional, or any of their agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Agreement Documents.

14.3 **COMPLIANCE WITH ARIZONA LAW AND FEDERAL LAW**

14.3.1 Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") must comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A).

14.3.2 A breach of the Contractor Immigration Warranty constitutes a material breach of this Agreement and subject to penalties up to and including termination of this Agreement.

14.3.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Agreement to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.

14.3.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.

14.3.5 The provisions of this Article must be included in any agreement the Contractor enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "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.

14.4 **HAZARDOUS ENVIRONMENTAL CONDITIONS**

14.4.1 Contractor will not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Agreement Document to be within the scope of the Work. Contractor will be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

14.4.2 If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition. Contractor must immediately:

a. Secure or otherwise isolate such condition;

b. Stop all Work in connection with such condition and in any area affected thereby; and

c. Notify City and promptly thereafter confirm such notice in writing.

14.4.3 City will promptly retain a qualified expert to evaluate such condition or take corrective action, if any.

14.4.4 Contractor will be responsible for any and all civil or criminal penalties, fines, damages, or other charges imposed by any regulatory agency or court for sewage discharges that are in violation of applicable statutes and laws and that are a result, direct or indirect, of work performed under this Agreement. Contractor will also be responsible for reimbursement to City for administration, reporting, and tracking expenses required as a result of any spill event. In the event the regulatory agency or court imposes a probationary period, Contractor must post bond for the probationary period to ensure that all such costs are reimbursed to City. This responsibility will apply whether penalties are imposed directly on Contractor or any of its Subcontractors, or the City of Chandler. Contractor must defend and indemnify City against such penalties. Regulatory agencies may include, but are not limited to, the Arizona Department of Environmental Quality (ADEQ) and the United States Environmental Protection Agency (USEPA).

14.5 **COOPERATION AND FURTHER DOCUMENTATION**

Contractor agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of the Agreement Documents.

14.6 **ASSIGNMENT**

Neither Contractor nor City will, without the written consent of the other assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Agreement Documents, any such assignment will be void, will transfer no rights to the purported assignee, and would be a material breach of the Agreement.

14.7 **SUCCESSORS**

Contractor and City intend that the provisions of the Agreement Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

14.8 **LAWFUL PRESENCE**

Pursuant to A.R.S. §§ 1-501 and 1-502, City is prohibited 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 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.

14.9 **NO BOYCOTT OF ISRAEL CERTIFICATION**

By Contractor's signature on this Agreement, Contractor certifies under A.R.S. § 35-393.01 that Contractor is not currently engaged in and for the duration of this Agreement will not engage in a boycott of Israel.

14.10 **NO THIRD PARTY BENEFICIARY**

Nothing under the Agreement Documents will be construed to give any rights or benefits in the Agreement Documents to anyone other than City and Contractor, and all duties and responsibilities undertaken pursuant to the Agreement Documents will be for the sole and exclusive benefit of City and Contractor and not for the benefit of any other party, unless otherwise expressly set forth in the Agreement Documents.

14.11 **GOVERNING LAW AND VENUE**

The Agreement and all Agreement Documents will be deemed to be made under, and will 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 court action to enforce any provision of the Agreement or to obtain any remedy with respect hereto must be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

14.12 **SEVERABILITY**

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

14.13 **LEGAL REQUIREMENTS**

At all times relevant to its entry into this Agreement and performance of the Services and the Work, Contractor 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 Exhibit C of the Agreement.

14.14 **PARTIAL INVALIDITY**

If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

14.15 **ATTORNEYS' FEES**

Should either party to the Agreement bring an action to enforce any provision of the Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs in connection therewith.

14.16 **CONFLICT OF INTEREST**

14.16.1 Contractor agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, existing prior to the execution of the Agreement. Further, Contractor agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, if Contractor gains such interest during the course of this Agreement. If Contractor gains financial or economic interest in the Project during the course of this Agreement, this may be grounds for terminating this Agreement. Any decision to terminate the Agreement must be at the sole discretion of City.

14.16.2 Contractor will not engage the services on this Agreement of any present City employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or Agreement Modifications for this Agreement.

14.16.3 Contractor agrees that it will not perform services on this Project for a contractor, subcontractor, or any supplier, not covered under this Agreement.

14.17 **INDEPENDENT CONTRACTOR**

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

14.18 **NOTICE OF INJURY**

Should City or Contractor suffer injury or damage to their person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim must be made in writing to the other party within 7 Days of the first observance of such injury or damage.

14.19 **CONFIDENTIALITY**

Contractor, for the benefit of City, hereby agrees it will not release or cause or permit to be released to the public any press notices, publicity (oral or written) or advertising promotion relating to, any statement regarding, or any other public announcement or disclosure or cause or permit to be publicly announced or disclosed, in any manner whatsoever, the specific terms and conditions of this Agreement or any comment relating to the Project or the Site. Notwithstanding the foregoing, Contractor will be entitled to disclose the terms of the Agreement to the extent required by law or in the course of enforcing or defending a claim or action hereunder. Contractor must give City reasonably prompt notice of any disclosure or statement made pursuant to this provision.

14.20 **DATA CONFIDENTIALITY**

14.20.1 As used in the Agreement, "data" means all information, whether written or verbal, including plans, specifications, renderings, 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 City in the performance of this Agreement.

14.20.2 Contractor agrees that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to City in connection with the Contractor's performance of this Agreement is confidential and proprietary information belonging to City.

14.20.3 Except as specifically provided in this Agreement, Contractor or its Subcontractors must not divulge data to any third party without prior written consent of City. Contractor or its Subcontractors must not use data for any purposes except to perform Work required under this Agreement. These prohibitions will not apply to the following data provided Contractor has first given the required notice to City:

a. Data which was known to Contractor or its Subcontractors prior to its performance under this Agreement unless such data was acquired in connection with Work performed for City;

b. Data which was acquired by Contractor or its Subcontractors in its performance under this Agreement and which was disclosed to Contractor or its Subcontractors by a third party, who to the best of Contractor's or its Subcontractor's knowledge and belief, had the legal right to make such disclosure and 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.

14.20.4 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 agreement with City, the Contractor must first notify City as set forth in this Section of the request or demand for the data. The Contractor or its Subcontractors 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.

14.20.5 Unless prohibited by law, within 10 Days after completion of services for a third party on real or personal property owned or leased by City, the Contractor must promptly deliver, as set forth in this Section, a copy of all data to City. All data will continue to be subject to the confidentiality agreements of this Agreement.

14.20.6 Contractor or its Subcontractors assume all liability for maintaining the confidentiality of the data in its possession and agree to compensate City if any of the provisions of this Section are violated by Contractor, its employees, agents, or Subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section will be deemed to cause irreparable harm that justified injunctive relief in court. Contractor agrees that the requirements of this Section will be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this

Agreement without notice.

14.21 **SURVIVAL**

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

14.22 **COVENANTS 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 City Council, or any employee of City has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, City will have the right to annul the 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.

14.23 **NO WAIVER**

The failure of either party to enforce any of the provisions of the Agreement Documents 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 will it affect the validity of the Agreement Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

14.24 **NONEXCLUSIVE REMEDIES**

The remedies set forth in this Agreement are cumulative and not exclusive, and failure to exercise any remedy (including, without limitation, any right to terminate) will not preclude any party from exercising any other right in seeking any other remedy available to it at law or in equity.

14.25 **PROJECT COMMUNICATIONS**

14.25.1 All communications concerning the performance of the Work or the Project will be provided to the designated Project Manager and Contractor's Representative set forth in Article 1 of the Agreement. City may change the designated Project Manager and, subject to Section 4.4.20 of these General Conditions, Contractor may change Contractor Representative, by written notice to the other.

14.25.2 Project communications may be exchanged by e-mail, but email communications cannot change the terms of the Agreement or the Scope of Work, or effectuate any change that requires a written Change Order.

14.25.3 When any provisions of the Agreement Documents requires Contractor or the Design Professional to give written notice to City, it will be deemed to have been validly given if delivered in person or if delivered at or sent by registered or certified mail, postage prepaid, to the Parties indicated in Agreement Article 1, incorporated by reference.

14.25.4 When any provisions of the Agreement Documents requires City, Project Manager, or the Design Professional to give written notice to Contractor, it will be deemed to have been validly given if delivered in person to the person designated in the Agreement Documents as Contractor's Resident Superintendent, or if delivered at or sent by registered or certified mail, postage prepaid, to Contractor at the last address in the Agreement Documents or such substitute address which Contractor designates in writing, or to the business address known to the giver of notice.

14.26 **DRUG FREE WORKPLACE PROGRAM**

14.26.1 City has adopted a policy establishing a drug free workplace for itself and as a requirement for Contractors doing business with City, to ensure the safety and health of employees working on City projects.

14.26.2 Contractor must require a drug free workplace for all employees working under the Agreement. Specifically, all employees of Contractor who are working under an agreement with City must be notified, in writing, by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace.

14.27 Failure to require a drug free workplace in accordance with the City's policy may result in termination of the Agreement and possible debarment form bidding on future City projects.

SECTION 15 - PROVISIONS APPLICABLE SOLELY TO GMP AND COST-BASED AGREEMENTS, CHANGE ORDERS, AND JOB ORDERS

15.1 **ADDITIONAL DEFINITIONS**

The definitions set forth in Section 2 apply to GMP and Cost-Based Agreements, Change Orders, and Job Orders, together with the additional definitions set forth below.

Baseline Cost Model –
A breakdown and estimate of the scope of the Project developed by CM@Risk pursuant to Section 17.5 of these General Conditions.

CM@Risk or Construction Manager at Risk –
The person or firm selected by City to provide pre-construction and/or construction services as detailed in a Construction Manager at Risk Agreement with City. In these General Conditions, the term "Contractor" includes CM@Risk under both Pre-Construction and Construction Services Agreements.

CM@Risk Fee or Contractor's Fee –
An agreed to percentage in an accepted GMP that represents the Contractor's fee for performance of the Work.

Agreement Documents –
Where compensation under the Agreement is based upon a GMP accepted by City, the term "Agreement Documents" also includes the accepted GMP Proposal.

Agreement Price –
Where compensation under the Agreement based upon a GMP accepted by City, the term "Agreement Price" refers to the GMP.

Cost-Based Agreement, Change Order, or Job Order –
A Agreement, Change Order, or Job Order where the Agreement Price is based upon the actual cost of performing the Work, subject to the terms of the Agreement Documents, including this Section 15. These would include those generally referred to as "Cost of the Work plus a Fee with a GMP," "Time and Materials," or "Cost Plus a Fee."

Cost of the Work –
The direct costs necessarily incurred by Contractor in the proper, timely, and complete performance on the Work. The Cost of the Work will include only those costs set forth in Section 15.2 of these

General Conditions.

Deliverables –
The work products prepared by Contractor in performing the scope of work described in the Agreement. Some of the major deliverables to be prepared and provided by Contractor during pre-construction may include but are not limited to: the Baseline Cost Model and Schedule that validate City's plan and budget, Construction Management Plan, Detailed Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, Detailed Cost Estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, Constructability Review, Cost Control Log, Traffic control and phasing plans and others as indicated in this Agreement or required by the Project Team.

Pre-Construction Services Agreement –
The Agreement entered into between City and the CM@Risk for Pre-Construction Services to be provided by the CM@Risk, including, without limitation, the generation of a GMP Proposal. If the GMP Proposal is accepted by City and a Construction Agreement is entered into between City and CM@Risk, the duties, obligations and warranties of the CM@Risk under the Pre-Construction Services Agreement survive and are incorporated into the resulting Construction Agreement.

Pre-Construction Services –
The services to be provided under the Pre-Construction Services Agreement, including Section 17 of these General Conditions.

Detailed Project Schedule –
The Detailed Project Schedule developed by the CM@Risk for the review and approval of the Project Manager in accordance with Section 17.3 of these General Conditions, if applicable.

General Conditions Costs –
Those costs set forth in Section 4 of Appendix 9 to these General Conditions.

GMP Plans and Specifications –
The plan and specifications upon which the Guaranteed Maximum price Proposal is based.

GMP Proposal –
The proposal of Contractor submitted pursuant to Section 17.7 of these General Conditions for the entire Work and/or portion (phases) of the Work.

Guaranteed Maximum Price or GMP –
The Guaranteed Maximum Price set forth in the Agreement, Change Order, or Job Order if applicable.

15.2 **AGREEMENT PRICE**

15.2.1 The Agreement Price for all Agreements, Change Orders, and Job Orders based upon payment of the Cost of the Work plus a Fee with a GMP, time and materials, or cost-plus a fee will be the Cost of the Work incurred plus the Fee agreed to in writing by City, limited to the amount of the GMP, if agreed to. Unless otherwise expressly provided in the Agreement, Change Order, or Job Order, all Cost Based pricing will be subject to and limited to GMP.

15.2.2 The Agreement Price may only be changed as set forth in Section 9 above.

15.2.3 Only costs specifically designated as reimbursable costs are eligible for payment by City or may be charged against the Agreement Price. All other costs will not be paid by City and will not be chargeable against the Agreement Price.

15.2.4 Cost-Based Agreements. For Agreements, Change Orders, or Job Orders, reimbursable costs must be determined pursuant to Appendix 9 to these General Conditions, Cost of the Work, and not by MAG Specifications §109.5.

15.3 **ALLOWANCES**

15.3.1 Contractor must include in the Agreement Price all Allowances stated in the Agreement Documents and agreed to in writing by City. Items covered by these Allowances must be supplied for such amounts and by such persons as City may direct, provided Contractor will not be required to employ persons against whom Contractor makes a reasonable objection. Materials, labor, and equipment under an Allowance will be selected by City in accordance with a schedule to be mutually agreed upon by City, Design Professional and Contractor or otherwise in reasonably sufficient time to avoid delay in the Work.

15.3.2 Unless otherwise provided in the Agreement Documents:

15.3.2.1 These Allowances must cover the cost to Contractor, less any applicable trade discount, of the materials, labor, and equipment required by the Allowances, delivered at the Site, and all applicable taxes;

15.3.2.2 Contractor's costs for unloading and handling on the Site, labor, installation costs, overhead, profit and other expenses relating to materials, labor, and equipment required by the Allowance must be included in the Agreement Sum and not in the Allowance; and

15.3.2.3 Whenever the cost is more or less than the Allowance, the Agreement Sum must be adjusted accordingly by Change Order, the amount of which will recognize the difference between actual costs for an Allowance item and the amount of the Allowance item and changes, if any, in handling costs on the Site, labor, installation costs, overhead, profit and other expenses.

15.4 **CONTINGENCY**

An agreed to amount in the GMP that may only be used in accordance with the terms set forth in these General Conditions and with prior written approval by the City.

15.4.1 Construction Contingency. This GMP includes a dollar amount listed as a Construction Contingency which will be readily available for increased costs for subcontractors, material, and equipment subject to prior approval of City, which approval will not be withheld unreasonably. The Construction Contingency may also be used, at the discretion of City, to reimburse CM@Risk for unexpected costs due to (a) scope gaps between trade subcontractors; (b) agreement default by trade subcontractors; (c) unforeseen field conditions, but only as defined in Section 9.5 above; (d) work completed to meet the intent of the design, but which was not indicated on the plans; (e) costs overruns not covered by allowances; (f) costs of corrective work not provided for elsewhere; and (g) implementation of any Recovery Plan. Cost for which CM@Risk desires to be paid from the Construction Contingency must be documented by CM@Risk on a time and materials basis and are subject to verification by City. If agreed to by City, a "Use of Contingency" form will be executed by both parties authorizing the actual cost of the work to be paid and included in the Work Item Direct Costs. The Construction Contingency is not allocated to any particular

item of the Project but may be used for any portion of the work as determined above. Any amount not used in the Construction Contingency will belong to City and will reduce the GMP.

15.4.2 Owner's Contingency. This GMP also includes a dollar amount listed as an Owner's Contingency which may be used only by the City (owner department) for upgrades and changes in scope or other changes not already included within the intent of the Project Program. City will provide CM@Risk with a Work Change Directive authorizing CM@Risk to perform the additional work and to transfer funds from the Owner's Contingency to the Work Item Direct Costs category to be paid with such direct costs. These additional costs will be in an amount mutually agreed upon by CM@Risk and City or will be documented by CM@Risk on a time and materials basis and are subject to verification by City. Any amount not used in the Owner's Contingency will belong to the City and will reduce the GMP.

15.5 **REDUCTION IN RETENTION**

If the Agreement Price is based upon a GMP, in order to receive payment of one-half of the retention as set forth in Section 8.1.5 above, Contractor must also submit to the Project Manager a complete accounting of the Actual Reimbursable Cost of the Work to date, including all such documentation (including, without limitation, invoices, subcontract, subcontractor change orders, purchase orders, records of payment, etc.) as City may require, to establish whether the payments made to Contractor equal, exceed, or are less than the actual reimbursable Cost of the Work to date. Any excess payments by City, as determined by the Project Manager, will be deducted from the one-half retention payment to be made to Contractor, and any additional excess amounts paid to Contractor will be refunded by Contractor to City. The Project Manager's determinations as to Actual Reimbursable Cost of the Work will be the basis of payment until final Project Closeout and Final Payment under the Agreement.

15.6 **FINAL PAYMENT**

If the Agreement Price is based upon a GMP, as a further condition precedent to Final Payment by City, Contractor must submit to the Project Manager a complete final accounting of the Actual Reimbursable Cost of the Work, including all such documentation (including, without limitation, invoices, subcontracts, subcontractor change orders, purchase orders, records of payment, etc.) as City may require, to establish whether the payments made to Contractor equal, exceed, or are less than the Actual Reimbursable Cost of the Work to date. Any excess payments by City, as determined by the Project Manager, will be deducted from the one-half retention payment to be made to Contractor, and any additional excess amounts paid to Contractor will be refunded by Contractor to City. Disputes relating to the Final Cost of the Work will be subject to City's audit rights under Sections 8.8 above and 15.7 below, and the dispute resolution process under Section 13 above.

15.7 **OPEN BOOK**

On any GMP-based or Cost-Based Agreement, Job Order, or Change Order, City may attend any and all meetings or discussions pertaining to the Project, including bid openings, and must have access to all books, invoices, accounts, memoranda, correspondence, and written communications or records of any kind pertaining to the Project, including without limitation, those stored in electronic format.

15.8 **DIFFERING SITE CONDITIONS AND/OR CHANGE IN LAWS**

A Change Order for increased costs under Section 9.5 or 9.6 above will only be considered

or granted by City to the extent such actual, documented costs are justified.

SECTION 16 - PROVISIONS APPLICABLE SOLELY TO JOB ORDER AGREEMENTS (JOC)

16.1 **ADDITIONAL DEFINITIONS**

The definitions set forth in Sections 2 and below will apply to all Job Order Agreements and Job Orders. In addition, the definitions set forth in Section 15.1 above will apply to all Cost-Based Job Orders.

Agreement –
Includes the Job Order Master Agreement and Job Order Project Agreements issued and agreed to by City and JOC Contractor.

JOC Contractor's Coefficient –
A numerical factor that represents JOC Contractor total costs (indirect and direct costs, sales tax, profit, etc.) and other adjustments for market conditions.

Job Order Request for Proposal (RFP) –
The Request for Proposals issued by City for each Job Order Project Agreement relating to a specific Project.

Job Order Cost Proposal –
The Proposal submitted by JOC Contractor in response to a Job Order Request for Proposal (RFP) issued by City to develop a Job Order Project Agreement for a specific Project.

Guaranteed Maximum Price (GMP) Job Order –
Job Order under which JOC Contractor is compensated for actual costs incurred.

Job Order Project Agreement (Job Order) –
The agreement for a specific project, as it may be modified by all Change Orders, executed by the Parties, which incorporates the terms and conditions of the Job Order Master Agreement.

16.2 **ORDERING AND PROCESSING PROCEDURES FOR JOB ORDERS**

16.2.1 The process for developing and issuing a Job Order for a particular Project consists of three (3) procedures: (1) issuance of a RFP by City; (2) JOC Contractor's response to the RFP in the form of JOC Contractor's Job Order Cost Proposal; and (3) Issuance of a Job Order by City, as set for below.

16.2.2 RFP's For Job Orders

16.2.2.1 City will provide to JOC Contractor RFP with a Scope of Work (SOW) describing the Work to be performed, which may include special instructions and conditions, material submittal requirements, and, if applicable, a complete set of sketches, construction drawings and specifications for the Job Order.

16.2.2.2 Some Job Order RFP's will be issued by City without detailed sketches, drawing and specifications and will rely on JOC Contractor to produce them for City review and approval and is considered to be Pre-Construction and incidental design services included in JOC Contractor's overhead for GMP Job Orders. In addition JOC Contractor will not be reimbursed for any Pre-Job Order costs, including proposal preparation, attendance during negotiations, or site visits.

16.2.3 JOC Contractor's Job Order Cost Proposal

16.2.3.1 JOC Contractor must respond within ten (10) calendar days of the RFP date or site visit, whichever is later or as otherwise indicated on a case-by-case basis, by submitting JOC Contractor's Job Order Cost Proposal to the City representative.

16.2.3.2 Unless otherwise required under the terms of the RFP, JOC Contractor's Job Order Cost Proposal must include the following.

a. JOC Contractor's Job Order Cost Proposal in PDF and electronic format;

b. A Project Schedule and schedule of values that reflects the costs of each work element on the schedule. The schedule must show all milestones (e.g., permits, submittals, ordering materials, demolition, work phases, closeout and completion date); and

c. Necessary documentation will be required to indicate that adequate scoping, layout, setup and planning to accomplish the Work has been done. Examples of documentation that might reasonably be expected include sketches, drawings, calculations, catalog cuts and specifications produced to a level of detail and skill that could be expected of experienced, competent Project Managers with five or more periods experience in their respective trade.

16.2.3.3 JOC Contractor must select Subcontractors based on qualifications alone or on a combination of qualifications and price and must not select Subcontractors based on price alone. A qualifications and price selection may be a one-step selection based on a combination of qualifications and price or two-step selection. In a two-step selection, the first step must be based on qualifications alone and the second step may be based or a combination of qualifications and price or on price alone.

16.2.3.4 Upon request, JOC Contractor must provide City with copies of Subcontractor quotes and the basis for selection of each Subcontractor.

16.2.3.5 If City objects to a selected Subcontractor, City will make the objection and the reasons for the objection known to the JOC Contractor. JOC Contractor must then present an acceptable Subcontractor for the applicable discipline. City will not unreasonably object to or withhold approval of a Subcontractor.

16.2.3.6 For self-performed work, the City retains the right to have the JOC Contractor establish JOC Contractor's costs by bidding their costs against at least three (3) other interested trade Contractors. No self- performed work will be allowed to be performed on a lump sum basis.

16.2.4 Issuance of Job Order

16.2.4.1 City Representative will compare the JOC Contractor's Job Order Cost Proposal with the City's estimate, schedules and other requirements, and then, if the City Representative determines it is in the best interest of City, arrange a meeting with JOC Contractor, at which time the JOC Contractor's Job Order Cost Proposal will be discussed and negotiated.

16.2.4.2 If the City Representative determines that it is in the best interest of the City, City will then issue a Job Order to JOC Contractor for execution.

16.2.4.3 Specific Job Orders may vary, but unless agreed to by City in writing otherwise, the content

of Job Orders under the Agreement will generally be as follow, all of which will be signed and/or initialed by JOC Contractor's designated representative:

a. The description of the Scope of the Work and Project Schedule (attached as Exhibit A to the Job Order);

b. The address or location of the Work;

c. The Agreement Price for Work (Construction) included in the Project (attached as Exhibit B to the Job Order);

d. The name of the JOC Contractor representative for the Project;

e. The Drawings and Specifications for the Project;

f. If any shop drawings, project date and/or samples are required for the Job Order, the date for delivery of each required item (included in the Project Schedule, Exhibit A to the Job order); and

g. Project Specific Provisions, if any, in Exhibit A to the Job Order, including, without limitation, whether any of the following are required: Pre-Construction Conference, weekly progress meetings, field office, storage enclosure, materials and equipment handling facility, submittals, shop drawings, product data, equipment list, samples, project manual, schedule of values, Construction progress schedule, narrative reports, progress report, progress charts, progress photographs, materials status report, Construction diagram, Construction status report, operation and maintenance data, operating maintenance instructions and parts list, and as-build drawings.

16.2.5 Job Order Intent. Each Job Order will be interpreted to include all items reasonably necessary to complete the Project under that Job Order as described in the scope of the Work in that Job Order. All Work must be performed in a professional manner and all materials used must be new and of the highest quality and of the type best adapted to their purpose, unless otherwise specified. The Notice to Proceed date, and the award date established therein, will be deemed an integral part of the Job Order the same as if set forth therein.

16.3 **INCIDENTAL DESIGN SERVICES**

16.3.1 This effort includes all "extensions of design" for systems that are typically specified in a performance oriented manner by consultants and designers. Examples include: fire sprinkler systems, fire alarm and sprinkler systems, DDC controls, control systems, prefabricated metal building and similar situations. These designs are normally provided under submittals as a shop drawing with engineering backup and as appropriate, seals of registered engineers specializing in the particular system.

16.3.2 Incidental design includes all documents, sketches, schematic diagrams, floor plan layouts, equipment schedules and other documents produced by the JOC Contractor to define the work required for projects that the City does not develop formal or abbreviated designs requiring a seal by a registered engineer. Incidental design does not include preparation of designs requiring an architect or engineer seal.

16.3.3 JOC Contractor represents, covenants, and agrees, and contractually assumes the obligation to furnish, all of the required Design Services through properly licensed and

experienced Design Professionals in complete accordance with all of the duties imposed on a Design Professional under the Agreement Documents, Laws, Regulations, or Legal Requirements, and the common law.

16.3.4 All Design Documents (and all other Project-related documents, models, computer drawings and other electronic expression, photographs and other expressions CADD, and BIM files and images included) that JOC Contractor and/or JOC Contractor's Design Professional(s) prepare in connection with a Job Order and the copyrights therein (collectively, the "Instruments of Service") will be the property of City. JOC Contractor covenants and agrees to execute any additional document reasonably requested by City to confirm such assignment without any additional compensation.

16.4 **CONSTRUCTION SERVICES**

16.4.1 The following subsections of this Section 16.4 set forth requirements beyond those set forth in Section 4 above which apply to Construction Services performed under a Job Order.

16.4.2 JOC Contractor must perform the Work using only those firms, team members and individuals designated by JOC Contractor consistent with each Job Order 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.

16.4.3 Construction Phasing

16.4.3.1 City use of the facilities is anticipated while the Work is being performed. The Work must be planned and accomplished so that there will be a minimum of interference and inconvenience to occupants in the building and agencies in the vicinity and to other craftsmen who may have to do work in the affected facilities. Any blockage of building exits or driveways must be coordinated in advance.

16.4.3.2 If applicable, furniture, portable office equipment and wall appurtenances not rigidly fastened to the walls must be moved by JOC Contractor, protected from damage and replaced to the original position upon completion of the work. If the work required by the Job Order will not allow furniture and portable office equipment to be replaced to its original position, new locations will be designated by City. Incidental costs associated with moving one-piece furnishings up to approximately 150 pounds to perform such tasks as painting, carpet or tile replacement, etc., are considered a general cost of building renovation and must be included in the JOC Contractor's Coefficient. Costs for large scale or wholesale removal and replacement of large quantities of desks or modular workstations, copiers, multiple full file cabinets, etc. to another location or storage outside the work space, or disassembly and reassembly of modular furniture is not considered part of the JOC Contractor's Coefficient and will be priced separately.

16.4.3.3 The work must, so far as practicable, be done in definite sections or divisions and confined to limited areas which must be completed before work in other sections or divisions are begun.

16.4.4 Work Site Conflicts. In the event of a conflict between JOC Contractor and others in an occupied facility or where other Contractors are performing work on the same facility under other Agreements, City will decide to dispute and that decision will be final.

16.4.5 Ownership of Work Product. 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 for hire, JOC 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.

16.5 **OPTIONAL LIQUIDATED DAMAGES**

16.5.1 Specific Job Orders. City will have the right to assess liquidated damages in relation to any specific JOC Project Agreement as set forth below.

16.5.2 Substantial Completion Liquidated Damages. JOC Contractor acknowledges and agrees that if JOC 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 JOC Contractor agree that if JOC Contractor fails to achieve Substantial Completion of the Work within the Agreement Time, City will be entitled to retain or recover from JOC Contractor, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9.

16.5.3 Final Acceptance Liquidated Damages. For the same reasons set forth in Section 16.5.2 above, City and JOC Contractor further agree that if JOC Contractor fails to achieve Final Acceptance of the Work within the Agreement Time, City will be entitled to retain or recover from JOC 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 any specific JOC Project Agreement.

16.5.4 MAG Liquidated Damages. Liquidated damages provisions in MAG § 108.9 may apply to any specific JOC Project Agreement.

16.5.5 City may deduct liquidated damages assessed pursuant to this Section 16.5 from any unpaid amounts then or thereafter due JOC Contractor under the Agreement or any specific JOC Project Agreement between JOC Contractor and City. Any liquidated damages not so deducted from any unpaid amounts due JOC Contractor must 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 to JOC Contractor.

16.6 **PERFORMANCE MEASUREMENT**

16.6.1 Performance Assessment. After the Final Acceptance of Work under each Job Order, City will complete a written evaluation of the performance of JOC Contractor on the Job Order.

16.6.2 Consideration in Assignment of Work. JOC Contractor's record of cost, schedule and quality performance and comparative assessments will be significant considerations in City's determination whether to award future Job Orders. JOC Contractor agrees that any determination by City not to not award future Job Orders or Option periods based on performance will be at the sole discretion of City.

SECTION 17 - PROVISIONS APPLICABLE SOLELY TO PRE-CONSTRUCTION SERVICES FOR CONSTRUCTION MANAGER AT RISK

17.1 ADDITIONAL DEFINITIONS

The definitions set forth in Section 2 and 15.1 above will apply to all Pre-Construction Services Agreements.

17.2 GENERAL

17.2.1 CM@Risk must perform the Services required by, and in accordance with the Agreement Documents and as outlined in Exhibit A of the Agreement to the satisfaction of the Project Manager, exercising the degree of care, skill, diligence and judgment a professional construction manager experienced in the performance of such services for construction and/or facilities of similar scope, function, size, quality, complexity and detail to the Project in urban areas throughout the United States, would exercise at such time, under similar conditions. CM@Risk must, at all times, perform the required services consistent with sound and generally accepted engineering principles and construction management and construction contracting practices.

17.2.2 As a participating member of the Project Team, CM@Risk must provide to City and Design Professional a written evaluation of City's Project Program and budget, each in terms of the other, with recommendations as to the appropriateness of each. CM@Risk must prepare a Baseline Cost Model that validates City's budget. The Baseline Cost Model must include all assumptions and basis of estimates in enough detail so that the Project Team can compare future detail estimates to the Baseline Cost model for variances. City and Design Professional will provide all the reasonably required data that is available in order to reach agreement between the team members that the Baseline Cost Model is an accurate projection of the costs of the Project.

17.2.3 CM@Risk must attend Project Team meetings, which may include, but are not limited to, bi- weekly Project management meetings, Project workshops, special Project meetings, construction document rolling reviews, public meetings and partnering sessions. CM@Risk attendance at design or other meetings in which CM@Risk is provided the opportunity but does not actively participate and/or is not properly prepared is not acceptable. Repeated instances of non-participation and/or lack of preparedness will be grounds for termination of CM@Risk Agreement for default.

17.2.4 CM@Risk must provide Pre-Construction Services, described herein, in a timely manner and consistent with the intent of the most current Drawings and Specifications. CM@Risk must promptly notify City in writing whenever CM@Risk determines any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work that deviates more than the allowed contingencies within the Baseline Cost Model or requires an adjustment in the Baseline Cost Model, Detailed Cost Estimate, Detailed Project Schedule, GMP Proposals and/or in the Agreement Time for the Work, to the extent such as established.

17.2.5 CM@Risk when requested by City, must attend, make presentations and participate as may be appropriate in public agency and or community meetings, relevant to the Project. CM@Risk must provide drawings, schedule diagrams, budget charges and other materials describing the Project when their use is required or appropriate in any such public agency meetings.

17.2.6 Ownership of Work Product. 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 material, in whatever form created (e.g., electronic or printed) and in all media now know 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 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.

17.2.7 CM@Risk represents to City in completing Pre-Construction Services and providing the reports and analysis required thereunder, that Work can be properly and timely constructed within the GMP Proposal, if accepted. CM@Risk does not assume any design responsibilities unless specifically called for in the scope of work, but CM@Risk will be responsible for their errors, omissions or inconsistencies included in the Work.

17.3 **DETAILED PROJECT SCHEDULE**

17.3.1 The fundamental purpose of the Detailed Project Schedule is to identify, coordinate and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Detailed Project Schedule requirements. CM@Risk must, however, develop and maintain the Detailed Project Schedule on behalf of and to be used by the Project Team based on input from the other Project Team members. The Baseline Project Schedule must be developed as part of the Baseline Cost Model. The Detailed Project Schedule must use the Critical Path method ("CPM") technique, unless required otherwise, in writing by City. CM@Risk must use scheduling software acceptable to City to develop the Detailed Project Schedule. The Detailed Project Schedule must be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Detailed Project Schedule must indicate milestone dates for the phases once determined. As part of construction phase, City may require CM@Risk to prepare a "resource loaded" schedule for all work, including work performed by Subcontractors, detailing each of the project tasks and the required/anticipated number of personnel per day for each task. CM@Risk must also indicate on the schedule its ability to meet said required/anticipated personnel requirements.

17.3.2 CM@Risk must include and integrate in the Detailed Project Schedule the services and activities required of City, Design Professional and CM@Risk including all construction phase activities based on the input received from City and the Design Professional. The Detailed Project Schedule must define activities as determined by City to the extent required to show: (a) the coordination between preliminary design and various pre-construction documents, (b) any separate long-lead procurements, (c) any permitting issues, (d) any land, right-of-way, or easement acquisition, (e) bid packaging strategy and awards to Subcontractors and Suppliers, (f) major stages of construction, (g) start-up and commissioning, and (h) occupancy of the completed Work by City. The Detailed Project Schedule must include by example and not limitation, proposed activity sequences and durations for design, procurement, construction and testing activities, milestone dates for actions and decisions by the Project Team, preparation and processing of shop drawings

and samples, delivery of materials or equipment requiring long-lead time procurement (if any), milestone dates for various construction phases, Total Float for all activities to the extent authorized by City, relationships between the activities, City's occupancy requirements showing portions of the Project having occupancy priority, and proposed dates for Final Acceptance.

17.3.3 A Baseline Project Schedule must be initiated with the project Baseline Cost Model and agreed to by the project team at the same time. CM@Risk must update and maintain a detailed Project Schedule throughout pre-construction such that it will not require major changes at the start of the construction phase to incorporate CM@Risk's plan for the performance of the construction phase Work. CM@Risk must provide updates and/or revisions to the Detailed Project Schedule for use by the Project Team, whenever required, but no less often than at the Project Team meetings. CM@Risk must include with such submittals a narrative describing its analysis of the progress achieved to-date vs. the Baseline Project Schedule, including any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

17.3.4 If phased construction is deemed appropriate at the time of developing the Baseline Cost Model or during the development of the Detailed Project Schedule, and City approves, CM@Risk must review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. CM@Risk must take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

17.3.5 Long Lead Time Items. As part of developing the Detailed Project Schedule, CM@Risk must identify all long lead time materials, fabrications, equipment, or other items which may impact the Project Schedule and may require early action on the part of the Project Team. Dates for selecting and ordering long lead time items will be included and highlighted in the Detailed Project Schedule

17.3.6 Equipment Plan. Contractor must develop an Equipment Plan that addresses all rental and owned equipment, regardless of whether such equipment will be provided by CM@Risk or subcontractor(s), that will be necessary to construct the Project and the cost of which will be included as a Cost of the Work in the GMP Proposal. The Equipment Plan will seek to minimize the cost of the equipment to City and maximize the efficient and coordinated use of the equipment for completion of the Project. The Equipment Plan will not only include the costs and allowable lease rates for the equipment, but will also include an equipment schedule that will be incorporated into the Detailed Project Schedule and the Schedule of Values submitted with the GMP Proposal.

17.4 DESIGN DOCUMENT REVIEWS

17.4.1 CM@Risk must evaluate periodically the availability of labor, materials/equipment, cost-sensitive aspects of the design; and other factors that may create an unacceptable variance to the Baseline Cost Model and/or Baseline Project Schedule.

17.4.2 CM@Risk must recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for CM@Risk to construct the Project. These additional

investigations, if agreed to be necessary by the Project Manager and the Design Professional, will be acquired by City and copies of the reports will be provided to CM@Risk.

17.4.3 CM@Risk must meet with the Project Team as required to review designs during their development. CM@Risk must familiarize itself with the evolving documents through pre- construction. CM@Risk must proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. CM@Risk must furthermore advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Drawings and Specifications. CM@Risk must use established value analysis principles in recommending cost effective alternatives.

17.4.4 CM@Risk must routinely conduct constructability and bid-ability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews must attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, completeness and coordination of Work of Subcontractors and Suppliers.

17.4.4.1 CM@Risk must evaluate whether: (a) the Drawings and Specifications are configured to enable efficient construction; (b) design elements are standardized; (c) construction efficiency is properly considered in the Drawings and Specifications; (d) module/preassembly design is prepared to facilitate fabrication, transport and installation; (e) sequences of Work required by or inferable from the Drawings and Specifications are practicable; (f) the design has taken into consideration efficiency issues concerning access and entrance to the site, laydown and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues; and (g) the design maintains continued operation of the existing City systems and maintains traffic on adjacent roadways. CM@Risk must also review the Drawings and Specifications to ensure that what is depicted therein can be constructed as designed and must promptly inform the Project Team of any issues.

17.4.4.2 CM@Risk must check cross-reference and complementary Drawings and sections within the Specifications and in general evaluate whether: (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies; (b) named materials and equipment are commercially available and are performing well, or otherwise, in similar installations; (c) Specifications include alternatives in the event a requirement cannot be met in the field; and (d) in its professional opinion, the Project is likely to be subject to Differing Site Conditions.

17.4.4.3 The results of the reviews must be provided to Project Team in formal, written reports clearly identifying all reviewed documents and the discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. CM@Risk must meet with Project Team to discuss any findings and review reports.

17.4.4.4 CM@Risk's reviews must be from a Contractor's perspective, and though it will serve to eliminate/reduce the number of RFIs) and changes during the construction phase, responsibility for the Drawings and Specifications will remain with the Design Professional and not CM@Risk.

17.4.5 It is CM@Risk's responsibility to assist the Design Professional in ascertaining that, in CM@Risk's professional opinion, the Construction Documents are in accordance with applicable Laws, Regulations, or Legal Requirements, building codes, sound engineering principle's rules and regulations. If CM@Risk recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, sound engineering principle's rules and regulations, it must promptly notify the Project Team in writing, describing the apparent variance of deficiency. However, the Design Professional is ultimately responsible for the compliance of the Drawings and Specifications with those laws, statutes, ordinances, building codes, rules and regulations.

17.4.6 The Project Team will routinely identify and evaluate using value analysis principles and alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a high quality and fully functional Project consistent with the Project Program. If the Project Team agrees, CM@Risk in cooperation with the Design Professional, will perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. City, through the Project Manager, will direct which alternatives will be incorporated into the Project. The Design Professional will have full design responsibility for the review and incorporation of CM@Risk suggested alternatives into the Drawings and Specifications. CM@Risk must analyze the costs and schedule impacts of the alternatives against the Baseline Cost Model and Schedule and provide a recommendation for the Project Team's consideration and City's approval prior to the establishment of the GMP.

17.5 **BASELINE COSTS MODEL, DETAILED COST ESTIMATES, AND SCHEDULE OF VALUES**

17.5.1 At the conclusion of the Master Planning and Programming, if required, CM@Risk will review all available information regarding the design and scope of the Project using CM@Risk's experience in performing similar work, knowledge of similar projects and current and projected construction costs and, based upon that review, must develop a Baseline Cost Model for review by the Project Team and approval by City. Once approved by City, the Baseline Cost Model will be continually referenced as detailed estimates are created as the design progresses throughout Pre-Construction until the final GMP for the entire Project is established. A final GMP for the entire Project must be established and approved by City prior to the start of construction. It is the responsibility of CM@Risk to ensure City has sufficient information to evaluate and approve a final GMP prior to the time necessary to start construction so construction can be completed within the Agreement Time. The Project Detailed Cost Estimate will be the best representation from CM@Risk of what the complete functional Project's construction costs will be as indicated by the most current available documents and will be constantly checked against the Baseline Cost Model. CM@Risk must communicate to the Project Team and assumptions made in preparing the Baseline Cost Model. The Baseline Cost Model must support CM@Risk's Detailed Cost Estimates and may be broken down initially as dictated by the available information, as required by City.

17.5.2 After receipt of the Design Professional's most current documents from certain specified pre- construction milestones, CM@Risk must provide a draft Detailed Cost Estimate including a detailed written report detailing any variances to the Baseline Cost Model and Baseline Project Schedule. The Design Professional and CM@Risk will reconcile any disagreements on the estimate to arrive at an agreed upon Detailed Cost Estimate for the construction costs based on the scope of the Project through that specified pre-construction milestone. Pre-Construction milestones applicable to this paragraph are:

Master Planning and Programming, Schematic Design, 50% Design Development, 100% Design Development, and 50% Construction Drawings, If no consensus is reached, City will make the final determination. If the Project Team requires additional updates of the Detailed Cost Estimate beyond that specified in this paragraph, CM@Risk must provide the requested information in a timely manner.

17.5.3 If at any point the Detailed Cost Estimate submitted to City exceeds the previously accepted Baseline Cost Model or previously approved Detailed Cost Estimate agreed to as set forth in Section 17.5.2 above, CM@Risk must make appropriate recommendations to project Team on means/methods, materials, and or other design elements that it believes will reduce the estimated construction costs, such that it is equal to or less than the established Project Team's Baseline Cost Model.

17.5.4 Unless other levels of completion are agreed to in writing in the Construction Documents, at 50% Construction Drawings and included with the associated report, CM@Risk must also submit to the Project Team for review and approval a Schedule of Values that complies with the following requirements. The Schedule of Values must be based on City standard bid schedule and highlight significant variances from any previously submitted Schedule of Values. The Schedule of Values must be directly related to the breakdowns reflected in the Detailed Project Schedule and CM@Risk's Detailed Cost Estimate. In addition, the Schedule of Values must: (a) detail unit prices and quantity take-offs, (b) detail all other contingencies and unit price Work shown and specified in the detailed design documents.

17.5.5 CM@Risk is to track, estimate/price and address the Project Team's overall project cost issues that arise outside of the Baseline Cost Model and the latest approved Detailed Cost Estimate such as: City generated changes, Project Team proposed changes, alternate system analysis, constructability items and value engineering analysis. The system used to implement this process will be referred to as the Design Evolution Log. This is to be addressed between the Baseline Cost Model and the Master Planning and Programming Detailed Cost Estimate, and then (unless other levels of completion are agreed to in writing in the Construction Documents) between the Detailed Cost Estimates for each of the pre-construction milestones thereafter, Schematic Design, 50% Design Development, 100% Design Development, and 50% Construction Documents, and the bid packages for all Phases.

17.5.6 Upon request by City, CM@Risk must submit to City a cash flow projection for the Project based on the current updated/revised Detailed Project Schedule and the anticipated level of payments for CM@Risk during the design and construction phases. In addition, if requested by City and based on information provided by City, CM@Risk must prepare a cash flow projection for the entire Project based on historical records for similar types of projects to assist City in the financing process.

17.5.7 Construction Water. CM@Risk must estimate the quantity of water to be used and include the cost thereof in each Detailed Cost Estimate and GMP Proposal provided by City.

17.6 **SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS**

17.6.1 There are two ways to select Subcontractors and major Suppliers prior to submission of a GMP Proposal: (1) qualifications-based selection; or (2) a combination of qualifications and price. Except as noted below, the selection of Subcontractors/Suppliers is the sole responsibility of CM@Risk. In any case, CM@Risk is solely responsible for the performance of the selected Subcontractors/Suppliers, and for compliance with the requirements of

Title 34 of the Arizona Revised Statutes in the selection of a Subcontractors/Suppliers, to the extent applicable. CM@Risk must comply with its Subcontractor Selection Plan submitted with its Statement of Qualifications.

17.6.2 City may approve the selection of a Subcontractor(s) or Suppliers(s) based only on their qualifications when CM@Risk can demonstrate it is in the best interest of the Project. All Work that is performed, after such a qualifications-based selection, for a price that is negotiated by CM@Risk will be billed in accordance with the GMP for actual costs and may be subject to audit by City.

17.6.2.1 Qualifications based selection of a Subcontractor(s)/Supplier(s) should only occur prior to the submittal of the GMP Proposal.

17.6.2.2 If a Subcontractor/Supplier selection plan was submitted and agreed to by City, CM@Risk must apply the plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide City with its review and recommendations.

17.6.2.3 CM@Risk must receive written City approval for each selected Subcontractor(s) and Supplier(s).

17.6.2.4 CM@Risk must negotiate costs for services/supplies from each Subcontractor/Supplier selected under this method.

17.6.3 All Work must be competitively bid unless a Subcontractor or Supplier was selected pursuant to Section 17.6.2 above.

17.6.3.1 CM@Risk must develop Subcontractor and Supplier interest, submit the names of a minimum of three qualified Subcontractors or Suppliers for each trade in the Project for approval by City and solicit bids for the various Work categories. If there are not three qualified Subcontractors/Suppliers available for a specific trade or there are extenuating circumstances warranting such, CM@Risk may request approval by City to submit less than three names. Without prior written notice to City, no change in the recommended Subcontractors/Supplies will be allowed.

17.6.3.2 If City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, CM@Risk must nominate a substitute Subcontractor/Supplier that is acceptable to City.

17.6.3.3 CM@Risk must distribute Drawings and Specifications, and when appropriate, conduct a Pre- Bid Conference with prospective Subcontractors and Suppliers.

17.6.3.4 If CM@Risk desires to self-perform certain portions of the Work, it must request to be one of the approved Subcontractor bidders for those specific bid packages. CM@Risk's bid will be evaluated in accordance with the process identified below. If events warrant and City concurs that it is necessary in order to ensure compliance with the Project Schedule and/or the most recent Detailed Cost Estimate, CM@Risk may be authorized to self-perform Work without bidding or rebidding the Work. When CM@Risk self-performs work without bidding, only the actual costs associated with performing the Work in accordance with the approved GMP will be billed and may be subject to audit by City.

17.6.3.5 CM@Risk must receive, open, record and evaluate the bids; provided, however, that if CM@Risk or one of its affiliates is bidding to self-perform the Work that is the subject of the bid, then the bids must be received, opened, recorded and evaluated by Project Manager

instead of CM@Risk. Bids for each category of Work must be opened and recorded at a pre-determined time. The apparent low bidders must be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals CM@Risk, in addition to bid price, may consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. The final evaluation of Subcontractor/Supplier bids must be done with Project Manager in attendance to observe and witness the process. CM@Risk must resolve any Subcontractor/Supplier bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of Work.

17.6.4 CM@Risk will be required to prepare two different reports on the subcontracting process.

17.6.4.1 Within fifteen days after each major Subcontractor/Supplier bid opening process; CM@Risk must prepare a report for City's review and approval identifying the recommended Subcontractors/Supplier for each category of Work. The report must detail: (a) the name of the recommended Subcontractor/Supplier and the amount of the Subcontractor/Supplier bid for each sub-agreement; (b) the sum of all recommended Subcontractor/Supplier bids received; (c) and trade work and its cost that CM@Risk intends to self-perform, if any.

17.6.4.2 Upon completion of the Subcontractor/Supplier bidding process, CM@Risk must submit a summary report to City of the entire Subcontractor/Supplier selection process. The report must indicate, by bid process, all Subcontractors/Suppliers contacted to determine interest, the Subcontractors/Suppliers solicited, the bids received and costs negotiated, and the recommended Subcontractors/Suppliers for each category of Work.

17.6.5 The approved Subcontractors/Suppliers will provide a Schedule of Values with their bid proposals, which will be used to create the overall Project Schedule of Values.

17.6.6 If after receipt of sub-bids or after award to Subcontractors and Suppliers, City objects to any nominated Subcontractor/Supplier or to any self-performed Work without any reasonable basis, CM@Risk must nominate a substitute Subcontractor or Supplier, preferably if such option is still available, from those who submitted Subcontractor bids for the Work affected. Once such substitute Subcontractors and Suppliers are consented to by City, CM@Risk's proposed GMP for the Work or portion thereof must be correspondingly adjusted to reflect any higher or lower costs form any such substitution.

17.7 **GMP PROPOSAL**

17.7.1 When a GMP Proposal is submitted for a phase of the Work, the GMP will have a Detailed Cost Estimate of the Costs of the Work (as set forth in Section 15.2) in each phase of the Work that is being proposed plus the current estimate for all other Work. City will not approve the GMP for the phase of work without a total estimate for the complete Project. City may request a GMP Proposal for all or any portion of the Project and at any time during pre-construction. Any GMP Proposals submitted by CM@Risk must be based on and consistent with Baseline Cost Model and the current update/revised Detailed Cost Estimate at the time of the request and include any clarifications or assumptions upon which the GMP Proposal(s) are based.

17.7.2 A GMP Proposal for the entire Project will be the sum of the Cost of the Work, CM@Risk Fee, and General Conditions Cost. CM@Risk guarantees to complete the Project at or less than

the final GMP Proposal amount plus approved Change Orders. CM@Risk will be responsible for any costs for expenses that would cause the Cost of the Work actually incurred, including the Construction Fee and General Conditions Costs, to exceed the GMP.

17.7.3 CM@Risk must prepare its GMP Proposal in accordance with City's request for GMP Proposal requirements based on the most current completed Drawings and Specifications at that time, which unless otherwise directed by City in writing, will be at 100% Construction Drawings. CM@Risk must mark the face of each document of each set upon which its GMP Proposal is based. These documents must be identified as the GMP Plans and Specifications. CM@Risk must send one set of those documents to the Project Manager, keep one set and return the third set to the Design Professional.

17.7.4 An updated/revised Detailed Project Schedule, Equipment Plan, and Schedule of Values must be included in any GMP Proposal(s), all of which must reflect the GMP Plans and Specifications the Detailed Project Schedule must be shown in relationship to the Project Schedule and identify any variance to the Baseline Project Schedule. Any such Detailed Project Schedule updates/revisions must continue to comply with the requirements of Section 17.3.1 through 17.3.5.

17.7.5 GMP Proposals(s) Review and Approval

17.7.5.1 CM@Risk must meet with the Project Team to review the GMP Proposal(s) and the written statement of its basis. In the event the Project Team discovers inconsistencies or inaccuracies in the information presented, CM@Risk must make adjustments as necessary to the GMP Proposal.

17.7.5.2 If during the review and negotiation of GMP Proposals design changes are required, City may authorize and cause the Design Professional to revise the GMP Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised GMP Plans and Specification will be furnished to CM@Risk. CM@Risk must promptly notify the Project Team in writing if any such revised GMP Plans and Specifications are inconsistent with the agreed upon assumptions and clarifications.

17.7.6 All portions of or items comprising the GMP Proposal are subject to audit by City, as deemed appropriate by City, including, without limitation, any based upon unit prices or Work to be self- performed by CM@Risk, or its affiliates.

17.8 PAYMENT PROCEDURE FOR PRE-CONSTRUCTION SERVICES

17.8.1 Requests for monthly payments by CM@Risk for Pre-Construction Services must be submitted monthly and must be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment must include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants' requests for payment, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum will be made in accordance with the percentage of work completed during the preceding month.

17.8.2 In no event will City pay more than seventy-five (75%) of the Agreement Price until acceptance of ALL Pre-Construction Services and award of the final approved Construction Services Agreement for the entire Project by City Council. If CM@Risk does not prepare a

GMP Proposal that is acceptable to City, or the GMP Proposal exceeds the City's Construction Budget, then CM@Risk understands and acknowledges that it will forfeit any right to receive the 25% of the Agreement Price being retained by City.

17.8.3 CM@Risk agrees that no charges or claims for costs or damages of any type will be made by it for any delays or hindrances beyond the reasonable control of City during the progress of any portion of Pre-Construction Services specified in this Agreement. Such delays or hindrances, if any, will be solely compensated for by an extension of time for such reasonable period and may be mutually agreed between the parties. It is understood and agreed, however, that permitting CM@Risk to proceed to complete any such Services, in whole or in part after the date to which the time of completion may have been extended, will in no way act as a waiver on the part of City of any of their respective legal rights herein.

17.8.4 No compensation to CM@Risk will be allowed contrary to Article I, Chapter I, Title 34 of the Arizona Revised Statutes.

17.8.5 If any service(s) executed by CM@Risk is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of CM@Risk, CM@Risk is to be paid for the services performed prior to the abandonment or suspension.

17.9 **SURVIVAL OF THE DESIGN SERVICES AGREEMENT, DUTIES, OBLIGATIONS AND WARRANTIES**

If the GMP Proposal is accepted by City and a Construction Agreement is entered into between City and CM@Risk, the duties, obligations and warranties of CM@Risk under the Pre- Construction Services Agreement survive and are incorporated into the resulting Construction Agreement.

SECTION 15 – APPENDICES

The following Appendices attached hereto are referenced in the General Conditions and are incorporated herein.

Appendix 1 – Policy Statement for Calculating Delays and Damages
Appendix 2 – Cost Reduction Incentive Proposals for Design Bid Build Agreements
Appendix 3 – Contractor's Affidavit Regarding Settlement of Claims
Appendix 4 – Forms of Performance Bond
Appendix 5 – Forms of Payment Bond
Appendix 6 – Dispute Resolution
Appendix 7 – Certificate of Completion
Appendix 8 – Construction Sign Detail
Appendix 9 – Cost of the Work (Applicable solely to Construction Manager at Risk and Job Order Contracting)
Appendix 10 Landscape Establishment Period

CALCULATING DELAYS AND DAMAGES

The purpose of this policy statement is to establish guidelines and procedures for negotiation between the Contractor and City of Chandler relating to compensation for delays pursuant to Arizona Revised Statutes (A.R.S.) 34-221(F). This policy statement contains notice requirements in addition to those set forth in the Agreement Documents, and will be the Agreement Provision contemplated by that statute.

NOTE: As used herein, the term "Engineer" will refer to the City of Chandler City Engineer or his/her designated representative. Nothing in this Policy Statement will be construed to void any provision in the Agreement which requires timely notice of delays or provides for arbitration or any other procedure for settlement or provides for liquidated damages.

I. TYPES OF DELAYS:

For the purposes of this document, there are essentially four types of delays encountered by City of Chandler Construction Contractors; excusable/compensable, excusable/non-compensable, non- excusable, and concurrent. Only delays that extend Agreement Completion Time set forth in the Agreement Document will be considered for issues relating to Agreement extensions or additional compensation. All other delays are considered to be activity delays and do not entitle the Contractor to either time extensions or additional compensation. Agreement Completion Time will be defined as the date set forth in Maricopa Association of Governments (MAG) Uniform Standard Specification Section 101 and as may be modified by the Agreement Documents.

A. Excusable/Compensable:

These are delays caused solely by the City's actions or inactions, are unreasonable under the circumstances, and which were not within the contemplation of the parties to the Agreement at or prior to the time of execution of the Agreement. Since the Contractor presumably has no control over the events causing the delay, he may be entitled to both Agreement time extensions and additional compensation for delay damages. Further, he/she may be entitled to additional compensation from the impact of that delay on other work. Examples of excusable/compensable (E/C) delays include: failure to properly locate an underground City-owned utility within 2 feet of the actual location; failure to relocate City-owned utilities far enough in advance of construction in an area where the Contractor is scheduled to work that it delays start or completion of the Contractor's regularly scheduled work; failure to provide City-furnished equipment or materials in a timely manner if required by the Agreement; failure to acquire necessary Right-of-Way or Public Utility Easements prior to the Contractor beginning Work in the area; failure to timely return Shop Drawings or other Agreement Submittals in accordance with the Agreement; unreasonable delay by the City in making decisions which affect critical activities; surveying errors when the City is contractually responsible for providing Project Surveying. This list is not meant to be all inclusive, but is intended merely as examples of the type of City action or inaction which can result in a Contractor's claim for additional time and

compensation.

B. Excusable/Non-compensable:

These are delays over which neither the City nor the Contractor had control. Since both parties to the Agreement have been potentially damaged by the delay, but neither have caused it, only Time Extensions are warranted. Examples of excusable, non-compensable (E/N) delays include: unusually severe weather; fire; acts of God; failure of non-City owned utilities (SRP, CenturyLink, Cable TV, Southern Pacific Railroad, and Southwest Gas, etc.) to properly or timely locate accurately; failure of non-City owned utilities to relocate in advance of construction; the voluntary or involuntary filing for Bankruptcy protection by a Supplier or Subcontractor which causes the Supplier/Subcontractor to fail to meet a contractual deadline provided the Contractor can provide documentation that he/she executed the required Purchase Orders/Subcontract Agreements and received delivery schedules which, if met, would have eliminated the delay; delays as a result of an incomplete shutdown of a City or non-City owned utility main (the City does not guarantee a complete shutdown). This list also is not necessarily all inclusive but merely indicative of type and class of E/N delays.

C. Non-excusable/Non-compensable:

These are delays caused by the actions or inactions of Contractor or an officer, employee, agent, Subcontractor, Supplier or any other party for whom the Contractor is responsible. Since the Contractor has assumed responsibility for the risks associated with the events that caused the delay, he/she are not entitled to either time extensions or monetary delay damages. All non-excusable delays are also non-compensable. Examples of non- excusable, non-compensable (N/N) delays include: failure to perform by the Contractor, its Subcontractors and/or Suppliers (except as noted in section I.B above); failure to provide adequate labor, materials, and/or equipment on the Project; failure to perform contractually-required coordination with utilities, agencies and other Contractors; failure to notify the Engineer, in writing, of delay impacts within two working days, as required by MAG 104.2.3, or the next work day, as required by MAG 109.8.2; failure to timely submit Shop Drawings; failure to pothole or otherwise visually locate utilities sufficiently ahead of the Work to allow the Engineer to direct corrective action when necessary; delays due to retesting of previously failed work, re-inspection, and/or restaking resulting from faulty workmanship, poor quality control, or lack of compliance with Agreement Specifications. Again, this list is not necessarily all inclusive.

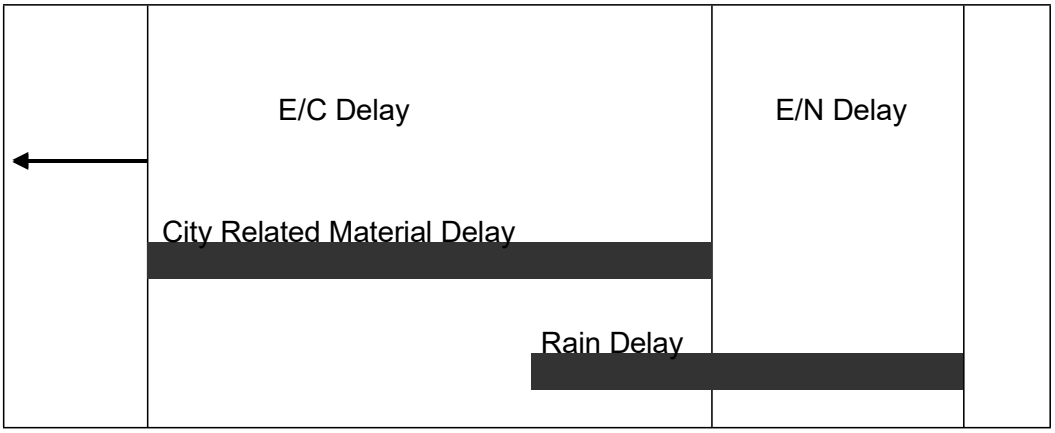
D. Concurrent:

When two or more delays occur simultaneously or overlap, each delay is analyzed separately to determine its impact on the overall project completion date based on when that delay started. Once again, only those delays which actually extend the Agreement completion time are considered as delays. The concurrent delay is considered an additional delay only to the extent it prolongs

the delay to the Agreement Completion Time beyond the date that the one it is concurrent with had already delayed that date. For example, if two delays are concurrent, and one is five days long and the second is seven days long, the second concurrent delay will only extend the Agreement Completion Time by two days. The same method of analysis is used when there are multiple concurrent delays. Only those extending the Project Completion Date are considered to be delays for the purposes of this policy. The portion of each concurrent delay that delays the completion of the work is classified in the same manner as described previously for individual delays and being either E/C, E/N or N/N.

An example of a concurrent delay is where the City delays furnishing material, but the Contractor could not have installed it anyway due to unusually severe weather. The effect of the first delaying activity will extend for the full duration and will be considered controlling on the Contractor's schedule. A subsequent, concurrent delay will thereafter only be considered to effect the project completion (if at all) once the first delaying activity has ceased to impact the project completion. In this case, if the unusually severe weather continued and delayed the work after the material was delivered, the first portion of the delay would be classified E/C (delay for material) and the second as E/N (delay due to unusually severe weather). Using the procedure set forth above, the entire concurrent portion would be considered E/C as shown in the chart which follows.

Example of a Concurrent Delay:



II. ANALYZING THE DELAY:

The Contractor must provide all documents required or requested by the Engineer to analyze the delay(s). It is important to understand that, prior to the delay analysis, delays and their impacts are alleged issues. The information the Contractor provides will be compared with the Inspector's Daily Log, Schedules and other available Project information and together they will support or refute that delays occurred and, if so, how they impact other work and the overall project completion. The Contractor's delay in providing these documents will be considered prima facie evidence that either the delay did not occur or it did not impact the Project Completion Date and any claim for time extension or damages will be denied.

The Engineer will accept delay analyses in CPM format, as these may demonstrate to his/her satisfaction whether or not Project Completion has been impacted by a specific event. If the Contractor chooses not to use CPM scheduling procedures, then the burden will be on the Contractor to prove to the Engineer's satisfaction that the Project Completion has been impacted. The procedures below assume that the Contractor is using CPM scheduling methods. As a minimum the Contractor must provide the following materials to the Engineer:

A. As-Planned Schedule. The initial construction schedule, required by the Agreement Documents, will be considered the baseline schedule. It is to the Contractor's advantage that the As-Planned (baseline) Schedule be as detailed as possible in order for delays, as they occur, to be incorporated into the schedule in representative locations. It is also to the Contractor's advantage to use a computer software program to generate the schedule since updated schedules are required monthly by the Agreement Documents and since updated schedules are required to support delays and requests for additional compensation for delays. The As-Planned (baseline) Schedule must be presented in network format which clearly shows the interrelationships of the activities. The Contractor must also provide a printout of the activities showing early start, early finish, late start, late finish, duration and float. The activity list printout must also indicate predecessor and successor activities.

B. As-Built Schedules. The as planned (baseline) schedule must be updated with complete progress-to-date information (actualized) up to the date of the start of the alleged delay. Each updated schedule will serve as the as-built schedule for analyzing the alleged delay and provide a new baseline as-planned schedule for the next delay. This process must be repeated for each alleged delay as it occurs. In updating the baseline schedule, the alleged delay must be treated as an activity and inserted into the schedule as a predecessor to the impacted activity (ies). When an activity that has already started is impacted, it is preferable to divide this activity into two parts and show the impact affecting the second part. For schedules which incorporate a time line (or data date), the delay activity must be inserted at the time it actually occurred. Some software scheduling programs have a PAUSE-RESUME feature that can be used to facilitate the requirements. The updated schedule must also be accompanied by a listing of activities as with the baseline schedule. This activities list must contain the alleged delay as an activity showing the duration and the activities which are predecessors and successors to it. When computer generated schedules are used, the Contractor must provide, in electronic media format, the complete data files for the updated schedule that included the delay activity, preferably either in Suretrak or in Microsoft Project. Each electronic media must contain a label identifying the Project name, Contractor's name, program name and version number, data date and project finish date.

C. Other Documents: In order to determine the amount of the alleged delay and if it is compensable, the Contractor must provide all backup documentation relevant to the issue and as required by the Engineer. This documentation must include copies of such items as: purchase orders; delivery schedules; correspondence; memoranda of telephone calls; force account daily worksheets (initialed by the Inspector); payroll data; estimating (bid) worksheets; and any other materials which may be

requested by the Engineer.

D. Procedure: Only after receipt of sufficient documentation will the Engineer analyze each alleged delay and determine if it is supported or refuted. If supported, the Engineer will determine if it is excusable or non-excusable, compensable or non-compensable. If the Engineer determines that the delay did not affect the Project Completion, the as-planned schedule, which has been updated to the date of the alleged delay, must be revised to indicate this. If the Engineer determines the delay did occur but was N/N, then no time extension will be granted. It is imperative that an actualized schedule be submitted as soon as the occurrence of the alleged delay is known. In no event will the Contractor submit an actualized updated schedule later than 60 days after the occurrence of the alleged delay becomes known.

If the Engineer determines the delay did occur and was excusable but, due to a reason listed in section I.B. is non-compensable, he/she will determine the length of the E/N delay and prepare a Change Order to add that time to the Agreement. The Engineer's decision will be final.

If the Engineer determines the delay was excusable and compensable, he/she will determine the length of the E/C delay and proceed to review the Contractor's damage calculations in accordance with Section III. The Engineer will check the Contractor's calculations, review the backup documentation provided, and prepare a Change Order to cover both the additional compensation and the time extension. The Engineer's decision on both the time extension and additional compensation for the delay will be final.

If the issue involves a concurrent delay, the Engineer will analyze available data to determine the portions which are E/C, E/N, and/or N/N as described above. The Engineer will proceed to determine the length of E/C delay and verify the Contractor's delay damage calculations, if any are provided. Upon completion of this review, the Engineer will prepare a Change Order for the Contractor's review and signature. The Engineer's decision regarding excusable delay and additional compensation for the delay is final.

The amount of time the Engineer will require to analyze the alleged delay(s) will depend upon the Engineer's workload, the complexity of the delay analysis, availability of supporting data, extent of cooperation by the Contractor, and other factors beyond the Engineer's control. It is entirely possible other delay(s) may occur while the Engineer is analyzing particular claim for delay(s). The Engineer's failure to respond to the Contractor in a set period of time will not be used as the basis for a further delay claim or as justification for extending and existing delay claim. The time required for delay analysis by the Engineer will not be counted against the time allotted for processing Final Payment as required by (MAG Section 109.7(B)) or the release of retention and Final Payment as prescribed by A.R.S. Arizona Revised Statutes §34-221.

III. CALCULATING MONETARY DELAY DAMAGES:

Additional compensation for delay, when authorized by the Engineer, will be calculated in accordance

with MAG Section 109.5 ACTUAL COST WORK with the following exceptions:

A. No additional compensation or other monetary damages will be awarded or paid for any loss of anticipated profits by the Contractor, Subcontractors or Suppliers.

B. No additional compensation or other monetary damages will be awarded for home office overhead or non-project general conditions of the Contractor, Subcontractors or Suppliers.

C. Equipment:

1. Contractor-owned equipment rate calculations must be computed in accordance with Section 109.04(D)(3), Arizona Department of Transportation "Standard Specifications for Road and Bridge Construction," 2008 or latest edition and as modified herein. Year and regional adjustment factors must be based on the most recent publications of the Rental Rate Blue Book for Construction Equipment, published by the Equipment Guide-Book Company, San Jose, CA, same as provided by ADOT and in print as of the date of alleged delay. In no event will the compensation for Contractor-owned equipment exceed the purchase price, including tax, paid by the Contractor for the equipment. Compensation will not be allowed for small tools or equipment that show a daily equipment rental rate of less than $5.00 per day or for unlisted equipment that has a value of less than for hundred dollars ($400.00).
2. For leased and rented equipment or equipment not otherwise listed in the Blue Book, rental contracts, or other supporting data will be used to establish the hourly rate. No hourly operating expense will be allowed for delay on standby equipment. In no case will equipment be considered for rental which exceeds the hourly rate for the first eight hours and the daily rate divided by eight for all additional hours as compared with similar equipment listed in the Blue Book. The hourly standby rate must be computed as the lesser of:

    a. Dividing the monthly invoice or rental value by 176 hours per month when the equipment is utilized by the Contractor for more than three weeks;

    b. Dividing the monthly invoice or rental value by 40 hours per week when the equipment is utilized by the Contractor for more than three days.

    In no event will compensation be paid for delay at more than 8 hours per day or 40 hours per week.

3. Except for vehicles used by supervisory personnel, all equipment will be paid at the "standby" rate during the delay period.

4. Equipment brought solely to mitigate the delay (such as pumps, light plants, etc.) may be paid in accordance with ADOT section 109.04(D) (3).

5. The Blue Book regional adjustment will apply in determining rental rates.

D. Material:

Allowable material charges may include, in addition to material incorporated in the work material used to mitigate the delay such as barricades, plates, shoring, cold mix, etc. Except in emergencies the Contractor will not employ such material without the prior written approval of the Engineer.

E. Labor:

1. Except for Supervisory Personnel (Superintendent, Project Engineer, and Foremen), labor wages will not be paid after the first one-half day of claimed delay or impact. It is expected the Contractor will reassign or layoff unneeded employees.

2. For Foreman wages to be included, that Foreman must have been actively employed on the project prior to the commencement of the delay and be directly responsible for the activity being delayed.

3. Labor burden must be actual amounts incurred but must not exceed the ADOT approved rate.

F. All costs (equipment, material, and labor) must be substantiated by the City of Chandler's Daily Work Reports.

IV. DOCUMENT REQUIRED FOR CLAIM ANALYSIS:

For purposes of reviewing the Contractor's request for additional compensation, it will be required that the Contractor submit the following listed information. Information requested must be prepared on forms which are substantially similar to the City of Chandler's Daily Work Report form, a copy of which is attached as an exhibit.

A. Labor:

For each employee, laborer, and foreman, for which compensation is requested: Name, classification, dates of work performed, daily hours worked, total hours worked, labor rates, labor burden rates, overtime or premium time charges. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Certified payroll reports for the period of work claimed.
2. Accounting of Fringe Benefits – certified by a CPA.
3. Contractor's and Subcontractor's daily field reports and daily diaries.

B. Materials:

For all materials for which compensation is requested, if any, total quantities of materials, prices, extensions and transportation costs must be provided on a daily

basis. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Invoices for all materials incorporated.
2. Weigh tickets.
3. Purchase orders.
4. Delivery schedules.
5. Quotes or proposals from manufacturers or supplier.
6. Freight bills, Bills of Lading, or other documentation to show transportation costs.
7. Restocking charges-invoices from vendor.

C. Equipment:

For all equipment, the Contractor must provide the Engineer with the designation, dates and hours of usage, dates and hours of standby, if any, daily hours, total hours, rental rates and extension for each unit of equipment and machinery. Rental rates will be as established in Section III. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Owned:
   a. Purchase contracts(s).
   b. Depreciation schedule(s).
   c. Invoices for fuel, lube, repairs and other operating costs.

2. Leased:
   a. Lease agreement with hourly rate, overtime rate, double shift rate, etc.
   b. Invoices or other documentation showing hours worked on a daily basis.

D. Subcontractors/Owner-Operators:

In the event the Contractor submits a claim which includes requests for compensation for Subcontractors of Owner-Operators, the same information requested of the Contractor must be provided by the Subcontractor/Owner-Operator. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Bid/Estimate work sheets and/or spreadsheets.
2. Subcontract Agreements or Agreements with Owner-Operator.
3. All invoices and billing statements received from the Subcontractor/Owner-Operator which relates to the amount requested.

E. Miscellaneous:

Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Evidence of payment for bonds and insurance premiums (MAG 109.5.6).

2. Taxes – unless the Contractor can show otherwise, taxes are reimbursable at 65% of the total cost (less bonds and insurance).

V. TIME LIMIT ON SUBMISSIONS OF CLAIM FOR DELAY OR IMPACT DAMAGES:

No claims for delay or impact damages will be considered or allowed more than 45 days after the event or occurrence which the Contractor claims gives rise to the delay or impact. In no event will a claim for delay or impact damages be considered after submission by the Contractor of the Final Payment Request.

COST REDUCTION INCENTIVE PROPOSALS FOR DESIGN BID BUILD AGREEMENTS

The Contractor may submit to the Engineer proposals for modifying the Plans, Specifications, or other requirements of the Agreement for the sole purpose of reducing the total cost of Project construction. The proposals must not impair in any manner the essential functions or characteristics of the project; including but not limited to service life, economy of operations, ease of maintenance, desired appearance, compatibility with existing or planned equipment, standardization of systems, or design and safety standards.

It must not be inferred from this Policy that the Engineer is required to consider any proposal submitted.

Submissions that propose changes in the basic design of a bridge, propose changes in pipe line size, materials, bedding conditions, pipe specifications; or that propose any change in pavement design will not be considered.

Proposals submitted pursuant to this Policy will be identified as Cost Reduction Incentive Proposals. They must be submitted in writing and, at a minimum, contain the following.

1. Complete the attached or similar cost reduction incentive proposal form.

2. A description of both the existing Agreement Requirements for performing the work and the proposed changes.

3. All Engineering Drawings and computations necessary for the thorough and expeditious evaluation.

4. An itemization of the existing Agreement Requirements that must be changed if the Proposal is adopted and a recommendation as to the manner in which the change should be made.

5. A detailed estimate of the cost of performing the Work under the existing Agreement and under the proposed changes, including the cost of developing and implementing the changes.

6. The Agreement items affected by the proposed changes and any variations in quantities resulting from the changes.

7. An objective estimate of any effects the proposal will have on collateral cost to the City, costs of related items, and cost of maintenance and operation.

8. A statement as to the effect that the Proposal will have on the time for the completion of the Project.

9. A statement as to the time by which a Change Order adopting the Proposal must be executed or when the Engineer must have given verbal approval.

Proposals will be processed expeditiously; however, the City will not be liable for any delay in acting upon any Proposal nor for any failure to accept any Proposal pursuant to this Special Provision.

The Engineer will be the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of the Proposal. The Contractor will be notified in writing by the Engineer as to whether his/her Proposal has been accepted. The decision by the Engineer is final.

When the City deems such action to be appropriate, it reserves the right to require the Contractor to share equally in the cost to the City of investigating, evaluating, and processing the proposal as a condition for the consideration of such Proposal. Such cost must be shared whether the Proposal is accepted or rejected. When such a condition is imposed, the City will estimate these costs and the Contractor must indicate his acceptance thereof in writing. Such acceptance will authorize the City to deduct the Contractor's share of the costs from any monies due or that may become due to the Contractor under the Agreement.

If the Contractor's Proposal is accepted in whole or in part, the necessary Agreement Modifications and Agreement Price Adjustments will be affected by the execution of a Change Order which will specifically state that it is executed pursuant to this Special Provision.

The Contractor must continue to perform the work in accordance with the requirements of the Agreement until a Change Order incorporating the Proposal has been executed or until he/she has been given verbal approval by the Engineer that his/her Proposal has been accepted. If the Change Order has not been executed or he/she has not been given verbal approval on or before the date specified on the attached cost reduction incentive proposal form or on or before such other date as the Contractor may have subsequently specified in writing, the Proposal may be deemed to be rejected.

The executed Change Order will incorporate the changes in the Plans, Specifications, or other requirements of the Agreement which are necessary to permit the Proposal, or such part of it which has been accepted, to be put into effect, and will include any condition – upon which the City's approval thereof is based, if such approval is conditional. The executed Change Order may also extend the time for the completion of the Agreement if such an extension has been deemed to be warranted by the Engineer as a result of his evaluation of the Proposal.

The executed Change Order will also establish the estimated net savings in the cost of performing the Work attributable to the Proposal effectuated by the Change Order. In determining the net savings, the right is reserved to the Engineer to disregard the Agreement bid prices if, in his/her judgment, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted. The net savings will be established by determining the Contractor's cost of performing the Work, taking into account his/her cost of developing the Proposal and implementing the change, and reducing this amount by any ascertainable collateral costs to the City. The executed Change Order may provide that the Contractor be paid 50 percent of the estimated net savings amount.

The executed Change Order may also provide for the adjustment in Agreement prices. Agreement prices may be adjusted by subtracting the City's share of the accrued net savings.

The amount specified to be paid to the Contractor in the executed Change Order which effectuates a Cost Reduction Proposal will constitute full compensation to the Contractor for the Cost Reduction Proposal and the performance of the work thereof pursuant to the said Change Order.

Upon acceptance of a Cost Reduction Incentive Proposal, any restrictions imposed by the Contractor on its use or on disclosure of the information will become void, and the City thereafter will have the right to use all or any part of the Proposal without obligation or compensation of any kind to the Contractor.

COST REDUCTION INCENTIVE PROPOSAL FORM

TO: CIP City Engineer

FROM:

PROJECT NAME: [TITLE]

CITY PROJECT NUMBER: [####]

DATE:

Summary of Change (Brief description of proposed change including advantages and disadvantages):

ESTIMATED COST SUMMARY (Attached detailed estimate):

A.	Original Cost:	$
B.	Proposed Cost:	$ _____
C.	Construction Savings (A-B):	$ _____
D.	Gross Savings (Included OH %, Bond %)	$ _____
E.	Contractor Implementing	$_____
F.	City Implementing Cost:	$_____
	Reduction in Agreement Price (C+D-E-F) x 50%:	$ _____

Date by which a Change Order must be issued so as to obtain maximum cost reduction:

CITY OF CHANDLER, ARIZONA
PUBLIC WORKS & UTILITIES DEPARTMENT

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona
Date _____

Project Name: [TITLE]
City Project No.: [####]

To the City of Chandler, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the total compensation of $_____, as set out in the final pay application, as full and complete payment under the terms of the Agreement, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Chandler against any and all liens, claims or liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____ 20_____.

_____
CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____ 20 _____.

_____
Notary Public

_____
My Commission Expires

PERFORMANCE BOND

ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Agreement amount)

KNOW ALL MEN BY THESE PRESENTS THAT:_____

(hereinafter "Principal"), and _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____(hereinafter "Obligee") in the amount of _____ (Dollars) ($_____), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated

the _____ day of _____, 20___ for construction of **[TITLE]**, **[####]** which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all the undertakings, covenants, terms, and conditions of the Agreement during the original term of the Agreement and any extension of the Agreement, with or without notice of the Surety, and during the life of any guaranty required under the Agreement, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the Agreement that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this bond may recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20__.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

PAYMENT BOND

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Agreement amount)

KNOW ALL MEN BY THESE PRESENTS THAT:_____

(hereinafter "Principal"), as Principal, and _____(hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____ (hereinafter "Obligee") in the amount of _____ (Dollars) ($_____), for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated the _____ day of _____, 20___ for construction of **[TITLE]**, **[####]** which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said Agreement, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this bond may recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20__.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

DISPUTE RESOLUTION

A. INFORMAL DISPUTE RESOLUTION

The parties to the Agreement agree that time is of the essence in relation to performance of the Agreement and completion of the Project, therefore any and all disputes in relation to the Agreement will initially be referred to the Project Manager, the Design Professional Representative and/or the Contractor Representative as applicable to the dispute, for immediate resolution. If, after good faith efforts to reach a resolution, none is reached, any party to the dispute may submit the dispute to the Dispute Resolution Representative ("DRR") process set forth below, which is intended to be an expedited process.

B. DISPUTE RESOLUTION REPRESENTATIVE ("DRR") PROCESS

1. The Parties under the Agreement agree that all claims and disputes in relation to the Project which are not resolved in the ordinary course of the Project ("Claim" or "Claims") will, as a prerequisite to any mediation, or litigation of the Claim, first be submitted for resolution between the designated Dispute Resolution Representatives of the Parties as set forth herein (the "DRR Process").

2. The DRR Process will be initiated through service of a DRR Notice as set forth below:

   a. For claims by the Contractor or the Design Professional, the DRR Process will be initiated by the party asserting the claim serving written notice on the City setting forth in detail: (i) the basis for the claim; (ii) the effect of the Claim upon the construction of, and/or Project Schedule for, the Project;
   (iii) the specific relief requested, the amount thereof, and how such was calculated; (iv) the parties involved in the Claim, and how they are involved; (v) the specific Agreement provisions in the Agreement Documents (including, if applicable, drawings and specifications) which apply; and (vi) efforts made to date to resolve the Claim.

   b. For claims by the City, the DRR process will be initiated by the City providing written notice to the other parties of the basis and amount of its claim, the parties involved in the Claim, and how they are involved, the provisions in the Agreement Documents that apply, and the relief requested.

   c. The DRR Notice will be hand-delivered and e-mailed to the other parties' designated Dispute Resolution Representatives.

3. The other parties will respond in writing to the DRR Notice ("DRR Response") within ten (10) calendar days of receipt of the DRR Notice, setting forth those items set forth in the DRR Notice that they agree with, dispute, and/or have questions concerning. The DRR Response will be hand-delivered and e-mailed to the other parties' Dispute Resolution Representatives.

4. The designated Dispute Resolution Representatives for the Parties to the claim will then meet as soon as possible and in any event within twenty (20) calendar days of submission of the DRR Notice (regardless of whether a DRR Response has been submitted by all parties involved in the dispute), at a mutually agreed upon time and place, to attempt to resolve the Claim based upon the DRR Notice and DRR Response.

5. At any time after the first meeting required above, either party may terminate the DRR Process by written notice to the other party.

6. The parties may agree, in writing, to extend or modify the time limits or other provisions of the DRR process in relation to a specific pending Claim.

7. Unless otherwise designated in a written notice to the other parties, the City and the representatives of the Contractor and of the Design Professional will act as the parties' designated Dispute Resolution Representatives.

8. If a resolution of the Claim is reached, that resolution must be set forth in writing and must be signed by the Parties' designated Dispute Resolution Representative. If the resolution involves a change in any Agreement Documents, the Agreement Price, the Project Schedule, or any other change requiring a written Change Order or Amendment, the parties must execute an appropriate written Change Order or Amendment pursuant to the terms of the Agreement Documents.

C. MEDIATION

1. Unless extended by written agreement of the parties involved in the dispute, any Claim not resolved through the DRR process set forth above within five (5) calendar days after the meeting required under B (4) above, or after the DRR is terminated pursuant to B (5) above, whichever is earlier, will be submitted to mediation as a condition precedent to litigation by either party.

2. The mediation will be commenced by written demand upon the other party for mediation. If the parties cannot agree upon a mediator within ten (10) calendar days of the written demand, either party may make a request to the Civil Presiding Judge of the Maricopa County Superior Court to appoint a mediator. The mediation will occur within forth (40) calendar days of the written demand for mediation, unless the parties agree, in writing, to a longer period of time.

3. The qualifications for the mediator will be that he/she be: (a) an experienced mediator, arbitrator or litigator of construction disputes; and (b) having engaged a significant portion of his/her time involving and/or resolving construction disputes for at least the past five (5) years.

4. Each party will provide to the other party and the mediator all of the information and documentation required under B(1) and (2) above, together with any additional information and documentation which the party believes relevant. In addition, the parties will exchange, and provide to the mediator

such additional memoranda, information and/or documentation, as the mediator may request, and in the form and at such times, as the mediator may direct.

5. The parties will share the mediator's fee and any filing fees equally. The mediation will be held in Chandler, Arizona, unless another location is mutually agreed upon. Agreements reached in mediation will be specifically enforceable in any court having jurisdiction thereof.

D. LITIGATION

Any claim arising out of or related to the Agreement, except Claims relating to aesthetic effect and except those claims waived as provided for in the Agreement Documents, must be resolved through litigation in the Maricopa County, Arizona Superior Court.

CITY OF CHANDLER, ARIZONA
PUBLIC WORKS & UTILITIES DEPARTMENT

CERTIFICATE OF COMPLETION

PROJECT NAME:	**[TITLE]**		
CITY PROJECT NO.:	**[####]**		
If Federally Funded:			
FEDERAL NO.:		**ADOT NO:**	

(*This section to be completed by Prime*)
I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER FOR THIS PROJECT HAVE BEEN DELIVERED IN ACCORDANCE WITH THE AGREEMENT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE AGREEMENTOR UNDER THE AGREEMENT HAVE BEEN COMPLETED AS OF THE COMPLETION DATE LISTED HERE:

FINAL ACCEPTANCE DATE:	

PRIME CONTRACTOR:

FIRM NAME:			
PRINCIPAL:			
TITLE:			
SIGNATURE:		DATE:	

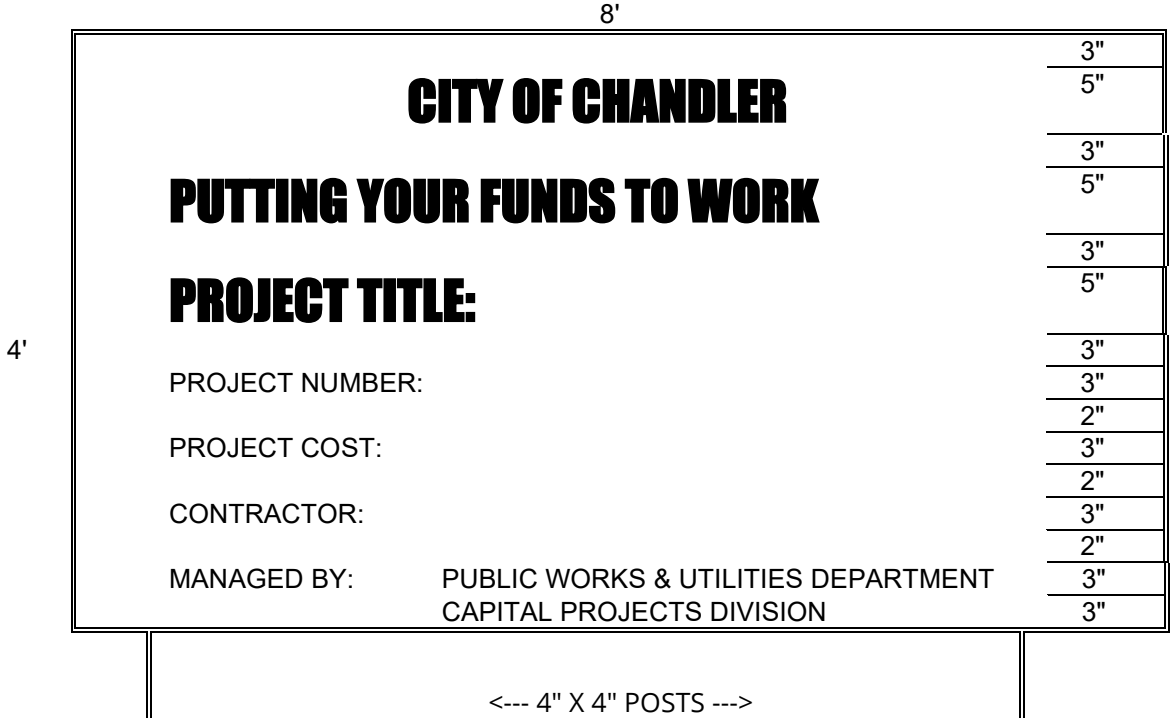
CERTIFIED BY [*INSERT NAME AND TITLE OF PARTY THAT OVERSEES CONSTRUCTION*]:

FIRM NAME:			
SIGNATURE:		DATE:	

PROJECT ACCEPTED BY CITY OF CHANDLER:

NAME:			
SIGNATURE:		DATE:	

CONSTRUCTION SIGN DETAIL



NOTES:

SIGN(S) MUST BE FURNISHED AND ERECTED PRIOR TO COMMENCEMENT OF CONSTRUCTION. POSTS MUST BE ANCHORED A MINIMUM OF TWO FEET INTO THE GROUND. BOTTOM OF SIGN MUST BE A MINIMUM OF FOUR FEET ABOVE THE GROUND.

TYPICAL PROJECT IDENTIFICATION SIGN FOR GENERAL PROJECTS MUST BE NON-REFLECTORIZED GREEN BACKGROUND, AND NON-REFLECTORIZED WHITE LETTERS AND NUMERALS.

ONE SIGN MUST BE ERECTED FOR BUILDINGS AND OTHER LIMITED AREA SINGLE SITES. FOR MULTIPLE SITES, ONE SIGN MUST BE ERECTED AT EACH SITE.

FOR LINEAR PROJECTS ONE HALF MILE OR LONGER, PLACE ONE SIGN AT EACH END OF THE PROJECT.

COST OF THE WORK

(APPLICABLE SOLELY TO CONSTRUCTION MANAGER AT RISK AND JOB ORDER CONTRACTING)

SECTION 1 – COSTS TO BE REIMBURSED

1.1 Cost of the Work

The term Cost of the Work will mean costs necessarily incurred by Contractor in the proper performance of the Work. Such costs must be at rates not higher than the standard paid at the place of the Project except with prior consent of City. The Cost of the Work will include only the items set forth in this Section 1.

1.2 Labor Costs

1.2.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with City's approval, at off-site workshops. Cost to be reimbursed will be the actual wages paid to the individuals performing the work.

1.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with City's approval. No Contractor personnel stationed at the Contractor's home or branch offices will be charged to the Cost of the Work. Non-field office based Contractor management and support personnel are expected to provide service and advice from time to time throughout the job and his/her time devoted to Project matters is considered to be covered by the Contractor's Fee.

1.2.3 Wages and salaries of Contractor's supervisory or administrative personnel who would normally be stationed at the field office in accordance with Section 1.2.2 but who become engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of his/her time required for the Work. Employee bonuses and/or costs associated with Employee Stock Ownership Plans ("ESOP") will not be considered reimbursable labor or labor burden costs and will be considered non-reimbursable costs considered to be covered by the Contractor's Fee.

1.2.4 Costs paid or incurred by Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holiday, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 1.2.1 through 1.2.3.

1.2.4.1 Cost of the Work will include the actual net cost to Contractor for worker's compensation insurance attributable to the wages chargeable to the Cost of Work per this Agreement. The actual net cost of worker's compensation must take into consideration all cost adjustments due to experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, assigned risk pool rebates, any applicable weekly maximums, etc. Contractor may charge an estimated amount for worker's compensation insurance costs, but will make appropriate cost adjustments to actual costs within 45 days of receipt of actual cost adjustments from the insurance carrier.

1.2.4.3 Overtime wages paid to salaried personnel (if approved in advance in writing by City) will be reimbursed at the actual rate of overtime pay paid to the individual. No time charges for overtime hours worked on the Project will be allowed if the individual is not paid for the overtime worked.

1.2.4.4 Any overtime premium or shift differential expense to be incurred by Contractor for hourly workers will require City's advance written approval before the incremental cost of the overtime premium or shift differential will be considered a reimbursable cost. If the Contractor is required to work overtime as a result of an inexcusable delay or other coordination problems caused by the Contractor or anyone he/she is responsible for, the overtime premium and/or shift differential expense portion of the payroll expense and related labor burden costs will be considered as cost not to be reimbursed.

1.2.4.5 Reimbursable labor burden costs will be limited to payroll taxes, worker's compensation insurance, the employer's portion of union benefit costs for union employees working on the Project, and the actual verifiable fringe benefit costs incurred by Contractor for non-union individuals working on the Project subject to the following maximum percentages for the following reimbursable non-union fringe benefit costs. The following maximums (as a percentage of reimbursable actual wages by individual) will apply for each of the following types of fringe benefit costs specifically attributable to each of the non-union personnel working on the Project:

- Medical Insurance, Dental, Life & AD&D Insurance: 12.00%
- Holiday, vacation and other paid time not worked: 10.00%
- Pension Plan Contributions to Vested Employee Account, Simplified Employee Pension Plans, or 401K matching plans (Note: ESOP related costs are covered by the Contractor Fee) 10.00%

For non-union personnel, no other fringe benefit costs (other than the three specific categories listed immediately above, will be considered reimbursable Cost of Work. Any labor burden costs that are in excess of the amounts considered reimbursable or are otherwise not considered reimbursable under the terms of this agreement are intended to be covered by the Contractor Fee.

1.3 Subcontract Costs

1.3.1 Payments made by Contractor to Subcontractors in accordance with the requirements of the subcontracts.

1.3.2 For Scope of Work Bid Packages typically performed by Subcontractors, Contractor may "self- perform" such work on an actual cost basis subject to an agreed upon Guaranteed Maximum Price for the "self-performed work". The Contractor must, unless agreed to by City in writing, bid his/her proposed guaranteed Maximum Price for the work to be "self-performed" against at least three other interested trade Contractors. All savings under any such Subcontract for "self-performed work" must be applied to reduce the Cost of Work under the Agreement and the Guaranteed Maximum Price. For purposes of defining "self-performed work" subject to this provision, any division of Contractor, or any separate Contractor or Subcontractor that is partially owned or wholly owned by the Contractor or any of his/her employees or employee's relatives will be considered a related party entity

and will be subject to this provision regarding "self-performed work". No self-performed work will be allowed to be performed on a Fixed Price basis.

1.3.3 Contractor (with respect to its Suppliers, Subcontractors and all lower tier Subcontractors) must provide City advance written notice and must obtain City's approval for any proposed Subcontract Change Order, Material Purchase Order, or other financial commitment in an amount in excess of $5,000 prior to placing such order or entering into such agreement (regardless of whether or not any such commitment will affect the prime Agreement Guaranteed Maximum Cost). It is agreed that sums applicable to any Subcontract Change Order, Purchase Order or other financial commitment entered into in violation of the above notice and approval requirement will not be included in the amounts owning to Contractor, Subcontractors or Suppliers whether as Costs of the Work or as reasonable termination costs in the event of termination.

1.4 Costs of Material and Equipment Incorporated in the Completed Construction

1.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

1.4.2 Costs of materials described in the preceding Subparagraph 1.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, in any, will become City's property at the completion of the Work or, at City's option, may be sold by the Contractor. Any amounts realized from such sales must be credited to City as a deduction from the Cost of Work.

1.4.3 Proceeds from the sale of recyclable materials, scrap, waste, etc. will be credited to job cost.

1.5 Costs of Other materials and Equipment, Temporary Facilities and Related Items

1.5.1 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers, that are provided by the Contractor at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by Contractor. Cost for items previously used by Contractor will mean fair market value.

1.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by Contractor at the site, whether rented from Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented will be subject to City's prior written approval.

1.5.2.1 The Projected usage for each piece of equipment to be rented for use on the Project and the estimated total rentals must be considered by Contractor before the piece of equipment is rented so that an appropriate rent versus buy decision can be made. Purchased equipment must be considered "job owned". At the completion of the Project, Contractor must transfer title and possession of all remaining job-owned equipment to City, or Contractor may keep any such equipment for an appropriate fair market value credit to job cost, which will be mutually agreed to by City and Contractor.

1.5.2.2 Each piece of equipment to be rented must have hourly, daily, weekly and monthly rates and the most economical rate available will be reimbursed based on the circumstances of actual need and usage of the piece of equipment while it is stationed at the jobsite. When the piece of equipment is no longer needed for the work, no rental charges will be reimbursed if the piece of equipment remains at the jobsite for the convenience of Contractor.

1.5.2.3 Equipment Rental Rates

1.5.2.3.1 Compensation for equipment used on the Project will be paid in accordance with the Equipment Plan submitted by Contractor in the accepted GMP Proposal and no payments will be made in excess of the rates set forth in the Equipment Plan, or actual documented costs, whichever is less.

1.5.2.3.2 All equipment rental rates and costs are subject to City's right to audit when submitted as part of Equipment Plan and/or at any time during the Project.

1.5.2.4 The aggregate rentals chargeable for each piece of Contractor owned tools or equipment must not exceed 50% of the fair market value of such equipment at the time of its commitment to the Work. The original purchase price and date of purchase of the equipment will be documented with a copy of the purchase invoice for the piece of equipment. Such aggregate limitations will apply and no further rentals will be charged even if a piece of equipment is taken off the job and is later replaced by a similar piece of equipment. For purposes of computing the aggregate rentals applicable to aggregate rental limitations, rental charges for similar pieces of equipment will be combined if the pieces of equipment were not used at the same time.

1.5.2.5 Fair market value for used material and equipment as referred to in the Agreement Documents will mean the estimated price a reasonable purchaser would pay to purchase the used material or equipment at the time it was initially needed for the job. Note: This is usually lower than the price a reasonable purchaser would pay for similar new construction material or construction equipment.

1.5.2.6 All losses resulting from lost, damaged or stolen tools and equipment will be the sole responsibility of Contractor, and not City, and the cost of such losses will not be reimbursable under the Agreement.

1.5.2.7 Contractor will be required to maintain a detailed equipment inventory of all job-owned equipment (either purchased and charged to job cost or job-owned through aggregate rentals) and such inventory must be submitted to City each month. For each piece of equipment, such inventory should contain at a minimum (1) original purchase price or acquisition cost (2) acquisition date (3) approved Fair Market Value at the time the piece of equipment was first used on the job and (4) final disposition.

1.5.2.8 All costs incurred for minor maintenance and repairs will be reimbursed at actual cost. Such costs include routine and preventative maintenance, minor repairs and other incidental costs. Repairs and/or replacement of a capital nature are considered to be covered by the rental rates. Major repairs and overhauls are not considered routine and ordinary; consequently such costs are not reimbursable and are intended to be covered by the rental

rates.

1.5.3 Costs of removal of debris from the Site.

1.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

1.5.5 That portion of the reasonable expenses of Contractor's personnel incurred while traveling in discharge of duties connected with the Work.

1.5.5.1 No travel expenses will be reimbursed to Contractor's representatives unless Project related travel required them to travel to a destination more than 100 miles from the Project location. Any travel involving airfare will require advance written approval by an authorized City's representative.

1.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the City.

1.5.7 Reproduction costs will be the actual costs of reproduction subject to a maximum of five cents ($.05) per square foot for prints and a maximum of five cents ($.05) per 8 ½ by 11-inch page for offset print or photo copied agreement documents, specifications, etc. Telephone costs will be the actual costs paid to the third party telephone company for the field office telephone.

1.6 Miscellaneous Costs

1.6.1 That portion of insurance and bond premiums that can be directly attributed to the Agreement. The City will reimburse Contractor for contractually required bond at time of first pay application for GMP and Cost-Based Agreements upon receipt of proof of payment from the Contractor. If the Contractor completes Work for less than the Agreement Price, Contractor must credit the City a pro- rated amount for the unused portion of the bond payment

1.6.1.1 Contractor's actual cost for insurance will be considered to be included within the Maximum limit for General Conditions Costs. All premiums for any insurance and bonds required for the Project must reflect the net actual costs to Contractor after taking into consideration cost adjustments due to experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, assigned risk pool rebates, refunds, etc.

1.6.1.2 The amount to be reimbursed to Contractor for all contractually required insurance will be actual costs not to exceed a total of 2% of the Agreement Value, unless Contractor establishes to City's satisfaction that the actual cost is higher and City agrees to such actual higher cost in writing. If Contractor's cost of contractually required insurance is greater than the amount agreed to be reimbursed per this Agreement Provision, the difference will be considered to be covered by the Contractor's Fee. The City will reimburse Contractor for contractually required insurance on a monthly basis for GMP and Cost-Based Agreements. If Contractor can demonstrate substantial savings by paying for all insurance in advance, the City may agree to reimburse all insurance costs at time of first pay

application for GMP and Cost-Based Agreements with proof of payment from Contractor.

1.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work.

1.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which Contractor is required by the Agreement Documents to pay.

1.6.4 Fees of laboratories for tests required by the Agreement Documents, except those related to defective or nonconforming Work and which do not fall within the scope of ¶ 1.7.3 below.

1.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Agreement Documents; the cost of defending suites or claims for infringement of patent rights arising from such requirement of the Agreement Documents; and payments made in accordance with legal judgments against Contractor resulting from such suites or claims and payments of settlements made with City's consent. However, such costs of legal defenses, judgments and settlements must not be included in the calculation of the Contractor's Fee or subject to the Guaranteed Maximum Price.

1.6.6 Data processing costs related to the Work. However, any such data processing costs will be limited to the cost of personal computer hardware used at the field office in the normal day to day administration, management and control of the Project. The aggregate charges for any such hardware must not exceed the Fair Market Value of the hardware at the time it was brought to the field office. If the total charges for any particular piece of hardware reach an amount equal to the Fair Market Value, that particular piece of hardware must be turned over to City whenever it is no longer needed for the Project. If Contractor elects to keep the particular piece of hardware, the job costs must be credited with a mutually agreeable amount which will represent the Fair Market Value of the particular piece of hardware at the time it was no longer needed for the job. Software or other costs associated with the use of computer programs will not be considered to be a reimbursable cost and will be considered to be covered by the Contractor's Fee.

1.6.7 Deposits lost for causes other than Contractor's negligence or failure to fulfill a specific responsibility to City as set forth in the Agreement Documents.

1.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between City and Contractor, reasonably incurred by Contractor in the performance of the Work and with City's prior written approval; which approval will not be unreasonably withheld.

1.6.9 Expenses incurred in accordance with Contractor's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, if pre-approved by City in writing. If City authorizes the reimbursement of relocation costs, the reimbursable relocation expenses will be limited to a maximum of $50,000 per person. Any relocation cost incurred by Contractor in excess of the amount reimbursed by City will be considered to be covered by the Contractor's Fee.

1.7 Other Costs and Emergencies

1.7.1 Other costs incurred in the performance of the Work if and to the extent approved in

advance in writing by City.

1.7.2 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

1.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by Contractor, Subcontractors or Suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of Contractor and only to the extent that the cost of repair or correction is not recoverable by Contractor from insurance, sureties, Subcontractors or Suppliers.

1.8 Related Party Transactions

1.8.1 The term "related party" will mean a parent, subsidiary, affiliate or other entity having common ownership or management with Contractor; any entity in which any stockholder in, or management employee of, Contractor owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of Contractor. The term "related party" includes any member of the immediate family of any person identified above.

1.8.2 If any of the costs to be reimbursed arise from a transaction between Contractor and a related party, Contractor must notify City in writing of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If City, after such notification, authorizes in writing the proposed transaction, then the cost incurred will be included as a cost to be reimbursed, and Contractor must procure the Work, equipment, goods or service from the related party, as a Subcontractor. If City fails to authorize the transaction, Contractor must procure the Work, equipment, goods or service from some person or entity other than a related party.

SECTION 2 – COSTS NOT TO BE REIMBURSED

2.1 The Cost of Work must not include:

2.1.1 Salaries and other compensation of Contractor's personnel stationed at Contractor's principal office or offices other than the site office, except as specifically provided in Subparagraphs 1.2.2 and 1.2.3.

2.1.2 Expenses of Contractors' principal office and offices other than the site office.

2.1.3 Overhead and general expenses, except as may be expressly included in Section 1.

2.1.3.1 Costs of Contractor's home office computer services or other outside computer processing services will be considered overhead and general expense. Accordingly, Contractor should not plan to perform any such computer related services or alternatives at the field office when such services or functions can be performed at Contractor's home or branch offices, or other outside service locations.

2.1.4 Contractor's capital expenses, including interest on Contractor's capital employed for the Work.

2.1.5 Rental costs of machinery and equipment, except as specifically provided in subparagraph 1.5.2.

2.1.6 Except as provided in Subparagraph 1.7.3 of the Agreement, costs due to the negligence or failure to fulfill a specific responsibility of Contractor, Subcontractors and Suppliers or anyone directly or indirectly employed by any of them or for whose acts of them may be liable.

2.1.7 Any cost not specifically and expressly described in Section 1.

2.1.8 Costs, other than costs included in Change Orders approved by City that would cause the GMP to be exceeded.

SECTION 3 – DISCOUNTS, REBATES, REFUNDS AND SAVINGS

3.1 Cash discounts obtained on payments made by Contractor will accrue to City if (1) before making the payment, Contractor included them in an Application for Payment and received payment therefore from City, or (2) City has deposited funds with Contractor with which to make payments; otherwise, cash discounts will accrue to Contractor. Trade discounts, rebates, refunds and amounts received from sales or surplus materials and equipment will accrue to City, and Contractor must make provisions so that they can be secured.

3.1.1 Cost of the Work will be credited with all insurance policy discounts, performance and payment bond rebates or refunds, refunds or return premiums from any Subcontractor default insurance, refunds or rebates from any Contractor controlled insurance programs applicable to the Project, merchandise rebates of any nature, refunds of any nature, insurance dividends; and a portion of any volume rebates or free material credits earned with purchase of material or other goods and services charged to the job.

3.1.2 "Cash" discounts which may accrue to Contractor will be limited to a maximum of 1.5% of invoice cost. Any portion of "Cash" discounts greater than 1.5% will automatically accrue to City if Contractor is eligible to take advantage of the discounts.

3.2 Amounts that accrue to City in accordance with the provisions of Paragraph 3.1 will be credited to City as a deduction from the Cost of the Work.

3.3 Any and all savings on the GMP, or any separately guaranteed items comprising the GMP, will belong to City, subject to any express right in the Agreement for Contractor to share in savings. Savings are subject to City's right to audit, and may be audited separately.

SECTION 4 – GENERAL CONDITIONS COSTS

4.1 General Conditions Costs may include, but are not limited to, the following types of costs incurred by Contractor during construction of the Work to the extent they are reimbursable Costs of the Work as delineated above: payroll costs for Work conducted at the site, payroll costs for the superintendent and full-time general foremen, payroll costs for management

personnel resident and working on the site workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), administrative office personnel, costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities and telephone services at the site, costs of liability insurance premiums not included in labor burdens for direct labor costs, costs of bond premiums, costs of consultants not in the direct employ of Contractor or Subcontractors, fees for permits and licenses.

4.2 General Conditions Costs may be paid on a percentage of the Agreement Price or on a lump/stipulate sum basis as set forth in the Agreement. All costs included in the General Conditions Costs will not be separately invoiced to or paid by City.

4.3 The total amount of General Conditions Costs for the Work may be divided by the number of days allowed for performance of the Work, to determine a fixed daily rate for General Conditions Costs that may be used in computing the General Conditions Costs allocated to any period of time, or for any adjustments in the General Conditions Costs agreed to in writing by City.

LANDSCAPE ESTABLISHMENT PERIOD

Section 1 – Description and General

Contractor is in direct control of work performed under the Landscape Establishment Period. If work is subcontracted, a representative of the Contractor will be present at the site of the work for all hours that the subcontractor works. Subcontracting of Landscape Establishment work will be permitted for weed eradication with herbicides, because of special licensing. A licensed temporary service may be used to supply labor to Contractor if Contractor has received approval from City Representatives. Contractor will submit the required subcontract documentation.

Contractor must provide adequate personnel to accomplish the required maintenance of the plant materials at intervals acceptable to City Representatives.

If not healthy at the end of the maintenance period, the maintenance must be continued until the plant material is approved by City.

1.1 Time and Schedule

Unless otherwise expressly agreed to in writing by City, the Landscape Establishment Period will be per General Conditions Section 6.5.4.

1.2 Planted Stock and Seeding Establishment

1.2.1 Tree planting and staking must be per City of Chandler Standard Detail C-801.

1.2.2 All trees will stand erect on their own without stakes when brought to this site. If the tree cannot stand on its own when nursery stakes are removed, the tree will be removed and replaced.

1.3 Pre-Emergent Herbicide and Weed Control

1.3.1 Contractor will provide three applications of an approved pre-emergent herbicide on all unpaved areas of the project, as directed by City Representatives, to control weed growth in all areas of the project. The number of applications may be increased as directed by the City Representative, and at no additional cost to City, if the City Representative deems additional applications are required to control weed growth.

1.3.2 Application sequence will be approved in advance by City. The first application of pre-emergent will be completed prior to the application of Decomposed Granite and will be included with the cost of the Decomposed Granite as specified and part of the Construction Phase portion of work. The second application of pre-emergent will be completed after installation of the Decomposed Granit and no later than half-way through the Landscape Establishment Period. The third and final application of pre-emergent will be applied 15 days prior to completion of the Landscape Establishment portion of the project. The second and third pre-emergent applications will be included with the cost of Landscape Establishment. Watering will be completed in accordance with the manufacturer's recommendations, as included and as related to each application.

1.3.3 The pre-emergent herbicide will be applied in accordance with the Technical Specifications and the recommendations of the pre-emergent herbicide manufacturer, as approved by City Representatives.

1.3.4 The control of weeds will be accomplished by the use of herbicides. Manual removal of weeds will be required, after herbicides have taken affect.

1.3.5 Contractor is responsible for the removal and disposal of all trash and debris that during the Landscape Establishment Period. Contractor will keep the project in a neat and orderly manner during the duration of the Landscape Establishment Period.

1.4 Water

The water used during Landscape Establishment to properly maintain the plant material will be furnished by City, at designated sources from within the project limits, at no charge to Contractor. Contractor will be responsible for all equipment, materials and labor necessary to load, transport and unload water for watering purposes.

1.5 Plant Material Replacements

The plant material replacement will be considered as included in the work for Landscape Establishment, and will be made at no charge to the City.

1.5.1 Shrub and Plant Replacement - During the second half of the Landscaping Establishment period, Contractor will provide, where required, plant replacements as follows:

Original Size	**Replacement Size**
1 gallon	5 gallon
5 gallon	15 gallon
15 gallon	24-inch box
36-inch box	48-inch box

1.5.2 Tree Replacement – During the second half of the Landscape Establishment Period, Contractor will provide plant material replacements for existing plants that die as follows:

Existing Plant Material Sizes	**Replacement Size**
Trees:	
2-inch Caliper	24-inch box
4-inch Caliper	36-inch box
6-inch Caliper and greater	54-inch box
Shrubs:	
All Existing Shrubs	15 gallon

1.6 Measurement and Payment

See Technical Specifications for Measurement Payment provisions.

EXHIBIT C

TECHNICAL SPECIFICATIONS

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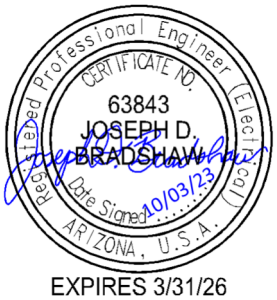
L-100 Electrical General Requirements	L-100	1-10
L-126 AWOS Equipment	L-126	1-11



EXPIRES 3/31/26

Item C-105 Mobilization/Demobilization

BID ITEM 1: MOBILIZATION / DEMOBILIZATION

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, airport security and safety items, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

METHOD OF MEASUREMENT

105-3 Basis of measurement and payment. Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

a. With first pay request, 25%.

b. When 25% or more of the original contract is earned, an additional 25%.

c. When 50% or more of the original contract is earned, an additional 40%.

d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation,* the final 10%.

BASIS OF PAYMENT

105-4 Payment will be made under:

Item C-105 Mobilization / Demobilization – per lump sum

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

ITEM L-100 ELECTRICAL GENERAL REQUIREMENTS

BID ITEM 2: AWOS SYSTEM DEMOLITION AND SALVAGE

DESCRIPTION

100-2.1 SCOPE. This Item includes furnishing and installing all material, equipment and apparatus, and all labor, tools, services and equipment required for the following:

a. The demolition/salvage of the existing AWOS sensors, tower, foundation and auxiliary equipment.

Installation shall be in accordance with Specifications FAA-C-1217 and FAA-C-1391, except as specified herein. Perform all work not included in the FAA Specifications in accordance with the National Electrical Code, applicable local and City of Chandler standards and regulations.

100-2.2 RELATED DOCUMENTS. The General Provisions of the Contract, including General and Special Conditions, apply to work specified in this Item.

a. See 060 SUPPLEMENTAL CONDITIONS for liquidated damages and the sequence of construction.

b. See Item P-151, *Clearing and Grubbing* for specifics of demolition and adjustment of existing facilities.

c. Conflicts between Drawing and Specifications (Contract Documents) and between Contract Documents and references within the Contract Documents: Prospective Contractors shall, as part of their proposals, enumerate, identify and list conflicts they find to exist within the Contract Documents, and between these Documents and the rules, regulations, standards and codes of the authority having jurisdiction (Aviation Department, City, County, etc.), local Utility companies and local, County or State governing bodies.

100-2.3 SPECIFICATIONS AND STANDARDS. As a supplement to the installation requirements of this item, the following standard specifications and regulations of the issues in effect on the date of this solicitation are incorporated herein by reference and are made a part hereof for electrical work and installation and splicing of underground cables.

NEC	The latest adopted edition of the National Electrical Code
FAA-STD-019	*Lightning Protection, Grounding, Bonding and Shielding Requirements for Facilities*
FAA-C-1217	*Electrical Work, Interior*
FAA-C-1391	*Installation and Splicing of Underground Cables*
Utility Company Rules and Regulations	SRP
Local Governing Bodies' Codes and Regulations	City of Chandler

100-2.4 SHOP DRAWINGS AND MATERIAL LISTS. Prior to the installation of any material and equipment and within thirty (30) days of contract award, the Contractor shall submit to the Owner for approval one (1) electronic copy, in pdf format, of manufacturers' brochures containing complete dimensional and performance characteristics, wiring diagrams, installation and operation instructions, etc., for the equipment listed in the individual L-Series specification Items.

A materials list shall be submitted listing each specification paragraph number and stating whether the materials proposed are as specified or are substitutions. If the item is a substitute item, a complete submittal as described in the above paragraph shall be provided for that item.

Unless otherwise coordinated with the Engineer, the submittal shall be complete and made in one submission in electronic pdf form. Partial submissions will not be reviewed or considered.

Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in project accruing directly or indirectly from late submissions or resubmissions of submittals.

100-2.5 AIRFIELD LIGHTING SYSTEM SWITCHOVER BETWEEN CONSTRUCTION STAGES. Not applicable.

100-2.6 SPARE FIXTURE INVENTORY REPLACEMENT. Not Applicable.

100-2.7 AIRFIELD LIGHTING SYSTEM OPERATIONAL TESTS. Not Applicable.

100-2.8 OPERATING AND MAINTENANCE (O&M) INSTRUCTIONS:

a. At the completion of the project, at such time as designated by the Engineer, an operational and maintenance instruction period for Owner shall take place. The Contractor shall have present during this entire period his superintendent, foremen of various portions of the project, and manufacturer's service representatives (factory trained) for all equipment requiring periodic maintenance. All operational and maintenance instructions shall be presented under direct supervision of the Engineer. Prior to the O&M instruction period, all systems shall be started up and inspected by the Contractor, and shall be fully operational.

b. Contractor shall provide sign-in sheet and shall be responsible for having all present parties sign in. After instruction is complete and accepted by Owner, Contractor shall provide Owner a letter indicating that the instructions have been accepted and Owner shall sign same. Provide line items for each system demonstrated. Both parties shall initial each item. Copies shall be sent to the Engineer.

c. Unless otherwise specifically trained as such by the manufacturer, the Contractor's personnel do not qualify as factory trained representatives.

100-2.9 OPERATING AND MAINTENANCE MANUALS:

a. The contractor shall prepare and submit Operation and Maintenance (O&M) Manuals for mechanical systems provided under this contract. Comply with General Requirements for procedures and requirements for preparation and submittal of manuals.

b. Manual binder shall have permanent lettering of a contrasting color. Information to be included on the binder is as follows:

The front cover shall be lettered as follows:

ELECTRICAL

OPERATION AND MAINTENANCE MANUAL

(PROJECT NAME)

(CITY AND STATE)

(YEAR)

OWNER:	(NAME)
ELECTRICAL ENGINEER:	(NAME)
MECHANICAL ENGINEER:	(NAME)
GENERAL CONTRACTOR:	(NAME)
ELECTRICAL CONTRACTOR:	(NAME)
MECHANICAL CONTRACTOR:	(NAME)

The spine shall be lettered as follows:

ELECTRICAL

O&M MANUAL

(PROJECT NAME)

c. Provide a master index at beginning of Manual showing items included. Use plastic tab indexes for sections of Manual.

d. Cover section shall consist of name, address, and phone number of Project Engineer, General Contractor, Electrical and/or Mechanical Engineer, Electrical and/or Mechanical Contractor and all Electrical and/or Mechanical Sub-Contractors.

e. Provide a separate section for each section of the specifications. Provide index for each section listing equipment included. Include all items specified in the L-Series Sections. Provide a list of equipment suppliers with address and phone number.

f. Include in each section a copy of the approved submittal, followed by descriptive literature (manufacturer's O&M data) of each manufactured item. Literature shall show all information listed below, and any data not relevant to the specific equipment installed shall be lined out. Data sheets shall be original or very clear photocopies.

g. One (1) electronic copy of the manual shall be submitted for review and approval by the Engineer. After approval, submit three (3) hardcopies and (1) electronic copy of the manual to the Owner for approval unless otherwise directed by Division 1 requirements. Information to be included in the manual:

(1) Description of function, normal operating characteristics and limitations, performance curves, engineering data and tests, and complete nomenclature and commercial numbers of all replaceable parts.

(2) Manufacturer's printed operating procedures to include start-up, break-in, routing and normal operating instructions; regulation, control, stopping shut-down, and emergency instructions; and summer and winter operating instructions.

(3) Maintenance procedures for routine preventative maintenance and troubleshooting; disassembly, repair, and reassembly; aligning and adjusting instructions.

(4) Servicing instructions and lubrication charts and schedules.

(5) Schematic control diagrams (as-built status) for each automatic control system. Mark correct operating setting for each control instrument on these diagrams.

(6) Electrical Equipment Test Results: Cable megger tests. hh

(7) Test records and certifications.

(8) Instruction period checklist.

(9) Warranty information.

(10) ALCMS Owner Acceptance Report

(11) Factory startup certification sheets

EQUIPMENT AND MATERIALS

100-3.1 GENERAL

a. Airport lighting equipment and materials covered by advisory circulars (ACs) must be certified and listed in AC 150/5345-53, Airport Lighting Equipment Certification Program, current edition.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the Engineer.

c. All equipment and materials furnished and installed in this section shall be guaranteed against defects in materials and workmanship for at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner. Replacement equipment for the equipment that fails within the guarantee period shall be provided with an extended five (5) year warranty from the date of replacement.

100-3.2 EQUIPMENT. Conduits, conduit fittings, conductors, connectors, boxes, wiring devices, panelboards, and circuit breakers shall meet requirements of Specification FAA-C-1217.

100-3.3 CONDUIT, EXTERIOR. Conduits in concrete slabs, in block walls or exterior exposed shall be rigid galvanized steel (RGS). Conduits run on the exterior of the building above or below the grade for the earth grounding system shall be rigid zinc-coated steel. Radius of bends in RGS shall be minimum 12 nominal pipe diameters. Rigid galvanized steel conduit run in concrete or below slab on grade, or in the ground, shall be field wrapped or shall have factory-applied coating as required in Specification FAA-C-1217. Field-made joints, fittings, abrasions and holidays shall be coated or wrapped with material equal to the original coating or wrapping.

100-3.4 600 VOLT WIRE. 600V cable shall be as specified in Item L-108, *Underground Power Cable for Airports.*

100-3.5 CONDUIT FITTINGS. Each conduit and nipple entrance to junction boxes, panelboards, disconnect switches, duct, raceway, equipment cabinets, and other such electrical enclosures shall be fitted with double locknuts (one each side of metal penetrated) and insulating bushing. Bushings on 1-1/4 inch and larger conduits shall be insulated metallic, type OZ/Gedney Cat. No. IBC Series, or equal; bushings for 3/4 inch and 1 inch shall be plastic insulated T&B rated for 150 °C, or equal. All openings where conduits enter junction boxes, other enclosures and shelters shall be sealed weathertight. The conduit shall be capped, if left empty, or sealed with Ducseal, or equal, around the conductors for exterior conduits.

100-3.6 OTHER ELECTRICAL EQUIPMENT. Cutouts, relays, terminal blocks, transfer relays, circuit breakers, and all other regularly used commercial items of electrical equipment not covered by FAA equipment specifications shall conform to the applicable rulings and standards of the Institute of Electrical and Electronic Engineers (IEEE) or the National Electrical Manufacturers Association (NEMA). When specified, test reports from a testing laboratory indicating that the equipment meets the specifications shall be supplied. In all cases, equipment shall be new and a first-grade product. This equipment shall be supplied in the quantities required for the specific project and shall incorporate the electrical and mechanical characteristics specified in the specification and plans.

CONSTRUCTION METHODS

100-4.1 EXISTING UTILITIES. Prior to any excavation or trenching, provide utility locator and verify any existing cables and utilities which will be crossed by the trench. Ensure these utilities are permanently

disconnected if they are going to be demolished. The existing service lines shall be exposed by hand-digging in those areas that will be crossed and shall be protected from any possible damage. If any damage occurs, it shall be the Contractor's responsibility to immediately repair such damage with materials and methods approved by the Owner and in compliance with applicable codes and standards, at no additional cost to the Owner.

100-4.2 DEMOLITION AND SALVAGE.

a. Demolition. Removal of existing AWOS and auxiliary equipment not deemed salvageable by the airport as follows:

(1) Remove indicated power and communication cables from conduits and ducts.

(2) Remove demolished material from site and dispose of according to local regulations.

b. Salvage. Removal and salvage of AWOS sensors and computer equipment is included under this Item shall include the intent, but not be limited to the specific elements, of the following:

(1) AWOS sensors.

(2) Computers

(3) Antenna and radio equipment

(4) Salvageable material and equipment slated for reinstallation shall be stored securely for reinstallation as noted on drawings.

(5) Salvageable material and equipment not slated for reinstallation, and deemed salvageable by the Airport shall be removed and salvaged to the Airport as directed by appropriate Airport personnel.

(6) All equipment deemed non-salvageable by the Airport shall become the property of the Contractor and shall be removed from the site.

100-4.3 CIRCUIT BREAKERS. Not used.

100-4.4 CONDUCTORS. Installation of underground 5 kV conductors is specified in Item L-108 of these specifications.

100-4.5 GROUNDING. All metal support structures and metal enclosures shall be grounded in accordance with the requirements of the Specifications FAA-C-1217, FAA-C-1391, and FAA-STD-019, and as indicated on the drawings.

100-4.6 GROUND RODS. Grounding rods shall be 3/4-inch diameter by 10 feet long copper-jacketed steel. Grounding connections shall be by the exothermic weld process, Cadweld or equal. Extruded, drawn or stamped-type ground clamps will not be acceptable unless otherwise noted. The resistance to ground shall not exceed 25 ohms.

100-4.7 GROUND CONDUCTORS. Equipment grounding conductors shall be insulated copper, except where shown on the project drawings to be bare, and sized as shown on the project drawings; and all grounds will be shown in accordance with Article 250-95 of the National Electrical Code and with FAA-STD-019. Attachment of wire to supports, boxes, etc., shall be accomplished using approved ground lug attached with a separate stainless steel screw, lock washer and nut. Screws used for support of the electrical enclosure shall not be used for connection of the ground wire. Pipe straps shall not be used for ground purposes.

COLOR CODING OF GROUND CONDUCTORS

TYPE OF GROUND CONDUCTOR	COLOR OF INSULATION
Grounding Electrode Conductor	Bare - No Insulation
Equipment Grounding Conductor	Green (safety)
*Multipoint Ground (Frame)	Green with bright orange tracer
*Signal Ground	Green with bright yellow tracer

*Where these cables are concealed and not color coded, an exposed portion of the cable and each end of the cable for a minimum length of 2 feet shall be color coded with green tape overlaid with a bright orange or yellow to form a tracer. Where routed through raceways or wireways, the color coding shall be such that by removing or opening any one cover, the coding will be visible. Where conductors are routed through cable trays, color coding shall be accomplished at intervals not exceeding 3 feet.

The multi-ground system supplements but does not replace the equipment grounding conductor required by the National Electrical Code.

Each of these separate ground conductors is insulated in order to keep it distinct and not allow contact with any other conductor.

Electrical continuity of cable armor or shield shall be maintained. Grounding of the cable armor or shield shall be required at all terminations and shall be accomplished by connecting a #6 AWG solid bare copper wire to the cable armor or shield by means of a compression-type ground clamp installed within the terminating enclosure. Armor or shield ground wire shall be connected to the ground electrode conductor using split bolt connector, Burndy or equal. Grounding of direct earth burial (DEB) armored power and shielding control cable shall be at each end in accordance with FAA-C-1391.

100-4.8 IDENTIFICATION. Handhole, manhole, fixture and sign identification shall be as detailed on the drawings and as indicated in the associated "L" series Items. Cable tagging and markers shall be identified as per FAA-C-1391, Sections 3.5.1 and 2.

100-4.9 NOTIFICATION OF TESTING. The Contractor shall notify the project Resident Project Representative (RPR) and the owner (PMGAA) a minimum of 48 hours in advance of system, or partial system, testing, including but not limited to, installed cable megger testing, operational testing of any modified lighting circuit and fixture and signs photometric testing.

METHOD OF MEASUREMENT

100-5.1 AWOS SYSTEM DEMOLITION AND SALVAGE. This Item consists of the removal of indicated portions of the AWOS system, including, if deemed acceptable by the airport, the salvage to the airport, of selected equipment not already indicated to be salvaged for reinstallation. This work also includes the removal of all conductors which are not to remain in service from ducts or conduits accessed under this project. Conduit, duct banks, fixture bases and concrete handholes are to be selectively demolished as part of the grading and excavation or abandoned in place.

BASIS OF PAYMENT

100-6.1 AWOS SYSTEM DEMOLITION AND SALVAGE. Payment will be made at the contract Lump Sum price for the demolition, removal and salvage services completed and accepted. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete this Item as accepted by the Owner.

Payment will be made under:

Item L-100-5.1	AWOS System Demolition and Salvage – per Lump Sum

END OF ITEM L-100

AWOS EQUIPMENT

BID ITEM 3: AWOS SYSTEM LEVEL III PT FURNISH, INSTALL, AND COMMISSIONING

DESCRIPTION

126-1.1 This item shall consist of furnishing and installing a FAA-approved Level III-PT Automated Weather Observation System (AWOS) with Precipitation Sensors (Present Weather) and Lightning Location Sensors in accordance with this specification and the FAA Advisory Circular No. 150/5220-16E latest edition. The system shall be installed at the specified location and in accordance with the dimensions and details shown in the plans and FAA Order No. 6560.20B for Siting Criteria. This item shall include furnishing all equipment, materials, services, and incidentals necessary to place the system in operation as a completed unit to the satisfaction of the Inspector and ready for commissioning by the Federal Aviation Administration.

EQUIPMENT AND MATERIALS

126-2.1 General.

a. The Automated Weather Observing System and other equipment and material covered by FAA specifications shall have the approval of the Federal Aviation Administration, Washington, D.C., 20591, as listed in the Advisory Circular 150/5345-1, latest edition prior to bid opening.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through the manufacturer's certification of compliance with the applicable specification.

126-2.3 General Performance Standards

a. Input Power. AWOS equipment shall operate from a 120V AC (± 5 percent), 60 Hz (± 5 Hz), 3-wire single phase service. The maximum service required shall be 10 amps. The Data Collection Platform (DCP) enclosure shall be mounted to the AWOS tower in accordance with the manufacturer's specifications.

b. Loss of Power. The AWOS system will return to normal operation without human intervention after a power outage. When power is restored, the system will not output erroneous data. The system shall have the capability of operating from a one hour Uninterruptible Power Supply (UPS) should one be required.

126-2.4 Operating Environment. The AWOS equipment shall meet the requirements for operating in a Class 1 environment, as defined in the FAA Advisory Circular 150/5220-16E.

126-2.5 AWOS System and Sensor Specifications. The AWOS System provided for this project shall meet the specifications and performance guidelines defined in AC 150/5220–16E and outlined in the following paragraphs.

126-2.5.1 Wind Speed Sensor. The wind speed sensor shall be an ultrasonic type with an output frequency, which is proportional to wind speed. Periodic calibration shall not be required.

a. Range: 0 – 146 knots (0 – 168 mph)

b. Accuracy: +/- 0.02 knots or 2%, whichever is greater

c. Resolution: 0.02 knots

d. Threshold: 0.02 knots

126-2.5.2 Wind Direction Sensor. The wind direction sensor shall be an ultrasonic type and shall not require periodic calibration. This contractor shall align the sensor true north. The sensor shall be able to withstand a wind speed of 85 knots without damage.

a. Range: 0 degrees to 360 degrees in azimuth.

b. Accuracy: +/- 2 degrees

c. Resolution: 1 degree

d. Dead Band Direction: None.

126-2.5.3 Ambient Temperature Sensor. The sensor shall be thermally isolated in a motor aspirated radiation shield to accurately measure air temperature.

a. Range: From -40 degrees to +60 degrees C (-40 degrees to +140 degrees F).

b. Accuracy: +/- 0.3 degrees C

c. Resolution: One (1) degree F.

d. Time Constant. Not greater than two (2) minutes.

126-2.5.4 Dew Point. Dew point shall be derived using temperature and relative humidity data. Algorithms within the AWOS Data Collection Platform (DCP) shall perform this derivation. The relative humidity sensor shall be thermally isolated in a motor aspirated radiation shield to accurately measure the atmospheric dew point temperature.

a. Operating Range: From -40 degrees to +60 degrees C (-40 degrees to +140 degrees F), 0 to 100% RH (Relative Humidity).

b. Resolution: One (1) degree F

c. Time Constant. Not greater than two (2) minutes

d. Accuracy: Accuracy is as follows:

1. 2 degrees F dew point for dry bulb temperature of +30 degrees F to +90 degrees F (80% to 100% RH), with a maximum error of 3 degrees F at any dry bulb temperature.

2. 3 degrees F dew point for dry bulb temperature of +30 degrees F to +120 degrees F (15% to 75% RH) with a maximum error of 4 degrees F at any dry bulb temperature.

3. 4 degrees F dew point for dry bulb temperature of -20 degrees F to +20 degrees F (25% to 95% RH) with a maximum error of 5 degrees F at any dry bulb temperature. The minimum dew point requires is -30 degrees F.

126-2.5.5 Pressure Sensor. Two pressure sensors shall be provided, with provisions to accommodate a third as a backup. The sensors shall not require heaters. Pressure sensors shall be vented to the atmosphere using a quad-plate pressure port. Each sensor shall have an independent venting interface (from separate outside vents through dedicated piping) to the sensors.

a. Range: From 15.00 to 32.00 inHg. The system shall be capable of reporting altimeter settings between 28.00 and 31.00 inHg when installed at the airport.

b. Accuracy: +/- 0.01 inHg.

c. Resolution: 0.001 inHg.

d. Differential Accuracy: The sensor shall exhibit a maximum differential accuracy of 0.01 inHg or less between any two pressure measurements taken from the same sensor 3 hours apart.

e. Maximum Drift with Time: Each sensor shall be stable and continuously accurate within 0.01 inHg for a period of not less than 6 months.

126-2.5.6 Cloud Height Sensor. The cloud height sensor shall be capable of detecting clouds up to 12,500 ft. The sensor shall provide an output of three cloud layers representative of the sky conditions when surface visibilities are equal to or greater than ¼ mile.

a. Range: The sensor shall measure cloud heights and the heights of obscuring phenomena aloft to 12,500 ft.

b. Accuracy. +100 ft or 5%, whichever is greater

c. Resolution: Not greater than: 50 ft surface to 5,500 ft; 250 ft from 5,501 to 10,000 ft; 500 ft above 10,000 ft.

d. Sampling. The sensor shall provide an output of cloud height at least once every 30 seconds when clouds are present. The sampling rate may be reduced to at least one sample every 3 minutes when no clouds are detected for the preceding 15 minutes.

e. Detection Performance Accuracy. Meet or exceed the requirements of FAA Advisory Circular 150/5220-16E, latest edition.

f. Eye Safety. The cloud height indicator sensor shall be designed to conform to ANSI-Z 136.1, Acceptable Emission Limits for Laser Radiation, with Class 3b maximum accessible emission level applied to direct viewing without optical instruments (excluding ordinary eyeglasses). An interlock device in the laser power circuit shall be proved to disable the laser during maintenance thereby preventing inadvertent exposure of the laser emission to the eyes of the technician or other.

g. Optics Contamination. An air blower shall be used to reduce the contamination of sensor optics. A signal shall be generated to indicate the amount of optics contamination, thereby indicating the need for optics cleaning.

    1. Snow. The ceilometer window shall remain clear of snow when subject to precipitation rate of two (2) inches per hour for one hour at a temperature of 20 degrees F.

    2. Ice. The window shall remain clear of ice for 60 minutes under conditions of freezing, rain, equivalent to buildup of 1/2 inch per hour thickness of clear ice.

126-2.5.7 Visibility Sensor. The visibility sensor shall be of the 2-headed design using the forward-scatter method of measurement. A method of calibration traceable to the FAA approved standards shall be provided.

a. Range: The visibility sensor shall determine visibilities from 30 ft to 10 miles.

b. Resolution: In terms of equivalent visibility, the sensor shall provide data to report visibility values as follows (in statute miles); less than 1/4, 1/4, 1/2, 3/4, 1, 1-1/4, 1-1/2, 2, 2-1/2, 3, 4, 5, 7, 8, 9, and 10 miles.

c. Time Constant: The time constant shall not exceed 3 minutes.

d. Accuracy: The sensor shall agree with a transmissometer standard as follows:

Visibility Sensor Accuracy Requirements (All values in statute miles)	
Reference Transmissometer Reading	**Acceptable Sensor Variance**
1/4 through 1-1/4	± ¼
1-1/2 through 1-3/4	+ 1/4, -1/2
2 through 2-1/2	± ½
3 through 3-1/2	+1/2, -1
4 and greater than 4	± 1

e. Ambient Light Sensor. The visibility sensor shall contain an ambient light sensor (i.e. photocell) to measure the ambient luminance within its field of view, and to generate a signal to the visibility sensor to indicate whether the ambient light level is day or night. It shall indicate day for increasing illumination between 0.5 and 3 footcandles (FC), and night for decreasing illumination between 3 and 0.5 FC. This sensor may be exposed to ambient light levels as high as 50 FC.

126-2.5.8 Precipitation Accumulation Sensor. The sensor should be capable of measuring the precipitation amount with a range of 0.01 to 5 inches per hour. Precipitation amount is the liquid equivalent of all precipitation forms, i.e., liquid, freezing, frozen, or combinations thereof.

a. Resolution. 0.01 inches

b. Accuracy. The accuracy shall be 0.02 inches per hour (RMSE), or 4 percent of actual, whichever is greater.

126-2.5.9 Precipitation Sensors (Present Weather). The AWOS Level III-P includes a present weather (precipitation) detection device which shall report fog, haze, drizzle, rain, snow, and intensity as per the specifications for Automated Weather Observing Systems as contained in FAA Advisory Circular (AC) 150/5220-16, latest edition.

126-2.5.10 Thunderstorm Detection Sensor. This stand-alone sensor will detect the presence of a thunderstorm in the vicinity of an airport, locate the thunderstorm and provide this data in such a form that the information can be incorporated into the AWOS voice and data weather message. The Data will also be displayed on the operator terminal.

The sensor will meet the following Performance Standards:

1. Range and direction: Thunderstorms within 30 nautical miles (nm) of the reference point on the airport should be reported. Direction is expressed in compass octants for distances from 10 to 30Nnm.

2. Resolution: The thunderstorm location should be defined within one nm of the location of the actual location of the thunderstorm/lightning.

3. Accuracy: The standard detects strikes within 30 nm of the reference point.

126-2.5.11 AWOS Data Processor. The AWOS data processor shall be a Pentium PC, 100MHz (or greater), 16MB RAM with a 1.0 GB or greater hard disk and perform the following functions; data acceptance; data reduction; data processing and product dissemination (digital and voice).

a. The processor shall be capable of attaining AWOS IV configuration by adding the requisite sensors and software only. No major upgrade of the data processor will be required.

b. The processor shall provide a computer-generated voice weather observation to a ground-to-air radio for transmission to aircraft.

c. Number of Sensors. The processor shall be able to receive inputs from up to an unlimited number of sensors.

d. The processor shall contain an operating system working in an open system architecture capable of remote software upgrades.

e. Data Reduction. The data reduction function shall pre-process information prior to meteorological algorithm processing. The AWOS data reduction software shall include quality control checks to ensure that the data received is accurate and complete and that the associated equipment is working properly before the weather algorithms are performed. If data from any sensor is erroneous or missing (e.g. sensor power loss, etc.), the parameter and all other parameters derived from the missing parameter shall be reported "missing" in the weather observation. The processor shall continue to sample data, and if the error condition is corrected, the weather parameter shall be reinserted in the AWOS report.

   1. The processor shall periodically check reference of calibration points which correspond to the normal operating limits of the sensor.

   2. The processor shall set upper and lower limits on the sensor output which correspond to the normal operating limits of the sensor.

f. Weather Algorithms. The system processor shall implement algorithms provided by the FAA to generate the elements of the weather observation. An observation shall be generated each minute.

g. System Output. The system shall generate the outputs: computer generated voice transmitted to pilots; telephone port for dial-up service and software updates; output port for a video display; input/output ports for up to 8 remote display terminals, and an output to the national weather network.

h. Real Time Clock. The system shall report date and time. This information will be used in system displays, computer generated voice output, etc. The day shall be expressed in Gregorian Calendar. Hours and minutes shall be indicated numerically from 0000 to 2359. The clock function shall be accurate within 15 seconds a month. The clock shall be backed with a battery which will operate the clock for a minimum of 30 days. The system shall be delivered with the clock set to UTC (Universal Time Constant).

i. Power Outage. The system shall return to normal operation without human intervention after a power outage. The system shall not output erroneous data when power is restored.

j. Data Archiving. The processor shall retain 1-year worth of weather reports and system maintenance activity and have download capability to a USB drive, for use by accident investigators. The interval between archived reports shall be 5 minutes or less.

A method shall be provided for the retrieval of archive reports, and the operator shall be able to suspend the updates or archived weather reports to freeze the data until retrieval may be accomplished. The event of power loss, the archive data shall be retained within the processor hard disk.

k. System Constants. The following system constants shall be stored in data files on the hard disk drive.

1. Elevation of the pressure sensors at the installation site (MSL).

2. Magnetic variation of the installation site, to the nearest degree.

3. AWOS facility identification.

4. Constants required to convert pressure to altimeter setting.

5. System configuration parameters (Sensors, peripherals, interface, port assignments, etc.)

126-2.5.12 Operator Terminal (OT).

a. Product Editing. The Operator Terminal shall have the capability to do product editing. This function allows an authorized observer to initiate or change any observation product. A specific "editing" password shall control access to this function. Manual entries of weather phenomena not automatically observed shall be placed in the remarks section of the observation and will not be included in the voice message. In the case of sensor failure or an incorrect AWOS output, an operator shall have the capability to replace the incorrect parameter value with a missing symbol.

The operator terminal shall consist of a video display monitor with keyboard. All necessary interface equipment, video display monitor, detachable keyboard and audio output equipment shall be supplied.

b. Security. The system shall require the operator to enter a security code in response to system queries prior to allowing the operator to proceed with the entry of data.

c. Telephone Hook-up. The telephone hook-up shall provide an audio output on an assigned dial-up telephone number. The telephone line shall be provided by others. The phone line shall be terminated at the data processor location.

d. Periodic Data Validation. Where an OT is used to modify the report, all manually entered data shall be automatically timed tagged by the system. The data shall be valid until the next hourly or manually entered observation. In order to retain the manually entered data in the system, the operator shall be required to revalidate his entries hourly. The data shall be retained in the observation until the "on-the-hour" observation, when it must be revalidated.

e. Remote Maintenance Monitoring. Remote maintenance monitoring shall be accomplished over the voice line at a minimum baud rate of 9600.

126-2.5.13 Voice Subsystem. The voice subsystem shall provide high quality computer-generated speech for output of the AWOS observation. A high-level error-checking scheme shall be incorporated to prevent erroneous outputs. The voice subsystem shall provide the speech for the local ground-air radio broadcast and for telephone dial-up users.

The voice subsystem shall have the capability for the addition of the addition of up to two (ninety seconds each) manually input voice messages. These messages will be voiced at the end of the computer-generated voice message. The programming of the manual input voice messages shall be accomplished using a microphone.

Security access code shall prevent unauthorized use. The system shall automatically play back the recorded message and allow the user to reprogram, delete or accept the messages.

A. The voice subsystem shall have the following features:

a. The voice signal shall deliver a minimum of 1 milliwatt of power into a balanced 600 ohm line. The output amplitude shall be adjustable to nominal 0 db.

b. The voice message shall be output continuously with approximately a 5-second delay between the completion of one message and the beginning of the next.

c. If the voice message is in process of output when the new AWOS observation is received, the output message will be completed without interruption; voice transmission of the new AWOS observation will begin upon completion of the next delay time.

d. The quality of the automated speech shall provide clear reception from telephone and ground-air radio receivers.

e. The format and sequence of the voice message shall be in accordance with FAA order 7110.10, Flight Services Handbook. When any weather parameter is reported missing due to a disabled or inoperative sensor, as determined by internal AWOS checks, the voice report shall be "(parameter) missing", e.g., "wind speed missing", "cloud height missing", etc. The UCT time of the observation will be given after the location identification.

f. If a valid data update is not received prior to the start of the next voice transmission, the last valid data set received shall be used to compose the voice message. Failure to receive a data update for more than five minutes shall result in the termination of the voice output and generation of a failure message. In this event, the AWOS shall output the message "(station identification) automated weather observing system temporarily inoperative".

g. The system shall contain an automatic telephone answering device that will permit user access to the voice message via the public telephone system. The incoming call shall be answered prior to completion of the second ring, and the audio signal in progress at the time the call is received shall be placed online. The voice subsystem shall automatically disconnect when the weather observation has been completely transmitted twice.

h. Hook-up for telephone audio output on an assigned dial-up telephone number shall be provided by others.

i. The system shall contain a handset or speaker for monitoring the voice output.

126-2.5.14 VHF Transmitter. It is FAA policy that the output of the AWOS will be transmitted on an existing navigational aid voice outlet whenever possible. If there is no navigational aid available, then the output will be broadcast via a separate VHF transmitter. The transmitter operates in the 118-136 MHz band. The transmitter must have an FCC type acceptance and have the following operational parameters:

a. Channel spacing: 25 kHz

b. RF Power Outlet: 10 W maximum

c. Frequency Stability: +/- 0.001% (-30 degrees C to +60 degrees C)

d. Emission Type: 6K00A3E (formerly 6A3E)

e. Spurious and Harmonic Emissions: 80 db minimum up to 90% modulation

126-2.5.14 Control and Communication Interface. The Control and Communication Interface shall acquire the data via the AWOS communications line from the central data processor peripheral interface, encapsulate it and broadcast it over the internet for remote users to view the weather data using a standard web browser. All Weather Inc. AWOS Net 2211 or equivalent.

126-2.6 Equipment Enclosure. AWOS components not designed for outdoor use shall be located in the terminal building with the central processing unit. All outdoor enclosures will be aluminum NEMA 4X enclosures. All outdoor hardware is to be stainless steel.

126-2.7 Conduit. Conduit shall be used between the AWOS tower and sensors for both power and signal cables. The conduit shall meet the requirements of the national electrical code and local code.

126-2.8 Wire and Control Cable. Wire and control cables shall meet the requirements of the national electric code, local electric code and AWOS equipment manufacturer's recommendation. Control cables shall be the manufacturer's required number of pairs plus two spare pair. All cables are to be individually shielded and suitable for direct earth burial.

126-2.9 AWOS Data Link. The AWOS shall use a land-line or wireless technology for transmitting AWOS data from the tower and sensors to the video display and audio output. The data shall originate at the tower site and broadcast via UHF discreet transmitter or land-line communications.

126-2.10 Uninterruptible Power Supply (Ups). The contractor shall provide a UPS to regulate power and provide a back-up power supply for power outages. The UP shall be capable of powering the AWOS system a minimum of 1 hour. The AWOS system shall also have a battery backed up memory with the capability to archive weather data for period of 5 days.

126-2.13 Tower. All new sensors and enclosures shall be mounted on the existing AWOS tower with dual L-810 LED obstruction lights at the top. All mounting hardware shall conform to the AWOS manufacturer recommendations.

126-2.14 Painting. Paint and aviation colors referenced to in the specifications should conform to Federal Standards FED-STD-595, Colors as follows:

Orange Number 12197 (Aviation Surface Orange).

White Number 17875 (Aviation White).

The tower shall be primed in accordance with the manufacturer's specifications prior to painting.

126-2.15 Obstruction Light. Dual L-810 LED steady burn obstruction light at the top of the tower. L-810 obstruction light shall operate at 120V, 60Hz. The two lamps on the L-810 shall be wired in parallel on a dedicated circuit.

126-2.16 Electromagnetic Interference (Emi) Protection. The AWOS is to be designed to minimize susceptibility to EMI and to operate successfully in the complex electromagnetic environment of an airport.

126-2.17 Transient and Lightning Protection. AWOS equipment shall be protected against damage or operational upset due to lighting - induced surges on all sensor-input lines. Sensor supply lines and incoming power and data communication lines. Equipment and personnel shall be protected from lightning surges and voltages, from power line transients and charges. Lightning protection systems shall be designed and installed in

accordance with the Lightning Protection Code, NFPA 7B, and manufacturer's recommendations for all equipment structures.

126-2.18 Nadin Interface. The AWOS manufacturer shall provide an AWOS system that has the necessary hardware i.e., modems, interface boards, modules, and the required software to link up with a vendor that is approved to download information into the FAA's NADIN system or equivalent to put the AWOS data into the Weather Message Switching Center. The second-Tier vendor's services are not part of this requirement.

126-2.19 Test Equipment. The Contractor shall provide the Owner with necessary test equipment to maintain the AWOS equipment according to the manufacturer's FAA approved maintenance plan. This test equipment includes all standards as specified in the AWOS manufacturer's Operations and Maintenance Manual and shall include any replacement or recalibration of testing equipment for the duration of the maintenance agreement.

126-2.20 Spare Components. The Contractor shall provide the Owner with the manufacturers recommended spare components necessary to restore the AWOS to service following a malfunction.

126-2.22 Maintenance Agreement. The Contractor shall provide a three (3) year maintenance agreement. An agreement from the Manufacturer to the Owner is acceptable for providing this service. The agreement shall begin on the date of FAA commissioning and shall include all required inspections as defined by the AWOS manufacturer. At a minimum, the maintenance agreement shall include Tri-Annual Preventative Maintenance Checks and an annual verification check in accordance with AC 150/5220-16 (current edition). A twenty-four (24) hour call back response time of reported failure shall be provided in the maintenance agreement. Response time does not include the time required to arrive on site or complete the repair. The maintenance agreement shall include remote maintenance monitoring (RMM) of the AWOS to determine problems and provide information to the manufacturer. . The agreement shall include any hardware or software updates necessary to maintain the system.

126-2.23 Warranty. The Contractor shall warranty the AWOS for one year from the completion and acceptance of AWOS site. The warranty shall include all materials and labor necessary for replacing any item that fails during the warranty period.

126-2.24 Operator Training. The AWOS manufacturer shall provide a training session on site for the Owner’s representatives.

CONSTRUCTION METHODS

126-3.1 General. The installation and testing of the equipment shall be completed in accordance with the national electric code, local electric code, AWOS equipment manufacturers and FAA guidelines. The Contractor or manufacturer shall have a certified technician available and present for the checkout and commissioning of the system. The technician should have previous experience in commissioning an AWOS III system.

126-3.2 Electrical Power. The Contractor shall connect to the service disconnect for the AWOS electronics, sensors and obstruction light..

METHOD OF MEASUREMENT

126-4.1 AWOS SYSTEM LEVEL III PT FURNISH, INSTALL AND COMMISSIONING. The Contractor shall furnish and install the AWOS III PT tower, foundations, sensors, power and control cable (including phone lines unless provided by others), peripheral equipment, UPS, EMI and lighting protection, communication cable to peripherals, connection to equipment, and other incidentals for a turnkey installation. The AWOS system equipment installed by the Contractor shall be measured as a lump sum, complete, in-place unit ready for operation, properly installed and accepted by the Inspector ready for FAA commissioning.

No Separate measurement will be made for: test equipment, spare components, maintenance agreement, warranty, or operator training. These items shall be considered incidental to the lump sum bid of "AWOS System Level III PT".

BASIS OF PAYMENT

126-5.1 AWOS SYSTEM LEVEL III PT FURNISH, INSTALL AND COMMISSIONING. Payment will be made at the contract unit price for the complete AWOS III PT system, power and control system installed in-place by the Contractor and accepted by the Inspector and manufacturer. This price shall be full compensation for furnishing all materials, site preparation, assembly and installation of these materials, labor, equipment, tools and incidentals necessary to complete this item.

Specified AWOS III PT Equipment:

a. AWOS data processor shall include all enclosures, connecting cables and mounting hardware.

b. Sensor simulation for on-site diagnostics.

c. Remote maintenance monitoring capability.

d. Wind speed sensor and wind-direction sensor.

e. Temperature and Humidity sensors with aspirated shielding.

f. Dual barometers.

g. Visibility sensor.

h. Day/night sensor.

i. Cloud-height sensor.

j. Rain Sensor

k. Present Weather Sensor

l. Thunderstorm/Lightning Detector

m. NADIN interface equipment.

n. Installation of complete AWOS III system as specified including any incidentals.

Payment will be made under:

L-126-5.1 AWOS System Level III PT Furnish, Install and Commissioning - per lump sum

END OF ITEM L-126

EXHIBIT D

GIS / GPS DATA DELIVERY REQUIREMENTS

N/A

EXHIBIT E

FEDERAL PROVISIONS

FAA FEDERAL DOCUMENTS

This Contract has a DBE Race Neutral 0% DBE Goal

IMPORTANT NOTE:

This Contract has a DBE Race Neutral DBE Goal of 0%.
The City of Chandler has a Race Neutral DBE Goal of 11.57% for 2022 to 2024. The City of Chandler recommends the utilization of DBE's.

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SECTION 1:

FAA FEDERAL GUIDE FOR

CONTRACTORS & SUBCONTRACTORS

Federal Funded Contract Guide for Contractors/Subcontractors

This is an FAA federal funded project.

1. THIS IS AN FAA FEDERAL FUNDED CONTRACT / PROJECT. There is a ZERO TOLERANCE for compliance of the FAA Federal Requirements. FAA can take back federal funds for non-compliance.

2. RECORD RETENTION REQUIREMENTS: Records must be maintained for five (5) years following completion.

3. SUBCONTRACTORS
   a. Subcontractors must be approved prior to working on site.
   b. City of Chandler will provide required documents that must be included in subcontracts and applicable forms AFTER Award, as well as any other forms that may be needed.
   c. DBE Subcontracts must be submitted prior to construction start.
   d. All subcontractors must have an ROC license unless business type does not require.
   e. All subcontractors must be registered in the AZ UTracs System.
   f. DBE Subcontractors will be required to submit the DBE Final Payment Cert form no later than the contract end date.

4. PAYROLL, CERTIFIED PAYROLL REPORTING, FRINGE BENEFITS
   a. Certified Payrolls Reporting is a requirement to work on this project.
   b. City of Chandler requires the use of LCPTracker system for transmitting certified payroll reports.
      i. Website: www.lcptracker.com
      ii. Note: City of Chandler holds the subscription, but contractors and subcontractors must be registered and have a profile on this system. Create an account/sign on/profile – (tip: maintain user name/password for future company use). Your account number (which is usually your telephone number will be required to add you to the system for this contract and for submitting payrolls.
   c. Certified Payroll Reporting
      i. Required WEEKLY for both working and non-working weeks from the first day a contractor/subcontractor starts work until their contract work is complete and finalized.
      ii. Payroll due to laborers/mechanics is required weekly, no more than 7 days from end of work week.
      iii. Certified Payroll Report is due in LCPTracker no later than 7 days from pay date.
   d. Penalties for Late or non-submitted payroll reports:
      i. City of Chandler may assess penalty retainer of $2,500 for each non-submitted payroll and/or discrepancy payroll reports submitted and rejected AND CAN BE PASSED TO SUBCONTRACTOR.
      ii. City of Chandler can stop subcontract work until compliance is met.
   e. ALL LABORERS /MECHANICS ON FEDERAL FUNDED PROJECTS MUST BE PAID WEEKLY
   Contractor Penalty for not paying weekly -$5,000 Fine and/or up to five (5) years in Prison.
      i. If Contractor lies/falsifies Certified Payroll, penalty can be up to 15 years in Jail.
      ii. Underpaying employees – subcontract may be terminated, contractor/subcontractor can be debarred from working on federal funded contracts for up to 3 years.
   a. A project-specific Davis Bacon Wage Decision is included in your contract. Not all Wage Decisions are the same and are "Project Specific". **You must pay all certified payroll employees at or above the specified Davis Bacon Wage Decision rates for this project.**
   b. Site of Work: includes project site, and other areas where significant portion of the building or work is constructed provided that: 1) such site is established specifically for the contract and no other work, and 2) is located adjacent or virtually adjacent to the site of the work (within visual). This could include Site Yard, Batch Plant, a location designated to assemble construction items.
   c. Company-Employee Benefits Plans: If Contractors / Subcontractors pay fringe benefits in lieu of cash (that you will be counting towards the required wage rate – medical, dental, vacation, etc.), the company-employee benefits plan **must** be submitted to City of Chandler, reviewed and approved by the City of Chandler Federal Compliance. ****YOU MUST RECEIVE APPROVAL.**

d. Employee Deductions – Other: City of Chandler calls this an EDA form (employee deduction authorization). Other known names in the industry are Wage Deduction Form, EAD. If there will be deduction(s) dollars listed in the "other" box such as 401K, medical, child support, Christmas fund, etc. an EDA Form must be provided. **You may use your own form** or request a form from the City of Chandler and/or the Prime Contractor. **These must be submitted to Janece.ray@chandleraz.gov, Do not submit through LCPTracker**. Your certified payroll will be rejected for this non-compliance.

e. Classification Requests (also known as Conformance Requests): If no classification matches a task/employee work classification from the wage decision for this contract, YOU WILL NEED TO SUBMIT A Classification Request SF1444 (City of Chandler Form).

f. Important Classification Tips from Department of Labor:
   i. Recommended ratio for Laborers to Skilled Trades is 3 Laborers to 1 Skilled Trades person.
   ii. General Laborer is **NOT** to be used as the default classification.

g. Important Overtime Tip from Department of Labor: The overtime rate **must be 1.5 x the Base Rate on the Wage Decision or 1.5 x a higher wage rate that you already pay,** (you cannot pay 1.5 OT rate on the base rate if you are paying a lower base rate due to higher fringe rate).

5. EMPLOYEE INTERVIEWS
   a. Employee Interviews process is a Department of Labor federal requirement on federal funded projects. This is to ensure employees are being paid correctly for the tasks they are working.
   b. Per DOL, interviews are confidential. Employers cannot have access to interviews.

6. PAYMENT REPORTING
   a. Monthly reporting of payments made/received is required by Prime and all subcontractors.
      i. Prime payments to Subcontractors
      ii. Subcontractor payments to a lower tier Subcontractor
   b. Contractors and Subcontractors will receive instructions on how to submit this reporting.

7. PROMPT PAY
   a. Prime must pay subcontractors within 14 days of receiving payment from City of Chandler.
   b. Subcontractors must pay lower tiers within 14 days of receiving payment from Prime.
   c. Prime Contractor must return retainage payments to each subcontractor within 30 days of subcontractor's work being satisfactorily completed. *SEE PROMPT PAY PROVISION IN FEDERAL DOCUMENTS OF THE CONTACT/SUBCONTRACT.*

8. BUY AMERICAN / BUILD AMERICA-BUY AMERICA REQUIREMENTS FOR MATERIAL
   a. Communicate this section clearly with suppliers, vendors, and subcontractors. It is recommended that the Contractor and Subcontractors provide a copy of the Buy American Federal Document Section so that vendors and material suppliers have the FAA Federal Requirements.
   b. Materials used on this project must follow the 'BUY AMERICAN' AND 'BUILD AMERICA BUY AMERICA' requirements in the project's Federal Documents included in the Prime Contract and all Subcontracts. **Suppliers, vendors, and subcontractors must provide material certifications at the time of delivery on the project site**.
   c. For Material requirement Buy American/Build America-Buy America requirements: **NO INSTALLATION/CONSTRUCTION OF THAT MATERIAL WILL BE PERMITTED WITHOUT APPROVED MATERIAL CERTIFICATION**.
   d. For all other material (material that does not require Buy American/Build America-Buy America): **NO PAYMENTS FOR ANY MATERIALS WITHOUT APPROVED MATERIAL CERTIFICATIONS**
   e. **FAA IS "BUY AMERICAN".** (FHWA / FTA Funded Projects- BUY AMERICA).
   f. FAA, FTA, FHWA ALL FOLLOW THE BUILD AMERICA BUY AMERICA.

SECTION 2

FAA FEDERAL PROVISIONS

ACCESS TO RECORDS AND REPORTS
2 CFR § 200.334; 2 CFR § 200.337; FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

AFFIRMATIVE ACTION REQUIREMENT
41 CFR Part 60-4; Executive Order 11246

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	**0% Race Neutral**
Goals for female participation in each trade:	**6.9%**

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is CITY OF CHANDLER, MARICOPA COUNTY, ARIZONA.

BREACH OF CONTRACT TERMS
2 CFR Part 200, Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

BUY AMERICAN PREFERENCE – FAA

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

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[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States

THIS CERTIFICATION, PAGES 5 & 6 REQUIRES FILLING OUT, SIGNATURE, SUBMIT WITH BID*

Certification of Compliance
with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Signature On This Page – Submit with Bid

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire

b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

4/08/2024	
Date	Signature
Rural Electric, Inc.	President
Company Name	Title

CIVIL RIGHTS PROVISIONS
49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

CIVIL RIGHTS TITLE VI
49 USC § 47123

Title VI Solicitation Notice:

The CITY OF CHANDLER, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLEAN AIR AND WATER POLLUTION CONTROL
2 CFR Part 200, Appendix II(G); 42 USC § 7401, et seq;33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS
2 CFR Part 200, Appendix II(E); 2 CFR § 5.5(b); 40 USC § 3702; 40 USC § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

COPELAND "ANTI-KICKBACK" ACT
2 CFR Part 200, Appendix II(D); 29 CFR Parts 3 and 5

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

DAVIS-BACON REQUIREMENTS
2 CFR Part 200, Appendix II(D); 29 CFR Part 5; 49 USC § 47112(b); 40 USC §§ 3141-3144, 3146, and 3147

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (*e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.agencies/whd/government-contracts/construction/payroll-certification* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime

contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) Each laborer/mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for classification work performed, as specified in the wage determination incorporated into the contract.

(C) The weekly submission of properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of Statement of Compliance required in this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the Contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that

determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with equal employment opportunity requirements of Executive Order 11246 and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment. A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility. (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

DEBARMENT AND SUSPENSION
2 CFR Part 180 (Subpart B); 2 CFR Part 200, Appendix II(H); 2 CFR Part 1200; DOT Order 4200.5; Executive Orders 12549 and 12689

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

SUBCONTRACTOR CERTIFICATION REQUIREMENTS

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

Checking the System for Award Management at website: http://www.sam.gov.

Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.

Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISE AND PROMPT PAY PROVISION
49 CFR Part 26Sponsors that are not required to have a DBE program on file with the FAA are not required to include DBE provisions and clauses.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the CITY OF CHANDLER to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract and encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Contract Assurance (49 CFR § 26.13
The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

-Withholding monthly progress payments;
-Assessing sanctions;
-Liquidated damages; and/or
-Disqualifying the Contractor from future bidding as non-responsible.

Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –
The prime contractor must not terminate a DBE subcontractor (or an approved substitute DBE firm) without prior written consent of THE CITY OF CHANDLER. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specified approved DBE Subcontractor if submitted and approved, to perform the work and supply the materials for which each is listed on approved subcontract unless the contractor obtains written consent from THE CITY OF CHANDLER. Unless THE CITY OF CHANDLER consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the approved DBE. Such written consent only if for good cause.

Before transmitting request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to THE CITY OF CHANDLER, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise THE CITY OF CHANDLER why it objects to the proposed termination of its subcontract and why THE CITY OF CHANDLER should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), DBE subcontractor may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

PROMPT PAYMENT PROVISION
49 CFR § 26.29

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract **NO LATER THAN 14 DAYS** from the receipt of each payment the prime contractor receives from THE CITY OF CHANDLER. The prime contractor agrees further to return retainage payments to each subcontractor **within 30 days** after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of THE CITYOF CHANDLER. This clause applies to both DBE and non-DBE subcontractors.

DISTRACTED DRIVING
Executive Order 13513; DOT Order 3902.10

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

DOMESTIC PREFERENCES FOR PROCUREMENTS
2 CFR § 200.322; 2 CFR Part 200, Appendix II(L)

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)
2 CFR Part 200, Appendix II(C); 41 CFR § 60-1.4; 41 CFR § 60-4.3; Executive Order 11246

EQUAL OPPORTUNITY CLAUSE
During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance*: Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EEO SPECIFICATION

1. As used in these specifications:

a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;

b. “Director” means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. “Employer identification number” means the Federal social security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. “Minority” includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor’s or subcontractor’s failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor’s obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)
29 USC § 201, et seq; 2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

FOREIGN TRADE RESTRICTION CERTIFICATION
49 USC § 50104; 49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES
31 USC § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR Part 200, Appendix II(I); 49 CFR Part 20, Appendix A

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, 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 Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an 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, an officer or employee of Congress, or an employee of 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 subcontracts, subgrants, 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.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970
29 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROHIBITION OF SEGREGATED FACILITIES
2 CFR Part 200, Appendix II(C); 41 CFR Part 60-1

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

PROCUREMENT OF RECOVERED MATERIALS
2 CFR § 200.323; 2 CFR Part 200, Appendix II(J); 40 CFR Part 247;
42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

*****THIS SECTION COVERS A REQUIREMENT BY FAA AND REQUIRES A VERIFICATION SIGNATURE. THE CITY OF CHANDLER PROVIDES A SEPARATE DOCUMENT WITH BID AND MUST BE FILLED OUT, SIGNED AND SUBMITTED WITH BID.***
SEE "VERIFICATIONS STATEMENT"

ADDITIONALLY, THE "VERIFICATIONS STATEMENT" IS ALSO A REQUIRED DOCUMENT TO BE FILLED OUT, SIGNED AND SUBMITTED WITH ALL SUBCCONTRACTS/LOWER TIER SUBCONTRACTS FOR REVIEW AND APPROVAL.

TAX DELINQUENCY AND FELONY CONVICTIONS
Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts.
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

City of Chandler provides a Verification Statement that must be submitted with bid to cover the requirements of this section. Applicant/Bidder/Contractors/Subcontractors/Consultants/Subconsultants cannot have any been convicted of a criminal violation under any federal law within the preceding 24 months and cannot have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. Additionally, the Verifications Statement must be included, signed and submitted to the City of Chandler with all subcontracts and lower tier subcontracts for review and approval.

The City has provided in this bid a "Verifications Statement" that must be signed and submitted with bid.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT PROHIBITION
2 CFR § 200, Appendix II(K); 2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

TERMINATION OF CONTRACT
2 CFR Part 200, Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convenience

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies that this clause provides are in addition to any other rights and remedies provided by law or under this contract.

Termination for Default – for Cause

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

VETERAN'S PREFERENCE
49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

SECTION 3

JOBSITE POSTER REQUIREMENTS

CONSTRUCTION BID / CONTRACT FEDERAL DOCUMENTS SECTION
JOBSITE POSTER REQUIREMENTS REFERENCE
Jobsite Poster Requirements Section – Requirements are subject to changes. Prime Contractor will be provided with an updated checklist and updated screen shots or copies from websites as needed or requested. It is required to have the most current poster revisions.

CONSTRUCTION JOB SITE POSTERS BOARD REQUIREMENTS –FAA

Date		Project Name	
Checked by		Project Numbers	

	Must have a Project Jobsite Poster Board
	Location – must be located away from Management View
	Must be updated if weather damaged

Item	English-1	Poster Title
1		Employee Rights Under Davis Bacon for Laborers & Mechanics Act – (WH1321) 10-2017
2a		Minimum Wage Jobsite Poster – Arizona 01-2024
2b		Minimum Wage Jobsite Poster – Federal Min Wage Executive Order 13658 07-2016
2c		Minimum Wage Jobsite Poster – Federal – Federal Contractors Minimum Wage 01-2024
3		Employee Rights Under the Employee Polygraph Protection Act – (WH1462) WH1462 07-2016
4		Employee Rights Under the Family Medical Leave Act – (WHD1420) 04-2023
5		Employee Rights Under the National Labor Relations Act (Exec Order 13496) ******MUST BE 11X17 or 2-page version as 8.5x11**** 2022-05-02***
6		EEO Know Your Rights 10-20-2022
7		EEO – Contractor EEO Policy Statement and EEO Officer 2024-01-09
8		Pay Transparency Nondiscrimination Provision (Exec Order 11246) 12-2016
9		USERRA - Your Rights Under USERRA – Uniformed Services Employment 04-2017
10		OSHA Job Safety - Safe Work-Place – 20195 ******OSHA states must be at least 8.5x14 (can be 11x17)***
11		Arizona Workers Compensation Law (no date)
12		Unemployment Insurance AZ 08-19
13		Fair Wages Earned Paid Sick Time 07-01-2017
14		Title VI
15		Davis Bacon Wage Decision
16		DURING CONSTRUCTION: Added Classifications List (if applicable)

No 7 This is a form included in the bid / contract and/or City can provide an additional form.
No 14 This is a City of Chandler poster and will be provided.
No 15 Davis Bacon Wage Decision is project specific. ONLY post the contract specific wage decision.
No 16 Davis Bacon Wage Decision has a last page that is blank – to be added when any classifications are added/approved.

#1

EMPLOYEE RIGHTS
UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES
You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME
You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT
Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES
Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY
If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

CITY OF CHANDLER
PO BOX 4008, Mail Stop 407
Chandler, AZ 85244

215 E Buffalo Street
Chandler, AZ 85225

480-782-3335

or contact the U.S. Department of Labor's Wage and Hour Division.

WHD WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY 1-877-889-5627
www.dol.gov/whd

DERECHOS DEL EMPLEADO
BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

SALARIOS PREVALECIENTES
No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO
Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO
Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES
Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO
Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

CITY OF CHANDLER
PO BOX 4008, Mail Stop 407
Chandler, AZ 85244

215 E Buffalo Street
Chandler, AZ 85225

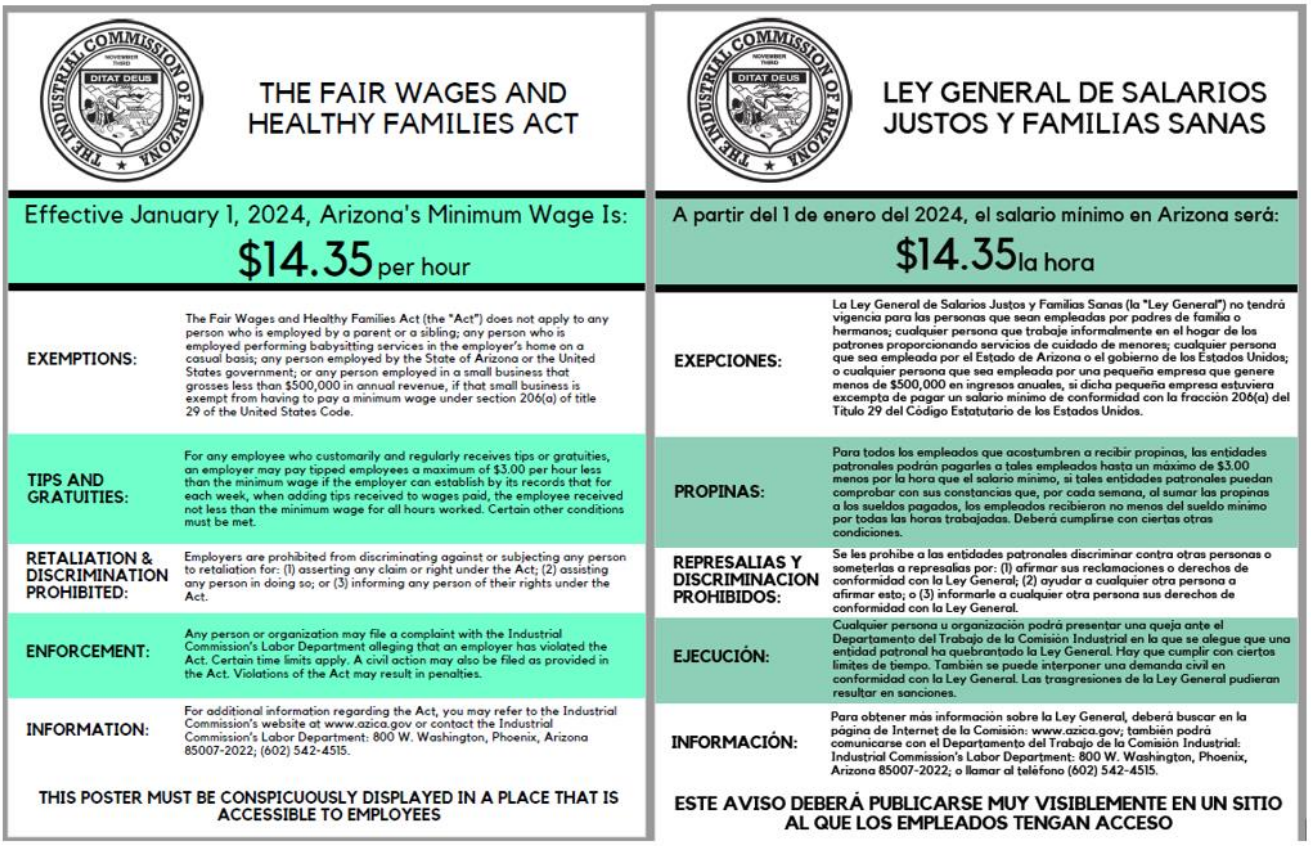
480-782-3335

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.

WHD DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243
TTY 1-877-889-5627
www.dol.gov/whd

#2A



THE FAIR WAGES AND HEALTHY FAMILIES ACT

Effective January 1, 2024, Arizona's Minimum Wage Is:
$14.35 per hour

EXEMPTIONS:
The Fair Wages and Healthy Families Act (the "Act") does not apply to any person who is employed by a parent or a sibling; any person who is employed performing babysitting services in the employer's home on a casual basis; any person employed by the State of Arizona or the United States government; or any person employed in a small business that grosses less than $500,000 in annual revenue, if that small business is exempt from having to pay a minimum wage under section 206(a) of title 29 of the United States Code.

TIPS AND GRATUITIES:
For any employee who customarily and regularly receives tips or gratuities, an employer may pay tipped employees a maximum of $3.00 per hour less than the minimum wage if the employer can establish by its records that for each week, when adding tips received to wages paid, the employee received not less than the minimum wage for all hours worked. Certain other conditions must be met.

RETALIATION & DISCRIMINATION PROHIBITED:
Employers are prohibited from discriminating against or subjecting any person to retaliation for: (1) asserting any claim or right under the Act; (2) assisting any person in doing so; or (3) informing any person of their rights under the Act.

ENFORCEMENT:
Any person or organization may file a complaint with the Industrial Commission's Labor Department alleging that an employer has violated the Act. Certain time limits apply. A civil action may also be filed as provided in the Act. Violations of the Act may result in penalties.

INFORMATION:
For additional information regarding the Act, you may refer to the Industrial Commission's website at www.azica.gov or contact the Industrial Commission's Labor Department: 800 W. Washington, Phoenix, Arizona 85007-2022; (602) 542-4515.

THIS POSTER MUST BE CONSPICUOUSLY DISPLAYED IN A PLACE THAT IS ACCESSIBLE TO EMPLOYEES

LEY GENERAL DE SALARIOS JUSTOS Y FAMILIAS SANAS

A partir del 1 de enero del 2024, el salario mínimo en Arizona será:
$14.35 la hora

EXEPCIONES:
La Ley General de Salarios Justos y Familias Sanas (la "Ley General") no tendrá vigencia para las personas que sean empleadas por padres de familia o hermanos; cualquier persona que trabaje informalmente en el hogar de los patrones proporcionando servicios de cuidado de menores; cualquier persona que sea empleada por el Estado de Arizona o el gobierno de los Estados Unidos; o cualquier persona que sea empleada por una pequeña empresa que genere menos de $500,000 en ingresos anuales, si dicha pequeña empresa estuviera excempta de pagar un salario mínimo de conformidad con la fracción 206(a) del Título 29 del Código Estatutario de los Estados Unidos.

PROPINAS:
Para todos los empleados que acostumbren a recibir propinas, las entidades patronales podrán pagarles a tales empleados hasta un máximo de $3.00 menos por la hora que el salario mínimo, si tales entidades patronales puedan comprobar con sus constancias que, por cada semana, al sumar las propinas a los sueldos pagados, los empleados recibieron no menos del sueldo mínimo por todas las horas trabajadas. Deberá cumplirse con ciertas otras condiciones.

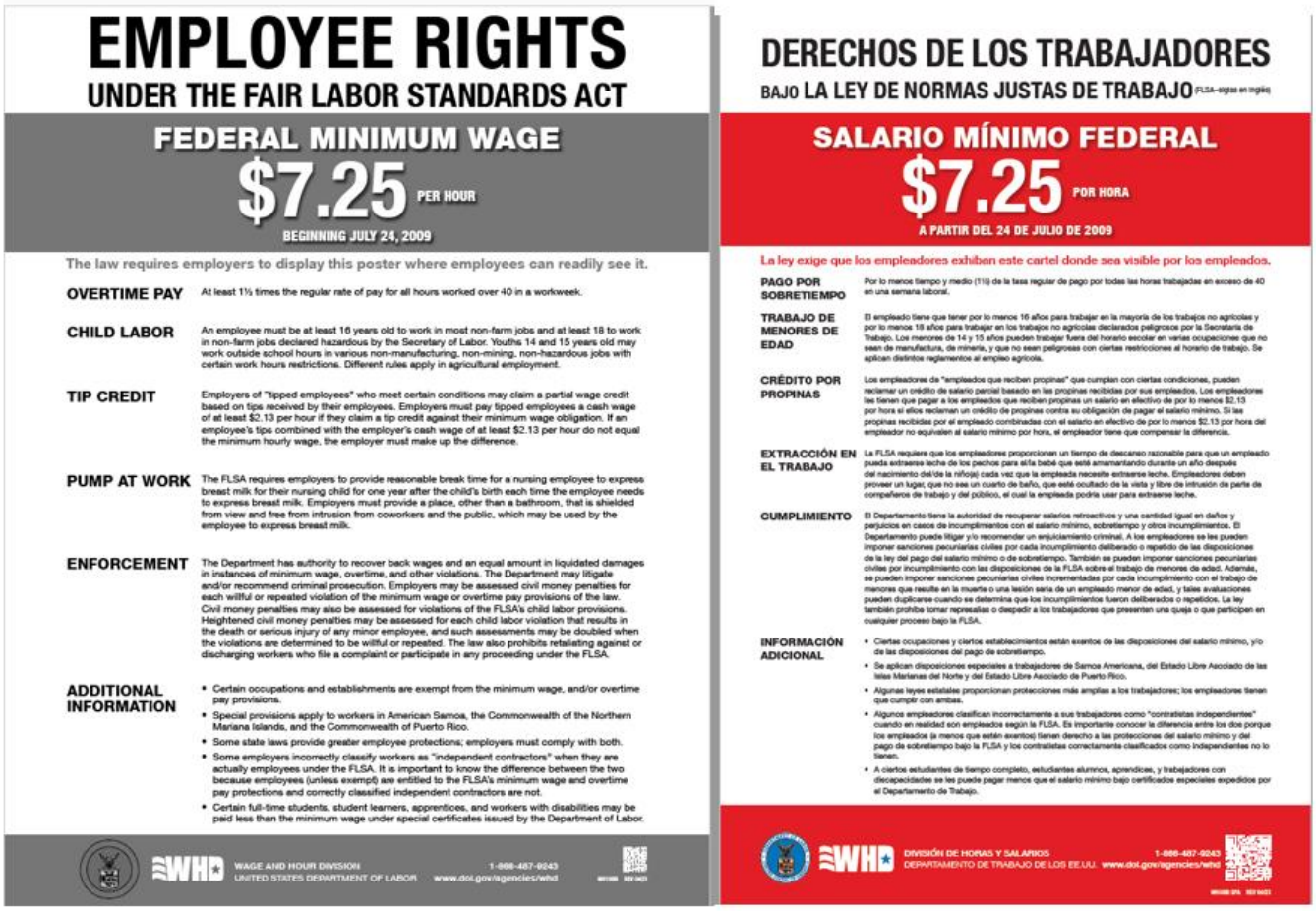
REPRESALIAS Y DISCRIMINACION PROHIBIDOS:
Se les prohíbe a las entidades patronales discriminar contra otras personas o someterlas a represalias por: (1) afirmar sus reclamaciones o derechos de conformidad con la Ley General; (2) ayudar a cualquier otra persona a afirmar esto; o (3) informarle a cualquier otra persona sus derechos de conformidad con la Ley General.

EJECUCIÓN:
Cualquier persona u organización podrá presentar una queja ante el Departamento del Trabajo de la Comisión Industrial en la que se alegue que una entidad patronal ha quebrantado la Ley General. Hay que cumplir con ciertos límites de tiempo. También se puede interponer una demanda civil en conformidad con la Ley General. Las trasgresiones de la Ley General pudieran resultar en sanciones.

INFORMACIÓN:
Para obtener más información sobre la Ley General, deberá buscar en la página de Internet de la Comisión: www.azica.gov; también podrá comunicarse con el Departamento del Trabajo de la Comisión Industrial: Industrial Commission's Labor Department: 800 W. Washington, Phoenix, Arizona 85007-2022; o llamar al teléfono (602) 542-4515.

ESTE AVISO DEBERÁ PUBLICARSE MUY VISIBLEMENTE EN UN SITIO AL QUE LOS EMPLEADOS TENGAN ACCESO

#2B



EMPLOYEE RIGHTS
UNDER THE FAIR LABOR STANDARDS ACT

FEDERAL MINIMUM WAGE
$7.25 PER HOUR
BEGINNING JULY 24, 2009

The law requires employers to display this poster where employees can readily see it.

OVERTIME PAY At least 1½ times the regular rate of pay for all hours worked over 40 in a workweek.

CHILD LABOR An employee must be at least 16 years old to work in most non-farm jobs and at least 18 to work in non-farm jobs declared hazardous by the Secretary of Labor. Youths 14 and 15 years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs with certain work hours restrictions. Different rules apply in agricultural employment.

TIP CREDIT Employers of "tipped employees" who meet certain conditions may claim a partial wage credit based on tips received by their employees. Employers must pay tipped employees a cash wage of at least $2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee's tips combined with the employer's cash wage of at least $2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference.

PUMP AT WORK The FLSA requires employers to provide reasonable break time for a nursing employee to express breast milk for their nursing child for one year after the child's birth each time the employee needs to express breast milk. Employers must provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by the employee to express breast milk.

ENFORCEMENT The Department has authority to recover back wages and an equal amount in liquidated damages in instances of minimum wage, overtime, and other violations. The Department may litigate and/or recommend criminal prosecution. Employers may be assessed civil money penalties for each willful or repeated violation of the minimum wage or overtime pay provisions of the law. Civil money penalties may also be assessed for violations of the FLSA's child labor provisions. Heightened civil money penalties may be assessed for each child labor violation that results in the death or serious injury of any minor employee, and such assessments may be doubled when the violations are determined to be willful or repeated. The law also prohibits retaliating against or discharging workers who file a complaint or participate in any proceeding under the FLSA.

ADDITIONAL INFORMATION
- Certain occupations and establishments are exempt from the minimum wage, and/or overtime pay provisions.
- Special provisions apply to workers in American Samoa, the Commonwealth of the Northern Mariana Islands, and the Commonwealth of Puerto Rico.
- Some state laws provide greater employee protections; employers must comply with both.
- Some employers incorrectly classify workers as "independent contractors" when they are actually employees under the FLSA. It is important to know the difference between the two because employees (unless exempt) are entitled to the FLSA's minimum wage and overtime pay protections and correctly classified independent contractors are not.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.

WHD WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR
1-866-487-9243
www.dol.gov/agencies/whd

DERECHOS DE LOS TRABAJADORES
BAJO LA LEY DE NORMAS JUSTAS DE TRABAJO (FLSA–siglas en inglés)

SALARIO MÍNIMO FEDERAL
$7.25 POR HORA
A PARTIR DEL 24 DE JULIO DE 2009

La ley exige que los empleadores exhiban este cartel donde sea visible por los empleados.

PAGO POR SOBRETIEMPO Por lo menos tiempo y medio (1½) de la tasa regular de pago por todas las horas trabajadas en exceso de 40 en una semana laboral.

TRABAJO DE MENORES DE EDAD El empleado tiene que tener por lo menos 16 años para trabajar en la mayoría de los trabajos no agrícolas y por lo menos 18 años para trabajar en los trabajos no agrícolas declarados peligrosos por la Secretaría de Trabajo. Los menores de 14 y 15 años pueden trabajar fuera del horario escolar en varias ocupaciones que no sean de manufactura, de minería, y que no sean peligrosas con ciertas restricciones al horario de trabajo. Se aplican distintos reglamentos al empleo agrícola.

CRÉDITO POR PROPINAS Los empleadores de "empleados que reciben propinas" que cumplan con ciertas condiciones, pueden reclamar un crédito de salario parcial basado en las propinas recibidas por sus empleados. Los empleadores les tienen que pagar a los empleados que reciben propinas un salario en efectivo de por lo menos $2.13 por hora si ellos reclaman un crédito de propinas contra su obligación de pagar el salario mínimo. Si las propinas recibidas por el empleado combinadas con el salario en efectivo de por lo menos $2.13 por hora del empleador no equivalen al salario mínimo por hora, el empleador tiene que compensar la diferencia.

EXTRACCIÓN EN EL TRABAJO La FLSA requiere que los empleadores proporcionen un tiempo de descanso razonable para que un empleado pueda extraerse leche de los pechos para alíta bebé que esté amamantando durante un año después del nacimiento del/de la niño(a) cada vez que la empleada necesite extraerse leche. Empleadores deben proveer un lugar, que no sea un cuarto de baño, que esté ocultado de la vista y libre de intrusión de parte de compañeros de trabajo y del público, el cual la empleada podría usar para extraerse leche.

CUMPLIMIENTO El Departamento tiene la autoridad de recuperar salarios retroactivos y una cantidad igual en daños y perjuicios en casos de incumplimientos con el salario mínimo, sobretiempo y otros incumplimientos. El Departamento puede litigar y/o recomendar un enjuiciamiento criminal. A los empleadores se les pueden imponer sanciones pecuniarias civiles por cada incumplimiento deliberado o repetido de las disposiciones de la ley del pago del salario mínimo o de sobretiempo. También se pueden imponer sanciones pecuniarias civiles por incumplimiento con las disposiciones de la FLSA sobre el trabajo de menores de edad. Además, se pueden imponer sanciones pecuniarias civiles incrementadas por cada incumplimiento con el trabajo de menores que resulte en la muerte o una lesión seria de un empleado menor de edad, y tales evaluaciones pueden duplicarse cuando se determina que los incumplimientos fueron deliberados o repetidos. La ley también prohíbe tomar represalias o despedir a los trabajadores que presenten una queja o que participen en cualquier proceso bajo la FLSA.

INFORMACIÓN ADICIONAL
- Ciertas ocupaciones y ciertos establecimientos están exentos de las disposiciones del salario mínimo, y/o de las disposiciones del pago de sobretiempo.
- Se aplican disposiciones especiales a trabajadores de Samoa Americana, del Estado Libre Asociado de las Islas Marianas del Norte y del Estado Libre Asociado de Puerto Rico.
- Algunas leyes estatales proporcionan protecciones más amplias a los trabajadores; los empleadores tienen que cumplir con ambas.
- Algunos empleadores clasifican incorrectamente a sus trabajadores como "contratistas independientes" cuando en realidad son empleados según la FLSA. Es importante conocer la diferencia entre los dos porque los empleados (a menos que estén exentos) tienen derecho a las protecciones del salario mínimo y del pago de sobretiempo bajo la FLSA y los contratistas correctamente clasificados como independientes no lo tienen.
- A ciertos estudiantes de tiempo completo, estudiantes alumnos, aprendices, y trabajadores con discapacidades se les puede pagar menos que el salario mínimo bajo certificados especiales expedidos por el Departamento de Trabajo.

WHD DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.
1-866-487-9243
www.dol.gov/agencies/whd

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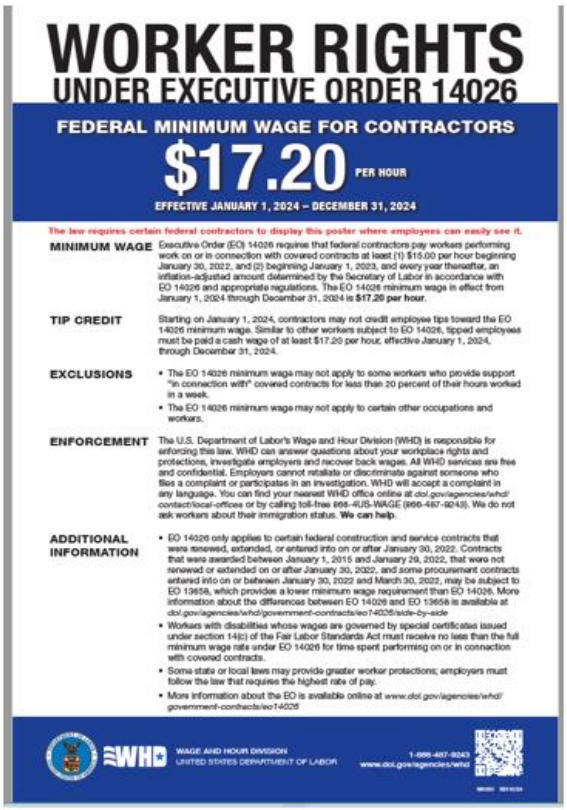


WORKER RIGHTS
UNDER EXECUTIVE ORDER 14026

FEDERAL MINIMUM WAGE FOR CONTRACTORS
$17.20 PER HOUR
EFFECTIVE JANUARY 1, 2024 – DECEMBER 31, 2024

The law requires certain federal contractors to display this poster where employees can easily see it.

MINIMUM WAGE Executive Order (EO) 14026 requires that federal contractors pay workers performing work on or in connection with covered contracts at least (1) $15.00 per hour beginning January 30, 2022, and (2) beginning January 1, 2023, and every year thereafter, an inflation-adjusted amount determined by the Secretary of Labor in accordance with EO 14026 and appropriate regulations. The EO 14026 minimum wage in effect from January 1, 2024 through December 31, 2024 is **$17.20 per hour.**

TIP CREDIT Starting on January 1, 2024, contractors may not credit employee tips toward the EO 14026 minimum wage. Similar to other workers subject to EO 14026, tipped employees must be paid a cash wage of at least $17.20 per hour, effective January 1, 2024, through December 31, 2024.

EXCLUSIONS
- The EO 14026 minimum wage may not apply to some workers who provide support "in connection with" covered contracts for less than 20 percent of their hours worked in a week.
- The EO 14026 minimum wage may not apply to certain other occupations and workers.

ENFORCEMENT The U.S. Department of Labor's Wage and Hour Division (WHD) is responsible for enforcing this law. WHD can answer questions about your workplace rights and protections, investigate employers and recover back wages. All WHD services are free and confidential. Employers cannot retaliate or discriminate against someone who files a complaint or participates in an investigation. WHD will accept a complaint in any language. You can find your nearest WHD office online at dol.gov/agencies/whd/contact/local-offices or by calling toll-free 866-4US-WAGE (866-487-9243). We do not ask workers about their immigration status. **We can help.**

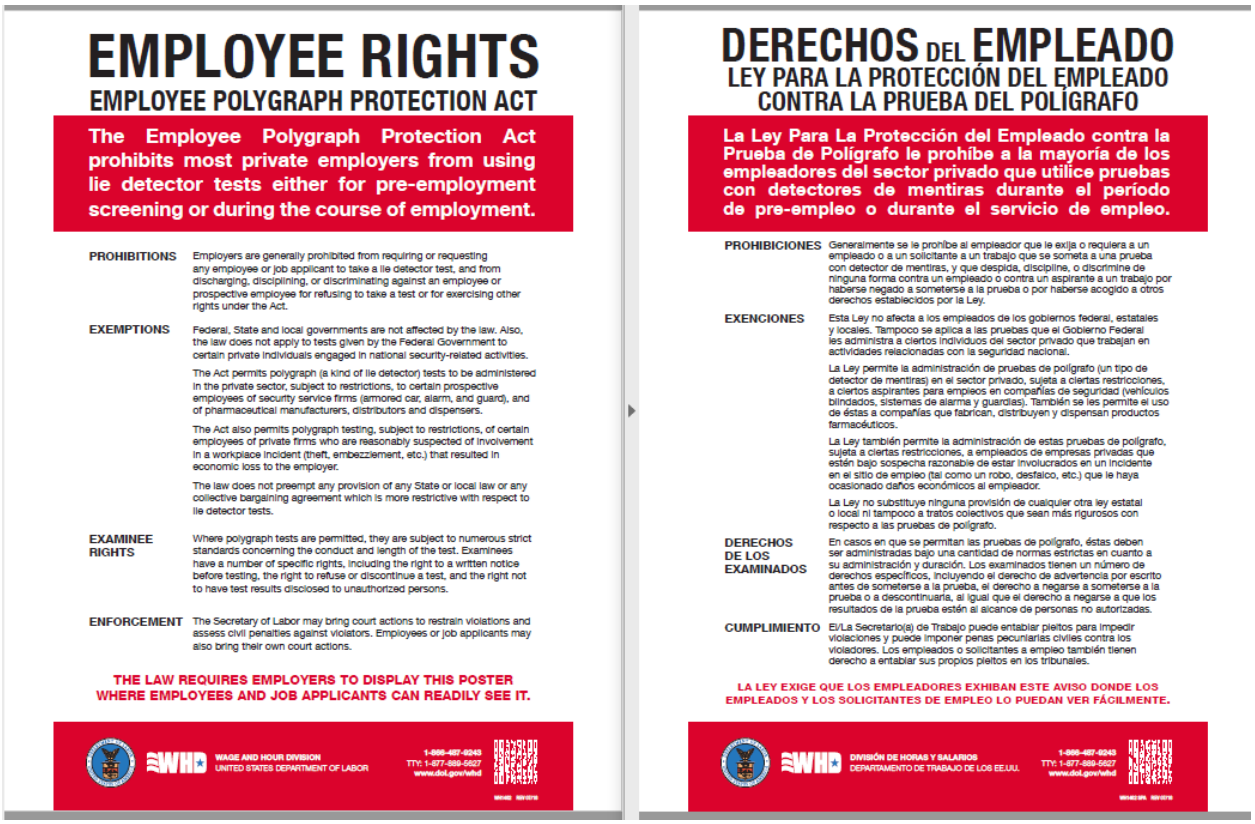
ADDITIONAL INFORMATION
- EO 14026 only applies to certain federal construction and service contracts that were renewed, extended, or entered into on or after January 30, 2022. Contracts that were awarded between January 1, 2015 and January 29, 2022, that were not renewed or extended on or after January 30, 2022, and some procurement contracts entered into on or between January 30, 2022 and March 30, 2022, may be subject to EO 13658, which provides a lower minimum wage requirement than EO 14026. More information about the differences between EO 14026 and EO 13658 is available at dol.gov/agencies/whd/government-contracts/eo14026/side-by-side
- Workers with disabilities whose wages are governed by special certificates issued under section 14(c) of the Fair Labor Standards Act must receive no less than the full minimum wage rate under EO 14026 for time spent performing on or in connection with covered contracts.
- Some state or local laws may provide greater worker protections; employers must follow the law that requires the highest rate of pay.
- More information about the EO is available online at www.dol.gov/agencies/whd/government-contracts/eo14026

WHD WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR
1-866-487-9243
www.dol.gov/agencies/whd

Poster no disponible
(Spanish Version not available)
Derechos de los trabajadores
Segun la Orden Ejecutiva 14026

Salario Minimo federal para contratistas
$17.20

#3



EMPLOYEE RIGHTS

EMPLOYEE POLYGRAPH PROTECTION ACT

The Employee Polygraph Protection Act prohibits most private employers from using lie detector tests either for pre-employment screening or during the course of employment.

PROHIBITIONS Employers are generally prohibited from requiring or requesting any employee or job applicant to take a lie detector test, and from discharging, disciplining, or discriminating against an employee or prospective employee for refusing to take a test or for exercising other rights under the Act.

EXEMPTIONS Federal, State and local governments are not affected by the law. Also, the law does not apply to tests given by the Federal Government to certain private individuals engaged in national security-related activities.

The Act permits polygraph (a kind of lie detector) tests to be administered in the private sector, subject to restrictions, to certain prospective employees of security service firms (armored car, alarm, and guard), and of pharmaceutical manufacturers, distributors and dispensers.

The Act also permits polygraph testing, subject to restrictions, of certain employees of private firms who are reasonably suspected of involvement in a workplace incident (theft, embezzlement, etc.) that resulted in economic loss to the employer.

The law does not preempt any provision of any State or local law or any collective bargaining agreement which is more restrictive with respect to lie detector tests.

EXAMINEE RIGHTS Where polygraph tests are permitted, they are subject to numerous strict standards concerning the conduct and length of the test. Examinees have a number of specific rights, including the right to a written notice before testing, the right to refuse or discontinue a test, and the right not to have test results disclosed to unauthorized persons.

ENFORCEMENT The Secretary of Labor may bring court actions to restrain violations and assess civil penalties against violators. Employees or job applicants may also bring their own court actions.

THE LAW REQUIRES EMPLOYERS TO DISPLAY THIS POSTER WHERE EMPLOYEES AND JOB APPLICANTS CAN READILY SEE IT.

WHD WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

DERECHOS DEL EMPLEADO

LEY PARA LA PROTECCIÓN DEL EMPLEADO CONTRA LA PRUEBA DEL POLÍGRAFO

La Ley Para La Protección del Empleado contra la Prueba de Polígrafo le prohíbe a la mayoría de los empleadores del sector privado que utilice pruebas con detectores de mentiras durante el período de pre-empleo o durante el servicio de empleo.

PROHIBICIONES Generalmente se le prohíbe al empleador que le exija o requiera a un empleado o a un solicitante a un trabajo que se someta a una prueba con detector de mentiras, y que despida, disciplina, o discrimine de ninguna forma contra un empleado o contra un aspirante a un trabajo por haberse negado a someterse a la prueba o por haberse acogido a otros derechos establecidos por la Ley.

EXENCIONES Esta Ley no afecta a los empleados de los gobiernos federal, estatales y locales. Tampoco se aplica a las pruebas que el Gobierno Federal les administra a ciertos individuos del sector privado que trabajan en actividades relacionadas con la seguridad nacional.

La Ley permite la administración de pruebas de polígrafo (un tipo de detector de mentiras) en el sector privado, sujeta a ciertas restricciones, a ciertos aspirantes para empleos en compañías de seguridad (vehículos blindados, sistemas de alarma y guardias). También se les permite el uso de éstas a compañías que fabrican, distribuyen y dispensan productos farmacéuticos.

La Ley también permite la administración de estas pruebas de polígrafo, sujeta a ciertas restricciones, a empleados de empresas privadas que estén bajo sospecha razonable de estar involucrados en un incidente en el sitio de empleo (tal como un robo, desfalco, etc.) que le haya ocasionado daños económicos al empleador.

La Ley no substituye ninguna provisión de cualquier otra ley estatal o local ni tampoco a tratos colectivos que sean más rigurosos con respecto a las pruebas de polígrafo.

DERECHOS DE LOS EXAMINADOS En casos en que se permitan las pruebas de polígrafo, éstas deben ser administradas bajo una cantidad de normas estrictas en cuanto a su administración y duración. Los examinados tienen un número de derechos específicos, incluyendo el derecho de advertencia por escrito antes de someterse a la prueba, el derecho a negarse a someterse a la prueba o a descontinuarla, al igual que el derecho a negarse a que los resultados de la prueba estén al alcance de personas no autorizadas.

CUMPLIMIENTO El/La Secretario(a) de Trabajo puede entablar pleitos para impedir violaciones y puede imponer penas pecuniarias civiles contra los violadores. Los empleados o solicitantes a empleo también tienen derecho a entablar sus propios pleitos en los tribunales.

LA LEY EXIGE QUE LOS EMPLEADORES EXHIBAN ESTE AVISO DONDE LOS EMPLEADOS Y LOS SOLICITANTES DE EMPLEO LO PUEDAN VER FÁCILMENTE.

WHD DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

#4

Your Employee Rights Under the Family and Medical Leave Act

What is FMLA leave?

What does my employer need to do?

Am I eligible to take FMLA leave?

Where can I find more information?

How do I request FMLA leave?

SCAN ME

WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

Sus derechos de personal según la Ley de Licencia Familiar y Médica

¿Qué es una licencia de FMLA?

¿Qué debe hacer mi empresa?

¿Soy elegible para tomar una licencia de FMLA?

¿Dónde puedo encontrar más información?

¿Cómo solicito una licencia de FMLA?

ESCANEAR

DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS ESTADOS UNIDOS

#5

EMPLOYEE RIGHTS

UNDER THE NATIONAL LABOR RELATIONS ACT

The NLRA guarantees the right of employees to organize and bargain collectively with their employers, and to engage in other protected concerted activity. Employees covered by the NLRA* are protected from certain types of employer and union misconduct. This Notice gives you general information about your rights, and about the obligations of employers and unions under the NLRA. Contact the National Labor Relations Board, the Federal agency that investigates and resolves complaints under the NLRA, using the contact information supplied below, if you have any questions about specific rights that may apply in your particular workplace.

Under the NLRA, you have the right to:

- **Organize a union** to negotiate with your employer concerning your wages, hours, and other terms and conditions of employment.
- **Form, join or assist a union.**
- **Bargain collectively** through representatives of employees' own choosing for a contract with your employer setting your wages, benefits, hours, and other working conditions.
- **Discuss your terms and conditions of employment** or union organizing with your co-workers or a union.
- **Take action** with one or more co-workers to improve your working conditions by, among other means, raising work-related complaints directly with your employer or with a government agency, and seeking help from a union.
- **Strike and picket**, depending on the purpose or means of the strike or the picketing.
- **Choose not to do any of these activities**, including joining or remaining a member of a union.

Illegal conduct will not be permitted. If you believe your rights or the rights of others have been violated, you should contact the NLRB promptly to protect your rights, generally within six months of the unlawful activity. You may inquire about possible violations without your employer or anyone else being informed of the inquiry. Charges may be filed by any person and need not be filed by the employee directly affected by the violations. The NLRB may order an employer to rehire a worker fired in violation of the law and to pay lost wages and benefits, and may order an employer or union to cease violating the law. Employees should seek assistance from the nearest regional NLRB office, which can be found on the Agency's website: www.nlrb.gov.

Under the NLRA, it is illegal for a union or for the union that represents you in bargaining with your employer to:

- **Threaten** you that you will lose your job unless you support the union.
- **Refuse to process a grievance** because you have criticized union officials or because you are not a member of the union.
- **Use or maintain discriminatory standards or procedures** in making job referrals from a hiring hall.
- **Cause or attempt to cause an employer to discriminate against you** because of your union-related activity.
- **Take other adverse action against you** based on whether you have joined or support the union.

If you and your coworkers select a union to act as your collective bargaining representative, your employer and the union are required to bargain in good faith in a genuine effort to reach a written, binding agreement setting your terms and conditions of employment. The union is required to fairly represent you in bargaining and enforcing the agreement.

You can also contact the NLRB by calling toll-free: 1-844-762-NLRB (6572). Language assistance is available. Hearing impaired callers who wish to speak to an NLRB representative should send an email to nlrbcontact@nlrb.gov. An NLRB representative will email the requestor with instructions on how to schedule a relay service call.

SCAN TO LEARN MORE

Under the NLRA, it is illegal for your employer to:

- **Prohibit you from soliciting for a union during non-work time**, such as before or after work or during break times; or from distributing union literature during non-work time, in non-work areas, such as parking lots or break rooms.
- **Question you about your union** support or activities in a manner that discourages you from engaging in that activity.
- **Fire, demote, or transfer you, or reduce your hours or change your shift**, or otherwise take adverse action against you, or threaten to take any of these actions, because you join or support a union, or because you engage in concerted activity for mutual aid and protection, or because you choose not to engage in any such activity.
- **Threaten to close your workplace** if workers choose a union to represent them.
- **Promise or grant promotions, pay raises, or other benefits** to discourage or encourage union support.
- **Prohibit you from wearing union hats, buttons, t-shirts, and pins in the workplace** except under special circumstances.
- **Spy on or videotape peaceful union activities** and gatherings or pretend to do so.

The National Labor Relations Act covers most private-sector employers. Excluded from coverage under the NLRA are public-sector employees, agricultural and domestic workers, independent contractors, workers employed by a parent or spouse, employers of air and rail carriers covered by the Railway Labor Act, and supervisors (although supervisors that have been discriminated against for refusing to violate the NLRA may be covered).

This is an official Government Notice and must not be defaced by anyone. Technical Revision Date: 09/03/20

DERECHOS DE LOS EMPLEADOS

SEGÚN LA LEY NACIONAL DE RELACIONES DEL TRABAJO

La Ley Nacional de Relaciones del Trabajo (LNRT) garantiza el derecho de los empleados a organizarse y negociar colectivamente con sus empleadores, y a participar en otras actividades concertadas protegidas. Los empleados cubiertos por la LNRT * están protegidos contra ciertos tipos de conductas inapropiadas por parte de los empleadores y sindicatos. En este Aviso encontrará información general sobre sus derechos y las obligaciones de los empleadores y los sindicatos según la LNRT. Si tiene alguna pregunta sobre derechos específicos que puedan ser aplicables a su lugar de trabajo, utilice la información de contacto que se proporciona más adelante para contactarse con la Junta Nacional de Relaciones Laborales, la agencia federal que investiga y resuelve las quejas basadas en la LNRT.

Según la LNRT, usted tiene derecho a:

- **Organizar un sindicato** para negociar con su empleador respecto de su salario, sus horarios de trabajo y otros términos y condiciones de empleo.
- **Fundar, unirse o ayudar a un sindicato.**
- **Negociar colectivamente** con su empleador, a través de representantes elegidos por los empleados, los contratos que fijen su salario, beneficios, horarios y otras condiciones laborales.
- **Discutir sus términos** y condiciones de empleo, o la organización de su sindicato, con sus compañeros de trabajo o un sindicato.
- **Actuar con uno o más compañeros** de trabajo para mejorar sus condiciones laborales acudiendo, entre otras cosas, de hacer llegar directamente a su empleador o a un organismo gubernamental las quejas relacionadas con su trabajo, y buscar ayuda de un sindicato.
- **Realizar huelgas y piquetes**, según el propósito o los medios de esas huelgas o piquetes.
- **Decidir no participar** en cualquiera de esas actividades, incluso la de unirse o continuar como miembro de un sindicato.

Los comportamientos ilegales no serán permitidos. Si usted cree que sus derechos, o los de otros, han sido violados, debe contactarse con la NLRB rápidamente para protegerlos, por lo general dentro de los seis meses de la actividad ilegal. Puede preguntar sobre posibles infracciones sin que ninguno de su empleador o cualquier otra persona, informe consulta. Las cargas pueden ser presentadas por cualquier persona, pero no tienen que hacerlo el empleo de directo interés afectado por la infracción. La NLRB puede obligar a un empleador a reincorporar a un empleado y pagarle por los salarios y beneficios no percibidos cuando haya sido despedido en contra de la ley. También puede obligar a un empleador o a un sindicato a dejar de infringir la ley. Los empleados deben buscar asistencia en la oficina regional más cercana de la NLRB, que se encuentra en el sitio web de la agencia: www.nlrb.gov.

Según la LNRT, es ilegal que un sindicato, o el sindicato que lo representa en las negociaciones con su empleador:

- **Le amenace con la pérdida** de su trabajo a menos que apoye al sindicato.
- **Rechace procesar** una queja porque usted ha criticado a los representantes sindicales o porque no es miembro del sindicato.
- **Use o mantenga** estándares o procedimientos discriminatorios al realizar recomendaciones desde una oficina de contratación.
- **Cause o intente causar** que un empleador discrimine en contra suya por sus actividades relacionadas con el sindicato.
- **Emprenda acciones** en su contra que dependan de si usted se unió a un sindicato o no.

Si usted y sus compañeros de trabajo eligen un sindicato para que los represente en forma colectiva, su empleador y el sindicato deben negociar en buena fe con genuino esfuerzo para llegar un acuerdo vinculante y por escrito que fije los términos y condiciones de su empleo. El sindicato está obligado a representarlo justamente en las negociaciones y al cumplimiento del acuerdo.

También puede contactar a la NLRB al teléfono gratuito: 1-844-762-NLRB (6572). Asistencia en otros idiomas disponible. Las personas con discapacidades auditivas que deseen hablar con un representante de la NLRB deben enviar un correo electrónico a nlrbcontact@nlrb.gov. Un representante de la NLRB enviará un correo electrónico al solicitante con instrucciones sobre cómo programar una llamada con el servicio de retransmisión.

Según la LNRT, es ilegal que su empleador:

- **Le prohíba solicitar** para un sindicato durante horarios no laborables –como antes o después del trabajo, o durante los recesos, o distribuir materiales sobre el sindicato fuera de las horarios laborables y fuera de las zonas de trabajo, como en estacionamientos o salas de descanso.
- **Lo cuestione sobre** su apoyo al sindicato o sus actividades relacionadas en forma tal que desaliente su participación en ello.
- **Lo despida, lo baje de categoría o lo transfiera**, reduzca la cantidad de horas que trabaja o cambie su turno, tome cualquier otro tipo de acción en su contra, o amenace con hacerlo, porque usted se ha unido o apoya a un sindicato, o porque ha participado en actividades concertadas de asistencia y protección mutua, o haya decidido no participar en ese tipo de actividades.
- **Amenace cerrar su lugar** de trabajo si los trabajadores eligen un sindicato para que los represente.
- **Prometa u otorgue promociones**, o pague aumentos u otros beneficios para desalentar o alentar el apoyo a un sindicato.
- **Le prohíba usar gorras**, botones, camisetas y prendedores del sindicato en el lugar de trabajo, excepto bajo circunstancias especiales.
- **Espíe o filme actividades** y reuniones sindicales pacíficas, o simule hacerlo.

Si un Empleador de Relaciones del Trabajo cubierto a la mayoría de los empleadores del sector privado. Entre quienes están excluidos de la NLRA en el sector público los empleados del sector público, los trabajadores agrícolas y domésticos, los contratistas independientes, los trabajadores empleados por sus padres o sus cónyuges, los empleados de las empresas aéreas y ferroviarias cubiertos por la Ley Laboral Ferroviaria, y los supervisores (aunque los supervisores que hayan sido discriminados por rehusarse a infringir la NLRA pueden estar cubiertos por ella).

Esta es un Aviso Oficial de Gobierno y no debe ser alterado por nadie. Technical Revision Date: 09/03/20

#6

Know Your Rights: Workplace Discrimination is Illegal

The U.S. Equal Employment Opportunity Commission (EEOC) enforces Federal laws that protect you from discrimination in employment. If you believe you've been discriminated against at work or in applying for a job, the EEOC may be able to help.

Who is Protected?

- Employees (current and former), including managers and temporary employees
- Job applicants
- Union members and applicants for membership in a union

What Organizations are Covered?

- Most private employers
- State and local governments (as employers)
- Educational institutions (as employers)
- Unions
- Staffing agencies

What Types of Employment Discrimination are Illegal?

Under the EEOC's laws, an employer may not discriminate against you, regardless of your immigration status, on the bases of:

- Race
- Color
- Religion
- National origin
- Sex (including pregnancy and related conditions, sexual orientation, or gender identity)
- Age (40 and older)
- Disability
- Genetic information (including employer requests for, or purchase, use, or disclosure of genetic tests, genetic services, or family medical history)
- Retaliation for filing a charge, reasonably opposing discrimination, or participating in a discrimination lawsuit, investigation, or proceeding.

What Employment Practices can be Challenged as Discriminatory?

All aspects of employment, including:

- Discharge, firing, or lay-off
- Harassment (including unwelcome verbal or physical conduct)
- Hiring or promotion
- Assignment
- Pay (unequal wages or compensation)
- Failure to provide reasonable accommodation for a disability or a sincerely-held religious belief, observance or practice
- Benefits
- Job training
- Classification
- Referral
- Obtaining or disclosing genetic information of employees
- Requesting or disclosing medical information of employees
- Conduct that might reasonably discourage someone from opposing discrimination, filing a charge, or participating in an investigation or proceeding.

What can You Do if You Believe Discrimination has Occurred?

Contact the EEOC promptly if you suspect discrimination. Do not delay, because there are strict time limits for filing a charge of discrimination (180 or 300 days, depending on where you live/work). You can reach the EEOC in any of the following ways:

Submit an inquiry through the EEOC's public portal: https://publicportal.eeoc.gov/Portal/Login.aspx

Call 1-800-669-4000 (toll free)
1-800-669-6820 (TTY)
1-844-234-5122 (ASL video phone)

Visit an EEOC field office (information at www.eeoc.gov/field-office)

E-Mail info@eeoc.gov

Additional information about the EEOC, including information about filing a charge of discrimination, is available at www.eeoc.gov.

EMPLOYERS HOLDING FEDERAL CONTRACTS OR SUBCONTRACTS

Conozca sus Derechos: La Discriminación en el Lugar de Trabajo es Ilegal

La Comisión Para la Igualdad de Oportunidades en el Empleo (EEOC, por sus siglas en inglés) de los EE. UU. hace cumplir las leyes federales que lo protegen contra la discriminación en el empleo. Si cree que ha sido discriminado(a) en el trabajo o al solicitar un trabajo, la EEOC puede ayudarle.

¿Quién está Protegido?

- Empleados (actuales y anteriores), incluyendo gerentes y empleados temporales
- Aplicantes de trabajo
- Miembros de sindicatos y Solicitantes de membresía en un sindicato

¿Qué Organizaciones están Cubiertas?

- La mayoría de los empleadores privados
- Gobiernos estatales y locales (como empleadores)
- Instituciones educativas (como empleadores)
- Sindicatos
- Agencias de empleo

¿Qué Tipos de Discriminación Laboral son Ilegales?

Según las leyes de la EEOC, un empleador no puede discriminarlo, independientemente de su estatus migratorio, por motivos de:

- Raza
- Color
- Religión
- Origen nacional
- Sexo (incluyendo embarazo y condiciones relacionadas, orientación sexual o identidad de genero)
- Edad (40 años o más)
- Discapacidad
- Información genética (incluyendo solicitudes del empleador para la compra, el uso o la divulgación de pruebas genéticas, servicios genéticos o historial médico familiar)
- Tomar represalias por presentar un cargo, oponerse razonablemente a la discriminación o participar en una demanda, investigación o procedimiento por discriminación.

¿Qué Prácticas Laborales Pueden ser Discriminatorias?

Todos los aspectos del empleo, incluyendo:

- Despidos
- Acoso (incluyendo conducta física o verbal no deseada)
- Contratación o promoción
- Asignaciones
- Remuneración (salarios desiguales o compensación)
- Falta de proporcionar adaptaciones razonables para una discapacidad o para la creencia, observancia o práctica de una fe religiosa sinceramente realizada
- Beneficios
- Formación profesional
- Clasificación
- Referencias
- Obtención o divulgación de información genética de los empleados
- Solicitud o divulgación de información médica de los empleados
- Conducta que podría desalentar razonablemente a alguien de oponerse a la discriminación, presentar un cargo o participar en una investigación o procedimiento.

¿Qué Puede Hacer si Cree que ha Ocurrido Discriminación?

Comuníquese con la EEOC de inmediato si sospecha discriminación. No demore, porque existen límites de tiempo estrictos para presentar una denuncia por discriminación (180 o 300 días, según el lugar donde viva o trabaje). Puede comunicarse con la EEOC de cualquiera de las siguientes maneras:

Presentar una consulta a través del Portal Público de la EEOC: https://publicportal.eeoc.gov/Portal/Login.aspx

Llame 1-800-669-4000 (número gratuito)
1-800-669-6820 (TTY)
1-844-234-5122 (Video Teléfono de ASL)

Visite una Oficina de Campo de la EEOC (información en www.eeoc.gov/field-office)

Corre Electrónico: info@eeoc.gov

Información adicional sobre la EEOC, incluyendo información sobre cómo presentar un cargo de discriminación, está disponible en www.eeoc.gov/es.

EMPLEADORES QUE TIENEN CONTRATOS O SUBCONTRATOS FEDERALES

#7

EEO CLAUSE / STATEMENT
And
CONTRACTOR EEO OFFICER

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS APRIL, 1969

The bidder/contractor hereby certifies that: (Mark One)

	Has participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246
OR	
	Has not participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246

And (Mark One)

	Has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.
OR	
	Has not filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

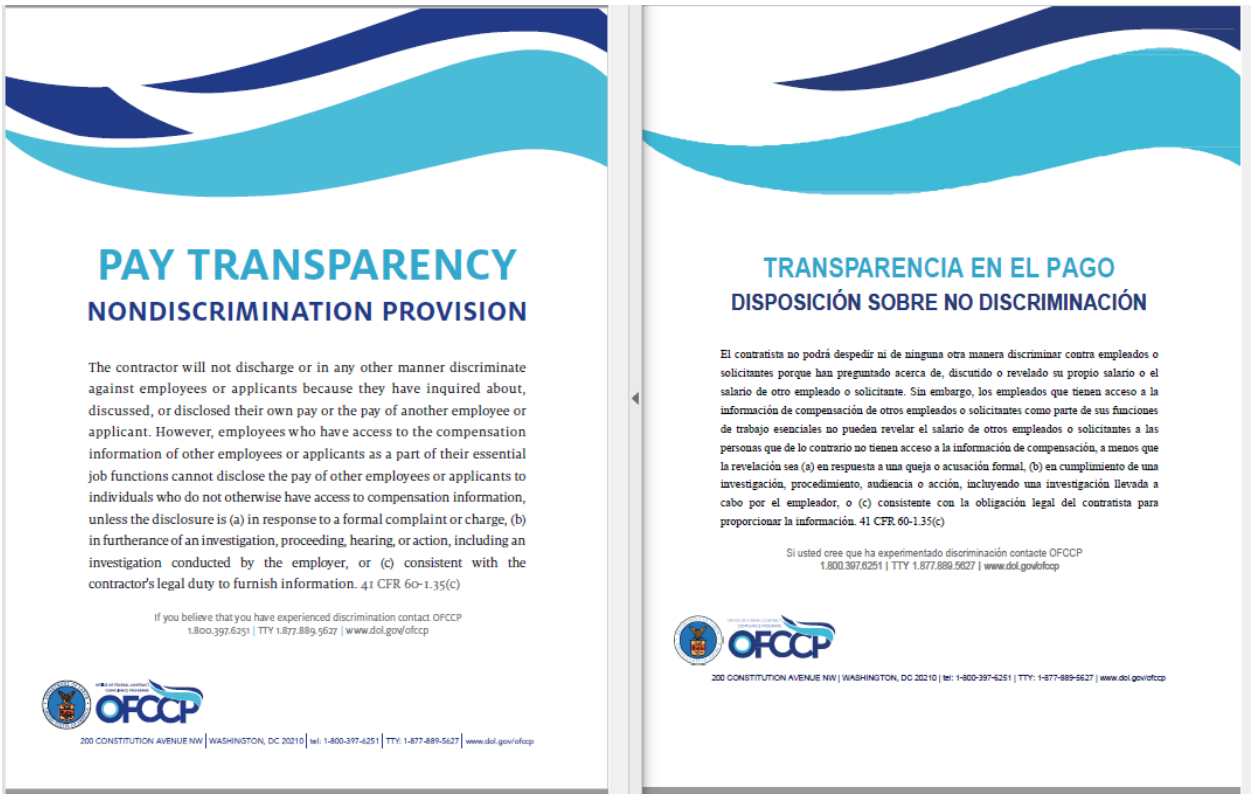
CONTRACTOR NAME	
CONTRACTOR EEO OFFICER NAME	
CONTRACTOR SIGNATURE	

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7b (1),) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt fro the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of $10,000 or under are exempt). Currently, Standard Form 10 (EEO-1) is the only report required by the Executive Orders or their implementing regulations. Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor

Information is available from: Joint Reporting Committee
P.O. Box 19100
Washington, D.C. 20036-9100

Rev 2024-01-09

#8



PAY TRANSPARENCY

NONDISCRIMINATION PROVISION

The contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information. 41 CFR 60-1.35(c)

If you believe that you have experienced discrimination contact OFCCP
1.800.397.6251 | TTY 1.877.889.5627 | www.dol.gov/ofccp

OFCCP

200 CONSTITUTION AVENUE NW | WASHINGTON, DC 20210 | tel: 1-800-397-6251 | TTY: 1-877-889-5627 | www.dol.gov/ofccp

TRANSPARENCIA EN EL PAGO

DISPOSICIÓN SOBRE NO DISCRIMINACIÓN

El contratista no podrá despedir ni de ninguna otra manera discriminar contra empleados o solicitantes porque han preguntado acerca de, discutido o revelado su propio salario o el salario de otro empleado o solicitante. Sin embargo, los empleados que tienen acceso a la información de compensación de otros empleados o solicitantes como parte de sus funciones de trabajo esenciales no pueden revelar el salario de otros empleados o solicitantes a las personas que de lo contrario no tienen acceso a la información de compensación, a menos que la revelación sea (a) en respuesta a una queja o acusación formal, (b) en cumplimiento de una investigación, procedimiento, audiencia o acción, incluyendo una investigación llevada a cabo por el empleador, o (c) consistente con la obligación legal del contratista para proporcionar la información. 41 CFR 60-1.35(c)

Si usted cree que ha experimentado discriminación contacte OFCCP
1.800.397.6251 | TTY 1.877.889.5627 | www.dol.gov/ofccp

OFCCP

200 CONSTITUTION AVENUE NW | WASHINGTON, DC 20210 | tel: 1-800-397-6251 | TTY: 1-877-889-5627 | www.dol.gov/ofccp

#9

YOUR RIGHTS UNDER USERRA
THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT

USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.

REEMPLOYMENT RIGHTS

You have the right to be reemployed in your civilian job if you leave that job to perform service in the uniformed service and:

- ☆ you ensure that your employer receives advance written or verbal notice of your service;
- ☆ you have five years or less of cumulative service in the uniformed services while with that particular employer;
- ☆ you return to work or apply for reemployment in a timely manner after conclusion of service; and
- ☆ you have not been separated from service with a disqualifying discharge or under other than honorable conditions.

If you are eligible to be reemployed, you must be restored to the job and benefits you would have attained if you had not been absent due to military service or, in some cases, a comparable job.

RIGHT TO BE FREE FROM DISCRIMINATION AND RETALIATION

If you:

- ☆ are a past or present member of the uniformed service;
- ☆ have applied for membership in the uniformed service; or
- ☆ are obligated to serve in the uniformed service;

then an employer may not deny you:

- ☆ initial employment;
- ☆ reemployment;
- ☆ retention in employment;
- ☆ promotion; or
- ☆ any benefit of employment

because of this status.

In addition, an employer may not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

HEALTH INSURANCE PROTECTION

- ☆ If you leave your job to perform military service, you have the right to elect to continue your existing employer-based health plan coverage for you and your dependents for up to 24 months while in the military.
- ☆ Even if you don't elect to continue coverage during your military service, you have the right to be reinstated in your employer's health plan when you are reemployed, generally without any waiting periods or exclusions (e.g., pre-existing condition exclusions) except for service-connected illnesses or injuries.

ENFORCEMENT

- ☆ The U.S. Department of Labor, Veterans Employment and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations.
- ☆ For assistance in filing a complaint, or for any other information on USERRA, contact VETS at **1-866-4-USA-DOL** or visit its website at https://www.dol.gov/agencies/vets/. An interactive online USERRA Advisor can be viewed at https://webapps.dol.gov/elaws/vets/userra
- ☆ If you file a complaint with VETS and VETS is unable to resolve it, you may request that your case be referred to the Department of Justice or the Office of Special Counsel, as applicable, for representation.
- ☆ You may also bypass the VETS process and bring a civil action against an employer for violations of USERRA.

The rights listed here may vary depending on the circumstances. The text of this notice was prepared by VETS, and may be viewed on the internet at this address: https://www.dol.gov/agencies/vets/programs/userra/poster Federal law requires employers to notify employees of their rights under USERRA, and employers may meet this requirement by displaying the text of this notice where they customarily place notices for employees.

U.S. Department of Labor
1-866-487-2365

U.S. Department of Justice

Office of Special Counsel

1-800-336-4590

Publication Date – May 2022

SUS DERECHOS BAJO USERRA
EL ACTA DE DERECHOS DE EMPLEO Y REEMPLEO DE LOS SERVICIOS UNIFORMADOS

USERRA protege los derechos de trabajo de las personas que voluntaria o involuntariamente dejan sus empleos para integrarse al servicio militar. USERRA también prohíbe la discriminación, por parte de los empleadores contra los miembros actuales, ex-miembros, y candidatos de los servicios uniformados.

DERECHOS DE RECONTRATACIÓN

Usted tiene derecho a ser recontratado en su trabajo civil si lo deja para cumplir deberes en el servicio uniformado y:

- usted se asegura que su empleador reciba aviso escrito o verbal de su servicio, por adelantado;
- usted tiene cinco años o menos de servicio acumulativo en las fuerzas uniformadas mientras está con ese empleador;
- después de la conclusión de su servicio retorna a su trabajo o solicita ser recontratado dentro de un margen de tiempo adecuado; y
- si usted ha dejado el servicio sin haber sido descalificado, o retirado de cualquier otra forma que no sea en condiciones honorables.

Si usted es elegible para ser recontratado, debe ser reposicionado en el puesto y con los beneficios que usted habría tenido si no hubiera estado ausente debido al servicio militar, o en ciertos casos, un puesto equivalente.

DERECHO A SER LIBRE DE DISCRIMINACIÓN Y REPRESALIAS

Si usted:

- Es un ex-miembro o un miembro actual de los servicios uniformados;
- Ha solicitado una membresía en el servicio uniformado, o;
- Se encuentra obligado a servir en los servicios uniformados;

entonces, el empleador no puede negar alguno de los siguientes:

- empleo inicial;
- recontratación;
- permanencia en el empleo;
- ascenso; o
- cualquier beneficio del empleo.

Además, un empleador no puede tomar represalias en contra de cualquier persona que esté ayudando a la aplicación de los derechos del USERRA, incluyendo el realizar una testificación o una declaración en conexión con un procedimiento bajo USERRA; aún si esa persona no tiene ninguna conexión con el servicio.

PROTECCIÓN DEL SEGURO DE SALUD

- Si usted deja su empleo para realizar el servicio militar, tiene derecho a continuar con el plan de cobertura médica existente para usted y sus dependientes, por hasta 24 meses mientras se encuentre en el servicio militar.
- Aún si usted elige no continuar con su cobertura durante su servicio militar, usted tiene derecho a ser readmitido en su plan de cobertura médica al ser recontratado; generalmente, sin ningún periodo de espera o exclusiones (por ejemplo: exclusiones de condiciones pre-existentes), excepto por alguna lesión o enfermedad relacionada al servicio.

CUMPLIMIENTO

- El Servicio de Empleo y Capacitación de Veteranos (VETS, por su sigla en inglés) del Departamento del Trabajo de los EE.UU. está autorizado a investigar y resolver reclamos sobre violaciones a los estatutos del USERRA.
- Si necesita ayuda para enviar un reclamo, o si necesita información sobre USERRA, contáctese con VETS al **1800-4-USA-DOL** o visite **el sitio de Internet http://www.dol.gov/vets**. Puede contactarse con un ayudante interactivo de USERRA a través del Internet, en **http://www.dol.gov/elaws/userra.htm**.
- Si envía un reclamo al VETS y el VETS no puede resolverla, usted puede solicitar que su caso sea derivado al Departamento de Justicia o a la Oficina de Asesoramiento Especial (Office of Special Counsel), dependiendo del empleador para representación.
- También puede omitir el proceso por la vía de VETS y aplicar una acción civil en contra del empleador por violaciones del USERRA.

Los derechos que se presentan aquí pueden variar dependiendo de las circunstancias. Este aviso fue preparado por el VETS, y puede ser visto en el Internet en la siguiente dirección: http://www.dol.gov/vets/programs/userra/poster.pdf. La ley federal requiere que los empleadores informen a los empleados sobre sus derechos bajo USERRA. Los empleadores pueden cumplir con estos requisitos al exponer este aviso donde usualmente se colocan los anuncios para los empleados.

Departamento del Trabajo de los EE.UU.
1-866-487-2365

1-800-336-4590

Fecha de publicación—febrero del 2005

#10

Job Safety and Health
IT'S THE LAW!

All workers have the right to:

- A safe workplace.
- Raise a safety or health concern with your employer or OSHA, or report a work-related injury or illness, without being retaliated against.
- Receive information and training on job hazards, including all hazardous substances in your workplace.
- Request an OSHA inspection of your workplace if you believe there are unsafe or unhealthy conditions. OSHA will keep your name confidential. You have the right to have a representative contact OSHA on your behalf.
- Participate (or have your representative participate) in an OSHA inspection and speak in private to the inspector.
- File a complaint with OSHA within 30 days (by phone, online or by mail) if you have been retaliated against for using your rights.
- See any OSHA citations issued to your employer.
- Request copies of your medical records, tests that measure hazards in the workplace, and the workplace injury and illness log.

This poster is available free from OSHA.

Employers must:

- Provide employees a workplace free from recognized hazards. It is illegal to retaliate against an employee for using any of their rights under the law, including raising a health and safety concern with you or with OSHA, or reporting a work-related injury or illness.
- Comply with all applicable OSHA standards.
- Report to OSHA all work-related fatalities within 8 hours, and all inpatient hospitalizations, amputations and losses of an eye within 24 hours.
- Provide required training to all workers in a language and vocabulary they can understand.
- Prominently display this poster in the workplace.
- Post OSHA citations at or near the place of the alleged violations.

FREE ASSISTANCE to identify and correct hazards is available to small and medium-sized employers, without citation or penalty, through OSHA-supported consultation programs in every state.

Contact OSHA. We can help.

1-800-321-OSHA (6742) • TTY 1-877-889-5627 • www.osha.gov

Seguridad y Salud en el Trabajo
¡ES LA LEY!

Todos los trabajadores tienen el derecho a:

- Un lugar de trabajo seguro.
- Decir algo a su empleador o la OSHA sobre preocupaciones de seguridad o salud, o reportar una lesión o enfermedad en el trabajo, sin sufrir represalias.
- Recibir información y entrenamiento sobre los peligros del trabajo, incluyendo sustancias toxicas en su sitio de trabajo.
- Pedirle a la OSHA inspeccionar su lugar de trabajo si usted cree que hay condiciones peligrosas o insalubres. Su información es confidencial. Algún representante suyo puede comunicarse con OSHA a su nombre.
- Participar (o su representante puede participar) en la inspección de OSHA y hablar en privado con el inspector.
- Presentar una queja con la OSHA dentro de 30 días (por teléfono, por internet, o por correo) si usted ha sufrido represalias por ejercer sus derechos.
- Ver cualquieras citaciones de la OSHA emitidas a su empleador.
- Pedir copias de sus registros médicos, pruebas que miden los peligros en el trabajo, y registros de lesiones y enfermedades relacionadas con el trabajo.

Este cartel está disponible de la OSHA para gratis.

Los empleadores deben:

- Proveer a los trabajadores un lugar de trabajo libre de peligros reconocidos. Es ilegal discriminar contra un empleado quien ha ejercido sus derechos bajo la ley, incluyendo hablando sobre preocupaciones de seguridad o salud a usted o con la OSHA, o por reportar una lesión o enfermedad relacionada con el trabajo.
- Cumplir con todas las normas aplicables de la OSHA.
- Reportar a la OSHA todas las fatalidades relacionadas con el trabajo dentro de 8 horas, y todas hospitalizaciones, amputaciones y la perdida de un ojo dentro de 24 horas.
- Proporcionar el entrenamiento requerido a todos los trabajadores en un idioma y vocabulario que pueden entender.
- Mostrar claramente este cartel en el lugar de trabajo.
- Mostrar las citaciones de la OSHA acerca del lugar de la violación alegada.

Los empleadores de tamaño pequeño y mediano pueden recibir ASISTENCIA GRATIS para identificar y corregir los peligros sin citación o multa, a través de los programas de consultación apoyados por la OSHA en cada estado.

Llame OSHA. Podemos ayudar.

1-800-321-OSHA (6742) • TTY 1-877-889-5627 • www.osha.gov/spanish

#11

TO BE POSTED BY EMPLOYER POLICY NUMBER _____

NOTICE TO EMPLOYEES

RE: ARIZONA WORKERS' COMPENSATION LAW

All employees are hereby notified that this employer has complied with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all the rules and regulations of The Industrial Commission of Arizona made in pursuance thereof, and has secured the payment of compensation to employees by insuring the payment of such compensation with: _____

All employees are hereby further notified that in the event they do not specifically reject the provisions of the said compulsory law, they are deemed by the laws of Arizona to have accepted the provisions of said law and to have elected to accept compensation under the terms thereof; and that under the terms thereof employees have the right to reject the same by written notice thereof prior to any injury sustained, and that the blanks and forms for such notice are available to all employees at the office of this employer.

★★★★★★★★★★★★★★

PARA SER COLOCADO POR EL PATRON NUMERO DE POLIZA _____

AVISO A LOS EMPLEADOS

RE: LEY DE COMPENSACION PARA LOS TRABAJADORES DE ARIZONA

A todos los empleados se les notifica por este medio que este patron ha cumplido con las provisiones de la Ley de Compensacion para los Trabajadores de Arizona (Titulo 23, Capitulo 6, Estatutos Enmendados de Arizona) tal como han sido enmendados, y con todas las regias y ordenanzas de La Comision Industrial de Arizona hechas en cumplimiento de esta, y ha asegurado el pago de compensacion a los empleados garantizando el pago de dicha compensacion por medio de:

_____

Ademas, a todos los empleados se les notifica por este medio que en caso de que especificadamente ellos no rechazen las disposiciones de dicha ley obligatoria, se les considerara bajo las leyes de Arizona de haber aceptado las provisiones de dicha ley y de haber escogido aceptar la compensacion bajo estos terminos; tambien bajo estos terminos los empleados tienen el derecho de rechazar la misma por medio de una notificacion por escrito antes de que sufran alguna lesion, todos los formularios o formas en blanco para tal notificacion por escrito estaran disponibles para todos los empleados en la oficina de este patron.

★★★★★★★★★★★★★★

KEEP POSTED IN A CONSPICUOUS PLACE.

COLOQUESE EN LUGAR VISIBLE.

#12

DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

NOTICE TO EMPLOYEES

YOU ARE COVERED BY UNEMPLOYMENT INSURANCE (UI)

For an explanation of what this insurance means to you, visit our website at www.azui.com for a copy of the pamphlet A Guide to Arizona Benefits. You may obtain additional information from the Unemployment Insurance office by calling (602) 364-2722 in the Phoenix area, (520) 791-2722 in the Tucson area, or toll free at 1-877-600-2722.

IF YOU BECOME UNEMPLOYED, YOU MAY BE ELIGIBLE FOR UNEMPLOYMENT BENEFITS IF YOU:

- Open or reopen a claim by going on line at www.azui.com. If you do not have internet access, go to your nearest Arizona Department of Economic Security (ADES) Employment Service (ES) office for assistance.
- Were separated from your last job for a non-disqualifying reason.
- Meet the wage requirements established by law.
- Are registered for work with Arizona Job Connection – DES will attempt to register you based on the information you provide when your claim is filed.
- Actively seek work and remain available and able to accept suitable employment.
- Meet all other eligibility requirements.

You may receive partial unemployment insurance payments if your hours and wages are reduced.

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the UI Tax Office at 602-771-6606; TTY/TDD Services: 7-1-1 • Disponible en español en línea o en la oficina local.

POU-003 (8-19)

DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

AVISO A LOS EMPLEADOS

ESTÁN CUBIERTOS POR EL SEGURO POR DESEMPLEO (UI)

Para una explicación de lo que este seguro significa para usted, visite a nuestro sitio web en www.azui.com para obtener una copia del folleto Una guía a los Beneficios de Seguro por Desempleo en Arizona. Puede obtener información adicional de la oficina del Seguro por Desempleo llamando al (602) 364-2722 en el área de Phoenix, al (520) 791-2722 en el área de Tucson, o de manera gratuita al 1-877-600-2722.

SI SE QUEDA SIN EMPLEO, PUEDE TENER DERECHO A RECIBIR BENEFICIOS DE DESEMPLEO SI USTED:

- Abre o vuelve abrir un reclamo usando el sitio web en www.azui.com. Si no tiene acceso al internet, visite la oficina de Servicios de Empleo (ES, por sus siglas en inglés) del Departamento de Seguridad Económico de Arizona (ADES, por sus siglas en inglés) más cercana, para recibir ayuda.
- Quedó separado de su último empleo por un motivo que no le descalifica.
- Satisface los requisitos salariales establecidos por ley.
- Está registrado para trabajar con Arizona Job Connection. El DES intentará registrarlo en función de la información que proporcione cuando presente su reclamo.
- Busca trabajo de manera activa, y permanece disponible y dispuesto para aceptar un empleo adecuado.
- Satisface todos los demás requisitos de elegibilidad.

Si se reducen su salario y horas de trabajo, puede que reciba pagos parciales de seguro por desempleo.

Programa y Empleador con Igualdad de Oportunidades • Servicios y ayudantes auxiliares para personas con discapacidades están disponibles a petición • Para obtener este documento en otro formato u obtener información adicional sobre esta política, comuníquese con la oficina de UI Tax al 602-771-6606; Servicios de TTY/TDD: 7-1-1 • Available in English online or at the local office.

POU-003-S (8-19)

#13

THE FAIR WAGES AND HEALTHY FAMILIES ACT

Earned Paid Sick Time

EXEMPTIONS: The Fair Wages and Healthy Families Act (the "Act") does not apply to any person who is employed by a parent or a sibling; any person who is employed performing babysitting services in the employer's home on a casual basis; or any person employed by the State of Arizona or the United States government.

ENTITLEMENT AND AMOUNT: Beginning July 1, 2017, employees are entitled to earned paid sick time and accrue a minimum of one hour of earned paid sick time for every 30 hours worked, subject to the following limitations:

- Employees whose employers have less than 15 employees may only accrue or use 24 hours of earned paid sick time per year.
- Employees whose employers have 15 or more employees may only accrue or use 40 hours of earned paid sick time per year.

Employers are permitted to select higher accrual and use limits.

TERMS OF USE: Earned paid sick time may be used for the following purposes: (1) medical care or mental or physical illness, injury, or health condition; or (2) a public health emergency; and (3) absence due to domestic violence, sexual violence, abuse, or stalking. Employees may use earned paid sick time for themselves or for family members. *See* Arizona Revised Statutes § 23-373 for more information.

RETALIATION & DISCRIMINATION PROHIBITED: Employers are prohibited from discriminating against or subjecting any person to retaliation for: (1) asserting any claim or right under the Act, including requesting or using earned paid sick time; (2) assisting any person in doing so; or (3) informing any person of their rights under the Act.

ENFORCEMENT: Each employee has the right to file a complaint with the Industrial Commission's Labor Department alleging that an employer has violated the Act. Certain time limits apply. A civil action may also be filed as provided in the Act. Violations of the Act may result in penalties.

INFORMATION: For additional information regarding the Act, you may refer to the Industrial Commission's website at www.azica.gov or contact the Industrial Commission's Labor Department: 800 W. Washington, Phoenix, Arizona 85007-2022; (602) 542-4515.

THIS POSTER MUST BE CONSPICUOUSLY POSTED IN A PLACE THAT IS ACCESSIBLE TO EMPLOYEES

LEY GENERAL DE SALARIOS JUSTOS Y FAMILIAS SANAS (*FAIR WAGES AND HEALTHY FAMILIES ACT*)

Tiempo Pagado por Enfermedad Devengado

EXENCIONES: La Ley General de Salarios Justos y Familias Sanas (la "Ley General") no tendrá vigencia para las personas que sean empleadas de padres de familia o hermanos; cualquier persona que trabaje informalmente en el hogar de los patronos proporcionando servicios de cuidado de menores; o cualquier persona que sea empleada del Estado de Arizona o del gobierno de los Estados Unidos.

DERECHOS Y CANTIDADES: A partir del 1 de julio del 2017, los empleados tendrán derecho a tiempo pagado por enfermedad devengado y acumularán por lo menos una hora de tiempo pago por enfermedad devengado por cada 30 horas que trabajen, a tenor con las limitaciones siguientes:

- Los empleados cuyos patronos tengan menos de 15 empleados podrán acumular o usar 24 horas de tiempo pago por enfermedad devengado al año.
- Los empleados cuyos patronos tengan 15 empleados o más sólo podrán acumular o usar 40 horas de tiempo pagado por enfermedad devengado al año.

Se les permitirá a los patronos escoger límites mayores de acumulación y uso.

CONDICIONES DE USO: El tiempo pagado por enfermedad devengado podrá usarse para los propósitos siguientes: (1) atenciones médicas o mentales o enfermedades, lesiones o condiciones de salud física; o (2) emergencia de salud pública; y (3) ausencias debidas a violencia intrafamiliar, violencia sexual, maltrato o acosamiento. Los empleados podrán usar el tiempo pagado por enfermedad devengado para sí mismos o para familiares. *Véase* la fracción § 23-373 de las Leyes Actualizadas de Arizona (*Arizona Revised Statutes*) para más información.

REPRESALIAS Y DISCRIMEN PROHIBIDOS: Se les prohíbe a las entidades patronales discriminar contra otras personas o someterlas a represalias por: (1) afirmar sus reclamaciones o derechos de conformidad con la Ley General; (2) ayudar a cualquier otra persona a afirmar esto; o (3) informarle a cualquier otra persona sus derechos de conformidad con la Ley General.

EJECUCIÓN: Cualquier persona u organización podrá presentar una querella ante el Departamento del Trabajo de la Comisión Industrial en la que se alegue que una entidad patronal ha quebrantado la Ley General. Hay que cumplir con ciertos límites de tiempo. De conformidad con la Ley General, también se pudiera interponer una demanda civil. Las trasgresiones de la Ley General pudieran redundar en sanciones.

INFORMACIÓN: Para obtener más información sobre la Ley General, deberá buscar en la página de Internet de la Comisión: www.azica.gov; también podrá comunicarse con el Departamento del Trabajo de la Comisión Industrial: *Industrial Commission's Labor Department: 800 W. Washington, Phoenix, Arizona 85007-2022*; o llamar al teléfono (602) 542-4515.

ESTE AVISO DEBERÁ PUBLICARSE MUY VISIBLEMENTE EN UN SITIO AL QUE LOS EMPLEADOS TENGAN ACCESO

#14

CHANDLER arizona

TITLE VI

City of Chandler Title VI Notice to the Public

The City of Chandler hereby gives public notice that it is the City's policy to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person shall, on the grounds of race, color, sex, national origin, age or disability be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Federal Aid Highway program or other activity for which the City receives Federal financial assistance.

Any person, who believes his/her Title VI protection has been violated, may file a complaint. Any such complaint must be in writing and filed with the City's Title VI Program Manager within one hundred eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms may be obtained from the City by contacting:

Aviso public de Chandler sobre el Titulo VI

El Ciudad de Chandler da aviso al publico que es la norma de esta agencia asegurar cumplimiento total con el Titulo VI de la Ley de los Derechos Civiles de 1964, la Ley de Restauracion de 1987, y articulos relacionados y regulaciones en todos los programas y actividades. El Titulo VI require que ninguna persona sera discriminada por razon de raza, color, pais de origen, sexo, edad o discapacidad; sera excluida de participar en, denegar servicios de programas, ayudas o beneficios por ningun programa o actividad financiados por el gobierno federal.

Cualquier persona que crea que se ha violado su protección bajo el Titulo VI, puede presentar una queja. Esta queja debe ser por escrito con el Ciudad de Chandler dentro de los ciento ochenta (180) días de la fecha en que se alega que la discriminacion ocurrio. Para recibir formularios de reclamo por favor póngase en contacto con el Ciudad de Chandler:

钱德勒市民权法案第六章全民公告

钱德勒市在此发布公告，本市的政策是确保在所有计划和活动中完全遵守《1964 年民权法案》第六章、《1987 年民权复原法案》以及相关法规和条例。第六章要求，任何人不得因种族、肤色、性别、国籍、年龄或残疾而被排除在联邦助建高速公路计划或该市接受联邦财政援助的其他活动之外，不得被剥夺利益或受到歧视。

任何认为自己在民权法案第六章的权益受到侵犯的人可以提交投诉。任何该等投诉必须以书面形式提交，并在指称的歧视事件发生之日起一百八十 (180) 天内提交给本市民权法案第六章项目经理。民权法案第六章歧视投诉表格可通过联系以下人员获得：

City of Chandler Title VI Program Manager: Dan Haskins
Public Works & Utilities Department / PO Box 4008, Mail Stop 407, Chandler, AZ 85244-4008
480-782-3335 / Daniel.haskins@chandleraz.gov

Rev 2022-09-12

#15
DAVIS BACON WAGE DECISION

PICTURED HERE IS ONLY THE FIRST TWO PAGES (Page 1&2) OF A DAVIS BACON WAGE DECISION FOR REFERENCE ONLY. CONTRACTOR REQUIRED TO DISPLAY/PROVIDE THE ENTIRE DAVIS BACON WAGE DECISION THAT IS IN THE CONTRACT FOR THIS PROJECT ON THE JOBSITE POSTERS BOARD. **note: City of Chandler recommends maintaining the last blank page of the Davis Bacon Wage Decision to post any additional added classifications that occur during the course of the project.

"General Decision Number: AZ20240008 01/19/2024

Superseded General Decision Number: AZ20230008

State: Arizona

Construction Type: Highway

Counties: Coconino, Maricopa, Mohave, Pima, Pinal, Yavapai and Yuma Counties in Arizona.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024

1 01/19/2024

CARP0408-005 07/01/2023

	Rates	Fringes
CARPENTER (Including Cement Form Work)	$ 34.50	14.17

ENGI0428-001 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1	$ 31.69	13.52
Group 2	$ 34.96	13.52
Group 3	$ 36.04	13.52
Group 4	$ 37.07	13.52

POWER EQUIPMENT OPERATORS CLASSIFICATIONS:

GROUP 1: A-frame boom truck, air compressor, Beltcrete, boring bridge and texture, brakeman, concrete mixer (skip type), conductor, conveyor, cross timing and pipe float, curing machine, dinky (under 20 tons), elevator hoist (Husky and similar), firemen, forklift, generator (all), handler, highline cableway signalman, hydrographic mulcher, joint inserter, jumbo finishing machine, Kolman belt loader, machine conveyor, multiple power concrete saw, pavement breaker, power grizzly, pressure grout machine, pump, self-propelled chip spreading machine, slurry seal machine (Moto paver driver), small self-propelled compactor (with blade-backfill, ditch operation), straw blower, tractor (wheel type), tripper, tugger (single drum), welding machine, winch truck

GROUP 2:
ALL COUNTIES INCLUDING MARICOPA: Aggregate Plant, Asphalt plant Mixer, Bee Gee, Boring Machine, Concrete Pump, Concrete Mechanical Tamping-Spreading Finishing Machine, Concrete Batch Plant, Concrete Mixer (paving & mobile), Elevating Grader (except as otherwise classified), Field Equipment Serviceman, Locomotive Engineer (including Dinky 20 tons & over), Moto-Paver, Oiler-Driver, Operating Engineer Rigger, Power Jumbo Form Setter, Road Oil Mixing Machine, Self-Propelled Compactor (with blade-grade operation), Slip Form (power driven lifting device for concrete forms), Soil Cement Road Mixing Machine, Pipe-Wrapping & Cleaning Machine (stationary or traveling), Surface Heater & Planer, Trenching Machine, Tugger (2 or more drums).

MARICOPA COUNTY ONLY: Backhoe < 1 cu yd, Motor Grader (rough), Scraper (pneumatic tired), Roller (all types asphalt), Screed, Skip Loader (all types 3<6 cu yd), Tractor (dozer, pusher-all).

GROUP 3:
ALL COUNTIES INCLUDING MARICOPA: Auto Grade Machine, Barge, Boring Machine (including Mole, Badger & similar type directional/horizontal), Crane (crawler & pneumatic 15>100 tons), Crawler type Tractor with boom attachment & slope bar, Derrick, Gradall, Heavy Duty Mechanic-Welder, Helicopter Hoist or Pilot, Highline Cableway, Mechanical Hoist, Mucking Machine, Overhead Crane, Pile Driver

END OF JOBSITE POSTERS REQUIREMENTS SECTION

SECTION 4

DAVIS BACON WAGE DECISION

"General Decision Number: AZ20240008 01/19/2024

Superseded General Decision Number: AZ20230008

State: Arizona

Construction Type: Highway

Counties: Coconino, Maricopa, Mohave, Pima, Pinal, Yavapai and Yuma Counties in Arizona.

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Group 4	$ 37.07	13.52

POWER EQUIPMENT OPERATORS CLASSIFICATIONS:

GROUP 1: A-frame boom truck, air compressor, Beltcrete, boring bridge and texture, brakeman, concrete mixer (skip type), conductor, conveyor, cross timing and pipe float, curing machine, dinky (under 20 tons), elevator hoist (Husky and similar), firemen, forklift, generator (all), handler, highline cableway signalman, hydrographic mulcher, joint inserter, jumbo finishing machine, Kolman belt loader, machine conveyor, multiple power concrete saw, pavement breaker, power grizzly, pressure grout machine, pump, self-propelled chip spreading machine, slurry seal machine (Moto paver driver), small self-propelled compactor (with blade-backfill, ditch operation), straw blower, tractor (wheel type), tripper, tugger (single drum), welding machine, winch truck

GROUP 2:
ALL COUNTIES INCLUDING MARICOPA: Aggregate Plant, Asphalt plant Mixer, Bee Gee, Boring Machine, Concrete Pump, Concrete Mechanical Tamping-Spreading Finishing Machine, Concrete Batch Plant, Concrete Mixer (paving & mobile), Elevating Grader (except as otherwise classified), Field Equipment Serviceman, Locomotive Engineer (including Dinky 20 tons & over), Moto-Paver, Oiler-Driver, Operating Engineer Rigger, Power Jumbo Form Setter, Road Oil Mixing Machine, Self-Propelled Compactor (with blade-grade operation), Slip Form (power driven lifting device for concrete forms), Soil Cement Road Mixing Machine, Pipe-Wrapping & Cleaning Machine (stationary or traveling), Surface Heater & Planer, Trenching Machine, Tugger (2 or more drums).

MARICOPA COUNTY ONLY: Backhoe < 1 cu yd, Motor Grader (rough), Scraper (pneumatic tired), Roller (all types asphalt), Screed, Skip Loader (all types 3<6 cu yd), Tractor (dozer, pusher-all).

GROUP 3:
ALL COUNTIES INCLUDING MARICOPA: Auto Grade Machine, Barge, Boring Machine (including Mole, Badger & similar type directional/horizontal), Crane (crawler & pneumatic 15>100 tons), Crawler type Tractor with boom attachment & slope bar, Derrick, Gradall, Heavy Duty Mechanic-Welder, Helicopter Hoist or Pilot, Highline Cableway, Mechanical Hoist, Mucking Machine, Overhead Crane, Pile Driver

Engineer (portable, stationary or skid), Power Driven Ditch Lining or Ditch Trimming Machine, Remote Control Earth Moving Machine, Slip Form Paving Machine (including Gunnert, Zimmerman & similar types), Tower Crane or similar type.

MARICOPA COUNTY ONLY: Backhoe<10 cu yd, Clamshell < 10 cu yd, Concrete Pump (truck mounted with boom only), Dragline <10 cu yd, Grade Checker, Motor Grader (finish-any type power blade), Shovel < 10 cu yd.

GROUP 4: Backhoe 10 cu yd and over, Clamshell 10 cu yd and over, Crane (pneumatic or crawler 100 tons & over), Dragline 10 cu yd and over, Shovel 10 cu yd and over.

All Operators, Oilers, and Motor Crane Drivers on equipment with Booms, except concrete pumping truck booms, including Jibs, shall receive $0.01 per hour per foot over 80 ft in addition to regular rate of pay

Premium pay for performing hazardous waste removal $0.50 per hour over base rate.

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* IRON0075-004 10/01/2023

COCONINO, MARICOPA, MOHAVE, YAVAPAI & YUMA COUNTIES

	Rates	Fringes
Ironworker, Rebar	$ 32.00	18.91

Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson
Zone 2: 050 to 100 miles - Add $4.00
Zone 3: 100 to 150 miles - Add $5.00
Zone 4: 150 miles & over - Add $6.50

LABO1184-008 06/01/2023

	Rates	Fringes
Laborers:		
Group 1	$ 24.18	7.59
Group 2	$ 25.82	7.59
Group 3	$ 26.68	7.59
Group 4	$ 27.65	7.59
Group 5	$ 28.75	7.59

LABORERS CLASSIFICATIONS:

GROUP 1: All Counties: Chipper, Rip Rap Stoneman. Pinal County Only: General/Cleanup Laborer. Maricopa County Only: Flagger.

GROUP 2: Asphalt Laborer (Shoveling-excluding Asphalt Raker or Ironer), Bander, Cement Mason Tender, Concrete Mucker, Cutting Torch Operator, Fine Grader, Guinea Chaser, Power Type Concrete Buggy

GROUP 3: Chain Saw, Concrete Small Tools, Concrete Vibrating Machine, Cribber & Shorer (except tunnel), Hydraulic Jacks and similar tools, Operator and Tender of Pneumatic and Electric Tools (not herein separately classified), Pipe Caulker and Back-Up Man-Pipeline, Pipe Wrapper, Pneumatic

Gopher, Pre-Cast Manhole Erector, Rigger and Signal Man-Pipeline

GROUP 4: Air and Water Washout Nozzleman; Bio-Filter, Pressman, Installer, Operator; Scaffold Laborer; Chuck Tender; Concrete Cutting Torch; Gunite; Hand-Guided Trencher; Jackhammer and/or Pavement Breaker; Scaler (using boson's chair or safety belt); Tamper (mechanical all types).

GROUP 5: AC Dumpman, Asbestos Abatement, Asphalt Raker II, Drill Doctor/Air Tool Repairman, Hazardous Waste Removal, Lead Abatement, Lead Pipeman, Process Piping Installer, Scaler (Driller), Pest Technician/Weed Control, Scissor Lift, Hydro Mobile Scaffold Builder.

PAIN0086-001 04/01/2017

	Rates	Fringes
PAINTER		
PAINTER (Yavapai County only), SAND BLASTER/WATER BLASTER (all Counties)	$ 19.58	6.40

ZONE PAY: More than 100 miles from Old Phoenix Courthouse $3.50 additional per hour.

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* SUAZ2009-001 04/20/2009

	Rates	Fringes
CEMENT MASON	$ 19.28	3.99
ELECTRICIAN	$ 22.84	6.48
IRONWORKER (Rebar)		
Pima County	$ 23.17	14.83
Pinal County	$ 20.27	8.35
LABORER		
Asphalt Raker	$ 15.49 **	3.49
Compaction Tool Operator	$ 14.59 **	2.91
Concrete Worker	$ 13.55 **	3.20
Concrete/Asphalt Saw	$ 13.95 **	2.58
Driller-Core, diamond, wagon, air track	$ 16.94 **	3.12
Dumpman Spotter	$ 14.99 **	3.16
Fence Builder	$ 13.28 **	2.99
Flagger Coconino, Mohave, Pima, Pinal, Yavapai & Yuma	$ 12.35 **	1.59
Formsetter	$ 16.09 **	3.97
General/Cleanup Laborer Coconino, Maricopa, Mohave, Pima, Yavapai & Yuma	$ 14.54 **	3.49
Grade Setter (Pipeline)	$ 17.83	5.45
Guard Rail Installer	$ 13.28 **	2.99
Landscape Laborer	$ 11.39 **	
Landscape Sprinkler Installer	$ 15.27 **	
Pipelayer	$ 14.81 **	2.96

Powderman, Hydrasonic.....$ 16.39 ** 2.58

OPERATOR: Power Equipment

Asphalt Laydown Machine.....$ 21.19 6.05

Backhoe < 1 cu yd
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 17.37 3.85

Backhoe < 10 cu yd
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 18.72 3.59

Clamshell < 10 cu yd
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 18.72 3.59

Concrete Pump (Truck
Mounted with boom only)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 19.92 7.10

Crane (under 15 tons).....$ 21.35 7.36

Dragline (up to 10 cu yd)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 18.72 3.59

Drilling Machine
(including Water Wells).....$ 20.58 5.65

Grade Checker
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 16.04 ** 3.68

Hydrographic Seeder.....$ 15.88 ** 7.67

Mass Excavator.....$ 20.97 4.28

Milling Machine/Rotomill....$ 21.42 7.45

Motor Grader (Finish-any
type power blade)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 21.92 4.66

Motor Grader (Rough)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 20.07 4.13

Oiler.....$ 18.15 8.24

Power Sweeper.....$ 16.76 ** 4.44

Roller (all types Asphalt)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 18.27 3.99

Roller (excluding asphalt)..$ 15.65 ** 3.32

Scraper (pneumatic tired)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 17.69 3.45

Screed
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 17.54 3.72

Shovel < 10 cu yd
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 18.72 3.59

Skip Loader (all types <3
cu yd).....$ 18.28 5.30

Skip Loader (all types 3 <
6 cu yd)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 18.64 4.86

Skip Loader (all types 6 <
10 cu yd).....$ 20.15 4.52

Tractor (dozer, pusher -
all)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 17.26 2.65

PAINTER

Coconino, Maricopa, Mohave, Pima, Pinal & Yuma	$ 15.57 **	3.92
TRUCK DRIVER		
2 or 3 Axle Dump or Flatrack	$ 16.27 **	3.30
5 Axle Dump or Flatrack	$ 13.97 **	2.89
6 Axle Dump or Flatrack (< 16 cu yd)	$ 17.79	6.42
Belly Dump	$ 14.67 **	
Oil Tanker Bootman	$ 22.03	
Self-Propelled Street Sweeper	$ 13.11 **	5.48
Water Truck 2500 < 3900 gallons	$ 18.14	4.55
Water Truck 3900 gallons and over	$ 15.92 **	3.33
Water Truck under 2500 gallons	$ 15.94 **	4.16

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the

cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

SECTION 5

VERIFICATIONS STATEMENT

CHANDLER arizona

VERIFICATION STATEMENT
FOR
STATUS OF FEDERAL TAX LIENS
USE OF E-VERIFY FOR EMPLOYMENT HIRING
STATUS OF DEBARMENT
UTRACS REGISTRATION/STATUS

This form represents certifying compliance for items listed below:

a) This company has no outstanding unresolved federal tax liens, and,

b) This company uses E-Verify for employment verifications, and

c) This company has not been suspended or debarred from working on a federal funded contract, does not have a proposed debarment pending, has not been indicted, convicted, or had a civil judgement rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years as specific by Code of Federal Regulations 49 CFR.

d) This company has a current UTracs Registration/Profile.
Website: https://utracs.azdot.gov

**It is recommended that all companies working on a federal funded contract be registered on the SAM website. (www.sam.gov)

If unable to certify to the statements above, company is ineligible to enter into an agreement for federal funded contracts with the City of Chandler.

Company Name:	Rural Electric, Inc.		
Company UTracs No:	15826	**Renewal/Expiration Date:**	4/2/2027
Name of Person Signing:	John Colonna		
Title of Person Signing:	President		
Signature:			
Date	4/08/2024		

SECTION 6

BIDDERS LIST

BIDDERS LIST

This is an FAA Required Document

MUST BE SUBMITTED WITH BID

FIRM NAME	Firm Address/Telephone	Is the Firm a DBE: Yes/No
Rural Electric, Inc.	9502 E. Main St. Mesa, AZ. 85207	No

END

OF

FEDERAL DOCUMENTS

EXHIBIT F

SUBCONTRACTOR DOCUMENTS WITH CONTRACTOR

Any subcontractor assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the Contractor and their subcontractors, and do not apply to the Agreement between the Contractor and the City.

N/A

ITEM 2

CHANDLER arizona
Community of Innovation

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

Date:	June 13, 2024
To:	Mayor and Council
From:	Dana DeLong, City Clerk
Subject:	Approval of Minutes

Proposed Motion:

Move City Council approve the Council meeting minutes of the Special Meeting - Budget Briefing of April 26, 2024; the Special Meeting of May 20, 2024; the Study Session of May 20, 2024; the Work Session of May 23, 2024; the Regular Meeting of May 23, 2024; and the Special Meeting of June 3, 2024.

Attachments

Minutes of the Special Meeting - Budget Briefing of April 26, 2024
Minutes of the Special Meeting of May 20,2024
Minutes of the Study Session of May 20, 2024
Minutes of the Work Session of May 23, 2024
Minutes of the Regular Meeting of May 23, 2024
Minutes of the Special Meeting of June 3, 2024

Meeting Minutes
City Council Special Meeting
Budget Briefing

April 26, 2024 | 8:15 a.m.
Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ

Call to Order

The meeting was called to order by Mayor Kevin Hartke at 8:15 a.m.

Roll Call

Council Attendance

Mayor Kevin Hartke
Vice Mayor OD Harris
Councilmember Angel Encinas
Councilmember Christine Ellis
Councilmember Mark Stewart
Councilmember Matt Orlando
*Councilmember Jane Poston

*Councilmember Poston attended telephonically.

Staff in Attendance

Josh Wright, City Manager
Tadd Wille, Assistant City Manager
Andy Bass, Deputy City Manager
Dawn Lang, Deputy City Manager / Chief Financial Officer
Matt Dunbar, Budget and Policy Director
Catherine Dixon, Budget and Research Principal Analyst
Savana Martinez, Budget and Research Senior Analyst
Helen Parker, Budget and research Principal Analyst
Enrique Sandoval, Budget and Research Senior Analyst

Discussion

1. Opening Remarks

MAYOR HARTKE thanked the City Manager, budget team, and department directors for their time and preparation of the budget presentation. He provided comments regarding the robust conversations about the 2024-2025 budget and CIP.

2. Introduction

JOSHUA WRIGHT, City Manager, presented the following presentation.

- What Makes Chandler Different
- "Making it Happen" Ensuring Fiscal Strength and Low-Cost Services
- Budgeting to Meet Strategic Framework Focus Areas
- Budget Direction
- FY 2024-25 Proposed Budget
- Operating Budget Highlights
- FY 2024-25 Proposed Budget Drivers (all funds)
- FY 2024-25 Ongoing Decision Package Recommendations (All Funds)
- Council Priorities for One-Time Dollars
- FY 2024-25 One-Time Decision Package Recommendations (All Funds)

3. Overview of Proposed Operating and Capital Budgets

DAWN LANG, Deputy City Manager / CFO, presented the following presentation.

- Overview of FY 2024-25 Annual Proposed Budget
- Total Annual Proposed Revenue Budget (-1.6%) All Funds (in millions)

COUNCILMEMBER STEWART asked why the general fund balance increases so much year after year.

MS. LANG said this slide will provide an explanation.

COUNCILMEMBER STEWART questioned if without the carryforward, there was lower inflation, then it would have been lower budget.

MS. LANG said that was correct. In Arizona, if any capital improvement project is still underway if previously approved, the appropriation rolls forward and must be reapproved in the next year. The fund balance is vital to continue with projects.

MS. LANG continued the presentation.

- Total Annual Proposed Expenditure Budget (-1.6%) All Funds (in millions)
- Total Actual Expenditures Compared to Adopted or Proposed Budget

MATT DUNBAR, Budget and Policy Manager continued the presentation.

- Total Annual Proposed Revenue Budget (-5.4%) General Fund (in millions)
- Total Annual Proposed Expenditure Budget (-5.4%) General Fund (in millions)
- Modified Zero Based Budgeting (MZBB)
- Modified Zero Based Budgeting (MZBB) results

COUNCILMEMBER ORLANDO asked if individual cost centers were reviewed bottoms-up.

MR. DUNBAR clarified if he meant a zero-base budget.

COUNCILMEMBER ORLANDO said yes.

MR. DUNBAR said research through the Government Finance Officer Association yielded the result that true zero-base delivers little value. Most line items are core services that will be considered anyways. With a modified zero-base budget, line items with underspending or overspending are considered and quantified if lines can be reduced or increased due to historical trends. Any anomalies are examined to make changes to the budget.

COUNCILMEMBER ORLANDO said this makes sense and asked what the budget is modelled against.

MR. DUNBAR said there is not an industry standard between divisions. It is on an individual division basis. Moving forward, the team will be able to better quantify sample statistics over time and adjust accordingly.

MS. LANG continued the presentation.

- General Fund 5-Year Ongoing Forecast and Fund Balance Projections
- Revenue and Expenditure Assumptions

MAYOR HARTKE suggested that PSPRS payment could be better labeled as the City has paid off the unfunded liability.

MS. LANG said it can be labelled differently.

MS. LANG continued the presentation.

- 5-Year General Fund Ongoing Forecast Revenues vs Expenditures
- Proposed 5-Year One-Time General Fund Balance Projection
- Proposed 5-Year Enterprise Funds Fund Balance Projection
- Average Residential Cost Comparison for Water, Wastewater and Solid Waste
- Average Annual Residential Cost Comparison for Direct Services
- Impact of Tax Rate Reduction on Median Value Homeowner
- Breakdown of $1 of Typical Chandler Property Tax Bill

COUNCILMEMBER ORLANDO asked if a decrease in property tax is anticipated, and what is new from Economic Development that can maintain this rate.

MS. LANG answered that the assumptions about property tax revenue were that it would increase by 4% per year. Most of the increase in assessed value is due to new property. The current increase is due more to appreciation rather than new property. The secondary tax collected has gone up 4% or more per year. Primary tax collected has not increased as much due to the rate reductions implemented.

COUNCILMEMBER ORLANDO said new builds were considered, even though cities are behind in seeing results from assessed values.

MS. LANG confirmed the projection shows as almost two years behind on assessed values – what is happening today is a result of what happened two years ago. Another year of higher appreciation despite new property is expected. New property is considered in this revenue projection.

MR. DUNBAR continued the presentation.

- 2025-2034 Proposed Capital Improvement Program (CIP)
- Capital & Debt Management
- 2025-2034 CIP Process
- History of 10-Year CIP (in millions)
- 2025-2034 CIP Highlights
- Summary of Proposed Key General Government Capital Projects in the 1st 5-Years
- General Voter Bond Authorization
- Proposed FY 2024-25 CIP Appropriation (all funds)

4. Departments Operating and Capital Budget Presentations

MR. DUNBAR continued the presentation.

- Department Operating and CIP Presentations

Information Technology

SANDIP DHOLAKIA, Chief Information Officer, presented the following presentation.

- Top 5 FY 2023-24 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages

COUNCILMEMBER ORLANDO asked for more detail on the support analyst role.

MR. DHOLAKIA responded that this role would reside on the support team, the primary function is working on virtual meetings and Office365. Office365 features are currently being rolled out to all departments. The position would also assist in the help desk and support role.

COUNCILMEMBER ORLANDO asked if this was a former contract position or brand new.

MR. DHOLAKIA said this is a new position and the department will be reducing the number of contractors that we have by one to accommodate.

COUNCILMEMBER ORLANDO said the conversion is from a one-time cost every year for a contractor to an FTE position.

MR. DHOLAKIA said yes.

MR. DHOLAKIA continued the presentation.

- Decision Packages
- Decision Packages

COUNCILMEMBER ORLANDO asked for more information with the information security analyst FTE.

MR. DHOLAKIA said this position is for incident response triage. This would allow the department to have one FTE to fully focus on vulnerability management like policies, procedures, and standards for security.

COUNCILMEMBER ORLANDO asked if this is proactive.

MR. DHOLAKIA explained that vulnerability management is the proactive aspect, the incident management is reactive.

COUNCILMEMBER ORLANDO asked if this was previously contracted or is a new position.

MR. DHOLAKIA said it was previously contracted being transferred to FTE.

COUNCILMEMBER STEWART asked if this helps with our ransom insurance cost.

MR. DHOLAKIA said the position is not correlated to the cybersecurity insurance; the insurance coverage will be raised the end of this fiscal year due to multifactor authentication being implemented.

MR. DHOLAKIA continued the presentation.

- Decision Packages
- 2025-2034 CIP – Information Technology
- 2025-2034 CIP – Information Technology

Communication & Public Affairs

MATT BURDICK, Communication and Public Affairs Director, presented the following presentation.

- Top 5 FY 2023-24 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages

COUNCILMEMBER ELLIS asked if the position currently exists.

MR. BURDICK said correct, it has been funded previously with one-time funds.

COUNCILMEMBER ELLIS said one-time positions are being converted into ongoing.

MR. BURDICK said correct. Funds have been allocated; at this point the ask is to convert to ongoing. The number of staff will increase from three to four.

COUNCILMEMBER ORLANDO noted it will be an expansion of services as well.

MR. BURDICK said with the upgrades to the studio set, the quality of production will increase. Having staff to utilize technology and help other department use will help. This was part of the vision of the capital project. The upgrade is to a full digital media production studio.

MAYOR HARTKE asked about the $100 one-time amount for the digital media producer.

MR. BURDICK said staff will provide that information (followed up that day).

MR. BURDICK continued the presentation.

- Decision Packages
- Decision Packages

Community Services

COREY POVAR, Assistant Community Services Director, presented the following presentation.

- Top 5 FY 2023-24 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages

COUNCILMEMBER STEWART asked what contributes to the number of calls for service for security services at the Downtown Library.

MR. POVAR said the proximity of the library to the downtown area contributes to the number of calls for service. Other locations attached to school systems are served by school resource officers.

COUNCILMEMBER STEWART asked for more information on these calls for service.

MR. WRIGHT said the information will be provided.

COUNCILMEMBER POSTON asked if this is a full-time position.

MR. POVAR said it will be a temporary full time security officer.

COUNCILMEMBER POSTON requested more information on security officers throughout the city.

MR. WRIGHT said that we have worked with departments that use contracted security services. We learned that it varies by department how contracted security services are obtained. The focus is to standardize the process across departments.

COUNCILMEMBER POSTON said it is important to have someone familiar with the building location and that can work cohesively with other departments.

MAYOR HARTKE noted that any information requested will be provided to all councilmembers.

COUNCILMEMBER ELLIS asked if we have seen an increase in disturbances during summer due to sites being used as heat relief cooling centers.

MR. POVAR said we will come back with that information.

MR. POVAR continued the presentation.

- Decision Packages

MAYOR HARTKE requested the results of the tree study.

MR. POVAR said we will come back with that information.

MR. POVAR continued the presentation.

- Decision Packages

COUNCILMEMBER ORLANDO asked about the item for the Chandler Nature Center Owl's Nest Store.

MR. POVAR said this is the gift shop that is at the Chandler Nature Center which is a revenue offset. The items for the store have increased in price.

COUNCILMEMBER STEWART asked if the store is profitable.

MR. POVAR said the cost is to account for increased expenses for goods sold at the store.

MR. DUNBAR said that the store must have appropriation to purchase store inventory, this is to allow the store to bulk up inventory and anticipate more sales. This is intended to be 100% revenue offset.

MR. POVAR continued the presentation.

- Decision Packages

COUNCILMEMBER POSTON asked if Chandler shares pool chemical costs with the school district.

MR. POVAR said the cost is not shared. The city owns and operates the sites with utilities shared.

MR. POVAR continued the presentation.

- Decision Packages

COUNCILMEMBER ORLANDO asked if of the two new FTE, the one new FTE who will staff the new Tumbleweed Multi-Gen Expansion will be at a new entrance.

MR. POVAR said there will be a separate front desk at the multi-gen area.

COUNCILMEMBER ORLANDO asked for elaboration behind the second desk.

MR. POVAR said there will be separate programming and different activities within the expansion.

COUNCILMEMBER ORLANDO asked if these costs may be offset by increased revenues due to the expansion.

MR. POVAR said that our goal is for the expansion to lead to greater programming opportunities and revenue offset with enhanced programming.

COUNCILMEMBER ENCINAS asked what the maintenance service on the trees is.

MR. POVAR said the tree item is a separate service than regular park maintenance. This will be specific to professional services focused on tree care only. Parks staff have worked on trees historically, but the goal is to enhance the level of care.

COUNCILMEMBER ENCINAS asked what requires this level of care.

MR. POVAR said there are a variety of tree species. Part of tree care is removal or replanting. This contract crew can assess, make recommendations on retention, then decide on removal and replanting. This is more holistic way to assess tree health.

MAYOR HARTKE asked about tree watering schedules.

MR. POVAR said our urban forester position keeps track of tree watering schedules. The whole team hopes to address this on a large scale, as water is one of the most valuable assets in parks and recreation.

MICKEY OHLAND, Community Services Planning Manager, continued the presentation.

- 2025-2034 CIP – Community Services

MAYOR HARTKE mentioned that the Sunset Park improvements are a great addition.

MR. OHLAND said that it is a great example of ADA improvements, landscape conversions, and upgrades.

MR. OHLAND continued the presentation.

- 2025-2034 CIP – Community Services
- 2025-2034 CIP – Community Services

COUNCILMEMBER STEWART thanked staff for their work on Snedigar turf improvements.

MR. OHLAND said staff has done a great job on these improvements.

MR. OHLAND continued the presentation.

- 2025-2034 CIP – Community Services

COUNCILMEMBER ORLANDO said that the desire for cricket sporting locations has been increasing.

MR. OHLAND agreed and noted that the department is looking into long term parks improvements.

MAYOR HARTKE noted the first Chandler cricket tournament took place last year.

Neighborhood Resources

LEAH POWELL, Neighborhood Resources Director, presented the following presentation.

- Top 5 FY 2023-24 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages

RIANN BALCH, Community Resources Senior Manager, continued the presentation.

- Decision Packages

VICE MAYOR HARRIS asked how the navigator program measures success. How many interactions does it take for a navigator to be able to transition an unhoused community member into housing.

MS. BALCH said there is not a solid number, as it varies on a case-by-case basis. One of the most important things the navigators do is establish trust with that person. The navigators' working relationship with community members helps build pathways to housing and resources.

VICE MAYOR HARRIS asked how effectiveness is measured.

MS. BALCH said effectiveness is measured in multiple ways. Staff has their own methods of documentation within our homeless management information system, their supervisor monitors their work performance. The department uses standardized measures by the Department of Housing and Urban Development that are measured locally and nationally. Exit rates are standardized in the industry.

VICE MAYOR HARRIS asked what a navigator's typical day looks like.

MS. BALCH invited councilmembers to a ride along with a navigator. The navigator's work is an iterative process and can take many different forms. Seven navigators and one supervisor are a right size, which allows seven days of service throughout the city.

MAYOR HARTKE asked what the average cost of an individual living on the streets was.

MS. BALCH said estimates are about five years old, but industry numbers indicate that it takes $15,000-$20,000 to house someone for one year in affordable housing but can cost up to $250,000 in services per year to serve one individual living on the street, which includes public safety, medical, environmental services, behavioral health and more. It is financially effective to house individuals.

VICE MAYOR HARRIS said our community wants to know about the transfer that happens into housing.

COUNCILMEMBER ELLIS asked if these positions would be part time.

MS. BALCH said the goal is to eventually convert to full time employees, but at this the request is for onetime funding for the supervisor position.

COUNCILMEMBER STEWART asked what the grant funding was.

MS. BALCH said it was federal COVID-specific funding that is now coming to an end.

COUNCILMEMBER STEWART asked if the transition is now to general fund dollars to support this service.

MS. BALCH said yes.

COUNCILMEMBER ELLIS asked what happened to the two jobs remaining from the consolidation into one position.

MS. BALCH said when this started, it was three people due to the high demand. Since settling, these activities have rolled into one position. These calls come from all over the city, residents, social service agencies. One position can take care of the demand at this time.

COUNCILMEMBER ELLIS asked if the other positions were released, and if they continued working in the city.

MS. BALCH said the individuals are employed in the city, for example one is now a senior management analyst.

COUNCILMEMBER POSTON asked if we partner with non-profit services.

MS. BALCH said we partner with every possible resource. Staff works with other partners in the valley. A lot of what we do is referrals for service, but calls start in the city. We still serve in a navigation position to make the connection and ensure they get they service they need.

MS. BALCH continued the presentation.

- Decision Packages

COUNCILMEMBER ENCINAS asked about the total number of units and percentage of occupancy.

MS. BALCH said there are two contracts with room providers, one for 10 two-bedroom units, and one for 15 one-bedroom units. The occupancy rate is high due to high demand, at a 99.9% occupancy rate nightly.

COUNCILMEMBER STEWART asked if there have been any immigration issues.

MS. BALCH said there has been no immigration issues. The intake criteria are specific.

MS. POWELL continued the presentation.

- Decision Packages

COUNCILMEMBER STEWART asked how illegal dumping is investigated or enforced.

MS. POWELL said it is difficult to determine responsibility. Under current code, the property owner is responsible for maintenance, even though owners are rarely responsible for illegal dumping. It takes a great deal of staff effort to investigate the issue, a hauling contractor can take care of the issue quickly. Analysis of alley maintenance found that a hauling contract was an economical choice.

COUNCILMEMBER ELLIS asked what can be done to discourage illegal dumping behavior.

MS. POWELL said that having a dedicated staff member can identify hotspots and begin identification of hotspots around Chandler. Signage and monitoring cameras can help staff react depending on the circumstances.

VICE MAYOR HARRIS asked to see more collaboration with police about the illegal dumping issue.

MS. POWELL continued the presentation.

- Decision Packages

Fire

TOM DWIGGINS, Fire Chief, presented the following presentation.

- Top 5 FY 2023-24 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages

COUNCILMEMBER STEWART commented that it is great to hear about the effectiveness of the cancer screenings and asked how we can expand this program. Councilmember Stewart asked what is being solved with changes in fire code and fee changes.

CHIEF DWIGGINS responded that over last year's inspections, 70% of last year's inspections were reinspections. Inspectors are not able to complete all categories of inspections due to the amount of reinspections. Most of the time code violations are minor and are resulting from regular service needs and annual checks. Fire code inspectors need to enforce any violations they may see otherwise the liability would fall upon the city. Inspectors advocate for the business to find sensible solutions especially when it comes to costs for small businesses.

COUNCILMEMBER STEWART thanked staff.

COUNCILMEMBER ELLIS said the cancer screening program is working to save firefighters' lives, to hear that 94% of the department takes advantage of the program is great so it should be continued. Councilmember Ellis commented that fire code inspection is important to save lives and the focus is on educating the community.

CHIEF DWIGGINS noted that the employee buy-in has been great.

COUNCILMEMBER ORLANDO asked about the 28 new firefighter positions.

CHIEF DWIGGINS said this was from the current budget year, the firefighters were completing the academy. The eight rover positions allow for fulltime employees to take time off. If a firefighter is leaving their position early, a new firefighter is enrolled in the academy to anticipate the vacancy ahead of time.

COUNCILMEMBER ORLANDO thanked and congratulated retiring employees.

Law

KELLY SCHWAB, City Attorney presented the following presentation.

- Top 5 FY 2023-24 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages

MS. SCHWAB and DANA DELONG, City Clerk presented this presentation.

- Top 5 FY 2023-24 Accomplishments Records Management – Law Department and City Clerk

City Clerk

MS. DELONG presented the following presentation.

- Top 5 FY 2023-24 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources

- Decision Packages

COUNCILMEMBER ORLANDO thanked the departments and looked forward to sharing the Archived Records Search with residents.

City Magistrate

ALICIA SKUPIN, City Magistrate, presented the following presentation.

- Top 5 FY 2023-24 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages

COUNCILMEMBER ORLANDO said the night court services save a great deal of funds.

JUDGE SKUPIN explained that there has been a small court historically, having afternoon jail court reduces the time spent in detention, and allows officers to process individuals quicker. These accommodations are a great benefit to the city.

COUNCILMEMBER ORLANDO encouraged the expansion of these programs.

City Manager and Organizational Support

City Manager

STEVEN TURNER, Sustainability and Performance Officer, presented the following presentation.

- City Manager Team
- Top 5 FY 2023-24 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages
- 2025-2034 CIP – Non-departmental

Diversity, Equity and Inclusion

NIKI TAPIA, Diversity, Equity and Inclusion Officer, presented the following presentation.

- Top 5 FY 2023-24 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages

MAYOR HARTKE noted the Sister Cities program has returned and looked forward to where it goes with new leadership.

Council recessed at 11:29 p.m.
Council reconvened at 12:18 p.m. with all members present.

Human Resources

RAE LYNN NIELSEN, Human Resources Director, presented the following presentation.

- Top 5 FY 2023-24 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages

Economic Development

MICAH MIRANDA, Economic Development Director, presented the following presentation.

- Top 5 FY 2023-24 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages
- 2025-2034 CIP – Economic Development

COUNCILMEMBER ELLIS asked about the progress of the infill development program.

MR. MIRANDA said the program is active. A roundtable will be hosted with experts to push the project out. There are not any formal contracts at this time but will continue to work to gain traction.

COUNCILMEMBER ELLIS asked about Maricopa Community College scholarships.

MR. MIRANDA said the funds have been placed, our workforce development project manager published these with the school district and worked to understand student needs. The scholarship program is accepting applications.

COUNCILMEMBER ELLIS expressed excitement to hear more about the scholarship once awarded.

COUNCILMEMBER ORLANDO asked to hear more about the workforce development position in the department.

MR. MIRANDA said the new position was hired in October. The first few months we met with stakeholders to understand their needs from the business and education side. Formal partnerships with other organizations met to discuss each need. The delivery of the scholarship program targets advanced manufacturing jobs, and the plan is to move forward to implement the website with CGCC and pair up students with companies in demand. This allows a single point of contact for these workforce development questions. It has proven to be very useful with local businesses.

COUNCILMEMBER ORLANDO asked to see objectives, metrics, and how we measure success.

MR. MIRANDA said the metrics are in development which will be different focus areas with these partners.

COUNCILMEMBER ORLANDO asked when Council can anticipate seeing results.

MR. MIRANDA answered that after the website is implemented in May.

COUNCILMEMBER STEWART asked if the goal is business retention in the city.

MR. MIRANDA said that is one of the goals is to serve as a community connector to connect supply and demand between employees and employers.

COUNCILMEMBER STEWART asked if this is considered a pilot program.

MR. MIRANDA said yes.

COUNCILMEMBER POSTON asked what we are doing to reach K-12 students.

MR. MIRANDA said the department works with CUSD with their workforce development team and CTE professionals to share these opportunities. At the K-12 level, exposure is difficult. It depends on a company-by-company basis.

COUNCILMEMBER POSTON thanked staff for their work with educational partners.

MAYOR HARTKE noted that the STEAM night at Hancock Elementary was impressive with our different partners and engaging students.

VICE MAYOR HARRIS added that it is important to incorporate local companies into the Innovation Fair and other activities.

Building and Facilities

MICHAEL HOLLINGSWORTH, Facilities & Fleet Manager, presented the following presentation.

- Top 5 FY 2023-24 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages
- 2025-2034 CIP General Government – Building & Facilities
- 2025-2034 CIP General Government – Building & Facilities

MAYOR HARTKE asked about the mezzanine area in City Hall.

MR. HOLLINGSWORTH answered that the plan is to convert it into an enclosed exercise and employee activity area, event hosting, and food preparation area.

MAYOR HARTKE asked if this will require HVAC improvements.

MR. HOLLINGSWORTH replied that HVAC, electrical, and audio-visual improvements will be made.

MAYOR HARKE asked if this was the first time this item was being presented.

MR. WRIGHT said this item has appeared before, but staff are still reviewing plans. This will come before Council later.

MR. HOLLINGSWORTH clarified we are still in design development.

COUNCILMEMBER ORLANDO said the original idea behind this was to rent out the space for a revenue stream.

MR. HOLLINGSWORTH said that is still a possibility.

COUNCILMEMBER ORLANDO said the city is short on meeting spaces and rooms and asked to research this.

COUNCILMEMBER STEWART asked about the right size study of city buildings.

MR. HOLLINGSWORTH said improvements in City Hall are being made. In regard to the IT building, the expense to move the systems out of the building was costly and would not have been effective. There are other efficiencies to improve within existing buildings.

COUNCILMEMBER STEWART requested more information.

MR. WRIGHT said the study is to find ways to offload real estate and avoid need for future real estate. Current renovations are to make better use of space as the city grows. There are some facilities being investigated to see if they can be consolidated with other areas. One challenge is due to the systems within the buildings, such as the IT data center, relocation costs were high.

MR. HOLLINGSWORTH said there are other examples of systems which are expensive to relocate.

MAYOR HARTKE said part of the Tumbleweed expansion was to repurpose the existing senior center, and asked what the current philosophy behind the expansion was.

MR. HOLLINGSWORTH responded that this is still underway.

MR. WRIGHT mentioned that there are decision points about these buildings coming forward in the future – the community center and senior center are linked with each other. The buildings were built in 1986 and have been updated, but once the multigenerational center is functioning at Tumbleweed, that would be a good time to see how people use these services and survey options.

Fleet Services

MR. HOLLINGSWORTH presented the following presentation.

- Top 5 FY 2023-24 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages

MAYOR HARTKE asked how the remote solar charging stations are coming along.

MR. HOLLINGSWORTH said it was purchased two years ago, it is effective and works great.

Airport

RYAN REEVES, Airport Manager, presented the following presentation.

- Top 5 FY 2023-24 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages
- Decision Packages
- 2025-2034 CIP – Airport
- 2025-2034 CIP – Airport
- 2025-2034 CIP – Airport
- 2025-2034 CIP – Airport

MAYOR HARTKE asked about future Airport Days.

MR. REEVES said the plan moving forward is to host Airport Days biannually. Smaller events are in development with local airport-based community group organizations.

COUNCILMEMBER ORLANDO asked to communicate with the public clearly that the runway improvements are in a planning phase and will have public input with open communication.

MR. REEVES agreed, the study is underway to look at the FAA requirements. The study looks at environmental studies which studies residential interaction.

COUNCILMEMBER ORLANDO asked about the hangar maintenance program item, are these owned or leased hangars.

MR. REEVES said these are the city-owned hangars that are leased monthly to tenants. The other hangars are on long term development lease agreements with the city for exclusive use of hangars. The department currently has operating budget funding to replace mechanicals within hangars on an as-needed basis. This item is for the structural steel of the hangars that are corroding.

COUNCILMEMBER ORLANDO asked if this would cause the lease rent to increase.

MR. REEVES said the first strategic plan is underway; the financial analysis is in progress and taking community input.

MAYOR HARTKE requested more information on the enterprise fund covering the operational budget.

Transportation Policy

RYAN PETERS, Strategic Initiatives Director, presented the following presentation.

- Top 5 FY 2023-24 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages
- Decision Packages
- Decision Packages
- 2025-2034 CIP General Government – Transportation Policy
- 2025-2034 CIP General Government – Transportation Policy
- 2025-2034 CIP General Government – Transportation Policy

Management Services

MS. LANG presented the following presentation.

- Top 5 FY 2023-24 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Financial Highlights: Non-Departmental
- Decision Packages
- Decision Packages – Non-Departmental

Development Services

ANDY BASS, Deputy City Manager / Acting Development Services Director, presented the following presentation.

- Top 5 FY 2023-24 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages
- 2025-2034 CIP – Development Services

COUNCILMEMBER POSTON asked for an overview of what expenses are involved in a general plan update.

MR. BASS mentioned that the expenses are from hiring a consultant to lead the process and public meetings. Staff has reached out to surrounding cities who have recently updated their general plans to get this cost estimate.

MAYOR HARTKE added that Council will discuss this at our next Council meeting retreat.

COUNCILMEMBER ORLANDO said there has been a lot of focus on fiber, independent hubs serve as a backchannel.

MR. BASS said it is a redundant system.

Cultural Development

KIM MOYERS, Cultural Development Director, presented the following presentation.

- Top 5 FY 2023-24 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages
- 2025-2034 CIP – Cultural Development
- 2025-2034 CIP – Cultural Development
- 2025-2034 CIP – Cultural Development

MAYOR HARTKE asked what the percentage of occupancy of use of facility rentals are.

MR. WRIGHT said that information will be provided.

MAYOR HARTKE asked when the Dr. A. J. Chandler Park item would be up for Council discussion.

MR. WRIGHT said there will be a work session in May to discuss the park improvements.

MAYOR HARTKE asked when the start date for downtown construction begin.

MS. MOYERS said the project will start in May, from San Marcos hotel to California St. through the summer. This item is a different project which will occur later.

COUNCILMEMBER STEWART asked about communication with business owners.

MS. MOYERS said staff has been working with businesses downtown communicating about construction changes.

COUNCILMEMBER ORLANDO asked to hear about the Arts and Economic Development event that was just hosted.

MS. MOYERS said the results would be shared with council.

Public Works & Utilities

JOHN KNUDSON, Public Works and Utilities Director, presented the following presentation.

- Top 5 FY 2023-24 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages

COUNCILMEMBER ORLANDO asked where the chargeback is charged to for the project manager.

MR. KNUDSON said there is a 2% staff charge included in budgets. 80% of salary comes from CIP accounts, not drawn directly from general fund.

COUNCILMEMBER ORLANDO asked if the department pays the percentage.

MR. KNUDSON said that is correct.

- 2025-2034 CIP – Streets
- 2025-2034 CIP – Streets
- 2025-2034 CIP – Streets
- 2025-2034 CIP – Streets
- 2025-2034 CIP – Streets

MAYOR HARTKE asked about how improvements are made in collaboration with businesses.

MR. KNUDSON said staff works with businesses closely during design and construction of intersections.

MR. WRIGHT said other information will be presented.

MR. KNUDSON continued the presentation.

- 2025-2034 CIP – Streets
- 2025-2034 CIP – Streets

MAYOR HARTKE asked when the turf to xeriscape program study will be complete.

MR. KNUDSON said it is in design. There are 56 acres to investigate. Some neighborhoods do use these retention basins, so the number of areas up for the conversion may reduce. There is a time limit on the grant, so the program will advance to see construction next year, after public outreach.

MAYOR HARTKE asked to see more information.

MR. WRIGHT said this will come back for a construction contract as well.

MR. KNUDSON continued the presentation.

- 2025-2034 CIP – Streets

MAYOR HARTKE asked when will the Queen Creek Road project be pushed back due to other construction.

MR. KNUDSON said there is not a direct link between the I-10 and Price interchange projects. A safety study of the intersection is underway; work is still years out.

MAYOR HARTKE asked if there is a timeline for state work.

MR. KNUDSON said a timeline is unknown.

MR. KNUDSON continued the presentation.

- 2025-2034 CIP – Streets

JEREMY ABBOTT, Public Works and Utilities Assistant Director, continued the presentation.

- Decision Packages
- Decision Packages

VICE MAYOR HARRIS mentioned that the principal engineer job position needs to be competitive in this job market.

MR. ABBOTT with the recent HR class and comp study, the principal engineer is right sized for the experience and licensing needed.

MR. ABBOTT continued the presentation.

- Decision Packages

COUNCILMEMBER STEWART asked how the payback of the Ocotillo Brine Reduction Facility works.

MR. ABBOTT explained that Intel receives a monthly bill and plans their budget in close coordination with the city to ensure the fees are paid monthly.

COUNCILMEMBER STEWART said Intel is aware of the increase and asked if all the cost will be recovered.

MR. ABBOTT said yes, and all the cost will be recovered.

MR. ABBOTT continued the presentation.

- Decision Packages

COUNCILMEMBER ORLANDO asked if the FTE onboard here is due to the expansion of physical services like repair and increase services for residents.

MR. ABBOTT said some of the positions are related to infrastructure and provide an increased level of service.

MR. ABBOTT continued the presentation.

- Decision Packages
- 2025-2034 CIP – Wastewater
- 2025-2034 CIP – Wastewater

- 2025-2034 CIP – Wastewater
- 2025-2034 CIP – Wastewater

MAYOR HARTKE asked where the Santan Freeway 66-inch sewer line is.

MR. ABBOTT said it is located between Dobson and Price roads.

MR. ABBOTT continued the presentation.
- 2025-2034 CIP – Water
- 2025-2034 CIP – Water

COUNCILMEMBER ORLANDO asked about the water treatment plant improvements.

MR. ABBOTT said there are no changes, this year and next year there is a significant CIP. Currently testing to see how the system is performing in treating water from the SRP system is being conducted. This includes the rehab of existing filters, and identification of the need for additional filters, and any additional treatment processes to meet our water quality.

COUNCILMEMBER ORLANDO said this is not an expansion of the plant, but rather adapting to anticipated different kinds of water.

MR. ABBOTT said yes, the capacity is not increasing, the treatment processes can just handle different water quality.

MR. ABBOTT continued the presentation.
- 2025-2034 CIP – Water
- 2025-2034 CIP – Water

MAYOR HARTKE asked if the automatic meter infrastructure would provide real-time updates.

MR. ABBOTT said the reality is that the system can be programmed based on number of meters – the end results will not be second-to-second, but in set intervals of relaying water use information.

MR. ABBOTT continued the presentation.
- 2025-2034 CIP – Water

COUNCILMEMBER STEWART asked if this is connected to the fire department emergency operations center.

MR. ABBOTT say it is similar, the same technology for communication would be implemented and would allow for redundancy.

COUNCILMEMBER STEWART asked what this accomplishes in case of emergency.

MR. ABBOTT explained that the department needs a central location to communicate with department staff in case of an emergency.

COUNCILMEMBER STEWART asked if there is currently a location that would serve the department in an emergency.

MR. ABBOTT said there is not.

COUNCILMEMBER STEWART asked what else is needed.

MR. ABBOTT explained that the ability to communicate with the outside world, such as satellite phones to communicate with staff.

COUNCILMEMBER STEWART requested more information later.

MR. ABBOTT continued the presentation.

- 2025-2034 CIP – Water
- 2025-2034 CIP – Solid Waste

Police

MELISSA DEANDA, Acting Police Chief, presented the following presentation.

- Top 5 FY 2023-24 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages

MAYOR HARTKE said there has been recent investment in cameras, would this be accessible into the real time crime center.

CHIEF DEANDA said the goal is for the new cameras to be integrated into the real time crime center to support our officers and our community.

COUNCILMEMBER ORLANDO asked about the progress on hiring for the two FTE.

CHIEF DEANDA said two FTE are in the hiring process, the ask is for two additional.

COUNCILMEMBER ORLANDO said there will be two new FTE after July 1.

CHIEF DEANDA confirmed.

COUNCILMEMBER ORLANDO asked if the technology is on backorder and asked about the operational timeline.

CHIEF DEANDA said the technology has been ordered. The goal is to be operational shortly.

CHIEF DEANDA continued the presentation.

- Decision Packages

COUNCILMEMBER ELLIS asked if there are three Solari counselors.

CHIEF DEANDA said there is one counselor working 20 hours a week.

COUNCILMEMBER ELLIS asked if there is anyone taking calls.

CHIEF DEANDA said they assist personnel with triaging 911 calls.

COUNCILMEMBER ELLIS thought there were three counselors.

CHIEF DEANDA said there is one counselor embedded in the department. There has been multiple Solari employees over time working in the department, one at a time.

COUNCILMEMBER ELLIS asked if this is a part time employee.

CHIEF DEANDA said this is a part time employee that works 20 hours per week.

COUNCILMEMBER ELLIS asked if this is one-time funding.

CHIEF DEANDA said yes.

COUNCILMEMBER ELLIS asked if there was enough support for the demand.

MR. WRIGHT requested clarification from staff.

CHIEF DEANDA explained that this employee helps triage incoming 911 calls and helps train all communications staff to ensure our staff has the knowledge on these calls when the counselor is not there.

COUNCILMEMBER ELLIS asked if the goal to phase out the Solari employee after training communication staff.

CHIEF DEANDA said the goal is to phase the program. There are many vacancies in our communications center. The need will be assessed on a yearly basis.

COUNCILMEMBER ELLIS mentioned looking for a mental health services background when hiring new employees.

CHIEF DEANDA said our communications division will continue Solari training.

COUNCILMEMBER ORLANDO asked if the intention was to relieve dispatchers from calls for mental health services.

CHIEF DEANDA said this is occurring. The partnership with Solari allows staff to hand off calls to a Solari counselor. Solari takes these calls away from our communications center, we can also respond appropriately with a crisis response team or other resources.

COUNCILMEMBER ORLANDO asked if calls are transferred if the Solari counselor is not there.

CHIEF DEANDA said the Solari counselor is embedded in the division, but staff can also transfer calls at any time. The Solari liaison helps triage and transfer calls.

COUNCILMEMBER ORLANDO asked for more discussion on this.

MAYOR HARTKE said this pilot program was to build the relationship with Solari to build mental health resources within the communication staff to work collaboratively as well as the embedded employee.

CHIEF DEANDA said the department wants to be able to partner with mental health services to better serve our community.

DAVID RAMER, Assistant Police Chief, continued the presentation.

- Decision Packages

MAYOR HARTKE commented that the savings from LED light conversions should not be the language used to communicate about these FTE.

MR. WRIGHT said the messaging is about the general plan funds.

COUNCILMEMBER ELLIS asked about the embedded clinician contract services.

CHIEF RAMER said the department is working with a company that may have many clinicians.

COUNCILMEMBER ELLIS asked if this is a continuation of the mental health services in the department.

CHIEF RAMER said this is specifically to identify a clinician that supports personnel.

CHIEF RAMER continued the presentation.

- Decision Packages
- Decision Packages

MAYOR HARTKE asked how many over hires are there.

CHIEF RAMER said there are ten ARPA funded and 15 over hires in the current year.

MAYOR HARTKE asked if we are short any of the authorized amount.

CHIEF RAMER said we are short of the authorized amount considering vacancies. The total count is 363 officers.

CHIEF RAMER continued the presentation.

- Decision Packages

MAYOR HARTKE asked about the outcome of the School Education Engagement Program.

CHIEF RAMER said the department is happy with the results. This is an engagement opportunity with this generation to teach safety skills.

COUNCILMEMBER ELLIS asked if School Education officers are available to present at other community events.

CHIEF RAMER said that can be arranged.

COUNCILMEMBER ELLIS said this is an opportunity engage the community at conferences and events.

CHIEF RAMER said we love to engage the community.

COUNCILMEMBER ORLANDO asked if it is easier to hire officers now that the program has kicked off.

CHIEF RAMER said it depends on the officers; it is easy to do an internal transfer.

JASON SIECZKOWSKI, Acting Assistant Police Chief, continued the presentation.

- Decision Packages
- 2025-2034 CIP – Police

COUNCILMEMBER STEWART asked if there is potential to combine with other municipalities to work on the Forensic Services Facility.

MR. WRIGHT said staff is actively discussing partnerships with other municipalities.

COUNCILMEMBER STEWART said this is a great opportunity.

MR. WRIGHT said it is in discussion.

VICE MAYOR HARRIS requested more information on the business plan for this facility.

MR. WRIGHT said they are working on design now, with construction to follow later.

VICE MAYOR HARRIS said it is not uncommon to share facilities like this.

CHIEF SIECZKOWSKI continued the presentation.

- 2025-2034 CIP – Police
- 2025-2034 CIP – Police

5. Wrap-up

MR. DUNBAR presented the following presentation.

- Final Comments
- Thank you!

MR. WRIGHT thanked Mayor and Council. The effort to put together the budget is a huge undertaking, and thanked budget staff for this work.

COUNCILMEMBER STEWART commented that the city continually invests better services and better value for our neighbors.

VICE MAYOR HARRIS noted that this budget is very fiscally sound and represents the people of Chandler.

COUNCILMEMBER ELLIS said our work done daily serves our residents, and it is important to be able to share budget information.

COUNCILMEMBER ENCINAS said this is one of the most important duties of a councilmember with our commitment to our residents.

MAYOR HARTKE thanked staff for their work on the budget presentation. Mayor Hartke thanked Council for their diligence to create a great budget that represents our city.

Adjourn

The meeting was adjourned at 3:12 p.m.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: June 13, 2024

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the City Council of Chandler, Arizona, held on the 26th day of April 2024. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of June, 2024.

_____
City Clerk

Meeting Minutes
City Council Special Meeting

May 20, 2024 | 4:00 p.m.
Council Chambers Conference Room
88 E. Chicago St., Chandler, AZ

Call to Order

The meeting was called to order by Mayor Kevin Hartke at 4:00 p.m.

Roll Call

Council Attendance

Mayor Kevin Hartke
Vice Mayor OD Harris
Councilmember Angel Encinas
Councilmember Christine Ellis
Councilmember Mark Stewart
Councilmember Matt Orlando
Councilmember Jane Poston, attended telephonically

Appointee Attendance

Joshua Wright, City Manager
Kelly Schwab, City Attorney
Dana DeLong, City Clerk

Set an Executive Session

1. Property--A.R.S. Section 38-431.03(A)(3) and (A)(7) - Discussion and consultation with legal counsel for legal advice and with designated representatives of the City in order to consider its position and instruct its representatives regarding negotiations for the purchase of real property for development.

2. Contracts, Property--A.R.S. Section 38-431.03(A)(3) and (A)(7) - Discussion and consultation with legal counsel for legal advice and with designated representatives of the City in order to consider its position and instruct its representatives regarding negotiation of a development agreement for public housing sites and potential property acquisition.

Action Agenda Motion and Vote

Councilmember Stewart moved to hold an Executive Session Meeting immediately following the Special Meeting; Seconded by Vice Mayor Harris.

Motion carried unanimously (7-0).

Adjourn

The meeting was adjourned at 4:01 pm.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: June 13, 2024

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the City Council of Chandler, Arizona, held on the 20th day of May 2024. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of June, 2024.

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City Clerk

Meeting Minutes
City Council Study Session

May 20, 2024 | 6:00 p.m.
Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ

Call to Order
The meeting was called to order by Mayor Kevin Hartke at 6:00 p.m.

Roll Call
Council Attendance
Mayor Kevin Hartke
Vice Mayor OD Harris
Councilmember Angel Encinas
Councilmember Christine Ellis
Councilmember Mark Stewart
Councilmember Matt Orlando
Councilmember Jane Poston

Appointee Attendance
Joshua Wright, City Manager
Kelly Schwab, City Attorney
Dana DeLong, City Clerk

Scheduled Public Appearances
MAYOR HARTKE invited Vice Mayor Harris to join him for the recognitions.

1. Recognition - Science Olympiad Team - Paragon Science Academy
MAYOR HARTKE recognized the Science Olympiad Team-Paragon Science Academy, Coach Ms. Colo, the students, and their mentors for placing first at the 2024 Arizona Science Olympiad State Championship.

2. Recognition - Czaryna Lingat - Paragon Science Academy
MAYOR HARTKE recognized Czaryna Lingat for her honorable mention in the C-SPAN Student Cam documentary competition.

3. Recognition - We the People Academic Competition - Hamilton High School
MAYOR HARTKE recognized Hamilton High We the People group, representing Arizona at the We the People Academic Competition National Finals in Leesburg, Virginia.

Consent Agenda and Discussion

Discussion was held on items 15 and 19.

Airport

1. Job Order Project Agreement No. AI2403.401 with DNG Construction, LLC, Pursuant to Job Order Master Agreement No. JOC2403.401, for the Taxiway C Lighting & Cable Replacement
   Move City Council award Job Order Project Agreement No. AI2403.401 to DNG Construction, LLC, Pursuant to Job Order Master Agreement No. JOC2403.401, for the Taxiway C Lighting & Cable Replacement, in an amount not to exceed $495,479.

City Clerk

2. April 2024 City Council Minutes
   Move to approve the Council meeting minutes of the Work Session of April 19, 2024, Study Session of April 19, 2024, the Special Meeting - Micro Retreat of April 21, 2024, the Special Meeting of April 22, 2024, and the Regular Meeting of April 22, 2024.

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

City Manager

4. Resolution No. 5806 Authorizing the Execution of an Intergovernmental Agreement for the Platinum Program between the Regional Public Transportation Authority (RPTA) and the City of Chandler
   Move City Council pass and adopt Resolution No. 5806 authorizing the execution of an Intergovernmental Agreement for the Platinum Program between the Regional Public Transportation Authority and the City of Chandler.

Development Services

5. Resolution No. 5805 Amending Section 23 Area Plan, Introduction and Tentative Adoption of Ordinance No. 5099, Rezoning, Preliminary Development Plan, and Preliminary Plat, PLH24-0012/PLH23-0056/PLT23-0022 Viviendo, Located at the Southeast Corner of Ocotillo and McQueen Roads
   Area Plan
   Move City Council pass and adopt Resolution No. 5805 Section 23 Area Plan amendment, PLH24-0012, as recommended by Planning and Zoning Commission.

   Rezoning
   Move City Council introduce and tentatively adopt Ordinance No. 5099 approving PLH23-0056 Viviendo, Rezoning from PAD for Neighborhood Commercial and congregate care to

PAD for single-family residential, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan
Move City Council approve Preliminary Development Plan PLH23-0056 Viviendo for sudivision layout and housing product, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Plat
Move City Council approve Preliminary Plat PLT23-0022 Viviendo, subject to the conditions as recommended by Planning and Zoning Commission.

6. Use Permit, PLH23-0067 All Copy, Allowing Office/Warehouse Uses, at the Northwest Corner of Chicago Street and Beck Avenue, Generally Located ¼ Mile East and South of 56th Street and Chandler Boulevard
Move City Council approve Use Permit PLH23-0067 All Copy, subject to the conditions recommended by Planning and Zoning Commission.

7. Use Permit, PLH24-0005 Gold Trust Realty, to Allow Operation of a Real Estate Office in a Single-family Residential Home at 200 S. Dobson Road, Generally Located North of the Northwest Corner of Dobson and Frye Roads
Move City Council approve Use Permit PLH24-0005, subject to the conditions recommended by Planning and Zoning Commission.

Management Services

8. Agreement No. MS1-926-4312, Amendment No. 3, for Emergency Environmental Response and Remediation Services
Move City Council approve Agreement No. MS1-926-4312, Amendment No. 3, with Emergency Environmental Services; GrayMar Environmental Services, Inc.; and Kary Environmental Services, for emergency environmental response and remediation services, in a combined amount not to exceed $150,000, for the period of one year, beginning July 1, 2024, through June 30, 2025.

9. Purchase of Janitorial and Sanitation Supplies
Move City Council approve the purchase of janitorial and sanitation supplies, from Waxie Sanitary Supply, utilizing the City of Tucson Contract No. 202329-01, in an amount not to exceed $250,000, for the period of June 1, 2024, through May 31, 2025.

10. Agreement No. WH3-890-4597, Amendment No. 1, for Waterworks Supplies
Move City Council approve Agreement No. WH3-890-4597, Amendment No. 1, with Core and Main, LP, and Ferguson Enterprises, LLC, for waterworks supplies, in an amount not to exceed $650,000, for the period of June 1, 2024, through May 31, 2025.

11. New License Series 12, Restaurant Liquor License Application for David Adam Tipp, Agent, Divit, Inc., DBA Beauty Lounge Bar
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 288925, a Series 12, Restaurant Liquor License, for David Adam Tipp, Agent, Divit, Inc., DBA Beauty Lounge Bar, located at 1655 W. Chandler Boulevard, Suite 1, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 200781.

Police Department

12. Final Adoption of Ordinance No. 5096, Repealing and Replacing Section 11-16 of Chapter 11 of the Code of the City of Chandler in its Entirety and Retitling as "Unruly Gathering"
Move City Council adopt Ordinance No. 5096, amending the Code of the City of Chandler, Chapter 11, Curfew, Graffiti, Smoking and Miscellaneous Offenses, by repealing and replacing Section 11-16 in its entirety; retitling Section 11-16 as "Unruly Gathering"; providing for repeal of conflicting ordinances; providing for severability, and providing for penalities.

13. Final Adoption of Ordinance No. 5097, Amending Chapter 11 of the Code of the City of Chandler by Adding Section 11-18 "Brass Knuckles"
Move City Council adopt Ordinance No. 5097, amending the Code of the City of Chandler, Chapter 11, Curfew, Graffiti, Smoking and Miscellaneous Offenses, by adding Section 11-18 "Brass Knuckles"; providing for repeal of conflicting ordinances; providing for severability, and providing for penalties.

14. Resolution No. 5808 Accepting a Grant from the Fentanyl Prosecution, Diversion and Testing Funding Program in the Amount of $152,527.49
Move City Council pass and adopt Resolution No. 5808 accepting a grant award from the State of Arizona Department of Public Safety Fentanyl Prosecution, Diversion and Testing Funding Program in the amount of $152,527.49 and authorizing the Chief of Police, as designated by the City Manager, to conduct all negotiations and to execute and submit all documents necessary in connection with such program.

Public Works and Utilities

15. Introduction of Ordinance No. 5098 Granting a Non-Exclusive Underground High Voltage Power Easement to Salt River Project Agricultural Improvement and Power District (SRP) to Accommodate the Installation of Electric Vehicle Charging Stations on the Amazon Site at 3405 S. McQueen Road, Chandler, Arizona
Move City Council introduce and tentatively adopt Ordinance No. 5098 granting a Non-Exclusive Underground High Voltage Power Easement to SRP, in consideration for the payment of $18,500.00 to accommodate the installation of electric vehicle charging stations on the Amazon site at 3405 S. McQueen Road, Chandler, Arizona.

COUNCILMEMBER ORLANDO expressed concerns about the traffic delays and truck rerouting outside the neighborhood.

JOHN KNUDSON, Public Works and Utilities Director, explained that the easement related to the SRP work is necessary to bring additional power onto the Amazon property. SRP has a contract with Amazon to install additional cabling into the facility to power up more car charging or truck charging stations. The conduit is already in the ground, so the hard part is done. SRP will come in and run cabling through these conduits, which is minimally invasive and will not require any road closures. There will be a few necessary excavations, including one near Queen Creek Road to tie the cabling into the existing cabinets, and potentially some small excavations at right-angle corners. However, this will not affect major traffic routes. The work is expected to be completed by October 4 and will take place between July and October.

COUNCILMEMBER ORLANDO commented that there had been issues with going into the neighborhoods and wants to ensure that everything is good.

16. Professional Services Agreement No. ST2403.101, with Kimley-Horn and Associates, Inc., for the McQueen Road Improvements (Warner Road to Pecos Road) Pre-Design Services
Move City Council award Professional Services Agreement No. ST2403.101, to Kimley-Horn and Associates, Inc., for the McQueen Road Improvements (Warner Road to Pecos Road) Pre-Design Services, in an amount not to exceed $328,565.

17. Construction Agreement No. WA1903.401 & WA1908.401, Change Order No. 6, with Achen-Gardner Construction, LLC, for the Arrowhead Water Production Facility Rehabilitation and Pecos Surface Water Treatment Plant Surge System
Move City Council award Construction Agreement No. WA1903.401 & WA1908.401, Change Order No.6, to Achen-Gardner Construction, LLC, in the amount of $353,512.43.

18. Professional Services Agreement No. WW2302.451, with Dibble & Associates Consulting Engineers, Inc., dba Dibble, for the Price Road 66-inch Sewer Interceptor Rehabilitation Construction Management Services
Move City Council award Professional Services Agreement No. WW2302.451 to Dibble & Associates Consulting Engineers, Inc., dba Dibble, for the Price Road 66-inch Sewer Interceptor Rehabilitation Construction Management Services, in an amount not to exceed $1,526,019.50.

19. Construction Manager at Risk Construction Services Agreement No. WW2302.401, with B&F Contracting, Inc., for the Price Road 66-Inch Sewer Interceptor Rehabilitation
Move City Council award CMAR Construction Services Agreement No. WW2302.401 to B&F Contracting, Inc., for the Price Road 66-Inch Sewer Interceptor Rehabilitation, in an amount not to exceed $43,696,207.25.

COUNCILMEMBER ORLANDO inquired about the construction on item 19, asking if it did not involve the construction of a small side road.

MR. KNUDSON mentioned that the upcoming project is going to be difficult. The work involves installing a liner in the largest pipe in the Price Road Corridor, which runs from 202 South to Queen Creek Road. This 66-inch wastewater line carries up to 15 million gallons daily, about half of the city's wastewater. The pipe was installed in the late 1980s and it is time for maintenance. The project is scheduled for 2027 but needs to be completed before the wastewater facility lease expires. Once the lease expires, some flows can be diverted to another facility, reducing the need for bypass pumping. The staff engineers have worked closely with consultants and contractors to plan the least disruptive way to complete this project. Instead of excavating and replacing the entire pipe, a liner will be installed inside the existing pipe. This method is far less invasive and will extend the life of the pipe by 50 to 100 years. The project will begin with minor excavations and set up in July, followed by full-scale work in August. During the project, two to three lanes out of the six will be occupied, moving from north to south as the work progresses to Queen Creek Road. The aim is to minimize the impact on traffic as much as possible.

MAYOR HARTKE asked how many months this project will run.

MR. KNUDSON said that the major work will begin in August and continue until October 2025. Cleanup activities, including repaving and striping, will follow until January. The major work should be completed by October 2025.

COUNCILMEMBER ORLANDO mentioned the restricted lane moving.

MR. KNUDSON said they will try to minimize the width of the restriction as the different processes occur.

COUNCILMEMBER ORLANDO mentioned the communication going out to all the businesses in the area and how it will work.

MR. KNUDSON responded that the communications consultant has already started reaching out to the residents and businesses in the area. Communication will continue throughout the process, and a website has been provided to everyone, updated daily. Additionally, there will be email updates as the project continues. This will be a comprehensive communication effort.

COUNCILMEMBER POSTON asked for an outline of the benefits in terms of the cost of doing the project this way instead of putting in a brand-new pipe, including the cost to the taxpayers and the construction timing.

MR. KNUDSON pointed out several advantages. First, the corridor is already crowded with various underground lines, so digging to install a new pipe could be very challenging and costly. The alternative method involves lining the existing pipe, which would be much more cost-effective and time efficient. According to the contractor, a full replacement could cost around $80-100 million, but it could be much more due to potential complications. Additionally, the open-cut method for installing a new pipe could take up to two years to complete, while the interceptor lining method seems to be the best option for this project, despite its challenges.

COUNCILMEMBER POSTON said the result is close to a new pipe in terms of the length.

MR. KNUDSON said, essentially an epoxy-lined pipe when complete.

COUNCILMEMBER ELLIS asked about the potential consequences of not proceeding with the project.

MR. KNUDSON said that the task does not have to be completed by tomorrow. However, the Lone Butte facility will no longer be available for use after 2027. Delaying the task until after 2027 may increase costs for upgrading the discharge piping, underground piping, and pumping systems. Additionally, there has been a 20% increase in the price of the lining process and materials over the past year. If this trend continues, the estimated cost of $43 million will continue to rise, presenting a significant challenge.

COUNCILMEMBER ELLIS commented that the people of Chandler deserve better and need to move forward to provide a way to get waste out of their homes.

MR. KNUDSON responded that the difficulty with this line is that it is a single line.

MAYOR HARTKE asked about the project's end treatment stations.

MR. KNUDSON said it heads towards the Ocotillo Water Reclamation facility on the Southeast corner of that location at Queen Creek and Price Road. This is where the pipe ends and enters the treatment process at that location.

Public Hearing

20. Public Hearing for Annexation ANX23-0003 of Approximately 13.57 Acres of Land South of the Southeast Corner of Arizona Avenue and Germann Road
    1. Open Public Hearing
    2. Staff Presentation
    3. Council Discussion
    4. Discussion from the Audience
    5. Close Public Hearing

Public Hearing and Action Item

21. Public Hearing for Resolution No. 5804 Approving the Fiscal Year 2024-2025 Annual Assessment for the City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District

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

22. Resolution No. 5804 Approving the Fiscal Year 2024-2025 Annual Assessment for the City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District
    Move City Council pass and adopt Resolution No. 5804 approving the Fiscal Year 2024-2025 Annual Assessment for City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District.

Action Agenda

23. Resolution No. 5800, Adopting the Fiscal Year (FY) 2024-25 Tentative Budget and 2025-2034 Tentative Capital Improvement Program (CIP) and Giving Notice of the Dates and Times for Hearing Taxpayers for Final Adoption of the Budget and for Setting the Tax Levies and Tax Rates
    Move City Council pass and adopt Resolution No. 5800, adopting the FY 2024-25 Tentative Budget and 2025-2034 Tentative CIP and giving notice of the dates and times for hearing taxpayers for final adoption of the budget and for setting the tax levies and tax rates.

Informational

24. Contracts and Agreements Administratively Approved, Month of April 2024

Adjourn

The meeting was adjourned at 6:22 p.m.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: June 13, 2024

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Study Session of the City Council of Chandler, Arizona, held on the 20th day of May 2024. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of June, 2024.

_____
City Clerk

Meeting Minutes
City Council Work Session

May 23, 2024 | 4:00 p.m.
Council Chambers Conference Room
88 E. Chicago St., Chandler, AZ

Call to Order

The meeting was called to order by Mayor Kevin Hartke at 4:00 p.m.

Roll Call

Council Attendance

Mayor Kevin Hartke
Vice Mayor OD Harris
Councilmember Angel Encinas
Councilmember Christine Ellis
Councilmember Matt Orlando
Councilmember Jane Poston, attended telephonically

Appointee Attendance

Joshua Wright, City Manager
Kelly Schwab, City Attorney
Dana DeLong, City Clerk

Absent/Excused

Councilmember Stewart

Staff in Attendance

Dawn Lang, Deputy City Manager / Chief Financial Officer
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Dana Alvidrez, City Transportation Engineer
Daniel Haskins, Capital Projects Manager
Toni Smith, Marketing and Communications Manager
Ryan Peters, Strategic Initiatives Director
Dennis Aust, Telecommunications and Utilities Franchise Manager
Melanie Sikes, Principal Engineer
Alexis Apodaca, Mayor & Council Public Affairs Senior Manager
Matt Burdick, Communications & Public Affairs Director

Discussion

1. Coordination and Communication of Road Construction Projects in Chandler

MAYOR HARTKE called for a staff presentation.

JOSHUA WRIGHT, City Manager, introduced the item and discussed the challenges of construction and traffic in Chandler. He highlighted the aging infrastructure, the impact of private development, and increased construction activity due to federal funding. The presentation aims to update the Council on current management strategies and offer recommendations for improvement.

JOHN KNUDSON, Public Works and Utilities Director, presented the following presentation.

- Coordination and Communication for Road Construction Projects in Chandler

MAYOR HARTKE asked for a comparative timeline, such as one year ago or five years ago, to illustrate what this would have been.

MR. KNUDSON said the 700 - 900 range and was surprised by the significant involvement of SRP and PS in replacing old wires and restringing wires in older neighborhoods.

DENNIS AUST, Telecommunications and Utilities Franchise Manager, said that while the number of permits has not increased much, the size of projects have. There are now larger infrastructure projects impacting larger parts of the neighborhoods, such as the two 30 kV lines, the nitrogen line running down to Chandler Boulevard, and the fiber installations for homes. So, although the total number of projects remains similar, they now consist of smaller projects than in the past.

MAYOR HARTKE noted it was a bigger impact with roughly the same number.

MR. KNUDSON continued the presentation.

- Agenda
    - Current construction control and coordination
    - Current communication initiatives for road construction projects
    - Current and near future projects that affect Chandler streets
    - Common questions received
    - Staff recommendations
- Why does the City Complete Projects within the Roadways?
    - Infrastructure maintenance and improvement: keep systems safe and functional for residents. Maintenance prolongs life of assets and create less cost over the life of the asset, which keeps costs lower for residents.
    - Enhanced mobility and accessibility: improve utility, communications, and transportation network for residents.
    - Safety improvements: Traffic signals, street lighting, crosswalks.

    - Community revitalization: Revitalize neighborhoods and commercial districts(e.g. Galveston Neighborhood).
- Current Construction Control Policies and Coordination
- City Policies
    - Holiday Moratorium: No work surrounding major retailers from the week before Thanksgiving until after New Years Day.
    - Financial penalties for street cuts on roads paved within six years.
    - Required Right-of-Way Encroachment Permits: Allows and documents all work in the city's ROW, including detour routes.
    - Avoid city CIP road projects on adjacent arterial roads (does not include utility and other projects).
    - Police officers at major intersections during construction.

COUNCILMEMBER ELLIS asked if officers were required to stay in the car or if just the police car presence was needed.

MR. KNUDSON said the policy requires an officer and a car to manage traffic signals, direct traffic if needed, and handle accidents. Staffing has been an issue due to the extra police overtime during COVID.

VICE MAYOR HARRIS asked how the city deals with potholes and the associated risks, especially with ongoing construction projects and heavy trucks causing road damage. He also inquired about the possibility of reimbursement for such issues.

MR. KNUDSON mentioned that the streets department has a small group that includes a first responder who looks for potholes. When potholes are reported, the first responder or the asphalt crew swiftly takes care of them. If a vehicle is damaged due to a pothole, there is a claims process through the legal department. Each claim is handled on its own merit, and while such claims are received occasionally, they are not very frequent.

KELLY SCHWAB, City Attorney, stated that claims for that kind of damage are rare. They usually occur in relation to active construction projects and are directed to the responsible contractor or utility entity. Random potholes are reported only occasionally, every few years.

VICE MAYOR HARRIS inquired about the nails and debris on the road.

MS. SCHWAB stated that each claim for road incidents is evaluated independently. Sometimes, drivers are responsible, or other entities may be at fault. It is difficult to prove where a nail was picked up. If the city is negligent, it takes responsibility, but it also considers other negligent parties.

MR. KNUDSON mentioned the city's rigorous street sweeping program, which includes twice-monthly sweeps of main roads and monthly sweeps of residential areas. Despite the challenges, the city is committed to maintaining cleanliness through its street sweeping program.

MR. KNUDSON continued the presentation.

- Current Construction Control Policies and Coordination Efforts
- City CIO Project Process
    - Typical CIP Projects take multiple years from scratch to finish
    - Contractor required to have all material procured before receiving their notice to proceed from the city
    - Coordination with other agencies, developers, and contractors
    - City team holds resolution meetings with all affected stakeholders
    - Night and weekend work considered whenever practical
    - Milestones built into contracts to control work sequence and timing of lane/road closures
- Current Construction Control Policies and Coordination Efforts
- City Communication and Coordination
    - City contractor performs public outreach and business liaison for city projects.
    - Communication starts during design phase until end of construction (multi-year process)
- Design Phase:
    - Prepares and distributes mailers to residents, stakeholders, and business in the area notifying them of the project and upcoming public meetings.
    - Prepares, facilitates, and captures feedback at two public meetings held at 30% and 90% design milestones.
    - Creates and maintains project webpage.
- Construction Phase:
    - Mailers are sent to residents, stakeholders, and businesses in the area notifying them of the upcoming project construction.
    - Project webpage updated (continuously, approximately every three weeks).
    - E-blast begins (project updates emailed to individuals, stake holders, city staff, etc., sent out approximately every three weeks).
    - Variable message boards and static project information boards are posted at the extent of the project. Variable message boards are routinely updated.
    - Project hotline for phone calls

COUNCILMEMBER ELLIS inquired whether local firms are hired or if regional firms are considered.

MR. KNUDSON responded that the intent is to hire locally. Chandler has two or three firms that the city frequently collaborates with.

COUNCILMEMBER ORLANDO asked whether these funds were intended solely for city projects or for the CIP transition as well.

MR. KNUDSON responded that it is regarding CIP.

COUNCILMEMBER ENCINAS inquired about the timing of initial communication from these firms.

MR. KNUDSON responded that it is project-dependent, depending on the size, impact, location, and other factors.

MAYOR HARTKE asked if the city engages with community-specific platforms like Nextdoor for construction updates.

MR. KNUDSON mentioned that the city does not use a lot of social media for construction updates, but it has been recommended.

MATT BURDICK, Communications & Public Affairs Director, mentioned that the use of social media platforms depends on the specific project. The city does use social media for some of their larger projects, with Nextdoor being one platform they commonly use.

MR. KNUDSON continued the presentation.

- Current Construction Control Policies and Coordination Efforts
- City Communication and Coordination:
    - Traffic restrictions project map on chandleraz.gov
    - Streets division sends weekly schedule info news blasts
    - Traffic management center coordinates traffic signal timing, including real-time adjustments
    - Major arterials/federal projects get “no conflict letter” from utility companies
    - Designer and developer/utility companies review and sign each other plans to verify coordination
    - WAZE traffic app
- City’s Current and Near Future Projects
- Current Projects Under Construction

MR. KNUDSON discussed the handout listing current and upcoming capital improvement projects.

VICE MAYOR HARRIS asked if the handout was posted online.

MR. KNUDSON responded that there was more information to share.

MR. KNUDSON continued the presentation.

- Street Rehabilitation Projects Map

- Current CIP Construction Projects Map
- Future CIP Construction Projects Map
- Outside Agencies/Private Development Projects
- Non-City Projects Map
- Coordination Of Non-City Projects
    - Federal pre-emption prohibits the city from preventing non-city utility work.
    - Development Services Policy (DSP-201) "Public Notification for Non-City Utility Projects" requires notification to residents, businesses, and HOAs a minimum of 7 days' notice within 300 feet of non-city utility construction.
    - Coordination with other agencies, developers, and contractors.
    - City team holds resolution meetings with all affected stakeholders.
    - CIP hosts monthly Transportation Coordination meetings with City staff
    - Traffic control plans are reviewed and monitored by City Traffic Engineering Specialists to ensure that approved traffic control plans are implemented and maintained correctly.
    - Overlapping Traffic Control Plans are not permitted.
    - Traffic Management Center coordinates traffic signal timing making real-time adjustments, as needed.
- Traffic data Related to Road Construction Projects
- Chandler Traffic Engineering Data
    - Sensors on stoplights report time it takes to travel between arterial intersection
    - Data provided gives the ability to calculate average speed of drivers
    - Identification gives the ability to calculate average speed of drivers
    - Identification of problem areas and allows historical data to be compared
    - According to the data, 2% of arterials have seen significant decreases in traffic speed 43% experience non-noticeable decreases in speed and 55% saw increase in speed
    - Neak known construction locations (e.g., Price frontage road, previously at Dobson/Chandler), traffic speeds were much slower
    - Vast majority of residents are experiencing similar commute times to last year.

COUNCILMEMBER ORLANDO inquired if the data was a snapshot of morning peak hours or a total period.

DANA ALVIDREZ, City Transportation Engineer, said the data is a snapshot of morning peak hours.

COUNCILMEMBER ORLANDO asked what time the data was collected.

MS. ALVIDREZ responded between 7:00 a.m. and 9:00 a.m., occurring from 7:00 a.m. to 8:00 a.m. on a weekday.

COUNCILMEMBER ORLANDO inquired if there was any data from the afternoon or evening.

MS. ALVIDREZ responded that traffic data is actively monitored in the traffic control center. This is a snapshot to illustrate what can be seen and what is being examined.

COUNCILMEMBER ORLANDO asked what other solutions can be pursued to control high traffic areas.

MS. ALVIDREZ explained that the traffic division can communicate with traffic signals to identify areas with issues.

MAYOR HARTKE inquired about what the colors indicate on the data.

MR. KNUDSON mentioned that the gray data is unavailable, and the yellow data is 0 to 25% slower.

MR. KNUDSON continued the presentation.

- Commonly Asked Questions
- Why do traffic control barricades remain up during non-working periods?
    - Safer conditions – provides consistency in driver expectations
    - Barricades in place for possible night work
    - Excavations or other hazards that can't be removed or covered
    - Efficiency in construction – fewer hours spent setting barricades means more time spent working
    - Removal and resetting barricades daily would increase time for the project by up to 35%
    - Overall cost of projects would increase due to extended time, plus increased cost of traffic control
    - Barricade companies not available for this type of service
    - Only barricade companies with IMSA/ATSSA certification and insurance can perform work in right of way
    - Typically, non-city utility contractors are required to remove traffic control

COUNCILMEMBER POSTON asked if the city could control the situation where barricades dictate traffic.

MR. KNUDSON responded that it would be discussed shortly.

MR. KNUDSON continued the presentation.

- Why don't we do more construction work at night?
- Night and weekend work is allowed and sometimes mandated on some projects
- City's noise ordinance prohibits construction work after hours within 500 feet of residences (weekdays 5 a.m. – 10 p.m., weekends 7 a.m. – 7 p.m. with some permitted exceptions)
- Reduced access to material and project supervision for the contractor and city staff
- Work efficiency can drop to 10-20%, lengthening the project schedule therefore increasing project cost

- Worker safety issues
- If day and night work were required, the schedule may decrease, but the project cost would likely increase significantly (up to 40% increase likely)

COUNCILMEMBER ORLANDO inquired about Price Road, asking if the construction is limited to daytime or if it can also operate at night.

MELANIE SIKES, Principal Engineer, explained that despite using lights, visibility at night is challenging due to the depth of the excavation and the existing utilities. This was evident during previous work on Dobson and Chandler with two crews.

MR. KNUDSON mentioned that pushing the liners when pulled is important to ensure safety.

MS. SIKES responded that similar to the work done on the 42-inch Northbound Price Road, the operations run all day.

MS. SIKES added that there would be some day, night, and weekend work.

MR. KNUDSON pointed out that many contractors are unprepared for 24/7 work. Adjusting contracts and budgets can help, but there are challenges like safety and staffing issues. Projects have experienced situations where entire crews left or there were not enough workers to finish the job, especially with the current high workload.

MR. KNUDSON continued the presentation.

- Recommendations
- New Communication Procedures for Non-City Projects T
    - One-stop destination page on city website for construction projects that restrict or close city streets in Chandler (in progress)
    - Leverage city communication channels to promote awareness of projects and significant construction activities
    - Select firm to serve as a neighborhood and business liaison during Loop 202 construction to supplement ADOT's outreach efforts (potentially other non-city projects also)
- New Notification Procedures for ADA/Street Maintenance Work
    - Notification to HOAs affected by the ADA/street work (via mail/email)
    - Notification to "ALL" property owners affected by the work (not just driveway impacted residents) via additional door hangers and/or emails (currently 5-7 days).
    - Include notification to residents of upcoming schedule (ADA in Year 1, mill and overlay in Year 2).
    - General project signs will be set approximately 30 days prior to work, notifying residents in general vicinity of the upcoming work and shall remain until work is complete.

VICE MAYOR HARRIS inquired whether the city's coordination with the WAZE app includes updating information about construction projects. If barricades are put up without the city's knowledge, the WAZE app may not reflect this change, potentially causing confusion for drivers.

MR. KNUDSON explained that the standard procedure involves obtaining encroachment and traffic control permits, logging the information into a database, and then transferring it to waste management. If someone sets up barricades on the road without following the proper process, the barricades will not show up. However, if they go through the correct process and the information is added to the city's database, it will appear on the WAZE app.

VICE MAYOR HARRIS stated that if an individual travels down a road and uses the WAZE app and sees barricades that are not showing up on WAZE, it means that the construction company is doing something they are not supposed to.

COUNCILMEMBER ENCINAS inquired about making information on current construction projects available to residents. He suggested using QR codes to provide easy access to project details for residents who are driving by. This would allow them to access project information directly from their vehicles, making it a more proactive and useful approach to engaging residents.

MR. KNUDSON suggested adding a QR code to the construction sign; speaking for traffic engineers, the desire is to avoid drive-by pictures to scan the QR code for safety reasons.

COUNCILMEMBER ELLIS asked about the last bullet point in the first section. She inquired whether a new firm will be hired and if the cost will be shared between ADOT and the city, or if the city will absorb the entire cost.

MR. BURDICK mentioned the city will cover the costs and supplement ADOT's efforts for a significant project impacting ramps and freeway-to-freeway energy closures. The city plans to use the same firm they use for CIP projects to inform residents, property management companies, retail centers, and businesses about the upcoming changes.

MAYOR HARTKE mentioned that when working on the two 30 kV lines, there were communication issues with a power company, leading to blame being placed on the city. To address frustrations and phone calls directed at them, they aim to mitigate complaints and improve partnerships with these companies.

COUNCILMEMBER ORLANDO mentioned that despite some communication issues, the residents were happy with the quality of work and professionalism of the staff involved in the ADA project.

VICE MAYOR HARRIS asked for regular debris to keep constituents and partners informed as the plans progress. More communication will help advance the conversation and prevent misunderstandings.

MR. WRIGHT assured that communications plan's full scope and timeline regarding the upcoming ADOT work will be shared. Staff will provide talking points and updates to ensure Councilmembers are prepared for incoming calls.

MR. KNUDSON continued the presentation.

- Recommendations
- Lane Rental Fees – Incentives and Disincentives
- Options
    - Charge per lane per day. Collect fee up front.
    - Charge per lane per day. Collect deposit up front and provide rebate if completed early.
    - Create penalty fees for projects not completed on time.
    - Can do one or all of the options
- Other agencies have lane rental fees that range from $75 to $200 per day.
- City inspectors enforce each day and a charge for a Traffic Control Inspection Fee is applied.
- Questions

VICE MAYOR HARRIS inquired about integrating information into the Chandler city app.

MR. KNUDSON mentioned that it may be included in the Chandler PublicStuff app, which has various sections, including one for reporting potholes.

MAYOR HARTKE mentioned that business owners often express frustration when construction obstructs entrances and exits. Efforts have been made to minimize disruption, such as removing barriers over weekends. It is important to be sensitive to businesses affected by construction.

MR. KNUDSON suggested making road project entrances more accessible during weekends and off-work times by adjusting barricades to give the appearance of openness. This could reduce driver anxiety and provide a sense of freedom. Construction provides extra signage to direct traffic to businesses and he suggested developing a general statement encouraging businesses to open entrances during non-work hours.

COUNCILMEMBER ELLIS asked whether businesses could also put up signs. If there's construction, would the upcoming policy allow businesses to put up their own signs to help direct traffic.

MS. SCHWAB said the city needs to address that.

COUNCILMEMBER POSTON suggested that when the city does construction at an intersection that has a major impact on all four corners, the consideration should be to add extra shifts or work overnight to minimize disruption.

MR. KNUDSON mentioned that future projects will be challenging and time-consuming, with a particularly difficult one coming up at Ray and Dobson in about eight years. Some work must be done at night, but it must comply with the noise ordinance.

COUNCILMEMBER ORLANDO inquired about the status of the Alma School Road project that was already scoped and awarded near Alma School and Loop 202. He expressed curiosity about finding a way to motivate the timely installation of barriers in that area, which he believes would be beneficial.

DANIEL HASKINS, Capital Projects Manager, responded that he is trying to get permission to use CMAR with federally funded projects, but it is a whole new process. There is no guarantee, so he did not want to promise that.

COUNCILMEMBER ORLANDO thanked the staff for their great ideas and acknowledged their challenges. He expressed appreciation for their efforts in improving the situation.

Adjourn

The meeting was adjourned at 5:29 p.m.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: June 13, 2024

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session of the City Council of Chandler, Arizona, held on the 23rd day of May 2024. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of June, 2024.

_____

City Clerk

Meeting Minutes
City Council Regular Meeting

May 23, 2024 | 6:00 p.m.
Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ

Call to Order
The meeting was called to order by Mayor Kevin Hartke at 6:00 p.m.

Roll Call
Council Attendance
Mayor Kevin Hartke
Vice Mayor OD Harris
Councilmember Angel Encinas
Councilmember Christine Ellis
*Councilmember Mark Stewart
Councilmember Matt Orlando
*Councilmember Jane Poston

Appointee Attendance
Joshua Wright, City Manager
Kelly Schwab, City Attorney
Dana DeLong, City Clerk

*Councilmember Stewart and Councilmember Poston attended telephonically.

Invocation
The invocation was given by Susan Stevens-Clarke, Spiritual Assembly of Baha'is of Chandler.

Pledge of Allegiance
The Pledge of Allegiance was led by Councilmember Ellis.

Consent Agenda and Discussion
Airport
1. Job Order Project Agreement No. AI2403.401 with DNG Construction, LLC, Pursuant to Job Order Master Agreement No. JOC2403.401, for the Taxiway C Lighting & Cable Replacement
   Move City Council award Job Order Project Agreement No. AI2403.401 to DNG

Construction, LLC, Pursuant to Job Order Master Agreement No. JOC2403.401, for the Taxiway C Lighting & Cable Replacement, in an amount not to exceed $495,479.

City Clerk

2. April 2024 City Council Minutes
   Move to approve the Council meeting minutes of the Work Session of April 19, 2024, Study Session of April 19, 2024, the Special Meeting - Micro Retreat of April 21, 2024, the Special Meeting of April 22, 2024, and the Regular Meeting of April 22, 2024.

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

City Manager

4. Resolution No. 5806 Authorizing the Execution of an Intergovernmental Agreement for the Platinum Program between the Regional Public Transportation Authority (RPTA) and the City of Chandler
   Move City Council pass and adopt Resolution No. 5806 authorizing the execution of an Intergovernmental Agreement for the Platinum Program between the Regional Public Transportation Authority and the City of Chandler.

Development Services

5. Resolution No. 5805 Amending Section 23 Area Plan, Introduction and Tentative Adoption of Ordinance No. 5099, Rezoning, Preliminary Development Plan, and Preliminary Plat, PLH24-0012/PLH23-0056/PLT23-0022 Viviendo, Located at the Southeast Corner of Ocotillo and McQueen Roads
   Area Plan
   Move City Council pass and adopt Resolution No. 5805 Section 23 Area Plan amendment, PLH24-0012, as recommended by Planning and Zoning Commission.

   Rezoning
   Move City Council introduce and tentatively adopt Ordinance No. 5099 approving PLH23-0056 Viviendo, Rezoning from PAD for Neighborhood Commercial and congregate care to PAD for single-family residential, subject to the conditions as recommended by Planning and Zoning Commission.

   Preliminary Development Plan
   Move City Council approve Preliminary Development Plan PLH23-0056 Viviendo for sudivision layout and housing product, subject to the conditions as recommended by Planning and Zoning Commission.

   Preliminary Plat

Move City Council approve Preliminary Plat PLT23-0022 Viviendo, subject to the conditions as recommended by Planning and Zoning Commission.

Item No. 5 was moved to the action agenda.

6. Use Permit, PLH23-0067 All Copy, Allowing Office/Warehouse Uses, at the Northwest Corner of Chicago Street and Beck Avenue, Generally Located ¼ Mile East and South of 56th Street and Chandler Boulevard
   Move City Council approve Use Permit PLH23-0067 All Copy, subject to the conditions recommended by Planning and Zoning Commission.

7. Use Permit, PLH24-0005 Gold Trust Realty, to Allow Operation of a Real Estate Office in a Single-family Residential Home at 200 S. Dobson Road, Generally Located North of the Northwest Corner of Dobson and Frye Roads
   Move City Council approve Use Permit PLH24-0005, subject to the conditions recommended by Planning and Zoning Commission.

Management Services

8. Agreement No. MS1-926-4312, Amendment No. 3, for Emergency Environmental Response and Remediation Services
   Move City Council approve Agreement No. MS1-926-4312, Amendment No. 3, with Emergency Environmental Services; GrayMar Environmental Services, Inc.; and Kary Environmental Services, for emergency environmental response and remediation services, in a combined amount not to exceed $150,000, for the period of one year, beginning July 1, 2024, through June 30, 2025.

9. Purchase of Janitorial and Sanitation Supplies
   Move City Council approve the purchase of janitorial and sanitation supplies, from Waxie Sanitary Supply, utilizing the City of Tucson Contract No. 202329-01, in an amount not to exceed $250,000, for the period of June 1, 2024, through May 31, 2025.

10. Agreement No. WH3-890-4597, Amendment No. 1, for Waterworks Supplies
    Move City Council approve Agreement No. WH3-890-4597, Amendment No. 1, with Core and Main, LP, and Ferguson Enterprises, LLC, for waterworks supplies, in an amount not to exceed $650,000, for the period of June 1, 2024, through May 31, 2025.

11. New License Series 12, Restaurant Liquor License Application for David Adam Tipp, Agent, Divit, Inc., DBA Beauty Lounge Bar
    Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 288925, a Series 12, Restaurant Liquor License, for David Adam Tipp, Agent, Divit, Inc., DBA Beauty Lounge Bar, located at 1655 W. Chandler

Boulevard, Suite 1, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 200781.

Police Department

12. Final Adoption of Ordinance No. 5096, Repealing and Replacing Section 11-16 of Chapter 11 of the Code of the City of Chandler in its Entirety and Retitling as "Unruly Gathering"
Move City Council adopt Ordinance No. 5096, amending the Code of the City of Chandler, Chapter 11, Curfew, Graffiti, Smoking and Miscellaneous Offenses, by repealing and replacing Section 11-16 in its entirety; retitling Section 11-16 as "Unruly Gathering"; providing for repeal of conflicting ordinances; providing for severability, and providing for penalities.

13. Final Adoption of Ordinance No. 5097, Amending Chapter 11 of the Code of the City of Chandler by Adding Section 11-18 "Brass Knuckles"
Move City Council adopt Ordinance No. 5097, amending the Code of the City of Chandler, Chapter 11, Curfew, Graffiti, Smoking and Miscellaneous Offenses, by adding Section 11-18 "Brass Knuckles"; providing for repeal of conflicting ordinances; providing for severability, and providing for penalties.

BRIDGET VEGA, Gilbert, thanked Council for their support in creating a safer community and promoting accountability. Ms. Vega commented that brass knuckles of all materials should be included in this regulation. Ms. Vega noted the importance of accountability and transparency moving forward.

MAYOR HARTKE asked if the term brass knuckles included materials other than brass or metal.

MS. SCHWAB said the ordinance covers brass knuckles and knuckles of any metal.

MAYOR HARTKE noted that if amendments are needed, they can be brought forward after this ordinance is passed.

Ms. SCHWAB agreed that amendments can be made after this ordinance has passed if there is a need to amend.

COUNCILMEMBER ORLANDO commented that Chandler's process of doing a second read of an ordinance is unique.

MAYOR HARTKE added that doing a second read of an ordinance is being investigated as a possible charter amendment.

CONNOR JARNAGAN, Chandler, shared his experience with an injury from brass knuckles. Mr. Jarnagan thanked Mayor and Council for their support in standing up to teen violence.

STEPHANIE JARNAGAN, Chandler, thanked Mayor and Council for their support in getting involved to make a positive change in the community. This is a starting point for change and a deterrent for crime.

14. Resolution No. 5808 Accepting a Grant from the Fentanyl Prosecution, Diversion and Testing Funding Program in the Amount of $152,527.49
Move City Council pass and adopt Resolution No. 5808 accepting a grant award from the State of Arizona Department of Public Safety Fentanyl Prosecution, Diversion and Testing Funding Program in the amount of $152,527.49 and authorizing the Chief of Police, as designated by the City Manager, to conduct all negotiations and to execute and submit all documents necessary in connection with such program.

Public Works and Utilities

15. Introduction of Ordinance No. 5098 Granting a Non-Exclusive Underground High Voltage Power Easement to Salt River Project Agricultural Improvement and Power District (SRP) to Accommodate the Installation of Electric Vehicle Charging Stations on the Amazon Site at 3405 S. McQueen Road, Chandler, Arizona
Move City Council introduce and tentatively adopt Ordinance No. 5098 granting a Non-Exclusive Underground High Voltage Power Easement to SRP, in consideration for the payment of $18,500.00 to accommodate the installation of electric vehicle charging stations on the Amazon site at 3405 S. McQueen Road, Chandler, Arizona.

16. Professional Services Agreement No. ST2403.101, with Kimley-Horn and Associates, Inc., for the McQueen Road Improvements (Warner Road to Pecos Road) Pre-Design Services
Move City Council award Professional Services Agreement No. ST2403.101, to Kimley-Horn and Associates, Inc., for the McQueen Road Improvements (Warner Road to Pecos Road) Pre-Design Services, in an amount not to exceed $328,565.

17. Construction Agreement No. WA1903.401 & WA1908.401, Change Order No. 6, with Achen-Gardner Construction, LLC, for the Arrowhead Water Production Facility Rehabilitation and Pecos Surface Water Treatment Plant Surge System
Move City Council award Construction Agreement No. WA1903.401 & WA1908.401, Change Order No.6, to Achen-Gardner Construction, LLC, in the amount of $353,512.43.

18. Professional Services Agreement No. WW2302.451, with Dibble & Associates Consulting Engineers, Inc., dba Dibble, for the Price Road 66-inch Sewer Interceptor Rehabilitation Construction Management Services

Move City Council award Professional Services Agreement No. WW2302.451 to Dibble & Associates Consulting Engineers, Inc., dba Dibble, for the Price Road 66-inch Sewer Interceptor Rehabilitation Construction Management Services, in an amount not to exceed $1,526,019.50.

19. Construction Manager at Risk Construction Services Agreement No. WW2302.401, with B&F Contracting, Inc., for the Price Road 66-Inch Sewer Interceptor Rehabilitation
Move City Council award CMAR Construction Services Agreement No. WW2302.401 to B&F Contracting, Inc., for the Price Road 66-Inch Sewer Interceptor Rehabilitation, in an amount not to exceed $43,696,207.25.

Consent Agenda Motion and Vote

Councilmember Orlando moved to approve the Consent Agenda Item Nos. 1-19, with the exception of Item No. 5, of the May 23, 2024, Regular City Council Meeting; Seconded by Councilmember Ellis.

Motion carried unanimously (7-0).

Action Item No. 5

5. Resolution No. 5805 Amending Section 23 Area Plan, Introduction and Tentative Adoption of Ordinance No. 5099, Rezoning, Preliminary Development Plan, and Preliminary Plat, PLH24-0012/PLH23-0056/PLT23-0022 Viviendo, Located at the Southeast Corner of Ocotillo and McQueen Roads
Area Plan
Move City Council pass and adopt Resolution No. 5805 Section 23 Area Plan amendment, PLH24-0012, as recommended by Planning and Zoning Commission.

Rezoning
Move City Council introduce and tentatively adopt Ordinance No. 5099 approving PLH23-0056 Viviendo, Rezoning from PAD for Neighborhood Commercial and congregate care to PAD for single-family residential, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan
Move City Council approve Preliminary Development Plan PLH23-0056 Viviendo for sudivision layout and housing product, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Plat

Move City Council approve Preliminary Plat PLT23-0022 Viviendo, subject to the conditions as recommended by Planning and Zoning Commission.

RIZWAN RASHEED, 4190 S. Jesse St., spoke about the new development and shared that he enjoyed the quiet neighborhood and welcomed a residential neighborhood. The new development has many homes. Mr. Rasheed suggested a buffer zone between the new development and the existing neighborhood for privacy.

JENNIFER ALVEY, 1154 E. Grand Canyon Dr., spoke about Chandler's livable, family-friendly community. Ms. Alvey recognized the developer for listening to residents' concerns and making adaptations. Ms. Alvey suggested a buffer zone between the new development and the existing neighborhood for privacy and spoke about traffic and safety concerns related to the proposal due to the intersection. As Cooper Road does not continue north, Gilbert and McQueen Roads take on more northbound traffic. For the safety of existing communities in the area, Ms. Alvey requested city traffic support at McQueen and Alamosa Roads or a gated entry at a different location.

MAYOR HARTKE invited the developer to address these statements.

RALPH PEW, 1744 S. Val Vista, K. Hovanian Homes, spoke about the Viviendo development. Initially, in plans, there was to be a walkable trail on the south and east sides of the development backing the already existing neighborhood. In further conversations, the trail could not be properly monitored to address safety and security concerns. The trail was removed from the plan, and the space was put into the home lots to accommodate larger yards and setbacks. The Alamosa Drive entrance has been under discussion as the Traffic Division advised that an entrance on McQueen would be inadequate. The gate on Alamosa is only for residents. The other access point on Ocotillo would be used for more open access.

COUNCILMEMBER ENCINAS asked how tall the backyard fence is.

MR. PEW answered that the fence height would be six feet.

COUNCILMEMBER ENCINAS asked if the fence height could be increased.

MS. SCHWAB answered that six feet is standard per city code. Increasing the height of the fence may cause other concerns.

KEVIN MAYO, Planning Administrator, answered that the city code allows fence heights up to seven feet. The existing homes have a six-foot block wall. The code does not allow for dual walls to be constructed. If the Council directed increasing the height, the existing six-foot wall would be removed, and a new seven-foot wall would be built for the new development and existing residents.

COUNCILMEMBER ELLIS clarified that the existing six-foot wall would be removed, and a new seven-foot wall would be built for the new development and existing residents and asked what else is required.

MR. MAYO answered that the construction would require temporary construction easements from each homeowner to access the property to build the new wall.

COUNCILMEMBER ELLIS asked to see the map.

MR. MAYO said around nine to ten homes would adjoin the wall.

COUNCILMEMBER ELLIS asked about the feasibility of adjusting the height of the wall.

MR. PEW said the discussion on wall height is just coming up tonight; it has not been heard in previous discussions with this neighborhood. Single-story new homes are matched up with existing single-story homes to mitigate privacy concerns.

COUNCILMEMBER ELLIS commented that the development plan was well-thought-through.

COUNCILMEMBER ORLANDO asked about gate access.

MR. PEW said there is a gate on Alamosa that would serve only residents and not be used for other traffic, such as visitors or deliveries. A gate on Ocotillo would serve the entire neighborhood with more access. One request was to move the gate on Alamosa further east to discourage travel through the Alamosa Estates neighborhood.

MR. MAYO noted that moving the gate to a different location would create private streets where the responsibility for care would be on the homeowners through the HOA. It would be between the city and the HOA to gate a previously public street.

COUNCILMEMBER ORLANDO commented that police presence to monitor traffic and safety is common to support this area with the school and neighborhood needs. Councilmember Orlando asked when the Cooper bike lanes will come forward to Council.

MR. WRIGHT answered the Cooper Insight Loop Bike Lanes Project is in design.

COUNCILMEMBER ORLANDO asked if this would relieve some of the traffic.

MR. WRIGHT said this would partly connect northbound traffic to Gilbert.

MR. PEW added that this land is rezoned for commercial use. The traffic impact is expected to be significantly less than the previously anticipated commercial use.

COUNCILMEMBER ORLANDO said the consensus from the neighborhood is that a residential community is preferred rather than apartments or commercial businesses. Councilmember Orlando asked about the signage prohibiting left turns into the existing neighborhood.

DANA ALVIDREZ, City Transportation Engineer, said posting signage is possible.

MAYOR HARTKE asked for clarification on the Alamosa gate.

MR. PEW said the prohibition would be for those traveling south on Spring Drive, exiting the gated community, and turning left into the Alamosa Estates or Geneva Estates neighborhoods.

MS. ALVEY said the concern is the compounding traffic from residents leaving for work or school in the morning.

COUNCILMEMBER POSTON asked if there were any concerns about blocking Geneva Estates.

MAYOR HARTKE clarified that neighborhood access from McQueen would not be affected.

VICE MAYOR HARRIS said he wanted to move forward with signage prohibiting left turns.

MR. PEW said that is possible.

Action Agenda No. 5 Motion and Vote

Councilmember Orlando moved to pass and adopt Resolution No. 5805 Section 23 Area Plan amendment, PLH24-0012, as recommended by Planning and Zoning Commission; introduce and tentatively adopt Ordinance No. 5099 approving PLH23-0056 Viviendo, Rezoning from PAD for Neighborhood Commercial and congregate care to PAD for single-family residential, subject to the conditions as recommended by Planning and Zoning Commission; approve Preliminary Development Plan PLH23-0056 Viviendo for sudivision layout and housing product, subject to the conditions as recommended by Planning and Zoning Commission; approve Preliminary Plat PLT23-0022 Viviendo, subject to the conditions as recommended by Planning and Zoning Commission; with the addition of PDP Stipulation 11, “The applicant shall work with staff regarding appropriate signage to direct south bound traffic at the Alamosa Drive exit”; Seconded by Councilmember Ellis.

Motion carried unanimously (7-0).

Public Hearing No. 20

20. Public Hearing for Annexation ANX23-0003 of Approximately 13.57 Acres of Land South of the Southeast Corner of Arizona Avenue and Germann Road

Open Public Hearing

MAYOR HARTKE opened the public hearing at 6:44 p.m.

Staff Presentation

DARSY OMER, Associate Planner, presented the following presentation.

- Public Hearing – Annexation ANX23-0003
- Location: South of the Southeast Corner of Arizona Avenue and Germann Road
- Surrounding Land Uses:
    - North: IND-2 and C-2 (unincorporated Maricopa County)
    - South: PAD for industrial uses
    - East: railroad
    - West: Arizona Ave, then RU-43 (unincorporated Maricopa County)
- Background:
    - Approximately 13.57 acres
    - Zoned Planned Industrial Zoning District (IND-1) and Light Industrial Zoning District (IND-2) within Maricopa County
    - Initial City Zoning will be Planned Industrial District (I-1)
- Administrative Design Review has been reviewed and approved by staff for three industrial buildings
- General Plan Designation of Employment
    - There are public water and sewer facilities in the vicinity of the project. The City of Chandler will provide water, wastewater, and reclaimed services to the subject property.
    - Staff has circulated the request to City departments and no negative comments have been received.
- Questions?

Council Discussion

None.

Discussion from the Audience

None.

Close Public Hearing

MAYOR HARTKE closed the public hearing at 6:46 p.m.

Public Hearing and Action Item No. 22

21. Public Hearing for Resolution No. 5804 Approving the Fiscal Year 2024-2025 Annual Assessment for the City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District

Open Public Hearing

MAYOR HARTKE opened the public hearing at 6:46 p.m.

Staff Presentation

LAUREN KOLL, Downtown Redevelopment Program Manager, presented the following presentation.

- Enhanced Municipal Services District
- Enhanced Municipal Services District (EMSD) Overview
  - Created in 2005 – 19th Year
  - Covers 61.4 Acres & Over 1 million square feet of commercial space
  - Formed to provide public services over and above typical services elsewhere in the City
  - Services are provided by the Downtown Chandler Community Partnership (DCCP) through an annual contract with the City
- EMSD Process & next Steps
  - Process
    - Assessment was authorized by property owners
    - 100% of assessment proceeds paid to the District
    - City Council officially enables the District
    - District must be renewed each year
  - Next Steps
    - Contract with DCCP bring forward at June 24 Council Meeting
      - Voluntary City contribution: $130,981
- Questions?

Council Discussion

None.

Discussion from the Audience

None.

Close Public Hearing

MAYOR HARTKE closed the public hearing at 6:49 p.m.

Action Agenda No. 22 Motion and Vote

22. Resolution No. 5804 Approving the Fiscal Year 2024-2025 Annual Assessment for the City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District
Move City Council pass and adopt Resolution No. 5804 approving the Fiscal Year 2024-2025 Annual Assessment for City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District.

Vice Mayor Harris moved to pass and adopt Resolution No. 5804 approving the Fiscal Year 2024-2025 Annual Assessment for City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District; Seconded by Councilmember Ellis.

Motion carried unanimously (7-0).

Action Agenda No. 23

23. Resolution No. 5800, Adopting the Fiscal Year (FY) 2024-25 Tentative Budget and 2025-2034 Tentative Capital Improvement Program (CIP) and Giving Notice of the Dates and Times for Hearing Taxpayers for Final Adoption of the Budget and for Setting the Tax Levies and Tax Rates
Move City Council pass and adopt Resolution No. 5800, adopting the FY 2024-25 Tentative Budget and 2025-2034 Tentative CIP and giving notice of the dates and times for hearing taxpayers for final adoption of the budget and for setting the tax levies and tax rates.

DAWN LANG, Deputy City Manager / CFO, presented the following presentation.

- Tentative Budget Adoption
- Statutory Budget Process
    - Adopt a tentative budget that sets forth the different amounts that will be required to meet the political subdivision's public expense for the fiscal year
        - Enter into the minutes or the governing body
        - Prepare according to forms supplied by the auditor general
        - Publish on the website for public review
        - Once tentatively adopted, budget cannot increase
    - After tentative adoption, a public hearing shall be had wherein any taxpayer may be heard in favor of or against any proposed expenditure or tax levy (set for June 13, 2024)
    - Hold Special meeting after public hearing to adopt the Budget
    - Adopt final tax rate on or before 14 days before taxes are levied, but after the public hearing (set for June 27, 2024)
- FY 2024-25 Proposed Budget
    - Total Budget $1,629,072,684 | Total General Fund: $577,776,840

- Proposed Budget
    - Adheres to financial policies and is structurally balanced
        - Ongoing for ongoing and one-time for one-time
    - Uses Strategic Framework to guide decisions
    - Provides for cost-effective, quality services
    - Maintains long-term financial sustainability
    - Resident engagement through input opportunities
        - Kickoff, Resident Budget Survey & Three Workshops
        - All-day Budget Briefing
        - Tentative and Final Adoption in May/June
- 1.6% decrease overall all Funds
    - $752.5M operating (-5.9%)
    - $876.5M capital (+2.3%)
- 5.4% decrease in General Fund
    - $577.8M operating (-9.1%)
    - $139M capital (+8.6%)

- FY 2024-25 Proposed Budget Drivers (all funds)
    - Revenues
        - Revenues reflect actual economic environment with additional analysis on sustainable level
        - Increases coming from continued development & decrease from Residential Rental revenue
        - State Shared revenues updated with latest projections using State and League forecasts
    - Expenditures
        - Funding to convert one-time funded positions to ongoing, maintain service delivery after adjusting for inflation, and ensure enhancements are in strategic focus areas
        - Personnel costs increasing to invest in city workforce and retain employees; market, merit, and healthcare. Reflects ongoing savings from PSPRS employer contribution
        - Capital projects increased to address aging infrastructure, inflation and new infrastructure
    - Grants
        - Continued focus on finding Grant opportunities and having “shovel ready” projects that may qualify
    - Debt & Actions Reducing Cost
        - Maintain AAA bond rating to minimize cost of borrowing for capital projects
        - Maintain funded status of Public Safety Personnel Retirement System (PSPRS) to ensure unfunded liability does not grow

        - Solar energy investment for utility cost savings
        - Turf to Xeriscape capital project for utility cost savings
- Operating Budget Highlights
    - Reduces city primary property tax rate, no change to Transaction Privilege Tax (TPT) rates
    - No planned Water, Wastewater, or Solid Waste rate changes in the new Fiscal Year
    - Budget maintains existing service levels and enhances programs tied to Strategic Framework
    - Adds funding for new labor association commitments and general employee merit/market
    - Continues debt elimination: $7M in one-time funding for pay-off maintenance of PSPRS
    - Maintains strong reserves including 15% General Fund contingency and $10M budget stabilization reserve
- Total Annual Proposed Budget All Funds (in millions)
- Average Annual Residential Cost Comparison for Direct Services
- Average Residential Cost Comparison for Water, Wastewater and Solid Waste
- 2025-2034 CIP Highlights
    - 2025-2034 CIP total is $2,488,884,031
    - ($525M more than the 2024-2033 CIP)
    - Updated to reflect additional utility projects and project costs to current values
    - Increased focus on aging infrastructure
    - Voter Bond authorization to support capital plan is shortened by inflation
- Proposed FY 2024-25 CIP Appropriation (all funds)
    - Capital Carryforward $637.1M
    - Contingency & Reserves $0.45M
    - New Funding $238.9M
    - $876.5M Total CIP Appropriation
- Key Budget Dates
- For your consideration, Res. #5800 approves the Tentative Budget. Questions?

Action Agenda No. 23 Motion and Vote

Vice Mayor Harris moved to pass and adopt Resolution No. 5800, adopting the FY 2024-25 Tentative Budget and 2025-2034 Tentative CIP and giving notice of the dates and times for hearing taxpayers for final adoption of the budget and for setting the tax levies and tax rates; Seconded by Councilmember Ellis.

Motion carried unanimously (6-0), Councilmember Poston absent.

Informational

24. Contracts and Agreements Administratively Approved, Month of April 2024

Unscheduled Public Appearances

None.

Current Events

Mayor's Announcements

MAYOR HARTKE noted the upcoming Chandler Chamber Awards on May 30 will provide an opportunity to celebrate businesses, educators, residents, and public servants that make Chandler great.

MAYOR HARTKE noted the DCCP Annual Meeting was a great opportunity to connect with Downtown Chandler businesses and hear many exciting updates.

MAYOR HARTKE congratulated Chandler's class of 2024 high school graduates.

MAYOR HARTKE wished everyone a happy Memorial Day.

Council's Announcements

COUNCILMEMBER ENCINAS wished Chandler graduates a happy graduation and a happy Memorial Day, honoring our service members.

COUNCILMEMBER ELLIS commented that she joined Neighborhood Resources staff in celebrating three years of the Golden Neighbors Program. Councilmember Ellis thanked Neighborhood Resources staff for contributing to three years of success in this program.

COUNCILMEMBER ELLIS noted that the Community Services Department has worked to achieve certified autism center designation through the work of Parks and Recreation staff to make interactions with residents safe, positive, and inclusive.

COUNCILMEMBER ELLIS shared that she had the opportunity to talk with media trailblazers about breaking barriers in the industry, improving communication, and how mentorship empowers young women.

COUNCILMEMBER ELLIS recognized one of her mentees for passing her NCLEX exam.

VICE MAYOR HARRIS said he will speak at the Memorial Day Observance at Valley of the Sun Memorial on May 30.

VICE MAYOR HARRIS thanked community members for their involvement in condemning teen violence.

City Manager's Announcements

None.

Adjourn

The meeting was adjourned at 7:14 p.m.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: June 13, 2024

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of Regular Meeting of the City Council of Chandler, Arizona, held on the 23rd day of May 2024. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of June, 2024.

_____

City Clerk

Meeting Minutes
City Council Special Meeting

June 3, 2024 | 5:30 p.m.
Council Chambers Conference Room
88 E. Chicago St., Chandler, AZ

Call to Order
The meeting was called to order by Mayor Kevin Hartke at 5:30 p.m.

Roll Call
Council Attendance
Mayor Kevin Hartke
Vice Mayor OD Harris
Councilmember Angel Encinas
Councilmember Christine Ellis
Councilmember Matt Orlando
Councilmember Jane Poston

Absent/Excused
Councilmember Mark Stewart

Appointee Attendance
Joshua Wright, City Manager
Kelly Schwab, City Attorney
Dana DeLong, City Clerk

Set an Executive Session
1. Executive Session pursuant to A.R.S. Section 38-431.03(A)(3) and (4) - Discussion and consultation with the City Attorney for legal advice and to consider its position and instruct its Attorneys regarding the City's position in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation in the matter of Andres Ramirez, Jr. and Normalicia Ramirez, et al. vs. City of Chandler, et al.

Action Agenda Motion and Vote
Vice Mayor Harris moved to hold an Executive Session Meeting immediately following the Special Meeting; Seconded by Councilmember Ellis.

Motion carried unanimously (6-0), Councilmember Stewart absent.

Adjourn

The meeting was adjourned at 5:31 pm.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: June 13, 2024

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the City Council of Chandler, Arizona, held on the 3rd day of June 2024. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of June, 2024.

_____

City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum **Government Relations & Transportation**
Policy Memo No. TP24-19

Date: June 13, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Ryan Peters, Strategic Initiatives Director
From: Jason Crampton, Transportation Planning Manager
Subject: Resolution No. 5813 Authorizing the Execution of a License Agreement with Salt River Project (SRP)

Proposed Motion:

Move City Council pass and adopt Resolution No. 5813 authorizing the execution of a license agreement with Salt River Project (SRP), granting the city access to SRP property on the northwest corner of Frye Road and the Consolidated Canal for the construction, maintenance, and operation of Frye Road collector street improvements.

Background:

East Frye Road (see Attachment 1) terminates at the Consolidated Canal, but there are currently no road improvements at this terminus other than asphalt. The 2024-2033 Capital Improvement Program includes funding to make collector street improvements to this section of Frye Road, with construction programmed for Fiscal Year 2027-28. Since the city will be making improvements in this area through the Frye Road Protected Bike Lanes Project in Fiscal Year 2024-25, there is an opportunity to incorporate the collector street improvements project into the Frye Road Protected Bike Lanes Project, which will begin construction in early 2025.

The Frye Road collector street improvements include adding a small cul-de-sac, sidewalk and lighting. The new sidewalk will provide an important connection to the Paseo Trail. A portion of the proposed new sidewalk will be within an SRP parcel on the north side of Frye Road (see Attachment 2). The proposed land use license agreement will allow the city to construct, maintain and operate this

sidewalk within SRP land. Additionally, since the cul-de-sac is too small for emergency vehicle turnaround, the proposed license agreement would allow city emergency vehicles to use the SRP driveway on the north side of Frye Road to turn vehicles around.

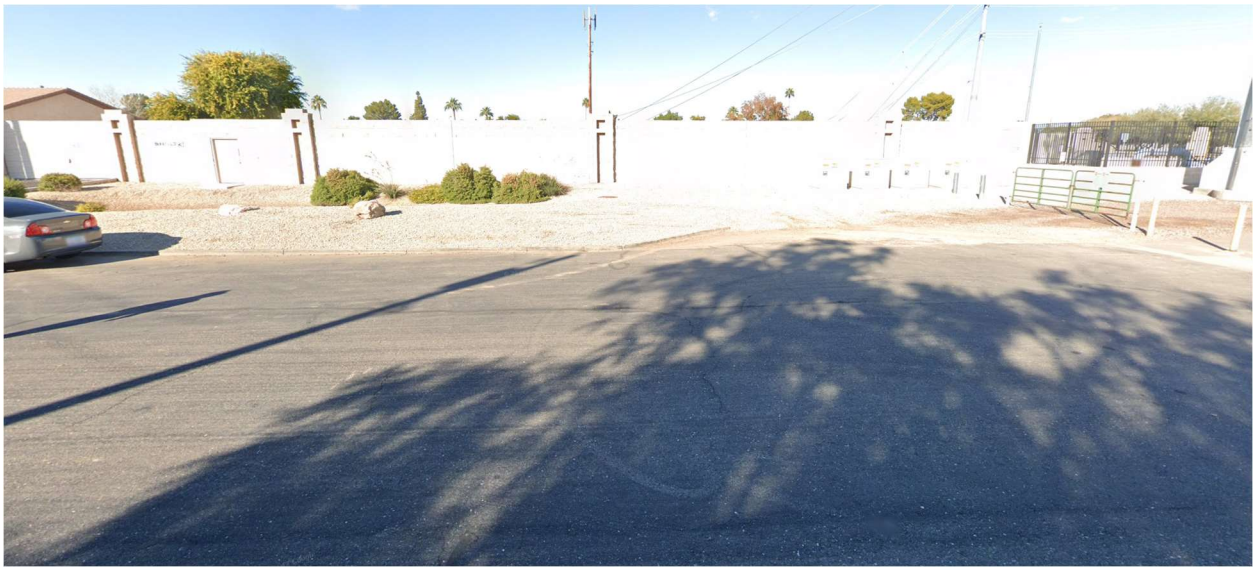
Attachments

1. Existing Conditions
2. Proposed Improvements
3. Resolution 5813
4. Agreement with Salt River Project

Attachment 1: Existing Conditions

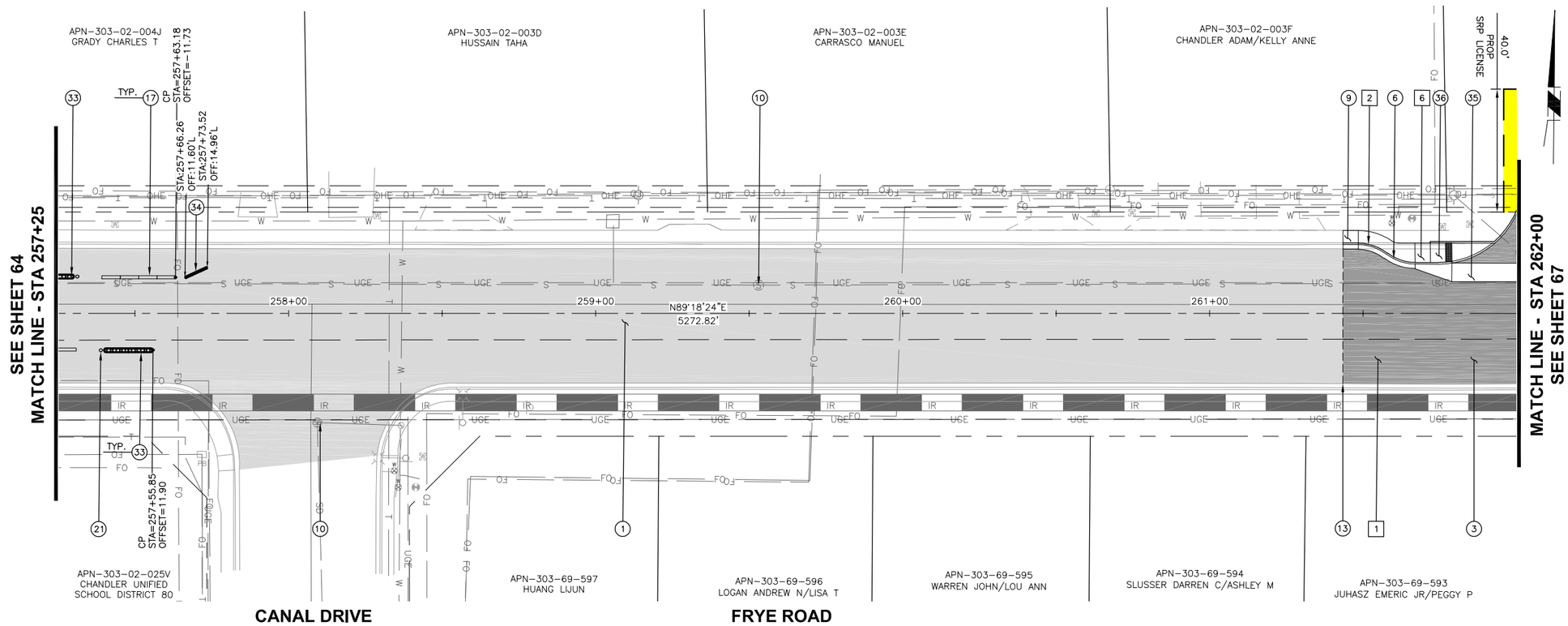
View to the east

View to the north



LEGEND

- STRUCTURAL SECTION 1
- STRUCTURAL SECTION 2
- STRUCTURAL SECTION 3
- CONCRETE



Land Use License Area

F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	AZ	ST2106	.	.	.

PAVING CONSTRUCTION NOTES

	DESCRIPTION	UNIT
(1)	CONSTRUCT PAVEMENT STRUCTURAL SECTION 2 PER TYPICAL SECTIONS ON SHEETS 10 – 14	2,196 SY
(3)	CONSTRUCT PAVEMENT STRUCTURAL SECTION 1 PER TYPICAL SECTIONS ON SHEETS 10 – 14	245 SY
(6)	CONSTRUCT CURB & GUTTER PER MAG STD DET 220, TYPE A, H=6".	43 LF
(9)	CONSTRUCT CONCRETE SIDEWALK PER MAG STD DET 230, WIDTH PER PLANS.	167 SF
(10)	ADJUST MANHOLE FRAME AND COVER PER MAG STD DET 422.	2 EA
(13)	SAWCUT 2' MIN. EXISTING PAVEMENT TO NEAT CLEAN EDGE & MATCH WITH PAVING PER TYPICAL SECTIONS.	N.P.I.
(17)	INSTALL MODULAR RUBBER SPEED BUMPS	5 EA
(21)	INSTALL SINGLE FLEX POST DELINEATOR	2 LF
(33)	CONSTRUCT PRECAST CURB PER DETAIL SHEET 20	3 EA
(34)	CONSTRUCT PRECAST CURB PER DETAIL SHEET 19	1 EA
(35)	CONSTRUCT VALLEY GUTTER PER MAG STD DET 240	170 SF
(36)	CONSTRUCT RAMP PER COC STD DET C257	103 SF

REMOVAL/RELOCATE NOTES

	DESCRIPTION	UNIT
1	REMOVE EXISTING PAVEMENT	282 SY
2	REMOVE EXISTING CONCRETE CURB	34 LF
6	REMOVE EXISTING SIDEWALK	140 SF

STORM DRAIN NOTES

DESCRIPTION	UNIT

Call at least two full working days before you begin excavation.
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

20 0 20 40 60
SCALE: 1" = 20'
VERT: 1" = 2'

NO.	REVISION	BY	APPR	DATE

	NAME	DATE
DESIGN	AS	04/24
DRAWN	AS,BA	04/24
CHECKED	CM	04/24

TYLin

CITY OF CHANDLER
COC LOG NO. CIV23-0003

PAVING PLAN

LOCATION
FRYE ROAD – ARIZONA AVE TO PASEO TRAIL

PRELIMINARY
95%
NOT FOR CONSTRUCTION OR RECORDING

SHEET 65 OF 167

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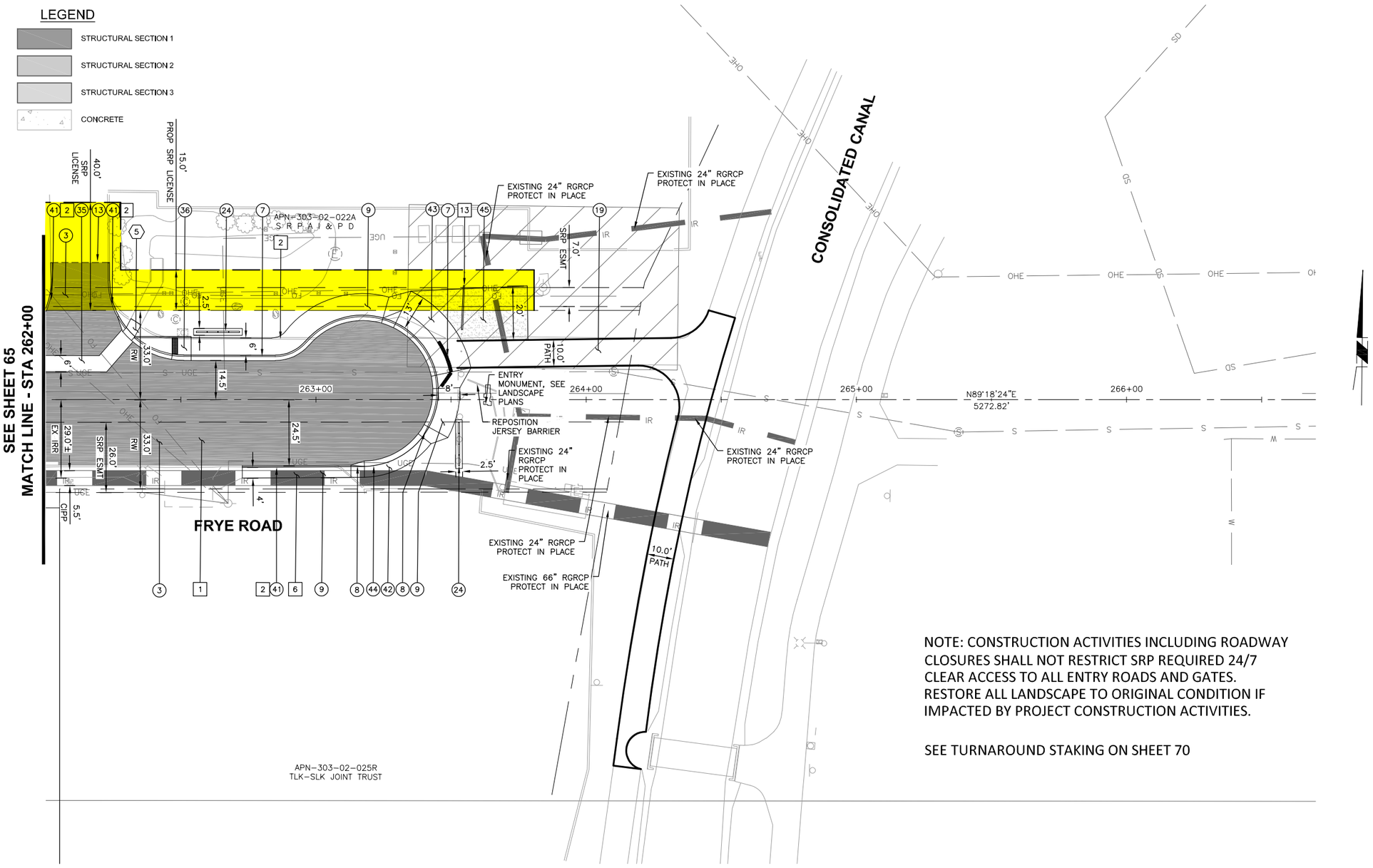

NOTE: CONSTRUCTION ACTIVITIES INCLUDING ROADWAY CLOSURES SHALL NOT RESTRICT SRP REQUIRED 24/7 CLEAR ACCESS TO ALL ENTRY ROADS AND GATES. RESTORE ALL LANDSCAPE TO ORIGINAL CONDITION IF IMPACTED BY PROJECT CONSTRUCTION ACTIVITIES.

SEE TURNAROUND STAKING ON SHEET 70

Land Use License Area

F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	AZ	ST2106	.	.	.

PAVING CONSTRUCTION NOTES

	DESCRIPTION	UNIT
3	CONSTRUCT PAVEMENT STRUCTURAL SECTION 1 PER TYPICAL SECTIONS ON SHEETS 10 – 14	736 SY
7	CONSTRUCT ROLL CURB & GUTTER PER MAG STD DET 220-1, TYPE C	132 LF
8	CURB TRANSITION PER MAG STD DET 221	N.P.I.
9	CONSTRUCT CONCRETE SIDEWALK PER MAG STD DET 230, WIDTH PER PLANS.	981 SF
13	SAWCUT 2' MIN. EXISTING PAVEMENT TO NEAT CLEAN EDGE & MATCH WITH PAVING PER TYPICAL SECTIONS.	N.P.I.
19	CONSTRUCT 7" PCCP SHARED USE PATH	2,697 SF
24	CONSTRUCT ART PANEL PER DETAIL ON SHEET 17	8 EA
35	CONSTRUCT VALLEY GUTTER PER MAG STD DET 240	210 SF
36	CONSTRUCT RAMP PER COC STD DET C257	115 SF
37	TACTILE DIRECTIONAL INDICATORS PER APPROVED PRODUCT LIST	9 EA
41	CONSTRUCT SINGLE CURB PER MAG STD DET 222, TYPE A	102 LF
42	CONSTRUCT 8" CONCRETE SIDEWALK PER MAG STD DET 230, WIDTH PER PLANS.	107 SF
43	CONSTRUCT INDUSTRIAL DRIVEWAY PER MAG STD DET 250-2	388 SF
44	CONSTRUCT RIBBON CURB PER MAG STD DET 220, TYPE B.	29 LF
45	DECOMPOSED GRANITE	623 SF

REMOVAL/RELOCATE NOTES

	DESCRIPTION	UNIT
1	REMOVE EXISTING PAVEMENT	891 SY
2	REMOVE EXISTING CONCRETE CURB	208 LF
6	REMOVE EXISTING SIDEWALK	152 SF
13	REMOVE AND REINSTALL EXISTING GATE	1 EA

STORM DRAIN NOTES

	DESCRIPTION	UNIT
5	CONSTRUCT CONCRETE SPILLWAY PER MAG STD DET 206.	19 SF

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

20 0 20 40 60
SCALE: 1" = 20'
VERT: 1" = 2'

NO.	REVISION	BY	APPR	DATE

	NAME	DATE
DESIGN	AS	04/24
DRAWN	AS,BA	04/24
CHECKED	CM	04/24

TYLin

CITY OF CHANDLER
COC LOG NO. CIV23-0003

PAVING PLAN

LOCATION
FRYE ROAD – ARIZONA AVE TO PASEO TRAIL

PRELIMINARY
95%
NOT FOR CONSTRUCTION OR RECORDING

SHEET 67 OF 167

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RESOLUTION NO. 5813

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING A LICENSE AGREEMENT BETWEEN SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (SRP) AND THE CITY OF CHANDLER TO AUTHORIZE THE CITY TO CONSTRUCT, MAINTAIN, AND OPERATE ROADWAY IMPROVEMENTS WITHIN A PARCEL OWNED BY SRP

WHEREAS, SRP owns Parcel 303-02-022A, adjacent to Frye Road; and

WHEREAS, the City plans to construct improvements to Frye Road as a part of the City's Frye Road Protected Bike Lanes project; and

WHEREAS, Frye Road improvements will create an end-of-road turnaround for passenger vehicles and a sidewalk for pedestrians to connect to the Paseo Trail; and

WHEREAS, a portion of these improvements will be made within Parcel 303-02-022A; and

WHEREAS, the City will be responsible for the operation and maintenance of the roadway and sidewalk improvements; and

WHEREAS, a license agreement with SRP is required to authorize the City to conduct construction, operation, and maintenance activities within SRP property.

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

Section 1. Approving the License Agreement between SRP and the City of Chandler for the construction, maintenance, and operation of roadway improvements within Parcel 303-02-022A.

Section 2. Authorizing the Mayor of the City of Chandler to execute the License Agreement on behalf of the City of Chandler.

PASSED AND ADOPTED by the Council of the City of Chandler, Arizona, this _____ day of June, 2024.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the foregoing Resolution No. 5813 was duly passed and adopted by the Council of the City of Chandler, Arizona, at a regular meeting held on the ___ day of June, 2024 and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

SALT RIVER PROJECT
LICENSE

Salt River Project License No.: LJ88368
Salt River Project File No.: 0680.8836
Effective Date: June 1, 2024
Agent: HDL

1. License Granted

The **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona ("District"), and the Salt River Valley Water User's Association ("Association"), Licensor, grants **CITY OF CHANDLER,** an Arizona Municipal Corporation ("Licensee"), a revocable License conveying the nonexclusive right and privilege to enter upon and use certain real property, the Licensed Property, under the following terms and conditions.

2. Purpose

Licensee shall use the Licensed Property only for drive turnaround area, landscaping, art panel, and sidewalk as referenced in the approved plans. Licensee shall not use the Licensed Property for any other purpose without the prior written approval of Licensor. Licensee acknowledges that, but for this License, it has no rights to use or occupy the Licensed Property, and represents that it makes no claim to such rights.

3. Licensed Property

The Licensed Property shall mean: that portion of land located in the NE Quarter of Section 35, Township 01S, Range 05E of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described on Exhibit A attached hereto and part of hereof.

4. Compensation

4.1 Except as stipulated in this Section 4, Licensee shall not be obligated to pay a fee or rent for the use and occupation of the Licensed Property in accordance with this License.

4.2 Licensee shall reimburse Licensor, for all federal, state and local excise, sales, privilege, gross receipts and other similar taxes lawfully imposed on and paid by Licensor as a result of the consideration received by Licensor under this License; provided, however, that this Section shall not apply to income taxes. Licensee shall pay all property taxes, if any, levied on the Licensed Property.

4.3 All amounts paid by Licensee to Licensor as a result of damages, costs, expenses and sums incurred by Licensor hereunder as a result of Licensee's default shall be deemed to be additional License Fees.

4.4 Any payment due unpaid under this License shall bear interest from the date payment is due at the rate of eighteen percent (18%) per annum. Licensor shall have all the rights and remedies provided herein and by law for Licensee's failure to pay any of the compensation specified in this Section 4.

4.5 Within 30 days of Licensor's delivery of an invoice therefore, Licensee shall pay any incremental increase in Licensor's operation and maintenance costs on the Licensed Property resulting from Licensee's exercise of its rights hereunder, Licensor shall incur no liability for any costs of repairing or replacing Licensee's improvements within the Licensed Property, damaged as a result of Licensor's operation and maintenance of its facilities, unless due to negligent or willful acts or omissions of Licensor or its agents or employees.

5. Term

The term of this license shall be from June 1, 2024 (the "Effective Date") through May 30, 2034, or until terminated subject to Section 7 hereof.

6. Assignment and Sub-Licensing

Licensee shall neither assign this License nor sub-license all or any portion of the Licensed Property and any such assignment or sub-license shall be void.

7. Termination of the License

7.1 If a party (the "Defaulting Party") fails (i) to make payment required herein by its due date or (ii) perform an obligation under this License within 30 days after written notice is given to the Defaulting Party of its failure to perform such obligation on the date when such performance was due (or, if such default cannot reasonably be cured within 30 days, then within such longer period as is determined by the non-defaulting party to be necessary to cure such default, provided the Defaulting Party commences to cure such default within the 30 day period), then, upon the expiration of the applicable cure period, the non-defaulting party may terminate this License upon not less than 30 days prior written notice to the Defaulting Party (such notice of termination must be in addition to the notice of default).

7.2 Either party may terminate this License without cause upon not less than ninety (90) days written notice.

7.3 In the event either party terminates this License, or upon expiration of the License term, Licensee's rights to use and occupy the Licensed Property hereunder shall cease at the date of termination; provided however, Licensee may enter upon the Licensed Property for a period of three hundred and sixty (360) days thereafter, for the sole purpose of removing Licensee's improvements and restoring the Licensed Property to the condition that existed prior to its improvements thereon. If Licensee has failed to remove any of its improvements or restore the Licensed Property within such three hundred and sixty (360) day period, Licensee shall reimburse Licensor for the reasonable costs incurred by Licensor for the removal or storage of Licensee's improvements and restoration of the Licensed Property. Licensee shall release and indemnify against all claims, Licensor, Association, and U.S.A. from all damages resulting to Licensee as a result of such removal, storage, or restoration. The provisions of this Section 7.3 shall survive termination of this License.

8. Maintenance of Licensed Property & Interface with Licensor's Use of Licensed Property

8.1 Subject to the conditions set forth herein, Licensor reserves to itself, and the Association, a right of access to the Licensed Property for the construction, use, operation, maintenance, relocation and removal of any existing and future electric or water distribution or transmission facilities. Any such construction, use,

operation, maintenance, relocation or removal shall be performed in a manner designed to avoid, to the extent feasible, disturbance to the improvements and Licensee's use and enjoyment of the Licensed Property. Licensor shall give Licensee at least ninety (90) days prior written notice of any such construction, use, operation, maintenance, relocation or removal that would materially disrupt the improvements or Licensee's use and enjoyment of the Licensed Property or the improvements; provided, however, that such notice may be given in such shorter period as Licensor determines to be reasonable under prevailing circumstances, or with no notice in the event of an emergency where no notice is feasible. Nothing in this License shall be construed to deny or lessen the powers and privileges granted Licensor by the laws of the State of Arizona and the U.S.A. Licensor shall not be liable to Licensee for any damage to public or private property or to installations located upon the Licensed Property, unless due to negligent or willful acts or omissions of Licensor or its agents or employees.

8.2 Licensee, at its own expense, shall maintain all of the Licensed Property in reasonably good, sanitary and safe condition. If Licensee defaults in the performance of the obligations set forth herein, and Licensor gives notice of the default, Licensee shall correct such default to the reasonable satisfaction of Licensor within the required period of time set forth in the notice of default (the "Correction Period"), which period of time shall be reasonable under the circumstances. If Licensee fails to correct the default within the Correction Period, Licensor may take any action reasonably determined by Licensor to be necessary to correct such default, including without limitation making any repair or modification to or removing any of the improvements. Licensee shall reimburse Licensor for the reasonable costs of correcting such default incurred and paid by Licensor within thirty (30) calendar days after Licensor presents Licensee with a statement of such costs. Licensee shall release Licensor, Association and U.S.A. from all damages resulting to Licensee from the correction of such default, including, without limitation, those damages arising from all repairs or modifications to or removal of any of the improvements.

9. Nonexclusive Rights

This License is nonexclusive and nothing herein shall be construed to prevent or restrict Licensor from granting other privileges to use the Licensed Property in a manner not inconsistent with Licensee's use of the Licensed Property in accordance with this License.

10. Existing Easements and Licenses

This License is subject to all existing encumbrances of record, including easements and licenses. It shall be Licensee's obligation and responsibility to ascertain the rights of all third parties in the Licensed Property. Licensor consents only to the use of the Licensed Property for the purposes described herein. Nothing in this License shall be construed as Licensor's representation, warranty, approval or consent regarding rights in the Licensed Property held by other parties. Licensee shall indemnify and hold Licensor harmless from any liability arising out of any dispute or claim regarding actual or alleged interests in the Licensed Property, affecting Licensee's interests created herein.

11. Indemnification

To the extent not prohibited by law, Licensee, its successors and assigns, shall indemnify, release, and hold harmless Licensor, Association and the United States of America, and the directors, officers, employees, agents, successors and assigns thereof, for, from and against any damage claim, demand, lawsuit or action of any kind for damages or loss, whether such damage or loss is to person or property, arising in whole or in part out of: (a) negligent or otherwise wrongful acts or omissions of Licensee, its agents, officers, directors, or

employees; (b) Licensee's use or occupancy of the Licensed Property for the purposes contemplated by this License, including but not limited to claims by third parties who are invited or permitted onto the Licensed Property, either expressed or implied, by Licensee or by the nature of Licensee's development or other use of the Licensed Property pursuant to this License; or (c) Licensee's failure to comply with or fulfill its obligations established by this License or by law. Such obligation to indemnify shall extend to and encompass all costs incurred by Licensor in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert fees, and any other litigation related expenses. Licensee's obligation pursuant to this Section 11 shall not extend to claims, demands, lawsuits or actions for liability attributable to the sole exclusive negligence or willful action of Licensor, its directors, officers, employees, agents, successors or assigns. The provisions of this Section shall survive termination of this License.

12. Insurance

Without limiting any liabilities or any other obligations of Licensee, Licensee shall provide and maintain, with forms and insurers acceptable to Licensor, and until all obligations under the License are satisfied, the minimum insurance coverages, as follows:

12.1 Worker's compensation insurance to cover obligations imposed by applicable federal and state statutes and employer's liability insurance with a minimum limit of One Million and No/100 Dollars ($1,000,000.00).

12.2 Commercial general liability insurance with a minimum combined single limit of Two Million and No/100 Dollars ($2,000,000.00) each occurrence. The policy shall include coverage for bodily injury liability, property damage liability, personal injury liability, and contractual liability for liability assumed under this License. The policy shall contain a severability of interests provision.

12.3 If applicable, comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than Two Million and No/100 Dollars ($2,000,000.00) each occurrence with respect to Licensee's vehicle, whether owned, hired or non-owned, assigned to or used in the performance of the work.

12.4 The policies required by Sections 12.2 and 12.3 hereof shall be endorsed to include Licensor, members of its governing bodies, its officers, agents and employees as additional insureds and shall stipulate that the insurance afforded for Licensor, members of its governing bodies, its officers, agents and employees shall be primary insurance and that any insurance carried by Licensor, members of its governing bodies, its officers, agents or employees shall be excess and not contributory insurance.

12.5 Licensee shall waive their rights of recovery and require its insurers providing the required coverages to waive all rights of subrogation against Licensor and members of its governing bodies, its officers, agents and employees for matters arising out of this License.

12.6 Upon execution of this License, Licensee shall furnish Licensor with Certificates of Insurance as evidence that policies providing the required coverages, conditions and limits are in full force and effect. Such certificates shall provide that not less than thirty (30) days advance notice of cancellation, termination, or alteration shall be sent directly to Licensor addressed as follows:

Manager, Land Rights Management, PAB10W
Salt River Project

P.O. Box 52025
Phoenix, Arizona 85072-2025

13. Construction

13.1 Prior to making any installations on the Licensed Property, Licensee shall submit to Licensor for its approval final construction documents and plan showing the location of any such installations. Licensor shall approve or disapprove such documents and plans within 30 days. Construction on the Licensed Property shall be performed only in accordance with approved construction documents and plan. At least ten (10) days prior to the beginning of any construction on the Licensed Property, Licensee shall give Licensor notice of the date that construction will begin and a schedule listing all construction activities and the dates when such construction activities will be performed. Licensee shall give Licensor written notice of all changes in the schedule and delays in construction immediately upon it being reasonably foreseeable that such change or delay will occur.

13.2 Licensee's improvements constructed, installed, operated and maintained on the Licensed Property shall not interfere with Licensor's use of Licensor's existing or any future irrigation or electric facilities on or adjacent to the Licensed Property.

13.3 Licensor may request Licensee to alter the scheduling of construction undertaken pursuant to Section 13.1 but only when and to the extent necessary to prevent any material interference with Licensor's use of the Licensed Property, and if such improvements do interfere with Licensor's use, Licensor may request Licensee to relocate Licensee's material, facilities and improvements as deemed necessary by Licensor.

13.4 If relocation of Licensee's materials, facilities, or improvements is necessitated by Licensor's use of existing facilities or the construction of improvements by or on behalf of Licensor, Licensee shall bear the entire actual cost of relocating said materials, facilities and improvements.

13.5 Licensor shall not exercise its right to require relocation of Licensee's facilities, materials, and improvements in an unreasonable or arbitrary manner. Licensor warrants to Licensee that as of the date of this License, relocation of Licensee’s facilities, materials, and improvements is not expected or anticipated as a result of Licensor’s existing plans for the Licensed Property.”

14. Permits, Statutes and Codes

Licensee shall comply with all requirements of all statutes, acts, ordinances, regulations, codes, and standards of legally constituted authorities with jurisdiction applicable to Licensee's use of the Licensed Property. Licensee shall obtain or cause to be obtained at its expense, all permits, approvals and authorizations required by Licensee's actions pursuant to this License.

15. Licensor's Right to Inspect

15.1 Licensor may enter any part of the Licensed Property at all reasonable times to make an inspection thereof. During any construction by Licensee, Licensor may inspect all trenching, backfilling and other related construction activity that potentially affects Licensor's facilities, and require conformance with all Licensor's requirements and specifications related thereto.

15.2 Licensee shall release Licensor, Association and the U.S.A. from any claims for damages arising out of any reasonable or unforeseeable delay caused by Licensor in permitting or inspecting any work

on the Licensed Premises. The provisions of this Section shall survive termination of this License.

16. Service of Notice

All notices, demands and invoices required or permitted by this License shall be in writing and shall be considered to have been properly delivered: (i) if mailed, three (3) business days after deposit in the U.S. mail, postage prepaid, return receipt requested, addressed as follows; (ii) if sent by overnight delivery service, on the next business day after deposit with such service, addressed as follows; or (iii) if personally delivered, on the date of delivery service to:

Mail

Notices to Licensor
Attn: Manager, PAB10W
SALT RIVER PROJECT
Land Rights Management
P.O. Box 52025
Phoenix, AZ 85072-2025

Notices to Licensee
Attn: Transportation Planning Manager
City of Chandler
P.O. Box 4008/ Mail Stop 412
Chandler, AZ 85244

Hand /Certified Delivery

Notices to Licensor
Attn: Manager, PAB10W
SALT RIVER PROJECT
Land Rights Management
2727 E. Washington Street
Phoenix, AZ 85034-1422

Notices to Licensee
Attn: Transportation Planning Manager
City of Chandler
P.O. Box 4008/ Mail Stop 412
Chandler, AZ 85244

Either party may change its address or the designated person to receive notification hereunder by giving notice of such change in the manner provided above.

17. Waiver

This License may not be modified or any provision waived except by written agreement executed by both Licensor and Licensee. The waiver by either party of any breach or failure to provide full performance under any of the terms and conditions of this License, or the failure of a party to exercise, or any delay in exercising, any rights or remedies provided herein or by law, or the failure of a party to notify the other properly in the event of a breach hereunder shall not be construed as a waiver of any other term of condition herein, or of any subsequent or continuing breach of the same or any other term or condition.

18. Attorneys' Fees Upon Default

If either party brings or defends any legal action, suit or proceeding based on rights or obligations arising from this License, the successful party shall be entitled to recover reasonable litigation expenses, court costs and reasonable attorneys' fees, as determined by a court, in any such action, suit or proceeding. The foregoing shall not in any way limit or restrict any other right or remedy at law or equity otherwise available to such party.

19. Force Majeure

If either party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this License, other than the obligation of Licensee to make payments of amounts due hereunder, then the obligations of both Licensee and Licensor, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall so far as possible be remedied within a reasonable time. The term "force majeure" as employed in this License shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, interruptions by government not due to the fault of the parties, civil disturbances, explosions, or unforeseeable action or nonaction by governmental bodies in approving the applications for approvals or permits or any material change in circumstances arising out of legislation, regulation or litigation. Nothing in this Section shall require Licensor to settle a strike.

20. Entire Agreement; Changes After Execution

This License, including its specified addenda and exhibits, if any, constitutes the entire agreement between the parties, and any amendment hereto must be in writing, signed by both parties.

21. Governing Law, Venue and Waiver of Trial by Jury

This License shall be interpreted, governed by, and constructed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. Licensor and Licensee agree that any action, suit, or proceeding arising out of, or in any way connected with this License, shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or in any way connected with this License.

22. Water Damage

Except when the result of the negligent or willful act or omission of Licensor, or its directors, officers, employees, agents or assigns, neither Licensor, Association nor the U.S.A. shall be liable for any loss sustained by Licensee, its officers, employees, agents or invitees on the Licensed Property because of water damage resulting from any source whatsoever, including, but not limited to, flood, drainage or run-off, irrespective of any prior knowledge by Licensor of the possibility of such flood, drainage or run-off, arising from or in connection with the operation or maintenance of any Salt River Reclamation Project dam, canal or other facility.

23. Reservation of Remedies

Unless otherwise provided herein, each party shall have available to it, all remedies provided by law or equity.

24. Archaeological and Environmental Compliance

24.1 Licensee shall notify Licensor's staff archaeologist should any cultural resources or human

remains be found on the Licensed Property, and when appropriate, shall be responsible for other notifications and legal requirements as required by the Archeological Resource Protection Act and the Native American Graves Protection and Repatriation Act and ensuing 43 CFR 10 regulations. All related costs to comply with the above requirements are the responsibility of the Licensee.

24.2 Licensee hereby assumes and accepts all liability and responsibility for initiation and completion of response, cleanup, and corrective and remedial action, and the cost thereof, required on the Licensed Property and any other affected premises due to any action taken by Licensee or its contractors, subcontractors, agents, or representatives during use of the Licensed Property that results in release or threatened release of any hazardous substance within the meaning of the Federal Comprehensive Environmental Response, Compensation and Liability Act -- 42 U.S.C. § 9601 et seq., or the Arizona Environmental Quality Act -- A.R.S. § 49-101 et seq., as such laws may have been or may be amended from time to time, or regulated substance within the meaning of Subtitle I of the Federal Resource Conservation and Recovery Act (Underground Storage Tanks) -- 42 U.S.C. § 6991a et seq., or the Arizona Underground Storage Tank Law -- A.R.S. § 49-1001 et seq., as such laws may have been or may be amended from time to time. This Section 24.2 shall survive termination of this License.

LICENSOR:

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

Signature: _____

Print: _____

Its: _____

Dated: _____

LICENSEE:

CITY OF CHANDLER

Signature: _____

Print: _____

Its: _____

Dated: _____

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

TRACE CONSULTING
1201 E. Jefferson St., Suite 3
Phoenix, AZ 85034

EXHIBIT "A"

LEGAL DESCRIPTION
SRP LICENSE
303-02-022A

That portion of the Northeast quarter of Section 35, Township 1 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows;

COMMENCING at the Southwest corner of Lot 3 of MINOR LAND DIVISION MAP, recorded in Book 590 of maps, Page 46, being a point on the Northerly right-of-way line of Frye Road;

Thence North 89° 18' 24" East, along the North right-of-way line of said Frye Road, a distance of 18.54 feet to the **POINT OF BEGINNING**.

Thence departing said North line, North 00° 41' 36" West, a distance of 40.00 feet;

Thence North 89° 18' 24" East, a distance of 32.00 feet;

Thence South 00° 41' 36" East, a distance of 25.00 feet;

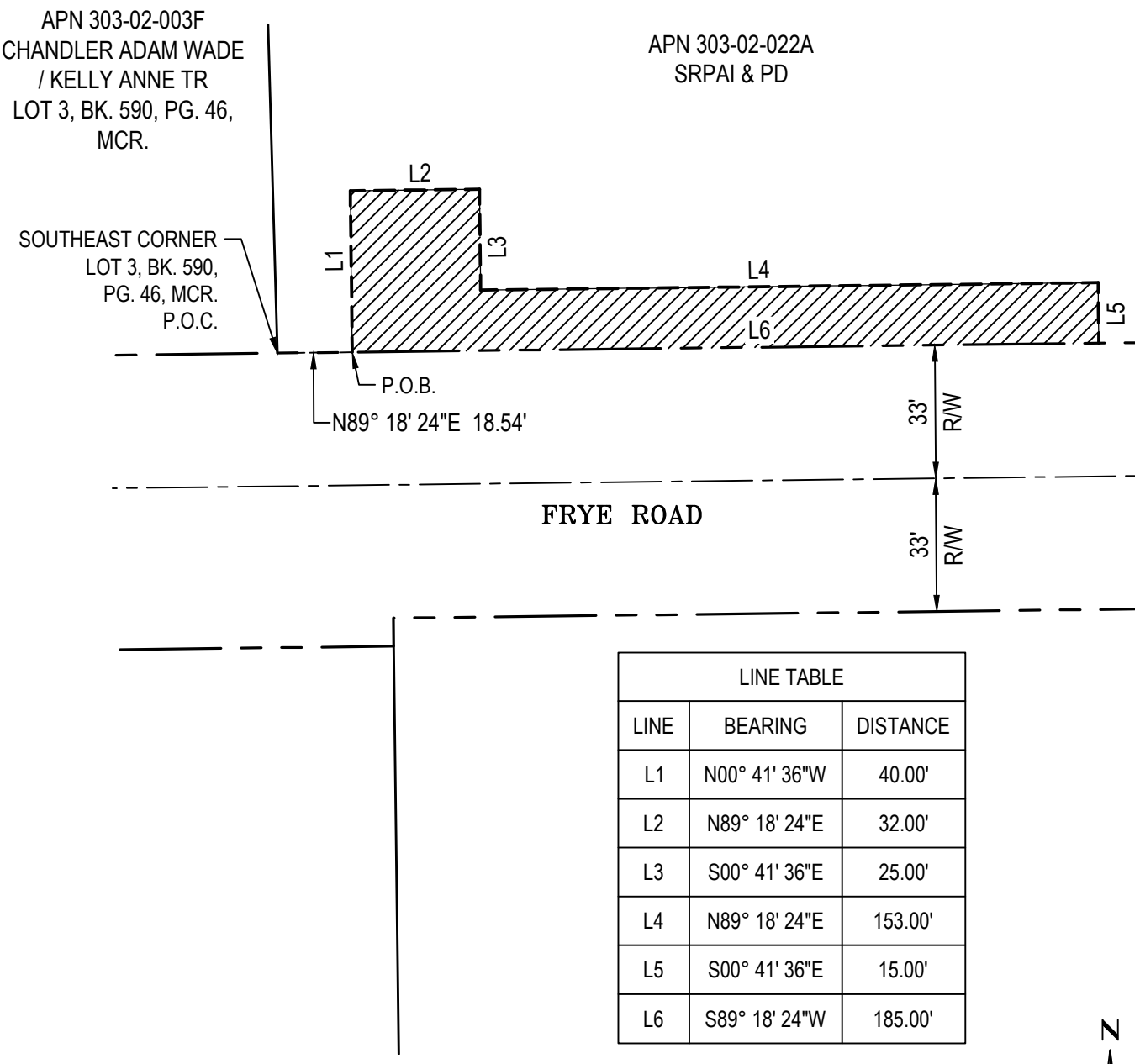
Thence North 89° 18' 24" East, a distance of 153.00 feet;

Thence South 00° 41' 36" East, a distance of 15.00 feet to a point on said North right-of-way line of Frye Road;

Thence South 89° 18' 24" West, along said North right-of-way line, a distance of 185.00 feet to the **POINT OF BEGINNING.**

Containing 3,575.00 square feet (0.0821 acres), more or less.

EXHIBIT A – APN 303-02-022A



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00° 41' 36"W	40.00'
L2	N89° 18' 24"E	32.00'
L3	S00° 41' 36"E	25.00'
L4	N89° 18' 24"E	153.00'
L5	S00° 41' 36"E	15.00'
L6	S89° 18' 24"W	185.00'

LEGEND

——— – ———	EXISTING MONUMENT LINE
– — – — – —	EXISTING PROPERTY LINE
——— – – ———	EXISTING R/W LINE
– – – – – –	NEW SRP LICENSE LINE
	NEW SRP LICENSE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

N

T.1S. R.5E.

SCALE: NTS

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36559
RICHARD L.
ANDERSEN
Date Signed 05/24/24
ARIZONA, U.S.A.

TRACE CONSULTING

TC# 220104, DATE: 05/24/2024

Parcel Map Check Report

Parcel Name: 303-02-022A - SRP LICENSE

North:836,520.80' East:732,696.70'

Segment# 1: Line
Course: N0° 41' 36"W Length: 40.00'
North: 836,560.79' East: 732,696.22'

Segment# 2: Line
Course: N89° 18' 24"E Length: 32.00'
North: 836,561.18' East: 732,728.22'

Segment# 3: Line
Course: S0° 41' 36"E Length: 25.00'
North: 836,536.18' East: 732,728.52'

Segment# 4: Line
Course: N89° 18' 24"E Length: 153.00'
North: 836,538.04' East: 732,881.51'

Segment# 5: Line
Course: S0° 41' 36"E Length: 15.00'
North: 836,523.04' East: 732,881.69'

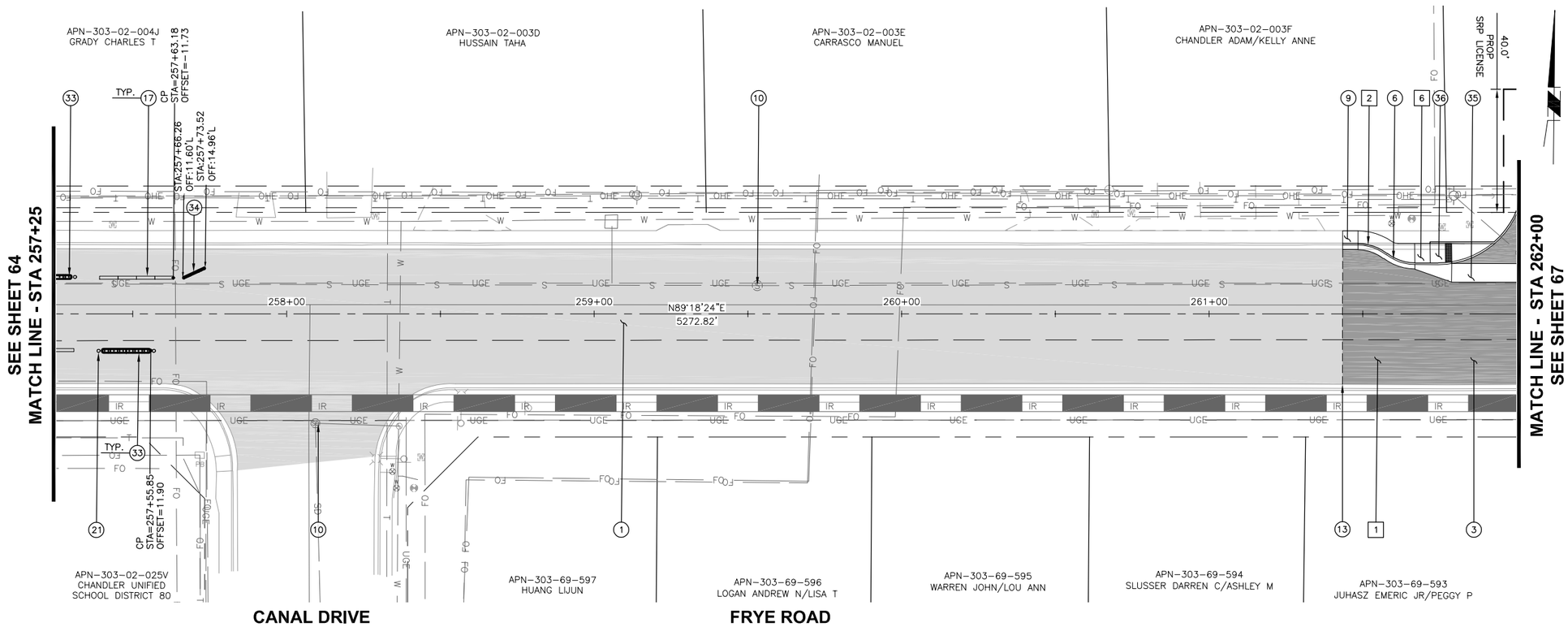
Segment# 6: Line
Course: S89° 18' 24"W Length: 185.00'
North: 836,520.80' East: 732,696.70'

Perimeter: 450.00' **Area:** 3,575.00Sq.Ft.
Error Closure: 0.00 Course: N90° 00' 00"W
Error North : 0.000 East: 0.000

Precision 1: 450,000,000.00

LEGEND

- STRUCTURAL SECTION 1
- STRUCTURAL SECTION 2
- STRUCTURAL SECTION 3
- CONCRETE



NOTE: 1.5' OF UNDISTURBED NATIVE SOIL TO BE MAINTAINED OVER TOP OF SRP IRRIGATION PIPE

F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	AZ	ST2106	.	.	.

PAVING CONSTRUCTION NOTES

	DESCRIPTION	UNIT
(1)	CONSTRUCT PAVEMENT STRUCTURAL SECTION 2 PER TYPICAL SECTIONS ON SHEETS 10 – 14	2,196 SY
(3)	CONSTRUCT PAVEMENT STRUCTURAL SECTION 1 PER TYPICAL SECTIONS ON SHEETS 10 – 14	245 SY
(6)	CONSTRUCT CURB & GUTTER PER MAG STD DET 220, TYPE A, H=6".	43 LF
(9)	CONSTRUCT CONCRETE SIDEWALK PER MAG STD DET 230, WIDTH PER PLANS.	167 SF
(10)	ADJUST MANHOLE FRAME AND COVER PER MAG STD DET 422.	2 EA
(13)	SAWCUT 2' MIN. EXISTING PAVEMENT TO NEAT CLEAN EDGE & MATCH WITH PAVING PER TYPICAL SECTIONS.	N.P.I.
(17)	INSTALL MODULAR RUBBER SPEED BUMPS	5 EA
(21)	INSTALL SINGLE FLEX POST DELINEATOR	2 LF
(33)	CONSTRUCT PRECAST CURB PER DETAIL SHEET 20	3 EA
(34)	CONSTRUCT PRECAST CURB PER DETAIL SHEET 19	1 EA
(35)	CONSTRUCT VALLEY GUTTER PER MAG STD DET 240	170 SF
(36)	CONSTRUCT RAMP PER COC STD DET C257	103 SF

REMOVAL/RELOCATE NOTES

	DESCRIPTION	UNIT
1	REMOVE EXISTING PAVEMENT	282 SY
2	REMOVE EXISTING CONCRETE CURB	34 LF
6	REMOVE EXISTING SIDEWALK	140 SF

STORM DRAIN NOTES

DESCRIPTION	UNIT

Call at least two full working days before you begin excavation.
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

20 0 20 40 60
SCALE: 1" = 20'
VERT: 1" = 2'

NO.	REVISION	BY	APPR	DATE

	NAME	DATE
DESIGN	AS	04/24
DRAWN	AS,BA	04/24
CHECKED	CM	04/24

TYLin

CITY OF CHANDLER
COC LOG NO. CIV23-0003

PAVING PLAN

LOCATION
FRYE ROAD – ARIZONA AVE TO PASEO TRAIL

Registered Professional Engineer (Civil) CERTIFICATE NO. 51336 CHRISTOPHER E MILNER Date Signed 5/30/24 ARIZONA, U.S.A. Expires 9/30/25

SHEET 65 OF 167

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Chris Milner
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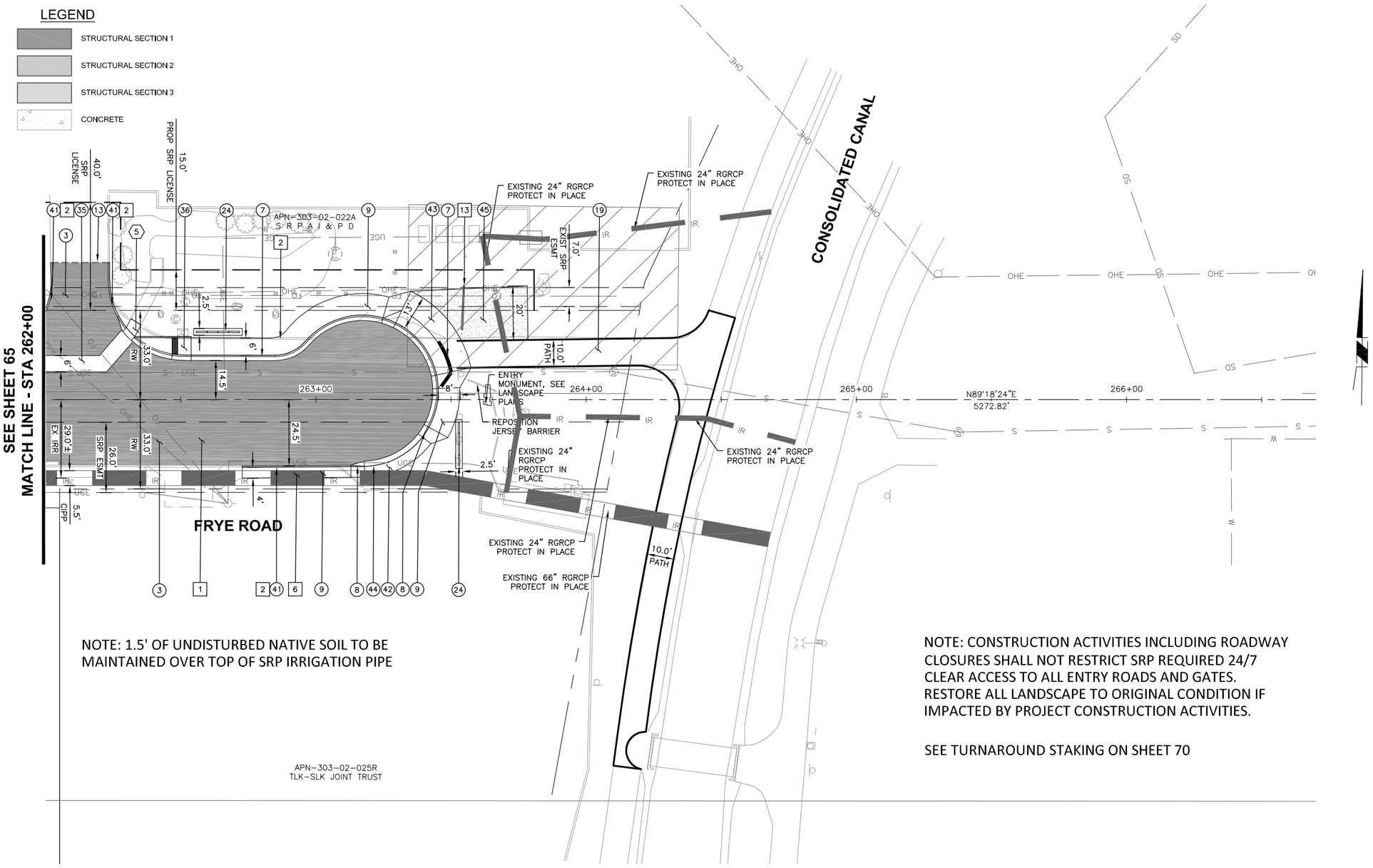

NOTE: 1.5' OF UNDISTURBED NATIVE SOIL TO BE MAINTAINED OVER TOP OF SRP IRRIGATION PIPE

NOTE: CONSTRUCTION ACTIVITIES INCLUDING ROADWAY CLOSURES SHALL NOT RESTRICT SRP REQUIRED 24/7 CLEAR ACCESS TO ALL ENTRY ROADS AND GATES. RESTORE ALL LANDSCAPE TO ORIGINAL CONDITION IF IMPACTED BY PROJECT CONSTRUCTION ACTIVITIES.

SEE TURNAROUND STAKING ON SHEET 70

F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	AZ	ST2106	.	.	.

PAVING CONSTRUCTION NOTES

	DESCRIPTION	UNIT
3	CONSTRUCT PAVEMENT STRUCTURAL SECTION 1 PER TYPICAL SECTIONS ON SHEETS 10 – 14	736 SY
7	CONSTRUCT ROLL CURB & GUTTER PER MAG STD DET 220-1, TYPE C	132 LF
8	CURB TRANSITION PER MAG STD DET 221	N.P.I.
9	CONSTRUCT CONCRETE SIDEWALK PER MAG STD DET 230, WIDTH PER PLANS.	981 SF
13	SAWCUT 2' MIN. EXISTING PAVEMENT TO NEAT CLEAN EDGE & MATCH WITH PAVING PER TYPICAL SECTIONS.	N.P.I.
19	CONSTRUCT 7" PCCP SHARED USE PATH	2,697 SF
24	CONSTRUCT ART PANEL PER DETAIL ON SHEET 17	8 EA
35	CONSTRUCT VALLEY GUTTER PER MAG STD DET 240	210 SF
36	CONSTRUCT RAMP PER COC STD DET C257	115 SF
37	TACTILE DIRECTIONAL INDICATORS PER APPROVED PRODUCT LIST	9 EA
41	CONSTRUCT SINGLE CURB PER MAG STD DET 222, TYPE A	102 LF
42	CONSTRUCT 8" CONCRETE SIDEWALK PER MAG STD DET 230, WIDTH PER PLANS.	107 SF
43	CONSTRUCT INDUSTRIAL DRIVEWAY PER MAG STD DET 250-2	388 SF
44	CONSTRUCT RIBBON CURB PER MAG STD DET 220, TYPE B.	29 LF
45	DECOMPOSED GRANITE	623 SF

REMOVAL/RELOCATE NOTES

	DESCRIPTION	UNIT
1	REMOVE EXISTING PAVEMENT	891 SY
2	REMOVE EXISTING CONCRETE CURB	208 LF
6	REMOVE EXISTING SIDEWALK	152 SF
13	REMOVE AND REINSTALL EXISTING GATE	1 EA

STORM DRAIN NOTES

	DESCRIPTION	UNIT
5	CONSTRUCT CONCRETE SPILLWAY PER MAG STD DET 206.	19 SF

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

20 0 20 40 60
SCALE: 1" = 20'
VERT: 1" = 2'

NO.	REVISION	BY	APPR	DATE

	NAME	DATE
DESIGN	AS	04/24
DRAWN	AS,BA	04/24
CHECKED	CM	04/24

TYLin

CITY OF CHANDLER
COC LOG NO. CIV23-0003

PAVING PLAN

LOCATION
FRYE ROAD – ARIZONA AVE TO PASEO TRAIL

Registered Professional Engineer (Civil) CERTIFICATE NO. 51336 CHRISTOPHER E MILNER Date Signed 5/30/24 ARIZONA, U.S.A. Expires 9/30/25

SHEET 67 OF 167

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CHANDLER arizona
Community of Innovation

City Council Memorandum Community Services Memo No. CP24-128

Date: June 13, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lange, Deputy City Manager - CFO
John Sefton, Community Services Director
Daniel Haskins, Capital Projects Division Manager
From: Alyssa Siqueiros, Construction/Design Project Manager
Subject: Professional Services Agreement for the Brooks Crossing Park Improvements Construction Management Services

---

Proposed Motion:

Move City Council award Professional Services Agreement No. PR2205.451 to Dibble CM, LLC, for the Brooks Crossing Park Improvements Construction Management Services, in an amount not to exceed $131,480.

Background/Discussion:

Originally developed in 1986, Brooks Crossing Park is an 8.1-acre neighborhood park located at 1345 West Calle del Norte. This park primarily serves the recreational needs for the residents living in the square mile bordered by Warner, Alma School, Ray, and Dobson roads. Existing amenities include a basketball court, playground, lighted walking paths, sand volleyball court, and open space.

This construction management agreement will oversee improvements to the park, including converting the existing park area lighting from high pressure sodium (HPS) to Light Emitting Diode (LED) lighting, replacement of play structures, additional shade structures, exercise stations, site furnishings, removing the sand volleyball court and replacing it with a lighted pickleball court, ADA-compliant concrete walkways, and landscape/irrigation renovations. The project scope of work consists of pre-construction assistance, construction management services, construction inspection, and record drawings.

The agreement completion time is 575 calendar days following Notice to Proceed.

A related Construction Agreement with DNG Construction, LLC, for the Brooks Crossing Park 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 Construction Management Services. Staff recommends approval of this agreement with Dibble CM, LLC, based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Financial Implications:

This project is funded from General Fund dollars reallocated from the receipt of American Rescue Plan Act (ARPA) monies.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.4580.6110.6PR049	General Government Capital Projects	Existing Neighborhood Park Improvem	$131,480.00	Y

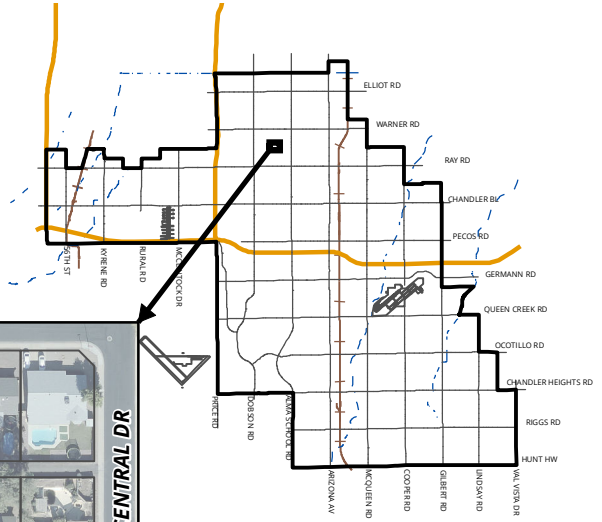
Attachments

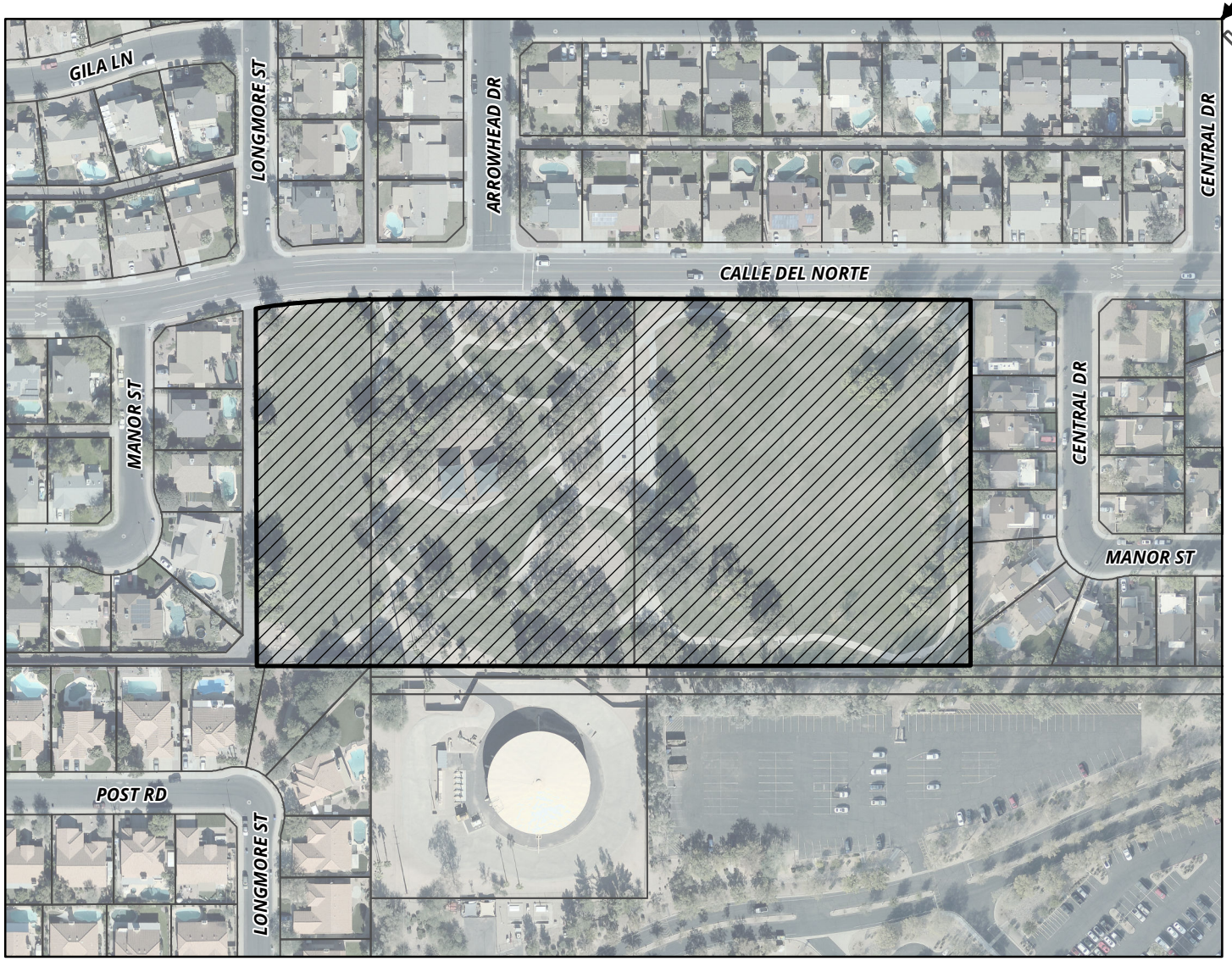
Location Map

Agreement - Dibble CM

CHANDLER arizona

BROOKS CROSSING PARK IMPROVEMENTS
PROJECT NO. PR2205.451





MEMO NO. CP24-128

PROJECT LOCATION

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Capital Projects\CP23-086 BROOKS CROSSING PARK REBUILD\CP23-086.mxd 12/15/2022 MARICELAH

PROFESSIONAL SERVICES AGREEMENT
Construction Management Services
BROOKS CROSSING PARK IMPROVEMENTS
Project No. PR2205.451
Council Date: June 13, 2024

This Agreement ("Agreement") is made and entered into on the _____ day of_____, 2024 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City''), and **Dibble CM, LLC**, a Delaware limited liability company, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide **Construction Management Services** for **BROOKS CROSSING PARK 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 **575** 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 **$131,480** 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: Daniel Haskins, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3335 Email: Daniel.haskins@chandleraz.gov	
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Raymond Potts**,** Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3326 Email: raymond.potts@chandleraz.gov	
To Consultant:	**LEGAL COMPANY NAME:**	Dibble CM, LLC
	Mailing Address:	3020 E. Camelback Rd., Suite 201, Phoenix, AZ 85016
	Physical Address:	3020 E. Camelback Rd., Suite 201, Phoenix, AZ 85016
	Statutory Agent Name:	KC Brandon
	Statutory Agent Mailing Address:	3020 E. Camelback Rd., Suite 201, Phoenix, AZ 85016
	Statutory Agent Physical Address:	3020 E. Camelback Rd., Suite 201, Phoenix, AZ 85016
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	KC Brandon
	Title:	President
	Phone:	602-957-3936
	Email:	kcbrandon@dibblecm.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 ("lndemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("lndemnitee") from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify lndemnitee from and against any and all Claims, except those arising solely from lndemnitee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against lndemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

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

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

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

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

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or

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

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

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

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

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

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

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

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act

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

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

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

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding 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 with Consultant (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:

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONSULTANT"
DIBBLE CM, LLC

KC Brandon 5/3/2024

Signature Date

KC Brandon

Print Name

President

Title

kcbrandon@dibblecm.com

Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

DIBBLECM

February 13, 2024

City of Chandler

Attn: Mr. Raymond Potts
Construction Project Manager
Public Works and Utilities
Capital Projects Division

Re: Project No. PR2205.451
Brooks Crossing Park
Construction Management and Inspection Services Proposal

Dear Mr. Potts,

Dibble CM is pleased to submit our construction management and inspection services proposal for this project. This proposal is based on a total project duration of **180** calendar days, 150 days for construction and 30 days for project closeout. Following is a summary of services we will provide:

Construction Administration Activities

- Monitor job progress and document quantities of work completed.
- Review contractor's pay requests and make recommendations to the city.
- Monitor the Contractor's progress in relation to the approved project schedule. Notify the Contractor and City of any deviations from the approved schedule which may cause a delay to the scheduled completion date. Request schedule recovery plans and revised schedules when needed, to show progress in conformance with contract requirements. Review and provide comments to schedule updates submitted by the Contractor.
- Evaluate Contractor requests for extra cost work, or construction contract time extensions and make recommendations to the City regarding approval or rejection. Prepare Change Orders and "Contract Contingency Allowance" approval documents for processing and final contract change order based on approved requests.
- Conduct progress meetings to review the current schedule and work progress and to facilitate resolution of construction issues. Prepare minutes of the meetings and distribute them to the attendees and project stakeholders.
- Maintain files and documentation of all information related to the project including correspondence, submittals, RFIs, inspection reports, test reports, pay applications, progress schedules, meeting minutes, change orders, and job photos.

DIBBLECM

Construction Inspection Activities

- Provide part-time (30 hrs. per week) construction inspection and surveillance of the contractor's work.
- Measure and document pay quantities.
- Monitor Contractor's Quality Control field testing, review materials test reports, and notify the Contractor of deficiencies in the work as indicated in the tests and reports.
- Observe and document unforeseen conditions, changed conditions, and extra work activities performed by the contractor.

Dibble CM appreciates this opportunity. Please let me know if you have any questions or comments regarding this proposal.

Respectfully,

Marc Stern

Marc Stern
Construction Manager
Dibble CM

All services are provided as T & M Not-To-Exceed Total Proposal. Only actual hours for services provided will be billed.

- Unit Prices are all-inclusive. No additional charges for mileage or other incidental expenses.
- Proposal is based on 30 hours per week for inspection services.
- Additional Inspection coverage that is required due to delayed schedules will require a commensurate adjustment in fee.

DIBBLECM

EXHIBIT "A"

CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
PR2205.451 – Brooks Crossing Park Improvements

PROJECT TASKS

1. PRE-CONSTRUCTION ASSISTANCE

A. Task 1.1 Preconstruction Assistance

i. Consultant must attend the pre-construction meeting.

2. CONSTRUCTION MANAGEMENT

A. Task 2.1 Weekly Construction Meetings

i. Consultant must generate meeting agendas and conduct weekly construction meetings. Each meeting includes agenda to be sent prior to meeting and minutes after meeting has concluded; Request for Information (RFI); Shop Drawing; Request for Information (RFI); Field Directive (FD); Material Certification; and Allowance Logs. Consultant assumes **20** weekly meetings will be held.

B. Task 2.2 CPM Schedule

i. Consultant must review and evaluate Contractor's initial CPM schedule and provide recommendations for acceptance.

ii. Consultant must review Contractor's monthly CPM schedule updates submitted with each payment application, identify CPM tasks behind schedule that may affect critical path items, project substantial and final completion dates, and initiate correspondence to City regarding those tasks. Consultant assumes **5** reviews of updated CPM schedule.

C. Task 2.3 Requests for Information (RFI's)

i. Consultant must prepare and maintain a log of all RFI's.

D. Task 2.4 Shop Drawing Submittals

i. Consultant must maintain a log of all submittals.

E. Task 2.5 Requests for Proposal (RFP)

i. Consultant must prepare Requests for Proposal (RFP) documents detailing requested additional work tasks; review and evaluate Contractor RFP responses (cost deviations) with approval recommendations; and prepare and maintain a log of all RFP's. Consultant assumes **6** RFPs.

F. Task 2.6 Field Directives (FD's)

i. Consultant must prepare Field Directive (FD) documents detailing requested additional work tasks; review and evaluate Contractor FD responses with approval recommendations; and prepare and maintain a log of all FD's. Consultant assumes **6** FD's.

G. Task 2.7 Contractor Payment Applications

i. Consultant must review and evaluate Contractor monthly payment applications and make recommendation for payment; maintain a weekly record of constructed pay quantities and compile monthly totals; and coordinate payment application with the City quantity report and the

inspectors' daily logs. Consultant assumes a maximum of **5** payment applications, with **2** reviews each.

3. CONSTRUCTION INSPECTION

A. Task 3.1 Inspection Services

i. Consultant must provide weekly construction inspection to verify materials and installations conform to construction documents; prepare daily inspection reports documenting Contractor construction activities and progress during field inspection visits; and perform intermittent erosion control inspections. Consultant assumes **1** inspector part time **30-hours** per week for duration of project.

B. Task 3.2 Project Closeout

i. Consultant must compile non-conformance list prior to Substantial Completion; schedule and conduct Substantial Completion inspection; prepare Substantial Completion punch list generated from Substantial Completion inspection; track items on punch list and note completed items; and complete and distribute Substantial Completion certificates.

ii. Consultant must schedule and conduct Final Completion inspection; and complete and distribute Final Completion certificates.

iii. Consultant must provide all documents in an electronic version that matches the City's filing system, so it can be imported into City's files.

4. MATERIALS TESTING

A. Task 4.1 Quality Control (QC) Test Program

i. Consultant must review and verify Contractor's Quality Control material test type and frequencies are consistent with City and MAG; review and evaluate Contractor's QC test schedule and provide recommendations on acceptance; and review and evaluate all Contractor sampling, test, and inspection results for conformance with construction documents.

5. RECORD DRAWINGS

A. Task 5.1 Record Drawings

i. Review and monitor Contractor's monthly updates on red-line drawing set.

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

1. Application fees for City reviews and permits will be paid by CITY.
2. The Owner's Allowance will only be utilized with prior written approval from the City representative.
3. The Direct Expense Allowance will be used for normal reimbursable expenses on the project. Items must be billed at cost and backup must be provided with pay applications.

EXHIBIT “B”
COMPENSATION AND FEES

DIBBLECM

EXHIBIT "B"
CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
FEE SCHEDULE
PR2205.451 - Brooks Crossing Park Improvements

Task	Description	Cost
1	**PRE-CONSTRUCTION ASSISTANCE**	
1.1	Pre-Construction Assistance	$ 350.00
	SUBTOTAL TASK 1:	**$ 350.00**
2	**CONSTRUCTION MANAGEMENT**	
2.1	Weekly Construction Meetings	$ 9,700.00
2.2	CPM Schedule	$ 1,650.00
2.3	Requests for Information (RFI)	$ 2,755.00
2.4	Shop Drawing Submittals	$ 2,755.00
2.5	Requests for Proposal (RFP)	$ 2,755.00
2.6	Field Directive (FD)	$ 2,755.00
2.7	Contractor Payment Applications	$ 2,425.00
	SUBTOTAL TASK 2:	**$ 24,795.00**
3	**CONSTRUCTION INSPECTION**	
3.1	Inspection Services	$ 93,960.00
3.2	Project Closeout	$ 4,175.00
	SUBTOTAL TASK 3:	**$ 98,135.00**
4	**MATERIALS TESTING**	
4.1	QC Test Program (Task per Exibit A Materials Testing Task 4.1.i)	$ 1,550.00
	SUBTOTAL TASK 5:	**$ 1,550.00**
6	**RECORD DRAWINGS**	
5.1	Record Drawings	$ 1,650.00
	SUBTOTAL TASK 6:	**$ 1,650.00**
SUBCONSULTANTS		
Subconsultant Name		$ -
Subconsultant Name		$ -
Subconsultant Name		$ -

Subconsultant Name	$	-
SUBTOTAL SUBCONSULTANTS:	**$**	**-**
ALLOWANCES		
Direct Expense Allowance	$	5,000.00
Owner's Allowance	$	-
SUBTOTAL ALLOWANCES:	**$**	**5,000.00**
PROJECT TOTAL:	**$**	**131,480.00**

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

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

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

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

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

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

1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written 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

N/A

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.

N/A

EXHIBIT “F”
FEDERAL REQUIREMENTS

N/A

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/6/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Drake Hollenback	
Farmer Woods Group 919 North 1st Street Phoenix AZ 85004	PHONE (A/C, No, Ext): (602)264-0566	FAX (A/C, No): (602)277-4706
	E-MAIL ADDRESS: drake-hollenback@leavitt.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Selective Insurance Company of America	12572
INSURED Dibble CM, LLC 3020 E Camelback Rd Ste 201 Phoenix AZ 85016	INSURER B : Underwriters at Lloyd's, London	15792
	INSURER C : Hiscox Insurance Company Inc	10200
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24/25 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / X PRO-JECT / X LOC OTHER:	X	Y	S2504924	1/27/2024	1/27/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS	X	Y	S2504924	1/27/2024	1/27/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			S2504924	1/27/2024	1/27/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Errors and Ommissions			B0621PDIBB000224	3/14/2024	3/14/2025	Each Claim $2,000,000	Agg $4,000,000
C	Cyber Liability			HCXCYBP505635923	06/12/2023	06/12/2024	Per Claim/Aggregate	$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: PR2205.451 Brooks Crossing Park Improvements
City of Chandler, its officers, officials, agents & employees is Additionally insured on a primary-noncontributory basis & waiver of subrogation apply as required in written contract per the attached forms. Umbrella follows form. Seperation of Insureds (Severability Clause) provided per the CG0001 04/13 (attached)

CERTIFICATE HOLDER

Paula.Brown@chandleraz.gov

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

D Hollenback/DRHOLL

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ElitePac®
Commercial Automobile Extension

Policy number: S250492401

COMMERCIAL AUTO
CA 78 09 04 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

40000FS 2504924 548

AMENDMENT TO SECTION I — COVERED AUTOS COVERAGES AND SECTION II — COVERED AUTOS LIABILITY COVERAGE

If this policy provides Auto Liability coverage for Owned Autos, the following extension is applicable:

EMPLOYEE OWNED AUTOS - BUSINESS USE

Solely for purposes of the coverage extended by this endorsement:

A. The following is added to **SECTION I, A. Description of Covered Auto Designation Symbols**:

Coverage symbols 1, 2, 3, 4, 5, 6 and 7 are amended to include the following:

Any "auto" owned by an "employee" specifically described on the Declarations page or on file with us when issued on a non-specified "auto" basis is considered an "auto" you own and not a covered "auto" you hire, borrow or lease; and

B. The following is added to **SECTION II, A.1. Who Is An Insured**:

An "employee" who is the owner of a specifically described "auto" on the Declarations page or on file with us when issued on a non-specified "auto" basis is an "insured".

If the "employee" owned "auto" is used:

1. Without your permission;
2. Outside the scope of any policies and procedures your business has for acceptable vehicle usage;
3. For any purpose other than the conduct of your business; or
4. By anyone other than the "employee" who owns the "auto", except another "employee",

the limits of liability available to the "employee" or anyone other than a named "insured" under all coverages shall be limited to the higher of:

1. $250,000; or
2. The compulsory or financial responsibility law limits where the "auto" is licensed and principally garaged.

AMENDMENTS TO SECTION II — LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. — Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs **(2)** and **(4)** of **SECTION II, A.2.a. — Supplementary Payments** are deleted in their entirety and replaced with the following:

(2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.

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(4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. — Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5. —** is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. — Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and

2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

B. If this policy provides Auto Liability coverage for Owned Autos, Non-Owned Autos or Hired Autos, the following extensions are applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. — Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS — As Required By Contract

The following is added to **SECTION II, A.1. — Who Is An Insured:**

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on the Business Auto Coverage Part on your policy is an additional "insured", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;

2. It is permitted by law; and

3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSUREDS

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. — Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III — PHYSICAL DAMAGE COVERAGE

For those covered "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage shown in the Declaration, the following extensions of coverage are applicable:

TOWING AND LABOR

SECTION III, A.2. — Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the applicable Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus", "Light Truck" or any commercial "auto" with a gross vehicle weight or gross combination weight greater than 10,000 pounds is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. — Glass Breakage — Hitting A Bird Or Animal — Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

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ADDITIONAL TRANSPORTATION EXPENSES SECTION III, A.4.a. — Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in Paragraphs **1.** or **2.** below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during a period of time reasonably required to repair or replace the covered "auto", even if that time period extends beyond the policy expiration date.

Paragraph **2.** of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

The 24 hour waiting period found on any other form endorsed onto the Auto Coverage part does not apply for any covered Rental Reimbursement "loss".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. — Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown on the Declarations; however, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or

2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:

(a) The operational safety of the vehicle might otherwise be impaired;

(b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or

(c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed covered "auto" our obligation to pay each applicable "loss" will be reduced by the hired "auto" deductible on this policy. If there is no hired "auto" coverage symbol 8 for physical damage coverage on the policy, our obligation to pay for each "loss" will be reduced by the deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to any "loss" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph **5.b.** is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos'" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and

2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. — Coverage Extensions:**

We will pay expenses for which you are legally responsible to pay for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident". The per day limit in the Business Auto Coverage form does not apply and the most we will pay per "accident" is the Limit of Insurance shown on the ElitePac Schedule.

Loss of Use Expense limits afforded by any endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac form.

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. — Coverage Extensions:**

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In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
   a. Overdue lease/loan payments at the time of "loss";
   b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
   c. Security deposits not refunded by the lessor or financial institution;
   d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
   e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. — Coverage Extensions:**

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. — Exclusions:**

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. — Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:
   a. Permanently installed in or upon the covered "auto" at the time of the "loss";
   b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
   c. Designed to be solely operated by use of power from the "auto's" electrical system; or
   d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of $50 shall apply, unless the deductible otherwise applicable to such equipment is less than $50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE — LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. — Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GREEN AUTOMOBILE REPLACEMENT COVERAGE

In the event of a total "loss" to an owned "auto" that is a "gasoline powered auto" for which Comprehensive, Specified Causes of Loss, or Collision coverage applies, Physical Damage coverage will be amended as follows:

If the owned "gasoline powered auto" is replaced by you with a "green auto", we will pay an additional 10% of the "gasoline powered auto's" actual cash value up to a maximum of $3,000, provided the "auto" is replaced and a copy of a bill of sale or new lease agreement is received by us within 60 calendar days of the date of the "loss".

Regardless of the number of "autos" deemed a total loss, the most we will pay under this coverage extension for any one "loss" is $10,000.

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AMENDMENTS TO SECTION IV — BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. — Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

However, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. — Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured con-tract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. — Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. — Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. — Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US — DEDUCTIBLES

The following is added to **SECTION IV, B.8. — Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V — DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

ADDITIONS TO SECTION V — DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

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If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph **2.** above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

GASOLINE POWERED AUTO

An "auto" that is designed to be solely powered by petroleum-based fuel.

GREEN AUTO

An "auto" that is designed to be powered by both petroleum-based fuel and electric power; or solely by electricity or any other renewable energy source.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.

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ElitePac®
General Liability Extension Endorsement

Policy number: S250492401

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages **3**-through-**9**) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds — Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds — As Required By Contract	Page 5
• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors) • Lessors of Leased Equipment • Managers or Lessors of Premises • Mortgagees, Assignees and Receivers • Any Other person or organization other than a joint venture • Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability ($100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
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Non-Owned Aircraft	Page 3
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Supplementary Payments Amended — Bail Bonds ($5,000) and Loss of Earnings ($1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 9
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, **if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss,** coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

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COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

(a) Less than 26 feet long and not being used to carry persons or property for a charge; or

(b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS.**

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion does not apply to:

(6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS.**

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III — LIMITS OF INSURANCE.**

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B. Paragraph **6.** under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph **5.** above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph **a.** of Definition **9.** "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion **p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **SECTION III — LIMITS OF INSURANCE:**

Subject to **5.** above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of $100,000.

SECTION I — COVERAGE C MEDICAL PAYMENTS

EXCLUSIONS

Any Insured Amendment

Exclusion **a. Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. Any Insured

To any insured.

This exclusion does not apply to:

(1) "Not-for-profit members";

(2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or

(3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion **f. Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph **1.b.** under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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B. Subparagraph **1.d.** under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

SECTION II — WHO IS AN INSURED — Amendments

Not-for-Profit Organization Members

The following paragraph is added to **SECTION II — WHO IS AN INSURED:**

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;

2. Your trustees;

3. Your members;

4. Your board members;

5. Your commission members;

6. Your agency members;

7. Your insurance managers;

8. Your elective or appointed officers; and

9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

A. Subparagraph **2.a.(1)(a)** under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".

B. Subparagraph **2.a.(2)** under **SECTION II — WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".

C. Subparagraph **2.a.(1)(d)** under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph **(1)** of Exclusion **2. e. Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

A. Subparagraph **3.a.** under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. The following paragraph is added to **SECTION II — WHO IS AN INSURED,** Paragraph **3:**

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations,** the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY**, Paragraph **4. Other Insurance,** Subparagraph **b. Excess Insurance:**

The insurance provided by this provision, **Newly Formed or Acquired Organizations,** is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds — As Required By Contract

A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:

1. Owners, Lessees or Contractors/Architects, Engineers and Surveyors

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

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b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **a.** above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph **a.,** above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **a.** above are completed.

2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

(1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

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(2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or

ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **2.b.** through **2.d.,** this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

B. The insurance coverage afforded to the additional insureds in this coverage extension:

1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";

2. Only applies to the extent permitted by law; and

3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or

f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

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Incidental Malpractice

Subparagraph **2.a.(1)(d)** under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;

2. A partner, if you are a partnership;

3. An "executive officer" or insurance manager, if you are a corporation;

4. Your members, managers or insurance manager, if you are a limited liability company; or

5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph **6. Representations** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or

2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and

3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Liberalization

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

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Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V — DEFINITIONS

Discrimination

(This provision does not apply in New York).

A. The following is added to Definition **14.** "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:

a. The insured; or

b. Anyone considered an insured under **SECTION II — WHO IS AN INSURED;**

2. Not done intentionally to cause harm to another person.

3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V — DEFINITIONS:**

"Discrimination" means:

a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or

c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V — DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition **17.** "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition **5.** "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V — DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

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Mental Anguish Amendment

(This provision does not apply in New York).

Definition **3.** "Bodily injury" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V — DEFINITIONS:**

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

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GENERAL AGGREGATE LIMIT PER PROJECT

Policy number: S250492401

COMMERCIAL GENERAL LIABILITY
CG 79 97 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The General Aggregate Limit under **SECTION III — Limits Of Insurance** applies separately to each of your projects away from premises owned by or rented to you.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **Section II — Who Is An Insured.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **Section V — Definitions.**

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SECTION I — COVERAGES

COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **Section III — Limits Of Insurance;** and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments — Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of **Section II — Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of **Section II — Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of **Section II — Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

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2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrong doing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

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f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrong doing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured

This exclusion does not apply to: .

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

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(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III — Limits Of Insurance.**

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage' arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

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(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III — Limits Of Insurance.**

COVERAGE B — PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **Section III — Limits Of Insurance;** and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments — Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods — Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

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i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

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COVERAGE C — MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A.**

SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of **Section I — Coverage A — Bodily Injury And Property Damage Liability,** such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II — WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

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2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III — LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

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3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A;** and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the “occurrence” or offense.

b. If a claim is made or "suit' is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

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4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **Section I — Coverage A — Bodily Injury And Property Damage Liability.**

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

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b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V — DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) “Personal and advertising injury” offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a “suit” on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

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9. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or “auto” to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the “occurrence” that caused it.

For the purposes of this insurance, electronic data is not tangible property.

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As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/6/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Greyling Ins Brokerage/EPIC
3780 Mansell Road, Suite 370
Alpharetta GA 30022

CONTACT NAME: ACEC Certificate Specialist
PHONE (A/C, No, Ext): 7706705355 **FAX (A/C, No):** 678.824.8554
E-MAIL ADDRESS: ACECcertificates@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company, Ltd.	11000
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED DIBBASS
Dibble & Associates Consulting
3020 E. Camelback Rd., Ste. 201
Phoenix AZ 85016

COVERAGES **CERTIFICATE NUMBER:** 414977219 **REVISION NUMBER:** 23-24

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		20WEGBA7Z71	11/1/2023	11/1/2024	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** N						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: City of Chandler. Brooks Crossing Park Improvements. Project No. PR 2205.451 City, its officers, officials, agents, and employees are named as Additional Insureds with respects to General Liability where required by written contract.

CERTIFICATE HOLDER

City of Chandler - Public Works Utilities Department
P.O. Box 4008, Mail Stop 407
Chandler AZ 85244-4008

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Gregg Bodenhamer

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CHANDLER arizona
Community of Innovation

City Council Memorandum Community Services Memo No.

Date: June 13, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
John Sefton, Community Services Director
From: Sandy Popovich, Management Analyst
Subject: Resolution No.5811 Authorizing an Intergovernmental Agreement with Chandler Unified School District No. 80

Proposed Motion:

Move City Council pass and adopt Resolution No. 5811 authorizing an Intergovernmental Agreement (IGA) between Chandler Unified School District (CUSD) No. 80 and the City of Chandler for the shared use of City and District property and the waiver of facility fees and defined development-related fees.

Background/Discussion:

The City and CUSD No. 80 ("District") have a long-standing history of working together to provide the best service to Chandler residents. In April 2001, the City entered a Facilities Use and Fees Agreement with the District governing the use of each entity's facilities by the other party, as well as the waiver of certain development-related fees for the construction of District facilities. There also exists documentation of mutual collaboration on similar issues between the City and the District dating back to the mid-1970s.

This agreement will provide continued operation and use of two (2) lighted ball fields at Andersen Junior High and four (4) lighted fields at Bogle Junior High; the field light structures at these facilities are owned by the City. This agreement also enables City use of District facilities such as gymnasiums, multipurpose rooms, and classrooms, which will allow the Community Services Department to host and expand programming opportunities to residents as facility scheduling permits. The District will waive all fees related to facility use by the City. In exchange, the City will make available to the District certain City-owned recreation and community

facilities for District professional, recreation, and educational programs, as available.

Additionally, the City will waive fees related to plan review, building permits, and building inspections, excluding system development (impact) fees and water/wastewater meters or where prohibited by state law. The agreement establishes an effective term of five (5) years, with successive five (5) year renewals upon both governing bodies' approval.

Financial Implications:

Because this IGA waives fees for both the District and the City, it is projected to have a positive fiscal impact. By waiving fees, both parties can save on administrative and billing/accounts payable expenses in relation to the development and use of facilities. Additionally, the agreement is expected to foster collaboration and resource sharing, allowing for more efficient use of facilities and services across the city. Per the agreement, each party will remain responsible for covering costs to repair any damage from use beyond normal wear and tear.

Attachments

Resolution 5811_IGA CUSD Fees/Facility Use

IGA CUSD Fees/Facility Use

RESOLUTION NO. 5811

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHANDLER AND CHANDLER UNIFIED SCHOOL DISTRICT NO. 80 FOR SHARED USE OF CITY AND DISTRICT PROPERTY AND WAIVER OF FEES.

WHEREAS, Chandler Unified School District No. 80 (the "District") and the City of Chandler (the "City") have a long-standing history of joint resource utilization for the benefit of Chandler residents; and

WHEREAS, the City and District previously executed an intergovernmental agreement ("IGA") that provided for cooperative use of City and District facilities and a mutual waiver of use fees as well as a waiver of the City's General Fund plan review, building permit and inspection fees, excluding development impact fees and water/wastewater meters, ("Review Fees") where permitted by Arizona law; and

WHEREAS, the City and District wish to continue to collaborate regarding use of facilities and waive associated use fees as well as Review Fees where permitted by Arizona law by executing a new IGA; and

WHEREAS, the City is authorized to enter into IGAs with other public agencies pursuant to Ariz. Rev. Stat. § 11-952.

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

Section 1. Approving the terms and conditions of the IGA with Chandler Unified School District No. 80 in substantially the form attached as Exhibit "A" to this Resolution and incorporated herein by reference.

Section 2. Authorizing the Mayor of the City of Chandler to execute the IGA on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2024.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5811 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2024 and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY
DMG

EXHIBIT “A”

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CHANDLER
AND
CHANDLER UNIFIED SCHOOL DISTRICT NO. 80

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this _____ day of _____, 2024 ("**Effective Date**"), by and between the CITY OF CHANDLER, an Arizona municipal corporation ("**City**"), and CHANDLER UNIFIED SCHOOL DISTRICT NO. 80, a political subdivision of the State of Arizona located in Maricopa County ("**District**"). City and District are referred to collectively in this Agreement as "Parties" and each may be referred to individually as a "Party."

RECITALS

A. Arizona Revised Statutes §§ 11-951 through 11-954 authorize the Parties to enter into this Agreement.

B. The Chandler City Council has passed and adopted a resolution authorizing the Mayor of the City of Chandler to execute this Agreement on behalf of City.

C. District's governing board authorizes the District Superintendent to execute this Agreement on behalf of District.

D. The Parties have for many years and wish to continue to collaborate and provide mutual assistance where possible to provide services and facilities to the Chandler community.

NOW, THEREFORE, in consideration of the mutual promises and representations set forth in this Agreement, including without limitation the Recitals, the Parties agree as follows:

AGREEMENT

1. Fees.

1.1 For District development projects, the City agrees, where permitted by Arizona law, to:

1.1.1 Waive fees related to General Fund plan review.

1.1.2 Waive fees related to building permit issuance, excluding development impact fees and water/wastewater meters.

1.1.3 Waive fees related to building inspections.

1.2 For City use of District facilities, District agrees to:

1.2.1 Waive school facility use rental fees, including related utilities, for rental of all District facilities.

1.2.2 Waive fees related to school facility use for District personnel (support staff, custodial, AV support, etc.), equipment.

1.3 For District use of City facilities, City agrees to:

1.3.1 Waive fees related to District-sponsored programs and events.

2. Lights.

2.1 The City agrees to:

2.1.1 Maintain and repair city-installed outdoor field/amenity lighting located on school grounds as identified in Exhibit "A" attached hereto and as may be amended from time to time.

2.1.2 Work collaboratively with District to identify future sites for installation of lighting where partnerships are mutually beneficial.

2.2 District agrees to:

2.2.1 Maintain and repair district-installed outdoor field/amenity lighting located on school grounds.

2.2.2 Provide and fund operational utility services on existing lighted sites and potential future District sites.

3. Facilities Use and Priority Scheduling.

3.1.1 The City agrees to make available at no charge to the District those park facilities that can be used for recreational/educational programs and other community activities in second priority to City use.

3.1.2 The District agrees to make available at no charge to the City those school facilities that can be used for recreational and other community activities in second priority to District use.

3.1.3 The respective owner of the facility will be responsible for ordinary maintenance. Any special maintenance needed for a particular event will be performed by the party using the facility.

3.1.4 Any City use of District facilities during the school year must occur outside of the normal school operating hours and cannot interfere or conflict with any District or school functions.

3.1.5 Each party is responsible for the protection of the facilities and the safety of any participants while using the other party's facilities.

3.1.6 Each party is responsible for any damage beyond normal wear and tear resulting to the other party's facilities during use.

3.1.7 Each party will work in collaboration to establish facility schedules that afford the most advanced planning as feasibly possible. (ex. Early planning for programming and public notice needs).

3.1.8 The City will coordinate and schedule the use of City-installed lights on school grounds.

3.1.9 District will make available a school campus location for a four- to five-week Adaptive Recreation Summer Camp during the summer break as determined by the District's applicable school calendar.

4. Public Notice and Communications

4.1.1 Parties may, in collaboration, work to provide improved public education and communications pertaining to events, programs, public meetings, City and District initiatives, etc. by sharing appropriate resources, tools, and platforms.

5. Administrative Scopes of Work (SOW) Agreements

5.1.1 When administratively deemed appropriate, parties may establish supplemental SOW to further clarify or define specifics related to a project, program, or facility schedule as governed by this IGA. (See Exhibit B for example framework.)

5.1.2 SOW will be reviewed at least annually and authorized by the City Manager and District Superintendent or authorized delegates.

6. Term. The term of this Agreement shall commence on the Effective Date be effective for a period of five (5) years and may be renewed for successive five (5) year periods upon approval of the parties' respective governing bodies unless sooner terminated.

7. Cancellation. Either Party may cancel this Agreement upon sixty (60) days' written notice to the other Party as provided for herein.

8. Notices. Unless otherwise specifically provided in this Agreement, or unless written notice of a change of address has been previously given under this Section, all notices, demands or other communication given hereunder shall be in writing and shall be deemed to have been duly delivered upon (A) personal delivery, (B) delivery by a recognized overnight courier (e.g., FedEx, UPS) for next business day delivery, or (C) as of the fifth business day after mailing by United States certified mail, postage prepaid, addressed as follows:

To City:	Community Services Director City of Chandler P. O. Box 4008 Mail Stop 500 Chandler, AZ 85244-4008 Phone: (480) 782-2707
To District:	Chandler Unified School District #80 Attn: Chief Financial Officer 1525 West Frye Road Chandler, Arizona 85224 Phone: (480) 812-7660

9. Disputes. Arizona law shall govern this Agreement and any dispute arising out of this Agreement. The Parties agree to engage in good faith negotiation and/or mediation in an effort to resolve all disputes prior to initiating any formal enforcement action.

10. Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511.

11. Indemnification. City and District (each as an "Indemnitor") agree to indemnify, defend, and hold harmless the other Party (each as an "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, volunteers, or contractors. The extent of the indemnity contained in this paragraph is limited to those Claims that arise out of or are related to the subject matter of this Agreement.

12. Severability. In the event that any provision or portion of this IGA is held invalid, illegal, or unenforceable, such provision or portion shall be severed from this IGA and shall have no effect on the remaining provisions, which shall remain in full force and effect.

13. Failure to Enforce. The failure to exercise any right, power or privilege under this Agreement will not constitute a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of that or any right, power or privilege.

14. Amendments. This Agreement constitutes the entire Agreement between the Parties and may not be changed, modified, or amended, except in writing, signed by all Parties.

15. Non-discrimination. In carrying out the terms of this IGA, the Parties agree to comply with Executive 2009-09 prohibiting discrimination in employment, the provisions of which are incorporated by reference.

16. Relationship. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Parties. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a Party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of _____, 2024.

CITY OF CHANDLER

By _____
Mayor Kevin Hartke

ATTEST:

By _____
City Clerk

CHANDLER UNIFIED SCHOOL DISTRICT NO. 80

By _____
District Superintendent

ATTEST:

By _____
Clerk of the Board

APPROVAL OF THE CHANDLER CITY ATTORNEY

Pursuant to Arizona Revised Statutes § 11-951 through § 11-954, I have reviewed the foregoing intergovernmental agreement between Chandler Unified School District No. 80 and the City of Chandler, and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the other Parties to enter into this Agreement.

DATED this _____ day of _____, 2024.

_____
Kelly Y. Schwab
Chandler City Attorney
DMG

APPROVAL OF CHANDLER UNIFIED SCHOOL DISTRICT COUNSEL

Pursuant to Arizona Revised Statute § 11-952, I have reviewed the foregoing intergovernmental agreement between Chandler Unified School District No. 80 and the City of Chandler, and declare this Agreement to be in proper form and within the powers and authority granted to the District under the laws of the State of Arizona.

No opinion is expressed as to the authority of the other Parties to enter into this Agreement.

DATED this _____ day of _____, 2024.

Sims Mackin, Ltd

By _____
Kristin Mackin
Counsel for Chandler Unified School District

EXHIBIT “A”

City Installed Lighting at CUSD Grounds

School Site	Address	Amenity	Install Year
Andersen Jr. High	**1255 N Dobson Rd, Chandler, AZ 85224**	**Tennis Courts 2 diamond fields**	**1990**
Bogle Jr. High	**1600 W Queen Creek Rd, Chandler, AZ 85248**	**4 diamond fields**	**1993**

EXHIBIT “B”

SAMPLE SCOPE OF WORK

ADMINISTRATIVE SCOPE OF WORK AGREEMENT
CHANDLER UNIFIED SCHOOL DISTRICT & CITY OF CHANDLER

This **Administrative Scope of Work Agreement** ("SOW") is issued pursuant to the _____, 2024 Intergovernmental Agreement between the **City of Chandler** ("CoC") and the **Chandler Unified School District** ("CUSD"), collectively the "Parties", and is effective as of the date of last signature on the signature page below ("Effective Date").

This SOW applies to: **_____**.

1. **Project Scope.** Parties will use all reasonable efforts to perform the services as specified in the Exhibits that follow and accompanying documents, which outline the specific tasks, deliverables, and general processes.

2. **Estimated Cost.** Identify the approximate market cost for the project, program, or facility use. This section is only used for internal review and record. The IGA intends to afford for equitable value exchange between CUSD and Chandler.

3. **Project/Program/Facility Use Duration.** The project will commence as of the Effective Date of the SOW and will conclude on _____.

4. **Final Project Deliverables.**
   a.
   b.
   c.

5. **Tentative/Typical Project Milestones.** Where appropriate a timeline is applicable.

Week	Project Activity/Milestones
Week 1 – 3	
Week 3 – 5	
Week 7 – 10	
Week 11 – 12	
Week 12 – 13	

All timelines set forth in this SOW are tentative and subject to change

6. **Key Personnel and Administration of the Project.** The following personnel will serve as the respective points of contact for this project. The Parties agree that the day-to-day administration of the Project will be the joint responsibility of CoC and CUSD.

   a. **CoC Personnel**
   NAME, EMAIL, PHONE

   Responsibilities:

   -
   -
   -

   b. **CUSD Personnel**
   NAME, EMAIL, PHONE

   Responsibilities:

   -
   -
   -

* * * Signature Page Follows * * *

BY SIGNATURE BELOW, BOTH PARTIES have executed this Scope of Work Agreement to be effective as of _____.

CITY OF CHANDLER	**CHANDLER UNIFIED SCHOOL DISTRICT NO. 80**
By _____ City Manager	By _____ District Superintendent

CHANDLER arizona
Community of Innovation

City Council Memorandum Community Services Memo No. CP24-127

Date: June 13, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lange, Deputy City Manager - CFO
John Sefton, Community Services Director
Daniel Haskins, Capital Projects Division Manager
From: Alyssa Siqueiros, Construction/Design Project Manager
Subject: Job Order Project Agreement for the Brooks Crossing Park Improvements

---

Proposed Motion:

Move City Council award Job Order Project Agreement No. PR2205.401 to DNG Construction, LLC, Pursuant to Job Order Master Agreement No. JOC2420, for the Brooks Crossing Park Improvements, in an amount not to exceed $1,987,588.

Background/Discussion:

Originally developed in 1986, Brooks Crossing Park is an 8.1-acre neighborhood park located at 1345 West Calle del Norte. This park primarily serves the recreational needs of the residents living in the square mile bordered by Warner, Alma School, Ray, and Dobson roads. Existing amenities include a basketball court, playground, lighted walking paths, sand volleyball court, and open space.

This construction contract includes converting the existing park area lighting from high pressure sodium (HPS) to Light Emitting Diode (LED) lighting, replacement of play structures, additional shade structures, exercise stations, site furnishings, removing the sand volleyball court and replacing it with a lighted pickleball court, ADA-compliant concrete walkways, and landscape/irrigation renovations. The agreement completion time is 210 calendar days following Notice to Proceed.

As with all park development projects, neighborhood input is important to the future improvements for this park. Community surveys and two virtual meetings were held in May and August 2022 to understand how nearby residents use the park and what improvements they would like to see. Community feedback

concluded that the residents who use Brooks Crossing Park preferred to remove the existing sand volleyball court and replace it with a lighted pickleball court. The residents that participated in the public input process were supportive of the project.

A related Professional Services Agreement for Construction Management services with Dibble CM, LLC, for the Brooks Crossing Park 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. The costs proposed for this project have been evaluated by staff and determined to be reasonable.

Financial Implications:

This project is funded from General Fund dollars reallocated from the receipt of American Rescue Plan Act (ARPA) monies.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.4580.6110.6PR049	General Government Capital Projects	Existing Neighborhood Park Improvem	$1,987,588	Y

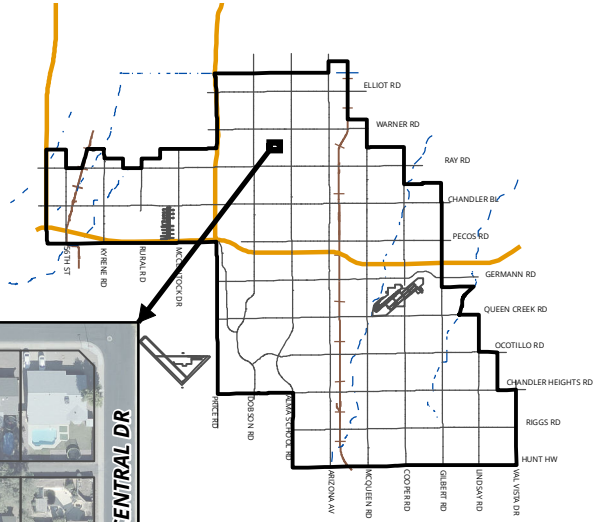
Attachments

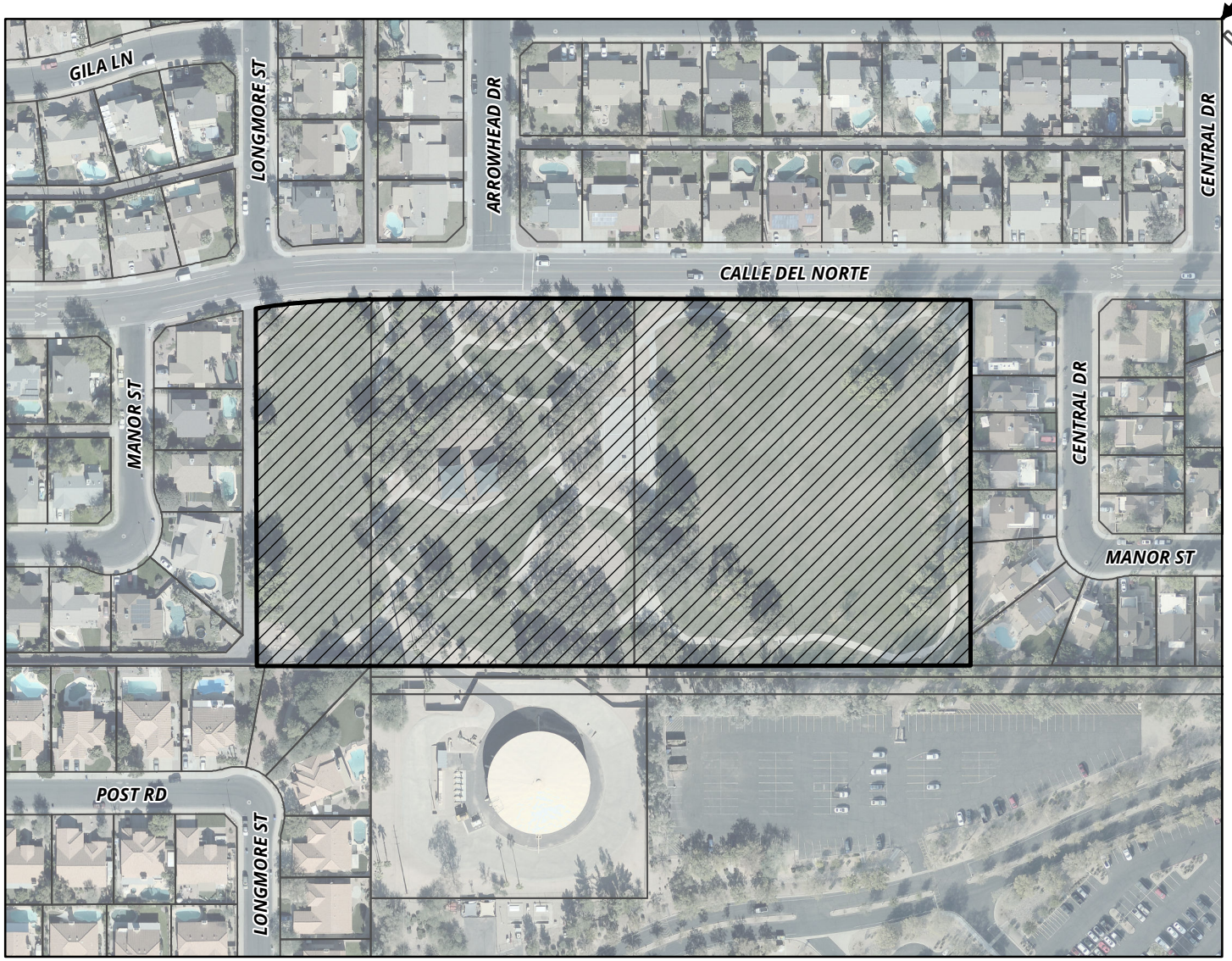
Location Map

Brooks Crossing Park JOC Contract

CHANDLER arizona

BROOKS CROSSING PARK IMPROVEMENTS
PROJECT NO. PR2205.401





MEMO NO. CP24-127

PROJECT LOCATION

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Capital Projects\CP23-086 BROOKS CROSSING PARK REBUILD\CP23-086.mxd 12/15/2022 MARICELAH

CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT

BROOKS CROSSING PARK IMPROVEMENTS

Project No. PR2205.401
Council Date: June 13, 2024

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this _____ day of _____ 2024 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and **DNG Construction, LLC**, an Arizona limited liability company, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC2420.401 ("JOC Master Agreement"). City and JOC Contractor may be referred to individually as "Party" or collectively as "Parties").

City and JOC Contractor, in consideration of the mutual covenants herein set forth, agree as follows:

RECITALS

A. On or about February 16, 2024, the Parties entered into the JOC Master Agreement, which terms and conditions are made a part of and incorporated into this Job Order Project Agreement by this reference.

B. City proposes to engage JOC Contractor for construction services as more fully described in Article 1 and **Exhibit "A"**, which is attached to and made a part of this Job Order by this reference.

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

ARTICLE 1. DESCRIPTION OF WORK

The Parties enter into this Job Order Project Agreement for the **BROOKS CROSSING PARK IMPROVEMENTS**, Project Number **PR2205.401**. The scope of work consists of renovation of the existing neighborhood park including LED lighting, play structures, shade structures, exercise stations, site furnishings, ADA compliant concrete walkways, and landscape/irrigation, all as more particularly set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

The JOC Contractor will not accept any change of scope, or change in Agreement provisions, unless issued in writing, as a Agreement amendment or change order and signed by the authorized signatories for each party.

Performance and Payment Bonds, as set forth in **Exhibit "C"** and **Exhibit "D"** respectively attached hereto and incorporated herein by reference, will be due prior to execution of each Job Order Project Agreement in the full amount of each Job Order.

At project completion, JOC Contractor must complete Contractor's Affidavit Regarding Settlement of Claims and Certificate of Completion, as set forth in **Exhibit "E"** and **Exhibit "F"** respectively attached hereto and incorporated herein by reference.

ARTICLE 2. PROJECT PRICE

City will pay JOC Contractor for completion of the Work in accordance with the JOC Master Agreement a fee not to exceed the Guaranteed Maximum Price of **$1,987,588** Dollars determined and payable as set forth in JOC Master Agreement and **Exhibit "B"** attached hereto and made a part hereof by reference.

ARTICLE 3. AGREEMENT TIME & SCHEDULE

JOC Contractor agrees to complete all Construction within **210** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. JOB ORDER CONTACTS

The following parties serve in the capacity below for this Job Order Project.

CITY:	Construction Project Manager: Raymond Potts	
	Phone:	480-782-3326
	Email:	raymond.potts@chandleraz.gov
JOC CONTRACTOR:	DNG Construction, LLC	
	3933 E. La Salle Street, Phoenix, AZ 85040	
	JOC Contractor Representative: Dominic DeMark	
	Phone:	480-361-9137
	Email:	ddemark@dngllc.com

ARTICLE 5. 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 have executed this Job Order as of the Effective Date.

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"JOC CONTRACTOR"
DNG CONSTRUCTION, LLC

Signature 5/1/24
Date

Dominic DeMark
Print Name

President
Title

ddemark@dngllc.com
Signer Email Address

EXHIBIT A
SCOPE OF WORK

DNG CONSTRUCTION, LLC
DESIGN/BUILD - CONSTRUCTION MANAGEMENT - GENERAL CONSTRUCTION

3933 E. La Salle St.
Phoenix, AZ 85040
Phone- 480-361-9137
AZ ROC- 282951, 288968
dngcontruction.com

EXHIBIT "A"

JOB ORDER COST PROPOSAL
COVER SHEET
PR2205: Brooks Crossing Park

04/04/24

Raymond Potts
Construction/Design Project Manager
City of Chandler/Public Works & Utilities

Dear Raymond,

DNG Construction, LLC submits our proposal for the Brooks Crossing Park.

Our proposal includes new PT Pickleball court, resurfacing of an existing basketball court, fitness area, (2) Ramadas, Playstructures, site furniture, LED area lighting, new park entryway, MDF, hardscape and landscape improvements based on the plans and specifications sealed November 20, 2023.

Our proposal includes general conditions, overhead & fee, sales tax and insurances and all related constructions costs. Our total proposal amount is **$1,987,588** which includes $150,000 in owners allowance and our project fee is **$111,307.** We anticipate the project to last about **5 months.**

Please let us know if you have any concerns or comments relating to our proposal and look forward to commencing work.

Sincerley,

Dominic DeMark
President

EXHIBIT A1
PROJECT SPECIFIC
SPECIAL PROVISIONS

Plant Warranty and Guarantee

At no additional cost to City, Contractor will warranty all installed trees and saguaros for a period of one year after final acceptance of the project against defects including death and unsatisfactory growth, except for defects resulting from neglect by City, vandalism, force majeure, abuse or damage by others, or incidents which are beyond Contractor's control. Shrubs groundcovers, and cactus varieties will be warranted through the duration of the plant establishment period. Remove and replace plant material found to be dead or in unhealthy condition at any time during the Plant Establishment Period or warranty period as applicable, or as directed by Engineer. Replace plant material that is in doubtful condition at the end of warranty period, unless, in the opinion of Engineer, it is advisable to delay replacement. If a replacement is delayed, another inspection will be conducted, at an agreed upon date, to determine acceptance or rejection. Only one replacement (per tree, shrub, or cacti) will be required during the warranty period, except for loss or replacements due to failure to comply with the specified requirements.

EXHIBIT B
FEE SCHEDULE

DNG CONSTRUCTION, LLC
DESIGN/BUILD - CONSTRUCTION MANAGEMENT - GENERAL CONSTRUCTION

3933 E. La Salle St.
Phoenix, AZ 85040
Phone- 480-361-9137
AZ ROC- 282951, 288968
dngcontruction.com

EXHIBIT "B"

JOB ORDER COST PROPOSAL
SUMMARY SHEET
PR2205: Brooks Crossing Park Rebuild

Negotiated Prices			
Price of Subcontractor(s)		$	1,459,686
Price of Subconsultant(s)		$	-
General Conditions		$	130,412
Preconstruction Labor (if applicable)		$	-
Construction Labor (if applicable)		$	-
SUBTOTAL (NEGOTIATED PRICES):		**$**	**1,590,098**
Overhead and Profit (Coefficient per Job Order Master Agreement)	**7%**	**$**	**111,307**
TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		**$**	**1,701,405**
Insurance, Bonds, & Taxes			
Sales Tax, Material Only (Current Tax Rate) **ENTER TAX % HERE:**	**5.07%**	$	86,261
General Liability Insurance Percentage (Actual Cost per Job Order)		$	22,970
Builder's Risk Insurance Percentage (Actual Cost per Job Order)		$	9,938
Payment Bond (Actual Cost per Job Order)		$	17,014
Performance Bond (Actual Cost per Job Order)			Included
SUBTOTAL (INSURANCE, BONDS, & TAXES):		**$**	**136,183**
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		**$**	**1,837,588**
City's Allowance		**$**	**150,000**
TOTAL JOB ORDER:		**$**	**1,987,588**

Per the Job Order Master Agreement - This Fee Table includes all fees, costs, insurance and bond premiums, allowances, construction contingency, and taxes of any type necessary to fully, propertly and timely perform and construct the Work. Also per the Job Order Master Agreement - For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials basis, the costs may be reimbursed to JOC Contractor and chargeable against the Contract Price will be determined as set forth in MAG 109.5.

DNG CONSTRUCTION, LLC

DATE: 04/05/24

GENERAL REQUIREMENTS ESTIMATE

PROJECT: PR2205: Brooks Crossing Park
LOCATION: CHANDLER, AZ

PREP. BY: DD/JT
CHK'D BY:

DESCRIPTION	QTY.	UNITS	UNIT COST	TOTAL COST
PROJECT MANAGER	200	HRLY	$ 102.50	$ 20,500
PROJECT SUPERINTENDENT	800	HRLY	95.25	76,200
FIELD ENGINEER	0	HRLY	76.50	-
LABORER	0	HRLY	42.25	-
CARPENTER	0	HRLY	56.50	-
BUILDING PERMIT	0	LS	-	-
DUST CONTROL / ENVIRONMENTAL PERMIT	1	LS	1,500.00	1,500
BLUEPRINTS, COPIES AND REPRODUCTION	2	SETS	75.00	150
POSTAGE & DELIVERY SEVICE	1	EA	125.00	125
FIELD COMPUTER SERVICE	5	MONTHS	85.00	425
SITE COMPUTER - HARDWARE / SOFTWARE	0	LS	-	-
DESIGN & ENGINEERING SERVICES	0	LS	-	-
PROJECT FIELD OFFICE/STORGAE CONTAINTER	5	MONTHS	875.00	4,375
FIELD OFFICE SET-UP / REMOVAL	1	EA	500.00	500
DRINKING WATER	5	MONTHS	75.00	375
TEMPORARY TOILETS / SANITARY FACILITIES	5	MONTHS	475.00	2,375
TEMPORARY POWER	0	MONTHS	-	-
TEMPORARY WATER - HYDRANT METER FEES	0	EA	-	-
WATER CONSUMED	0	MONTHS	-	-
POWER CONSUMED	0	MONTHS	-	-
MOBILE PHONE USAGE	5	MONTHS	125.00	625
PROJECT SECURITY / WATCHMAN	0	WKS	-	-
TEMPORARY FENCE	1063	LF	5.75	6,112
TEMPORARY ROADS AND ENTRANCES	0	EA	-	-
DUST CONTROL / PALLIATION	1	LS	2,500.00	2,500
STREET SWEEPER	0	EA	-	-
PROJECT SIGNAGE AND BARRICADES	1	LS	625.00	625
FIRE PROTECTION AND SAFETY SUPPLIES	0	MONTHS	-	-
PROGRESSSIVE CLEAN UP	0	MHRS	-	-
CONCRETE WASH OUT	5	LS	450.00	2,250
FINAL CLEANING	0	LS	-	-
TRASH DISPOSAL	5	TRIPS	525.00	2,625
PROJECT PICKUP TRUCK	5	MONTHS	875.00	4,375
MISC. SMALL TOOLS AND SUPPLIES	0	LS	-	-
EQUIPMENT / TOOL RENTAL	0	LS	-	-
EQUIPMENT FUEL	0	MONTHS	-	-
PROJECT SAFETY	5	MONTHS	955.00	4,775
TOTAL GENERAL REQUIREMENTS				**$ 130,412**

DNG CONSTRUCTION, LLC
DESIGN/BUILD - CONSTRUCTION MANAGEMENT - GENERAL CONSTRUCTION

SCHEDULE OF VALUES

PR2205: Brooks Crossing Park

Bid Item	Bid Item Description	Qty	Unit	Labor			Equipment/Tools			Tools & Supplies			Materials/DISPOSAL			Subcontractors			Subcontractor, Supplier, SBE
				MH	Unit	Cost	QTY	Unit	Cost	QTY	Unit	Cost	QTY	Unit	Cost	MH	Unit	Cost	
2.05	Survey																	$ 4,500	Rick Engineering
2.10	Material Testing																	$ 8,942	RAMM
2.12	Demo/Earthwork																	$ 74,450	Redd Construction
2.22	SWPP																	$ 13,750	6k SWPPP
2.30	Underground																	$ 23,500	NorthStar
2.45	Fencing/Masonry																	$ 77,774	Vulcan
2.50	Landscape																	$ 259,874	Redd Construction
2.60	Site Amenities																	$ 92,842	Exerplay
3.10	Concrete																	$ 314,258	Competitive Edge
3.20	Basketball/Pickle Courts																	$ 59,000	Harcon
11.40	Playground Equipment																	$ 208,925	Exerplay
12.25	Ramadas/Shade Canopy																	$ 68,361	Exerplay
12.32	Fitness Equipment																	$ 25,710	Exerplay
15.10	Plumbing																	$ 21,275	Above All
16.10	Electrical																	$ 203,025	WAV
19.90	Structural Inspection Allo																	$ 3,500	CTS
																		$ 1,459,686	

DNG CONSTRUCTION, LLC

GENERAL ESTIMATE

PROJECT: PR2205: Brooks Crossing Park
TRADE: Survey
DATE: 04/05/24

PAGE:
BY: DD

COST CODE	SUBCONTRACTOR	DESCRIPTION	QTY	UNITS	UNIT COST LABOR	TOTAL LABOR	UNIT COST MATERIAL	TOTAL MATERIAL	UNIT COST EQUIPMENT	TOTAL EQUIPMENT	UNIT COST SUB.	TOTAL SUB.	TOTAL COST
Selected Subcontractor													
	Rick Engineering		1	EA		0.00		0.00		0.00	4,500.00	4,500.00	4,500.00
		Verify horizontal & vertical control points				0.00		0.00		0.00		0.00	0.00
		Pavement/Curb cuts for removals				0.00		0.00		0.00		0.00	0.00
		Stakes for sidewalk				0.00		0.00		0.00		0.00	0.00
		Stakes for waterline/drywells/basins/rip-rap culverts				0.00		0.00		0.00		0.00	0.00
		Stakes for Ramadas & site amenities				0.00		0.00		0.00		0.00	0.00
		Stakes for site grading				0.00		0.00		0.00		0.00	0.00
		Stakes for new light poles				0.00		0.00		0.00		0.00	0.00
		Asbuilts				0.00		0.00		0.00		0.00	0.00
Other Subcontractors													
	TOTAL THIS SHEET												4,500.00

DNG CONSTRUCTION, LLC

GENERAL ESTIMATE

PROJECT: PR2205: Brooks Crossing Park
TRADE: MATERIAL TESTING
DATE: 04/05/24

PAGE:
BY: DD

COST CODE	SUBCONTRACTOR	DESCRIPTION	QTY	UNITS	UNIT COST LABOR	TOTAL LABOR	UNIT COST MATERIAL	TOTAL MATERIAL	UNIT COST EQUIPMENT	TOTAL EQUIPMENT	UNIT COST SUB.	TOTAL SUB.	TOTAL COST
Selected Subcontractor													
	RAMM		1	EA		0.00		0.00		0.00	8,942.00	8,942.00	8,942.00
		Compaction Testing				0.00		0.00		0.00		0.00	0.00
		Concrete Cylindars				0.00		0.00		0.00		0.00	0.00
		Special Inspections				0.00		0.00		0.00		0.00	0.00
						0.00		0.00		0.00		0.00	0.00
						0.00		0.00		0.00		0.00	0.00
						0.00		0.00		0.00		0.00	0.00
						0.00		0.00		0.00		0.00	0.00
						0.00		0.00		0.00		0.00	0.00
Other Subcontractors													
	TOTAL THIS SHEET												8,942.00

DNG CONSTRUCTION, LLC

GENERAL ESTIMATE

PROJECT: PR2205: Brooks Crossing Park
TRADE: Demo_Earthwork
DATE: 04/05/24

PAGE:
BY: DD

COST CODE	SUBCONTRACTOR	DESCRIPTION	QTY	UNITS	UNIT COST LABOR	TOTAL LABOR	UNIT COST MATERIAL	TOTAL MATERIAL	UNIT COST EQUIPMENT	TOTAL EQUIPMENT	UNIT COST SUB.	TOTAL SUB.	TOTAL COST
Selected Subcontractor													
	Redd Construction		1	EA		0.00		0.00		0.00	61,950.00	61,950.00	61,950.00
		Concrete demo				0.00		0.00		0.00		0.00	0.00
		Demo playground structure				0.00		0.00		0.00		0.00	0.00
		Demo Site amenities				0.00		0.00		0.00		0.00	0.00
		Demo volleyball court				0.00		0.00		0.00		0.00	0.00
		Demo landscape/trees				0.00		0.00		0.00		0.00	0.00
		Remove dirt (New Containment area)	1			0.00		0.00		0.00	12,500.00	12,500.00	12,500.00
						0.00		0.00		0.00		0.00	0.00
						0.00		0.00		0.00		0.00	0.00
Other Subcontractors													
	M&J											88,000.00	
	Buesing											79,500.00	
	TOTAL THIS SHEET												74,450.00

DNG CONSTRUCTION, LLC

GENERAL ESTIMATE

PROJECT: PR2205: Brooks Crossing Park
TRADE: SWPPP
DATE: 04/05/24

PAGE:
BY: DD

COST CODE	SUBCONTRACTOR	DESCRIPTION	QTY	UNITS	UNIT COST LABOR	TOTAL LABOR	UNIT COST MATERIAL	TOTAL MATERIAL	UNIT COST EQUIPMENT	TOTAL EQUIPMENT	UNIT COST SUB.	TOTAL SUB.	TOTAL COST
Selected Subcontractor													
	6k		1	EA		0.00		0.00		0.00	13,750.00	13,750.00	13,750.00
		Waddels				0.00		0.00		0.00		0.00	0.00
		Signage				0.00		0.00		0.00		0.00	0.00
		Monthly Inspections				0.00		0.00		0.00		0.00	0.00
		Log Book				0.00		0.00		0.00		0.00	0.00
						0.00		0.00		0.00		0.00	0.00
						0.00		0.00		0.00		0.00	0.00
						0.00		0.00		0.00		0.00	0.00
						0.00		0.00		0.00		0.00	0.00
Other Subcontractors													
	Desert Services											16,780.00	
	TOTAL THIS SHEET												13,750.00

DNG CONSTRUCTION, LLC

GENERAL ESTIMATE

PROJECT: PR2205: Brooks Crossing Park
TRADE: Underground
DATE: 04/05/24

PAGE:
BY: DD

COST CODE	SUBCONTRACTOR	DESCRIPTION	QTY	UNITS	UNIT COST LABOR	TOTAL LABOR	UNIT COST MATERIAL	TOTAL MATERIAL	UNIT COST EQUIPMENT	TOTAL EQUIPMENT	UNIT COST SUB.	TOTAL SUB.	TOTAL COST
Selected Subcontractor													
	NorthStar		1	EA		0.00		0.00		0.00	23,500.00	23,500.00	23,500.00
		1" Water Service & Meter				0.00		0.00		0.00		0.00	0.00
		1" Backflow Prevention Assembly				0.00		0.00		0.00		0.00	0.00
						0.00		0.00		0.00		0.00	0.00
						0.00		0.00		0.00		0.00	0.00
						0.00		0.00		0.00		0.00	0.00
						0.00		0.00		0.00		0.00	0.00
						0.00		0.00		0.00		0.00	0.00
						0.00		0.00		0.00		0.00	0.00
Other Subcontractors													
	LJL											31,850.00	
	TOTAL THIS SHEET												23,500.00

DNG CONSTRUCTION, LLC

GENERAL ESTIMATE

PROJECT: PR2205: Brooks Crossing Park
TRADE: Fencing
DATE: 04/05/24

PAGE:
BY: DD

COST CODE	SUBCONTRACTOR	DESCRIPTION	QTY	UNITS	UNIT COST LABOR	TOTAL LABOR	UNIT COST MATERIAL	TOTAL MATERIAL	UNIT COST EQUIPMENT	TOTAL EQUIPMENT	UNIT COST SUB.	TOTAL SUB.	TOTAL COST
Selected Subcontractor													
	Vulcan		1	EA		0.00		0.00		0.00	77,774.00	77,774.00	77,774.00
		Wire mesh				0.00		0.00		0.00		0.00	0.00
		CMU Pillar & Steel Trellis				0.00		0.00		0.00		0.00	0.00
		Pickleball fencing				0.00		0.00		0.00		0.00	0.00
		Ramada CMU columns				0.00		0.00		0.00		0.00	0.00
		Park sign structure				0.00		0.00		0.00		0.00	0.00
						0.00		0.00		0.00		0.00	0.00
						0.00		0.00		0.00		0.00	0.00
						0.00		0.00		0.00		0.00	0.00
Other Subcontractors													
	Steiger											85,000.00	
	TOTAL THIS SHEET												77,774.00

DNG CONSTRUCTION, LLC

GENERAL ESTIMATE

PROJECT: PR2205: Brooks Crossing Park
TRADE: Landscaping
DATE: 04/05/24

PAGE:
BY: DD

COST CODE	SUBCONTRACTOR	DESCRIPTION	QTY	UNITS	UNIT COST LABOR	TOTAL LABOR	UNIT COST MATERIAL	TOTAL MATERIAL	UNIT COST EQUIPMENT	TOTAL EQUIPMENT	UNIT COST SUB.	TOTAL SUB.	TOTAL COST
Selected Subcontractor													
	Redd Construction		1	EA		0.00		0.00		0.00	259,874.00	259,874.00	259,874.00
		Trees				0.00		0.00		0.00		0.00	0.00
		Shrubs				0.00		0.00		0.00		0.00	0.00
		Boulders				0.00		0.00		0.00		0.00	0.00
		DG				0.00		0.00		0.00		0.00	0.00
		Curbing				0.00		0.00		0.00		0.00	0.00
		Turf				0.00		0.00		0.00		0.00	0.00
		Backflow Preventer				0.00		0.00		0.00		0.00	0.00
		Grouted Rip Rap				0.00		0.00		0.00		0.00	0.00
Other Subcontractors													
	Sunburst										305,000.00		
	DTR										325,000.00		
	TOTAL THIS SHEET												259,874.00

DNG CONSTRUCTION, LLC

GENERAL ESTIMATE

PROJECT: PR2205: Brooks Crossing Park
TRADE: Site Amenities
DATE: 04/05/24

PAGE:
BY: DD

COST CODE	SUBCONTRACTOR	DESCRIPTION	QTY	UNITS	UNIT COST LABOR	TOTAL LABOR	UNIT COST MATERIAL	TOTAL MATERIAL	UNIT COST EQUIPMENT	TOTAL EQUIPMENT	UNIT COST SUB.	TOTAL SUB.	TOTAL COST
Selected Subcontractor													
	Exerplay		1	EA		0.00		0.00	56,620.50	56,620.50		0.00	56,620.50
		Trash Receptacle (15)	1			0.00		0.00		0.00		0.00	0.00
		Benches (13)	1			0.00		0.00		0.00		0.00	0.00
		Tables (4)	1			0.00		0.00		0.00		0.00	0.00
		Bike Racks (2)	1			0.00		0.00		0.00		0.00	0.00
		Grills (2)	1			0.00		0.00		0.00		0.00	0.00
		Mats (7)	1			0.00		0.00		0.00		0.00	0.00
		Pet Stations (5)	1		1,775.00	1,775.00	5,000.00	5,000.00		0.00		0.00	6,775.00
		Wood Fiber	1		6,800.00	6,800.00	11,750.00	11,750.00		0.00		0.00	18,550.00
		Install	1			0.00		0.00		0.00	10,896.00	10,896.00	10,896.00
Other Subcontractors													
	TOTAL THIS SHEET												92,841.50

DNG CONSTRUCTION, LLC

GENERAL ESTIMATE

PROJECT: PR2205: Brooks Crossing Park
TRADE: Concrete
DATE: 04/05/24

PAGE:
BY: DD

COST CODE	SUBCONTRACTOR	DESCRIPTION	QTY	UNITS	UNIT COST LABOR	TOTAL LABOR	UNIT COST MATERIAL	TOTAL MATERIAL	UNIT COST EQUIPMENT	TOTAL EQUIPMENT	UNIT COST SUB.	TOTAL SUB.	TOTAL COST
Selected Subcontractor													
	Competitive Edge		1	EA		0.00		0.00		0.00	314,258.00	314,258.00	314,258.00
		Sidewalk				0.00		0.00		0.00		0.00	0.00
		Flucuation Ramps				0.00		0.00		0.00		0.00	0.00
		Turf curbing				0.00		0.00		0.00		0.00	0.00
		Containment Headers				0.00		0.00		0.00		0.00	0.00
		Slabs				0.00		0.00		0.00		0.00	0.00
		CMU wall				0.00		0.00		0.00		0.00	0.00
		Light pole bases				0.00		0.00		0.00		0.00	0.00
		Sandblasting				0.00		0.00		0.00		0.00	0.00
		Scuppers				0.00		0.00		0.00		0.00	0.00
		CMU seat walls				0.00		0.00		0.00		0.00	0.00
		Ramada Footing				0.00		0.00		0.00		0.00	0.00
Other Subcontractors													
	HD Concrete											350,150.00	
	Harcon											Incomplete Bid	
	TOTAL THIS SHEET												**314,258.00**

DNG CONSTRUCTION, LLC

GENERAL ESTIMATE

PROJECT: PR2205: Brooks Crossing Park
TRADE: PT Courts
DATE: 04/05/24

PAGE:
BY: DD

COST CODE	SUBCONTRACTOR	DESCRIPTION	QTY	UNITS	UNIT COST LABOR	TOTAL LABOR	UNIT COST MATERIAL	TOTAL MATERIAL	UNIT COST EQUIPMENT	TOTAL EQUIPMENT	UNIT COST SUB.	TOTAL SUB.	TOTAL COST
Selected Subcontractor													
	Harcon		1	EA		0.00		0.00		0.00		0.00	0.00
		Pickle Ball Court (1)	1			0.00		0.00		0.00	23,400.00	23,400.00	23,400.00
		Pickle Ball & Basketball Resurface	1			0.00		0.00		0.00	25,500.00	25,500.00	25,500.00
		Basketball & Pickle Ball Equipment	1			0.00		0.00		0.00	7,500.00	7,500.00	7,500.00
		Grade Prep	1			0.00		0.00		0.00	2,600.00	2,600.00	2,600.00
						0.00		0.00		0.00		0.00	0.00
						0.00		0.00		0.00		0.00	0.00
						0.00		0.00		0.00		0.00	0.00
						0.00		0.00		0.00		0.00	0.00
Other Subcontractors													
	General Acrylics										66,540.00		
	TOTAL THIS SHEET												59,000.00

DNG CONSTRUCTION, LLC

GENERAL ESTIMATE

PROJECT: PR2205: Brooks Crossing Park
TRADE: Playground Equip
DATE: 04/05/24

PAGE:
BY: DD

COST CODE	SUBCONTRACTOR	DESCRIPTION	QTY	UNITS	UNIT COST LABOR	TOTAL LABOR	UNIT COST MATERIAL	TOTAL MATERIAL	UNIT COST EQUIPMENT	TOTAL EQUIPMENT	UNIT COST SUB.	TOTAL SUB.	TOTAL COST
Selected Subcontractor													
	Exerplay		1	EA		0.00		0.00	208,925.00	208,925.00		0.00	208,925.00
		2-5 Years				0.00		0.00		0.00		0.00	0.00
		5-12 Years				0.00		0.00		0.00		0.00	0.00
		Spinners				0.00		0.00		0.00		0.00	0.00
		Rider				0.00		0.00		0.00		0.00	0.00
		Saddle Spinner				0.00		0.00		0.00		0.00	0.00
		Design				0.00		0.00		0.00		0.00	0.00
		Frieight				0.00		0.00		0.00		0.00	0.00
		Install				0.00		0.00		0.00	41,320.00	0.00	0.00
Other Subcontractors													
	TOTAL THIS SHEET												208,925.00

DNG CONSTRUCTION, LLC

GENERAL ESTIMATE

PROJECT: PR2205: Brooks Crossing Park
TRADE: Ramada_Shade Struct
DATE: 04/05/24

PAGE:
BY: DD

COST CODE	SUBCONTRACTOR	DESCRIPTION	QTY	UNITS	UNIT COST LABOR	TOTAL LABOR	UNIT COST MATERIAL	TOTAL MATERIAL	UNIT COST EQUIPMENT	TOTAL EQUIPMENT	UNIT COST SUB.	TOTAL SUB.	TOTAL COST
Selected Subcontractor													
	Exerplay		1	EA		0.00		0.00	68,361.00	68,361.00		0.00	68,361.00
		16' x 16' CRS (2)				0.00		0.00		0.00		0.00	0.00
		Shade Stucture				0.00		0.00		0.00		0.00	0.00
		Engineering				0.00		0.00		0.00		0.00	0.00
		Install				0.00		0.00		0.00	31,455.00	0.00	0.00
		Shipping				0.00		0.00		0.00		0.00	0.00
						0.00		0.00		0.00		0.00	0.00
Other Subcontractors													
	TOTAL THIS SHEET												68,361.00

DNG CONSTRUCTION, LLC

GENERAL ESTIMATE

PROJECT: PR2205: Brooks Crossing Park
TRADE: Fitness Equip
DATE: 04/05/24

PAGE:
BY: DD

COST CODE	SUBCONTRACTOR	DESCRIPTION	QTY	UNITS	UNIT COST LABOR	TOTAL LABOR	UNIT COST MATERIAL	TOTAL MATERIAL	UNIT COST EQUIPMENT	TOTAL EQUIPMENT	UNIT COST SUB.	TOTAL SUB.	TOTAL COST
Selected Subcontractor													
	Exerplay		1	EA		0.00		0.00	25,710.00	25,710.00		0.00	25,710.00
		Ab Crunch				0.00		0.00		0.00		0.00	0.00
		Balance Steps				0.00		0.00		0.00		0.00	0.00
		Stepper				0.00		0.00		0.00		0.00	0.00
		Chest/Back Press				0.00		0.00		0.00		0.00	0.00
		Intro Sign				0.00		0.00		0.00		0.00	0.00
		Engineering				0.00		0.00		0.00		0.00	0.00
		Install				0.00		0.00		0.00	5,887.00	0.00	0.00
		Freight				0.00		0.00		0.00		0.00	0.00
Other Subcontractors													
	TOTAL THIS SHEET												25,710.00

DNG CONSTRUCTION, LLC

GENERAL ESTIMATE

PROJECT: PR2205: Brooks Crossing Park
TRADE: Plumbing
DATE: 04/05/24

PAGE:
BY: DD

COST CODE	SUBCONTRACTOR	DESCRIPTION	QTY	UNITS	UNIT COST LABOR	TOTAL LABOR	UNIT COST MATERIAL	TOTAL MATERIAL	UNIT COST EQUIPMENT	TOTAL EQUIPMENT	UNIT COST SUB.	TOTAL SUB.	TOTAL COST
Selected Subcontractor													
	Above All		1	EA		0.00		0.00		0.00	21,275.00	21,275.00	21,275.00
		MDF				0.00		0.00		0.00		0.00	0.00
		Sump				0.00		0.00		0.00		0.00	0.00
		Backflow Preventer				0.00		0.00		0.00		0.00	0.00
		1" water line				0.00		0.00		0.00		0.00	0.00
						0.00		0.00		0.00		0.00	0.00
						0.00		0.00		0.00		0.00	0.00
						0.00		0.00		0.00		0.00	0.00
						0.00		0.00		0.00		0.00	0.00
Other Subcontractors													
	TOTAL THIS SHEET												21,275.00

DNG CONSTRUCTION, LLC

GENERAL ESTIMATE

PROJECT: PR2205: Brooks Crossing Park
TRADE: Electrical
DATE: 04/05/24

PAGE:
BY: DD

COST CODE	SUBCONTRACTOR	DESCRIPTION	QTY	UNITS	UNIT COST LABOR	TOTAL LABOR	UNIT COST MATERIAL	TOTAL MATERIAL	UNIT COST EQUIPMENT	TOTAL EQUIPMENT	UNIT COST SUB.	TOTAL SUB.	TOTAL COST
Selected Subcontractor													
	WAV		1	EA		0.00		0.00		0.00	203,025.00	203,025.00	203,025.00
		Power to MDF & irrigation control				0.00		0.00		0.00		0.00	0.00
		Relocation existing poles				0.00		0.00		0.00		0.00	0.00
		Salvage Poles				0.00		0.00		0.00		0.00	0.00
		Ramada light & recpt				0.00		0.00		0.00		0.00	0.00
		LED Fixtures				0.00		0.00		0.00		0.00	0.00
						0.00		0.00		0.00		0.00	0.00
						0.00		0.00		0.00		0.00	0.00
						0.00		0.00		0.00		0.00	0.00
Other Subcontractors													
	Kimbrell											371,000.00	
	Rural Electric										No bid- See Solicitation		
	Hawkeye										No bid- See Solicitation		
	TOTAL THIS SHEET												203,025.00

Bond No. 100411849

EXHIBIT C

PERFORMANCE BOND

ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Agreement amount)

KNOW ALL MEN BY THESE PRESENTS THAT: DNG Construction, LLC

(hereinafter "Principal"), and Merchants National Bonding, Inc. (hereinafter "Surety"), a corporation organized and existing under the laws of the State of Iowa with its principal office in the City of Des Moines, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto City of Chandler (hereinafter "Obligee") in the amount of one million nine hundred eighty seven thousand five hundred eighty eight and no/100 (Dollars) ($1,987,588), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated

the 10th day of June, 2024 for construction of **BROOKS CROSSING PARK IMPROVEMENTS, PR2205.401** which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all the undertakings, covenants, terms, conditions and agreements of the Agreement during the original term of the Agreement and any extension of the Agreement, with or without notice of the Surety, and during the life of any guaranty required under the Agreement, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the Agreement that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this bond may recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this 10th day of June, 2024

Crest Insurance Group
AGENT OF RECORD

DNG Construction, LLC
PRINCIPAL SEAL

By _____

Merchants National Bonding, Inc.
SURETY SEAL

Michael J. Mesenbrink, Attorney-in-Fact

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Filiberto J Islas; Heather J Perrin; Katie Love; Lisa M Hankal; Lori K Steiner; Margie Wager; Maria R Lucero; Michael J Mesenbrink; Thomas R Turner; Will Huyler

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of March , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of March 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of May , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

EXHIBIT D Bond No. 100411849

PAYMENT BOND

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Agreement amount)

KNOW ALL MEN BY THESE PRESENTS THAT: DNG Construction, LLC

(hereinafter "Principal"), as Principal, and Merchants National Bonding, Inc. (hereinafter "Surety"), a corporation organized and existing under the laws of the State of Iowa with its principal office in the City of Des Moines, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto City of Chandler (hereinafter "Obligee") in the amount of one million nine hundred eighty seven thousand five hundred eighty eight and no/100 (Dollars) ($1,987,588), for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated the 10th day of June, 2024 for construction of **BROOKS CROSSING PARK IMPROVEMENTS, PR2205.401** which Amendment is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said Agreement, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this bond may recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this 10th day of June, 2024

DNG Construction, LLC
PRINCIPAL SEAL

By _____

Merchants National Bonding, Inc.
SURETY SEAL

Crest Insurance Group
AGENT OF RECORD

Michael J. Mesenbrink, Attorney-in-Fact

7272 E Indian School Road, Suite 375
Scottsdale, AZ 85251
AGENT ADDRESS

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Filiberto J Islas; Heather J Perrin; Katie Love; Lisa M Hankal; Lori K Steiner; Margie Wager; Maria R Lucero; Michael J Mesenbrink; Thomas R Turner; Will Huyler

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of March , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of March 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of May , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **BROOKS CROSSING PARK IMPROVEMENTS**
Project No.: **PR2205.401**

To the City of Chandler, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of $_____, as set out in the final pay estimate, as full and complete payment under the terms of the Agreement, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Chandler against any and all liens, claims or liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____ 20____.

_____
CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____ 20 _____.

_____
Notary Public

_____
My Commission Expires

EXHIBIT F

CERTIFICATE OF COMPLETION

Project: **BROOKS CROSSING PARK IMPROVEMENTS**
Project No.: **PR2205.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **PR2205.401** HAVE BEEN DELIVERED IN ACCORDANCE WITH THE AGREEMENT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE AGREEMENT HAVE BEEN COMPLETED AS OF _____.
(Date)

FIRM NAME: _____

PRINCIPAL: _____
(Name)

_____
(Signature)

_____ DATE: _____
(Title)

CERTIFIED BY ENGINEER/CONSULTANT (*IF APPLICABLE*):

_____ DATE: _____
(Signature)

_____
(Firm Name)

PROJECT ACCEPTED BY USER DEPARTMENT

_____ DATE: _____
(Signature)

_____
(Dept. /Div.)

_____ Date of Final Walk-Through

_____ Date As-Built Received

_____ City As-Built Number

EXHIBIT G

SUBCONTRACTOR DOCUMENTS WITH JOC CONTRACTOR

Any subcontractor assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the JOC Contractor and their subcontractors, and do not apply to the Agreement between the JOC Contractor and the City.

RICK
ENGINEERING COMPANY

March 1st, 2024

Dominic DeMark, CPA
DNG Construction, LLC
3933 East La Salle Street
Phoenix, AZ 85040

SUBJECT: Brooks Crossing Park - City of Chandler

Dear Dominic:

Rick Engineering Company is pleased to submit this proposal to provide professional survey services on the above referenced project. We look forward to working with you on this project.

SCOPE OF WORK:

Control/Removals

- Verify existing horizontal and vertical control and establish new control for site staking.
- Provide pavement and curb cuts for removals

Site Staking

- Provide stakes for new sidewalk/at 50 foot intervals/25 foot intervals for arcs
- Provide stakes for new site curbing/landscape curb at 25 foot intervals.
- Provide stakes for new waterline.
- Provide stakes for new fencing at 50 foot intervals
- Provide stakes for new ramadas/play structures/sports courts/exercise/playground equipment
- Provide stakes for rough site grading, including new basins and berms
- Provide stakes for new light poles

Asbuilts

- Perform field and office work to prepare asbuilts including:

1. Grading

    - Provide elevations of grade breaks and driveway entry returns (including curb and gutter at said locations).

Note: The contractor will note any changes made during the construction phase and provide dimensions to the surveyor before completion of final asbuilts are submitted. Should the following be required by the governing municipality, the contractor shall notify the project surveyor before back-filling water, fire line, sewer, storm drain facilities or other underground pipelines and utilities in order that the surveyor may verify the asbuilt location and elevation of said utilities.

Calculations, Coordination and Project Management

- Onsite preconstruction meetings to coordinate field staking for synergistic operation with construction subcontractors (not to exceed one meeting). Additional meetings will be conducted on a time and materials basis per Fee Schedule.
- Point staking calculation for items contained in this proposal.
- Correspondence to client and subcontractors (i.e. cutsheets, staking progress memorandums, etc).

FEE:

Rick Engineering will provide the above services for a TOTAL FEE of $4,5000.00. The attached Provisions of Agreement between DNG Construction (CLIENT) and RICK are incorporated hereunto and made a part of this proposal. Any printing is extra and not a part of this agreement.

EXCLUSIONS:

The following items are specifically excluded from the Scope of Work and budget and, if required, will either be prepared by others or will be covered by separate agreement between Rick Engineering Company and CLIENT.

a) Boundary Discrepancies
b) Soils Reports
c) Staking for Finish Landscape Irrigation
d) Any items not listed in the "Scope of Work"

If the above meets with your approval, please execute where indicated below, and return to our office for our files. If there are any questions or concerns, please feel free to contact our office.

Sincerely,
RICK ENGINEERING COMPANY

Randall R. Hager, RLS
Associate – Construction Survey Manager

ACCEPTED THIS _____ DAY OF _____, 2023

BY: _____
CLIENT

Invoices for this project to be addressed & emailed to:

Company: _____

Address: _____

City/State/Zip: _____

Telephone: _____Email (REQUIRED): _____

Contact person: _____

Please complete, sign and return a copy to RICK ENGINEERING COMPANY

STANDARD PROVISIONS: ARIZONA 2023

The Client and Consultant agree that the following provisions shall be a part of their Agreement:

1. This Agreement shall be binding upon the heirs, partners, successors, executors, administrators and assigns of the Client and Consultant.

2. In the event of any increase of costs due to the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, rise in the cost of living, or increase in any applicable prevailing wage during the lifetime of this Agreement, such increase shall be applied to all remaining compensation. For services provided on a time and materials or hourly rate basis, increases in the applicable rates will be reflected in the billing statement or invoice for the month following the increase.

3. Should litigation at law or equity arising out of this Agreement, including but not limited to an action for declaratory relief, be brought to enforce or interpret any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement or litigation commenced either directly or by way of a cross-complaint whether arising out of contract or tort, including a cross-complaint for indemnity, for failure or alleged failure to perform or for errors, omissions, or negligence, the prevailing party shall be entitled, in addition to any other award, to all litigation and collection expenses, any and all costs of defense, including attorney's fees, expert witness fees, witness fees and court costs and any and all other expenses incurred.

4. Neither the Client nor Consultant shall assign his interest in this Agreement without the written consent of the other.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. This Agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services by Consultant to the project. Any agreements, promises, negotiations or representations not expressly set forth herein, are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.

6. Conditions or representations, alterations, detractions from or to the terms hereof, including delineations hereon, shall not be valid unless they are in writing and signed by both Client and Consultant.

7. Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; issuance of regulations, orders or other governmental actions that limit, restrict or delay the ability of Consultant or Consultant's workforce to perform; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

8. In the event litigation is instituted under the terms and conditions of this Agreement, such litigation is to be brought and tried in the appropriate court in the state and county in which the project is located and the parties waive the right to have brought, tried in, or removed to any other county or judicial jurisdiction.

9. Client acknowledges that Consultant is not responsible for the performance of work by third parties, including, but not limited to, the construction contractor(s), subcontractors, governmental agencies, construction managers, architects, or other consultants.

10. Consultant shall only act as an advisor in all governmental relations. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals and building permits.

11. Consultant makes no warranty, either express or implied, as to the findings, recommendations, plans, specifications, or professional advice. Consultant shall perform in accordance with generally accepted engineering and/or surveying practices or standards in effect at the time of performance in the locale where the services are rendered.

12. Consultant makes no representation, guarantee, warranty, express or implied concerning estimated cost figures made in connection with maps, plans, specifications, or drawings, other than that all such figures are estimates only. Consultant shall not be responsible for fluctuations in cost factors.

13. Consultant makes no representations concerning estimates of areas. Estimates of areas are estimates only and are not to be considered precise unless Consultant specifically agrees to provide the precise determination of such areas.

14. Client and Consultant agree to cooperate in any and every way or manner on project.

15. Consultant makes no representation, either express or implied, concerning soils or geological surveys or subsurface soil tests or general soils testing and reporting.

16. Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents which may be necessary and proper to carry out the terms of this Agreement.

17. The terms and provisions of this Agreement shall not be construed to alter, waive, or affect any lien or stop notice rights which the Consultant may have for the performance of services under this Agreement.

18. One or more waivers of any term, condition or covenant by a party shall not be construed as a waiver of subsequent breach of the same or any other term, condition, or covenant.

19. In the event Client fails to pay Consultant promptly or within sixty (60) days after invoices are rendered, then Client agrees that Consultant shall have the right to consider said default a total breach of this Agreement and, upon written notice, the duties, obligations and responsibilities of the Consultant under this Agreement are terminated. In such event, Client shall then promptly pay the Consultant for all the fees, charges, and services performed to date by Consultant.

20. In the event any term, condition, covenant or provision of this Agreement shall be held to be invalid, void or unenforceable, the remaining terms, conditions, covenants and provisions of this Agreement shall be valid and binding on the parties hereto.

21. The Client agrees it will require that the Contractor hold harmless, indemnify and defend the Client, the Architect, the Consultant and its subconsultants, and each of their officers, directors, principals, employees and agents, from any and all liability claims, losses or damages arising or alleged to arise from the performance of the work described herein, but not including the sole negligence or willful misconduct of the Client, the Architect or the Consultant or their respective subconsultants, officers directors, principals, employees and agents.

22. The Client shall indemnify and hold Consultant harmless with regard to all liability or claims of any kind, including all investigation and defense costs, connected directly or indirectly with this project, which liabilities or claims do not result from the sole negligence or willful misconduct of the Consultant.

23. Consultant has a right to complete all services agreed to be rendered pursuant to this Agreement. In the event this Agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed.

24. In the event work prepared or partially prepared by the Consultant be suspended, abandoned, or terminated, the Client shall pay the Consultant for all work, fees, deposits, charges and services provided, not to exceed any maximum amount specified herein. Client acknowledges if project work is suspended and restarts, there may be additional charges due to suspension which shall be paid by Client as extra work.

25. Client agrees that if Client requests services not specified pursuant to the scope of services described within this Agreement, Client agrees to pay all such additional services as extra work if authorized in writing.

26. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed fifteen (15) days after its filing. Any suspension of services made pursuant to the provisions of this Paragraph shall continue until such time as this Agreement has been fully and properly assumed or adequate assurance provided in accordance with the applicable provisions of the United States Bankruptcy Court and in compliance with the final order or judgments issued by the Bankruptcy Court.

27. If payment for Consultant's services is to be made on behalf of Client by a third party, Client agrees that Consultant shall not be required to indemnify the third party, in the form of an endorsement or otherwise, as a condition of receiving payment for services.

28. Client agrees to purchase and maintain, during construction, builder's liability special peril or other similar insurance which will name Consultant as an additional insured. Client also agrees to require the contractor or contractors to purchase and maintain liability insurance, including broad form general liability coverage, comprehensive bodily injury, broad form property damage, independent contractors insurance, completed operations and contractual liability coverage, and the exclusions for explosion, collapse or underground coverage shall be deleted; automobile including bodily injury, property damage, owned, non-owned and hired vehicles; and worker's compensation insurance including employers liability coverage, all of which shall name the Client and Consultant as additional insureds. Certificates of such insurance shall be provided to Consultant and the certificate(s) shall include provisions that the above policies are primary and non-contributory with Consultant's insurance and that coverage will not be canceled unless at least thirty days prior written notice has been given to Consultant.

29. In the event that the plans, specifications, and/or field work covered by this Agreement are those required by various governmental agencies and one or more such governmental agency changes its policies, ordinances, procedures or requirements after the date of this Agreement, any additional office or field work required, shall be paid by Client as extra work.

30. Services provided within the Agreement are for the exclusive use of the Client. Nothing contained in this Agreement shall be construed to be for the benefit of any person not a party to this Agreement and no third-party beneficiary rights are created.

31. All original papers, drawings, notes, documents and other work product of Consultant, and copies thereof, produced as a result of the Agreement represent professional services, shall remain the property of the Consultant, and Consultant shall retain all copyright and other ownership interests. Client shall have a nonexclusive license to use Consultant's work product and any items in which Consultant maintains ownership and/or copyright interest so long as all fees to be paid under this Agreement have been paid. Any nonexclusive license Client obtains under this Agreement terminates upon the termination of this Agreement. Consultants work product may be used by Consultant without consent of the Client.

32. In the event that any changes are made in the plans and/or specifications by the Client or persons other than the Consultant, and such changes are not consented to in writing by Consultant, Client acknowledges that the changes and their effects are not the responsibility of Consultant and

Client agrees to release Consultant from all liability arising from the use of such changes and agrees to defend, indemnify and hold Consultant, its officers, directors, principals, agents and employees harmless from and against all claims, demands, damages or costs arising from the changes.

33. Client agrees not to use or permit any other person to use plans, drawings or other work product prepared by Consultant, which plans, drawings or other work product are not signed and stamped or sealed by Consultant and/or are not final. Client agrees to be liable and responsible for any use of non-final plans, drawings or work product or plans, drawings or work product not signed, and stamped or sealed by Consultant and waives liability against Consultant for their use. Client further agrees that final plans, drawings, and other work products are for the exclusive use of Client and may be used by Client only for the project described in this Agreement.

34. In the event that any staking is destroyed, damaged, or disturbed by an act of God or parties other than Consultant, the cost of re-staking shall be paid for by the Client as extra work. If the scope of services provided for pursuant to this Agreement does not include construction staking by Consultant, Client acknowledges that changes, clarifications, adjustments, and modifications may be necessary because of changed field or other conditions. Client will indemnify and defend Consultant for construction staking by others and from claims arising from changes, clarifications, adjustments and modifications which may be necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of Consultant.

35. Questions concerning location or changes in construction stakes or questions concerning information on plans and specifications must be called to the attention of the Consultant upon discovery and before corrective remedy.

36. The Consultant shall be notified 24 hours in advance, so that he may check forms, for grade and alignment only, prior to the pouring of concrete for cast-in-place concrete structures, thrust blocks, electrical boxes, bridge abutments or piers, or any similar structures staked by Consultant. Consultant can assure compliance to proper grade and alignment only when it has been advised to check in advance.

37.(a) If the scope of services to be provided by Consultant pursuant to the terms of this Agreement include the preparation of engineering drawings but exclude construction staking services, Client acknowledges that such services normally include coordinating civil engineering services and the preparation of as-built drawings pursuant to Uniform Building Code Chapter 70 and/or other statutes, ordinances or laws, and Client will be required to retain such services from another consultant or pay Consultant pursuant to this Agreement for such services as extra work.

(b) If the scope of services to be provided by Consultant pursuant to the terms of the Agreement, include construction staking services, but exclude the preparation of the engineering drawings to be used for construction and construction staking, Client acknowledges the coordination of civil engineering services and the preparation of as-built drawings as required by statute, ordinance or law may require the retention by Client of another consultant or the original consultant responsible for the design, or pay Consultant pursuant to this Agreement for such services as extra work. Client acknowledges that if Consultant is retained to prepare as-built drawings of plans prepared by others, Client will indemnify, defend and hold Consultant harmless from any and all liability in connection with the plans and specifications prepared by others, and the performance of work by Consultant on this project as set forth in Paragraph 44.

38. In the event Client discovers or becomes aware of apparent errors or omissions, field conditions or discrepancies during the construction phase of the project, which apparent errors or omissions, field conditions or discrepancies are resolvable by Consultant, Client agrees to notify Consultant and engage Consultant to resolve the problem before construction activities commence or further construction activity proceeds. Further, Client agrees to have a provision in its construction contracts for the project which require the contractor to notify Client of any such apparent errors or omissions, field conditions or discrepancies so that Client may, in turn, notify Consultant pursuant to the provisions of this Paragraph.

39. Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soil testing fees, aerial topography fees, and other fees and deposits, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.

40. All fees and other charges will be billed monthly as the work progresses and the net amount shall be due at the time of billing.

41. A late payment CHARGE will be computed by the Consultant at the periodic rate of 1.5% per month, not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.

42. Client agrees that the balance as stated on the billings from Consultant to Client are correct, conclusive and binding on the Client unless Client within forty-five (45) days from the date of receipt of such billing, notifies Consultant in writing of the particular items that are alleged to be incorrect.

43. In consideration of the Consultant's fee for services, the Client agrees that the Consultant will perform no onsite construction review, construction management, supervision of construction of engineering structures or other construction supervision for this project unless specifically contracted for; that such services will be provided by others; and that the Client shall defend, indemnify and hold the Consultant, its officers, directors, principals, agents and employees harmless from any and all liability, real or alleged, arising or resulting from the performance of construction review, construction management, supervision of construction of engineering structures or supervision by others. Further, Client acknowledges that Consultant will be unable to correct errors or omissions in the plans which customarily become apparent and resolvable during construction review.

44. Client agrees that, in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours. The Client further agrees to defend,

indemnify, and hold the Consultant harmless from any and all liability in connection with the performance of work on this project, excepting liability arising from the sole negligence or willful misconduct of the Consultant.

45. Client agrees to limit the liability of Consultant, its principals and employees to the Client, all contractors and subcontractors on the project, due to professional negligent acts, errors or omissions of the Consultant, breach of contract or any other cause of action however pled to the sum of $50,000 or the Consultant's fee, whichever is greater; except that if the contract amount, including any addenda or other contracts pertaining to or covering services related to the project, exceeds $150,000, the liability of Consultant shall not exceed $150,000. Client further agrees to notify any contractor and subcontractor who may perform work in connection with any design, report or study prepared by Consultant of such limitation of liability, and to require as a condition precedent to their performing their work, a like indemnity of liability on their part as against the Consultant.

46. The Client hereby agrees to bring no claim for negligence, breach of contract, indemnity or otherwise against the Consultant, its principals, employees and agents if such claim, in any way, would involve the Consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous materials (as defined by state, federal and/or local laws or ordinances). Client further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and agents from any asbestos, asbestos cement pipe, and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by the Consultant pursuant to this Agreement except claims caused by the sole negligence or willful misconduct of the Consultant.

47. Client acknowledges that Consultant's scope of services for this project does not include any services related, in any way, to asbestos and/or hazardous waste. Should Consultant or any other party encounter such materials on the job site, or should it in any way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, terminate work on the project until such time as Client retains a specialist contractor to abate and/or remove the asbestos and/or hazardous waste materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

48. Digital data files shall be provided to Client only if such delivery has been specified in the scope of services set forth in this Agreement. If the scope of services does not specify that digital data files shall be delivered, all costs associated with delivery of digital data files shall be paid by Client. Client agrees that all digital data files delivered by Consultant are to be used exclusively to fulfill the scope of this Agreement. Client agrees to hold Consultant harmless for any use by client of this data outside or beyond the scope of this Agreement.

49. Consultant makes the following representations as to the compatibility of digital data files:

(a) All data files are to be used with compatible hardware and software versions as used by Consultant at the time file copies were created.

(b) Consultant makes no representation as to the compatibility of any data files other than for the hardware and software versions used by Consultant to create the data files.

(c) Client agrees to hold Consultant harmless for any use of data files on any hardware or software versions other than those which were used by Consultant to create them.

(d) If Client requires or requests any special or specific file structure, format or software that is different from those used by Consultant at the time Consultant is performing the services set forth in this Agreement, unless otherwise specified in this Agreement, all costs associated with creating the file structure or format, and/or acquiring necessary software and/or hardware, shall be the responsibility of Client.

50. After the time final data files have been delivered per terms of this Agreement, Consultant will not be held responsible for maintaining copies of any digital data related to this Agreement.

51. Client agrees that if formats for deliverables of digital files are not specified in this Agreement, they will be delivered using the standards and versions of Consultant at the time of creation.

52. Client agrees not to use any digital files (drawing or data file), in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. Client waives any and all claims against Consultant resulting in any way from any changes not authorized and/or authored by Consultant and/or reuse of the drawings or data for any other project without the express written consent by Consultant. The transfer of drawings or data in electronic media or format shall not be deemed a sale, and Consultant makes no warranties, either express or implied, of merchantability or fitness for a particular purpose.

53. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant’s knowledge, the Client agrees that it will accept responsibility for the completeness, correctness, or readability of the electronic media after an acceptance period of 30 days after delivery of the electronic files, and that upon the expiration of this acceptance period, client will indemnify and save harmless the Consultant for any and all claims, losses, costs, damages, awards or judgments arising from use of the electronic media files or output generated from them. The Consultant agrees that it is responsible for the accuracy of the sealed drawings that accompany the submittal, and that such accuracy is defined as the care and skill ordinarily used by members of the Consultants profession practicing under similar conditions at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Consultant’s services.

54. Prior to the commencement of any legal action, in an effort to resolve any conflicts that arise during the design or construction of the project which is the subject of this Agreement, or following completion of the project, Client and Consultant agree that all disputes between them arising out of or relating to this Agreement, the services performed pursuant to this Agreement, or relating in any way to the project, shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. Each party shall be represented at the mediation by a person or persons with

the authority to bind the party to any agreement, obligation or resolution resulting from the mediation. Each of the parties agrees to include a similar mediation provision in all agreements with any other contractors and consultants retained for the project and to require such contractors and consultants to include a similar provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators, thereby providing mediation as the primary method for dispute resolution between the parties to those agreements.

HOURLY RATES-PHOENIX OFFICE
January 1, 2022-February 28, 2023

Principal Consultant (Special Projects)	$ 300.00
Principal	230.00
Associate Principal	210.00
Senior Project Manager	205.00
Associate/Manager	195.00
Principal Project Engineer/Manager	165.00
Associate Project Engineer/Manager	150.00
Assistant Project Engineer/Manager	140.00
Principal Engineering Designer	130.00
Associate Engineering Designer	120.00
Assistant Engineering Designer	110.00
Principal Engineering Drafter	100.00
Associate Engineering Drafter	90.00
Assistant Engineering Drafter	80.00
Public Works Manager	$ 230.00
Public Works Senior Project Manager	205.00
Traffic Engineer/Transportation Planner	170.00
Principal Transportation/Traffic Designer	135.00
Associate Transportation/Traffic Designer	125.00
Assistant Transportation/Traffic Designer	115.00
Principal Project Planner	$ 155.00
Senior Associate Planner	135.00
Senior Planner	125.00
Associate Planner	115.00
Assistant Planner	105.00
Principal Water Resources Designer	$ 125.00
Associate Water Resources Designer	115.00
Assistant Water Resources Designer	105.00
Principal Landscape Architect	$ 215.00
Principal Project Landscape Architect	155.00
Associate Landscape Architect/Manager	140.00
Assistant Landscape Architect/Manager	125.00
Principal Landscape/Urban Designer	115.00
Associate Landscape/Urban Designer	105.00
Assistant Landscape/Urban Designer	95.00
Survey Manager	$ 155.00
Assistant Survey Manager	140.00
One-person Survey Party	130.00
Two-person Survey Party	170.00
Three-person Survey Party	210.00
Principal Survey Analyst	130.00
Associate Survey Analyst	120.00
Assistant Survey Analyst	110.00
3-D Laser Scanning (One-Person Crew)	$ 190.00
3-D Laser Scanning (Two-Person Crew)	230.00
Principal 3-D Laser Scanning Project Manager	165.00
Associate 3-D Laser Scanning Project Manager	150.00
Assistant 3-D Laser Scanning Project Manager	135.00
Principal 3-D Laser Scanning Specialist	125.00
Associate 3-D Laser Scanning Specialist	115.00
Assistant 3-D Laser Scanning Specialist	105.00
Principal 3-D Laser Scanning Technician	95.00
Associate 3-D Laser Scanning Technician	85.00
Assistant 3-D Laser Scanning Technician	75.00
Drone (One-Person Crew)	195.00
Principal Drone Project Manager	155.00
Assistant Drone Project Manager	140.00
Principal Drone Specialist	130.00
Associate Drone Specialist	115.00
Assistant Drone Specialist	110.00
Expert Witness	$ 425.00
Court Appearance per half day or part	1,840.00
Entitlements Coordinator	$ 110.00
Associate Project Administrator	60.00
Assistant Project Administrator	55.00
Administrative Assistant	50.00

Phoenix

R·A·M·M

RICKER • ATKINSON • McBEE • MORMAN & ASSOCIATES, INC.

Geotechnical Engineering • *Construction Materials Testing*
2105 South Hardy Drive, Suite 13, Tempe, AZ 85282
Telephone (480) 921-8100 • Facsimile (480) 921-4081

DNG Construction
3933 East La Salle Street
Phoenix, AZ. 85040

March 4, 2024

Attn: Estimating Coordinator / Email: (estimating@dngllc.com)

Re: City of Chandler Park

RAMM Proposal No. PT23764

Ricker, Atkinson, McBee, Morman & Associates, Inc. is pleased to submit this proposal to conduct Materials Testing and Special Inspection Services for the above-referenced project.

The following scope of work and **estimated fee** are based on our experience with similar projects, a review of the project plans, specifications and Addendum. **Charges will be based only on actual time spent and testing performed to provide the services required.**

On this project there will be no overtime premium for weekday work and no minimum charge per trip.

Materials Testing

Earthwork: Compaction testing during foundation area over-excavation and backfilling, subgrade preparation and fill placement in new structure and exterior concrete areas, and sub-floor aggregate base where required. Includes geotechnical special inspections and pad certifications.

		Unit Rates	Amount	
40	Hours	$ 64.00	$ 2,560.00	
15	Trips	70.00	1,050.00	
2	Standard Proctors	145.00	290.00	
1	ABC Sieve and P.I.	290.00	290.00	
			Subtotal	$ 4,190.00

Concrete: Sampling and compressive strength testing of concrete based on the specified minimum testing frequency of one set of 4 cylinders per 100 or less c.y. and at least one set per day's placement (assume 12 sets).

		Unit Rates	Amount	
30	Hours	$ 64.00	$ 1,920.00	
12	Trips	70.00	840.00	
48	Cylinders	20.00	960.00	
			Subtotal	$ 3,720.00

Trench Backfill: Compaction testing of bedding and backfill for new water line.

		Unit Rates	Amount	
5	Hours	$ 64.00	$ 320.00	
2	Trips	70.00	140.00	
			Subtotal	
				$ 460.00

Asphalt Pavement: Sampling and testing of asphalt concrete materials in pavement replacement areas.

		Unit Rates	Amount	
3	Hours	$ 64.00	$ 192.00	
1	Trips	70.00	70.00	
1	AC Marshall / Extraction & Gradation	150/160	310.00	
			Subtotal	$ 572.00

MATERIALS TESTING TOTAL: **$ 8,942.00**

Fee includes reports for all inspections, test results, transportation, clerical and postage. We look forward to working with you on this project.

Respectfully submitted,
RICKER, ATKINSON, MCBEE, MORMAN & ASSOCIATES, INC.

Oliver Ford, Jr.
Project Manager

Proposal NO.	**134**

Date: 3/21/2024
Job Name: Brooks crossing
Location: Chandler Az

Redd Construction
11311 E Germann Road
Chandler, Az 85286
480-857-2621(o) / 480-220-0454(m)

To: DNG

Attention: Dominic DeMark
Email: ddemark@dngllc.com

We propose to provide the materials and labor listed below to complete the landscape install for this job per the landscape architects specs and plans. Scope of work to be as follows:

Labor, Equipment & Materials

Trees					
36" Box Tree	26	**Qty**	$	650	$ 16,900.00
24" Box Tree	64	**Qty**	$	300	$ 19,200.00
Shrubs					
5 Gal Shrub	733	**Qty**	$	24	$ 17,592.00
Cacti					
5 Gal Cacti	48	**Qty**	$	38	$ 1,824.00
Agave					
5 Gal Agave	121	**Qty**	$	50	$ 6,050.00
Boulders					
Lbs	50000	**Qty**	$	0.28	$ 14,000.00
Granite					
3/8 minus Arizona Gold	10	**Tons**	$	80	$ 800.00
Mulch	30	**Yards**	$	125	$ 3,750.00
1/2" Arizona Gold	450	**Tons**	$	125	$ 56,250.00
1" Arizona Gold	150	**Tons**	$	125	$ 18,750.00
Rip Rap Arizona Gold	30	**Tons**	$	130	$ 3,900.00
Grouted Rip Rap Arizona Gold	4	**Tons**	$	475	$ 1,900.00
Curbing					
8" x 8"	550	**Lf**	$	18	$ 9,900.00
Turf					
Mid Iron	2500	**Sqft**	$	1	$ 2,500.00
Irrigation	1	**Qty**	$	85,259	$ 85,258.57
Mobilization	2	**Qty**	$	5000	$ 10,000.00
Demo of trees and palm	1	**Qty**	$	1200	$ 1,200.00

Concrete scope

***** Includes 90 Day Maintenance**

Subtotal $ 269,774.57
$259,874

Alt Adds

Plumbing scope

1" Backflow with pad and inclosure with sch 80 1" line per sheet on civil plans C.I 3.0	1	**Qty**	$	6000	$ 6,000.00
Demo concrete, saw cutting, haul off and dump fees per Cilvil Sheet CI 2.0	15280	**Sqft**	$	2.5	$ 45,700.00
Demo Playground structure Sheet LD 4.0	2	**Qty**	$	2000	$ 4,000.00
Gather enginered wood fiber Sh LD 4.0	1	**Qty**	$	1500	$ 1,500.00
Demo Dog Stations Sh LD 4.0	3	**Qty**	$	200	$ 600.00
Demo Trash Recepticles Sh LD 4.0	12	**Qty**	$	100	$ 1,200.00
Demo Bollards Sh LD 4.0	7	**Qty**	$	150	$ 1,050.00
Demo Volley Ball Court Sh LD 4.0	1	**Qty**	$	4500	$ 4,500.00
Demo Drinking Fountain Sh LD 4.0	1	**Qty**	$	600	$ 600.00
Demo Sign Sh LD 4.0	1	**Qty**	$	600	$ 600.00
Demo Grass Sh LD 4.0	1.1	**Ac**	$	2000	$ 2,200.00

Alt Adds Subtotal $ 67,950.00
Haul off dirt $ 12,500.00

We hereby agree to provide and professionally install the specified above at this price: **$ 337,924.57**

Date: 3/21/2024

Proposal is good for 30 days
Grade to be within .10 by General Contractor

Signature:
Date of Acceptance: **Title:**

PROPOSAL: #23509
PROJECT: Brooks Crossing Park

PROPOSAL CREATED ON: 3/5/24

To whom it may concern,

6K is pleased to submit this proposal for providing stormwater compliance services and control measures for the Laveen Heritage Park project in Phoenix, Arizona. The following is 6K's proposed scope of services:

ITEM	DESCRIPTION OF WORK	COST
A	Create SWPPP Plan and electronic SWPPP book for the project compliant with EPA. Includes assistance in filing NOI and NOT. (Does not include $350 permit fee)	$1,050.00
B	Provide Inspections every 2 weeks and after rainfall events of 0.5" or more. Assume 6 Months @ $350 per month	$2,100.00
C	Assistance with creating applications and plans to obtain Dust Control Permit in Maricopa County (Does not include permit fee)	$475.00
D	Generate and install 4'x8' SWPPP/DUST sign, for compliance with AZPDES policy	$690.00
E	Install Hydrosock as the primary control measure - 3,500' @ $2.35/foot	$8,225.00
F	Provide 2.4 cy concrete washout. Estimated 4 months on-site with 1 cleanouts	$1,210.00
	TOTAL	$13,750.00

This proposal includes the items we believe will keep you compliant. Please select the items you would like us to do. It is not an "all or none" proposal.

6K appreciates the opportunity to submit this proposal for providing stormwater compliance services and control measure implementation & maintenance of the SWPPP for the Laveen Heritage Park project run by your company. Please contact 6K should you have any questions at 480-664-8592.

6K will accept this signed proposal as a notice to proceed on the work specified herein.

Respectfully Submitted,

President

6K SWPPP, LLC

*Please see the attached "Terms and Conditions" for additional information pertaining to this proposal.

ACCEPTED BY:

Signature

Name/Title

5235 E. Southern Ave.,Suite D106-144 · Mesa, Arizona 85206
Phone: 480-278-2567 · Email: quinn@6kllc.com
ROC251348

PROPOSAL: #23509
PROJECT: Brooks Crossing Park

Terms and Conditions - Dust Control, SWPPP and Erosion Control

1. Additional services are defined as services, which are not expressly written or implied in this agreement. 6K will not proceed with any additional services without a negotiated fee agreement and written authorization from CLIENT. Services provided on a time and material basis will be based on the 6K Fee Schedule in effect at the time that the services are provided. Updated rate schedules will be provided on request. Changes in item quantities by the CLIENT may result in increased unit prices.

2. Invoices will be submitted monthly and shall be due and payable upon receipt. All amounts past due over 30 days will incur a finance charge of 1-1/2% per month past due.

3. CLIENT or 6K can terminate this agreement by giving thirty days written notice to the other party. If this agreement is terminated, CLIENT agrees to pay 6K, at the end of the thirty day notice period, for all work previously authorized and performed and all fees earned prior to the date of the termination. Any previously identified Retainer will be applied towards the cost of any unpaid services at time of final billing.

4. It is understood and agreed that 6K Companies ("6K") provides the services herein only on a consultation basis. 6K personnel have no authority to exercise any control over CLIENT, any construction contractor, any other entity, or their employees in connection with their work. 6K will not be held liable for any penalties or fines incurred by the CLIENT that are the result of negligent acts or omissions on the part of the CLIENT, any construction contractor, any other entity, or their employees.

5. The cost for these services excludes taxes, permits, bonds, water source and all other water charges, hard dig conditions, dust control during BMP installation, gravel backfill, and any other service not specifically identified herein.

6. 6K may propose to provide on-site Storm Water Pollution Prevention Plan ("SWPPP") and/or Dust Control inspection services for the aforementioned Project. Included will be services to travel to the site, complete a thorough inspection of the site, complete SWPPP/Dust Control inspection forms provided by 6K, update on-site SWPPP/Dust Control Log Books, update on-site SWPPP/Dust Control maps, maintain electronic copies of completed inspection forms at 6K office, and consult with on-site operator regarding inspection findings and recommendations. 6K may offer to train site personnel instead of providing site inspections (see proposal for specifics).

7. 6K will provide SWPPP inspection services for the identified inspection fee (if specified). 6K will provide inspections every 14 days or within twenty-four (24) hours after a storm event where it has rained 0.5 inches or more. Inspections occurring on holidays and/or weekends are subject to an additional $50.00 per inspection. It is the responsibility of the CLIENT to terminate inspections.

8. 6K will provide and install either a 2' x 2' SWPPP Sign in conformance with the AZPDES or NPDES Permit or a Combination 4' x 8' Dust Control and SWPPP Sign in conformance with the AZPDES and local air quality posting requirements. See proposal for type of signage to be installed.

9. 6K will provide services to write the SWPPP report for this project. Included will be services to gather information from the CLIENT for the property, including plans, reports, etc necessary to allow the report to be prepared. This proposal is based off of having all files deliver to 6K from Client, including a copy of the base CADD files (all drawing files must be in AutoCAD format). 6K will provide two (2) reports for use on the property.

10. 6K will file the Notice of Intent (NOI) and Notice of Termination (NOT) with the EPA/ADEQ for the CLIENT at the appropriate time and as directed by the CLIENT, unless specifically excluded from contract.

11. 6K will not create a SWPPP Plan for the Project if there is an existing, acceptable plan.

12. This proposal is valid for thirty (30) days from date of issuance.

13. Unless specifically stated or included within this proposal, the following items/costs are excluded from this contract: Permit Fees, Road Closures, Abnormal Soil Conditions, All Sales and/or Privilege Taxes, Bonds, Import Fill, Export, Work not Specified as a Bid Item, Clean Up of Excess Materials/Debris Left by Other Contractors, Slurry Backfill, Engineering, Water Meter and Water Fees, Utility Conflicts, Dry Wells, and Final Utility Adjustments.

March 13, 2024

NORTH STAR PIPELINES, INC.

1435 East Guadalupe Road
Tempe, Arizona 85283
(480) 804-1660

BROOKS CROSSING PARK

DOMESTIC WATER:

1	LS	1” WATER SERVICE & WATER METERCOPPER
1	LS	1" Backflow Prevention Assembly

DOMESTIC WATER TOTAL: $ 23,500.00

BID EXCLUDES: PERMITS, TAXES, CITY FEES-INCLUDING BARRICADE FEES / TRAFFIC CONTROL FEES, BONDS, STAKING, CONFLICTS WITH EXISTING UTILITIES, FINAL ADJUSTMENTS, METERS, HARD DIG, DIRT THAT WILL NOT HOLD A VERTICAL EDGE, PAINTING & SIGNAGE, DRYWELLS, HAUL-OFF, TESTING OF EXISTING UTILITIES, TAMPER DEVICES, SCREENING MATERIAL, OVERTIME, IMPORTED FILL, WATERLINES DEEPER THAN 5', STORM WATER MANAGEMENT, SPECIAL INSURANCE REQUIREMENTS, BIM, APP 4.01, CONSTRUCTION WATER, WATER HAULING, POLLUTION LIABILITY INSURANCE, PREVAILING WAGES, DOMESTIC WATER FROM MAIN TO METER, DRINKING FOUNTAINS, METER VAULT, AND THE REMOVAL & REPLACEMENT OF CONCRETE, PAVEMENT & LANDSCAPING.

1. **MATERIAL PRICES QUOTED AT THE TIME OF BID, BY ACCEPTING THIS BID; YOU AGREE TO PAY FOR ALL COST INCREASES.**
2. **BID INCLUDES ITEMS AND QUANITITIES SPECIFICALLY LISTED ONLY.**
3. BID CONTINGENT ON NORTH STAR’S SCHEDULE.
4. BID FROM CIVIL PLANS DATED: 3/22/23.
5. SOME MATERIALS HAVE A SIGNIFICANT LEAD TIME.

QUOTE

VALID FOR 30 DAYS

Licensed ,Bonded ,Insured
ROC 339036

Phone: (602) 715.2510
Fax : (602)946-4802

DATE March 19, 2024

Contractor DNG

PROJECT Brooks Crossings Park
Job Address 1345 W Calle Del Norte
Chandler , AZ 85224

Addenda(s) noted	BASE BID	ALTERNATE BID	ALTERNATE BID 2
NONE			

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
120	3' tall wire mesh fence @ Entry see LH3.5 dtl 1 & 3	$135.00	$16,200.00
1	Brooks Crossing Lettering mounted to entry fence	$3,800.00	$3,800.00
1	Cmu Pillar park signage with steel trellis (City of chandler sign provided by others)	$22,000.00	$22,000.00
~~199~~	~~24" tall cmu seat walls (CMU ONLY)~~	~~$175.00~~	~~$34,825.00~~
173	4' tall iron fence @ pickleball court See Dtl 9 sheet LH3.4	$96.50	$16,694.50
8	24" sq x 8' tall Cmu columns around ramada post (No footings)	$2,385.00	$19,080.00
~~199~~	~~30"x10" footing at seat walls~~	~~$60.25~~	~~$11,989.75~~
~~199~~	~~16" x 4" Poured in place seat cap~~	~~$66.35~~	~~$13,203.65~~
		$0.00	$0.00
	$77,77	$0.00	$0.00
		$0.00	$0.00
	CHAIN LINK ALTERNATE BELOW	$0.00	$0.00
	10' tall chain link Black vinyl top ,Middle& bottom rail ***$28,025***	$0.00	$0.00
	8' tall chain link black vinyl , Top & Bottom rail ***$22,500***	$0.00	$0.00
	6' tall chain link black vinyl , top & bottom rail **$12,500**	$0.00	$0.00
	4' tall chain link fence black vinyl Top & bottom rail **$8,400**		$0.00
			$0.00
			$0.00
			$0.00
			$0.00

*EXCLUSIONS: grading, staking, taxes, permits, bonds, fire dept. locks/ boxes, signs, mow curbs, saw cutting, core drilling, electrical, conduit, data, security entry systems, concrete mounting pads, cmu footers, stucco and veneer

SUBTOTAL	$137,792.90
SALES TAX	$0.00
	$137,792.90

Contact: Manuel Armenta 602.200.4273
Manuel@VulcanFenceAZ.com

Proposal NO.	**134**

Date: 3/21/2024
Job Name: Brooks crossing
Location: Chandler Az

Redd Construction
11311 E Germann Road
Chandler, Az 85286
480-857-2621(o) / 480-220-0454(m)

To: DNG

Attention: Dominic DeMark
Email: ddemark@dngllc.com

We propose to provide the materials and labor listed below to complete the landscape install for this job per the landscape architects specs and plans. Scope of work to be as follows:

Labor, Equipment & Materials

Trees					
36" Box Tree	26	**Qty**	$ 650	$	**16,900.00**
24" Box Tree	64	**Qty**	$ 300	$	**19,200.00**
Shrubs					
5 Gal Shrub	733	**Qty**	$ 24	$	**17,592.00**
Cacti					
5 Gal Cacti	48	**Qty**	$ 38	$	**1,824.00**
Agave					
5 Gal Agave	121	**Qty**	$ 50	$	**6,050.00**
Boulders					
Lbs	50000	**Qty**	$ 0.28	$	**14,000.00**
Granite					
3/8 minus Arizona Gold	10	**Tons**	$ 80	$	**800.00**
Mulch	30	**Yards**	$ 125	$	**3,750.00**
1/2" Arizona Gold	450	**Tons**	$ 125	$	**56,250.00**
1" Arizona Gold	150	**Tons**	$ 125	$	**18,750.00**
Rip Rap Arizona Gold	30	**Tons**	$ 130	$	**3,900.00**
Grouted Rip Rap Arizona Gold	4	**Tons**	$ 475	$	**1,900.00**
Curbing					
8" x 8"	550	**Lf**	$ 18	$	**9,900.00**
Turf					
Mid Iron	2500	**Sqft**	$ 1	$	**2,500.00**
Irrigation	1	**Qty**	$ 85,259	$	**85,258.57**
Mobilization	2	**Qty**	$ 5000	$	**10,000.00**
Demo of trees and palm	1	**Qty**	$ 1200	$	**1,200.00**

Concrete scope

***** Includes 90 Day Maintenance**

Subtotal $ **269,774.57**
$259,874

Alt Adds

Plumbing scope

1" Backflow with pad and inclosure with sch 80 1" line per sheet on civil plans C.I 3.0	1	**Qty**	$ 6000	$	**6,000.00**
Demo concrete, saw cutting, haul off and dump fees per Cilvil Sheet CI 2.0	15280	**Sqft**	$ 2.5	$	**45,700.00**
Demo Playground structure Sheet LD 4.0	2	**Qty**	$ 2000	$	**4,000.00**
Gather enginered wood fiber Sh LD 4.0	1	**Qty**	$ 1500	$	**1,500.00**
Demo Dog Stations Sh LD 4.0	3	**Qty**	$ 200	$	**600.00**
Demo Trash Recepticles Sh LD 4.0	12	**Qty**	$ 100	$	**1,200.00**
Demo Bollards Sh LD 4.0	7	**Qty**	$ 150	$	**1,050.00**
Demo Volley Ball Court Sh LD 4.0	1	**Qty**	$ 4500	$	**4,500.00**
Demo Drinking Fountain Sh LD 4.0	1	**Qty**	$ 600	$	**600.00**
Demo Sign Sh LD 4.0	1	**Qty**	$ 600	$	**600.00**
Demo Grass Sh LD 4.0	1.1	**Ac**	$ 2000	$	**2,200.00**

Alt Adds Subtotal $ **67,950.00**
Haul off dirt $ 12,500.00

We hereby agree to provide and professionally install the specified above at this price: $ **337,924.57**

Date: 3/21/2024

Proposal is good for 30 days
Grade to be within .10 by General Contractor

Signature: _____
Date of Acceptance: _____ **Title:** _____

Proposal

Q000964

Please Issue Purchase Order to:

Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155

Proposal Date	Salesperson
3/11/2024	Kevin Solomon 480-323-0337 kevin@exerplay.com

Chandler, City of; Brooks Crossing Park

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
		LANDSCAPE STRUCTURES, INC.			
1	LSI DESIGN	Weevos (2-5 years), Design 1166130-01-05	36,100.00		36,100.00
1	LSI DESIGN	Hedra (5-12 years), Design 1166130-01-05	96,050.00		96,050.00
1	LSI DESIGN	CP034306 • SKYWAYS EXTENDED HIP 6 Columns + 1 HDPE Top / 35' x 46' w/ 14' Entry & Templates, Design 1166130-01-05	23,115.00		23,115.00
2	247179A	Curva Spinner (DB Only), Design 1166130-01-05	2,395.00		4,790.00
1	164075B	Bobble Rider, Double Direct Bury, Design 1166130-01-05	2,645.00		2,645.00
2	152179A	Saddle Spinner 12"-16", DB, Design 1166130-01-05	1,305.00		2,610.00
1	194663B	ZipKrooz 50' w/Aluminum Posts DB, Design 1166130-01-05	18,105.00		18,105.00
1	196213B	ZipKrooz Assisted Additional Bay 50' w/Aluminum Posts DB, Design 1166130-01-05	15,630.00		15,630.00
1	278557A	Hedra Swing Frames with Hedra Swing Frame Spacer Set, (2) Belt Seats, (2) Bucket Seats and (1) Friendship Swing with ProGaurd Chaings, Design 1166130-01-05	15,835.00		15,835.00
1	192451A	HealthBeat Ab Crunch/Leg Lift Direct Bury, Design 1166130-01-05	3,210.00		3,210.00
1	192454A	HealthBeat Balance Steps Direct Bury, HealthBeat Ab Crunch/Leg Lift Direct Bury, Design 1166130-01-05	3,890.00		3,890.00
1	192455A	HealthBeat Cardio Stepper Direct Bury, HealthBeat Ab Crunch/Leg Lift Direct Bury, Design 1166130-01-05	9,730.00		9,730.00
1	192456A	HealthBeat Chest/Back Press Direct Bury, HealthBeat Ab Crunch/Leg Lift Direct Bury, Design 1166130-01-05	7,790.00		7,790.00
1	192464A	HealthBeat Intro Sign Direct Bury, Design 1166130-01-05	1,090.00		1,090.00
1	ENGINEERING	Shade Engineering Charge	1,250.00		1,250.00
1	FREIGHT	Freight/shipping charges or PG Equipment (150-24-286)	17,160.00		17,160.00
1	FREIGHT	Freight/shipping charges or Shade Equipment (150-24-287)	4,797.00		4,797.00
		CLASSIC RECREATION SYSTEMS			
2	SHELTER	16' x 16' Denver. Medallion-Lok Roof, 4:12 Roof Pitch, 7'2" Eave Height, Tube Steel Fascia, 4 Columns with Embed Plates for Masonry Column, TGIC Poly Powder Coat w/ Zinc Rich Primer (Standard colors only **Upcharge for custom colors). Provision for Electrical: 1 Ea Outlet, 1 Ea Light - NOTE - Lead time for Ramadas is approximately 26 weeks, anchor bolts and permits by others.	18,097.00		36,194.00
1	ENGINEERING	Structural Calculations (Includes 3 sets - 24" x 36" copies) - NOTE - Lead time for Structural Calcs is approximately 3-4 weeks	1,250.00		1,250.00
1	FREIGHT	Freight/shipping charges (123565)	1,755.00		1,755.00
		SITE FURNISHINGS			
15	TR32CLASSIC	32 Gallon Classic Standard Trash Receptacle, Receptacle Only	670.00		10,050.00
15	FLATTOP32-HW	Flat Top for 32 Gallon Receptacles	187.00		2,805.00

Proposal

Q000964

Please Issue Purchase Order to:

Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155

Proposal Date	Salesperson
3/11/2024	Kevin Solomon 480-323-0337 kevin@exerplay.com

Chandler, City of; Brooks Crossing Park

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
15	LINER32-BLACK	Plastic Liner - Black Color	83.20		1,248.00
15	TR-SM-HW	Surface Mounting Kit for All Models	93.50		1,402.50
13	SITE FURNISHINGS	B6WBCLASSIC • 6 Ft. Bench with Contoured Back and Arms, Ribbed Steel, Cast Aluminum Frames, Portable or Surface Mt.	1,927.00		25,051.00
4	SITE FURNISHINGS	TSRCHDCPALT • 8Ft. Table, 2 Attached 6Ft. Seats Centered, Rounded Corners, 3/4" #9 Expanded Metal, Two 2 3/8" Legs, Portable	1,485.00		5,940.00
1	FREIGHT	Freight/shipping charges (QUO0280015)	6,012.00		6,012.00
2	130-20/S-2	2-3/8 O.D. Multi Loop Bike Rack, 2 Peaks - Surface Plate	383.00		766.00
2	21-00	Grill For Embedment	400.00		800.00
1	FREIGHT	Freight/shipping charges (753-149701-24A)	663.00		663.00
		SAFETY SURFACING			
555	SURFACING	Engineered Wood Fiber, priced per cu/yd	25.00		13,875.00
6	FREIGHT	Freight/shipping charges, Priced per truck load (14507)	1,260.00		7,560.00
7	SITE FURNISHINGS	APS-SwingMat • 3' x 5' x 2" Swing Wear Mat - Black	189.00		1,323.00
1	FREIGHT	Freight/shipping charges (69083)	560.00		560.00

THIS PROPOSAL IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS
Taxes subject to change

Proposal prepared by: Ashley Gonzales

Subtotal	381,051.50
Tax Total:	26,523.47
Total	407,574.97

Accepted by:
Print Name: _____ Signature: _____ Date: _____

Proposal

Q000964

General Terms and Conditions:

Pricing for all listed items is good for 14 days from date of quote. ExerPlay reserves the right to revise pricing if any quote approvals are received after the 14-day timeframe, or if any portion of the quote is changed or removed. This may result in a delay in ordering materials for this project.

Pricing is for the listed items only and unless specifically shown on the quote, does not include freight, installation, engineering, offloading, storage, security, site preparation, permitting, security/temporary fencing, hard dig conditions, saw cutting, core drilling, field painting, electrical, concrete slabs, masonry work, ABC compaction, curbing, hand digging, excavation, spoil & waste removal, certification classes, background checks/badging, private line locating, or any applicable taxes or bonds. To obtain a performance/payment bond, please add 3.5% of the total to this quote.

Any necessary permits (federal, state, and/or local building) or special inspections are the responsibility of the General Contractor or End Owner.

Any applicable taxes shown on the quote are calculated based on state, city or county rates and project-specific requirements. Any Requests to remove taxes are subject to approval and MUST include an applicable tax-exempt certificate.

Please provide a signed quote, Purchase Order, or Contract to request an order. Further information such as shipping, colors, contact info, etc., may be needed before an order can be placed. Contract terms are subject to review and approval.

Notwithstanding anything to the contrary in any Contract Documents, ExerPlay shall have no duty to defend or indemnify Owner, Customer, or any other party for that portion of any claim arising out of the sole negligence of the indemnified party.

Owner or General Contractor understands that estimated shipment times for materials are subject to change due to manufacturer lead times. Please communicate your

Billing and Payment Terms:

Current Customers: Unless otherwise negotiated and agreed upon, ExerPlay's payment terms are Net 30 from the date of the invoice, with approved credit; and Net 45 for contracted projects. ExerPlay's process is to bill the customer when the equipment ships. Surfacing and installation are billed upon completion. Bonds are billed when ordered. Late payments may be subject to finance fees and/or legal action.

New Customers: New customers may be required to pay a deposit on equipment at time of order. Deposit amount to be determined, based on credit. The remainder of that equipment, including freight, will be billed when it ships. Surfacing and installation are billed upon completion. Bonds are billed when ordered.

If paying by credit card, there will be a 3.5% fee added to the invoice.

Installation Terms:

If installation is included on the quote, the following guidelines must be followed:
1. It is recommended that any Landscape Structures Equipment be installed by a certified Landscape Structures installer, and that all other equipment be installed by a CPSI Certified installer. ExerPlay reserves the right to request proof of certification.
2. Playground equipment MUST be installed over ADA compliant wood fiber or rubber surfacing. This area is not ADA compliant without surfacing and an accessible route up to and into the playground area. Please contact us for more information.
3. Installation price does NOT include prevailing wages, Davis-Bacon wages, or TERO wages unless otherwise specified. Any changes in wage requirements at time of order are subject to updated pricing.
4. Installation price is based on normal soil conditions. Unusual or hard dig soil conditions that require the use of a jack hammer, or other such equipment, will incur additional charges by reason of such conditions and supervisory fee, and for an extension of the time of completion. Installation price does not include removal of anything which may hinder installation of equipment, unless otherwise specified on our quote.
5. If Hard Dig conditions are known, please advise so we can quote accordingly to avoid any delays or additional fees. Hard Dig conditions will be considered anything that cannot be excavated with a standard Bobcat mounted hydraulic auger. Hard Dig conditions will require a change order at a Time & Material rate. If an auger truck is required to complete digging, it will be at the expense of the General Contractor or Owner, if a spoil report is not provided at the time of quoting.

6. Finish grade is to be provided by others prior to arrival of installer.
7. Installer must have free and clear access to the install location(s). The installer is not responsible for damage done to existing surfacing/ landscaping that may occur when equipment & vehicles are being used in the normal course of construction. Reasonable access to the job site for a Bobcat is assumed as a part of this quote.
8. Line-item pricing is for informational purposes only and is based upon being awarded the total project. All items are to be installed concurrently if specific areas are not ready for installation, and an additional mobilization fee will be required via Change order unless otherwise specified on the quote.
9. If any materials need to be unloaded on site by the installer, unloading must be coordinated at the same time as the installation. If special arrangements need to be made, an additional trip charge for unloading may apply.
10. Our installation team will call 811 to conduct a line location service; however, often-times they do not mark lines on the actual property where the installation will be done. The owner is responsible for blue-staking the job site and staking out any underground utilities prior to installation. Owner is responsible should damage occur.
11.Neither ExerPlay nor Installers are responsible for vandalism, theft of equipment or subsequent repairs or replacement. Security fencing can be provided upon request and added to the quote.
12. The job site MUST be ready, and area leveled, when the installer arrives to begin the job, unless specifically noted on the quote. Any downtime or site delays caused by Owner or General Contractor will incur additional fees.
13. If equipment is to be shipped to the installer's yard, it will be held for a maximum of 6 months from delivery, with intent to install in that time frame; otherwise, storage fees may occur.

General Contractor is responsible for:

1. Adequate storage and layout area as well as security of equipment while on site.
2. Water, power, sanitary facilities, and trash container on site.
3. Free and clear vehicle access to site and all areas under the scope of work.
4. Movement of any utilities conflicting with the installation of the equipment (installer is not responsible for landscape irrigation).
5. Once the installers are on site, any delays or additional work incurred by the installation crew and caused by others (owners or other contractors) will be charged on a cost-plus basis.
6. Any additional costs, i.e. demolition, relocation, excavation, surfacing materials, and labor due to abnormal soil conditions, are not included in price.
7. Please notify ExerPlay of any changes immediately. If any changes are made which we are not aware of, and which alter the installation, then all additional costs will be passed on to the GC.

Competitive Edge Contracting Inc

PO Box 21192
Phoenix, AZ 85036
+1 6028127104
showard@azcec.us

Estimate

ADDRESS
DNG Construction, LLC
3933 E La Salle Street
Phoenix, AZ 85040

SHIP TO
1640 W Calle Del Norte
Chandler AZ 85224

ESTIMATE 09560
DATE 03/21/2024
EXPIRATION DATE 06/20/2024

JOB NAME
Chandler Brooks Crossing

ACTIVITY	QTY	AMOUNT
Install Bike Rack (SM) Ultra site #5308 OAE LH3.3 DTL 4	2	532.00
Install BBQ Grill (DB) Superior GSP20 LH3.3 DTL 2	1	217.00
Install Bench (SM) Superior #B6WBCLASSIC OAE LH3.3 DTL 6	13	3,458.00
Install Table, Picnic w/ Benches (SM) Webcoat #TRCHDCPALT OAE or Wabash Valley Signature Series #SG115 LH3.4 DTL 2	4	1,764.00
Install Trash Receptacle (SM) Webcoat TR32 Classic w/ Flattop OAE or Wabash Valley #LR32	15	3,150.00
Install Fountain, Drinking w/ Pet (SM) MDF 10145-18 SMSS Chilled, above ground mounting only *Excludes Sump/Winterization pit. Plumbing ,electrical connections by others. LH3.3 DTL 5	1	497.00
Install Pet Waste Station (DB) Installation of sign and mounting of City of Chandler faces only. Sign faces and hardware provided by others LH3.3 DTL 3	5	1,775.00
Install LSI Hedra Play Structure LSI Design 220103F	1	23,100.00
Install LSI Zipkrooz 50' LSI Design 220103F	1	3,962.00
Install LSI Weevos Play Structure 2-5 Structure, LSI Design 220103F	1	7,929.00
Install Swing, LSI Hedra, 3-Bay LSI Design 220103F	1	2,619.00
Install LSI Spin, Curva LSI Design 220103F	2	1,372.00
Install LSI Spring Rider, Bobble (double)	1	798.00

Pricing valid for up to 90 days or otherwise stated and may be revised for changes in scope of work. CEC reserves the right to update pricing if project is not schedulable within 90 days of the issuance of a purchase order or if installation cannot occur within one year of issuance of a purchase order. CEC is not liable for damage occurring to stored equipment more than 90 days after delivery.

Install LSI Spin, Saddle LSI Design 220103F	2	952.00
Install Wear Mat	7	588.00
Install LSI HealthBeat Balance Steps 192454	1	1,568.00
Install LSI HealthBeat Ab Crunch/Leg-Lift 192451	1	1,386.00
Install LSI HealthBeat Chest/Back Press 192456	1	1,568.00
Install LSI HealthBeat Cardio Stepper 192455	1	1,365.00
Install CRS Ramada 16'x16'x8e CRS Denver, standing seam, 4:12 pitch, (4) columns, (SM) to masonry columns (Footings/Surrounds/Electric, CMU Columns by others) LH3.2	2	9,057.00
Install Shade Structure 46'x35'x15'e Hip shade (6) footings up to 30"x84", over Hedra Swing	1	22,398.00
Install LSI Tuff Timber Access Ramp LSI Tuff Timber #130799 @ sides of concrete fluctuation ramp LS3.1 DTL 2	2	1,120.00
Form/Pour Concrete Fluctuation Ramp LS3.1 DTL 2, medium broom finish, 3000 psi	1	2,832.00
Install Sign Park Entry Sign Relocate to new site, mount new face. New sign face furnished by others LH3.3 DTL 1	1	970.00
Sandblast Concrete "Welcome Mat" Sandblasted Logo Blasted depth to be 1/8" to 3'16" High resolution CAD file provided by others	1	3,288.00
Services Sandblast Mockup Concrete "Welcome Mat" Sandblasted Logo Blasted depth to be 1/8" to 3'16" High resolution CAD file provided by others	1	5,000.00
Form/Pour Concrete Header (LF) LF of 8"x8" header with #3 continuous rebar control joints @ 5' LH3.04 DTL 3	534	17,622.00
Install Sub-Base Fill (SF) 4" depth *Site to be compacted and subgrade ready at +/- .1" Subbase furnished by others.	0.75	12,728.25
Form/Pour Turndown (LF) 18" Playground turndown CIP with pin in rebar up to 4' horizontal @ 24" spacing (both playgrounds) LH3.04 DTL 4	355	26,625.00
Form/Pour Sidewalk (SF) Varying widths, Mag A 3000 psi, medium broom finish, sawcut 8'0" OC max, includes additional 2"x6" turndowns at perimeter 495'x4'x4" 66'x5'x4" 1570'x8'x4"	15,860	146,705.00

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110'x9'x4" LH3.4 DTL 8, Mag DTL 230		
Form/Pour 4" Concrete Slab (SF) Large Slabs Varying dimensions, Mag A 3000 psi, non-reinforced medium broom finish, sawcut 8'0", includes additional 2"x6" turndowns at perimeter (1) Ramada Slab, 350 SF (1) Ramada Slab, 626 SF LH3.4 DTL 2	976	8,784.00
Form/Pour Concrete Small Slabs Varying dimensions, Mag A 3000 psi, non-reinforced medium broom finish, sawcut 8'0", includes additional 2"x6" turndowns at perimeter (1) BBQ Slab, 13 SF (1) Bench Slab, 88 SF (11) Bench Slab, 44 SF LH3.4 DTL 2	135	1,640.25
Drill/Pour Pier Footing Light Poles 24"x78" w/ cages Anchor bolts, conduits and ground wires furnished by others SE3.1 Arial Light Struct. DTL SK1	3	4,716.00
Construct CMU Seatwall (6) Seat Walls, Priced by (LF) 16"x18" CMU reinforced with #5 bar @ 48" O.C. centered in each block, Mesastone Black Canyon CMU, 1" weephole where soil is greater than 16" 16"x4" Custom cast-in-place concrete cap with Davis Dark Grey color, anti-skate integral notches 48" O.C., rebar dowel connection to concrete core 10"x2'6" Footing, #5 at 16" O.C., (3) #5 continuous centered in footing *Excludes Weep hole pea gravel and filter fabric wrap, waterproofing and protection board. LH 3.4 DTL 5	175	62,125.00

*Excludes all demolition, excavation, and disposal. Site to be compacted and subgrade ready to within +/- .1".
*Excludes DB/prevailing wage rates, certified payroll, OCIP and any additional insurance not currently satisfied by CEC's current insurance policies.

*Unless noted otherwise: Project site must have “tailgate access” and be subgrade ready. Digging based upon good soil conditions (hard-dig, collapsing soil excluded). Customer to provide water onsite. All work to be performed in a single, concurrent mobilization. Excludes prevailing wage rates, payment management services, site fence/security, irrigation repair, permitting, fees, insurance requirements not included in CEC’s current insurance policies, requirement of ready-mix truck concrete for playground and site furnishings. CEC is not responsible for damage to existing surfaces during the normal course of construction. Material price increases in excess of 5% after issuance of estimate or purchase order may require revised pricing. All required taxes included.

SUBTOTAL	384,210.50
TAX	0.00
TOTAL	**$384,210.50**

Accepted By

Accepted Date

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Competitive Edge Contracting Inc

PO Box 21192
Phoenix, AZ 85036
+1 6028127104
showard@azcec.us

Estimate

ADDRESS
DNG Construction, LLC
3933 E La Salle Street
Phoenix, AZ 85040

SHIP TO
1640 W Calle Del Norte
Chandler AZ 85224

ESTIMATE 09560
DATE 03/21/2024
EXPIRATION DATE 06/20/2024

JOB NAME
Chandler Brooks Crossing

ACTIVITY	QTY	AMOUNT
Install Bike Rack (SM) Ultra site #5308 OAE LH3.3 DTL 4	2	532.00
Install BBQ Grill (DB) Superior GSP20 LH3.3 DTL 2	1	217.00
Install Bench (SM) Superior #B6WBCLASSIC OAE LH3.3 DTL 6	13	3,458.00
Install Table, Picnic w/ Benches (SM) Webcoat #TRCHDCPALT OAE or Wabash Valley Signature Series #SG115 LH3.4 DTL 2	4	1,764.00
Install Trash Receptacle (SM) Webcoat TR32 Classic w/ Flattop OAE or Wabash Valley #LR32	15	3,150.00
Install Fountain, Drinking w/ Pet (SM) MDF 10145-18 SMSS Chilled, above ground mounting only *Excludes Sump/Winterization pit. Plumbing ,electrical connections by others. LH3.3 DTL 5	1	497.00
Install Pet Waste Station (DB) Installation of sign and mounting of City of Chandler faces only. Sign faces and hardware provided by others LH3.3 DTL 3	5	1,775.00
Install LSI Hedra Play Structure LSI Design 220103F	1	23,100.00
Install LSI Zipkrooz 50' LSI Design 220103F	1	3,962.00
Install LSI Weevos Play Structure 2-5 Structure, LSI Design 220103F	1	7,929.00
Install Swing, LSI Hedra, 3-Bay LSI Design 220103F	1	2,619.00
Install LSI Spin, Curva LSI Design 220103F	2	1,372.00
Install LSI Spring Rider, Bobble (double)	1	798.00

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LSI Design 220103F

Install LSI Spin, Saddle LSI Design 220103F	2	952.00
Install Wear Mat	7	588.00
Install LSI HealthBeat Balance Steps 192454	1	1,568.00
Install LSI HealthBeat Ab Crunch/Leg-Lift 192451	1	1,386.00
Install LSI HealthBeat Chest/Back Press 192456	1	1,568.00
Install LSI HealthBeat Cardio Stepper 192455	1	1,365.00
Install CRS Ramada 16'x16'x8e CRS Denver, standing seam, 4:12 pitch, (4) columns, (SM) to masonry columns (Footings/Surrounds/Electric, CMU Columns by others) LH3.2	2	9,057.00
Install Shade Structure 46'x35'x15'e Hip shade (6) footings up to 30"x84", over Hedra Swing	1	22,398.00
Install LSI Tuff Timber Access Ramp LSI Tuff Timber #130799 @ sides of concrete fluctuation ramp LS3.1 DTL 2	2	1,120.00
Form/Pour Concrete Fluctuation Ramp LS3.1 DTL 2, medium broom finish, 3000 psi	1	2,832.00
Install Sign Park Entry Sign Relocate to new site, mount new face. New sign face furnished by others LH3.3 DTL 1	1	970.00
Sandblast Concrete "Welcome Mat" Sandblasted Logo Blasted depth to be 1/8" to 3'16" High resolution CAD file provided by others	1	3,288.00
Services Sandblast Mockup Concrete "Welcome Mat" Sandblasted Logo Blasted depth to be 1/8" to 3'16" High resolution CAD file provided by others	1	5,000.00
Form/Pour Concrete Header (LF) LF of 8"x8" header with #3 continuous rebar control joints @ 5' LH3.04 DTL 3	534	17,622.00
Install Sub-Base Fill (SF) 4" depth *Site to be compacted and subgrade ready at +/- .1" Subbase furnished by others.	0.75	12,728.25
Form/Pour Turndown (LF) 18" Playground turndown CIP with pin in rebar up to 4' horizontal @ 24" spacing (both playgrounds) LH3.04 DTL 4	355	26,625.00
Form/Pour Sidewalk (SF) Varying widths, Mag A 3000 psi, medium broom finish, sawcut 8'0" OC max, includes additional 2"x6" turndowns at perimeter 495'x4'x4" 66'x5'x4" 1570'x8'x4"	15,860	146,705.00

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110'x9'x4"
LH3.4 DTL 8, Mag DTL 230

Form/Pour 4" Concrete Slab (SF) Large Slabs Varying dimensions, Mag A 3000 psi, non-reinforced medium broom finish, sawcut 8'0", includes additional 2"x6" turndowns at perimeter (1) Ramada Slab, 350 SF (1) Ramada Slab, 626 SF LH3.4 DTL 2	976	8,784.00
Form/Pour Concrete Small Slabs Varying dimensions, Mag A 3000 psi, non-reinforced medium broom finish, sawcut 8'0", includes additional 2"x6" turndowns at perimeter (1) BBQ Slab, 13 SF (1) Bench Slab, 88 SF (11) Bench Slab, 44 SF LH3.4 DTL 2	135	1,640.25
Drill/Pour Pier Footing Light Poles 24"x78" w/ cages Anchor bolts, conduits and ground wires furnished by others SE3.1 Arial Light Struct. DTL SK1	3	4,716.00
Construct CMU Seatwall (6) Seat Walls, Priced by (LF) 16"x18" CMU reinforced with #5 bar @ 48" O.C. centered in each block, Mesastone Black Canyon CMU, 1" weephole where soil is greater than 16" 16"x4" Custom cast-in-place concrete cap with Davis Dark Grey color, anti-skate integral notches 48" O.C., rebar dowel connection to concrete core 10"x2'6" Footing, #5 at 16" O.C., (3) #5 continuous centered in footing *Excludes Weep hole pea gravel and filter fabric wrap, waterproofing and protection board. LH 3.4 DTL 5	175	62,125.00

*Excludes all demolition, excavation, and disposal. Site to be compacted and subgrade ready to within +/- .1".
*Excludes DB/prevailing wage rates, certified payroll, OCIP and any additional insurance not currently satisfied by CEC's current insurance policies.

*Unless noted otherwise: Project site must have “tailgate access” and be subgrade ready. Digging based upon good soil conditions (hard-dig, collapsing soil excluded). Customer to provide water onsite. All work to be performed in a single, concurrent mobilization. Excludes prevailing wage rates, payment management services, site fence/security, irrigation repair, permitting, fees, insurance requirements not included in CEC’s current insurance policies, requirement of ready-mix truck concrete for playground and site furnishings. CEC is not responsible for damage to existing surfaces during the normal course of construction. Material price increases in excess of 5% after issuance of estimate or purchase order may require revised pricing. All required taxes included.

SUBTOTAL	384,210.50
TAX	0.00
TOTAL	**$384,210.50**

Accepted By

Accepted Date

Pricing valid for up to 90 days or otherwise stated and may be revised for changes in scope of work. CEC reserves the right to update pricing if project is not schedulable within 90 days of the issuance of a purchase order or if installation cannot occur within one year of issuance of a purchase order. CEC is not liable for damage occurring to stored equipment more than 90 days after delivery.

ESTIMATE

Harcon Concrete Inc
PO Box 28156
Scottsdale, AZ 85255

sami@harconinc.com
+1 (480) 387-7754
www.harconinc.com

DNG Construction

Bill to
Jose Torres
DNG Construction
3933 E. La Salle St.
Phoenix, AZ 85040 USA

Ship to
Jose Torres
DNG Construction
3933 E. La Salle St.
Phoenix, AZ 85040 USA

Estimate details
Estimate no.: 1361 - Chandler Brook
Estimate date: 03/20/2024
Expiration date: 04/20/2024

City: Chandler
Project Name: Chandler Brook Crossing Park

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		**Demo** no bid - need more time if needed.		1	$0.00	$0.00
2.		**Sidewalk** Concrete Walkway Sidewalk 5" Broom Finish, No color, No ABC - SF		17960	$7.25	$130,210.00
3.		**Concrete** Concrete “Welcome Mat” Sandblast Logo		1	$0.00	$0.00
4.		**ADA Ramp** at Tot lots		2	$1,350.00	$2,700.00
5.		**Vertical Curb** 8"x8" Vertical Curb - Landscape curb - excluded - usually picked up by landscaper		0	$0.00	$0.00
6.		**Turndown at Tot-lots** Concrete Turn-Down at Play Area and exercise equipment (18” Deep)		600	$38.50	$23,100.00
7.		**Footing** CMU concrete bench footing only - 2'6"x10" including excavation		240	$65.00	$15,600.00
8.		**Concrete** Concrete sidewalk scupper		1	$1,950.00	$1,950.00
9.		**Concrete** Entry Monument Sign footing per detail - ADD $600 for footing excavation		1	$4,500.00	$4,500.00

10.	**Pickleball Court** Pickleball Court - 7" post tension, concrete with turndown - with engineered shop drawing - concrete only - no ABC ADD $1.25/SF for 4" ABC $1.25 x 2080= $2,600	2080	$11.25	$23,400.00
11.	**Pickleball Court** Pickleball Court - Acrylic Surfacing and Striping	1	$7,000.00	$7,000.00
12.	**Ramada Footings** Standard Size 4.5x4.5x2 - ALT: ADD $300/footing for excavation	8	$1,750.00	$14,000.00
13.	**Ramada Pad** 5" Ramada Pad David Dark Gray with acid etch finish - no ABC - SF	760	$9.50	$7,220.00
14.	**Concrete** New Accent Paving 5" Davis Dark Gray Color w. Acid Etch finish - No ABC - different locations	775	$9.50	$7,362.50
15.	**Bench pad** Bench by others - 13x4	1	$650.00	$650.00
16.	**Trash Pad** 3x3 trash pad	1	$350.00	$350.00
17.	**Basketball court** BB Court - Acrylic Surfacing and striping	1	$18,500.00	$18,500.00
18.	**Vertical Curb** 6" x18" Vertical Curb at exercise equipment	76	$40.50	$3,078.00
19.	**Mobilization** one mobilization	1	$2,500.00	$2,500.00

Total **$262,120.50**

Expiry date 04/20/2024

Note to customer

Assumptions and Clarifications:
1. Excludes Tax, Bonds, Permits, Testing, ABC, bench and trash steel, grading and excavation, sidewalk reinforcements, turndowns.
2. All concrete slabs/sidewalk are tool jointed. Sawcutting is excluded unless otherwise stated on the proposal.
3. Grade to be +/- 0.1' with spec'd moisture and compaction
4. GC to supply a water truck or equal.
5. Assume concrete can be tailgated from the truck (no planting was installed) at time of concrete scope.
6. Assume one mobilization is needed, additional mobilization add $2000.
7. Actual quantities will be site measured up on completion.
8. Material escalation will be passed to the GC.

Competitive Edge Contracting Inc

PO Box 21192
Phoenix, AZ 85036
+1 6028127104
showard@azcec.us

Estimate

ADDRESS
DNG Construction, LLC
3933 E La Salle Street
Phoenix, AZ 85040

SHIP TO
1640 W Calle Del Norte
Chandler AZ 85224

ESTIMATE 09560
DATE 03/21/2024
EXPIRATION DATE 06/20/2024

JOB NAME
Chandler Brooks Crossing

ACTIVITY	QTY	AMOUNT
Install Bike Rack (SM) Ultra site #5308 OAE LH3.3 DTL 4	2	532.00
Install BBQ Grill (DB) Superior GSP20 LH3.3 DTL 2	1	217.00
Install Bench (SM) Superior #B6WBCLASSIC OAE LH3.3 DTL 6	13	3,458.00
Install Table, Picnic w/ Benches (SM) Webcoat #TRCHDCPALT OAE or Wabash Valley Signature Series #SG115 LH3.4 DTL 2	4	1,764.00
Install Trash Receptacle (SM) Webcoat TR32 Classic w/ Flattop OAE or Wabash Valley #LR32	15	3,150.00
Install Fountain, Drinking w/ Pet (SM) MDF 10145-18 SMSS Chilled, above ground mounting only *Excludes Sump/Winterization pit. Plumbing ,electrical connections by others. LH3.3 DTL 5	1	497.00
Install Pet Waste Station (DB) Installation of sign and mounting of City of Chandler faces only. Sign faces and hardware provided by others LH3.3 DTL 3	5	1,775.00
Install LSI Hedra Play Structure LSI Design 220103F	1	23,100.00
Install LSI Zipkrooz 50' LSI Design 220103F	1	3,962.00
Install LSI Weevos Play Structure 2-5 Structure, LSI Design 220103F	1	7,929.00
Install Swing, LSI Hedra, 3-Bay LSI Design 220103F	1	2,619.00
Install LSI Spin, Curva LSI Design 220103F	2	1,372.00
Install LSI Spring Rider, Bobble (double)	1	798.00

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LSI Design 220103F		
Install LSI Spin, Saddle LSI Design 220103F	2	952.00
Install Wear Mat	7	588.00
Install LSI HealthBeat Balance Steps 192454	1	1,568.00
Install LSI HealthBeat Ab Crunch/Leg-Lift 192451	1	1,386.00
Install LSI HealthBeat Chest/Back Press 192456	1	1,568.00
Install LSI HealthBeat Cardio Stepper 192455	1	1,365.00
Install CRS Ramada 16'x16'x8e CRS Denver, standing seam, 4:12 pitch, (4) columns, (SM) to masonry columns (Footings/Surrounds/Electric, CMU Columns by others) LH3.2	2	9,057.00
Install Shade Structure 46'x35'x15'e Hip shade (6) footings up to 30"x84", over Hedra Swing	1	22,398.00
Install LSI Tuff Timber Access Ramp LSI Tuff Timber #130799 @ sides of concrete fluctuation ramp LS3.1 DTL 2	2	1,120.00
Form/Pour Concrete Fluctuation Ramp LS3.1 DTL 2, medium broom finish, 3000 psi	1	2,832.00
Install Sign Park Entry Sign Relocate to new site, mount new face. New sign face furnished by others LH3.3 DTL 1	1	970.00
Sandblast Concrete "Welcome Mat" Sandblasted Logo Blasted depth to be 1/8" to 3'16" High resolution CAD file provided by others	1	3,288.00
Services Sandblast Mockup Concrete "Welcome Mat" Sandblasted Logo Blasted depth to be 1/8" to 3'16" High resolution CAD file provided by others	1	5,000.00
Form/Pour Concrete Header (LF) LF of 8"x8" header with #3 continuous rebar control joints @ 5' LH3.04 DTL 3	534	17,622.00
Install Sub-Base Fill (SF) 4" depth *Site to be compacted and subgrade ready at +/- .1" Subbase furnished by others.	0.75	12,728.25
Form/Pour Turndown (LF) 18" Playground turndown CIP with pin in rebar up to 4' horizontal @ 24" spacing (both playgrounds) LH3.04 DTL 4	355	26,625.00
Form/Pour Sidewalk (SF) Varying widths, Mag A 3000 psi, medium broom finish, sawcut 8'0" OC max, includes additional 2"x6" turndowns at perimeter 495'x4'x4" 66'x5'x4" 1570'x8'x4"	15,860	146,705.00

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110'x9'x4" LH3.4 DTL 8, Mag DTL 230		
Form/Pour 4" Concrete Slab (SF) Large Slabs Varying dimensions, Mag A 3000 psi, non-reinforced medium broom finish, sawcut 8'0", includes additional 2"x6" turndowns at perimeter (1) Ramada Slab, 350 SF (1) Ramada Slab, 626 SF LH3.4 DTL 2	976	8,784.00
Form/Pour Concrete Small Slabs Varying dimensions, Mag A 3000 psi, non-reinforced medium broom finish, sawcut 8'0", includes additional 2"x6" turndowns at perimeter (1) BBQ Slab, 13 SF (1) Bench Slab, 88 SF (11) Bench Slab, 44 SF LH3.4 DTL 2	135	1,640.25
Drill/Pour Pier Footing Light Poles 24"x78" w/ cages Anchor bolts, conduits and ground wires furnished by others SE3.1 Arial Light Struct. DTL SK1	3	4,716.00
Construct CMU Seatwall (6) Seat Walls, Priced by (LF) 16"x18" CMU reinforced with #5 bar @ 48" O.C. centered in each block, Mesastone Black Canyon CMU, 1" weephole where soil is greater than 16" 16"x4" Custom cast-in-place concrete cap with Davis Dark Grey color, anti-skate integral notches 48" O.C., rebar dowel connection to concrete core 10"x2'6" Footing, #5 at 16" O.C., (3) #5 continuous centered in footing *Excludes Weep hole pea gravel and filter fabric wrap, waterproofing and protection board. LH 3.4 DTL 5	175	62,125.00

*Excludes all demolition, excavation, and disposal. Site to be compacted and subgrade ready to within +/- .1".
*Excludes DB/prevailing wage rates, certified payroll, OCIP and any additional insurance not currently satisfied by CEC's current insurance policies.

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SUBTOTAL	384,210.50
TAX	0.00
TOTAL	**$384,210.50**

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Accepted Date

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Estimate

ADDRESS
DNG Construction, LLC
3933 E La Salle Street
Phoenix, AZ 85040

SHIP TO
1640 W Calle Del Norte
Chandler AZ 85224

ESTIMATE 09560
DATE 03/21/2024
EXPIRATION DATE 06/20/2024

JOB NAME
Chandler Brooks Crossing

ACTIVITY	QTY	AMOUNT
Install Bike Rack (SM) Ultra site #5308 OAE LH3.3 DTL 4	2	532.00
Install BBQ Grill (DB) Superior GSP20 LH3.3 DTL 2	1	217.00
Install Bench (SM) Superior #B6WBCLASSIC OAE LH3.3 DTL 6	13	3,458.00
Install Table, Picnic w/ Benches (SM) Webcoat #TRCHDCPALT OAE or Wabash Valley Signature Series #SG115 LH3.4 DTL 2	4	1,764.00
Install Trash Receptacle (SM) Webcoat TR32 Classic w/ Flattop OAE or Wabash Valley #LR32	15	3,150.00
Install Fountain, Drinking w/ Pet (SM) MDF 10145-18 SMSS Chilled, above ground mounting only *Excludes Sump/Winterization pit. Plumbing ,electrical connections by others. LH3.3 DTL 5	1	497.00
Install Pet Waste Station (DB) Installation of sign and mounting of City of Chandler faces only. Sign faces and hardware provided by others LH3.3 DTL 3	5	1,775.00
Install LSI Hedra Play Structure LSI Design 220103F	1	23,100.00
Install LSI Zipkrooz 50' LSI Design 220103F	1	3,962.00
Install LSI Weevos Play Structure 2-5 Structure, LSI Design 220103F	1	7,929.00
Install Swing, LSI Hedra, 3-Bay LSI Design 220103F	1	2,619.00
Install LSI Spin, Curva LSI Design 220103F	2	1,372.00
Install LSI Spring Rider, Bobble (double)	1	798.00

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LSI Design 220103F

Install LSI Spin, Saddle LSI Design 220103F	2	952.00
Install Wear Mat	7	588.00
Install LSI HealthBeat Balance Steps 192454	1	1,568.00
Install LSI HealthBeat Ab Crunch/Leg-Lift 192451	1	1,386.00
Install LSI HealthBeat Chest/Back Press 192456	1	1,568.00
Install LSI HealthBeat Cardio Stepper 192455	1	1,365.00
Install CRS Ramada 16'x16'x8e CRS Denver, standing seam, 4:12 pitch, (4) columns, (SM) to masonry columns (Footings/Surrounds/Electric, CMU Columns by others) LH3.2	2	9,057.00
Install Shade Structure 46'x35'x15'e Hip shade (6) footings up to 30"x84", over Hedra Swing	1	22,398.00
Install LSI Tuff Timber Access Ramp LSI Tuff Timber #130799 @ sides of concrete fluctuation ramp LS3.1 DTL 2	2	1,120.00
Form/Pour Concrete Fluctuation Ramp LS3.1 DTL 2, medium broom finish, 3000 psi	1	2,832.00
Install Sign Park Entry Sign Relocate to new site, mount new face. New sign face furnished by others LH3.3 DTL 1	1	970.00
Sandblast Concrete "Welcome Mat" Sandblasted Logo Blasted depth to be 1/8" to 3'16" High resolution CAD file provided by others	1	3,288.00
Services Sandblast Mockup Concrete "Welcome Mat" Sandblasted Logo Blasted depth to be 1/8" to 3'16" High resolution CAD file provided by others	1	5,000.00
Form/Pour Concrete Header (LF) LF of 8"x8" header with #3 continuous rebar control joints @ 5' LH3.04 DTL 3	534	17,622.00
Install Sub-Base Fill (SF) 4" depth *Site to be compacted and subgrade ready at +/- .1" Subbase furnished by others.	0.75	12,728.25
Form/Pour Turndown (LF) 18" Playground turndown CIP with pin in rebar up to 4' horizontal @ 24" spacing (both playgrounds) LH3.04 DTL 4	355	26,625.00
Form/Pour Sidewalk (SF) Varying widths, Mag A 3000 psi, medium broom finish, sawcut 8'0" OC max, includes additional 2"x6" turndowns at perimeter 495'x4'x4" 66'x5'x4" 1570'x8'x4"	15,860	146,705.00

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110'x9'x4" LH3.4 DTL 8, Mag DTL 230		
Form/Pour 4" Concrete Slab (SF) Large Slabs Varying dimensions, Mag A 3000 psi, non-reinforced medium broom finish, sawcut 8'0", includes additional 2"x6" turndowns at perimeter (1) Ramada Slab, 350 SF (1) Ramada Slab, 626 SF LH3.4 DTL 2	976	8,784.00
Form/Pour Concrete Small Slabs Varying dimensions, Mag A 3000 psi, non-reinforced medium broom finish, sawcut 8'0", includes additional 2"x6" turndowns at perimeter (1) BBQ Slab, 13 SF (1) Bench Slab, 88 SF (11) Bench Slab, 44 SF LH3.4 DTL 2	135	1,640.25
Drill/Pour Pier Footing Light Poles 24"x78" w/ cages Anchor bolts, conduits and ground wires furnished by others SE3.1 Arial Light Struct. DTL SK1	3	4,716.00
Construct CMU Seatwall (6) Seat Walls, Priced by (LF) 16"x18" CMU reinforced with #5 bar @ 48" O.C. centered in each block, Mesastone Black Canyon CMU, 1" weephole where soil is greater than 16" 16"x4" Custom cast-in-place concrete cap with Davis Dark Grey color, anti-skate integral notches 48" O.C., rebar dowel connection to concrete core 10"x2'6" Footing, #5 at 16" O.C., (3) #5 continuous centered in footing *Excludes Weep hole pea gravel and filter fabric wrap, waterproofing and protection board. LH 3.4 DTL 5	175	62,125.00

*Excludes all demolition, excavation, and disposal. Site to be compacted and subgrade ready to within +/- .1".
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TOTAL	**$384,210.50**

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Estimate

ADDRESS
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3933 E La Salle Street
Phoenix, AZ 85040

SHIP TO
1640 W Calle Del Norte
Chandler AZ 85224

ESTIMATE 09560
DATE 03/21/2024
EXPIRATION DATE 06/20/2024

JOB NAME
Chandler Brooks Crossing

ACTIVITY	QTY	AMOUNT
Install Bike Rack (SM) Ultra site #5308 OAE LH3.3 DTL 4	2	532.00
Install BBQ Grill (DB) Superior GSP20 LH3.3 DTL 2	1	217.00
Install Bench (SM) Superior #B6WBCLASSIC OAE LH3.3 DTL 6	13	3,458.00
Install Table, Picnic w/ Benches (SM) Webcoat #TRCHDCPALT OAE or Wabash Valley Signature Series #SG115 LH3.4 DTL 2	4	1,764.00
Install Trash Receptacle (SM) Webcoat TR32 Classic w/ Flattop OAE or Wabash Valley #LR32	15	3,150.00
Install Fountain, Drinking w/ Pet (SM) MDF 10145-18 SMSS Chilled, above ground mounting only *Excludes Sump/Winterization pit. Plumbing ,electrical connections by others. LH3.3 DTL 5	1	497.00
Install Pet Waste Station (DB) Installation of sign and mounting of City of Chandler faces only. Sign faces and hardware provided by others LH3.3 DTL 3	5	1,775.00
Install LSI Hedra Play Structure LSI Design 220103F	1	23,100.00
Install LSI Zipkrooz 50' LSI Design 220103F	1	3,962.00
Install LSI Weevos Play Structure 2-5 Structure, LSI Design 220103F	1	7,929.00
Install Swing, LSI Hedra, 3-Bay LSI Design 220103F	1	2,619.00
Install LSI Spin, Curva LSI Design 220103F	2	1,372.00
Install LSI Spring Rider, Bobble (double)	1	798.00

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LSI Design 220103F

Install LSI Spin, Saddle LSI Design 220103F	2	952.00
Install Wear Mat	7	588.00
Install LSI HealthBeat Balance Steps 192454	1	1,568.00
Install LSI HealthBeat Ab Crunch/Leg-Lift 192451	1	1,386.00
Install LSI HealthBeat Chest/Back Press 192456	1	1,568.00
Install LSI HealthBeat Cardio Stepper 192455	1	1,365.00
Install CRS Ramada 16'x16'x8e CRS Denver, standing seam, 4:12 pitch, (4) columns, (SM) to masonry columns (Footings/Surrounds/Electric, CMU Columns by others) LH3.2	2	9,057.00
Install Shade Structure 46'x35'x15'e Hip shade (6) footings up to 30"x84", over Hedra Swing	1	22,398.00
Install LSI Tuff Timber Access Ramp LSI Tuff Timber #130799 @ sides of concrete fluctuation ramp LS3.1 DTL 2	2	1,120.00
Form/Pour Concrete Fluctuation Ramp LS3.1 DTL 2, medium broom finish, 3000 psi	1	2,832.00
Install Sign Park Entry Sign Relocate to new site, mount new face. New sign face furnished by others LH3.3 DTL 1	1	970.00
Sandblast Concrete "Welcome Mat" Sandblasted Logo Blasted depth to be 1/8" to 3'16" High resolution CAD file provided by others	1	3,288.00
Services Sandblast Mockup Concrete "Welcome Mat" Sandblasted Logo Blasted depth to be 1/8" to 3'16" High resolution CAD file provided by others	1	5,000.00
Form/Pour Concrete Header (LF) LF of 8"x8" header with #3 continuous rebar control joints @ 5' LH3.04 DTL 3	534	17,622.00
Install Sub-Base Fill (SF) 4" depth *Site to be compacted and subgrade ready at +/- .1" Subbase furnished by others.	0.75	12,728.25
Form/Pour Turndown (LF) 18" Playground turndown CIP with pin in rebar up to 4' horizontal @ 24" spacing (both playgrounds) LH3.04 DTL 4	355	26,625.00
Form/Pour Sidewalk (SF) Varying widths, Mag A 3000 psi, medium broom finish, sawcut 8'0" OC max, includes additional 2"x6" turndowns at perimeter 495'x4'x4" 66'x5'x4" 1570'x8'x4"	15,860	146,705.00

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110'x9'x4" LH3.4 DTL 8, Mag DTL 230		
Form/Pour 4" Concrete Slab (SF) Large Slabs Varying dimensions, Mag A 3000 psi, non-reinforced medium broom finish, sawcut 8'0", includes additional 2"x6" turndowns at perimeter (1) Ramada Slab, 350 SF (1) Ramada Slab, 626 SF LH3.4 DTL 2	976	8,784.00
Form/Pour Concrete Small Slabs Varying dimensions, Mag A 3000 psi, non-reinforced medium broom finish, sawcut 8'0", includes additional 2"x6" turndowns at perimeter (1) BBQ Slab, 13 SF (1) Bench Slab, 88 SF (11) Bench Slab, 44 SF LH3.4 DTL 2	135	1,640.25
Drill/Pour Pier Footing Light Poles 24"x78" w/ cages Anchor bolts, conduits and ground wires furnished by others SE3.1 Arial Light Struct. DTL SK1	3	4,716.00
Construct CMU Seatwall (6) Seat Walls, Priced by (LF) 16"x18" CMU reinforced with #5 bar @ 48" O.C. centered in each block, Mesastone Black Canyon CMU, 1" weephole where soil is greater than 16" 16"x4" Custom cast-in-place concrete cap with Davis Dark Grey color, anti-skate integral notches 48" O.C., rebar dowel connection to concrete core 10"x2'6" Footing, #5 at 16" O.C., (3) #5 continuous centered in footing *Excludes Weep hole pea gravel and filter fabric wrap, waterproofing and protection board. LH 3.4 DTL 5	175	62,125.00

*Excludes all demolition, excavation, and disposal. Site to be compacted and subgrade ready to within +/- .1".
*Excludes DB/prevailing wage rates, certified payroll, OCIP and any additional insurance not currently satisfied by CEC's current insurance policies.

*Unless noted otherwise: Project site must have “tailgate access” and be subgrade ready. Digging based upon good soil conditions (hard-dig, collapsing soil excluded). Customer to provide water onsite. All work to be performed in a single, concurrent mobilization. Excludes prevailing wage rates, payment management services, site fence/security, irrigation repair, permitting, fees, insurance requirements not included in CEC’s current insurance policies, requirement of ready-mix truck concrete for playground and site furnishings. CEC is not responsible for damage to existing surfaces during the normal course of construction. Material price increases in excess of 5% after issuance of estimate or purchase order may require revised pricing. All required taxes included.

SUBTOTAL	384,210.50
TAX	0.00
TOTAL	**$384,210.50**

Accepted By

Accepted Date

Pricing valid for up to 90 days or otherwise stated and may be revised for changes in scope of work. CEC reserves the right to update pricing if project is not schedulable within 90 days of the issuance of a purchase order or if installation cannot occur within one year of issuance of a purchase order. CEC is not liable for damage occurring to stored equipment more than 90 days after delivery.

Above All Plumbing Services

March 25, 2024

DNG Construction
3933 East La Salle St.
Phoenix, Az. 85040

.

ATTN: Dominic Demark

RE: **BROOKS CROSSING PARK** **PLUMBING PROPOSAL**

ADDENDA:

INCLUSIONS: Per sheets LH 2.0 & LH 3.3 dated 8/12/22 and CI 3.0 dated 11/20/23
Excavation and backfill
Pouring backflow pad
Supply and connect waste and water to (1) MDF Fountain
Waste (pvc) to dry well +/- 40' from Fountain
Water (schedule 80 pvc) +/- 415' underground piping from bfp to Mdf
Fixtures and trim: (1) MDF Fountain
(1) BFP w/cage

EXCLUSIONS: Permits, taxes, fees, material and spoil haul off (placed in GC supplied receptacle), meters, hard dig, and off work hours

TOTAL PROPOSED: **$21,275.00**

Thank you for the opportunity of providing a proposal for this project. Should you have any questions please call.

Sincerely,
Scott Miller
Estimator / Project Manager
1040

1215 S. Park Lane Suite #3 Tempe, AZ 85281 Tel : 602-414-0880

WAV ELECTRIC, LLC

2329 W Mescal St. #305 Phoenix, AZ 85029 - PH: (623) 398-6644 - ROC #317626 - ROC #325665

Date:	4/5/2024	Reference:	Brooks Crossing Park		
Transmitted to:	Jose Torres	From:	Javier Lopez	Cell:	480-708-6377
Email:	jtorres@dngllc.com	Email:	Javier.wavelectric@gmail.com		
Company Name:	DNG Construction LLC	Company Phone:	480-361-9137		
Site Contact:	TBD	Site Contact Phone:	TBD		
Site Address:	1345 W Calle Del Norte, Chandler AZ 85224				

SPECIFIC INCLUSIONS/CLARIFICATIONS:
Please See Page # 2 For Inclusions

SPECIFIC EXCLUSIONS:
City or County Permits, Payment Bonds, Performance Bonds.
Engineered Electrical drawings.
Overtime or off hours work.
Repair/replace electrical items found to be deficient outside of this scope.
Jackhammer concrete pole base, backfill to grade & landscape note 5 & 6
Provide new concrete light pole bases
Auger and provide rebar cage
Paint electrical SES or electrical raceway

Item Description	INCLUDED	EXCLUDED
Permit(s)		XXX
Material Sales Tax	XXX	
Trenching / Backfill	XXX	
Job Storage / Office	XXX	
Trace & Label Devices	XXX	
Overtime		XXX
Troubleshooting		XXX
Make Safe / Demo	XXX	
Dumpster For Demo		XXX
Primary Service		XXX
Secondary Service		XXX
Temporary Power		XXX
Telco Service		XXX

Item Description	INCLUDED	EXCLUDED
Specialty Tools	XXX	
Site Lighting	XXX	
Light Fixture(s)		XXX
Lighting Control(s)	XXX	
Lamps & Ballast(s)	XXX	
Lamp(s) Recycle		XXX
MC Cable & Fittings		XXX
Conduit & Fittings	XXX	
Copper Conductors	XXX	
Switchgear / Panelboard(s)		XXX
Panel Breaker(s)		XXX
In-line pole Fuse(s)	XXX	
AC Unit Connection(s)		XXX

Item Description	INCLUDED	EXCLUDED
Rental Equipment	XXX	
Roof Patching		XXX
Receptacle & Back Box(s)	XXX	
WR GFCI Receptacle(s)	XXX	
WR J-Box(s)	XXX	
WR Equipment Connection(s)		XXX
VFD Installation		XXX
Landscape Repair(s) or Remediation		XXX
Concrete Encasement		XXX
Coring Wall / Floor / Saw Cutting		XXX
Concrete / Asphalt Patch back		XXX
Low Voltage Stub Up & Back Box(s)		XXX
Voice/Data Cable and Termination		XXX

We propose to furnish and install all labor & material required for a complete electrical installation in accordance with:

[ ] Plans and Specifications
[ ] Listed Clarifications
[X] Local Codes
[X] Comments Above

WE QUOTE ELECTRICAL / 16000 ELECTRICAL PLANS/SPECS (if provided)

BASE BID PROPOSED AMOUNT	**$203,025.00**

Alternates:

1.	$
2.	$
3.	$

1. THIS PROPOSAL IS FIRM FOR 10 DAYS
2. INSTALLATION IS GUARANTEED FOR ONE YEAR
3. ALTERNATE ADDER FOR SALES TAX: $

WAV ELECTRIC AUTHORIZED SIGNATURE

Javier Lopez

OWNER APPROVAL SIGNATURE

WAV ELECTRIC, LLC

2329 W Mescal St. #305 Phoenix, AZ 85029 - PH: (623) 398-6644 - ROC #317626 - ROC #325665

Date:	4/5/2024	Reference:	Brooks Crossing Park		
Transmitted to:	Jose Torres	From:	Javier Lopez	Cell:	480-708-6377
Email:	jtorres@dngllc.com	Email:	Javier.wavelectric@gmail.com		
Company Name:	DNG Construction LLC	Company Phone:	480-361-9137		
Site Contact:	TBD	Site Contact Phone:	TBD		
Site Address:	1345 W Calle Del Norte, Chandler AZ 85224				

INCLUSIONS:
DEMO:
Make safe electrical for demo
Trace existing underground conduits and identify circuit before demo
Demo existing light fixture pole heads (salvaged & return to the City of Chandler)
Remove (9) existing light pole and save & protect to be reuse at new location
POWER/LIGHTING:
Intercept/undermine electrical conduit to existing SES
Provide/install (3) 2" spare electrical conduit with caps to existing SES up to 5ft and mark (detail 1A SE2.1)
Provide trenching & backfill for electrical raceway with wire per (wire & conduit table SE2.0/SE2.1)
Provide/install (6) inground J-boxes per Notes #3 and install per detail (#2 SE3.0)
Identify, Intercept conduit to add (9) new inground j-boxes and extend electrical raceway to new pole locations per (#6 SE2.0/SE2.1)
Provide/install electrical raceway w/wire for Ramadas per (SE2.0 & details #5,#7 & #8 SE3.2)
Provide/install electrical raceway w/wire for drinking fountain per note #3 (SE2.0 & detail #3 SE3.1)
Install (9) existing light poles with new LED heads to new (Concrete base by others)
Provide/install Light package per (light Fixture Schedule SE1.0)
Provide new light pole anchors bolts
Remove existing lights push button & provide/install new with a ADA push button to existing pole per (note #7 SE2.0 detail #6 SE3.2
Provide circuit tags, labels and updated panel schedule per panel schedule (SE3.0)
Provide final connections and voltage check
Undermining sidewalks to cross electrical raceway
Materials sales tax (taxed at the time of purchase)

EXHIBIT H

BUILDERS RISK INSURANCE

DNGCONS-01 OWEAB1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Southwest Risk Management, LLC 4801 E McKellips Mesa, AZ 85215	CONTACT NAME: PHONE (A/C, No, Ext): (480) 924-1200 FAX (A/C, No): (480) 924-1211 E-MAIL ADDRESS: service@southwestrisk.com
INSURED DNG Construction LLC 3933 E. La Salle Street Phoenix, AZ 85040	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : SELECTIVE INSURANCE COMPANY — 12572 INSURER B : Continental Casualty Company — 20443 INSURER C : Philadelphia Insurance Company INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			S 2324645	12/31/2023	12/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			S 2324645	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			S 2324645	12/31/2023	12/31/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 9075846	12/31/2023	12/31/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Installation / Build			6072518965	12/31/2023	12/31/2024	Limit	5,700,000
C	PROF/Pollution Liab			PPK2502749	12/31/2023	12/31/2024	Aggregate Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

REFERENCE: Project - PR1105.401, Brooks Crossing Park Improvements - The City of Chandler is named as an additional insured with respect to Liability, Builder's Risk, & Professional Liability arising out of the activities performed by, or on behalf of the contractor, including completed operations & including automobiles owned, leased, hired or borrowed by the contractor. Severability of Interest applies in regards to the General Liability.

CERTIFICATE HOLDER

City of Chandler
PO Box 4008
Mail Stop 407
Chandler, AZ 85225

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages **3**-through-**9**) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds — Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds — As Required By Contract	Page 5
• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors) • Lessors of Leased Equipment • Managers or Lessors of Premises • Mortgagees, Assignees and Receivers • Any Other person or organization other than a joint venture • Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability ($100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 8
Knowledge of Occurrence, Claim, Suit or Loss	Page 8
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 10
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 5
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 9
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds ($5,000) and Loss of Earnings ($1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 9
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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INSURED'S COPY

20000FS 2324645 196

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, **if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss,** coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

20000FS 2324645 198

COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

(a) Less than 26 feet long and not being used to carry persons or property for a charge; or

(b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS.**

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion does not apply to:

(6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS.**

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III — LIMITS OF INSURANCE.**

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B. Paragraph **6.** under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph **5.** above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph **a.** of Definition **9.** "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion **p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **SECTION III — LIMITS OF INSURANCE:**

Subject to **5.** above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of $100,000.

SECTION I — COVERAGE C MEDICAL PAYMENTS

EXCLUSIONS

Any Insured Amendment

Exclusion **a. Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. Any Insured

To any insured.

This exclusion does not apply to:

(1) "Not-for-profit members";

(2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or

(3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion **f. Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph **1.b.** under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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B. Subparagraph **1.d.** under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

SECTION II — WHO IS AN INSURED — Amendments

Not-for-Profit Organization Members

The following paragraph is added to **SECTION II — WHO IS AN INSURED:**

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;

2. Your trustees;

3. Your members;

4. Your board members;

5. Your commission members;

6. Your agency members;

7. Your insurance managers;

8. Your elective or appointed officers; and

9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

A. Subparagraph **2.a.(1)(a)** under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".

B. Subparagraph **2.a.(2)** under **SECTION II — WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".

C. Subparagraph **2.a.(1)(d)** under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph **(1)** of Exclusion **2. e. Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

A. Subparagraph **3.a.** under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. The following paragraph is added to **SECTION II — WHO IS AN INSURED,** Paragraph **3:**

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations,** the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY**, Paragraph **4. Other Insurance,** Subparagraph **b. Excess Insurance:**

The insurance provided by this provision, **Newly Formed or Acquired Organizations,** is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds — As Required By Contract

A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:

1. Owners, Lessees or Contractors/Architects, Engineers and Surveyors

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

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b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **a.** above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph **a.,** above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **a.** above are completed.

2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

(1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

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(2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or

ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **2.b.** through **2.d.,** this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

B. The insurance coverage afforded to the additional insureds in this coverage extension:

1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";

2. Only applies to the extent permitted by law; and

3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or

f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

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Incidental Malpractice

Subparagraph **2.a.(1)(d)** under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;

2. A partner, if you are a partnership;

3. An "executive officer" or insurance manager, if you are a corporation;

4. Your members, managers or insurance manager, if you are a limited liability company; or

5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph **6. Representations** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or

2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and

3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Liberalization

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

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Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V — DEFINITIONS

Discrimination

(This provision does not apply in New York).

A. The following is added to Definition **14.** "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:

a. The insured; or

b. Anyone considered an insured under **SECTION II — WHO IS AN INSURED;**

2. Not done intentionally to cause harm to another person.

3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V — DEFINITIONS:**

"Discrimination" means:

a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or

c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V — DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition **17.** "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition **5.** "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V — DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

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Mental Anguish Amendment

(This provision does not apply in New York).

Definition **3.** "Bodily injury" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V — DEFINITIONS:**

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

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ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09 04 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

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AMENDMENT TO SECTION I — COVERED AUTOS COVERAGES AND SECTION II — COVERED AUTOS LIABILITY COVERAGE

If this policy provides Auto Liability coverage for Owned Autos, the following extension is applicable:

EMPLOYEE OWNED AUTOS - BUSINESS USE

Solely for purposes of the coverage extended by this endorsement:

A. The following is added to **SECTION I, A. Description of Covered Auto Designation Symbols**:

Coverage symbols 1, 2, 3, 4, 5, 6 and 7 are amended to include the following:

Any "auto" owned by an "employee" specifically described on the Declarations page or on file with us when issued on a non-specified "auto" basis is considered an "auto" you own and not a covered "auto" you hire, borrow or lease; and

B. The following is added to **SECTION II, A.1. Who Is An Insured**:

An "employee" who is the owner of a specifically described "auto" on the Declarations page or on file with us when issued on a non-specified "auto" basis is an "insured".

If the "employee" owned "auto" is used:

1. Without your permission;
2. Outside the scope of any policies and procedures your business has for acceptable vehicle usage;
3. For any purpose other than the conduct of your business; or
4. By anyone other than the "employee" who owns the "auto", except another "employee",

the limits of liability available to the "employee" or anyone other than a named "insured" under all coverages shall be limited to the higher of:

1. $250,000; or
2. The compulsory or financial responsibility law limits where the "auto" is licensed and principally garaged.

AMENDMENTS TO SECTION II — LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. — Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs **(2)** and **(4)** of **SECTION II, A.2.a. — Supplementary Payments** are deleted in their entirety and replaced with the following:

(2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.

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(4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. — Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5. —** is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. — Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and

2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

B. If this policy provides Auto Liability coverage for Owned Autos, Non-Owned Autos or Hired Autos, the following extensions are applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. — Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS — As Required By Contract

The following is added to **SECTION II, A.1. — Who Is An Insured:**

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on the Business Auto Coverage Part on your policy is an additional "insured", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;

2. It is permitted by law; and

3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSUREDS

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. — Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III — PHYSICAL DAMAGE COVERAGE

For those covered "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage shown in the Declaration, the following extensions of coverage are applicable:

TOWING AND LABOR

SECTION III, A.2. — Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the applicable Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus", "Light Truck" or any commercial "auto" with a gross vehicle weight or gross combination weight greater than 10,000 pounds is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. — Glass Breakage — Hitting A Bird Or Animal — Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

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ADDITIONAL TRANSPORTATION EXPENSES SECTION III, A.4.a. — Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in Paragraphs **1.** or **2.** below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during a period of time reasonably required to repair or replace the covered "auto", even if that time period extends beyond the policy expiration date.

Paragraph **2.** of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

The 24 hour waiting period found on any other form endorsed onto the Auto Coverage part does not apply for any covered Rental Reimbursement "loss".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. — Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown on the Declarations; however, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or

2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:

(a) The operational safety of the vehicle might otherwise be impaired;

(b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or

(c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed covered "auto" our obligation to pay each applicable "loss" will be reduced by the hired "auto" deductible on this policy. If there is no hired "auto" coverage symbol 8 for physical damage coverage on the policy, our obligation to pay for each "loss" will be reduced by the deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to any "loss" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph **5.b.** is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos'" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and

2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. — Coverage Extensions:**

We will pay expenses for which you are legally responsible to pay for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident". The per day limit in the Business Auto Coverage form does not apply and the most we will pay per "accident" is the Limit of Insurance shown on the ElitePac Schedule.

Loss of Use Expense limits afforded by any endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac form.

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. — Coverage Extensions:**

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In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
   a. Overdue lease/loan payments at the time of "loss";
   b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
   c. Security deposits not refunded by the lessor or financial institution;
   d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
   e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. — Coverage Extensions:**

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. — Exclusions:**

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. — Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:
   a. Permanently installed in or upon the covered "auto" at the time of the "loss";
   b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
   c. Designed to be solely operated by use of power from the "auto's" electrical system; or
   d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of $50 shall apply, unless the deductible otherwise applicable to such equipment is less than $50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE — LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. — Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GREEN AUTOMOBILE REPLACEMENT COVERAGE

In the event of a total "loss" to an owned "auto" that is a "gasoline powered auto" for which Comprehensive, Specified Causes of Loss, or Collision coverage applies, Physical Damage coverage will be amended as follows:

If the owned "gasoline powered auto" is replaced by you with a "green auto", we will pay an additional 10% of the "gasoline powered auto's" actual cash value up to a maximum of $3,000, provided the "auto" is replaced and a copy of a bill of sale or new lease agreement is received by us within 60 calendar days of the date of the "loss".

Regardless of the number of "autos" deemed a total loss, the most we will pay under this coverage extension for any one "loss" is $10,000.

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AMENDMENTS TO SECTION IV — BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. — Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

However, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. — Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured con-tract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. — Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. — Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. — Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US — DEDUCTIBLES

The following is added to **SECTION IV, B.8. — Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V — DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

ADDITIONS TO SECTION V — DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

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If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph **2.** above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

GASOLINE POWERED AUTO

An "auto" that is designed to be solely powered by petroleum-based fuel.

GREEN AUTO

An "auto" that is designed to be powered by both petroleum-based fuel and electric power; or solely by electricity or any other renewable energy source.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.

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ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 16 04 23

SCHEDULE OF COVERAGE EXTENSIONS AND LIMITS OF INSURANCE

This ElitePac Schedule is a summary of additional coverages, coverage modifications and corresponding Limits of Insurance that supplements the Business Auto Coverage Form. No coverage is provided by this summary. Refer to the actual endorsement for changes affecting your insurance protection.

DESCRIPTION	
AMENDMENTS TO SECTION I — COVERED AUTOS COVERAGES AND SECTION II — COVERED AUTOS LIABILITY COVERAGE	
Employee Owned Autos - Business Use	Coverage Extension
AMENDMENTS TO SECTION II — LIABILITY COVERAGE	
Newly Acquired Or Formed Organizations	Coverage Extension
Expenses For Bail Bonds And Loss Of Earnings	
Bail Bonds	$3,000 Per "Accident"
Loss Of Earnings	$1,000 Per Day
Employee Indemnification and Employer's Liability Amendment	Coverage Extension
Fellow Employee Coverage	Coverage Extension
Care, Custody Or Control Amendment	$1,000 Per Accident $500 Deductible Per "Accident"
Limited Liability Companies	Coverage Extension
Blanket Additional Insureds	Coverage Extension
Employees As Insureds	Coverage Extension
AMENDMENTS TO SECTION III — PHYSICAL DAMAGE COVERAGE	
Towing And Labor	Coverage Extension
Private Passenger Auto, Social Service Van or Bus, Light Truck Commercial Auto With GVW or GCW Greater Than 10,000 Pounds	$75 Per Tow $150 Per Tow
Glass Breakage Deductible	Coverage Extension
Additional Transportation Expenses	$60 per day up to a maximum of $1,800
Hired Auto Physical Damage Coverage	$75,000 per "loss"
Hired Auto Loss of Use Coverage	$750 Per "Accident"
Auto Loan/Lease Gap Coverage (Not Available in New York)	Coverage Extension

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DESCRIPTION	
AMENDMENTS TO SECTION III — PHYSICAL DAMAGE COVERAGE — Continued	
Personal Effects	$500 Per "Accident"
Airbag Coverage	Coverage Extension
Expanded Audio, Visual, And Data Electronic Equipment Coverage	Coverage Extension
Comprehensive Deductible - Location Tracking Device	Coverage Extension
Physical Damage Limit Of Insurance	Coverage Extension
Green Automobile Replacement Coverage	10% up to $3,000 per “auto”, $10,000 maximum per “loss”
AMENDMENTS TO SECTION IV — BUSINESS AUTO CONDITIONS	
Duties In The Event Of Accident, Claim, Suit Or Loss	Coverage Extension
Waiver of Subrogation	Coverage Extension
Multiple Deductibles	Coverage Extension
Concealment, Misrepresentation Or Fraud	Coverage Extension
Policy Period, Coverage Territory	Coverage Extension
Two Or More Coverage Forms Or Policies Issued By Us - Deductibles	Coverage Extension
AMENDMENTS TO SECTION V — DEFINITIONS	
Bodily Injury Including Mental Anguish (Not Applicable in New York)	Broadened Definition
Coverage Territory	Broadened Definition

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WC 00 03 13
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on (DATE) at 12:01 A.M., standard time, forms a part of

Policy No. WC 9075846 Endorsement No. Premium (if any) $

of the

(NAME OF INSURANCE COMPANY)

issued to

20000FWC 9075846540

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

Any party for whom you have agreed via written contract to waive subrogation prior to any loss.

This waiver is not applicable in any jurisdiction where prohibited by statute or regulation.

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POLICY NUMBER	INSURED NAME AND ADDRESS
C 6072518965	DNG CONSTRUCTION LLC 3933 E LA SALLE ST PHOENIX, AZ 85040-3943

INLAND MARINE ADDITIONAL INSURED SCHEDULE

LOCATION 0

Type: ADDITIONAL INSURED - BUILDERS RISK
Additional Insured Name and Address:
CITY OF CHANDLER
PO BOX 4008
MAIL STOP 407
CHANDLER, AZ 85225

INLAND MARINE LOSS PAYEE SCHEDULE

All loss payees as their interests may appear in the Covered Property.

The following provisions apply in accordance with the insurable interest of the loss payee: Loss Payable, Lender's Loss Payable, or Contract of Sale.

Description of Property: Any Covered Property in which a loss payee, creditor or lender holds an interest, including any person or organization you have entered a contract with for the sale of the Covered Propery.

CONTRACTOR ENVIRONMENTAL AND PROFESSIONAL COVERAGE

Claims Made and Reported Contractor Environmental and Professional Liability Coverage

THIS POLICY IS A CLAIMS-MADE AND REPORTED POLICY. CLAIMS-MADE AND REPORTED COVERAGE REQUIRES CLAIMS TO BE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD.

DEFENSE EXPENSE REDUCES THE LIMITS OF INSURANCE AND IS INCLUDED WITHIN THE SELF-INSURED RETENTION. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE YOUR RIGHTS, DUTIES, AND WHAT IS OR IS NOT COVERED.

Throughout this policy, the words "you" and "your" refer to the **named insured** shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance. Other words and phrases that appear in **bold** have special meaning. Refer to Section **II. DEFINITIONS**.

In consideration of the premium paid and in reliance upon the statements that you provided to us in the application and any other supplemental information provided in connection with the application, all of which are incorporated and made a part of this policy, we agree to provide coverage as shown in the Declarations and described as follows:

I. INSURING AGREEMENTS

A. Professional Liability

1. We will pay on behalf of the **insured** for **professional loss** in excess of the **self-insured retention** that the **insured** becomes legally obligated to pay as a result of a **claim** caused by an actual or alleged negligent act, error or omission in the performance of **your professional services** provided:

   a. Such **claim** is first made against the **insured** and reported to us, in writing, during the **policy period**, or as expressly provided for in the **extended reporting period**, if applicable; and

   b. Such **claim** is not covered under Coverage **B. Contracting Environmental Liability** below; and

   c. **Your professional services** were first rendered on or after the Professional Liability Retroactive Date listed at ITEM 9.a. in the Declarations, and prior to expiration of the **policy period**.

2. We will reimburse the **insured** for reasonable attorney fees, costs and expenses incurred in responding to a **disciplinary proceeding**, provided:

   a. A **disciplinary proceeding** is commenced during the **policy period** against you, by reason of any negligent act, error or omission in the performance of **your professional services**;

   b. **Your professional services** that are subject to such **disciplinary proceeding** are first rendered for others on or after the Professional Liability Retroactive Date listed

at ITEM 9.a. in the Declarations and before expiration of the **policy period**; and

c. The **insured** reports the actual or alleged negligent act, error or omission to us during the **policy period** and prior to such **disciplinary proceeding**.

The maximum amount payable, regardless of the number of **disciplinary proceedings** or the number of **insureds**, shall be $10,000 per **policy period**. The **self-insured retention** shall not apply to this provision; however, any payments made by us under this provision will erode the applicable Limit of Insurance and are not in addition thereto. The Company will not be obligated to defend, or pay any fine, penalty or award resulting from any **disciplinary proceeding**.

B. Contracting Operations Environmental Liability Coverage

We will pay on behalf of the **insured** for **loss** or **remediation expense** in excess of the **self- insured retention** that the **insured** becomes legally obligated to pay as a result of **contamination** caused by **your contracting operations**, **completed operations** or **transportation**, provided that:

1. The **loss** or **remediation expense** is the result of: (i) a **claim** for **bodily injury**, **property damage** or **environmental damage** that is first made against the **insured** reported to us during the **policy period**, or as expressly provided for in the **extended reporting period**, if applicable; or (ii) **contamination** that caused the **insured** to incur **emergency expense** during the **policy period**; and

2. Such **contamination** first commences on or after the Contracting Operations Retroactive Date shown in ITEM 9.b in the Declarations, and before expiration of the **policy period.**

C. Non-Owned Location Liability Coverage

We will pay on behalf of the **insured** for **loss** or **remediation expense** in excess of the **self- insured retention** that the **insured** becomes legally obligated to pay as a result of **contamination** on, at, under or migrating beyond the legal boundaries of a **non-owned location**, provided that:

1. The **loss** or **remediation expense** is the result of: (i) a **claim** for **bodily injury**, **property damage** or **environmental damage** that is first made against the **insured** and reported to us during the **policy period**, or as expressly provided for in the **extended reporting period**, if applicable; or (ii) **contamination** that caused the **insured** to incur **emergency expense** during the **policy period**; and

2. Such **contamination** first commences on or after the Non-Owned Location Retroactive Date shown in ITEM 9.c in the Declarations, and before expiration of the **policy period**.

D. Your Insured Location Liability

We will pay on behalf of the **insured** for **loss** or **remediation expense** in excess of the **self- insured retention** that the **insured** becomes legally obligated to pay as a result of **contamination** on, at, under or migrating beyond the legal boundaries of **your insured location,** provided that:

1. Such **contamination** first commences during the **policy period;**

2. Such **contamination** ceases fully within ten (10) days of its commencement; and

3. The **loss** or **remediation expense** is the result of: (i) a **claim** for **bodily injury**, **property damage** or **environmental damage** that is first made against the **insured** and reported to us during the **policy period**, or as expressly provided for in the **extended reporting period**, if applicable; or (ii) **contamination** that caused the **insured** to incur **emergency expense** during the **policy period**.

E. Image Restoration Coverage

We will reimburse you for **image restoration expenses** incurred because of **contamination** or an actual or alleged negligent act, error or omission in the performance of your professional services reported to us during the **policy period** or as expressly provided for in the **extended reporting period**, if applicable, and that results in **bodily injury**, **property damage**, or **environmental damage** covered under Insuring Agreements **I. A.**, **B.**, **C.** or **D.**, as applicable. Reimbursement is limited to the costs of restoring your reputation and consumer confidence through image consulting, is subject to the **self-insured retention** for the applicable coverage part, and will in no event exceed the amount shown in ITEM 5.E in the Declarations.

II. DEFINITIONS

A. **Additional insured** means any individual, organization or entity to the extent that they are contractually liable for **loss** or **remediation expense** to which this insurance applies as a result of **your contracting operations, completed operations,** or **transportation** performed by or on behalf of the **named insured** or arising out of the named insured's ownership, use maintenance or operation of **your insured location,** provided:

1. Such individual, organization or entity is scheduled to this policy as an **additional insured** by an endorsement; or

2. Solely with regard to Coverage **B. – Contracting Operations Environmental Liability**, such individual, organization, or entity is required to be an **additional insured** under this policy in a written contract or agreement for **your contracting operations** or **completed operations,** provided that such contract or agreement was fully executed prior to the date that **your contracting operations** first commenced**.**

   Any coverage afforded such **additional insured** under this policy is available up to and not exceeding any specified limits of insurance as required by the written contract with you or subject to the applicable Coverage **B. Contracting Operations Environmental Liability Coverage** Limit of Insurance, whichever is less.

   The **additional insured** is not provided any coverage under this policy for any portion of its own negligence or legal liability.

B. **Bodily injury** means:

1. Physical injury, sickness or disease including associated medical or environmental monitoring; and

2. Mental anguish, emotional distress or shock sustained by any person;
Including death resulting therefrom.

C. **Claim** means a written demand, notice, or assertion of a legal right seeking a remedy or alleging liability or responsibility on the part of you or any **insured.** Such demand, notice, or assertion of a legal right includes, but is not limited to legal actions, orders, petitions or governmental or regulatory actions, filed against you or any **insured**.

D. **Completed operations** means work from **your contracting operations** that has been completed.

Your contracting operations will be deemed completed at the earliest of the following times:

1. When all of **your contracting operations** to be performed in the contract are complete;

2. When all of **your contracting operations** to be done at a **project site** have been completed; or

3. When that part of **your contracting operations** at a **project site** has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Your contracting operations that may need service, maintenance, correction, repair or replacement, but are otherwise complete, will be deemed complete.

E. **Contaminant** means any solid, liquid, gaseous or thermal irritant or pollutant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, toxic chemicals, hazardous substances, petroleum hydrocarbons, legionella, electromagnetic fields, **mold,** silt or sediment that originated at and migrated from a **project site,** and waste materials including but not limited to municipal, industrial, medical, pathological, and **low level radioactive waste and materials.**

F. **Contamination** means:

1. The discharge, dispersal, release or escape of any **contaminant** into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, caused directly by **your professional services**, **your contracting operations**, **completed operations**, or **transportation**, or that originates at a **non-owned location** or at **your insured location**, provided such **contaminant** is not naturally present in the environment, or is not present on, at or within any structure, as applicable, in the amounts or concentrations discovered;

2. The presence of **contaminants** that have been disposed of or abandoned at **your insured location** or a **project site** in violation of applicable **law** by parties other than an **insured** provided that prior to the **inception date** no **insured** or **additional insured** knew or reasonably should have known of such presence, disposal or abandonment; or

3. The presence of **mold** on, at or within buildings or structures.

G. **Conveyance** means motor vehicle, trailer, semi-trailer, aircraft, rolling stock or watercraft, but only if the operator and the conveyance are licensed, insured and permitted in full compliance with applicable law and regulations to transport its cargo, and in the business of transporting such cargo.

H. **Defense expense** means reasonable and necessary legal fees and expenses incurred by us or by an **insured** with our prior written consent: (i) in the defense, investigation or adjustment of any **claim** to which this insurance applies; or (ii) as a direct result of your discovery of any **contamination** to which this insurance applies. **Defense expense** does not include salaries, wages, overhead or benefit expenses incurred by the **insured,** including but not limited to **employees** or a **responsible individual** or supervisory or monitoring counsel, or legal fees or expenses incurred in connection with any dispute, disagreement or controversy arising out of the formation, interpretation, alleged breach, termination, or invalidity of this policy, or as to any other issue regarding the respective duties and responsibilities of us or any **insured** regarding this policy.

I. **Disciplinary proceeding** means any proceeding by a regulatory official or disciplinary agency to investigate charges made by a client or former client alleging professional misconduct in rendering or failing to render **your professional services.**

J. **Emergency expenses** means only those reasonable and necessary expenses incurred to contain, control, abate, or mitigate **contamination** covered under this insurance and that is an imminent and substantial endangerment to:

1. Public health, safety or welfare; or

2. The environment;

provided that all of the following applies: (i) the **insured** discovers such **contamination** within seventy-two (72) hours of the **contamination** first commencing; (ii) the **insured** incurs such **emergency expenses** within seven (7) days after the **contamination** first commenced; and (iii) the **emergency expense** is incurred pursuant to **laws** that require an immediate response to **contamination.**

K. **Employee** includes temporary and leased staff working on behalf of and under direct supervision and control by an **insured,** but only while acting within the scope of performing **your contracting operations, your professional services**, **completed operations**, or **transportation**, as applicable.

L. **Environmental damage** means direct physical damage to soil, plant or animal life, surface water or groundwater, building or structures, or indoor air caused by **contamination** and resulting in **remediation expense**. **Environmental damage** does not include **property damage**.

M. **Environmental professional** means an individual chosen by us, in consultation with the **insured**, who possesses at least certain minimal levels of education and training and experience, holds valid and applicable licensing, certifications and qualifications to assess and remediate the **contamination**, and who maintains certain minimal levels of applicable insurance.

N. **Extended reporting period** means either:

1. Automatic **extended reporting period** under Section **IX. EXTENDED REPORTING PROVISIONS**, Paragraph **A.**; or

2. Supplemental **extended reporting period** under Section **IX. EXTENDED REPORTING PROVISIONS,** Paragraph **B.**;

Whichever is applicable, following termination of coverage, as described in Section **IX. EXTENDED REPORTING PROVISIONS**.

O. **Image restoration expenses** means reasonable and necessary expenses incurred for services rendered by an image restoration firm, exclusive of: (i) any salaries, wages, overhead or benefit expenses incurred by an **insured**, or (ii) any expenses that are covered under any other insurance, including any applicable deductibles or **self-insured retention** amounts of such other insurance.

P. **Inception date** means: (i) the first date shown in ITEM 4. in the Declarations; or (ii) with respect to any endorsement the Company issues after the first date shown in ITEM 4. in the Declarations, the effective date listed in such endorsement.

Q. **Insured** means:

1. The **named insured**;

2. Any past or present director, officer, partner, member, or **employee** of the named **insured**, but only while acting within the scope of his or her employment as such; or

3. Any joint venture in which you participate as a member or co-venturer, but solely with regard to the **named insured's** liability arising out of **your contracting operations** or **your professional services** provided in such joint venture. **Insured** does not include the legal entity itself, the joint venture itself or any other entity that is part of either the legal entity or joint venture.

4. Any entity newly formed or acquired by the **named insured** during the **policy period** provided that: (i) you have greater than fifty percent (50%) ownership, control, or beneficial interest in such entity; (ii) such entity performs operations and services consistent with **your contracting operations** and **your professional services**, and (iii) you notify us in writing of the formation or acquisition within 30 days thereof. Coverage will be provided only for **loss**, **professional loss** or **remediation expense** caused by **your professional services** or **your contracting operations** that are performed on or after the date of formation or acquisition. This coverage will expire within 90 days of such formation or acquisition or the end of the **policy period**, whichever is earlier. No such entity will continue to be an **insured** under this policy beyond the 90 days of formation or acquisition unless the following conditions precedent to coverage are fully satisfied:

a. Within 90 days of formation or acquisition, you must provide us with all relevant particulars regarding such entity, including but not limited to any formation, acquisition or operational agreements or other documents that we may reasonably request from you;

b. We must issue an endorsement to this policy expressly naming such entity as a **named insured**;

c. The **named insured** must pay the additional premium, if any, any agree to any amendment of the provisions of this policy by reason of such formation or acquisition.

R. **Law** means any federal, state, provincial or local statutes, rule, regulation, ordinance, **Voluntary Clean Up or Risk Based Corrective Action Standards**, or judicial or administrative orders and directives, including any amendment thereto, that apply to the **insured's** liability or responsibility for **contamination**.

S. **Loss** means monetary awards or settlements, previously agreed to in writing by us, of compensatory damages and, where allowable by law, punitive, exemplary, or multiplied damages, civil fines, penalties and assessments for **bodily injury** or **property damage**, together with related **defense expense** to which this policy applies. **Loss** does not include

any non-pecuniary or injunctive relief, the return or withholding of fees or charges for services rendered by or on behalf of the **insured**, costs to correct, re-perform or complete any work, or any **insured's** or **additional insured's** overhead, profit or mark up.

T. **Low level radioactive waste and materials** means: (i) waste as defined in 10 CFR § 61.2; and/or (ii) material regulated by the U.S. Nuclear Regulatory Commission or an Agreement State under a Type A, B or C Specific License of Broad Scope as defined in 10 CFR § 33.11.

U. **Mold** means mold, mildew or any type or form of fungus including mycotoxins, spores, microbial volatile organic compounds or any other by-products produced by or released by fungi.

V. **Named insured** means the individual or entity named in ITEM 1. in the Declarations and responsible for acting on behalf of all other **insureds**, if any, under this policy as described in **X. GENERAL CONDITIONS, L. Sole Agent** and any other individual or entity specifically scheduled onto this policy by endorsement as a **named insured**

W. **Natural resource damage** means physical injury to or destruction of, including the resulting loss of value of, and assessment of such physical injury to or destruction of: land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States, including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. §1801a et seq.), any state or local government, any foreign government, any Indian tribe, or, if such resources are subject to a trust restriction on alienation, any member of an Indian tribe.

X. **Non-owned location** means:

1. A site or location that is not owned, occupied, leased, managed or operated by the **insured,** or its respective parents, subsidiaries or affiliates, and that is listed in a schedule to this policy utilizing the Non-Owned Location Schedule; or

2. A facility used for the recycling, treatment, storage or disposal of waste or materials generated by **your contracting operations** or **your professional services** or **your insured location**, but only if all of the following applies to the facility:

a. The facility is not, nor has ever been, owned, occupied, managed, operated or leased by any **insured** or its respective parents, subsidiaries or affiliates;

b. At the time the facility accepts the **insured's** waste, the facility:

i. Possesses valid permits and/or licenses and operating in substantial compliance with the applicable regulations or **laws** to accept, store or process such materials or waste; and

ii. Is not subject to any proceeding or litigation under CERCLA, RCRA or an equivalent state, local or provincial **law;**

c. The facility is not nor has ever been listed or proposed for listing on the Federal National Priorities List or state or provincial equivalent (State Superfund or Hazardous Site List); or

d. The facility is not insolvent or in bankruptcy; and

e. No **insured** is nor has ever been named as a responsible party or a potentially

responsible party due to, arising from, or associated with any **contamination** at the facility.

Y. **Policy period** means the period set forth in ITEM 4. in the Declarations, or any shorter period arising as a result of:

1. Cancellation of this policy; or

2. With respect to any **your insured location** or **non-owned location,** the deletion of any such location from this policy by us at your written request.

Z. **Professional loss means:**

1. A monetary judgment, award or settlement of compensatory damages;

2. The following damages, fines or penalties:

a. Civil fines or penalties assessed against a third party other than an **insured** for which the **insured** is legally liable;

b. Civil fines or penalties assessed against the **insured**; or

c. Punitive, exemplary or multiplied damages for which the **insured** is legally liable; and

3. **Defense expense** associated with paragraphs **1.** and **2.** of this definition as referenced above.

Professional loss does not include:

1. Any non-pecuniary, injunctive, or equitable relief;

2. The return or withholding of fees or charges for services rendered by or on behalf of the **insured;**

3. Costs or expenses incurred by the **insured** to re-perform, alter, supplement, complete, or repair the **insured's** work or services, including redesign;

4. Any of the **insured's** overhead, mark-up, general conditions, or profit;or

5. Any damages, fines, or penalties that are uninsurable under applicable **law.**

AA. **Project site** means:

1. A site or location at which **your contracting operations** are performed; or

2. A site which is rented or leased by you and utilized in the direct support of **your contracting operations** for a specific contract or project.

Project site does not include any of the following:

1. Any location used for the recycling, treatment, storage or disposal of any waste or materials generated by **your contracting operations;**

2. **Your insured location;** or

3. Any location owned, leased or rented by you or any subsidiary, affiliate or joint venture

of yours unless such locations is utilized in the direct support of **your contracting operations** for a specific contract or project.

BB. **Property damage** means:

1. Physical injury to or destruction of tangible property of parties other than the **insured** including the resulting loss of use and diminution in value thereof;

2. Loss of use, and diminution in value of tangible property of parties other than the **insured** that has not been physically injured or destroyed; and

3. **Natural resource damage**.

Property damage does not include **remediation expense** or **environmental damage**.

CC. **Remediation expense** means:

1. Reasonable and necessary expenses incurred for investigation, removal, abatement, disposal, treatment, clean-up or neutralization, including associated monitoring, of **contamination**:

a. But only to the extent required by law applicable within the jurisdiction where the **contamination** occurred;

b. In the absence of **law,** only to the extent required by written recommendations made by an **environmental professional** in accordance with written standards or guidance established for the investigation and remediation of **contaminants** by a local, state or federal regulator having jurisdiction where the **contamination** occurred, or in the absence of such standards or guidance, written industry standards or guidance for investigation and remediation of **contamination** that an **environmental professional** determines are necessary to protect human health; or

c. That have been actually incurred by any government department or agency in accordance with applicable **law;**

2. Monetary awards or settlements, previously agreed to in writing by us, of compensatory damages that the **insured** is legally obligated to pay for investigation, removal, abatement, disposal, treatment, clean-up or neutralization, including associated monitoring, of **contaminants**; and

3. Punitive, exemplary, or multiplied damages, civil fines, penalties or assessments for **environmental damage** to which this policy applies unless such damages, fines, penalties, or assessments are uninsurable under applicable **law;**

4. **Restoration expense;**

5. **Emergency expense;** and

6. Related **defense expense** to which this policy applies.

However, **remediation expense** does not include **property damage**, or any non-pecuniary, injunctive, or equitable relief, the return or withholding of fees or charges for services rendered by or on behalf of the **insured,** costs to correct, re-perform, alter, supplement, or complete any work or services, or any **insured's** or **additional insured's** overhead, profit, general conditions or mark up.

DD. **Responsible individual** means:

1. Any officer, director, partner, managing member, or project manager of the **insured**; or

2. The manager or supervisor of the **insured** who is responsible for environmental, health and safety affairs or compliance; or

3. Any manager or supervisor of the **insured** who is responsible for risk management, loss control, procurement or maintenance of insurance, or the tendering or reporting of losses or liabilities to insurers or other third-parties.

EE. **Restoration expense** means only those reasonable and necessary costs required to repair, replace or restore real or personal property to substantially the same condition it was in prior to being physically damaged provided that:

1. Such real or personal property is owned by an **insured;**

2. Such costs are associated with a scheduled **your insured location;** and

3. Such physical damage was directly caused by work performed in responding to **contamination** to which this insurance applies.

However, **restoration expense** does not include any costs associated with betterments or improvements to, or depreciation of, such real or personal property.

GG. **Self-Insured Retention** means the amount stated in ITEM 7. in the Declarations that is primary to any liability or obligation by us under this policy and can only be satisfied by your payment of covered **loss**, **professional loss** or **remediation expense**, including related **defense expense**. The **self-insured retention** amount must be borne by you and cannot be insured. Your bankruptcy, insolvency or inability to pay the **self-insured retention** will not increase our liability under this policy.

HH. **Transportation** means the transport of goods, materials, product or waste to or from a **project site** by a **conveyance** in support of or in the performance of **your contracting operations. Transportation** includes loading or unloading of such goods, materials, product or waste at a **project site. Transportation** begins upon loading your goods, products, material or waste onto a **conveyance** and ends when goods, products, materials or waste has been unloaded from a **conveyance.**

II. **Underground storage tank** means any tank (including underground pipes connected thereto) that has at least ten (10) percent of its volume below ground and includes any ancillary and connected pumps, sumps and equipment.

JJ. **Voluntary Clean Up or Risk Based Corrective Action Standards** means those minimum standards adopted by the federal, state, provincial or local regulatory agency (the "Regulatory Authority") having jurisdiction over the **contamination** and applied in consideration of the applicable zoning, land use, geographic conditions, and use restrictions, if any, of the location where the **contamination** occurred for purposes of obtaining a no further action letter, closure or similar approval from the Regulatory Authority.

KK. **Your contracting operations** means only those contracting activities and services stated in the application for this policy, or as scheduled to this policy via endorsement, and performed for third parties by you or on your behalf at a **project site** including means or methods in connection with such activities and services. .

LL. **Your insured location** means any property or location approved by us and shown in ITEM

3. in the Declarations or in Your Insured Location Schedule endorsed to this policy. **Your insured location** does not include a **project site**.

MM. **Your professional services** means only those professional services that are stated in **Your Professional Services** Schedule endorsed to this policy.

In addition to the foregoing, if **your professional services** stated in **Your Professional Services** Schedule includes construction management services, for purposes of this policy, **construction management services** means only those services performed pursuant to the role of a construction manager, if accepted by a **named insured** in a written contract or agreement, to manage or coordinate construction means and methods as a consultant to the project owner as follows:

1. During the design phase of a project, only those services performed as a manager or coordinator responsible for communicating financing, time, and cost consequences of design decisions to your client; or

2. During the construction phase, only those services that consist of value engineering, field changes to design, scheduling or sequencing of subcontractors or sub consultants and monitoring performance of construction teams;

provided that any such services must arise out of a vocation, calling, occupation, or employment involving specialized knowledge, labor, or skill, and the labor or skill involved is mental or intellectual, rather than physical or manual. Construction management services shall not include **your professional services** for design, design selection, or design recommendations by you or on your behalf.

III. LIMITS OF INSURANCE AND SELF-INSURED RETENTION

The Limits of Insurance shown in ITEMS 5. and 6. in the Declarations, the **self-insured retention** shown in ITEM 7., and the rules below fix the most we will pay regardless of the number of **your insured locations, non-owned locations**, **insureds**, **contamination** incidents, negligent acts, errors, omissions, **claims** or claimants:

A. The Total Policy Aggregate Limit shown in ITEM **6.** in the Declarations is the most we will pay for the sum of all **loss**, **professional loss**, **remediation expense,defense expense,** or other coverage afforded under this policy.

B. Subject to the Total Policy Aggregate Limit, the most we will pay for the sum of all **loss**, **professional loss**, **remediation expense**, **defense expense**, or other coverage afforded under this policy arising from any single **contamination** incident or any single negligent act, error or omission in **your professional services**, under any Insuring Agreement or endorsement is the applicable Limit of Insurance shown in ITEM **5.** in the Declarations, or on the applicable endorsement. If no Limit of Insurance is shown for a particular Insuring Agreement in the Declarations, then no coverage is provided under that particular Insuring Agreement.

C. The same, related, similar or continuous **contamination** shall be deemed to be a single **contamination** incident.

D. All **professional loss** arising out of the same, related or continuous negligent acts, errors or omissions in rendering or failure to render **your professional services** shall be deemed to arise out of a single negligent act, error or omission.

E. Two or more **claims** arising out of or resulting from the same, related, similar or continuous **contamination** or the same, related, similar or continuous negligent act, error or omission in **your professional services,** as applicable, will be deemed to: (i) be a single **claim**; (ii)

have been first made at the time the first such **claim** was made against an **insured;** and (iii) be subject to only one Limit of Insurance shown in ITEM **5.** in the Declarations or applicable endorsement subject to Paragraph **III. F.,** below, if applicable. The same, related, similar or continuous **contamination** is **contamination** that is based upon, arises out of, is the result of or is logically or causally connected to the same, similar or related facts, circumstances, or situations. The same, related, similar or continuous negligent act, error or omission is a negligent act, error, or omission that is based upon, arises out of, is the result of, or is logically or causally connected to the same, similar or related facts, circumstances, or situations.

F. If we or an arbitration panel determine that more than one Insuring Agreement applies to any single **contamination** incident or any single negligent act, error or omission in **your professional services**, the following conditions will apply:

1. Only one Limit of Insurance shown in ITEM **5.** in the Declarations or applicable endorsement, together with the corresponding **self-insured retention**, will apply to such **contamination** incident or such negligent act, error or omission, as applicable.

2. If one of the applicable Limits of Insurance shown in ITEM **5.** in the Declarations or applicable endorsement exceed the amount of any of the other applicable Limits of Insurance, then only the highest such Limit of Insurance and corresponding **self-insured retention** will apply to such **contamination** incident or such negligent act, error or omission, as applicable.

3. In no event will more than one Limit of Insurance shown in ITEM **5.** in the Declarations, or applicable endorsement, apply to any single **contamination** incident or negligent act, error or omission in **your professional services**.

G. We will not pay for **loss, professional loss**, **remediation expense, defense expense** or other coverage afforded under this policy unless the amount of **loss**, **professional loss**, **remediation expense**, **defense expense** or other coverage afforded under this policy exceeds the applicable **self-insured retention**.

H. If we or an affiliated company have issued multiple CONTRACTOR ENVIRONMENTAL AND PROFESSIONAL LIABILITY COVERAGE policies or policies providing coverage similar thereto to you, in no event will more than one such policy apply to any **loss, professional loss**, **remediation expense** or **defense expense** that arises out of the same, related, similar or continuous **contamination**, or the same, related, similar or continuous act, error or omission in **your professional services**. In that event, only the policy in effect when the **claim** arising from such **loss**, **professional loss**, **remediation expense** or **defense expense** is first made against you and reported to us, or when the **insured** discovers such **contamination** and reports it to us, as applicable, shall apply.

I. **Defense expense** is included within and will erode the **self-insured retention** and the applicable Limit of Insurance. **Defense expense** will first be subtracted from the applicable Limit of Insurance, with the remainder of such Limit, if any, being available to pay loss, **professional loss, remediation expense** or **emergency expense** to which this insurance applies.

IV. EXCLUSIONS

This policy does not apply to **claims**, **loss**, **professional loss**, **defense expense**, **remediation expense** or any other coverage afforded under this policy:

A. Asbestos/Lead

Based upon or arising from any asbestos, asbestos products or any substance or material

containing asbestos, or any lead, lead products or any substance or material containing lead that is or was present in or on any building or structure of any type, including any improvements or appurtenances thereto at **your insured location.**

B. Bankruptcy

Based upon or arising out of bankruptcy or insolvency of an **insured** or of any other individual, firm or organization.

C. Contractual Liability

Based upon or arising out of the **insured's**:

1. Liability of others assumed under any contract or agreement; or

2. Breach of contract or agreement.

Subparagraph 1. of this exclusion does not apply to liability:

1. That the **insured** would have in the absence of such contract or agreement;

2. For actual or alleged negligent acts, errors or omissions in the performance of **your professional services**; or

3. Solely with regard to **your contracting operations**, assumed in a written contract or agreement for **your contracting operations**, provided that the **bodily injury**, **property damage** or **environmental damage** occurs subsequent to the execution of such contract or agreement and does not arise from the client's sole negligence.

D. Criminal Fines and Penalties

Based upon or arising out of any criminal fines, criminal assessments, or criminal penalties**.**

E. Damage to Insured's Product

Based upon or arising out of **property damage** or **environmental damage** to the **named insured's** product or work. However, this exclusion does not apply to **completed operations** or a **claim** for **environmental damage**.

F. Damage to Insured's Property

Based upon or arising out of physical injury to or destruction of property owned by an **insured** leased, rented, or loaned to an i**nsured** including property in the **insured's** care, custody and control. This exclusion applies solely with respect to **claims** for **property damage.**

G. Discrimination

Based upon or arising out of discrimination by an **insured** on the basis of race, creed, national origin, disability, age, marital status, sex, or sexual orientation.

H. Divested Property Limitation

Based upon or arising out of **contamination** that first begins after **your insured location** has been divested, sold, abandoned, given away, taken by eminent domain or condemned.

I. Employers Liability

Based upon or arising out of **bodily injury** to any past or current **employee**, partner or member of any **insured**, or by anyone who has a right to make a **claim** against any **insured** because of any employment, blood, marital or any other relationship with such **employee**, partner or member. This exclusion applies:

1. Whether the **insured** may be responsible as an employer or in any other capacity; or

2. To any obligation to share damages with or repay someone else who must pay damages because of **claims**.

J. Fiduciary Liability

The **insured's** services and/or capacity as:

1. An officer, director, partner, trustee or **employee** of an organization not identified in ITEM **1.** in the Declarations, or charitable organization or pension, welfare, profit sharing, mutual or investment fund or trust; or

2. A fiduciary pursuant to the Employee Retirement Income Security Act of 1974 and its amendments, or any regulation or order issued pursuant thereto; or any other employee benefit plan.

K. Hostile Acts

Based upon or arising out of any consequence of, whether direct or indirect, war, invasion, act of a foreign enemy, hostilities whether declared or not, civil war, rebellion, revolution, insurrection, military or usurped power, or any covert military action.

L. Insurance and Suretyship

Based upon or arising out of the requiring, obtaining, procuring, purchasing, maintaining, advising as to, or the failure to require, obtain, procure, purchase, maintain or advise as to any form of insurance, suretyship or bond, either with respect to any **insured** or any other individual or organization.

M. Insured versus Insured

Based upon or arising out of a **claim** by any **insured** against any other **insured** under this policy. This exclusion does not apply to a **claim** made by an entity as defined in Section **II. DEFINITIONS, A. Additional Insured**, Subparagraph **2.**

N. Material Change at Your Insured Location

Based upon or arising out of any material change in the use or operations at **your insured location** from the use or operations stated by you in the application.

O. Known Conditions/Known circumstances

Based upon or arising out of any fact, circumstance, event, situation or complaint that could reasonably be expected to give rise to a **claim** under this policy, which was in existence prior to the **inception date** and known by, or reasonably should have been known by, any **responsible individual** and not disclosed to us in the application. This exclusion applies to the following:

1. **Contamination,** including any subsequent dispersal, movement or migration of such **contamination**; or

2. Actual or alleged negligent act, error or omission in **your professional services**.

This exclusion, does not apply to **contamination** at a **project site** provided such **contamination** was in existence prior to the **named insured** first performing **your contracting operations** or **your professional services** at such **project site** and was caused or exacerbated by **your contracting operations.**

P. Nuclear Liability

Based upon or arising out of radioactive, toxic, or explosive properties of Source Materials, Special Nuclear Material or By-Product Material, as defined in the Atomic Energy Act, and for which the United States Department of Energy or any other governmental authority or agency has indemnified the **insured**, or for which the Price Anderson Act provides protection for the **insured.**

Q. Personal Injury

Based upon or arising out of the false arrest, humiliation, harassment, detention, imprisonment, wrongful entry or eviction or other invasion of private occupancy, malicious prosecution, abuse of process, libel, slander, harassment, or other defamatory or disparaging material, or a publication or an utterance in violation of an individual's right of privacy.

R. Prior Claims

Based upon or arising from **claims**, **loss**, **remediation expense**, **emergency expense, defense expense** or other circumstances reported by you or required to be reported by you under any policy that was in effect prior to the **inception** date.

S. Property Damage to Conveyance

Based upon or arising out of **property damage** to any **conveyance** utilized during **transportation**. This exclusion does not apply to **claims** made by third party carriers, utilized during **transportation**, for such **property damage** directly caused by your sole negligence.

T. Products Liability

Based upon or arising out of goods or products designed, manufactured, sold, handled or distributed by the **insured** or others trading under the **insured's** name, after physical possession of such goods or products has been relinquished by the insured or others trading under their names, unless such **claim, loss, remediation expense** or any other coverage afforded under the policy arises out of the assembly, fabrication or installation of such product as part of **your contracting operations.** This exclusion does not apply to such products while within the legal boundaries of **your insured location** or during **transportation.**

U. Process Improvements

Based upon or arising out of any costs or expenses incurred to install, upgrade, modify or improve any processes, operations, equipment, machinery, or real or personal property at **your insured location**. However, this exclusion will not apply to any **loss** or **remediation expense** that is directly caused by such installation, upgrade, modification or improvement activities at **your insured location.**

V. Related Entities

Based upon or arising out of an insured's involvement: (i) in **your professional services** or **your contracting operations** performed by, or on behalf of, any organization, or subsidiary or affiliate thereof, not named in the Declarations or scheduled to this policy as a **named insured** in an endorsement or (ii) as a partner, officer, director, stockholder, employer or **employee** of a business enterprise not named in the Declarations or scheduled to this policy as a **named insured.**

W. Securities Violations

Based upon or arising out of any violation of the Securities Act of 1933 as amended or the Securities Exchange Act of 1934 as amended or any state Blue Sky or securities law or similar State, Federal, or other governmental law, statute, regulation or order issued pursuant to any of the foregoing statutes.

X. Separately Insured Project

Based upon or arising out of any project that is insured under a valid and collectible project specific insurance policy, including but not limited to a project specific policy, owner protective insurance policy, owner controlled insurance program, contractor controlled insurance program, wrap-up policy or other similar policy or program, under which an **insured** is provided coverage similar to this policy. This exclusion does not apply to projects specifically scheduled as an Insured Project in an endorsement to this policy.

Y. Underground Storage Tank

Based upon or arising out of **contamination** resulting directly or indirectly from an **underground storage tank** , the existence of which is known by or which reasonably should have been known by a **responsible individual** and which is located on **your insured location** unless such **underground storage tank** is scheduled on the policy by endorsement.

This exclusion does not apply to any **underground storage tank** that is:

1. A process or septic tank located partially in the ground; or

2. Located on or above the floor of structures built below the ground surface such as vaults or subsurface floors of buildings; or

3. Prior to the **inception date,** deemed closed or removed by the regulatory body having jurisdiction over the **underground storage tank** and where such regulatory body has made a determination that no further action or remediation related to such **underground storage tank** is required in accordance with applicable **law.**

Z. Vehicles

Based upon or arising out of the ownership, use, maintenance or operation of any **conveyance.** This exclusion shall not apply to the ownership, use, maintenance or operation of a **conveyance** at a **project site** or **your insured location** or during **transportation.**

AA. Warranties and Guarantees

Based upon or arising out of any express warranty or guarantee. This exclusion does not apply to a warranty or guarantee by the **insured** that **your contracting operations** and **your professional services** conform to generally accepted standards or a legal obligation that you would have in absence of such warranty or guarantee.

BB. Workers Compensation/Employment Practices

Based upon or arising out of:

1. The Merchant Marine Act of 1920 (Jones Act) or any workers compensation, unemployment compensation, disability, employee benefits, profit sharing, ERISA law or similar or related laws; or

2. Any type of employment relationship, terms of conditions of employment, or law relating to the employment of any person, including but not limited to: (i) termination of employment; (ii)refusal to employ; or (iii) any employment-related practices, policies, procedures, acts or omissions.

CC. Willful Non-Compliance and Dishonest Acts

Based upon, arising out of or attributable to:

1. A **responsible individual's** intentional, willful or deliberate noncompliance with or intentional disregard of any **law** or any other statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body; or

2. Actual or alleged fraudulent, dishonest, knowingly wrongful or malicious conduct by or at the direction of the **responsible individual.**

V. POLICY TERRITORY

The coverage afforded pursuant to this policy shall only apply to **contamination** or an actual or alleged negligent act, error or omission in the performance of your professional services within the United States, its territories or possessions, or Canada, but only if the **claim** is made within the United States.

All premiums, limits, **self-insured retentions**, **loss**, **professional loss** and other amounts under this policy are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of **loss** under this policy is stated in a currency other than United States dollars, payment under this policy shall be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the final judgment is reached, the amount of the settlement is agreed upon, or the other element of **loss** or **professional loss** is due, respectively.

This policy shall not apply in any situation that would be in violation of the **laws** of the United States of America or Canada, as applicable, including but not limited to, United States of America economic or trade sanction laws or export controls laws administered by the United States Treasury Office of Foreign Assets Control.

VI. DEFENSE AND SETTLEMENT

A. We shall have the right and duty to defend any **insured** against any **claim** to which this insurance applies, even if such **claim** is groundless, false or fraudulent. For any **claim** we defend or for any **loss, professional loss,** or **remediation expense** to which this insurance applies, we will pay **defense expense** in excess of the **self-insured retention:** (i) for the investigation or defense of such **claim;** or (ii) incurred in connection with the payment of such **loss** or **remediation expense,** as applicable. **Defense expense** is included within and will erode the Limits of Insurance and is included within the **self-insured retention** shown in ITEM **7.** in the Declarations, or applicable endorsement. Our duty to defend and to pay **defense expense** ends once the applicable Limit of Insurance is

exhausted or tendered into a court of applicable jurisdiction or once the **insured** refuses a settlement offer as provided in Paragraph **VI.D.** below. We shall have no duty to defend any **claim,** or to pay **defense expense** for any loss, **professional loss,** or **remediation expense,** to which this insurance does not apply.

B. We shall have the right to select counsel for the investigation, adjustment and defense of **claims** to which this insurance applies. The **insured** shall have the right to propose such counsel and we will consult with the **insured** on the selection. If more than one **insured** is involved in a **claim** to which this insurance applies, we may, in our sole discretion, appoint separate counsel for one or more of such **insureds** if there is a material (actual or potential) conflict of interest among any such **insureds**.

C. In the event that by mutual agreement or by applicable law the **insured** is entitled to select independent counsel to defend a **claim** to which this insurance applies, the **defense expense** we must pay to such counsel is limited to the rates we would actually pay to counsel that we retain in the ordinary course of business in the defense of similar **claims** in the venue where the **claim** arose or is being defended. We have the right to require that such counsel have certain minimum qualifications with respect to competency, including experience in defending **claims** similar to the one pending against the **insured**, and to require that such counsel have acceptable limits of errors and omissions insurance coverage. The **insured** agrees that such counsel will timely respond to our requests for information regarding any **claim**. Notwithstanding the foregoing, the **insured** may at any time, by its written consent, freely and fully waive any right to select independent counsel. This paragraph C. applies to **defense expense** both within and excess of any **self-insured retention**.

D. We reserve the right, but not the duty, to at any time, with the **insured's** consent, settle any **claim** to which this insurance applies as we deem expedient. If with respect to any **claim** to which this insurance applies, the **insured** refuses to consent to the first settlement acceptable to the claimant which we recommend to the **insured** in writing, and elects to further contest such **claim,** then our liability for such **claim** shall not exceed the amount for which such **claim** could have been settled, including legal expenses incurred, up to the date of such refusal, plus fifty (50) percent of covered **loss, professional loss, remediation expense** or other coverage afforded under this policy in excess of such first settlement amount. It being a condition precedent of this insurance that the remaining fifty (50) percent of such **loss, professional loss, remediation expense** or other coverage afforded under this policy in excess of the first settlement amount is uninsured and shall be borne by the **insured** at the **insured's** own risk. Notwithstanding the foregoing, this paragraph shall not apply until the settlement amount exceeds the **self-insured retention** amount stated in ITEM **7.** in the Declarations or applicable endorsement. In addition, if we recommend a first settlement of a **claim** to which this insurance applies within the policy's applicable Limit of Insurance that is acceptable to the claimant, and the **insured** consents to such settlement, then the **insured's self-insured retention** for such **claim** shall be retroactively reduced by ten (10) percent. It shall be a condition precedent to such reduction that you must consent to the first settlement amount within thirty (30) days after the date we recommend to the **insured** such first settlement amount, or in the case of a first settlement amount which arises from a first settlement offer by the claimant, then within the time permitted by the claimant to accept such first settlement offer, but in all events no later than thirty (30) days after we recommend to the **insured** such first settlement offer. If the **insured** does not consent to the first settlement within the time prescribed above, the applicable **self-insured retention** amount shall remain the respective amount set forth in ITEM **7.** in the Declarations or applicable endorsement, even if consent is given to a subsequent settlement.

VII. NOTICE AND CLAIM REPORTING PROVISIONS

A. Notice as required under this policy must be given by you, or on your behalf:

In writing to us at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004–0950
ATTN: Claims – Environmental

By email at: claimsreport@phly.com

By fax at: 1 (800) 685-9238; or

By telephone at: 1 (800) 765-9749.

As a condition precedent to our obligations under this policy, the **insured** must give written notice to us as soon as practicable during the **policy period** or **extended reporting period**, if applicable, of any **claim** made against the **insured** for **loss**, **professional loss**, **remediation expense** or other coverage afforded under the policy. Oral notification must be followed with a written notice to us as soon as practicable during the **policy period** or **extended reporting** period, if applicable.

B. If during the **policy period**, the **insured**: (i) first becomes aware of any: (a) **contamination** (b) negligent act, error or omission in **your professional services**, or (ii) incurs **emergency expense**, any of which could reasonably be expected to give rise to a **claim, remediation expense** or other coverage under this policy, the **insured** must give written notice to us regarding all particulars of such incident. Notice must be provided to us as soon as practicable after the **insured** discovers such **contamination**, or negligent act, error or omission, or incurs such **emergency expense**, but in no event later than the expiration of the **policy period**. Oral notification must be followed with a written notice to us as soon as practicable, but in no event later than the expiration of the **policy period**. Such notice of any **contamination** or negligent act, error or omission, or **emergency expense** must include:

1. The particulars of the specific **contamination**, negligent act error or omission, or **emergency expense**;

2. The circumstances by which the **insured** first became aware of such **contamination**, or negligent act error or omission, or **emergency expense**; and

3. The **claim, loss, professional loss** or **remediation expense** or other coverage afforded under this policy which has or may result from such **contamination**, or negligent act, error or omission, or **emergency expense**.

C. In the event that the **named insured** continuously maintains Contractors Environmental and Professional Coverage with the Company and in the event we determine that the **insured** fully complied with the notice provision set forth in Paragraph **VII. B.**, then for a period not to exceed five (5) years from the expiration of this policy, any **claim**, **remediation expense**, **loss, professional loss** or other coverage afforded under this policy that subsequently arises out of such **contamination** or such negligent act, error or omission, as applicable, will be considered to have been first made under the policy in effect at the time the **insured** discovers or is first made aware of such **contamination** or such negligent act, error or omission.

VIII. DUTIES IN THE EVENT OF A CLAIM OR REMEDIATION EXPENSE OR DISCOVERY OF CONTAMINATION

A. The Insured's Duties

As a condition precedent to our obligations under this policy, in the event of a **claim**, **loss**, **professional loss**, **remediation expense**, other coverage afforded under this policy or the discovery of **contamination**, and pursuant to **VII. NOTICE AND CLAIM REPORTING PROVISIONS** above, you must:

1. As soon as practicable, give notice containing all reasonably ascertainable information including but not limited to the particulars sufficient to identify the **insured,** witnesses, injured parties, time, place and underlying circumstances to us;

2. As soon as practicable, give notice to us regarding the specific particulars of any **contamination** and reasonably anticipated response to such **contamination** and extent of expected **remediation expense** or **emergency expense** that may reasonably be anticipated to be incurred as a result of any **contamination;**

3. Immediately forward to us every demand, notice, summons, or other process received by the **insured** or **insured's** representatives;

4. Authorize us to obtain records and other information on an **insured's** behalf;

5. Take reasonable measures to protect your interests, and to mitigate any **loss, professional loss, remediation expense, defense expense** or any other coverage afforded under this policy, and to comply with applicable laws. We shall not be liable for **loss, professional loss, remediation expense, defense expense** or any other coverage afforded under this policy admitted by the **insured** without our prior written consent;

6. Except at an **insured's** sole expense, admit no liability, make no payments, assume no obligation and incur no expense related to such **claim,** or **remediation expense** without our prior written consent, except in the case of **emergency expense;**

7. Fully cooperate with us and, upon our request, assist in investigations, making settlements and in the conduct of defense of **claims.** The **insured** shall, at the **insured's** cost, attend inquires, interviews, hearings, trials and depositions and shall assist in securing and giving evidence and in obtaining the attendance of witnesses and **employees;** and

8. Not demand or agree to arbitration of any **claim** or any part of your responsibilities for **remediation expense, loss,** or **professional loss,** or other coverage afforded or **contamination** without our prior written consent. Such consent shall not be unreasonably withheld.

BREACH OF ANY OF THE ABOVE CONDITIONS PRECEDENT TO COVERAGE WILL BE DEEMED TO HAVE PREJUDICED THE COMPANY AND WILL, AT THE SOLE AND ABSOLUTE DISCRETION OF THE COMPANY, RESULT IN FORFEITURE OF ALL COVERAGE FOR ANY **CLAIM, LOSS, PROFESSIONAL LOSS, REMEDIATION EXPENSE, EMERGENCY EXPENSE** OR ANY OTHER BENEFIT UNDER THIS POLICY

B. Rights and Duties Concerning Contamination

1. Subsequent to an insured's discovery of, and notification to us of **contamination** or **indoor event** in accordance with Sections **VII.** and **VIII.** of the policy, The **insured** shall have the right and duty to retain an **environmental professional,** subject to our consent, to investigate or remediate **contamination** that has or may reasonably be expected to result in **loss** or **remediation expense** covered by this insurance. We have the right, but not the duty, to review and approve all aspects of any such investigation or remediation.

2. In the event of **emergency expense**, the **insured** may select an **environmental professional** without our prior consent. Except for **emergency expense**, any costs incurred without our consent will not be covered under this policy or credited against the **self-insured retention**. As a condition precedent for coverage of **emergency expense** under this policy, the **insured** must notify us as soon as practicable, but in no event after expiration of the **policy period**, of such **emergency expense**.

   a. In the event that the **insured,** subject to our prior consent, retains a remediation contractor to investigate and remediate **contamination** to which this policy applies, the **remediation expense** we must pay to such remediation contractor is limited to the unit rates and material costs we would actually pay to remediation contractors that we retain in the ordinary course of business in the investigation or remediation of similar **contamination** in the location where the **contamination** took place. We have the right to require that such remediation contractors have certain minimum qualifications with respect to competency, including experience in investigation and remediation **contamination** similar to the **contamination** at issue, and to require that such remediation contractors have acceptable limits of errors and omissions insurance coverage. The **insured** warrants that such remediation contractors will timely respond to our requests for information regarding any **contamination.**

   b. In the event that the **insured,** subject to our prior consent, directly undertakes the investigation and remediation of **contamination** resulting directly or indirectly from **your contracting operations** to which this policy applies, the **remediation expense** we must pay to such **insured** is limited to the unit rates and material costs we would actually pay to remediation contractors that we retain in the ordinary course of business in the investigation or remediation of similar **contamination** in the location where the **contamination** took place, but in no event will we be obligated to pay the **insured** for any element of overhead or profit with respect to any **remediation expense** it incurs under this subparagraph

3. In addition, we shall retain the right but not the duty to investigate or remediate **contamination** on behalf of the **insured** after receipt of notice of such **contamination** .Any expenses incurred in such investigation or remediation shall be deemed to be incurred by the **insured** and applied against the Limits of Insurance and credited against the **self-insured retention.**

IX. EXTENDED REPORTING PROVISIONS

The provisions of this Section **IX. EXTENDED REPORTING PROVISIONS** shall apply only to coverage provided by this policy that is on a Claims-Made and Reported Basis.

A. Automatic Extended Reporting Period

1. If you cancel or refuse to renew this policy or, if we cancel or refuse to renew this policy for reasons other than non-payment of premium or fraud or material misrepresentation on your part, we will provide to you a ninety (90) day automatic **extended reporting period,** at no additional charge.

2. The automatic **extended reporting period** will apply to any **claim** first made against you and reported to us in writing during the ninety (90) day extension period, but only with respect to:

   a. A negligent act, error or omission in **your professional services**; or

   b. **Contamination** that the **named insured** discovers or is made aware of during the **policy period** and reports to us in writing during the **policy period**; or

c. Solely with respect to **contamination** that the **named insured** discovers or is made aware of within twenty-four (24) hours prior to the termination of the policy and reports to us in writing during the five (5) days immediately following the termination of the policy;

Provided that such **contamination** or negligent act, error, or omission, as applicable, is otherwise covered by this policy.

3. If you purchase replacement coverage for this policy, the ninety (90) day automatic extension period will end on the effective date of the replacement..

B. Supplemental Extended Reporting Period

1. If you cancel or refuse to renew this policy or, if we cancel or refuse to renew this policy for reasons other than non-payment of premium or fraud or material misrepresentation on your part, you shall have the right to purchase a supplemental **extended reporting period** of thirty-three (33) months for a premium of not more than two hundred percent (200%) of the expiring policy premium.

2. The supplemental **extended reporting period** will apply to any **claim** first made against you and reported to us in writing during the supplemental **extended reporting period** but only with respect to:

a. A negligent act, error or omission in the performance of **your professional services;**

b. **Contamination** that the **named insured** discovers or is made aware of during the **policy period** and reports to us in writing during the **policy period**; or

c. Solely with respect to **contamination** that the **named insured** discovers or is made aware of within twenty- four (24) hours prior to the termination of the policy and reports to us in writing during the five (5) days immediately following the termination of the policy;

Provided that such **contamination** or negligent act, error, or omission, as applicable, is otherwise covered by this policy.

3. You must apply for this extension in writing, accompanied by payment of premium, prior to the expiration of the ninety (90) day automatic **extended reporting period** under **A.** above.

C. Extended Reporting Periods

The **extended reporting periods** are subject to the following conditions, as applicable:

1. All premium paid with respect to a supplemental **extended reporting period** shall be deemed to be fully earned as of the first day of the extension period.

2. The supplemental **extended reporting period** described herein shall commence upon the day that the automatic **extended reporting period** terminates.

3. For the purpose of any **extended reporting period**, any change in premium, **self-insured retention**, Limits of Insurance or other terms or conditions at renewal is not a refusal to renew.

4. Limits of Insurance available during any **extended reporting period** shall not exceed the balance of the Limits of Insurance in effect at the time the policy terminated.

5. In the event similar insurance is in force covering any **claims** first made during the automatic **extended reporting period**, there is no coverage under this policy.

6. In the event similar insurance is in force covering any **claims** first made during the supplemental **extended reporting period**, coverage provided by this policy shall be excess over any such other insurance, including any applicable deductible or **self-insured retention** amounts of such other insurance. For purposes of this provision, other insurance includes all types of self-insurance, indemnification or other funding arrangement or program that is available to compensate an **insured** for liability.

7. Any **extended reporting period** does not extend the **policy period**. Any **claim** first made against you during an **extended reporting period** will be deemed to have been first made during the last day of the **policy period**.

X. GENERAL CONDITIONS

A. Subrogation

If we pay any amount under this policy, we shall be subrogated to the **insured's** rights of recovery against any individual, firm or organization. The **insured** shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. The **insured** shall not waive or prejudice such rights subsequent to when a **claim** is first made or when the **insured** discovers **contamination**.

Any recovery as a result of a subrogation proceeding arising out of payment of a **professional loss**, **loss** or **remediation expense** covered under this insurance shall accrue first to you to the extent of any payments in excess of the Limits of Insurance; then to us to the extent of our payment under the policy; and then to you to the extent of your **self-insured retention**. Expenses incurred in such subrogation proceedings will be apportioned among the interested parties in the recovery, in the proportion that each interested party's share in the recovery bears to the total recovery.

Notwithstanding the foregoing, we hereby waive our right of subrogation against your client and any entity where required by written contract provided that such contract is fully executed prior to the first commencement of **contamination** or prior to the rendering or failure to render **your professional services,** as applicable to which this insurance applies. Such waiver of subrogation within any written contract does not expand, enhance or otherwise increase the terms and conditions of this policy accordingly

B. Changes

Notwithstanding anything to the contrary, no provision of this policy may be amended, waived or otherwise changed except by endorsement issued by us to form part of this policy.

C. Action Against Us

No person or organization has a right under this insurance:

1. To join us as a party or otherwise bring us into a **claim;** or

2. To sue us under this insurance unless all of its terms have been fully complied with.

A person or organization may sue us to recover on a fully executed settlement agreement or on a final judgment against the **insured** obtained after an actual trial; but we will not be liable for **loss, professional loss, remediation expense, emergency expense,** or

defense expense that is not payable under the terms of this insurance or that is in excess of the applicable Limits of Insurance.

D. Bankruptcy

Your bankruptcy or insolvency, or that of your successors in interest, shall not relieve us of our obligations under this policy.

E. Cancellation or Non-Renewal

You may cancel this policy by surrendering it to us or one of our authorized agents or by mailing written notice to us and providing to us a future date when cancellation shall be effective. If you cancel this policy, we shall retain the customary short-rate portion of the premium less the minimum earned premium, if applicable.

We may cancel the policy by mailing to you at the address stated in ITEM 2 of the Declarations written notice stating when, not less than ninety (90) days thereafter; or ten (10) days in the case of cancellation for non-payment of premium or **self-insured retention**, such cancellation shall become effective. If we cancel the policy, earned premium shall be computed pro-rata. The mailing of Notice of Cancellation as aforementioned shall be sufficient notice of the intent to cancel. The effective date of cancellation specified in the notice shall terminate this **policy period.**

This policy may only be cancelled by us for:

1. Non-payment of premium or **self-insured retention**;

2. Change in your operations or professional services that materially increase risks covered under this policy;

3. Fraud or material misrepresentation by you; or

4. Any **named insured's** failure to comply with terms and conditions or your contractual obligations under this policy. You shall have a period of sixty (60) days from the date of notice of cancellation to remedy such non-compliance. If the remedy is satisfactory to us, we shall rescind such notice in writing and the policy shall remain in force. Notwithstanding the foregoing, if the policy is cancelled due to non-payment of premium, at the Company's option, upon receipt of all outstanding premium payments, the policy may be reinstated, but only from the date we receive such outstanding premium payments.

F. Assignment

Assignment of interest under this policy shall not bind us and such assignment is void unless our consent is endorsed hereon.

G. Representations

By acceptance of this policy, you represent and warrant that:

1. The statements in the Declarations and application are complete and accurate;

2. The statements in the application are your representations and warranties and that those representations and warranties are material;

3. This policy is issued in reliance upon the truth and accuracy of such representations and warranties;

4. The statements in the application are incorporated into this policy. This policy embodies all existing agreements between you and us relating to this insurance;

5. Breach of those representations or warranties will result, at our election, in forfeiture of coverage for any **claim, loss, professional loss, remediation expense,** or **emergency expense** reported to us under the policy, or voiding of the policy from the **inception date**.

For the purposes of this policy, application means the formal application and all attachments and other documents and materials submitted to us by you, or on your behalf, in connection with your purchase of this policy and any endorsements we may issue after the **inception date,** including any renewal of this policy. In the event you did not submit an application form to us, the application will be deemed to consist of any documents or materials submitted to us by you or on your behalf in connection with your purchase of this policy, any endorsements we may issue or any renewal of this policy.

H. Other Insurance

If other valid and collectible insurance is available to the **insured** for coverage granted under this policy, our obligations are limited as follows:

1. This insurance is primary, and our obligations are not affected unless any other insurance is also primary. In that case, we will share with all such other insurance by the method described in Paragraph **2.** below, or this insurance will be primary and non-contributory when Paragraph **3.** below applies; and

2. If all of the other insurance permits contribution by equal shares, we will also follow this method. In this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the **loss** remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. In contribution by limits, each insurer's share is based upon the ratio its applicable limit of insurance bears to the total applicable limits of insurance of all insurers.

3. This insurance is primary and non-contributory with other valid and collectible insurance, but only if: (i) the **named insured** has a written contract or agreement requiring this insurance to be primary and non-contributory; and (ii) such contract or agreement was executed prior to the date that **your contracting operations** or **your professional services,** as applicable first commenced.

For purposes of this provision, other insurance includes all types of self-insurance, indemnification or other funding arrangement or program that is available to compensate an **insured** for liability.

I. Headings

The descriptions in the headings of this policy and any endorsements attached hereto are solely for convenience, and form no part of the terms and conditions of coverage.

J. Consent

Where consent by us or an **insured** is required under this policy, such consent shall not be unreasonably withheld, delayed, conditioned or denied.

K. Access and Inspection

In connection with underwriting of this insurance or with our defense or adjustment of any

loss, **professional loss**, **claim, remediation expense** or any other coverage afforded under this policy, we shall be allowed, but not obligated to, conduct inspections, surveys, audits or reviews of your location, operations, books or other information deemed pertinent by us. Such inspections, surveys, audits or reviews could involve the taking of samples, interviewing of **employees**, physical access to locations or access to materials or information concerning your operations, structure or financials of your company.

The **insured** agrees to cooperate with us, and provide us with access to locations, information, and **employees** for such inspections, surveys, audits, or reviews, whether or not you deem such location or information relevant to the underwriting of this insurance, or with our defense or adjustment of any **claim, loss**, **professional loss**, **remediation expense** or any other coverage afforded under this policy.

Neither our right to conduct such inspections, surveys, audits or reviews nor the results or conclusions of such actual inspections, surveys, audits or reviews shall warrant, in any way, that the operations or location are safe, healthful or compliant with or conform to applicable **laws**, standards or accepted practices. This condition applies to any agents or representatives that we allow to conduct such inspections, surveys, audits or reviews on our behalf.

L. Sole Agent

The **named insured** listed in ITEM **1.** on the Declarations shall act on behalf of all other **insureds**, if any, for the payment or return of any premium, payment of any **self-insured retention**, receipt and acceptance of any endorsement issued to form a part of the policy, giving and receiving notices, including notices of cancellation or non-renewal, the exercise of the rights provided in the **extended reporting period**, and the receipt and acceptance of any payment required to be made by us under the policy.

M. Severability

Except with respect to Limits of Insurance, **self-insured retention**, Exclusion **M. Insured versus Insured**, Cancellation or Non-Renewal and any rights and duties assigned in this policy to you, this insurance applies as if each **insured** were the only **insured** and separately to each **insured** against whom a **claim** is made. Any misrepresentation, act, or omission that is in violation of a term, duty or condition under this policy by one **insured** shall not prejudice another **insured** under this policy. This condition shall not apply to an **insured** who is a parent, subsidiary or affiliate of the **insured** which committed the misrepresentation, act, or omission referenced above.

N. Shared Limits

You and all other **insureds** understand, agree and acknowledge that this policy contains an Aggregate Limit that is applicable to and shared by all **insureds** who are or may become an **insured.** As such all **insureds** understand and agree that the limits of this policy may be depleted or exhausted by payments to other **insureds**.

O. Arbitration

Any dispute, disagreement or controversy arising out of the formation, interpretation, alleged breach, termination, or invalidity of this policy, or as to any other issue regarding the respective duties and responsibilities of us or any **insured** regarding this policy, shall be resolved through binding arbitration. Except with respect to the selection of the arbitration panel, the arbitration will be conducted in accordance with the rules of the American Arbitration Association ("AAA") that are in effect as of the date a party first provides notice of its demand for arbitration to the other party in accordance with the policy's notice provisions. The panel will consist of one arbitrator selected by the **insured;** one selected by

us; and a third independent arbitrator will be selected by the first two arbitrators. If the first two arbitrators cannot agree on the selection of a third independent arbitrator within thirty (30) days of such notice, the third arbitrator will be selected by the AAA.

The arbitration proceeding will take place in the state shown in ITEM 2. in the Declarations or in the domicile of the entity seeking relief from us or from whom we are seeking relief. The arbitrators must give due consideration to the general principles of the law of the state shown in ITEM 2. in the Declarations in construing and interpreting this policy; provided however, that the terms, conditions, provisions and exclusions of this policy are to be construed in an evenhanded fashion as between the parties. Where the language of this policy is alleged to be ambiguous or otherwise unclear, the issue will be resolved in the manner most consistent with the relevant terms, conditions, provision or exclusions of the policy (without regard to the authorship of the language, the doctrine of reasonable expectations of the parties and without any presumption or arbitrary interpretation or construction in favor of either party or parties, and in accordance with the intent of the parties).

The written decision of the arbitrators will be binding on all parties, must set forth its reasoning and basis in law and fact, and must be provided to all parties simultaneously. The arbitrators' award shall not include attorney fees or other costs of arbitration. Judgment on the award may be entered in any court of competent jurisdiction. Each party shall bear the costs and expenses of arbitration equally.

Notwithstanding any language to the contrary, the parties hereby agree that: the Underlying Award may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules ("Appellate Rules"); and that the Underlying Award shall not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within thirty (30) days of a party's receipt of an Underlying Award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with any AAA office and simultaneously serving such Notice on the other party. Following the appeal process the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS POLICY TO BE SIGNED BY OUR PRESIDENT AND SECRETARY. THIS POLICY SHALL NOT BE VALID UNLESS SIGNED ON THE DECLARATIONS PAGE BY OUR DULY AUTHORIZED REPRESENTATIVE

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 24-021FA

Date: June 13, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager & Acting Development Services Director
From: Lauren Schumann, Planning Senior Program Manager
Subject: PLH23-0056 Viviendo
Final Adoption of Ordinance No. 5099
Request: Rezoning from Planned Area Development (PAD) for Neighborhood Commercial and congregate care to PAD for single-family residential

Location: Southeast corner of Ocotillo and McQueen roads
Applicant: Ralph Pew, Pew and Lake, PLC

Proposed Motion:

Rezoning
Move City Council adopt Ordinance No. 5099 approving PLH23-0056 Viviendo, Rezoning from PAD for Neighborhood Commercial and congregate care to PAD for single-family residential, subject to the conditions as recommended by Planning and Zoning Commission.

Background Data:

- 2000: Subject site zoned under 120-acre Geneva Lake Estates plan as PAD for Neighborhood Commercial (C-1) and congregate care/office.
- Approved for major anchor center with free-standing pads and congregate care on southern portion along McQueen Road; commercial development never occurred
- 2020: QuikTrip submitted rezoning application to develop fuel station, convenience store, and Sun Devil automotive repair shop at immediate corner. Case was withdrawn due to opposition from surrounding neighbors.
- Southeast Chandler Area Plan (SECAP) sets a maximum density of 3.5 du/ac; approved 1999
- Geneva Estates contains 268 single-family homes on approximately 97

acres (2.76 du/ac)
- The request uses aggregate density for the overall Geneva Estates, changing vacant commercial to 76 single-family lots; total aggregate density is 3.06 du/ac

Surrounding Land Use Data:

North	Ocotillo Road, then residential condos	South	Alamosa Drive, then single-family residential
East	Single-family residential	West	McQueen Road, then commercial shops

General Plan and Area Plan Designations:

Plan	Existing	Proposed
General Plan	Neighborhoods	No Change
Southeast Chandler Area Plan (SECAP)	Traditional Suburban Character	No Change
Section 23 Area Plan	Neighborhood Commercial	Residential

Proposed Development

	Single-family Subdivision
Number of Lots	76 single-family lots
Density	15.33 net acres Isolated density: 4.96 du/ac Aggregate Density (including overall Geneva Estates master planned area): 3.06 du/ac
Building Setbacks	Front: 20 ft. back of sidewalk to garage; 13 ft. to liveable/porch Sides: 5 ft. & 5 ft. Rear: 10 ft., with reduced setback for accessory building at 5 ft. Lots 10, 16, 32, 37, 44, 47, 49, 58, 60,67, 70, & 76 second story feature shall be set back 40 ft. from rear
Lot Size	4,922 square feet 45 ft. x 107 ft.
Lot Coverage	60%

Building Height	Mix 1 and 2-story homes Max. height 30 ft.
Architectural Themes	Contemporary, Spanish Modern, Hacienda
Number of Elevations	12
House Size	2,084 to 3,352 square feet
Number of Floor Plans	4 floor plans
Parking	Each lot provides a two-vehicle garage with a driveway for two additional vehicles; each garage pre-wired for electric vehicles (240V) Gated subdivision; on-street parking provided on one side of street

Review and Recommendation

The General Plan allows medium-density residential (3.5-12 du/ac) to be considered as a transitional land use on infill parcels when located adjacent to an arterial street. The subject site has been zoned for commercial uses since 2000 and remains vacant. Aggregate density can be considered if the proposed development is a part of a larger master planned development. Through aggregate density, the proposal may be considered if designed appropriately and compatible with surrounding lots.

Since the site is located within the SECAP, design elements are required in order to achieve a density greater than 2.5 du/ac. The request is for a density of 4.96 du/ac, with overall proposed aggregate density of Geneva Estates totaling 3.06 du/ac. When the SECAP was adopted, the design requirements provided options, such as common area lakes that were intended for larger residential developments. The proposed development will include a common ramada seating area, tot lot, and secured dog park for residents, meeting the intent of the SECAP. Due to the infill nature of the site, the Residential Development Standards (RDS) for subdivision layout are not applicable. However, the RDS guidelines remain applicable to the architectural design of the homes. The proposed single family residential subdivision meets the intent of the development standards, residential design guidelines, and the SECAP.

The proposed housing provides one, two, and combination one/two story detached single-family homes to provide a variety of housing types within the

proposed subdivision. The adjacent subdivision has a mix of one and two-story homes. Therefore, the home builder has indicated which lots are limited to single-story and combination one/two story homes to match and buffer existing homes in the adjacent Geneva Estates lots and to create variety along the arterial streets.

Planning staff has reviewed the request and supports the proposal, citing consistency with the General Plan. The proposal is consistent with the policies of the General Plan, which call for a variety of housing choices and a compatible mix of housing types within the Neighborhoods designation. Furthermore, the site is located at an arterial intersection and is an infill parcel with an appropriate transition between land uses of different intensities. The General Plan encourages the development of underutilized commercial properties to be developed for other uses. Planning and Zoning Commission recommends approval subject to conditions.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting sign was posted on the site and on social media via NextDoor.
- The applicant conducted a neighborhood meeting prior to submitting the rezoning application to receive comments from surrounding residents; staff was not in attendance.
- A formal neighborhood meeting was held on December 14, 2023. The applicant's team, staff, and approximately 14 residents attended the in-person neighborhood meeting. Residents were concerned about an increase in traffic from the new development and, more specifically, the secondary access proposed south to Alamosa Drive, which is currently used as a collector street to McQueen Road for two separate subdivisions. Attendees raised concerns regarding the proposed density, use of existing greenbelts in adjacent subdivisions, and overburdening the school's capacity for new families. Following the neighborhood meeting, K. Hovnanian reduced the amount of homes from 84 to 76 lots and added single-story floor plans. The applicant conducted additional community outreach through door-to-door meetings with the surrounding neighbors.
- As of the writing of this memo, Planning staff is aware of surrounding property owners in support and against the project. Residents in support of the proposal prefer to see the property develop as residential in lieu of intense commercial development. Residents against the request state the development is too dense and will increase traffic in the area. Attached to this

memo are four letters in opposition, three letters in support, and one with general comments.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting, May 1, 2024
Motion to Approve

In Favor: 6 Opposed: 0

At the Planning and Zoning Commission meeting, three residents spoke in opposition with concerns regarding an increase in traffic, more specifically along Alamosa Drive, and cut-through traffic through their subdivisions to the neighborhood schools. Two of the residents own lots that adjoin the property and were concerned with the amount of homes that back up to their properties; the two existing homes are two-story homes. Commission moved the item to action to discuss traffic and allow the applicant to respond to the concerns. The applicant explained how the proposed development would not have two-story homes built next to existing single-story homes. Staff explained that the best practice for traffic is to use local collector streets to feed traffic to arterial streets, in this case the use of Alamosa Drive to the south as a gated resident-only access to the development in lieu of providing a second access to McQueen Road.

Recommended Conditions of Approval

Ordinance No. 5099 was introduced and tentatively adopted on May 23, 2024.

Rezoning

Planning and Zoning Commission recommends the City Council approve the Rezoning from PAD for Neighborhood Commercial and congregate care to PAD for single-family residential, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled “Viviendo,” and kept on file in the City of Chandler Planning Division, in File No. PLH23-0056, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as therefore amended, modified, or supplemented by Chandler City Council.

2. Uses permitted shall be single-family dwellings, with a minimum lot size of 4,500 square feet.

3. Completion of the construction of all required off-site street improvements

including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements, and street lighting to achieve conformance with City codes, standard details, and design manuals.

4. The landscaping in all private open-spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.

5. The landscaping in all rights-of-ways shall be maintained by the adjacent property owner or property owners' association.

6. The developer shall be required to install landscaping in the arterial street median(s) adjoining this project. In the event that the landscaping already exists within such median(s) the developer shall be required to upgrade such landscaping to meet current City Standards.

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

8. Lot coverage shall not exceed sixty percent (60%) of each lot area.

9. Minimum setbacks shall be as provided below and further detailed in the Development Booklet:

Property Line	Building Setback
Front Yard	20 ft. from back of sidewalk to garage door 13 ft. from property line to livable
Side Yards	5 ft. for each side
Rear Yard	10 ft.; Accessory buildings 5 ft.

Attachments

Ordinance No. 5099
Vicinity Maps
2004 Approved Geneva Estates Plan
Viviendo- Site Plan
Development Booklet
Public Comments

ORDINANCE NO. 5099

AN ORDINANCE OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING A PARCEL FROM PLANNED AREA DEVELOPMENT (PAD) FOR NEIGHBORHOOD COMMERCIAL AND CONGREGATE CARE TO PLANNED AREA DEVELOPMENT (PAD) FOR SINGLE-FAMILY RESIDENTIAL IN CASE PLH23-0056 (VIVIENDO) LOCATED AT THE SOUTHEAST CORNER OF OCOTILLIO AND MCQUEEN ROADS WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR PENALTIES.

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

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

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

WHEREAS, the City Council has considered the probable impact of this ordinance on the cost to construct housing for sale or rent; and

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

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

Section 1. Legal Description of Property:

EXHIBIT 'A'

Said parcel is hereby rezoned from PAD for Neighborhood Commercial and congregate care to PAD for single-family residential and a City Park, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled, "Viviendo" and kept on file in the City of Chandler Planning Division, in File No. PLH23-0056, modified by such conditions including at the time the Booklet was approved by the Chandler City Council and/or as therefore amended, modified, or supplemented by Chandler City Council.

2. Uses permitted shall be single-family dwelling, with a minimum lot size of 4,500 square feet.

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

4. The landscaping in all private open spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.

5. The landscaping in all rights-of-ways shall be maintained by the adjacent property owner or property owners' association.

6. The developer shall be required to install landscaping in the arterial street median(s) adjoining this project. In the event that the landscaping already exists within such median(s) the developer shall be required to upgrade such landscaping to meet current City Standards.

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

8. Lot coverage shall not exceed sixty percent (60%) of each lot area.

9. Minimum setbacks shall be as provided below and further detailed in the Development Booklet:

Property Line	Building Setback
Front Yard	20 ft. from back of sidewalk to garage door 13 ft. from property line to livable
Side yard setbacks	5 ft. for each side
Rear Yard	10 ft.; Accessory buildings 5 ft.

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

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

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

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

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

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2024.

ATTEST:

_____ _____
CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2024.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5099 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2024, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Published:

Exhibit "A"

LEGAL DESCRIPTION
FOR
Viviendo

THE LAND REFERRED TO HEREIN BELOW IS SITUATED CHANDLER, IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:
Parcel No. 1:
That portion of the Northwest quarter of the Northwest quarter of Section 23, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Northwest corner of said Section 23;

Thence South 90 degrees 00 minutes 00 seconds East, along the North line of said Section 23, a distance of 830.04 feet;

Thence South 00 degrees 00 minutes 00 seconds West, a distance of 730.00 feet;

Thence North 90 degrees 00 minutes 00 seconds West, a distance of 840.08 feet to a point on the West line of said Section 23;

Thence North 00 degrees 47 minutes 15 seconds East, along said West line, a distance of 730.07 feet to the point of beginning;

Except any portion lying within Geneva Estates Map of Dedication recorded in Book 746 of Maps, Page 14.

Parcel No. 2:
That portion of the Northwest quarter of the Northwest quarter of Section 23, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northwest comer of said Section 23, Thence South 00 degrees 47 minutes 15 seconds West, along the West line of said Section 23, a distance of 730.07 feet to the point of beginning;

Thence North 90 degrees 00 minutes 00 seconds East, leaving said Westerly line, a distance of 385.04 feet;

Thence South 00 degrees 00 minutes 00 seconds West a distance of 592.18 feet to the South line of the Northwest quarter of the Northwest quarter of said Section 23;

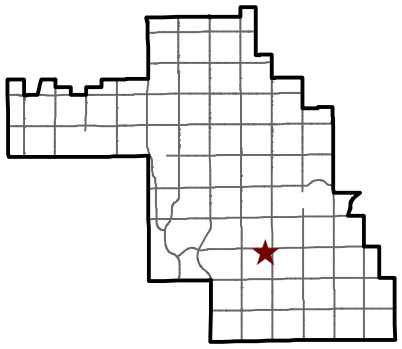
Thence South 89 degrees 58 minutes 26 seconds West a distance of 393.18 feet to a point on the West line of said Section 23;

Thence North 00 degrees 47 minutes 20 seconds East, along said Westerly line a distance of 592.42 feet to the point of beginning;

Except any portion lying within Geneva Estates Map of Dedication recorded in Book 746 of Maps, Page 14; and Except any portion lying within "Geneva Estates", according to the Plat recorded in Book 761 of Maps, Page 9.

PLH24-0012/PLH23-0056/PLT23-0022 Viviendo

Proposed Project Details
Area PlanAmendment/Rezone/PDP/Pre-Plat
15.33 Acres
76 Lot Single Family Subdivision



CHANDLER arizona

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

PLH24-0012/PLH23-0056/PLT23-0022 Viviendo

Proposed Project Details
Area PlanAmendment/Rezone/PDP/Pre-Plat
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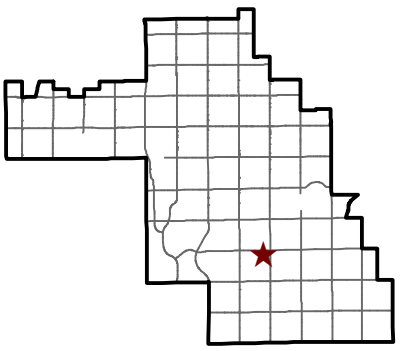
76 Lot Single Family Subdivision



CHANDLER arizona

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

GENEVA ESTATES

Southeast Chandler Area Standards

Incorporated within this plan are the following

1. Average 45' wide landscape setback (measured from the curb line to the fence wall) along arterial streets.
2. Reduced number of homes backing onto arterial streets (less than 50%).
3. Perimeter fence walls adjoining arterial streets will include rural character open-view fencing. Solid fencing will have staggers or material changes occurring at least every 100 feet.
4. Rural character elements including stone, brick, boulevard medians, view openings, and enhanced landscaping, incorporated into entry features.
5. Four sided elevations with a diverse architectural palette, and varied rooflines at rear elevations along arterial and collector streets.

Increased Density Requirements and Options

- A-1 Play-lots/pocket parks (noted on the plans as Amenity Areas) are no greater than 1,320 feet from any dwelling unit.
- A-4 Open space exceeds standard requirement of 10% by a minimum of 2.5%
- A-6 Open space exceeds standard requirement of 10% by a minimum of 7.5%.
- A-9 Looped drive around centralized common space for park/focal point.
- A-12 Provide visible open space with view corridors, to the SanTan Mountains, with a minimum width of 100'.
- A-20 Recreational facilities and amenities with comprehensive streetscape and neighborhood furniture palattes. Two points are earned for the combined provision of multiple amenities including benches in open space and gathering areas, decorative lighting, a neighborhood landscape planting theme, ramadas, tot lots and a sport court. Each ramada will include picnic benches and decorative trash containers.

Subdivision Diversity Elements - REQUIRED

1. Sense of neighborhood arrival.
2. Distinctive project themes.
3. Vehicular access to rear yards.
4. Deeper rear yard setbacks (for two-story dwellings).
5. Irregular shaped retention areas.
6. Retention areas to be usable and accessible.
7. Landscaped parkway (minimum 10' width along arterials).
8. Staggers and breaks in perimeter walls.

Subdivision Diversity Elements - OPTIONAL

minimum 10 points required

1. Curvilinear street system.
2. Cul-de-sacs with a diversity feature or access to common open space.
3. View fencing along arterial and collector streets.
5. Group wider side yards.
7. Wider corner lots (10 ft. wide landscape tract on street side).
9. Provide a mix of garage orientations.
11. Stagger the rear setback lines.
12. Landscaped open spaces (visible from arterial streets).
20. 20 ft landscaped parkway (along arterial streets).
21. Other subdivision features (cul-de-sac islands & solar orientation).

Site Legend

- (A) Low Accent Wall With Columns
- (B) 6' High Theme Wall ———
- (C) 2 Rail Fence ----------
- (D) 6' High View Wall - - - - -
- (E) Existing CMU Wall — — —
- (F) 6' High, 4" CMU Wall — — —
- (G) Amenity Area
  Typical Area Would Include:
  Sport Court
  Ramada
  Tot Lot
  Picnic Table
  BBQ
  Benches
- (H) 8' Wide Concrete Paseo
- (I) Water Feature

Site Data

planned area development

Zone	Net Area in Acres	Total Units	Du/acre	Total Gross Acres
PAD	99.19	268	2.70	102.34

Minimum Lot Dimensions	Lot Size along Arterials	75' X 135' (10,135 SF)
	Interior Lot Size	73' x 126' (9,344 SF)

Percentage in open space	17.59%	17.76 ac
Arterial R/W	3.22 ac	

PDSA
LAND PLANNERS / LANDSCAPE ARCHITECTS
PD/SAURREY ASSOCIATES
3850 EAST BASELINE ROAD, SUITE 117
MESA, AZ 85206 (480) 633-9569

REGISTERED LANDSCAPE ARCHITECT 13240 PAUL D. SAURREY ARIZONA, U.S.A.

Site Plan

Exhibit 1

9-16-04

Approved Geneva Estates 2004

LEGEND

GROSS SITE AREA:	18.8 AC.
NET SITE AREA:	15.33 AC.
PROPOSED ZONING:	PAD
# OF LOTS:	76
NET SITE DENSITY:	4.9 DU/AC
MIN. LOT SIZE:	46'X106'
GENEVA ESTATES AREA:	97.02 + 15.33 = 112.35 AC
PROP. TOTAL LOT COUNT:	268 + 76 = 344 UNITS
PROP. OVERALL DENSITY:	344 / 112.35 = 3.06 DU/AC
REQ. USEABLE O/S PER SECAP:	17.5%(2.7 AC)
PROV. USEABLE O/S:	18% (2.8 AC)
PROV. TOTAL O/S:	23% (3.5 AC)

SETBACKS:

FRONT:	20' FROM BACK OF S/W TO FACE OF GARAGE, 13' FROM P.L. TO LIVABLE
REAR:	10', 5' FOR AN ACCESSORY BUILDING
SIDE:	5'-5'

* COMMUNITY MAILBOX

LOTS W/ SINGLE-STORY RESTRICTION

LOTS W/ 40' MIN. REAR STBK TO 2ND STORY ELEMENTS

Copyright RVi

Aerial Photography Date:

RVi
4900 N. Scottsdale Rd. Suite 1200
Scottsdale, Arizona 85251
Tel: 480.994.0994
www.rviplanning.com

VIVIENDO • SITE PLAN

CHANDLER, AZ
2024-04-16
23003921
K.HOVNANIAN

0 100' 200'
SCALE: 1" = 200'-0"

Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.

L:\23003921-VIVIENDA (KHOV)\06 PLANNING\02 CAD\03 SITE PLANS\RVI-3921-5TH-VIVIENDO PLANNED AREA DEVELOPMENT.dwg

Viviendo – K. Hovnanian Homes
SEC McQueen & Ocotillo

PROJECT NARRATIVE
PLH23-0056 & PLH24-0012

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Mesa, AZ 85204
Phone: (480) 461-4670

Pew & Lake, P.L.C.
Real Estate and Land Use Attorneys

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120 South Ash Avenue Suite 201
Tempe, AZ 85281
Phone: (480) 994-0994

RVi

On Behalf of:

K. Honvanian Homes
20830 N Tatum Blvd Suite 250
Phoenix, AZ 85050

K Hovnanian Homes

April 16, 2024

Introduction

Pew & Lake PLC., on behalf of our client, K. Hovnanian Homes, is pleased to submit this request for a single-family residential development on approximately 15.33 net acres of property located at the southeast corner of Ocotillo Road and McQueen Road. The overall project site is shown below, outlined in blue. It is currently vacant and zoned PAD in support of Commercial uses in the City of Chandler.

Figure 1 – Site Aerial

Request

The Applicant requests the following to the City of Chandler:

1. Rezoning from PAD in support of Commercial uses to PAD in support of Single-Family Residential with a Preliminary Development Plan (PDP).

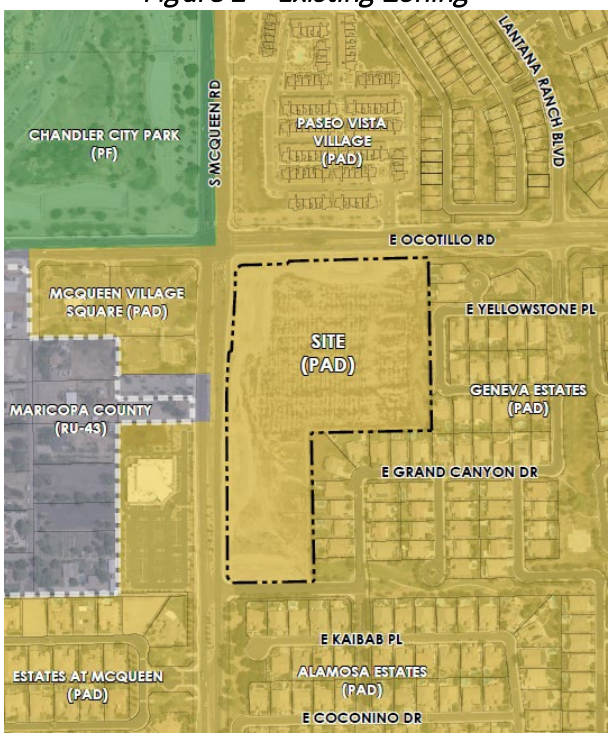
Existing Site Conditions

The property is currently vacant and surrounded by complementary residential and commercial uses. Immediately to the west is the McQueen Village Square commercial shopping center. To the north is a single-family condo subdivision and public park. To the east is the Geneva Estates residential community. The south boundary is Alamosa Estates residential community.

Table 1 – Relationship to Surrounding Properties

Direction	Existing Use
North	Park/Residential
East	Residential
South	Residential
West	Church/Commercial
Project Site	Vacant

Figure 2 – Existing Zoning



General Plan Designation

The City of Chandler General Plan land use designation for this site is "Neighborhood". The adopted 2016 General Plan provides flexibility in the Neighborhood Land Use Classification for a range of residential densities. Furthermore, the City has matured and has now grown to the point where large developable land parcels are few and infill or redevelopment is how most future development will occur.

Additionally, the site is within the Southeast Area Plan which allows a maximum density of 3.5 du/ac. Currently, Geneva Estates is 97.02 net acres with 268 lots. With the addition of the Viviendo 15.33 net acres and 76 lots, the overall net area will become 112.42 acres offering 344 lots. The result of the added acreage and lots is an aggregate density of 3.06 du/ac. Therefore, the proposed rezoning is consistent with the Southeast Area Plan designations.

The consideration of medium-density single-family residential in this location is warranted as can be demonstrated with the following elements and policies of the City's General Plan:

- Medium-density residential (3.5-12 dwelling units per acre) can be considered for infill parcels in areas located between land uses of different intensities where a transitional use or density gradation is advisable, or as a component of a mixed-use development. Medium-density residential may be located along arterial roads, freeway corridor, adjacent to employment and commercial areas, regional parks, or major recreation facilities, or as part of an approved neighborhood or area plan where compatibility, transition, or other justification warrant approval.

Viviendo is located along two arterials, McQueen and Ocotillo Roads, and surrounded by a range of densities and uses. The community offers compatible and complimentary residential use adjacent to single-family subdivisions.

- Land Use & Development Policy 1.1.1(f) Encourage compatible infill projects.

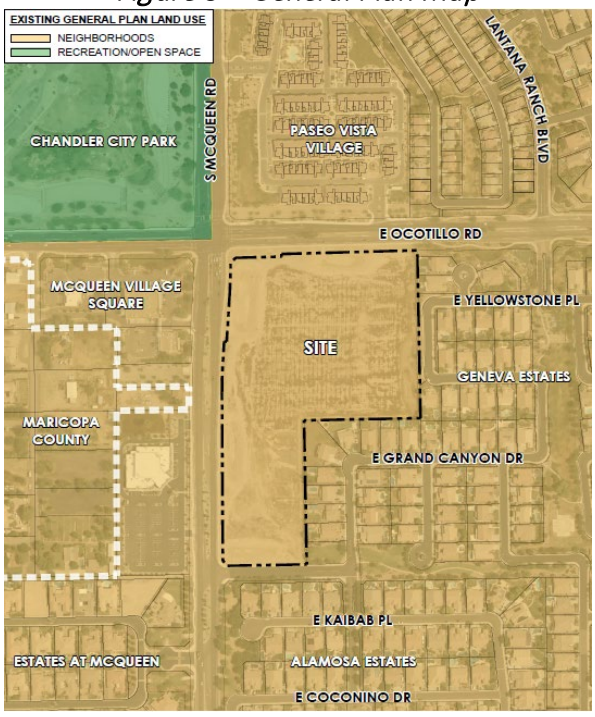
- Housing & Neighborhoods Policy 1.1.2 (a), 1.1.2 (b) Provide for a variety of housing choices for all income levels and promote a compatible mix of housing types in infill areas.

- Growth Areas: It is important to note that there are infill lots and parcels that will be redeveloped outside of these growth areas. Chandler encourages infill and redevelopment to occur in appropriate areas throughout Chandler.

- Infill: Development of vacant lands in predominantly built-up portions of the community or redevelopment of properties that are underutilized so as to make the most efficient use of existing infrastructure and attain higher economic return from real estate.

The proposed development offers a housing product at 4.9 DU/AC (gross density) which is truly an asset to the City by bringing to the market the highly demanded, but often overlooked "Missing Middle" housing option. Most residential development either focuses on single-family at or just below 4 DU/AC or multi-family over 12 DU/AC. There is a gap in the housing that should be provided and is needed. As an infill parcel, this development is at a great location and provides an appropriate transition.

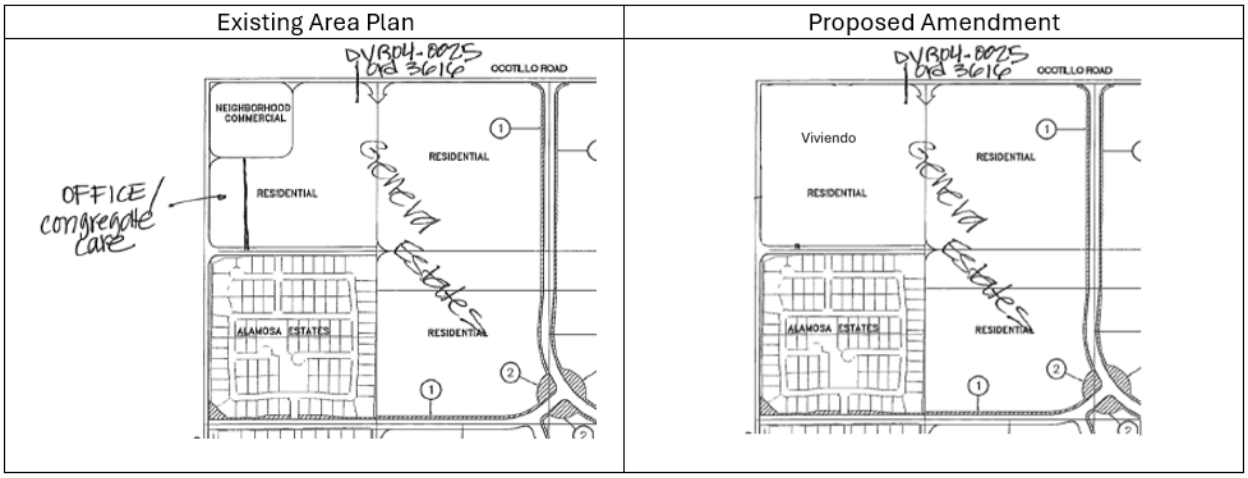
Figure 3 – General Plan Map



Section 23 Area Plan Amendment

To accommodate the proposed residential project, the applicant is requesting to amend the Section 23 Area Plan. Currently, the Section 23 Area Plan includes Neighborhood Commercial at the intersection of Ocotillo and McQueen Roads and Office / Congregate Care along McQueen Road. The balance of the site is designated as residential. The request to amend the area plan includes changing the Neighborhood Commercial and Office / Congregate Care to residential. ***Figure 4*** below illustrates the Section 23 Area Plan Amendment.

Figure 4 – Section 23 Area Plan Amendment



Residential Development Standards

Viviendo has been thoughtfully designed in compliance with the City's Residential Design Standards. The proposal consists of 76 residential lots on 15.33 gross acres, with the primary gated entry on Ocotillo Road and the secondary gated entry along Alamosa Drive. The relatively small parcel is located near developed residential neighborhoods, but the physical barriers of the surrounding area preclude expansion making it a prime location for infill.

The community offers 23% open space with an amenity park centrally located in the project and a walking trail throughout with access to the arterials. The lots are a minimum of 4,922 square feet and offer a detached single family housing product. Front setbacks are 13 feet minimum to livable space; 20 feet minimum to front facing garage from back of sidewalk. Side setbacks are 5 feet minimum and rear setbacks are a minimum of 10 feet and 5 feet for an accessory building. Lots 10, 37, 32, 41, 47, 49, 58, 60, 67, 70, 76, will offer a rear yead setback of 40 feet for the second story elements.

The subdivision offers 39-foot-wide private streets, which will accommodate ample guest parking on one side of the street. In addition, each home will provide two car garages and two car driveways accommodating four parking spaces for each home.

Entry, walls, signage

A primary entry monument shall be located on Ocotillo Road and the secondary entry monument will be on Alamosa Drive. The monument shall incorporate a variety of materials including split face block, smooth face block, and founders finish block. Ground mounted lighting shall be provided to illuminate the monument as well as accent larger box trees immediately adjacent.

Along the western, northern and southern perimeters/entries of the project, theme walls will separate the development from the arterial roads. Theme walls are also provided throughout the community. A dooley wall is proposed within the community between lots 18 and 19. A seat wall is proposed in the amenity area. Additionally, the amenity area will offer retaining walls with partial view fencing. The partial view fence will be constructed to provide 3.5 ft of exposed retaining wall below a 6-foot wall. The 6-foot wall will be 4 feet of block with 2 feet of view fencing on top.

Amenities & Open Space

Over 3 acres of open space is provided, and the community is thoughtfully landscaped (see landscape plan). The amenity area will include a tot lot, ramada, and grass area. A dog park has been designed in the northwest corner near the McQueen Road and Ocotillo Road intersection.

Landscaping

As seen on the included landscape plan, the Viviendo community will provide perimeter landscaping along McQueen Road and Ocotillo Road and a passive open space / retention area is located near the intersection, the main entrance, between lots 49 and 50, and along Alamosa Drive.

Subdivision Layout Diversity

As further described below, Viviendo demonstrates that the residential proposal incorporates several of the Subdivision Diversity Elements. The plan satisfies six of the required Subdivision Diversity Elements and three of the optional Diversity Elements, see in the table on the next page.

Table 2 – Subdivision Diversity Elements

Element Number	Required Diversity Element	Explanation
1	Sense of neighborhood arrival	Project monumentation will be provided at both entrances to the community. These elements will include material and color themes that are prevalent throughout the community
2	Distinctive project themes	Thematic elements found throughout the community include expression of rural themes including red brick and color tones that are common throughout the area.
5	Irregular shaped retention basins	Because the project is located on a site that was originally planned for commercial uses creativity with open space is limited. However, the project contains multiple locations that are irregularly shaped retention areas, long narrow amenity shaped retention area.
6	Design and improve retention areas to be useable and accessible	The dog park has been designed with the retention basin in the NWC
7	Provide a minimum 10- foot landscape parkway from ROW link to fence in a common are when lots back onto an arterial street and 5 feet when backed to a local collector	The landscape parkway along the arterial streets is greater than 10’
8	Provide staggers or other visual breaks in perimeter fence walls adjoining arterial streets	The rear lot walls along the perimeter are staggered 5’ every couple of lots.
Element Number	**Optional Diversity Element**	**Explanation**
6	Provide different lot widths (at least 5-ft differential)	All lots are 46’ wide.
7	Widen corner lots by at least 10 feet more than interior lots on same block or include a 10-foot-wide landscape tract on the street side of the lot.	10’ landscape tracts are provided throughout.
20	Provide a minimum 20-foot landscape parkway along arterial streets, measured from the ROW line to the fence.	This standard is met and, in many places, exceeded.

Development Standards

Below are the development standards proposed for the Viviendo residential subdivision. The lots are a minimum of 4,922 square feet with typical dimensions of 46 feet wide by 107 feet deep. Each garage is proposed to be pre-wired to provide 240V electrical capacity necessary to accommodate future electric vehicle charging equipment. The table on the next page outlines the proposed development standards.

Table 3- Proposed Development Standards

Standard	**Proposed PAD**
Front Setback	20’ from Back of Sidewalk to garage. 13’ from livable/porch
Rear Setback*The rear yard setback for an accessory building shall be a minimum of 5 feet.	10’
Homes on lots 10, 37, 32, 41, 47, 49, 58, 60, 67, 70 and 76 Rear Setback*The rear yard setback for an accessory building shall be a minimum of 5 feet.	40’ Minimum rear setback to second story elements
Side Setback	5’-5’
Building Height	30’
Density (Maximum)	6.0 du/ac
Common Open Space	20%
Lot coverage	60%

Housing Product Architecture

The proposed Viviendo subdivision will provide high quality architecture that represents a combination of Contemporary, Spanish Modern, and Hacienda styles. Four-sided architecture has been provided on all homes throughout the community. Each style has three different design options provided to further enhance the character and uniqueness of the community. Additionally, each architectural style will incorporate specific details, some examples of the details are window trim, shutters, board and batten siding, masonry veneer, corbels, parapets, window girds, and stuccos control joints.

The homes will be one or two stories and range in size from approximately 2,084 SF to approximately 3,352 SF. All home designs include front doors and covered entry/porches that are visible from the street. The garage styles, locations, and coach lights further diversify the design and de-emphasize garage fronts. The image below illustrates the diversity of design and the unique collection of architectural styles.

As previously discussed, the proposed housing product meets the City’s Architectural Diversity Standards and is demonstrated by specifically meeting the following elements outlined in the tables on the next pages.

ARCHITECTURAL DIVERSITY STANDARDS - REQUIRED 9 ELEMENTS	
1. Provide four-sided architecture especially for portions of building visible from arterial street	Four-sided architectural design has been provided on all homes/elevations by incorporating design elements including stucco window popouts, window mullions, shutters, stucco control joints, gable vents, varied roof and massing designs, and soffit treatments to all side/rear elevations.
2. De-emphasize garage fronts	The home designs de-emphasize the garages by providing livable and porch elements in front of the garage massing. Furthermore there are varying garage massing, roof lines, garage door designs, and coach lights to promote diversity and de-emphasizing garage fronts.
3. Front door or courtyard entry to be visible from street	All home designs include front doors and covered entry/porches that are visible from the street.
4. Single-story or combination one- and two-story homes on all corner lots	Combination of one and two story homes are proposed on corner lots.
5. Enhanced rear elevations along arterial and collector streets and open spaces	All homes/elevations include four-sided architecture that represent the style of architecture from all sides and vantage points.
6. Variety of roofing colors, textures, and shapes	Each elevation character will have style specific color schemes and roof tile colors and profiles including both concrete S and flat tiles. The varied use of gables and hips promote building mass diversity.
7. Durable exterior materials and finishes (brick, masonry, stone, stucco facades)	Durable exterior finishes include stucco, engineered wood composite board and batten siding, masonry veneer, and concrete roof tiles.
8. Box-on-box (two-story) homes to include a single-story element on rear elevations or second story plan changes or multiple roof designs	All home designs include single story elements, mass offsets, and varied roof designs at the rear elevations.
9. Standard covered rear patios on all floor plans	All home designs include a standard covered patio at the rear of the home.

ARCHITECTURAL DIVERSITY STANDARDS - OPTIONAL ELEMENTS (MINIMUM REQUIRED - 7 POINTS)	
1. Provide at least 3 significant architectural style differences	Three architectural styles are proposed in Spanish Modern, Hacienda, and Contemporary elevation characters.
2. Prohibit the same front elevation on adjoining homes or across the street	To promote street scene diversity, no identical plan and elevation will be allowed adjacent to or across from one another regardless of color scheme.
3. Standard feature stone, brick, or accent façade material on at least one elevation for each floor plan available	Masonry veneer will be standard on the Craftsman elevations, board and batten siding is a standard material on Farmhouse elevations, masonry veneer and horizontal siding is a standard material on the Contemporary elevations.
4. Provide distinctive architectural details on all elevations; covered front porches, covered front entries, door & window details, roof features, etc.	Each architectural style incorporates style specific details, materials, colors, and massing. Examples include window trim, shutters, board and batten siding, masonry veneer, corbels, window grids, stucco control joints among others.
5. Provide screening or other accommodation for trash bins, recycling bins, household tools and equipment	Trash/recycle bins will be stored in garage or behind the side yard gate. A/C condensers are also located behind the side yard fence return.
10. Provide a variety of front yard landscape packages installed by builder	K. Hovnanian will offer a choice of (3) three distinct front yard landscape packages available to the buyer and installed by the builder.
12. Provide four-sided architecture throughout subdivision	Four-sided architectural design has been provided on all homes/elevations throughout the community.

Conclusion

With the development of this property, K Hovnanian will introduce a new type of housing product into this established part of Chandler. The applicant and K. Hovnanian look forward to working with the City of Chandler Planning and Engineering staff to design an outstanding community for the City of Chandler.

EXISTING GENEVA ESTATES PAD DENSITY						
DEVELOPMENT	**MARICOPA COUNTY RECORDING NUMBER**	**NUMBER OF LOTS**	**NET ACREAGE**	**DENSITY (DU/NET AC)**	**ACREAGE OF OPEN SPACE**	**PERCENT OPEN SPACE**
GENEVA ESTATES	BOOK 761 PAGE 9	268	97.02	2.76	18.0	19%

PROPOSED GENEVA ESTATES PAD DENSITY						
DEVELOPMENT	**MARICOPA COUNTY RECORDING NUMBER**	**NUMBER OF LOTS**	**NET ACREAGE**	**DENSITY (DU/NET AC)**	**ACREAGE OF OPEN SPACE**	**PERCENT OPEN SPACE**
GENEVA ESTATES	BOOK 761 PAGE 9	268	97.02	2.76	18.0	19%
VIVIENDO	N/A	76	15.33	4.96	3.5	23%
TOTAL		**344**	**112.35**	**3.06**	**21.5**	**19%**

LEGEND

GROSS SITE AREA:	18.8 AC.
NET SITE AREA:	15.33 AC.
PROPOSED ZONING:	PAD
# OF LOTS:	76
NET SITE DENSITY:	4.9 DU/AC
MIN. LOT SIZE:	46'X106'
GENEVA ESTATES AREA:	97.02 + 15.33 = 112.35 AC
PROP. TOTAL LOT COUNT:	268 + 76 = 344 UNITS
PROP. OVERALL DENSITY:	344 / 112.35 = 3.06 DU/AC
REQ. USEABLE O/S PER SECAP:	17.5% (2.7 AC)
PROV. USEABLE O/S:	18% (2.8 AC)
PROV. TOTAL O/S:	23% (3.5 AC)

SETBACKS:

FRONT:	20' FROM BACK OF S/W TO FACE OF GARAGE, 13' FROM P.L. TO LIVABLE
REAR:	10', 5' FOR AN ACCESSORY BUILDING
SIDE:	5'-5'

* COMMUNITY MAILBOX

LOTS W/ SINGLE-STORY RESTRICTION

LOTS W/ 40' MIN. REAR STBK TO 2ND STORY ELEMENTS

Copyright RVi

Aerial Photography Date:

RVi
4900 N. Scottsdale Rd. Suite 1200
Scottsdale, Arizona 85251
Tel: 480.994.0994
www.rviplanning.com

VIVIENDO • SITE PLAN

CHANDLER, AZ
2024-04-16
23003921
K.HOVNANIAN

0 100' 200'
SCALE: 1" = 200'-0"

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L:\23003921-VIVIENDA (KHOV)\06 PLANNING\02 CAD\03 SITE PLANS\RV-3921-5TH-V\VIENDO PLANNED AREA DEVELOPMENT.dwg

LEGEND

GROSS SITE AREA:	18.8 AC.
NET SITE AREA:	15.33 AC.
PROPOSED ZONING:	PAD
# OF LOTS:	76
NET SITE DENSITY:	4.9 DU/AC
MIN. LOT SIZE:	46'X106'
GENEVA ESTATES AREA:	97.02 + 15.33 = 112.35 AC
PROP. TOTAL LOT COUNT:	268 + 76 = 344 UNITS
PROP. OVERALL DENSITY:	344 / 112.35 = 3.06 DU/AC
REQ. USEABLE O/S	
PER SECAP:	17.5%(2.7 AC)
PROV. USEABLE O/S:	18% (2.8 AC)
PROV. TOTAL O/S:	23% (3.5 AC)

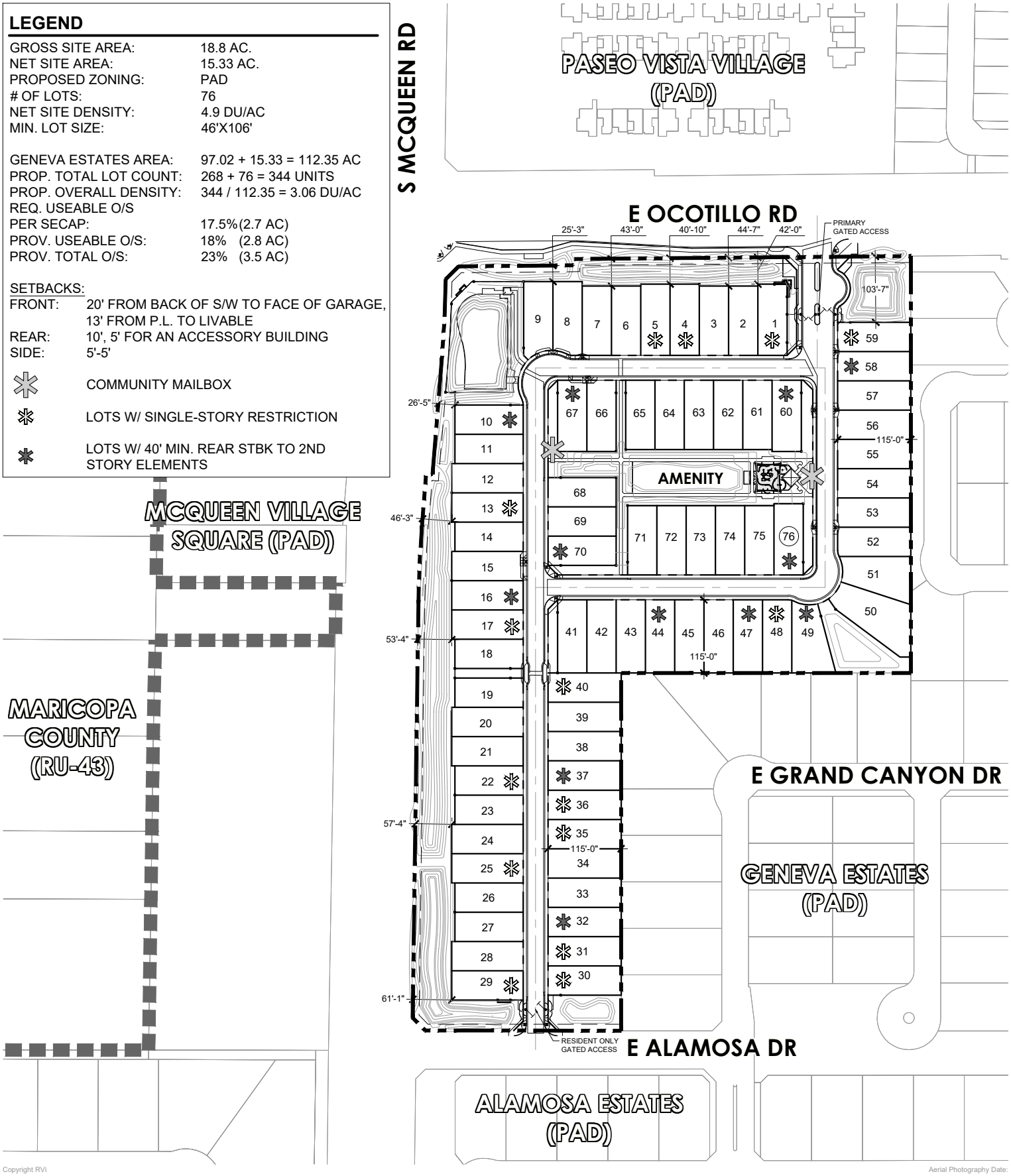
SETBACKS:

FRONT:	20' FROM BACK OF S/W TO FACE OF GARAGE, 13' FROM P.L. TO LIVABLE
REAR:	10', 5' FOR AN ACCESSORY BUILDING
SIDE:	5'-5'

✱ COMMUNITY MAILBOX

✱ LOTS W/ SINGLE-STORY RESTRICTION

✱ LOTS W/ 40' MIN. REAR STBK TO 2ND STORY ELEMENTS



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VIVIENDO • SITE PLAN

CHANDLER, AZ
2024-04-16
23003921
K.HOVNANIAN

0 100' 200'
SCALE: 1" = 200'-0"

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PLANT PALETTE

TREES

BOTANICAL NAME	COMMON NAME
Acacia mulga	*Mulga*
Acacia stenophylla	*Shoestring Acacia*
Caesalpinia mexicana	*Mexican Bird-of-Paradise*
Prosopis glandulosa 'Maverick'	*Texas Honey Mesquite*
Prosopis chilensis 'Leslie Roy'	*Thornless Mesquite*
Pistacia x 'Red Push'	*Red Push Pistache*
Quercus virginiana 'Joan Lionetti'	*Joan Lionetti Live Oak*
Sophora secundiflora 'Silver Peso'	*Silver Texas Mountain Laurel*
Ulmus parvifolia	*Chinese Evergreen Elm*

SHRUBS & ACCENTS

BOTANICAL NAME	COMMON NAME
Caesalpinia pulcherrima	*Red Bird-of-Paradise*
Calliandra californica	*Baja Fairy Duster*
Dodonaea viscosa 'Purpurea'	*Purple Hopseed Bush*
Eremophilia hygrophana	*Blue Bells*
Eremophilia maculate 'Valentine'	*Valentine Emu Bush*
Hesperaloe parvilora	*Red Yucca*
Leucophyllum langmaniae 'Lynn's Legacy'	*Lynn's Legacy Sage*
Leucophyllum zygophyllum	*Blue Ranger*
Muhlenbergia capillaris 'Regal Mist'	*Regal Mist Muhly*
Muhlenbergia linheimeri 'Autumn Glow'	*Autumn Glow Muhly*
Russelia equisetiformis	*Firecracker Plant*
Tecoma stand 'Gold Star'	*Gold Star Tecoma*

GROUNDCOVER

BOTANICAL NAME	COMMON NAME
Acalypha monstachya	*Raspberry Fuzzies*
Baccharis x 'Starn'	*Dwarf Coyote Bush*
Eremphila glabra 'Mingenew Gold'	*Outback Sunrise Emu Bush*
Lantana x 'New Gold'	*New Gold Lantana*
Lantana montevidensis	*Purple Trailing Lantana*
Rosmarinus officinalis 'Huntington Carpet'	*Trailing Rosemary*
Ruellia brittoniana x 'Katie'	*Katie Ruellia*

LANDSCAPE KEYNOTES

1. 10' LANDSCAPE TRACT
2. TRAFFIC CALMING
3. DOG PARK
4. PERIMETER THEME WALL
5. 5' SIDEWALK
6. MAILBOX
7. TOT LOT
8. PRIMARY ENTRY MONUMENTATION
9. SECONDARY ENTRY MONUMENTATION
10. PRIMARY ENTRY - SWING GATE
11. RESIDENT ONLY ACCESS - SWING GATE
12. PEDESTRIAN GATE
13. PLANTERS

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VIVIENDO• **LANDSCAPE PLAN**

CHANDLER, AZ
2024-04-16
23003921
K.HOVNANIAN

0 100' 200'
SCALE: 1" = 200'-0"

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PLANT PALETTE

TREES

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Sophora secundiflora 'Silver Peso'	*Silver Texas Mountain Laurel*
Ulmus parvifolia	*Chinese Evergreen Elm*

SHRUBS & ACCENTS

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Eremophilia maculate 'Valentine'	*Valentine Emu Bush*
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Leucophyllum zygophyllum	*Blue Ranger*
Muhlenbergia capillaris 'Regal Mist'	*Regal Mist Muhly*
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LANDSCAPE KEYNOTES

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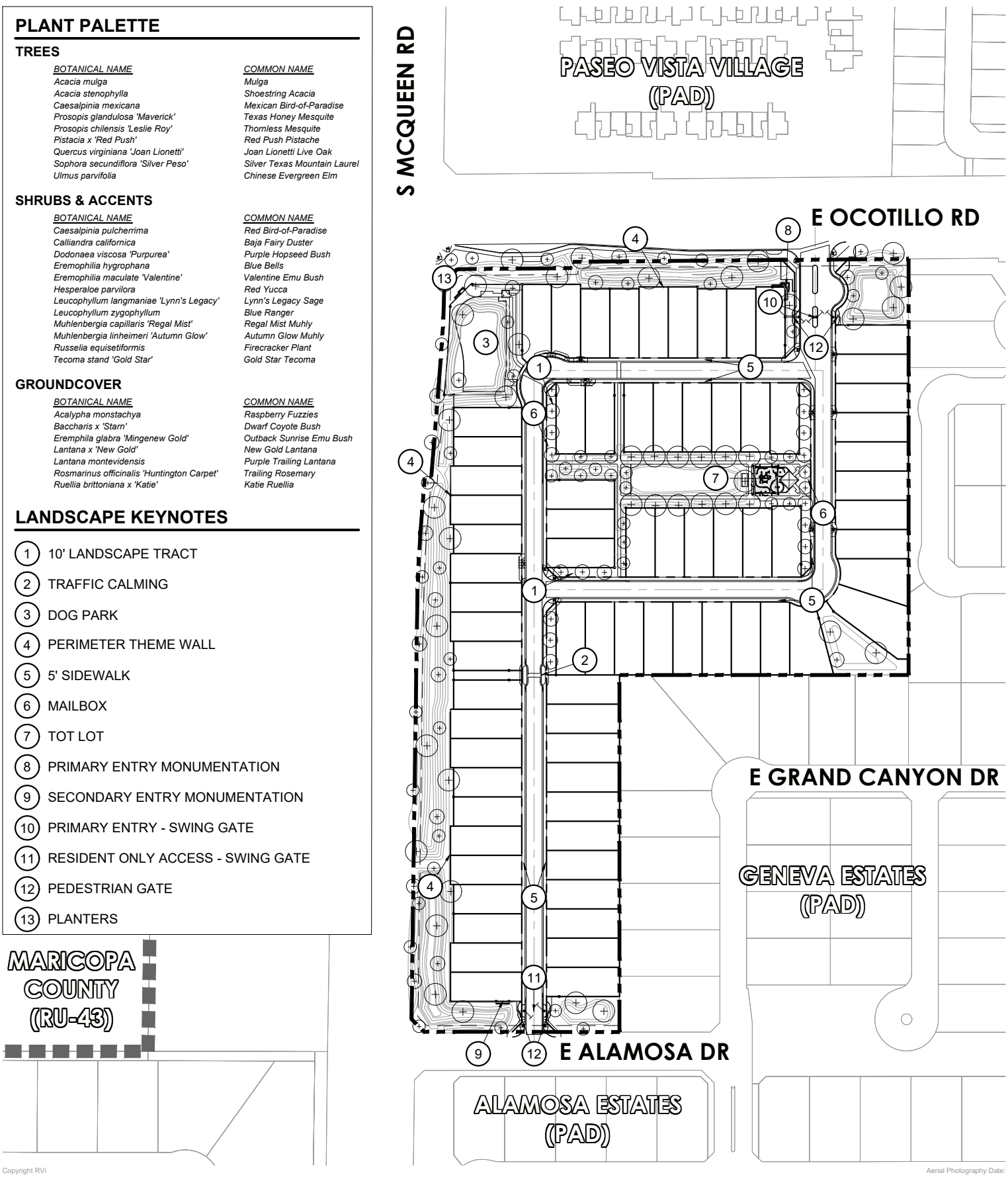
13. PLANTERS



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VIVIENDO • LANDSCAPE PLAN

CHANDLER, AZ
2024-04-16
23003921
K.HOVNANIAN

0 100' 200'
SCALE: 1" = 200'-0"

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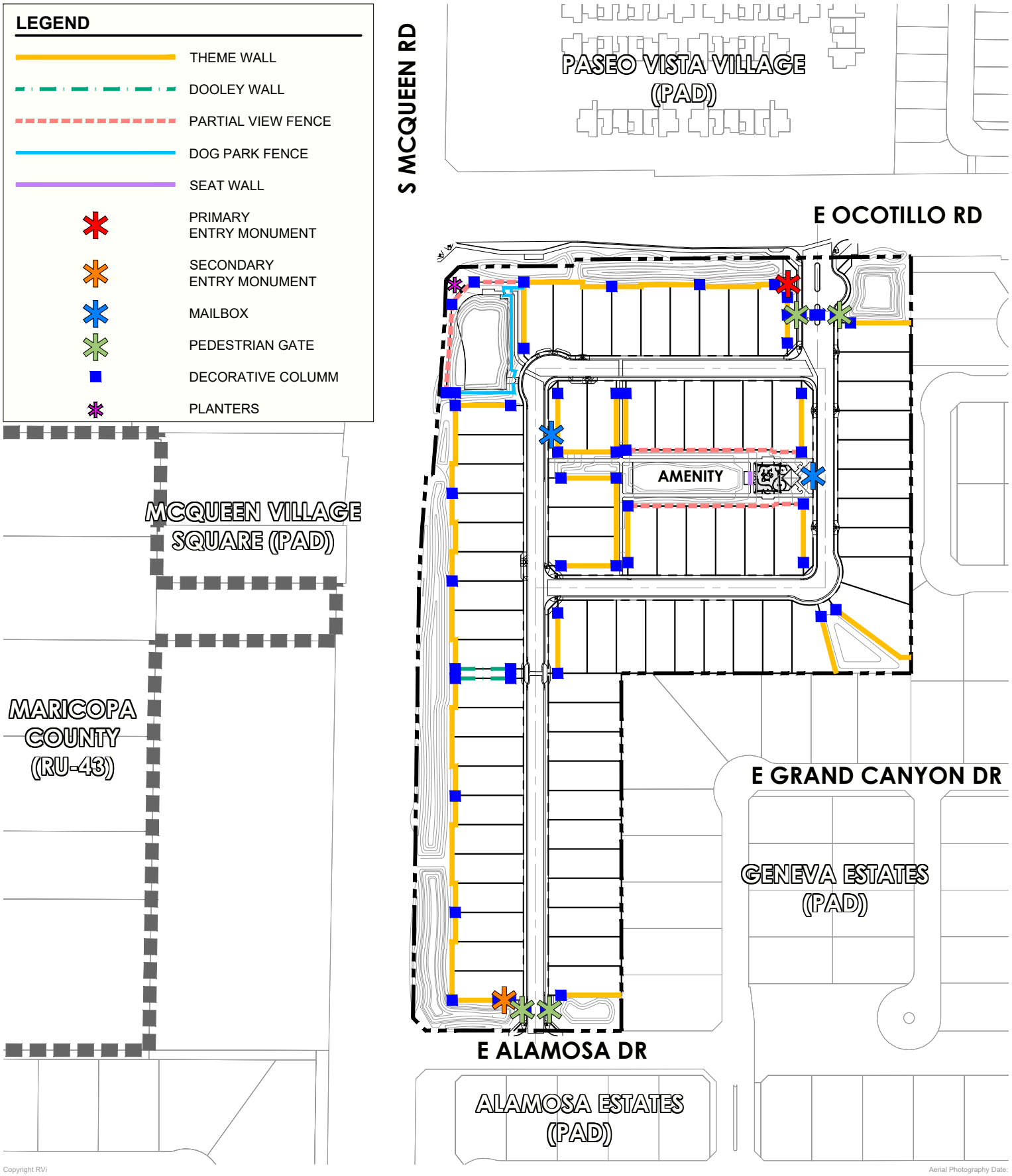

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VIVIENDO • **WALL PLAN**

- CHANDLER, AZ
- 2024-04-16
- # 23003921
- K.HOVNANIAN

0 100' 200'

SCALE: 1" = 200'-0"

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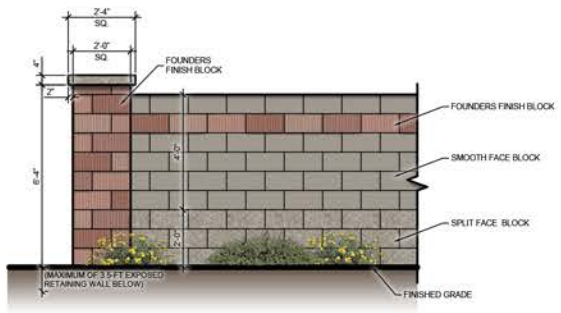
1 PRIMARY ENTRY MONUMENTATION
SCALE: 1/2" = 1'-0"

2 SECONDARY ENTRY MONUMENTATION
SCALE: 1/2" = 1'-0"



3 THEME WALL ELEVATION
SCALE: 1/2" = 1'-0"

4 PARTIAL VIEW WALL ELEVATION
SCALE: 1/2" = 1'-0"

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VIVIENDO • **DETAILS**

CHANDLER, AZ
2024-04-08
23003921
K.HOVNANIAN

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Wainwright 6’ Contour Bench
Anova Furnishings
Item#RCPWC6
Color: Brown Frame, Cedar Slats

PLASTIC SLAT COLOR: **CEDAR**

FRAME COLOR: **BROWN**

Wainwright 45 Gallon Trash Receptacle
Anova Furnishings
Item#RCPWCT
Color: Brown Frame, Cedar Slats

PLASTIC SLAT COLOR: **CEDAR**

FRAME COLOR: **BROWN**

Wainwright 6’ Picnic Table and Benches Set
Anova Furnishings
Item#RCPWT63
Color: Brown Frame, Cedar Slats

PLASTIC SLAT COLOR: **CEDAR**

FRAME COLOR: **BROWN**

Mesa Ramada
Classic Recreation Systems Inc.
Model: Mesa
Color: RAL 7022 for Ramada, RAL 7030 for Frame

RAL 7022 49/72850 38/70022

RAL 7030 49/72890 38/70027

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VIVIENDO • **SITE FURNISHING EXHIBIT**

Chandler, Arizona
April 08, 2024
23003921
K. Hovnanian

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Curva Spinner
Landscape Structures
Model#247179
Color: Limon

Stand-Up Seesaw
Landscape Structures
Model#148638
Color: Tangerine

Saddle Spinner
Landscape Structures
Model#152179
Color: Limon Frame, Denim Chairpiece

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Chandler, Arizona
April 08, 2024
23003921
K. Hovnanian

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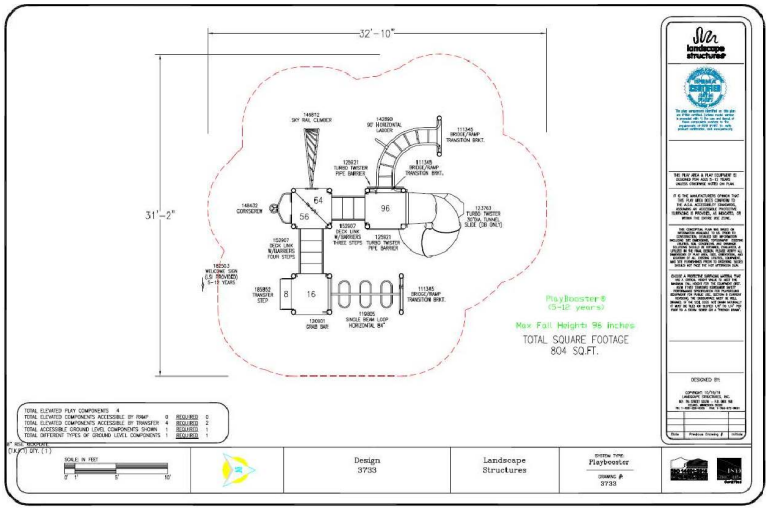
Playbooster Design #3733
Landscape Structures
Palette: AG, Shade Sail: Denim



Grill 21
DuMor
Model#21-00

Dog Waste Station
Dog Waste Depot
SKU: Depot 006-B-GRN
Color: Matte Green (as seen above)

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35' MARKET RATE :: SP-2

2 • PRODUCT MATRIX
3 • SETBACK EXHIBIT :: BASE CONDITION
4 • ELEVATION MATRIX :: FRONT, SIDES & REAR
10 • TYP. STREET SCENES :: FRONT & REAR
11 • STREET SCENES :: LOT SETBACK EXHIBIT
12 • PLAN 1 - CORK - 8047 :: 2,084 S.F.
19 • PLAN 2 - OBAN - 7890 :: 2,554 S.F.
27 • PLAN 3 - REINE - 8065 :: 2,846 S.F.
35 • PLAN 4 - SEAVIEW - 8083 :: 3,352 S.F.
43 • SPANISH MODERN DETAILS
44 • HACIENDA DETAILS
45 • CONTEMPORARY DETAILS

Design Review | (75) 46' x 106' 109' 112' Lots

Viviendo :: Chandler, AZ

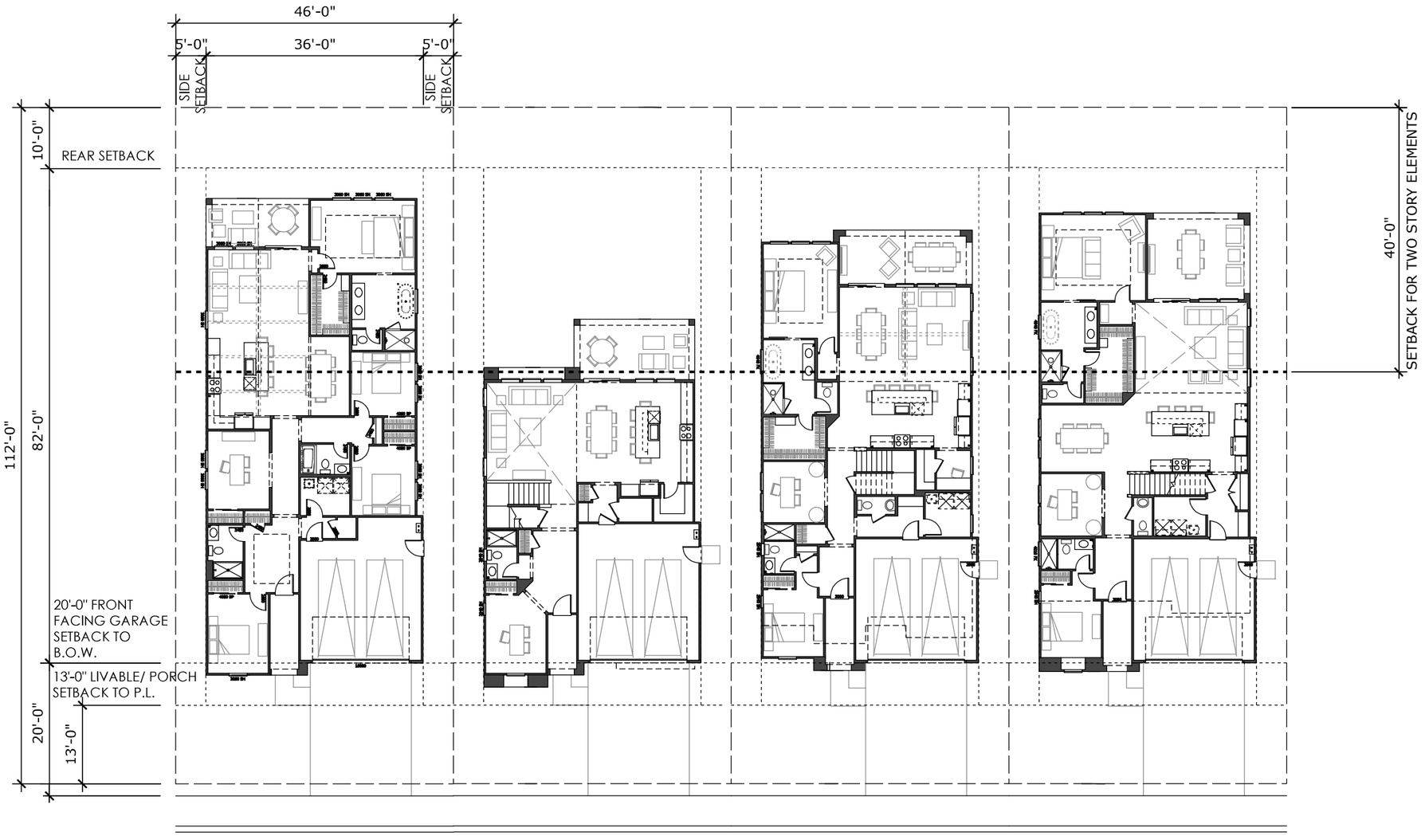
02/02/2024

KHovnanian Homes

AZD Viviendo - Chandler, AZ

35' Market Rate - Spec 2				(75) 46' x 106', 109', 112' Lots												
	Floors	Livable SF	Width	Base Depth	Max Depth	Bed Dn	Bed Up	Bath	Home Office	Loft	Esuite+	HovHub	HovHall	Laundry	Garage	Patio
Plan 1 - #8047 *Cork*	*1*	*2,084*	*34'-11"*	*78'-11"*	*84'-11"*	4 (Opt. 5)	***N/A***	3	1	***N/A***	***N/A***	***N/A***	1	***N/A***	2 CAR F	*Standard*
Plan 2 - #7890 *Oban*	*2*	*2,554*	*34'-11"*	*60'-11"*	*64'-11"*	0 (Opt. 1)	3 (Opt. 4)*	3	1	1	***N/A***	***N/A***	1	UP	2 CAR F	*Standard*
Plan 3 - #8065 *Reine*	*2*	*2,846*	*34'-11"*	*72'-11"*	*76'-11"*	2*	3	3.5	1	1	***N/A***	1	1	DN	2 CAR F	*Standard*
Plan 4 - #8083 *Vienne*	*2*	*3,352*	*34'-11"*	*75'-11"*	*75'-11"*	2*	4	4.5	1	1	***N/A***	***N/A***	1	DN	2 CAR F	*Standard*

** Identifies location of Owners Bedroom*



CORK
PLAN 1 - #8047
FORM UA - SPANISH MODERN
2,084 SQ. FT. :: 35'-11" x 69'-11"

OBAN
PLAN 2 - #7890
FORM UA - SPANISH MODERN
2,554 SQ. FT. :: 29'-11" x 61'-4"

REINE
PLAN 3 - #8065
FORM UA - SPANISH MODERN
2,846 SQ. FT. :: 28'-8" x 63'-11"

VIENNE
PLAN 4 - #8083
FORM UA - SPANISH MODERN
3,352 SQ. FT. :: 28'-8" x 71'-7"

SETBACK EXHIBIT - BASE HOUSE
SCALE :: 1" = 20'-0"

PLAN 1 - CORK (#8047)

PLAN 2 - OBAN (#7890)

PLAN 3 - REINE (#8065)

PLAN 4 - VIENNE (#8083)

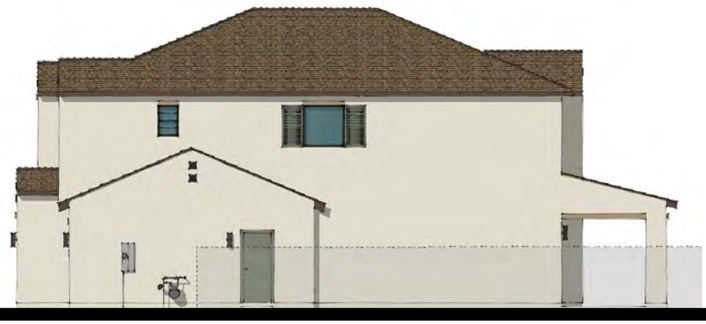
SPANISH MODERN (FORM - UA)

HACIENDA (FORM - XA)

CONTEMPORARY (FORM - ZA)

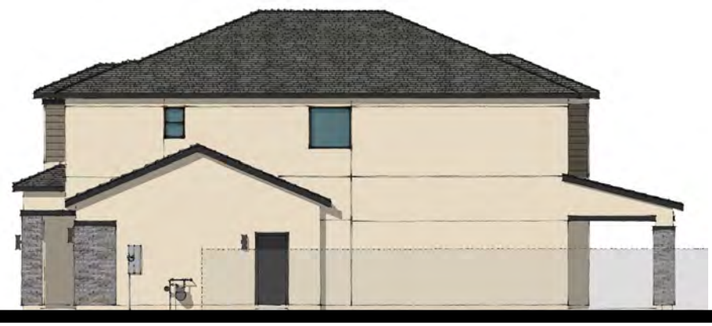
PLAN 1 - CORK (#8047)

PLAN 2 - OBAN (#7890)



SPANISH MODERN (FORM - UA)

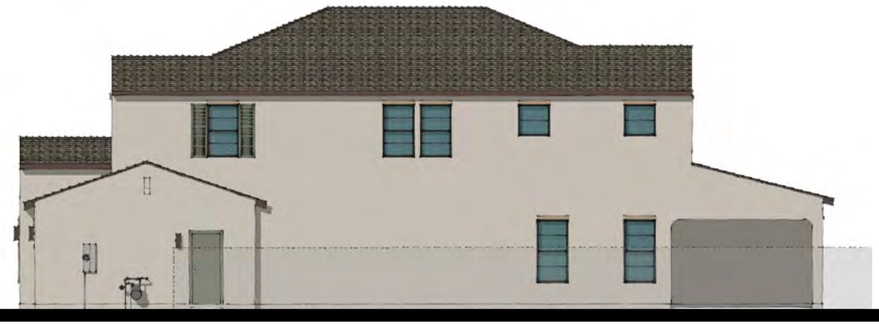
HACIENDA (FORM - XA)



CONTEMPORARY (FORM - ZA)

PLAN 3 - REINE (#8065)

PLAN 4 - VIENNE (#8083)



SPANISH MODERN (FORM - UA)

HACIENDA (FORM - XA)

CONTEMPORARY (FORM - ZA)

PLAN 1 - CORK (#8047)

PLAN 2 - OBAN (#7890)

PLAN 3 - REINE (#8065)

PLAN 4 - VIENNE (#8083)

SPANISH MODERN (FORM - UA)

HACIENDA (FORM - XA)

CONTEMPORARY (FORM - ZA)

PLAN 1 - CORK (#8047)

PLAN 2 - OBAN (#7890)

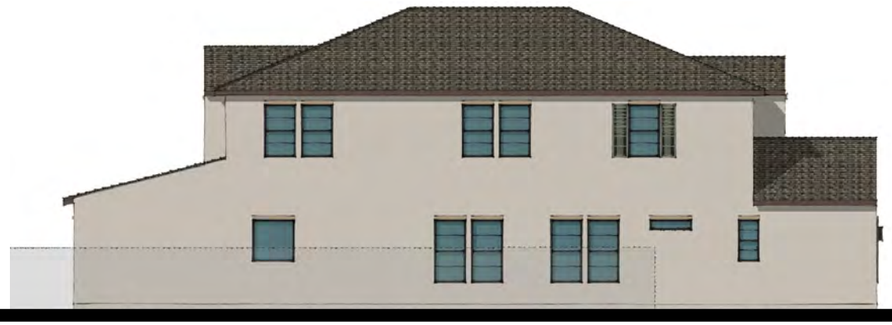
SPANISH MODERN (FORM - UA)

HACIENDA (FORM - XA)

CONTEMPORARY (FORM - ZA)

PLAN 3 - REINE (#8065)

PLAN 4 - VIENNE (#8083)



SPANISH MODERN (FORM - UA)

HACIENDA (FORM - XA)

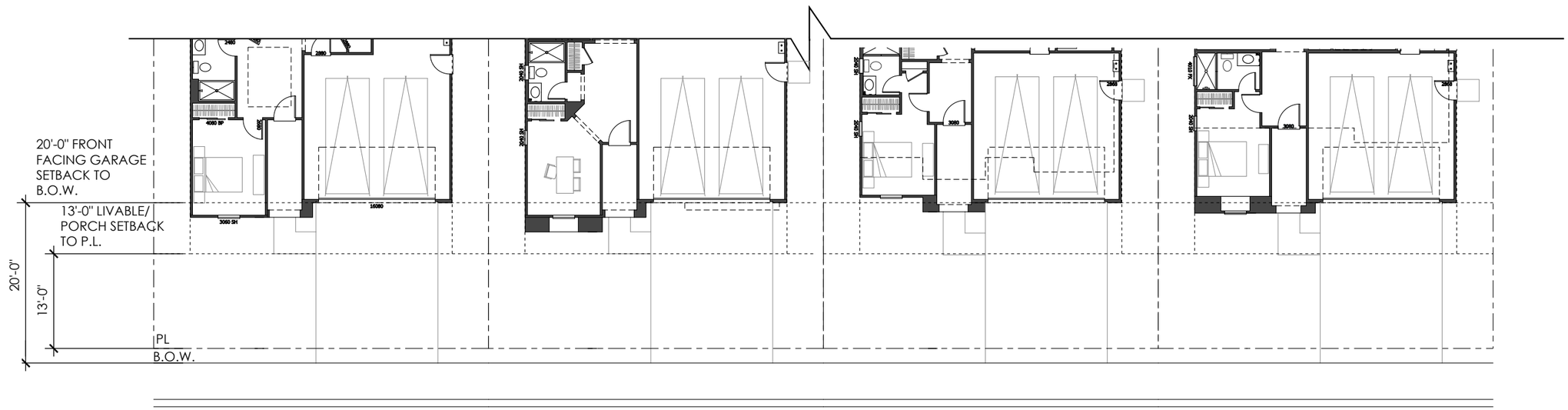
CONTEMPORARY (FORM - ZA)

CORK	OBAN	REINE	VIENNE	CORK
PLAN 1 - #8047	**PLAN 2 - #7890**	**PLAN 3 - #8065**	**PLAN 4 - #8083**	**PLAN 1 - #8047**
FORM UA - SPANISH MODERN	FORM XA - HACIENDA	FORM ZA - CONTEMPORARY	FORM UA - SPANISH MODERN	FORM ZA - CONTEMPORARY
2,084 SQ. FT. :: SINGLE STORY	2,554 SQ. FT. :: TWO STORY	2,846 SQ. FT. :: TWO STORY	3,352 SQ. FT. :: TWO STORY	2,084 SQ. FT. :: SINGLE STORY

STREET SCENE - FRONT
SCALE = NTS

CORK	OBAN	REINE	VIENNE	CORK
PLAN 1 - #8047	**PLAN 2 - #7890**	**PLAN 3 - #8065**	**PLAN 4 - #8083**	**PLAN 1 - #8047**
FORM UA - SPANISH MODERN	FORM XA - HACIENDA	FORM ZA - CONTEMPORARY	FORM UA - SPANISH MODERN	FORM ZA - CONTEMPORARY
2,084 SQ. FT. :: SINGLE STORY	2,554 SQ. FT. :: TWO STORY	2,846 SQ. FT. :: TWO STORY	3,352 SQ. FT. :: TWO STORY	2,084 SQ. FT. :: SINGLE STORY

STREET SCENE - REAR
SCALE = NTS



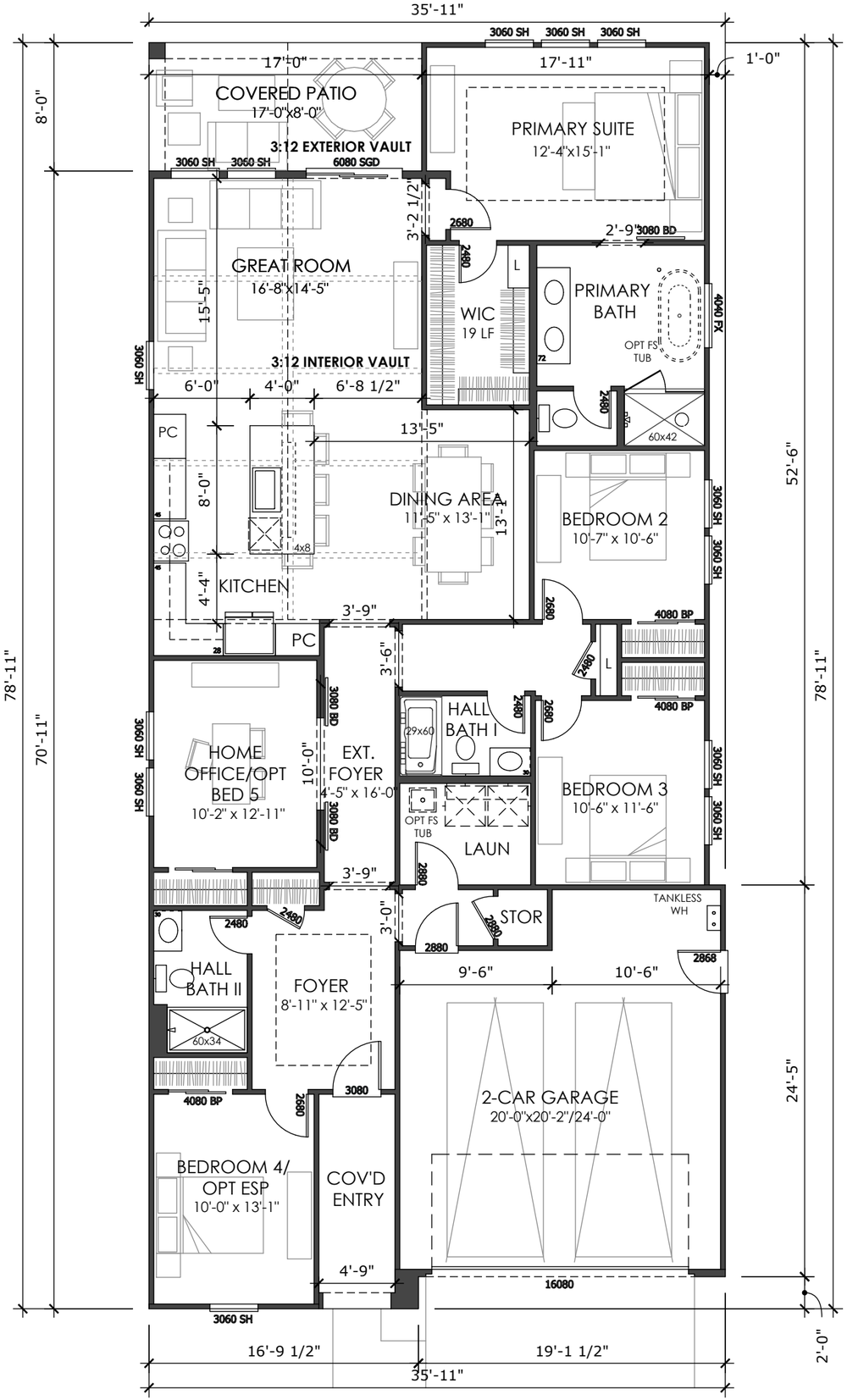
CORK
PLAN 1 - #8047
FORM UA - SPANISH MODERN
2,084 SQ. FT. :: SINGLE STORY

OBAN
PLAN 2 - #7890
FORM XA - HACIENDA
2,554 SQ. FT. :: TWO STORY

REINE
PLAN 3 - #8065
FORM ZA - CONTEMPORARY
2,846 SQ. FT. :: TWO STORY

VIENNE
PLAN 4 - #8083
FORM UA - SPANISH MODERN
3,352 SQ. FT. :: TWO STORY

STREET SCENE - FRONT
SCALE = NTS



35' MARKET RATE :: SP-2

PLAN 1

LIV. SF:	**2,084**
PLAN W x D:	**34'-11" x 78'-11"**
PLAN #:	6506
SCALE:	1/8" = 1'-0"
PLAN NAME:	**CORK**

VITAL STATS

BEDROOM	4 (OPT 5)
BATH	3
CAR	2
CEILING	10'
WINDOW HDR	8'

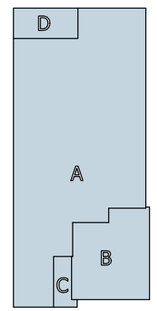
STATUS | NTL PORTFOLIO PLAN

AREA S.F. BREAKDOWN

MAX. LIVABLE (A):	**2,084**
(A) 1ST FLR LIVABLE:	2,084
(B) 2 CAR GARAGE:	457
(C) COVERED ENTRY:	
ELEVATION UA:	66
ELEVATION XA:	164
ELEVATION ZA:	83
(D) COVERED PATIO:	136
(E) ARCH. PROJECTION:	
ELEVATION UA:	-
ELEVATION XA:	-
ELEVATION ZA:	-

MAX FOOTPRINT: **2,841**

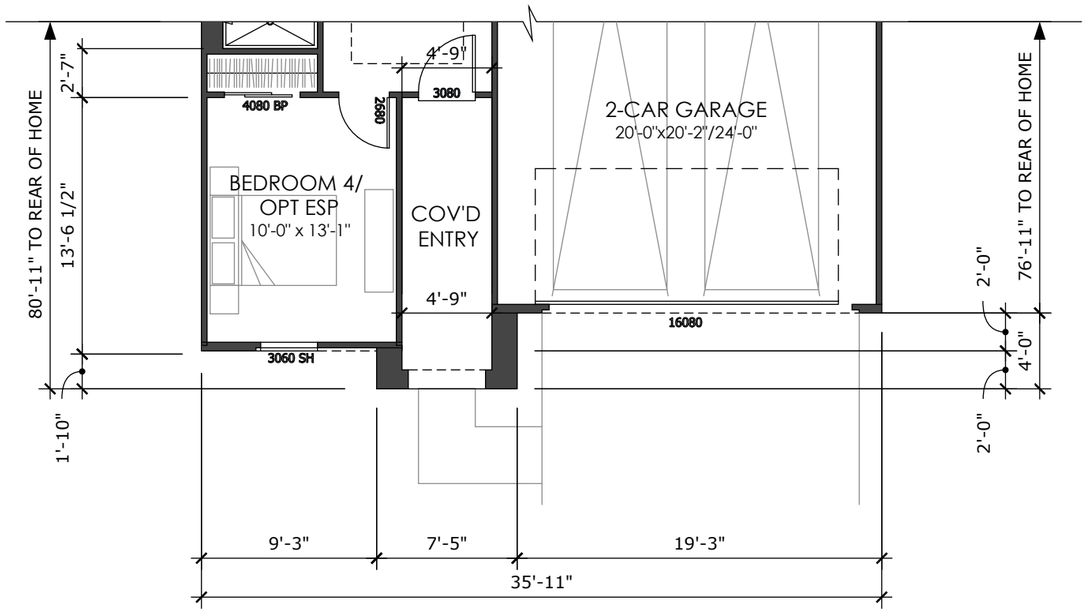
TYP LOT SIZE | 46'x112' (SF)
LOT COVERAGE ALLOWED | 60.0%
LOT COVERAGE | 2,841 /5,152 = 55.1%



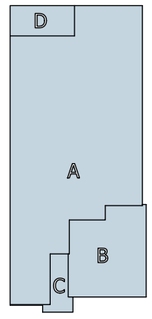
FIRST FLOOR PLAN
UA - SPANISH MODERN

KHovnanian Homes

Viviendo :: Chandler, AZ



FLOOR PLAN
ZA -CONTEMPORARY



PLAN 1

LIV. SF:	**2,084**
PLAN W x D:	**34'-11" x 78'-11"**
PLAN #:	6506
SCALE:	1/8" = 1'-0"
PLAN NAME:	**CORK**

VITAL STATS

BEDROOM	4 (OPT 5)
BATH	3
CAR	2
CEILING	10'
WINDOW HDR	8'

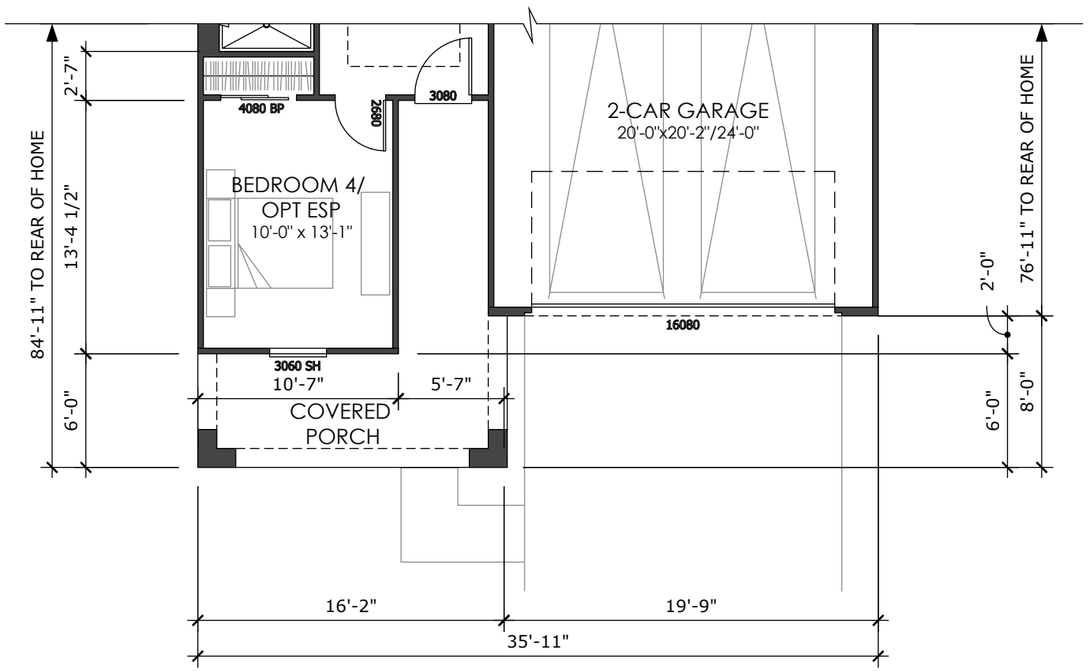
STATUS | NTL PORTFOLIO PLAN

AREA S.F. BREAKDOWN

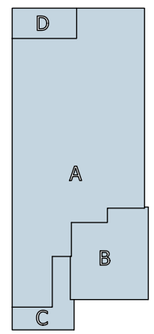
MAX. LIVABLE (A):	**2,084**
(A) 1ST FLR LIVABLE:	2,084
(B) 2 CAR GARAGE:	457
(C) COVERED ENTRY:	
ELEVATION UA:	66
ELEVATION XA:	164
ELEVATION ZA:	83
(D) COVERED PATIO:	136
(E) ARCH. PROJECTION:	
ELEVATION UA:	-
ELEVATION XA:	-
ELEVATION ZA:	-

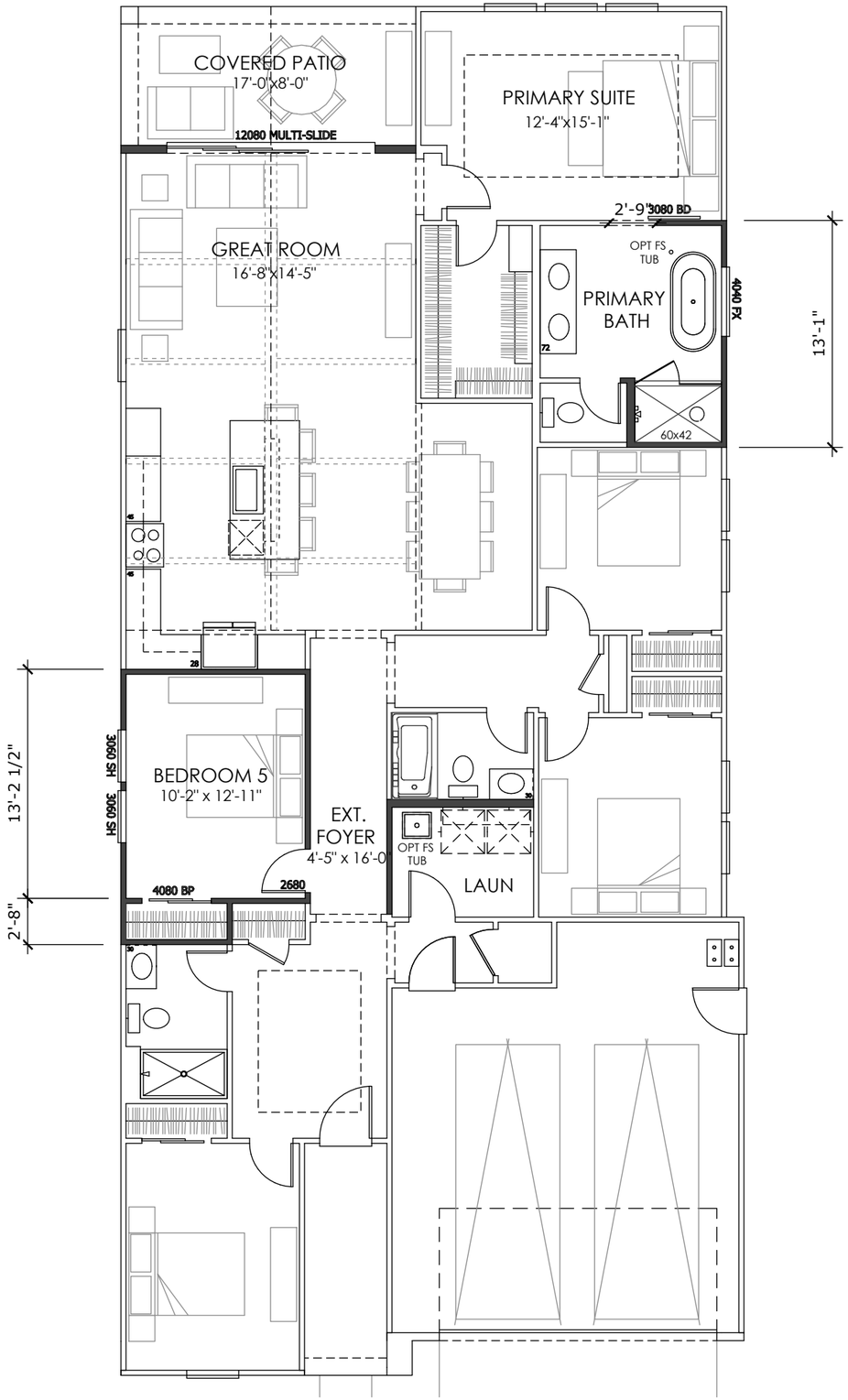
MAX FOOTPRINT: **2,841**

TYP LOT SIZE | 46'x112' (SF)
LOT COVERAGE ALLOWED | 60.0%
LOT COVERAGE | 2,841 /5,152 = 55.1%



FLOOR PLAN
XA - HACIENDA





35' MARKET RATE :: SP-2

PLAN 1 *(OPTIONS)*

LIV. SF:	**2,084**
PLAN W x D:	**34'-11" x 78'-11"**
PLAN #:	6506
SCALE:	1/8" = 1'-0"
PLAN NAME:	**CORK**

VITAL STATS

BEDROOM	4 (OPT 5)
BATH	3
CAR	2
CEILING	10'
WINDOW HDR	8'

STATUS | NTL PORTFOLIO PLAN

AREA S.F. BREAKDOWN

MAX. LIVABLE (A):	**2,084**
(A) 1ST FLR LIVABLE:	2,084
(B) 2 CAR GARAGE:	457
(C) COVERED ENTRY:	
ELEVATION UA:	66
ELEVATION XA:	164
ELEVATION ZA:	83
(D) COVERED PATIO:	136
(E) ARCH. PROJECTION:	
ELEVATION UA:	-
ELEVATION XA:	-
ELEVATION ZA:	-

MAX FOOTPRINT: **2,841**

TYP LOT SIZE | 46'x112' (SF)
LOT COVERAGE ALLOWED | 60.0%
LOT COVERAGE | 2,841 /5,152 = 55.1%

OPTION :: 12080 MULTI-SLIDE DOOR
OPTION :: FREESTANDING TUB AT PRIMARY BATH
OPTION :: FREESTANDING TUB AT LAUNDRY
OPTION :: BEDROOM 5 ILO HOME OFFICE
OPTION :: BEAMS AT GREAT ROOM CEILING

FLOOR PLAN OPTIONS
UA - SPANISH MODERN

KHovnanian Homes

35' :: MKT SPEC2

PLAN 1

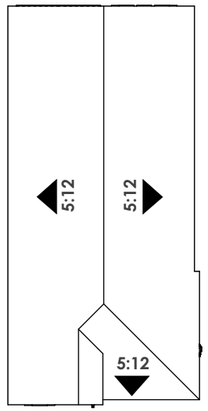
LIV. SF:	**2,084**
PLAN WxD:	**34'-11' x 78'-11"**
PLAN #:	8047
PLAN NAME:	**CORK**

FORM UA - SPANISH MODERN

FORM UA - SPANISH MODERN
FRONT VIEW: N.T.S.

RIGHT ELEVATION
SCALE: 3/32" = 1'-0"

REAR ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

1. PROMINENT GABLES
2. CONCRETE 'FLAT' TILES
3. FLUSH RAKES 12" EAVES
4. DECORATIVE SHUTTERS
5. DECORATIVE GANBLE DETAILS
6. PLATE HEIGHT - 10'-1" A.F.F.
7. WINDOW HEADER - 8'-0" A.F.F.

LEFT ELEVATION
SCALE: 3/32" = 1'-0"

FRONT ELEVATION
SCALE: 3/32" = 1'-0"

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FORM XA - HACIENDA
FRONT VIEW: N.T.S.

RIGHT ELEVATION
SCALE: 3/32" = 1'-0"

REAR ELEVATION
SCALE: 3/32" = 1'-0"

LEFT ELEVATION
SCALE: 3/32" = 1'-0"

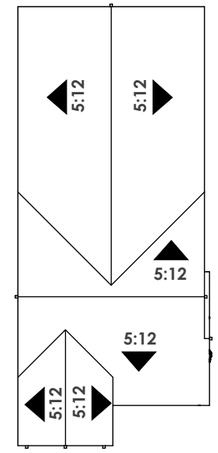
FRONT ELEVATION
SCALE: 3/32" = 1'-0"

35' :: MKT SPEC2

PLAN 1

LIV. SF:	**2,084**
PLAN WxD:	**34'-11' x 84'-11"**
PLAN #:	8047
PLAN NAME:	**CORK**

FORM XA - HACIENDA



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

1. PROMINENT GABLES
2. CONCRETE 'S' TILES
3. 12" RAKES AND EAVES
4. DECORATIVE CORBELS
5. DECORATIVE SHUTTERS
6. PLATE HEIGHT - 12'-1" A.F.F.
7. PLATE HEIGHT - 10'-1" A.F.F.
8. WINDOW HEADER - 8'-0" A.F.F.

FORM ZA - CONTEMPORARY
FRONT VIEW: N.T.S.

RIGHT ELEVATION
SCALE: 3/32" = 1'-0"

REAR ELEVATION
SCALE: 3/32" = 1'-0"

LEFT ELEVATION
SCALE: 3/32" = 1'-0"

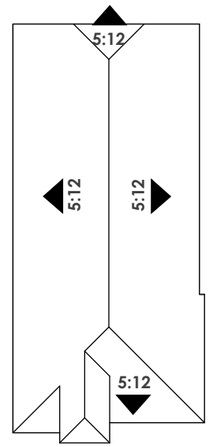
FRONT ELEVATION
SCALE: 3/32" = 1'-0"

35' :: MKT SPEC2

PLAN 1

LIV. SF:	**2,084**
PLAN WxD:	**34'-11' x 80'-11"**
PLAN #:	8047
PLAN NAME:	**CORK**

FORM ZA - CONTEMPORARY



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

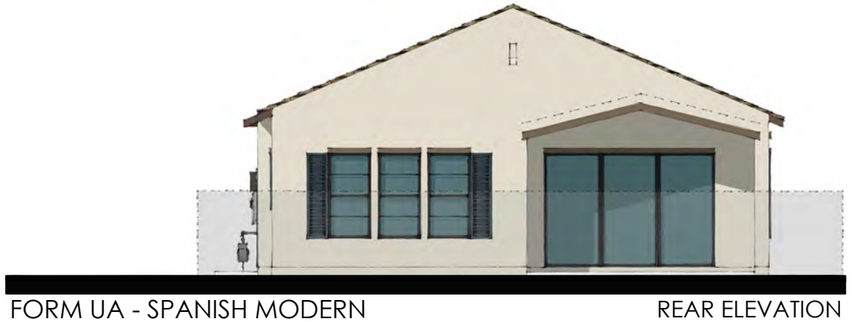
1. PROMINENT HIPS
2. CONCRETE 'FLAT' TILES
3. 12" EAVES
4. DECORATIVE SIDING
5. DECORATIVE STONE VENEER
6. PLATE HEIGHT - 14'-1" A.F.F.
7. PLATE HEIGHT - 10'-1" A.F.F.
8. WINDOW HEADER - 8'-0" A.F.F.

PLAN 1 *(OPTIONS)*

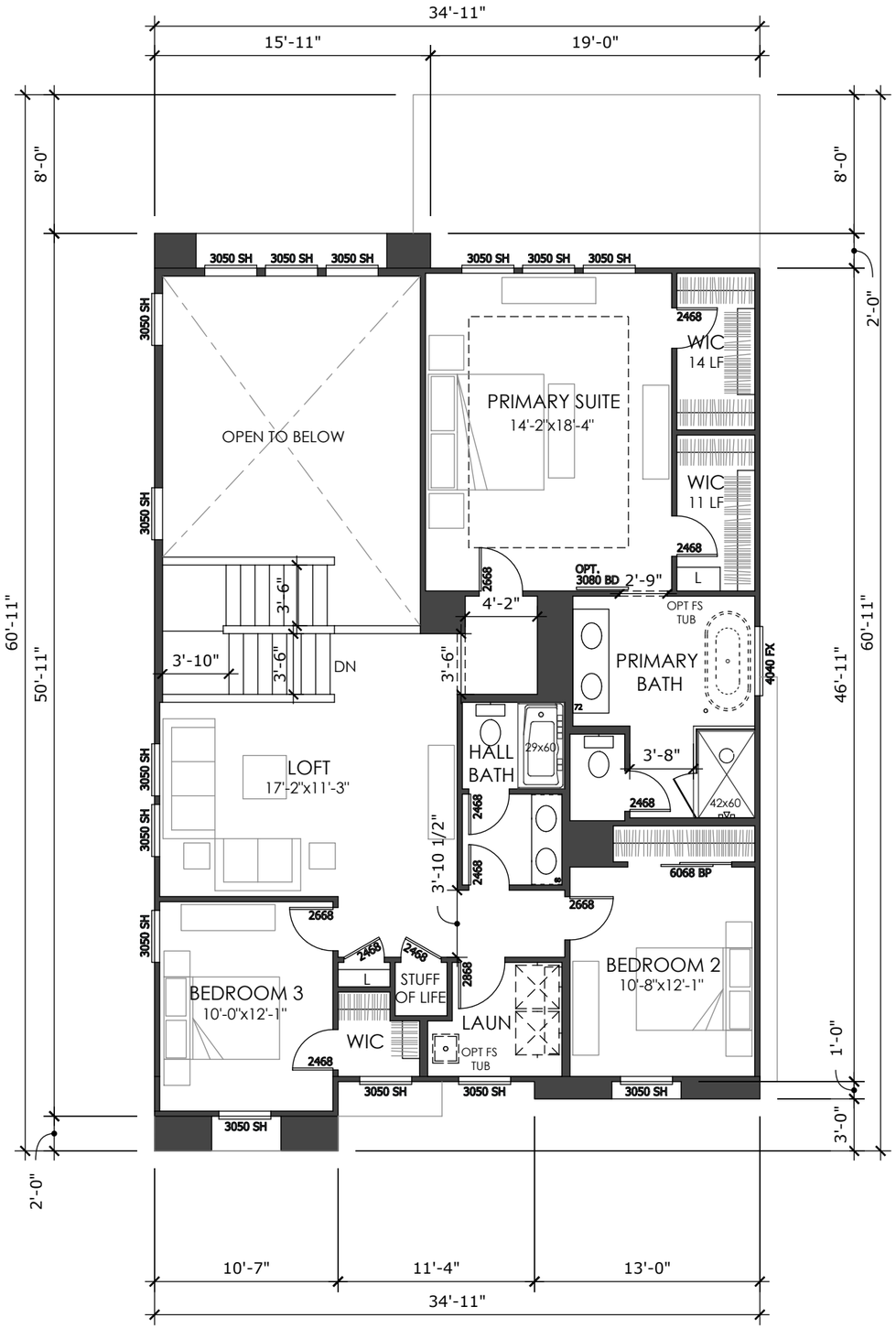
LIV. SF:	**2,084**
PLAN WxD:	**34'-11' x 78'-11"**
PLAN #:	8047
PLAN NAME:	**CORK**
OPT. MULTI-SGD	

FORM ZA - CONTEMPORARY — REAR ELEVATION
SCALE: 3/32" = 1'0"

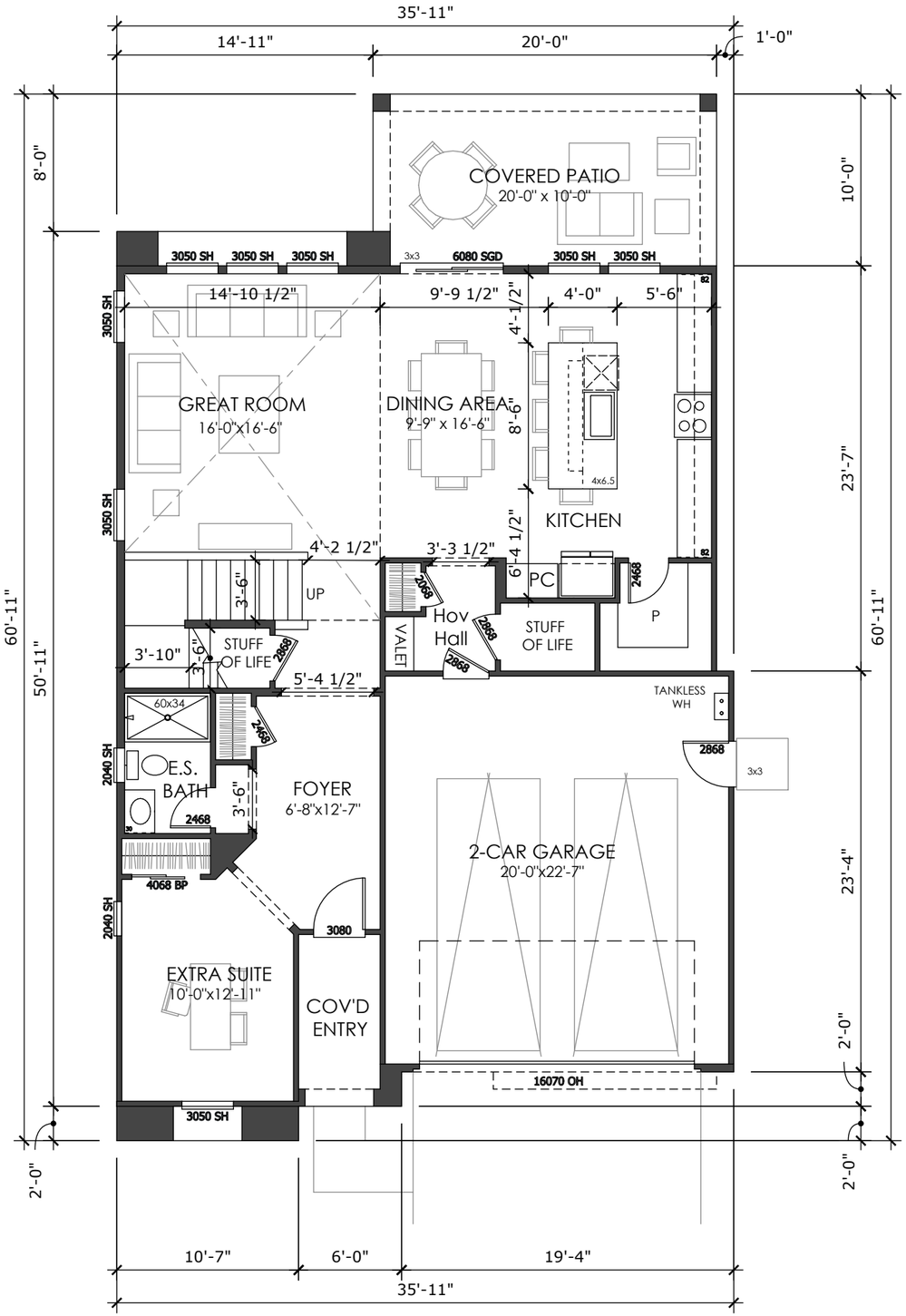
FORM XA - HACIENDA — REAR ELEVATION
SCALE: 3/32" = 1'0"



FORM UA - SPANISH MODERN — REAR ELEVATION
SCALE: 3/32" = 1'0"



SECOND FLOOR PLAN
UA - SPANISH MODERN



FIRST FLOOR PLAN
UA - SPANISH MODERN

35' MARKET RATE :: SP-2

PLAN 2

LIV. SF:	**2,554**
PLAN W x D:	**34'-11" x 60'-11"**
PLAN #:	7890
SCALE:	1/8" = 1'-0"
PLAN NAME:	**OBAN**

VITAL STATS

BEDROOM	3 (OPT. 5)
BATH	3
CAR	2
CEILING	9' | 9'
WINDOW HDR	8' | 8'

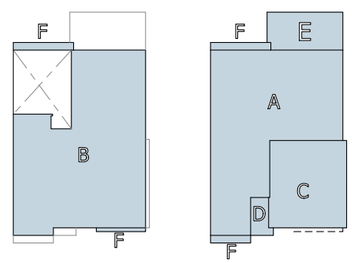
STATUS | NTL PORTFOLIO PLAN

AREA S.F. BREAKDOWN

MAX. LIVABLE (A)+(B):	**2,554**
(A) 1ST FLR LIVABLE:	1,175
(B) 2ND FLR LIVABLE:	1,379
(C) 2 CAR GARAGE:	470
(D) COVERED ENTRY:	
ELEVATION UA:	50
ELEVATION XA:	146
ELEVATION ZA:	66
(E) OPT. COVERED PATIO:	198
(F) ARCH. PROJECTION:	
ELEVATION UA:	98
ELEVATION XA:	96
ELEVATION ZA:	64

MAX FOOTPRINT: **2,020**

TYP LOT SIZE | 46'x112' (SF)
LOT COVERAGE ALLOWED | 60.0%
LOT COVERAGE | 2,020 /5,152 = 39.2%



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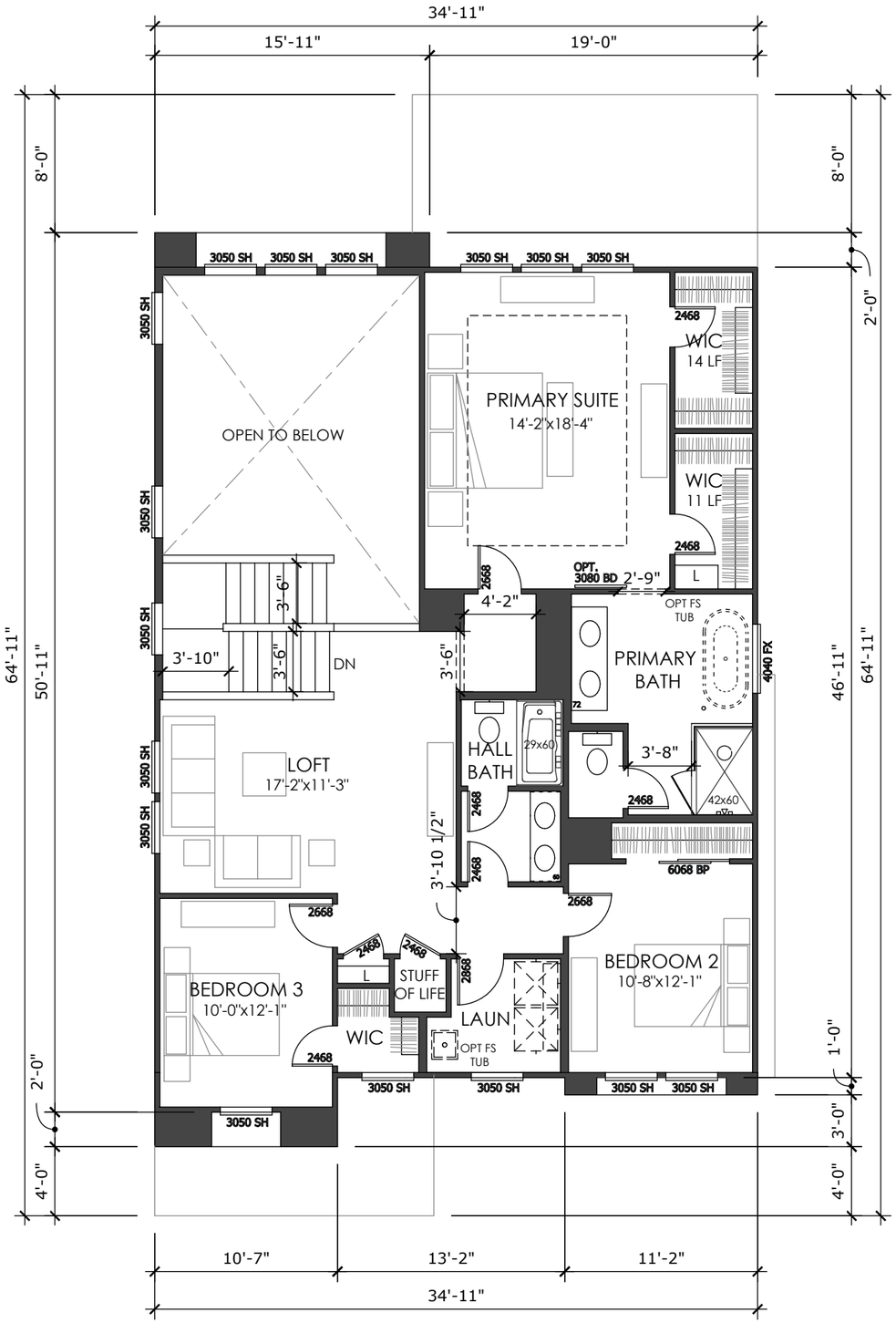
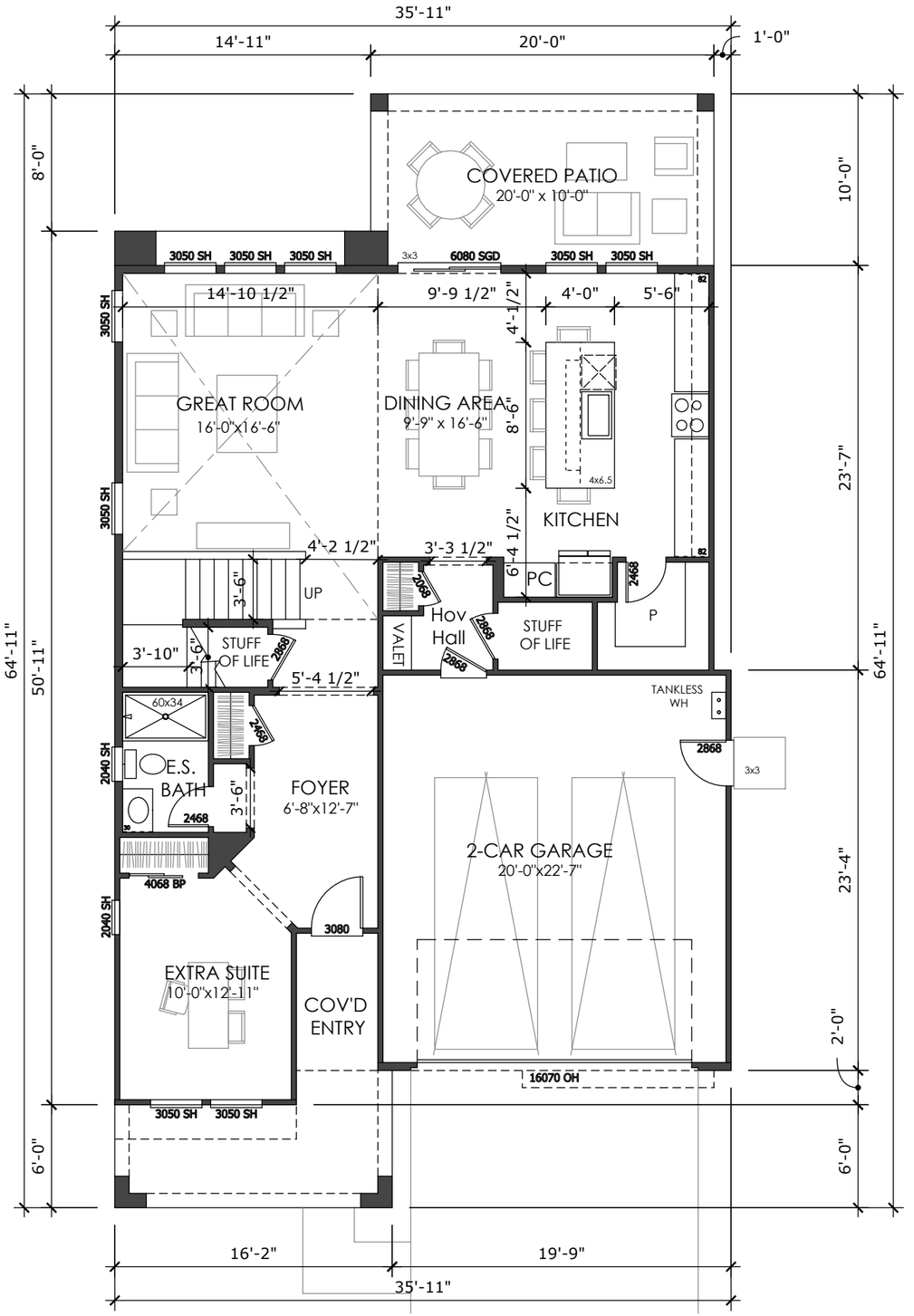


SECOND FLOOR PLAN
XA - HACIENDA



FIRST FLOOR PLAN
XA - HACIENDA

35' MARKET RATE :: SP-2

PLAN 2

LIV. SF:	**2,554**
PLAN W x D:	**34'-11" x 64'-11"**
PLAN #:	7890
SCALE:	1/8" = 1'-0"
PLAN NAME:	**OBAN**

VITAL STATS

BEDROOM	3 (OPT. 5)
BATH	3
CAR	2
CEILING	9' | 9'
WINDOW HDR	8' | 8'

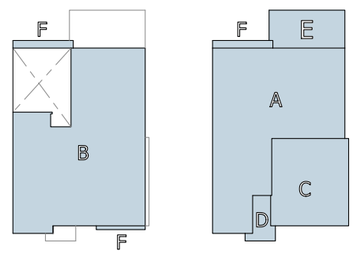
STATUS | NTL PORTFOLIO PLAN

AREA S.F. BREAKDOWN

MAX. LIVABLE (A)+(B):	**2,554**
(A) 1ST FLR LIVABLE:	1,175
(B) 2ND FLR LIVABLE:	1,379
(C) 2 CAR GARAGE:	470
(D) COVERED ENTRY:	
ELEVATION UA:	50
ELEVATION XA:	146
ELEVATION ZA:	66
(E) OPT. COVERED PATIO:	198
(F) ARCH. PROJECTION:	
ELEVATION UA:	98
ELEVATION XA:	96
ELEVATION ZA:	64

MAX FOOTPRINT: **2,020**

TYP LOT SIZE | 46'x112' (SF)
LOT COVERAGE ALLOWED | 60.0%
LOT COVERAGE | 2,020 /5,152 = 39.2%



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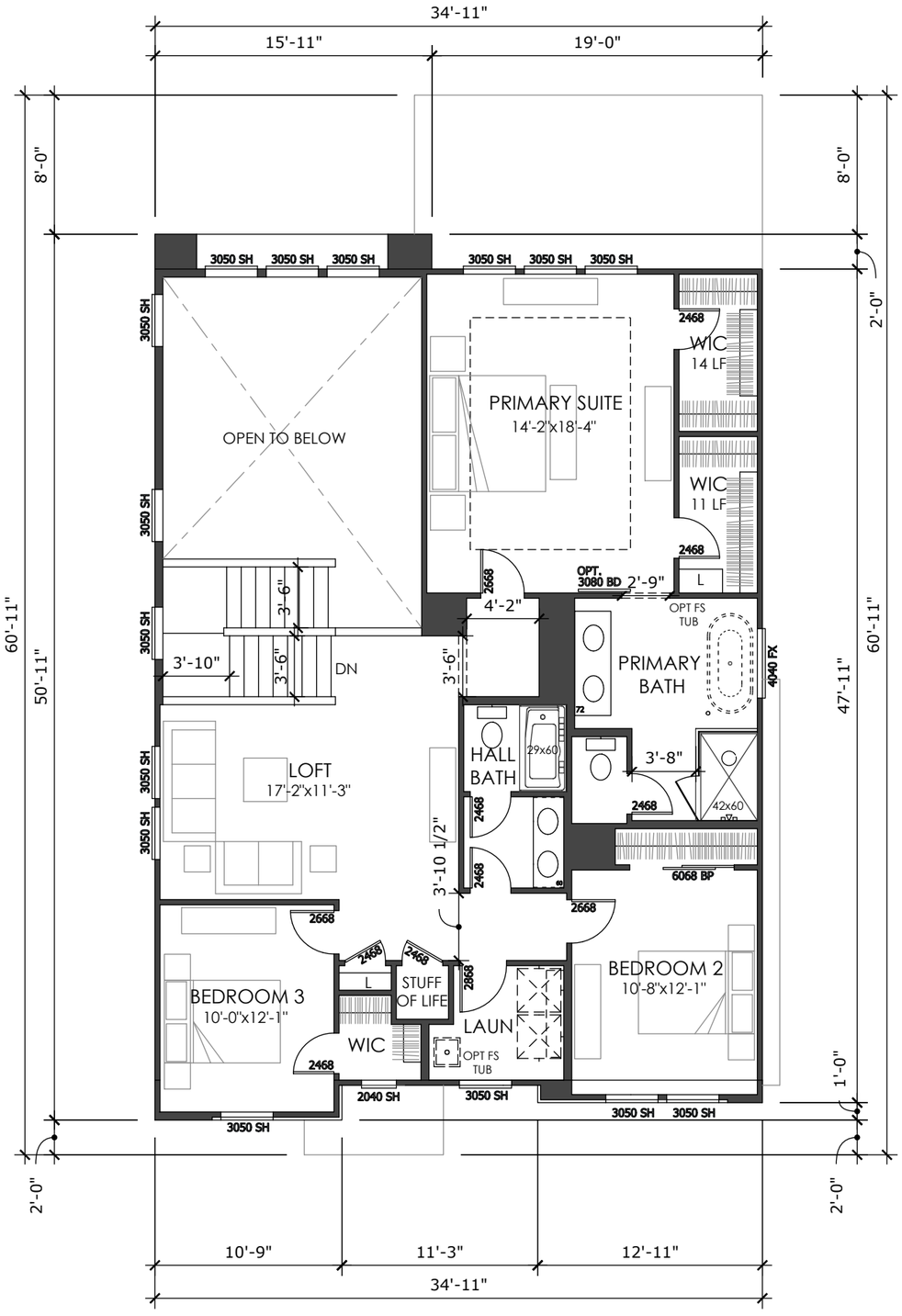
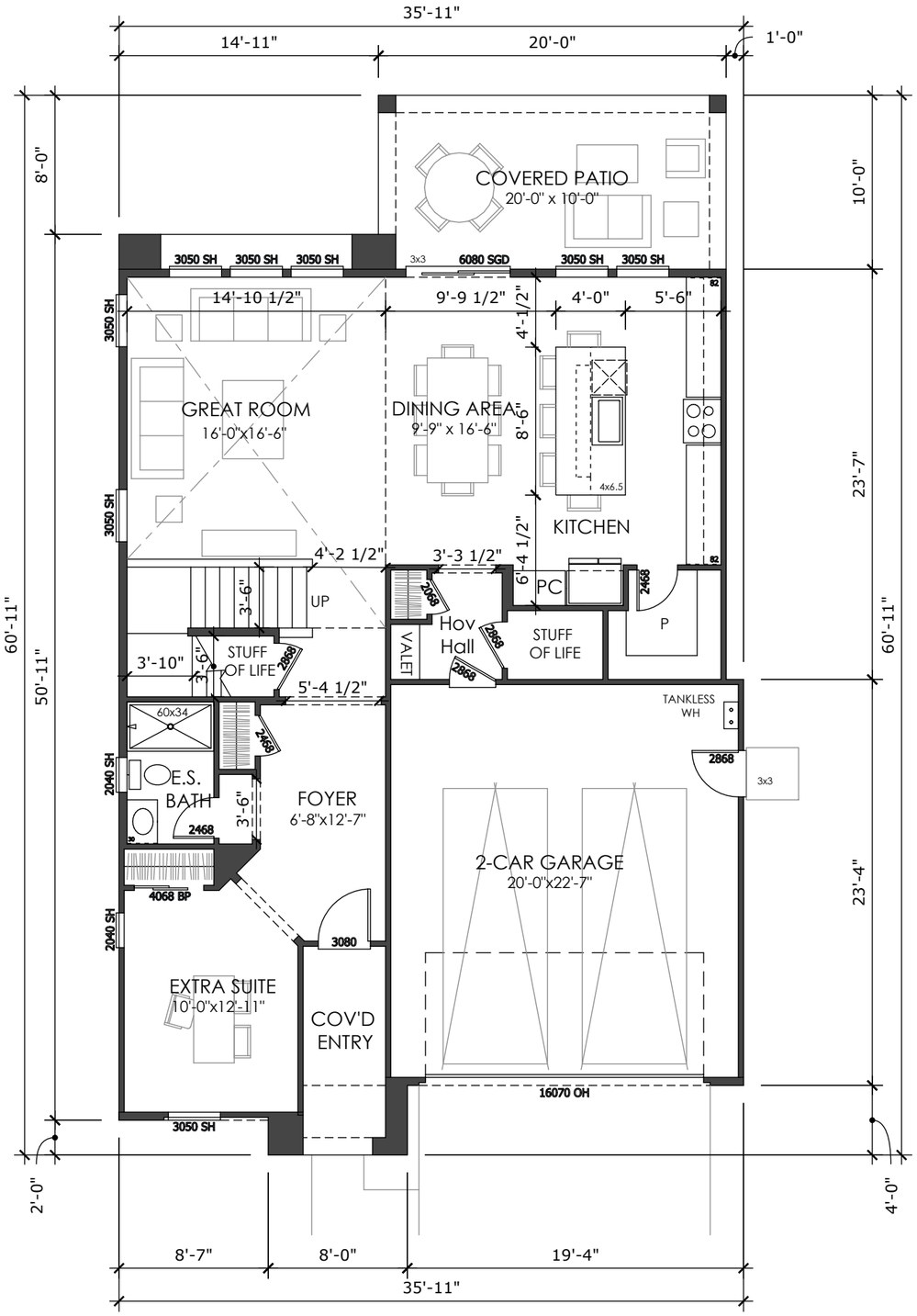


SECOND FLOOR PLAN
ZA - CONTEMPORARY



FIRST FLOOR PLAN
ZA - CONTEMPORARY

35' MARKET RATE :: SP-2

PLAN 2

LIV. SF:	**2,554**
PLAN W x D:	**34'-11" x 60'-11"**
PLAN #:	7890
SCALE:	1/8" = 1'-0"
PLAN NAME:	**OBAN**

VITAL STATS

BEDROOM	3 (OPT. 5)
BATH	3
CAR	2
CEILING	9' | 9'
WINDOW HDR	8' | 8'

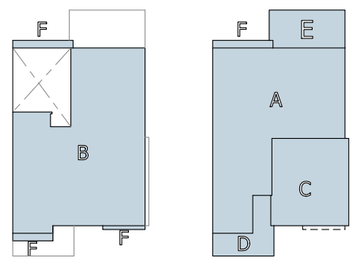
STATUS | NTL PORTFOLIO PLAN

AREA S.F. BREAKDOWN

MAX. LIVABLE (A)+(B):	**2,554**
(A) 1ST FLR LIVABLE:	1,175
(B) 2ND FLR LIVABLE:	1,379
(C) 2 CAR GARAGE:	470
(D) COVERED ENTRY:	
ELEVATION UA:	50
ELEVATION XA:	146
ELEVATION ZA:	66
(E) OPT. COVERED PATIO:	198
(F) ARCH. PROJECTION:	
ELEVATION UA:	98
ELEVATION XA:	96
ELEVATION ZA:	64

MAX FOOTPRINT: **2,020**

TYP LOT SIZE | 46'x112' (SF)
LOT COVERAGE ALLOWED | 60.0%
LOT COVERAGE | 2,020 /5,152 = 39.2%



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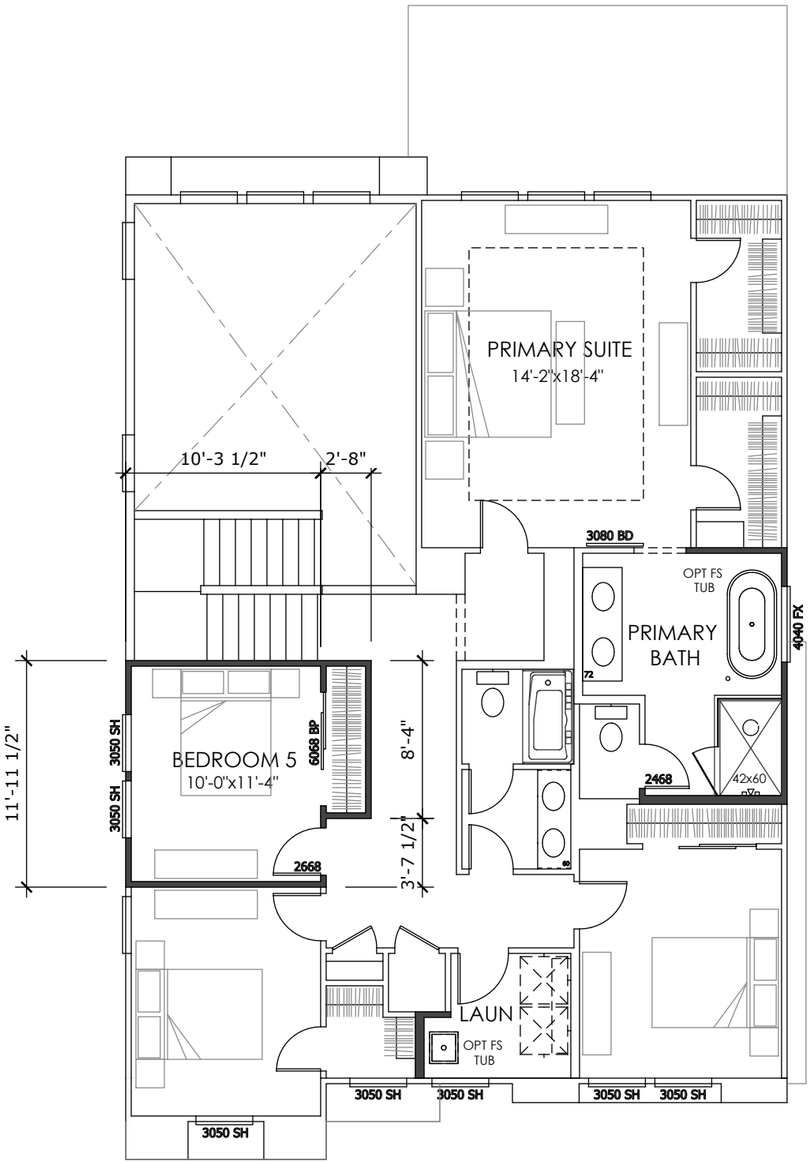
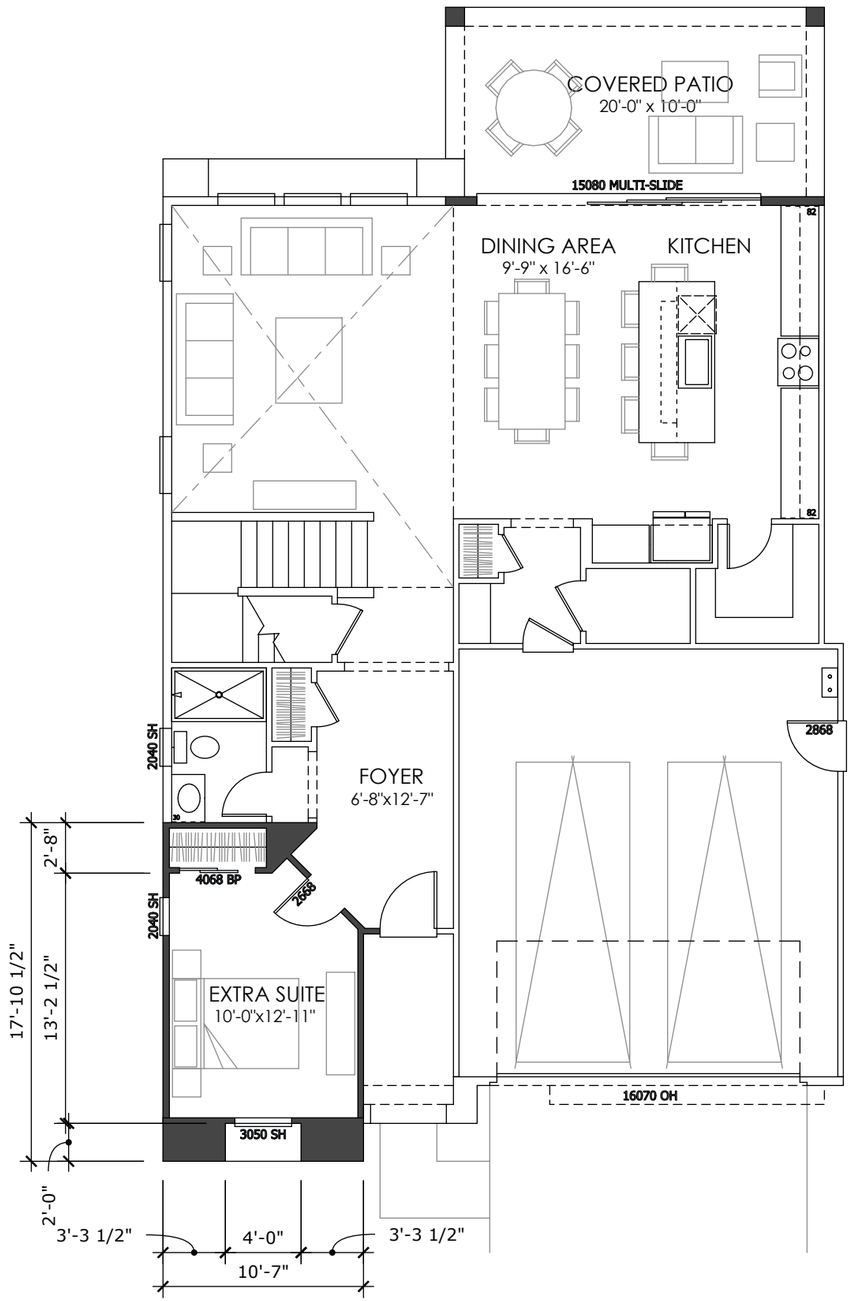


SECOND FLOOR OPTIONS
UA - SPANISH MODERN



FIRST FLOOR OPTIONS
UA - SPANISH MODERN

PLAN 2 *(OPTIONS)*

LIV. SF:	**2,554**
PLAN W x D:	**34'-11" x 60'-11"**
PLAN #:	7890
SCALE:	1/8" = 1'-0"
PLAN NAME:	**OBAN**

VITAL STATS

BEDROOM	3 (OPT. 5)
BATH	3
CAR	2
CEILING	9' | 9'
WINDOW HDR	8' | 8'

STATUS | NTL PORTFOLIO PLAN

AREA S.F. BREAKDOWN

MAX. LIVABLE (A)+(B):	**2,554**
(A) 1ST FLR LIVABLE:	1,175
(B) 2ND FLR LIVABLE:	1,379
(C) 2 CAR GARAGE:	470
(D) COVERED ENTRY:	
ELEVATION UA:	50
ELEVATION XA:	146
ELEVATION ZA:	66
(E) OPT. COVERED PATIO:	198
(F) ARCH. PROJECTION:	
ELEVATION UA:	98
ELEVATION XA:	96
ELEVATION ZA:	64

MAX FOOTPRINT: **2,020**

TYP LOT SIZE | 46'x112' (SF)
LOT COVERAGE ALLOWED | 60.0%
LOT COVERAGE | 2,020 /5,152 = 39.2%

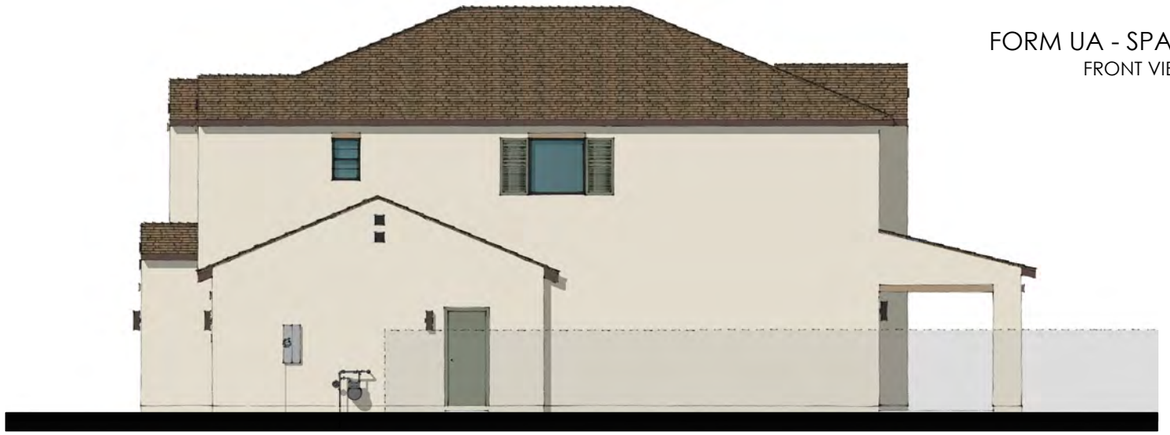
OPTION :: 15080 MULTI-SLIDE DOOR
OPTION :: EXTRA SUITE ILO HOME OFFICE
OPTION :: FREESTANDING TUB AT PRIMARY BATH
OPTION :: FREESTANDING TUB AT LAUNDRY
OPTION :: BEDROOM 5 ILO LOFT

35' :: MKT SPEC2

PLAN 2

LIV. SF:	**2,554**
PLAN WxD:	**34'-11' x 60'-11"**
PLAN #:	7890
PLAN NAME:	**OBAN**

FORM UA - SPANISH MODERN



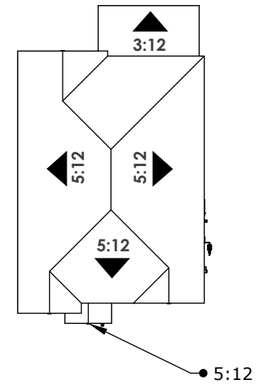
FORM UA - SPANISH MODERN
FRONT VIEW: N.T.S.

RIGHT ELEVATION
SCALE: 3/32" = 1'-0"

REAR ELEVATION
SCALE: 3/32" = 1'-0"

LEFT ELEVATION
SCALE: 3/32" = 1'-0"

FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

1. PROMINENT GABLES
2. CONCRETE 'FLAT' TILES
3. FLUSH RAKE 12" EAVES
4. DECORATIVE GABLE DETAILS
5. DECORATIVE RECESSED WINDOWS
6. PLATE HEIGHT - 9'-1"A.S.F.F. / 9'-1"A.F.F.
7. WINDOW HEADER - 8'-0" / 8'-0" A.F.F.

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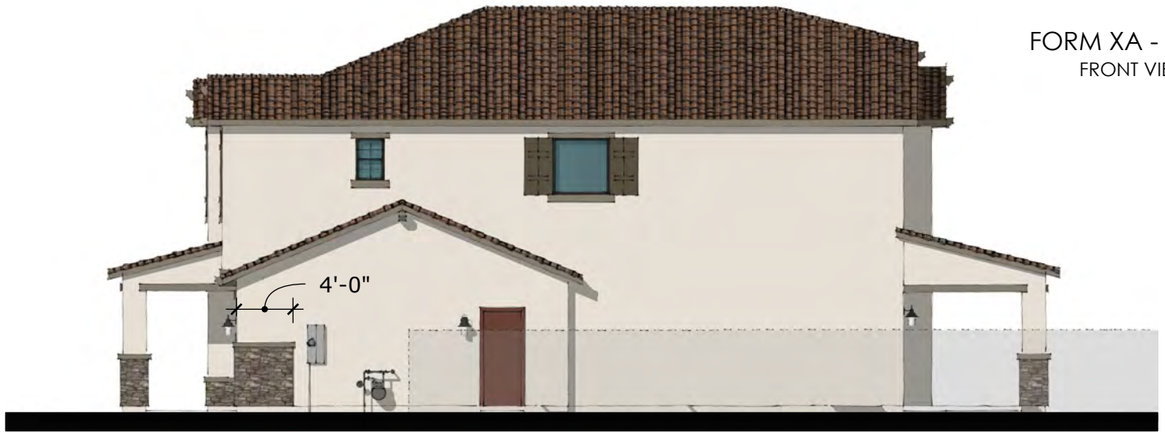
FORM XA - HACIENDA
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"

LEFT ELEVATION
SCALE: 3/32" = 1'-0"

REAR ELEVATION
SCALE: 3/32" = 1'-0"

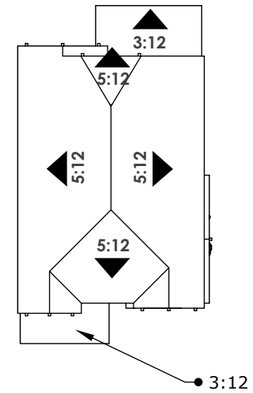
FRONT ELEVATION
SCALE: 3/32" = 1'-0"

35' :: MKT SPEC2

PLAN 2

LIV. SF:	**2,554**
PLAN WxD:	**34'-11' x 64'-11"**
PLAN #:	7890
PLAN NAME:	**OBAN**

FORM XA - HACIENDA



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

1. PROMINENT GABLES, HIPS & CLIPS
2. CONCRETE 'S' TILES
3. 12" RAKES AND 12" EAVES
4. DECORATIVE GABLE DETAILS
5. DECORATIVE STONE ACCENTS
6. PLATE HEIGHT - 9'-1"A.S.F.F. / 9'-1"A.F.F.
7. WINDOW HEADER - 8'-0" / 8'-0" A.F.F.

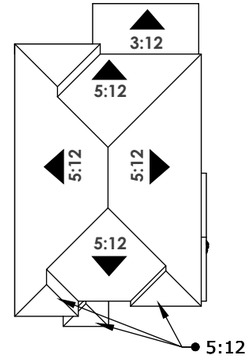
KHovnanian Homes

35' :: MKT SPEC2

PLAN 2

LIV. SF:	**2,554**
PLAN WxD:	**34'-11' x 60'-11"**
PLAN #:	7890
PLAN NAME:	**OBAN**

FORM ZA - CONTEMPORARY

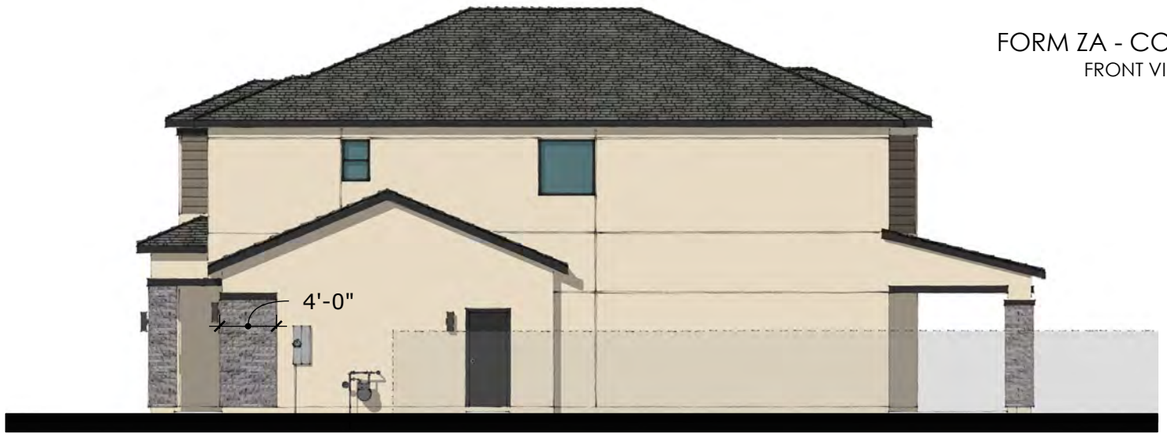


ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

1. PROMINENT HIPS
2. CONCRETE 'FLAT' TILES
3. 12" EAVES
4. DECORATIVE SIDING
5. DECORATIVE STONE ACCENTS
6. PLATE HEIGHT - 9'-1"A.S.F.F. / 9'-1"A.F.F.
7. WINDOW HEADER - 8'-0" / 8'-0" A.F.F.

FORM ZA - CONTEMPORARY
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"

REAR ELEVATION
SCALE: 3/32" = 1'-0"

LEFT ELEVATION
SCALE: 3/32" = 1'-0"

FRONT ELEVATION
SCALE: 3/32" = 1'-0"

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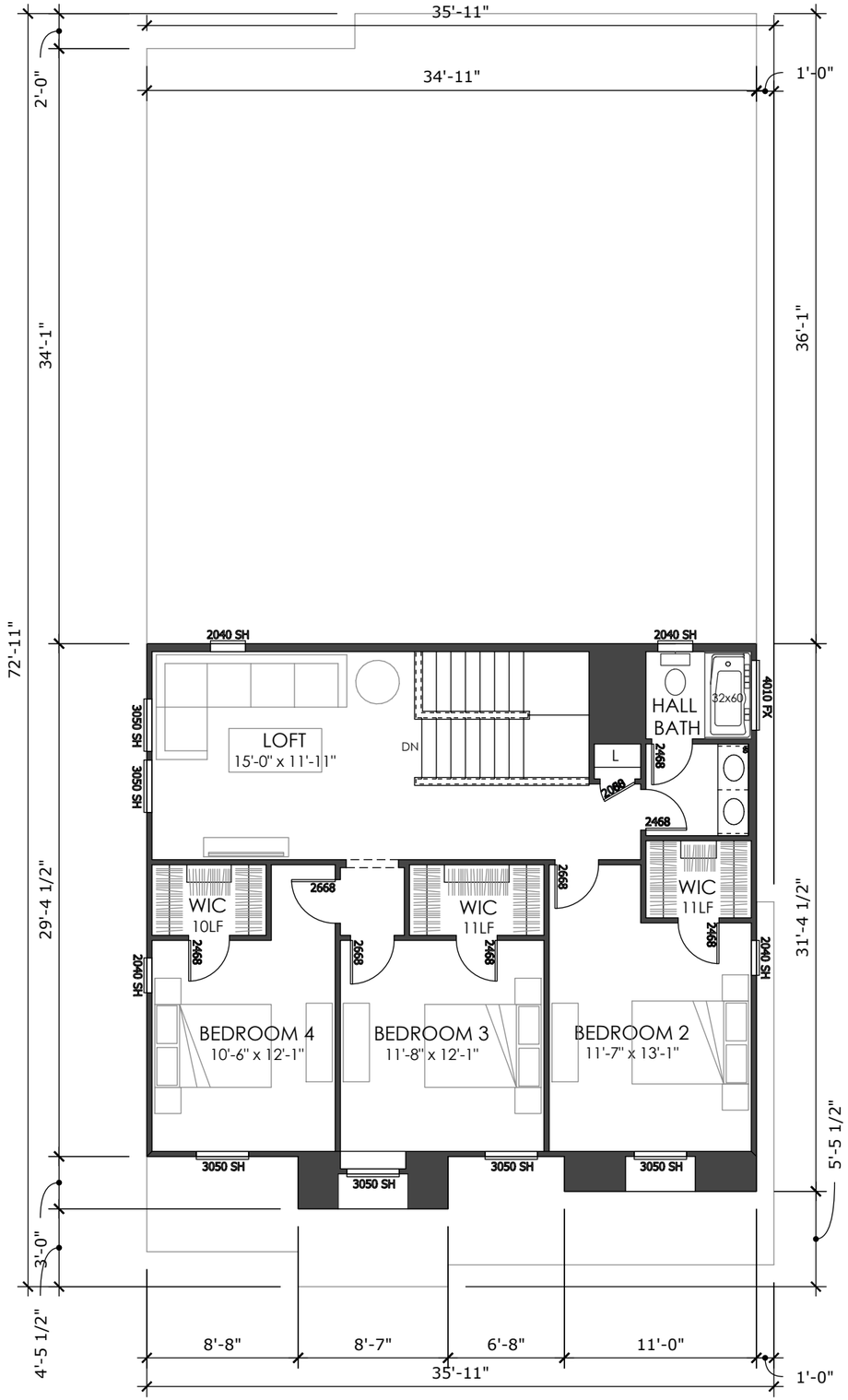
PLAN 2 *(OPTIONS)*

LIV. SF:	**2,554**
PLAN WxD:	**34'-11' x 60'-11"**
PLAN #:	7890
PLAN NAME:	**OBAN**
OPT. MULTI SGD	

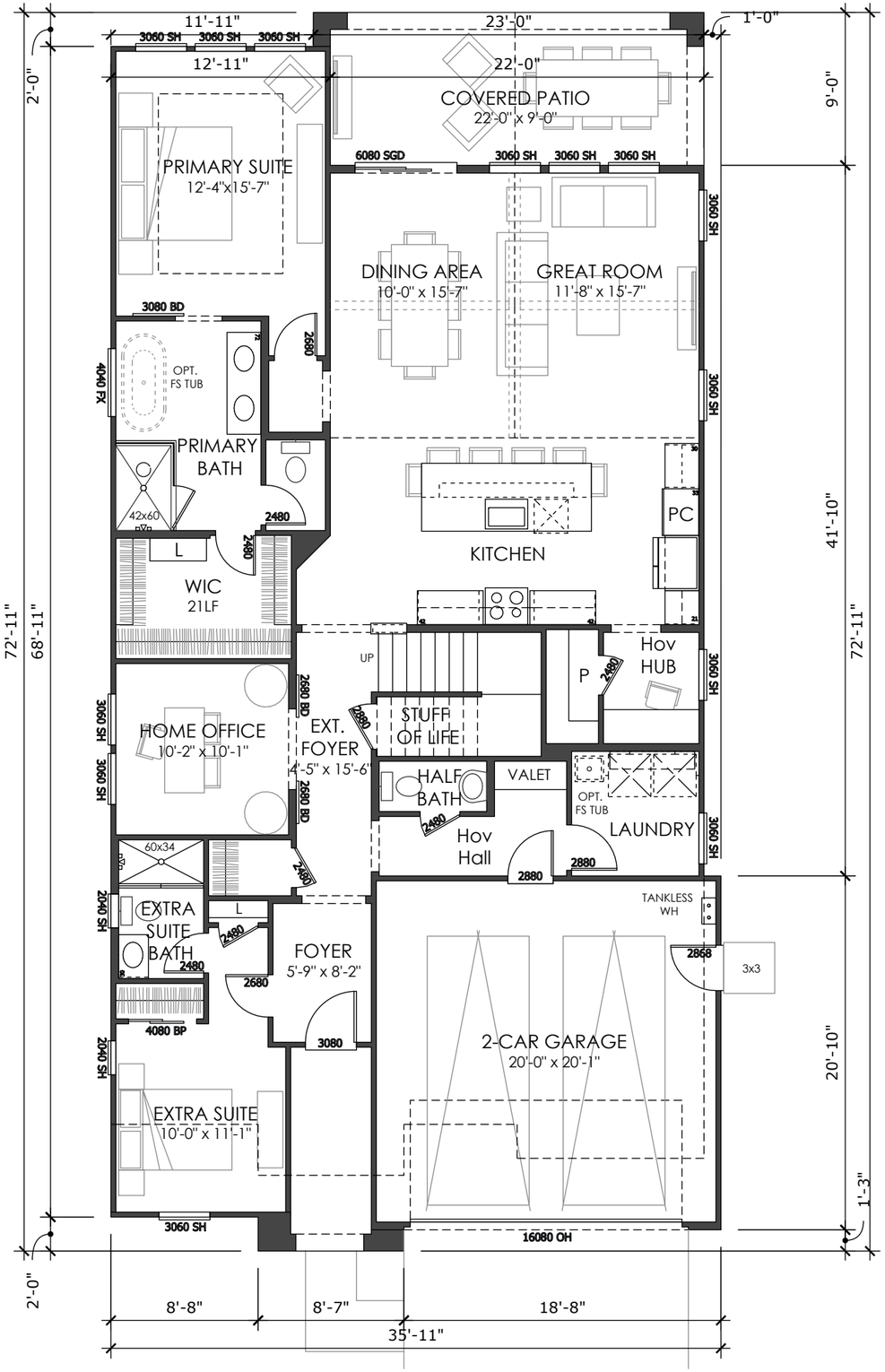
FORM ZA - CONTEMPORARY — REAR ELEVATION
SCALE: 3/32" = 1'0"

FORM XA - HACIENDA — REAR ELEVATION
SCALE: 3/32" = 1'0"

FORM UA - SPANISH MODERN — REAR ELEVATION
SCALE: 3/32" = 1'0"



SECOND FLOOR PLAN
UA - SPANISH MODERN



FIRST FLOOR PLAN
UA - SPANISH MODERN

35' MARKET RATE :: SP-2

PLAN 3

LIV. SF:	**2,846**
PLAN W x D:	**34'-11" x 72'-11"**
PLAN #:	8065
SCALE:	1/8" = 1'-0"
PLAN NAME:	**REINE**

VITAL STATS

BEDROOM	5
BATH	3.5
CAR	2
CEILING	9' | 9'
WINDOW HDR	8' | 8'

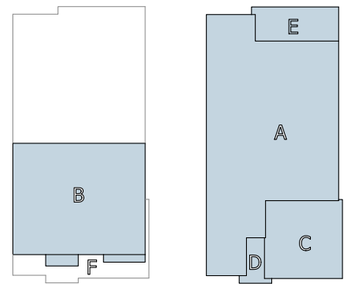
STATUS | NTL PORTFOLIO PLAN

AREA S.F. BREAKDOWN

MAX. LIVABLE (A):	**2,846**
(A) 1ST FLR LIVABLE:	1,820
(B) 2ND FLR LIVABLE:	1,026
(C) 2 CAR GARAGE:	420
(D) COVERED ENTRY:	
ELEVATION UA:	**63**
ELEVATION XA:	149
ELEVATION ZA:	62
(E) COVERED PATIO:	200
(F) ARCH. PROJECTION:	
ELEVATION UA:	**48**
ELEVATION XA:	26
ELEVATION ZA:	22

(UA)MAX FOOTPRINT: **2,589**

TYP LOT SIZE | 46'x112' (SF)
LOT COVERAGE ALLOWED | 60.0%
LOT COVERAGE | 2,589 /5,152 = 50.3%



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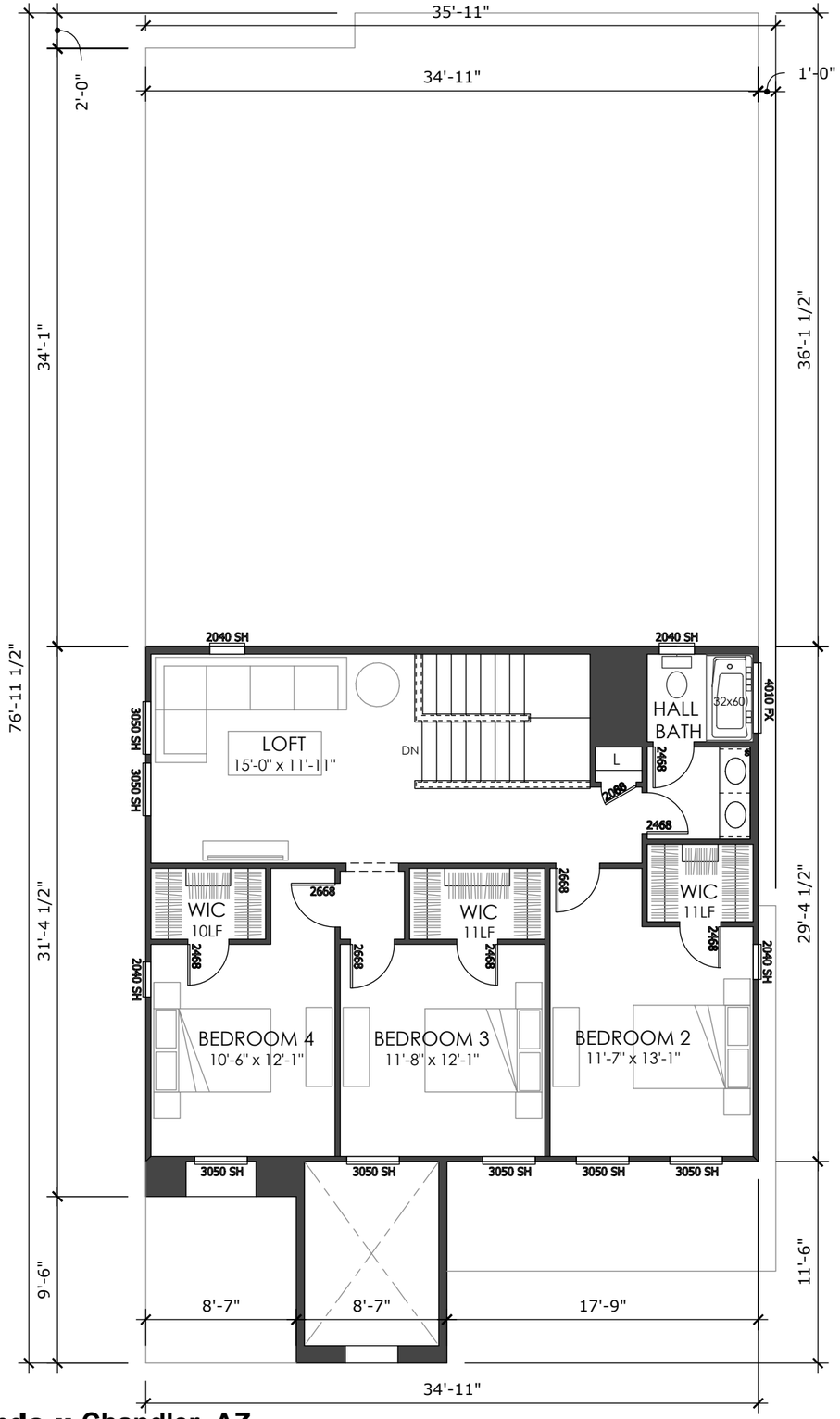
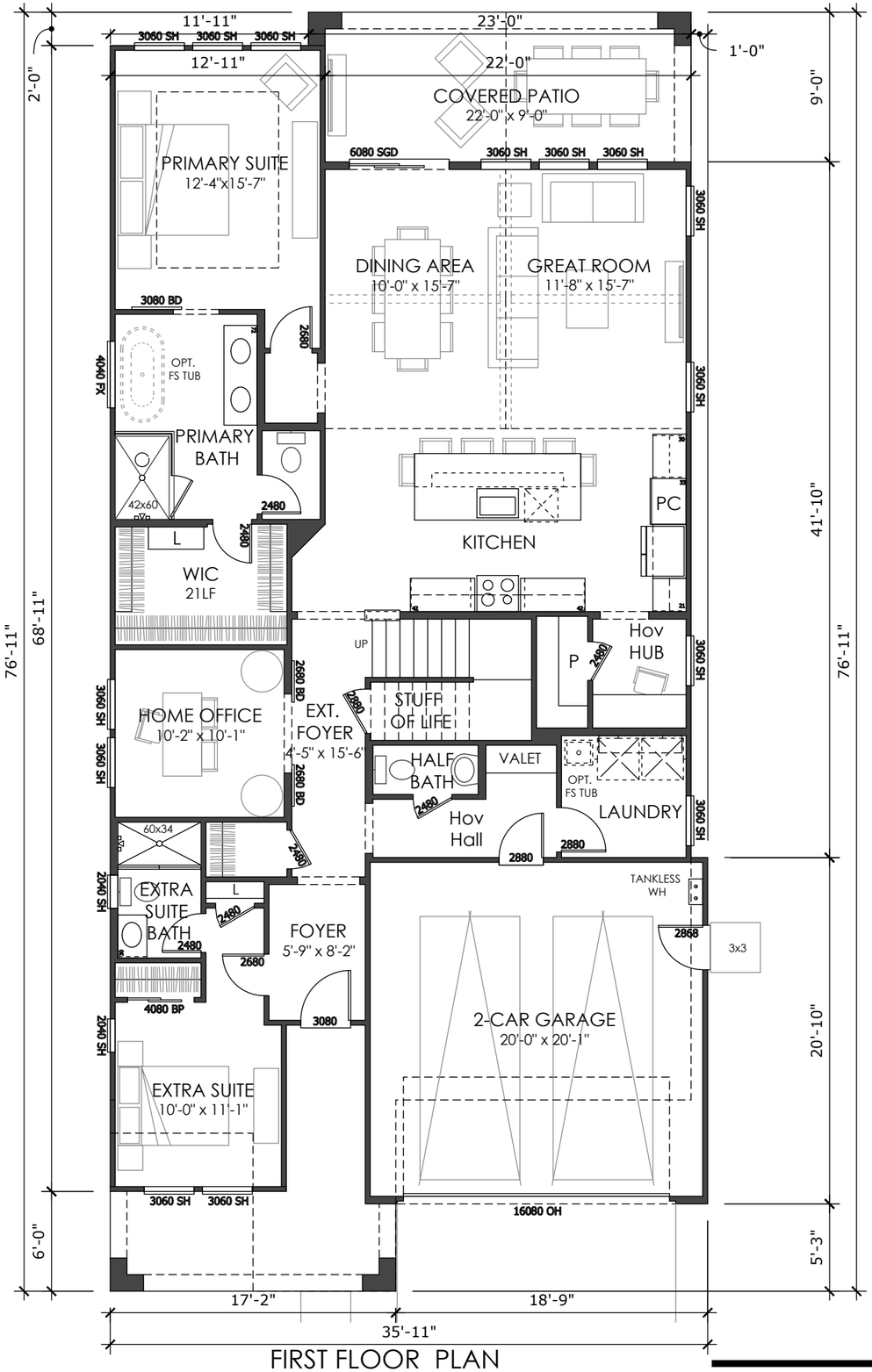


SECOND FLOOR PLAN
XA - HACIENDA



FIRST FLOOR PLAN
XA - HACIENDA

35' MARKET RATE :: SP-2

PLAN 3

LIV. SF:	**2,846**
PLAN W x D:	**34'-11" x 76'-11"**
PLAN #:	8065
SCALE:	1/8" = 1'-0"
PLAN NAME:	**REINE**

VITAL STATS

BEDROOM	5
BATH	3.5
CAR	2
CEILING	9' | 9'
WINDOW HDR	8' | 8'

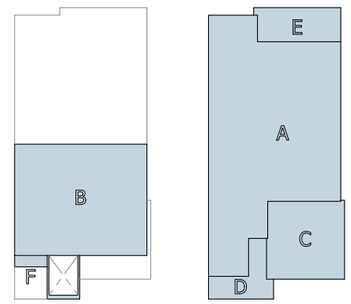
STATUS | NTL PORTFOLIO PLAN

AREA S.F. BREAKDOWN

MAX. LIVABLE (A):	**2,846**
(A) 1ST FLR LIVABLE:	1,820
(B) 2ND FLR LIVABLE:	1,026
(C) 2 CAR GARAGE:	420
(D) COVERED ENTRY:	
ELEVATION UA:	**63**
ELEVATION XA:	149
ELEVATION ZA:	62
(E) COVERED PATIO:	200
(F) ARCH. PROJECTION:	
ELEVATION UA:	**48**
ELEVATION XA:	26
ELEVATION ZA:	22

(UA)MAX FOOTPRINT: **2,589**

TYP LOT SIZE | 46'x112' (SF)
LOT COVERAGE ALLOWED | 60.0%
LOT COVERAGE | 2,589 /5,152 = 50.3%



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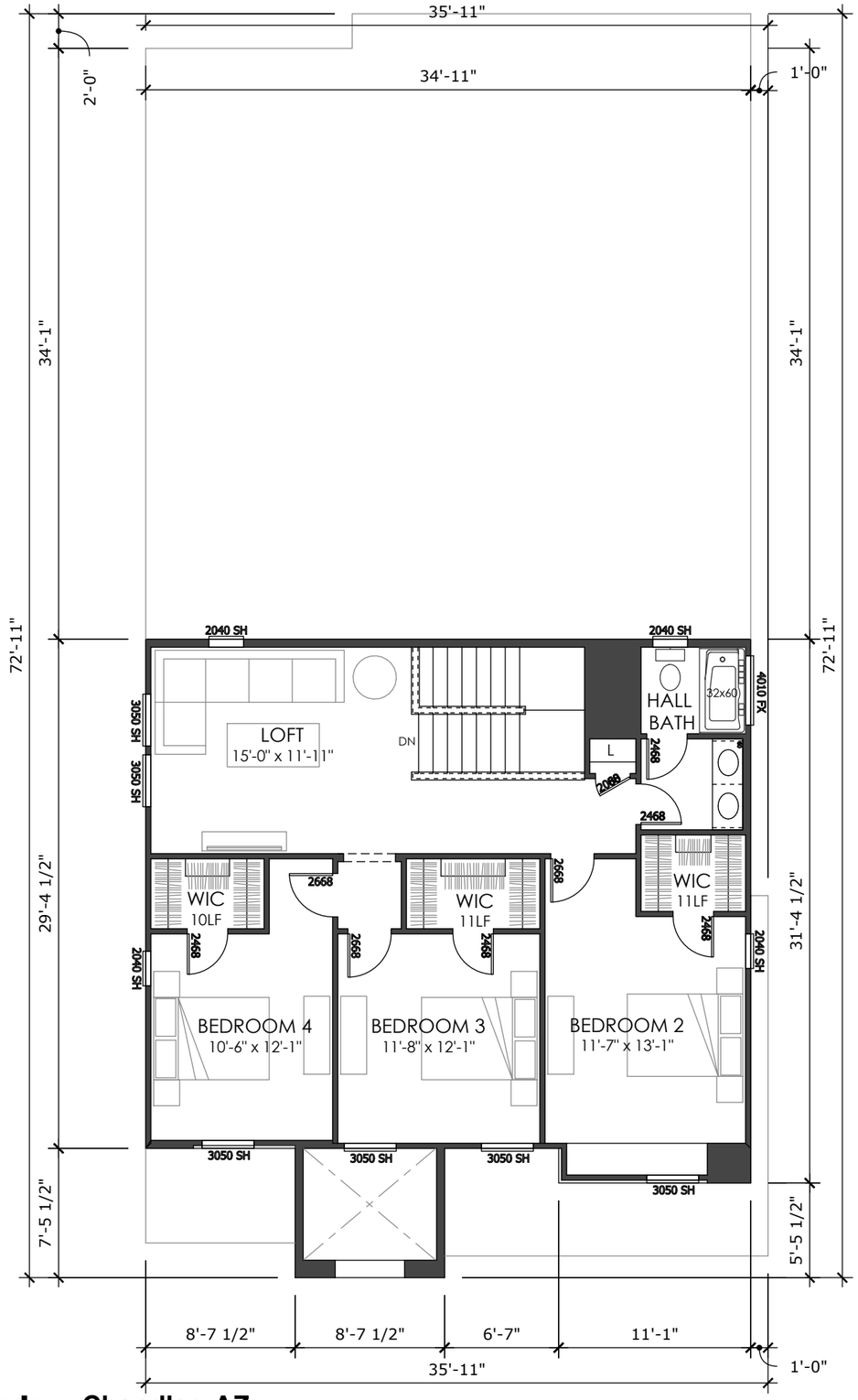
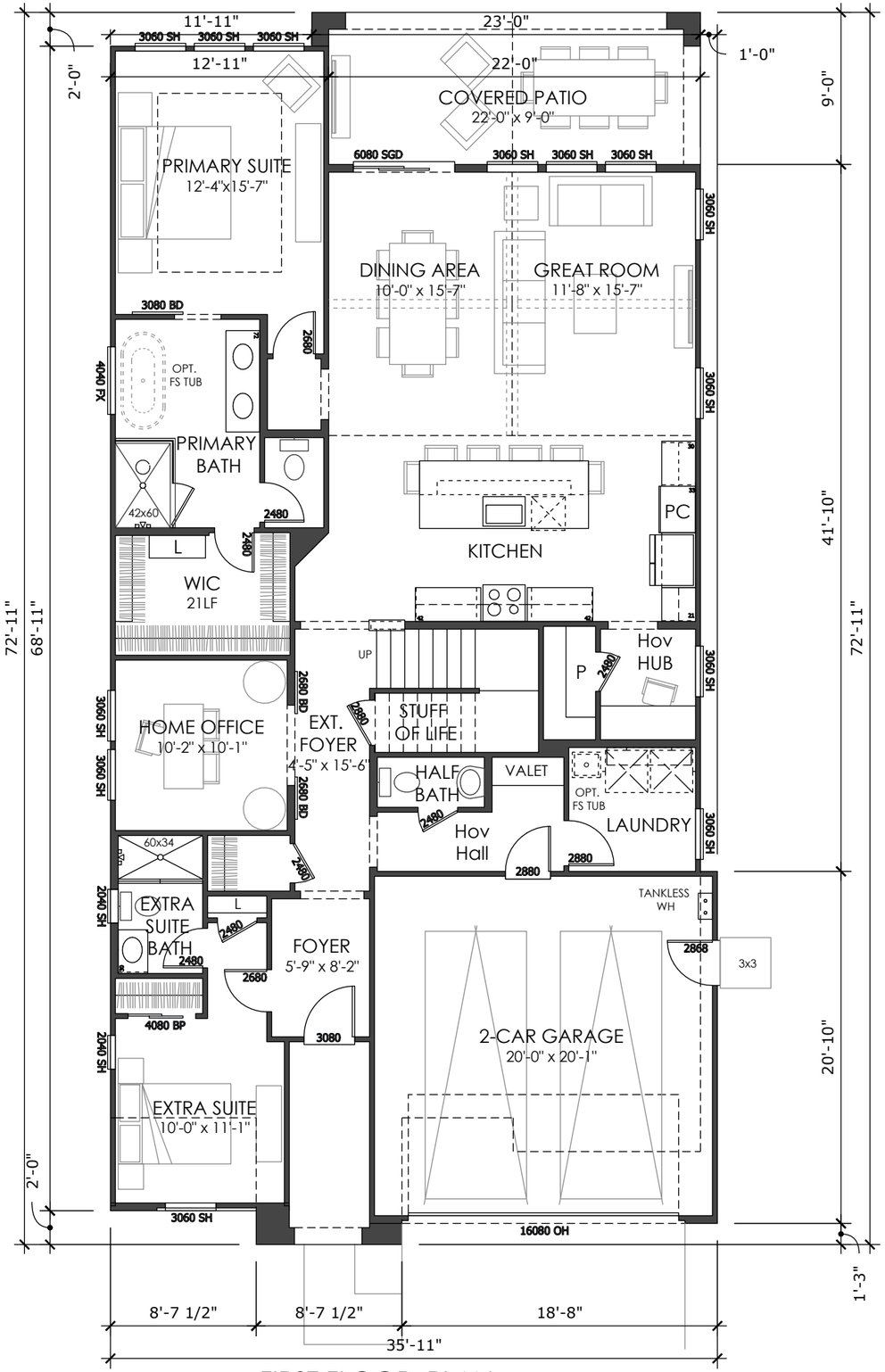
Viviendo :: Chandler, AZ



SECOND FLOOR PLAN
ZA - CONTEMPORARY



FIRST FLOOR PLAN
ZA - CONTEMPORARY

35' MARKET RATE :: SP-2

PLAN 3

LIV. SF:	**2,846**
PLAN W x D:	**34'-11" x 72'-11"**
PLAN #:	8065
SCALE:	1/8" = 1'-0"
PLAN NAME:	**REINE**

VITAL STATS

BEDROOM	5
BATH	3.5
CAR	2
CEILING	9' | 9'
WINDOW HDR	8' | 8'

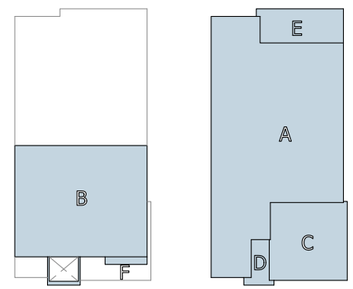
STATUS | NTL PORTFOLIO PLAN

AREA S.F. BREAKDOWN

MAX. LIVABLE (A):	**2,846**
(A) 1ST FLR LIVABLE:	1,820
(B) 2ND FLR LIVABLE:	1,026
(C) 2 CAR GARAGE:	420
(D) COVERED ENTRY:	
ELEVATION UA:	**63**
ELEVATION XA:	149
ELEVATION ZA:	62
(E) COVERED PATIO:	200
(F) ARCH. PROJECTION:	
ELEVATION UA:	**48**
ELEVATION XA:	26
ELEVATION ZA:	22

(UA)MAX FOOTPRINT: **2,589**

TYP LOT SIZE | 46'x112' (SF)
LOT COVERAGE ALLOWED | 60.0%
LOT COVERAGE | 2,589 /5,152 = 50.3%



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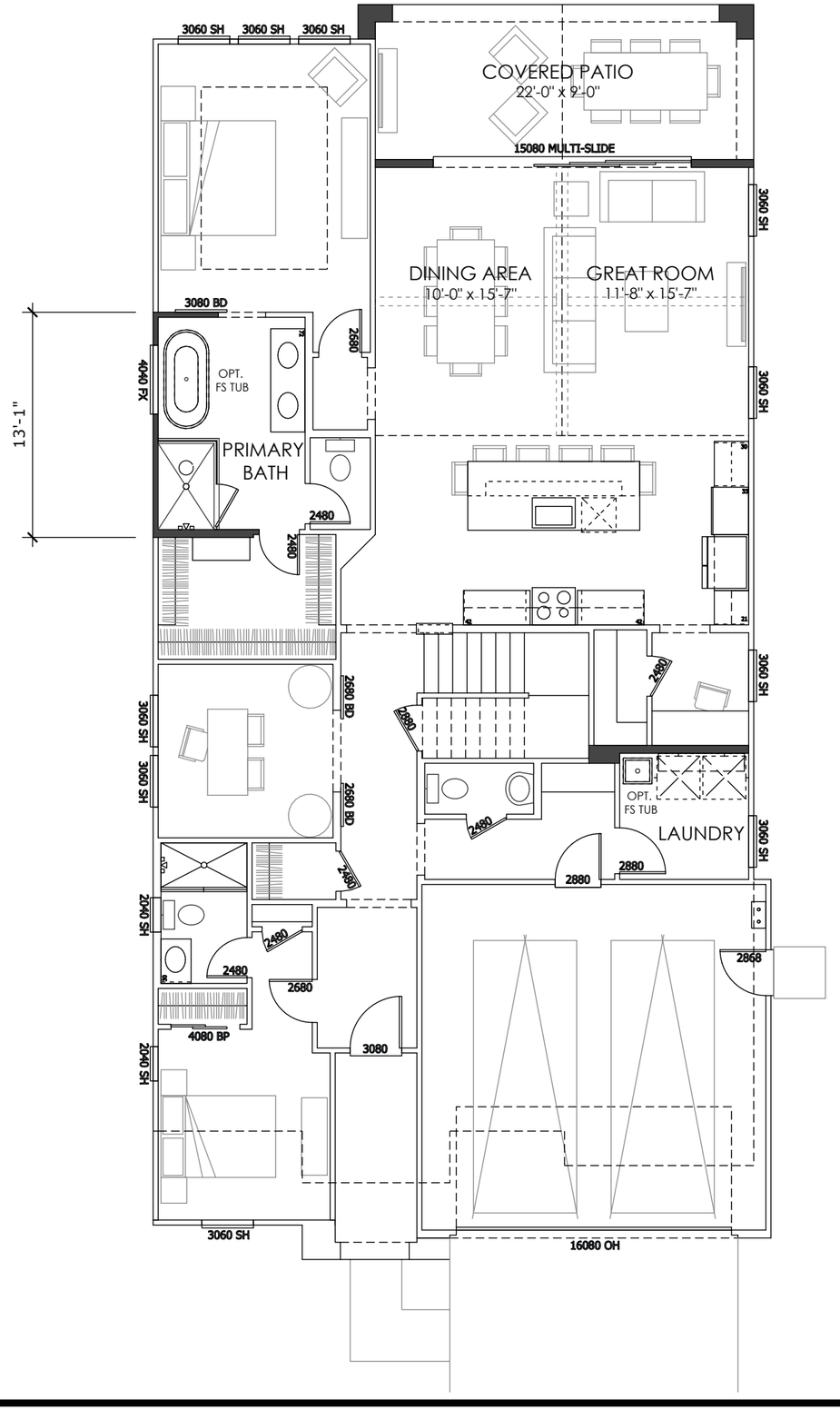


35' MARKET RATE :: SP-2

PLAN 3 *(OPTIONS)*

LIV. SF:	**2,846**
PLAN W x D:	**34'-11" x 72'-11"**
PLAN #:	8065
SCALE:	1/8" = 1'-0"
PLAN NAME:	**REINE**

VITAL STATS

BEDROOM	5
BATH	3.5
CAR	2
CEILING	9' | 9'
WINDOW HDR	8' | 8'

STATUS | NTL PORTFOLIO PLAN

AREA S.F. BREAKDOWN

MAX. LIVABLE (A):	**2,846**
(A) 1ST FLR LIVABLE:	1,820
(B) 2ND FLR LIVABLE:	1,026
(C) 2 CAR GARAGE:	420
(D) COVERED ENTRY:	
ELEVATION UA:	**63**
ELEVATION XA:	149
ELEVATION ZA:	62
(E) COVERED PATIO:	200
(F) ARCH. PROJECTION:	
ELEVATION UA:	**48**
ELEVATION XA:	26
ELEVATION ZA:	22
(UA)MAX FOOTPRINT:	**2,589**

TYP LOT SIZE | 46'x112' (SF)
LOT COVERAGE ALLOWED | 60.0%
LOT COVERAGE | 2,589 /5,152 = 50.3%

OPTION :: 15080 SGD WITH COVERED PATIO
OPTION :: FREESTANDING TUB AT PRIMARY BATH
OPTION :: FREESTANDING TUB AT LAUNDRY
OPTION :: BEAMS AT GREAT ROOM CEILING

FIRST FLOOR OPTIONS
UA - SPANISH MODERN

KHovnanian Homes

35' :: MKT SPEC2

PLAN 3

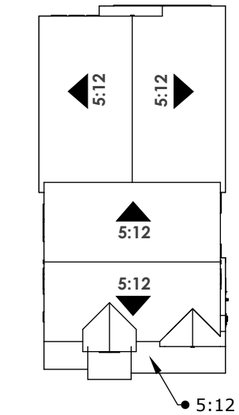
LIV. SF:	**2,846**
PLAN WxD:	**34'-11' x 70'-11"**
PLAN #:	8065
PLAN NAME:	**REINE**

FORM UA - SPANISH MODERN

FORM UA - SPANISH MODERN
FRONT VIEW: N.T.S.

RIGHT ELEVATION
SCALE: 3/32" = 1'-0"

REAR ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

1. PROMINENT GABLES
2. CONCRETE 'FLAT' TILES
3. FLUSH RAKE 12" EAVES
4. DECORATIVE GABLE DETAILS
5. DECORATIVE RECESSED WINDOWS
6. PLATE HEIGHT - 9'-1"A.S.F.F. / 9'-1"A.F.F.
7. WINDOW HEADER - 8'-0" / 8'-0" A.F.F.

LEFT ELEVATION
SCALE: 3/32" = 1'-0"

FRONT ELEVATION
SCALE: 3/32" = 1'-0"

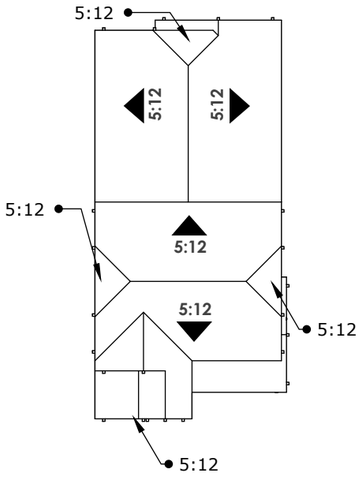
AZD Viviendo :: Chandler, AZ

35' :: MKT SPEC2

PLAN 3

LIV. SF:	**2,846**
PLAN WxD:	**34'-11' x 74'-11"**
PLAN #:	8065
PLAN NAME:	**REINE**

FORM XA - HACIENDA



ROOF PLAN | SCALE: N.T.S.

FORM XA - HACIENDA
FRONT VIEW: N.T.S.

RIGHT ELEVATION
SCALE: 3/32" = 1'-0"

REAR ELEVATION
SCALE: 3/32" = 1'-0"

STYLE LEGEND:

1. PROMINENT GABLES, HIPS & CLIPS
2. CONCRETE 'S' TILES
3. 12" RAKES AND 12" EAVES
4. DECORATIVE GABLE DETAILS
5. DECORATIVE STONE ACCENTS
6. PLATE HEIGHT - 9'-1"A.S.F.F. / 9'-1"A.F.F.
7. WINDOW HEADER - 8'-0" / 8'-0" A.F.F.

LEFT ELEVATION
SCALE: 3/32" = 1'-0"

FRONT ELEVATION
SCALE: 3/32" = 1'-0"

KHovnanian Homes

AZD Viviendo :: Chandler, AZ

35' :: MKT SPEC2

PLAN 3

LIV. SF:	**2,846**
PLAN WxD:	**34'-11' x 70'-11"**
PLAN #:	8065
PLAN NAME:	**REINE**

FORM ZA - CONTEMPORARY

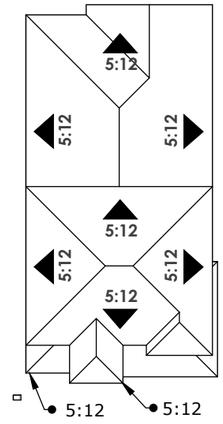
FORM ZA - CONTEMPORARY
FRONT VIEW: N.T.S.

RIGHT ELEVATION
SCALE: 3/32" = 1'-0"

REAR ELEVATION
SCALE: 3/32" = 1'-0"

LEFT ELEVATION
SCALE: 3/32" = 1'-0"

FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

1. PROMINENT HIPS
2. CONCRETE 'T' TILES
3. 12" EAVES
4. DECORATIVE SIDING
5. DECORATIVE STONE ACCENTS
6. PLATE HEIGHT - 9'-1"A.S.F.F. / 9'-1"A.F.F.
7. WINDOW HEADER - 8'-0" / 8'-0" A.F.F.

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FORM ZA - CONTEMPORARY

REAR ELEVATION
SCALE: 3/32" = 1'0"

FORM XA - HACIENDA

REAR ELEVATION
SCALE: 3/32" = 1'0"

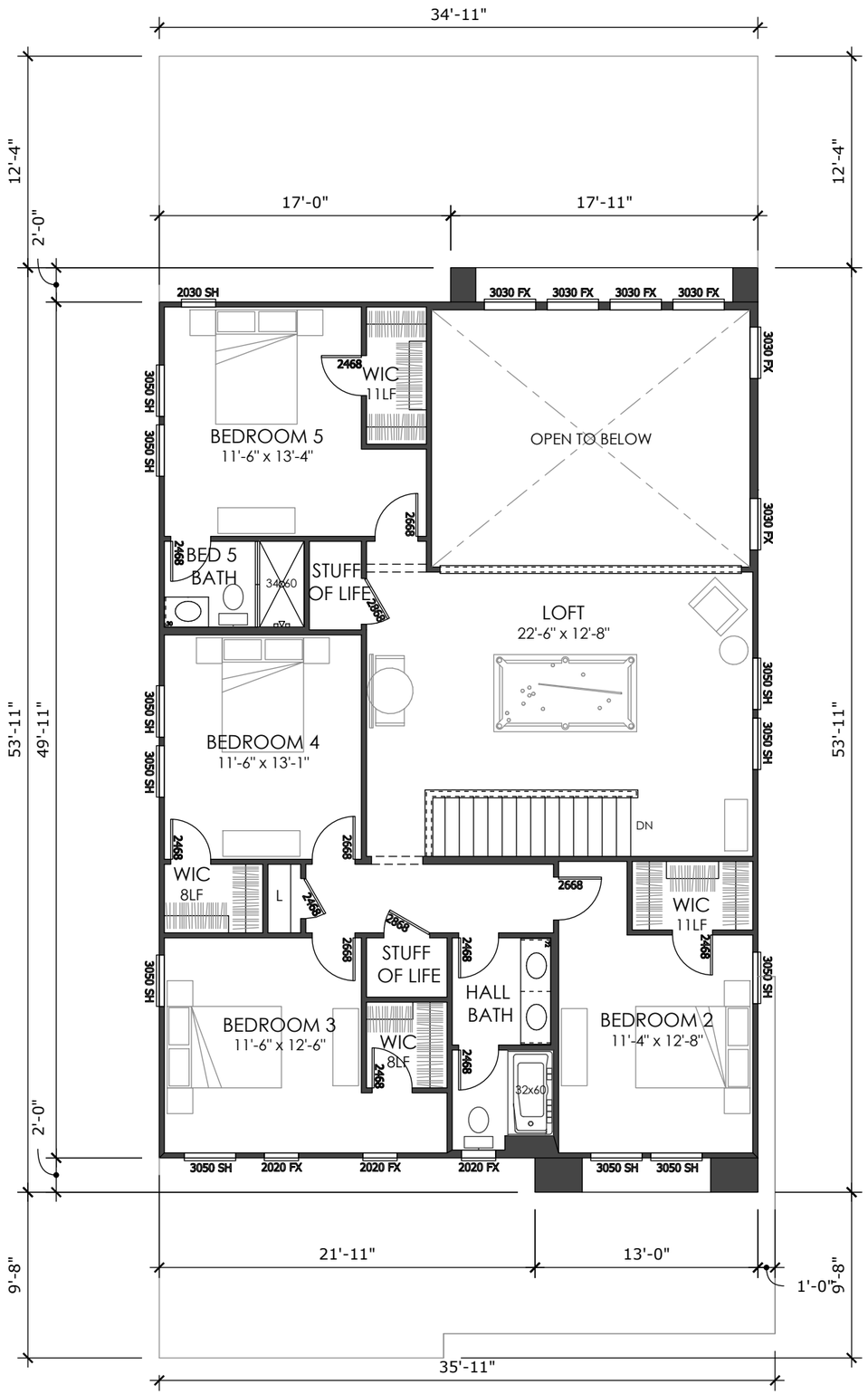
FORM UA - SPANISH MODERN

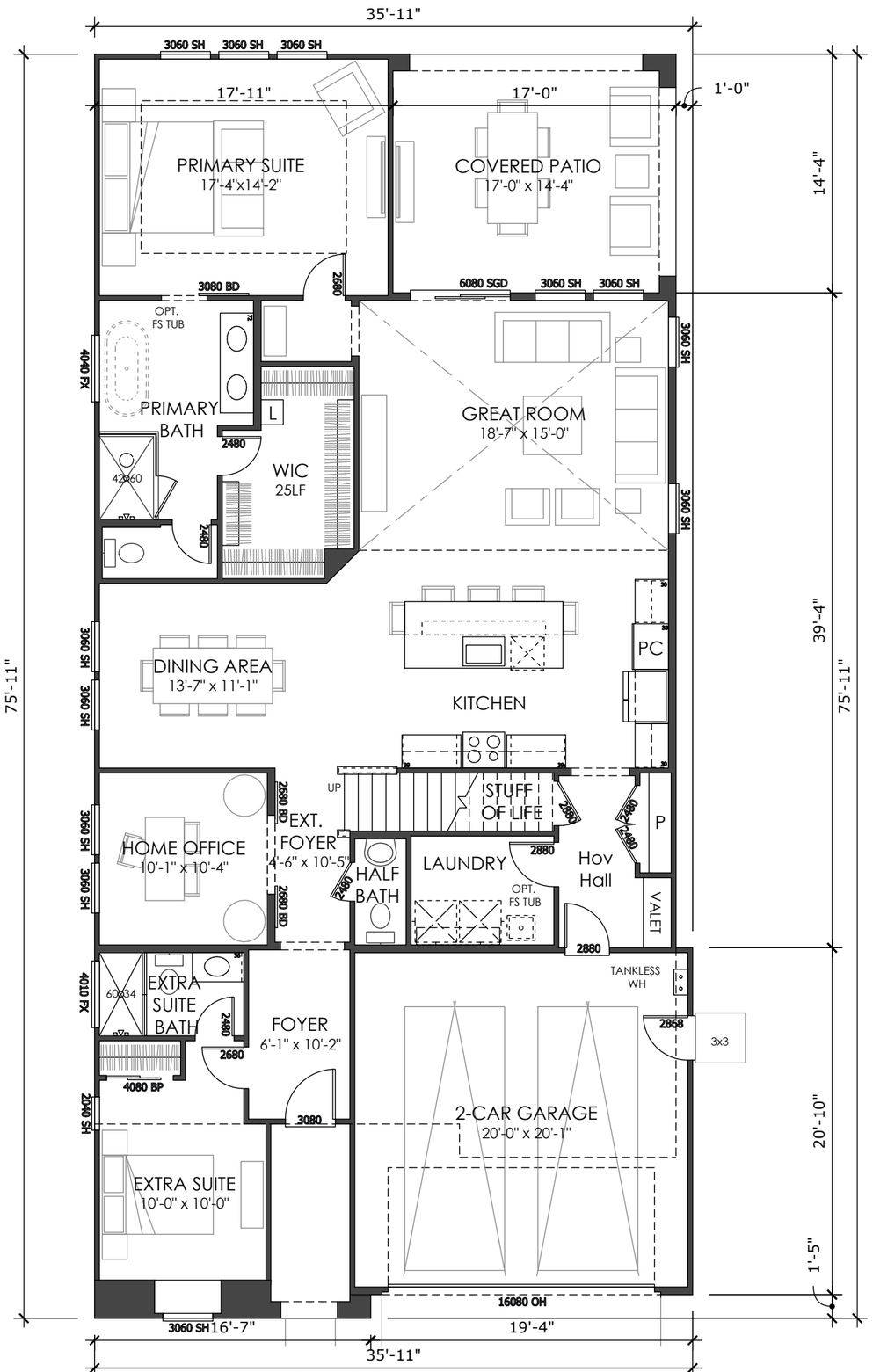
REAR ELEVATION
SCALE: 3/32" = 1'0"

35' :: MKT SPEC2

PLAN 3 *(OPTIONS)*

LIV. SF:	**2,846**
PLAN WxD:	**34'-11' x 70'-11"**
PLAN #:	8065
PLAN NAME:	**REINE**
OPT. MULTI SGD	





35' MARKET RATE :: SP-2

PLAN 4

LIV. SF:	**3,352**
PLAN W x D:	**34'-11" x 75'-11"**
PLAN #:	8083
SCALE:	1/8" = 1'-0"
PLAN NAME:	**VIENNE**

VITAL STATS

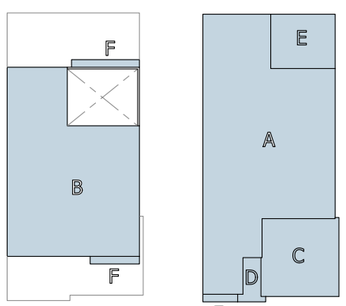
BEDROOM	6
BATH	4.5
CAR	2
CEILING	9' | 9'
WINDOW HDR	8' | 8'

STATUS | NTL PORTFOLIO PLAN

AREA S.F. BREAKDOWN

MAX. LIVABLE (A):	**3,352**
(A) 1ST FLR LIVABLE:	1,903
(B) 2ND FLR LIVABLE:	1,449
(C) 2 CAR GARAGE:	420
(D) COVERED ENTRY:	
ELEVATION UA:	**60**
ELEVATION XA:	60
ELEVATION ZA:	60
(E) COVERED PATIO:	244
(F) ARCH. PROJECTION:	
ELEVATION UA:	**80**
ELEVATION XA:	80
ELEVATION ZA:	87
(UA)MAX FOOTPRINT:	**2,627**

TYP LOT SIZE | 46'x112' (SF)
LOT COVERAGE ALLOWED | 60.0%
LOT COVERAGE | 2,627 /5,152 = 50.9%



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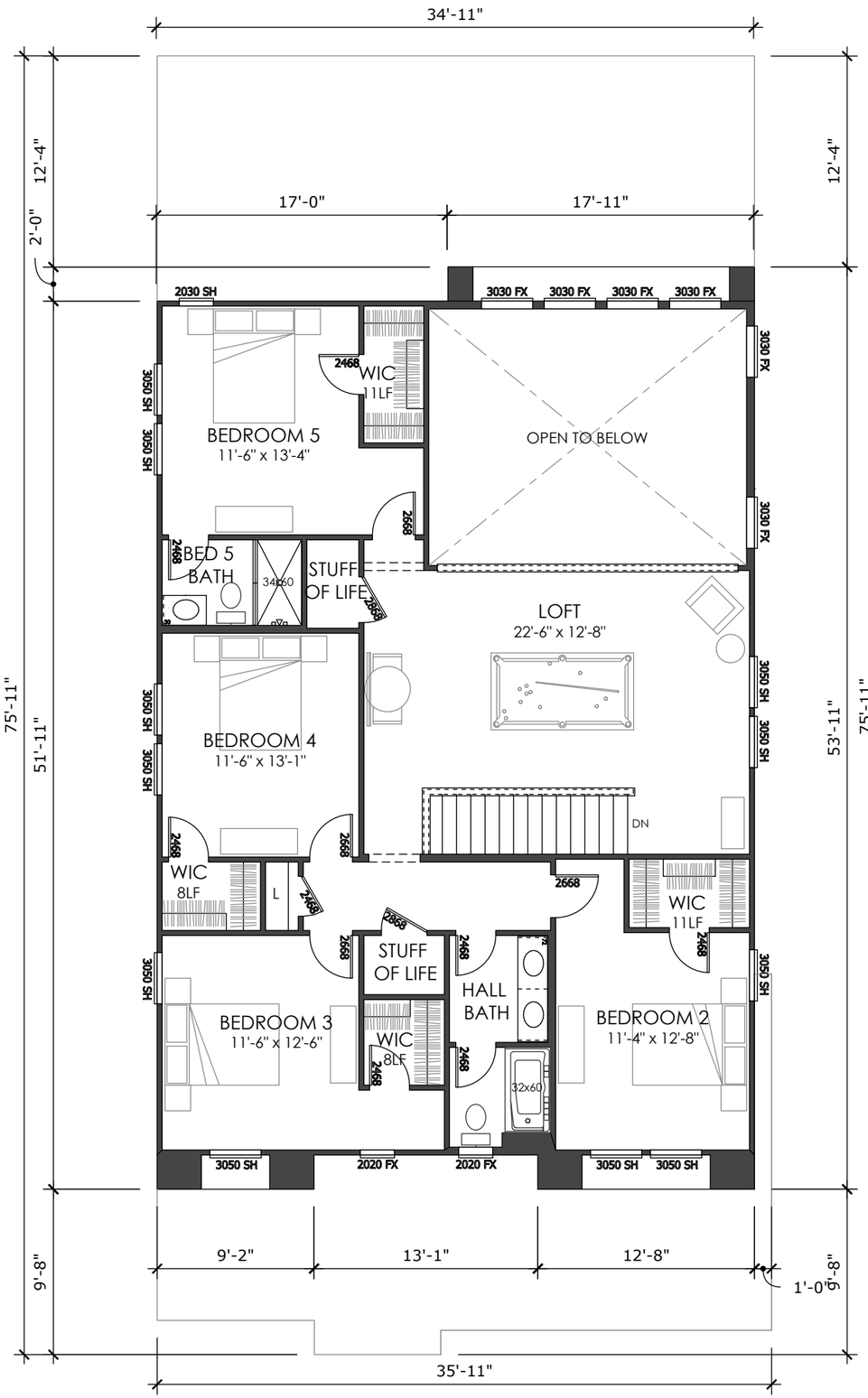
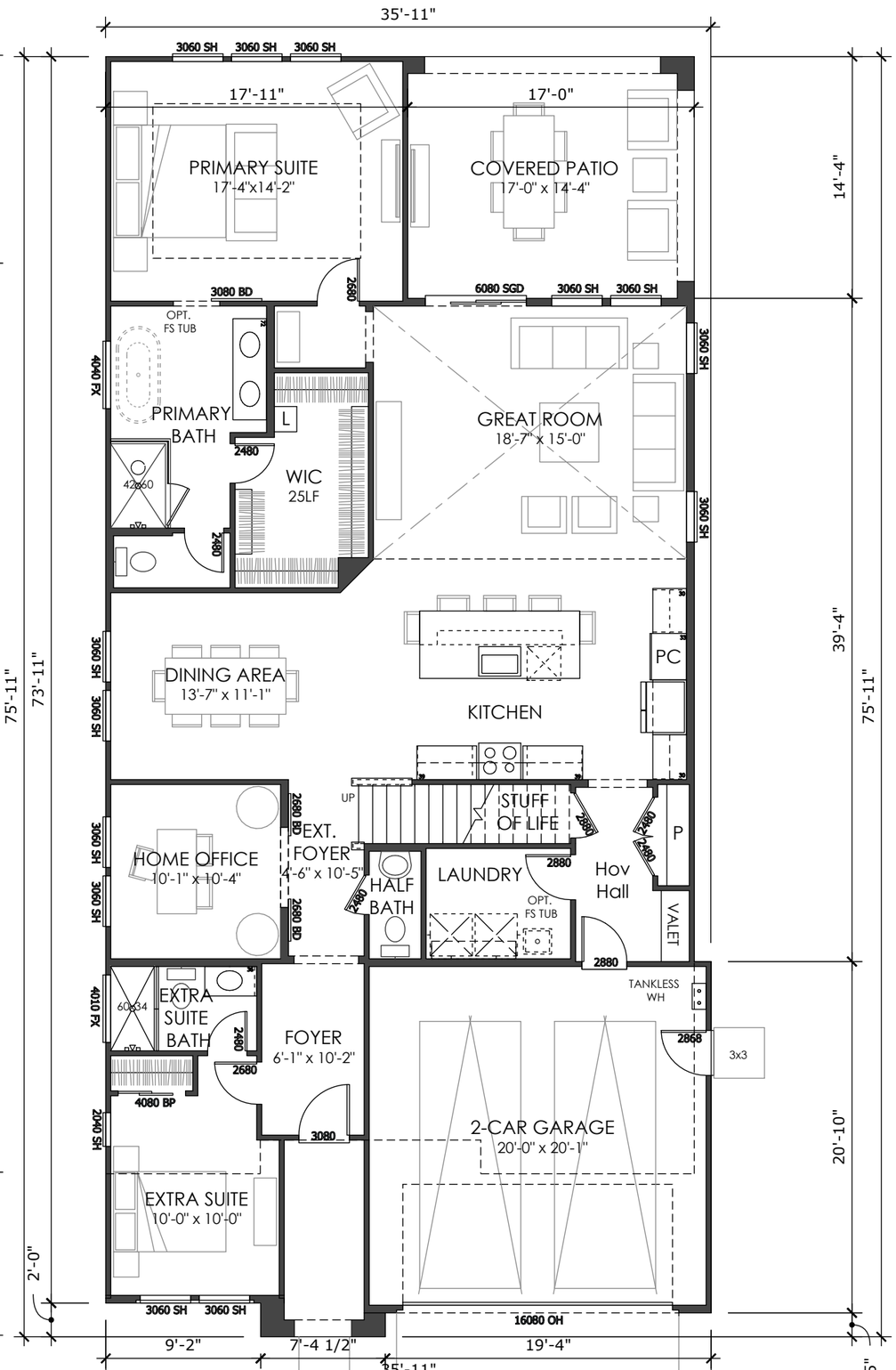
SECOND FLOOR PLAN
UA - SPANISH MODERN

FIRST FLOOR PLAN
UA - SPANISH MODERN



SECOND FLOOR PLAN
XA - HACIENDA



FIRST FLOOR PLAN
XA - HACIENDA

35' MARKET RATE :: SP-2

PLAN 4

LIV. SF:	**3,352**
PLAN W x D:	**34'-11" x 75'-11"**
PLAN #:	8083
SCALE:	1/8" = 1'-0"
PLAN NAME:	**VIENNE**

VITAL STATS

BEDROOM	6
BATH	4.5
CAR	2
CEILING	9' | 9'
WINDOW HDR	8' | 8'

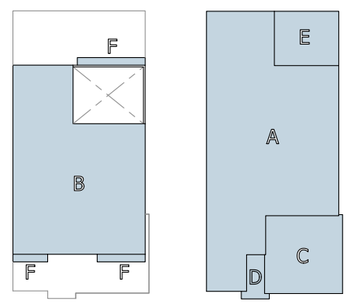
STATUS | NTL PORTFOLIO PLAN

AREA S.F. BREAKDOWN

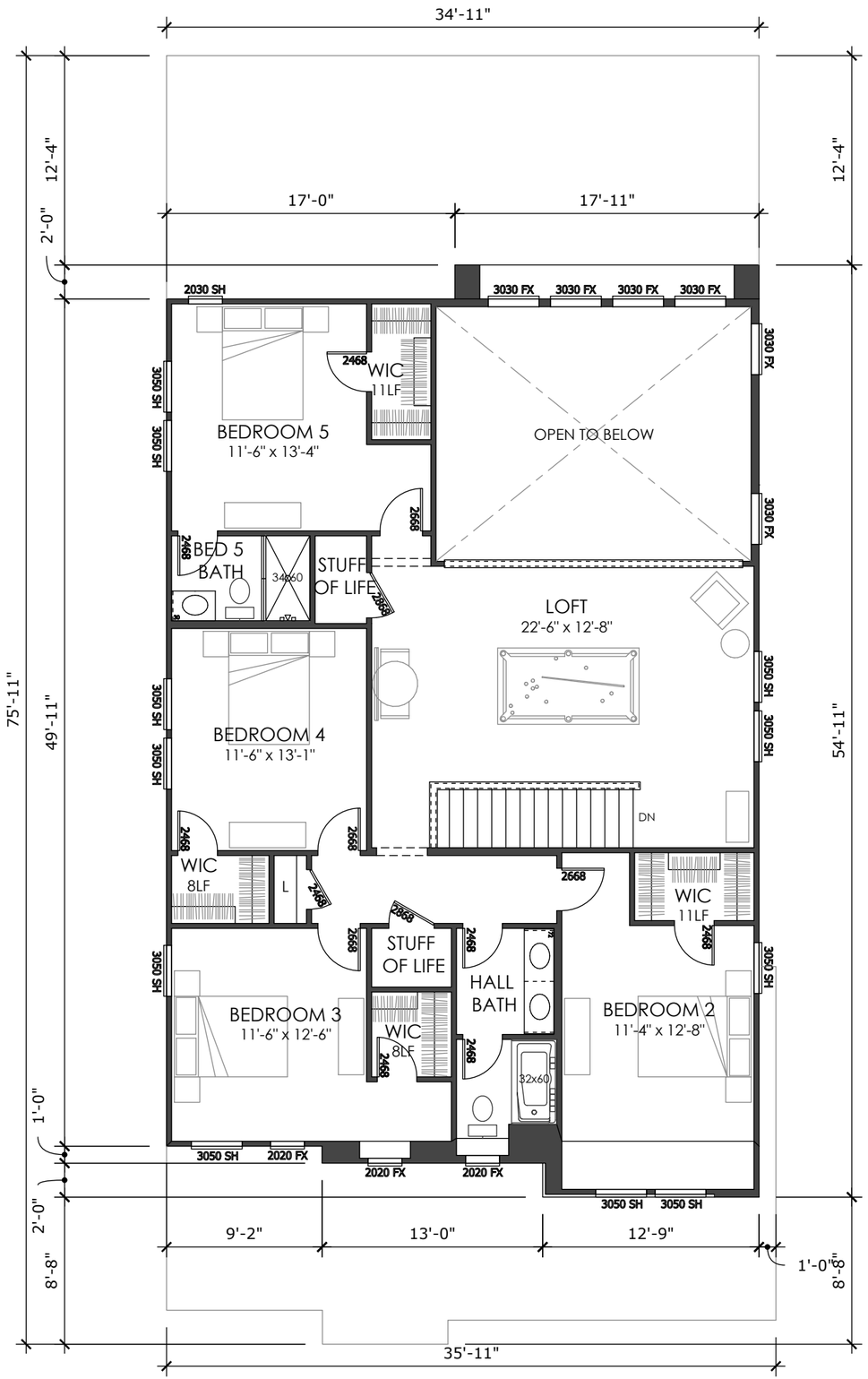
MAX. LIVABLE (A):	**3,352**
(A) 1ST FLR LIVABLE:	1,903
(B) 2ND FLR LIVABLE:	1,449
(C) 2 CAR GARAGE:	420
(D) COVERED ENTRY:	
ELEVATION UA:	**60**
ELEVATION XA:	60
ELEVATION ZA:	60
(E) COVERED PATIO:	244
(F) ARCH. PROJECTION:	
ELEVATION UA:	**80**
ELEVATION XA:	80
ELEVATION ZA:	87

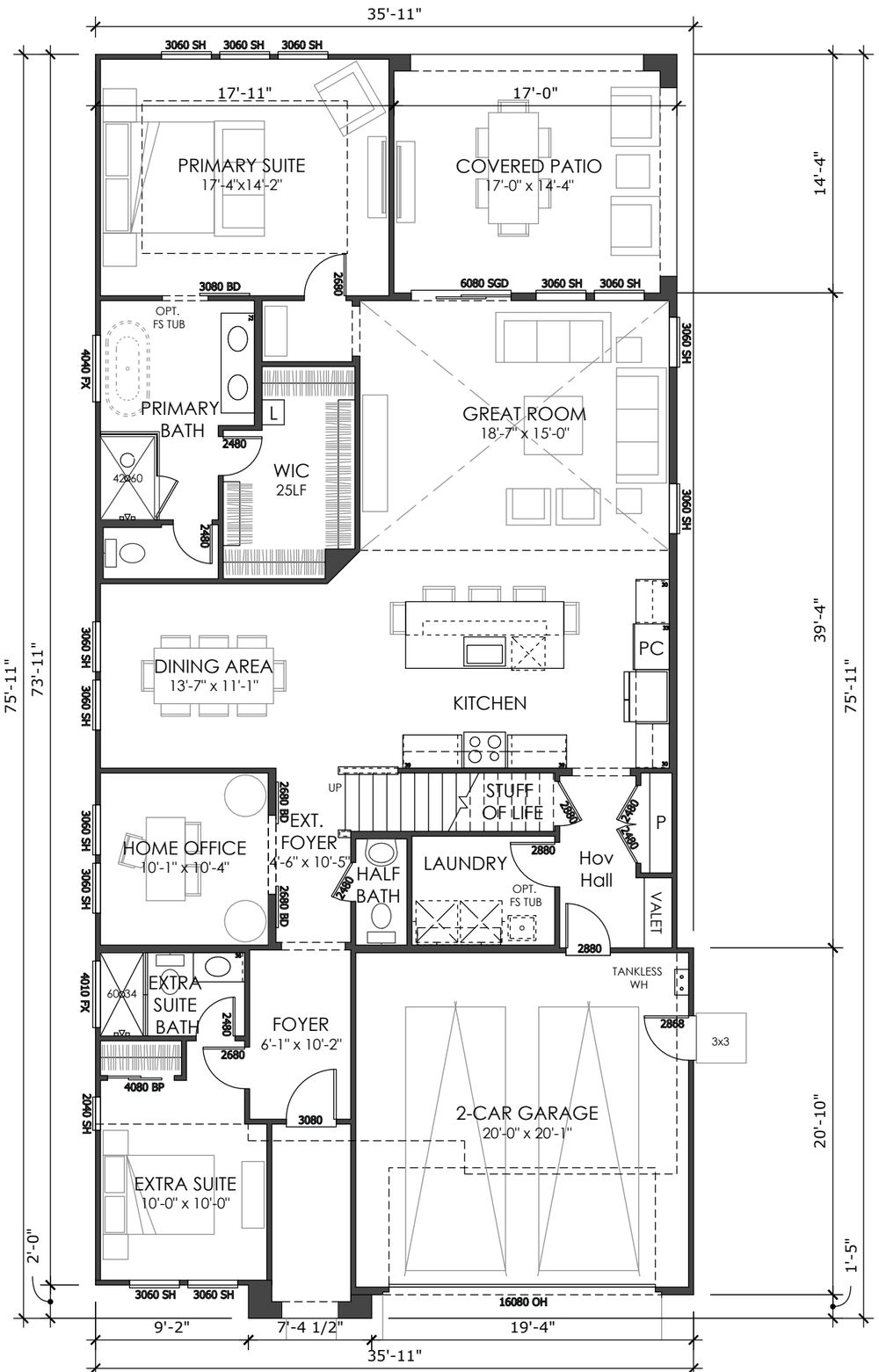
(UA)MAX FOOTPRINT: **2,627**

TYP LOT SIZE | 46'x112' (SF)
LOT COVERAGE ALLOWED | 60.0%
LOT COVERAGE | 2,627 /5,152 = 50.9%



KHovnanian Homes





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SECOND FLOOR PLAN
ZA - CONTEMPORARY

FIRST FLOOR PLAN
ZA - CONTEMPORARY

35' MARKET RATE :: SP-2

PLAN 4

LIV. SF:	**3,352**
PLAN W x D:	**34'-11" x 75'-11"**
PLAN #:	8083
SCALE:	1/8" = 1'-0"
PLAN NAME:	**VIENNE**

VITAL STATS

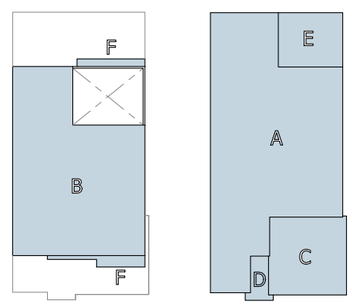
BEDROOM	6
BATH	4.5
CAR	2
CEILING	9' | 9'
WINDOW HDR	8' | 8'

STATUS | NTL PORTFOLIO PLAN

AREA S.F. BREAKDOWN

MAX. LIVABLE (A):	**3,352**
(A) 1ST FLR LIVABLE:	1,903
(B) 2ND FLR LIVABLE:	1,449
(C) 2 CAR GARAGE:	420
(D) COVERED ENTRY:	
ELEVATION UA:	**60**
ELEVATION XA:	60
ELEVATION ZA:	60
(E) COVERED PATIO:	244
(F) ARCH. PROJECTION:	
ELEVATION UA:	**80**
ELEVATION XA:	80
ELEVATION ZA:	87
(UA)MAX FOOTPRINT:	**2,627**

TYP LOT SIZE | 46'x112' (SF)
LOT COVERAGE ALLOWED | 60.0%
LOT COVERAGE | 2,627 /5,152 = 50.9%



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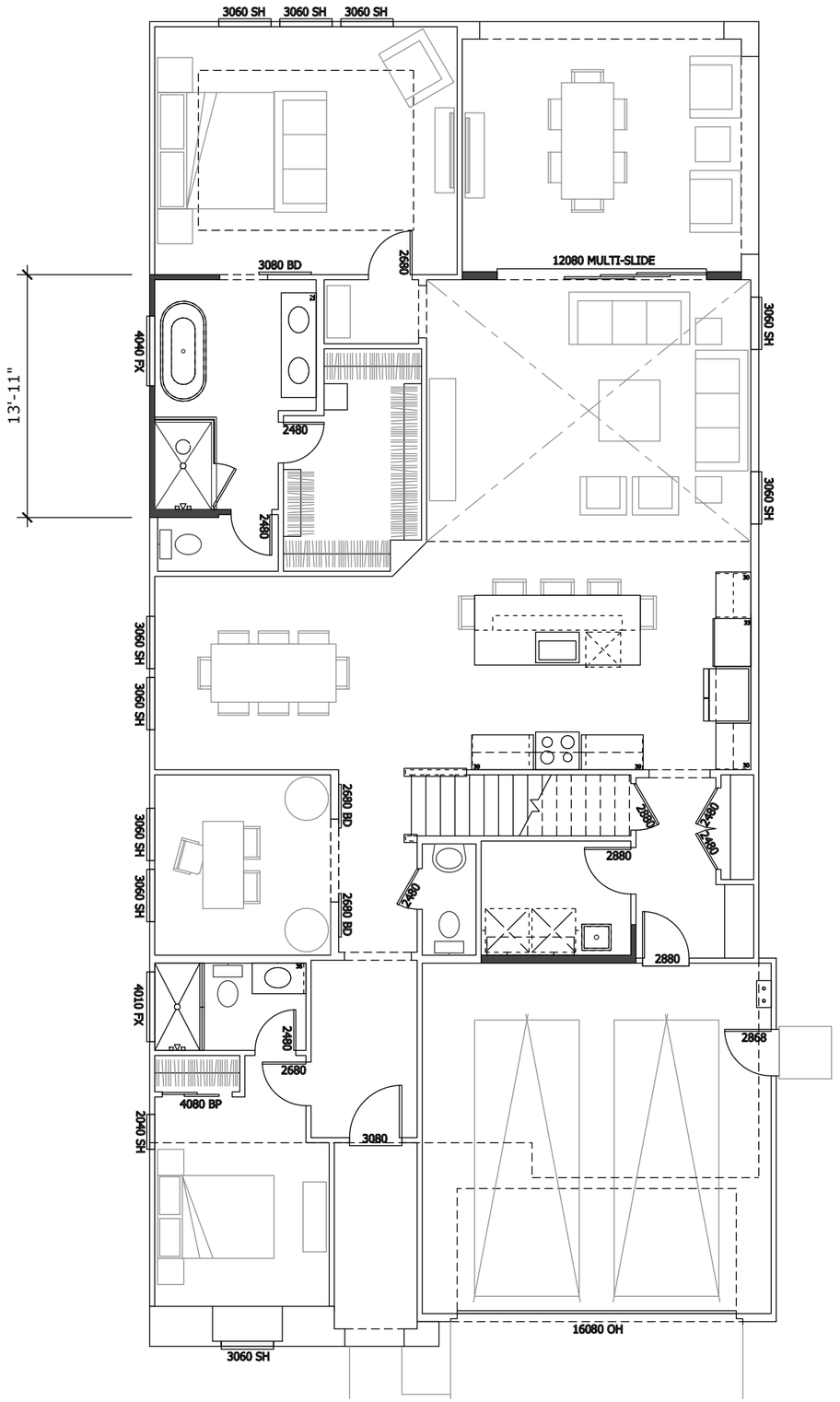

35' MARKET RATE :: SP-2

PLAN 4 *(OPTIONS)*

LIV. SF:	**3,352**
PLAN W x D:	**34'-11" x 75'-11"**
PLAN #:	8083
SCALE:	1/8" = 1'-0"
PLAN NAME:	**VIENNE**

VITAL STATS

BEDROOM	6
BATH	4.5
CAR	2
CEILING	9' | 9'
WINDOW HDR	8' | 8'

STATUS | NTL PORTFOLIO PLAN

AREA S.F. BREAKDOWN

MAX. LIVABLE (A):	**3,352**
(A) 1ST FLR LIVABLE:	1,903
(B) 2ND FLR LIVABLE:	1,449
(C) 2 CAR GARAGE:	420
(D) COVERED ENTRY:	
ELEVATION UA:	**60**
ELEVATION XA:	60
ELEVATION ZA:	60
(E) COVERED PATIO:	244
(F) ARCH. PROJECTION:	
ELEVATION UA:	**80**
ELEVATION XA:	80
ELEVATION ZA:	87
(UA)MAX FOOTPRINT:	**2,627**

TYP LOT SIZE | 46'x112' (SF)
LOT COVERAGE ALLOWED | 60.0%
LOT COVERAGE | 2,627 /5,152 = 50.9%

OPTION :: 12080 MULTI-SLIDE
OPTION :: FREESTANDING TUB AT PRIMARY BATH
OPTION :: FREESTANDING TUB AT LAUNDRY

FIRST FLOOR OPTIONS
UA - SPANISH MODERN

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35' :: MKT SPEC2

PLAN 4

LIV. SF:	**3,352**
PLAN WxD:	**34'-11' x 75'-11"**
PLAN #:	8083
PLAN NAME:	**VIENNE**

FORM UA - SPANISH MODERN

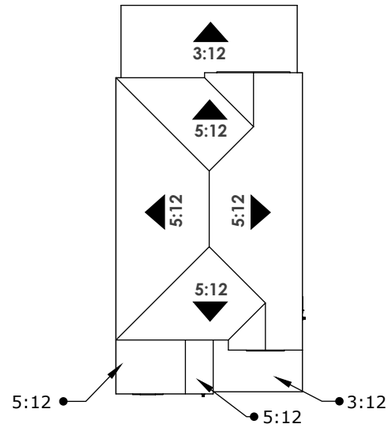
FORM UA - SPANISH MODERN
FRONT VIEW: N.T.S.

RIGHT ELEVATION
SCALE: 3/32" = 1'-0"

REAR ELEVATION
SCALE: 3/32" = 1'-0"

LEFT ELEVATION
SCALE: 3/32" = 1'-0"

FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

1. PROMINENT GABLES
2. CONCRETE 'FLAT' TILES
3. FLUSH RAKE 12" EAVES
4. DECORATIVE GABLE DETAILS
5. DECORATIVE RECESSED WINDOWS
6. PLATE HEIGHT - 9'-1"A.S.F.F. / 9'-1"A.F.F.
7. WINDOW HEADER - 8'-0" / 8'-0" A.F.F.

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35' :: MKT SPEC2

PLAN 4

LIV. SF:	**3,352**
PLAN WxD:	**34'-11' x 75'-11"**
PLAN #:	8083
PLAN NAME:	**VIENNE**

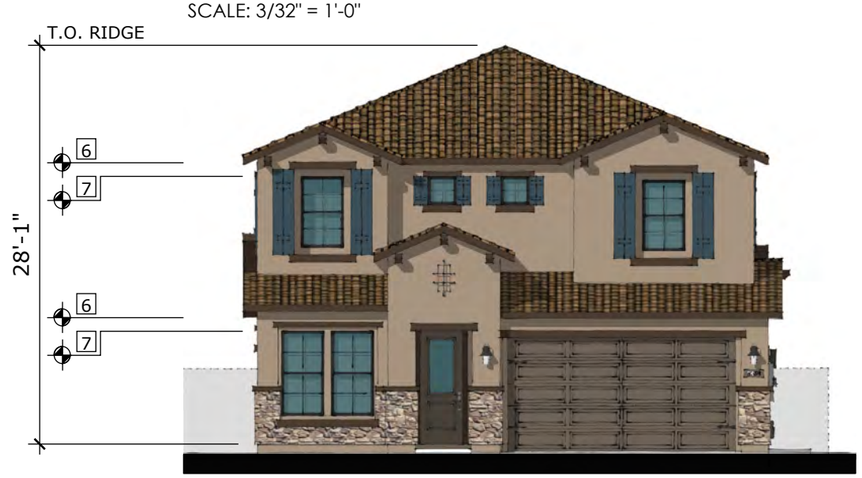
FORM XA - HACIENDA

FORM XA - HACIENDA
FRONT VIEW: N.T.S.

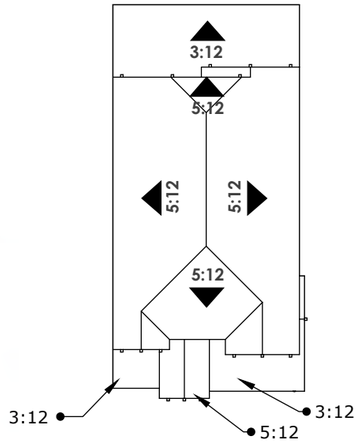
RIGHT ELEVATION
SCALE: 3/32" = 1'-0"

REAR ELEVATION
SCALE: 3/32" = 1'-0"

LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN | SCALE: N.T.S.

STYLE LEGEND:

1. PROMINENT GABLES, HIPS & CLIPS
2. CONCRETE 'S' TILES
3. 12" RAKES AND 12" EAVES
4. DECORATIVE GABLE DETAILS
5. DECORATIVE STONE ACCENTS
6. PLATE HEIGHT - 9'-1"A.S.F.F. / 9'-1"A.F.F.
7. WINDOW HEADER - 8'-0" / 8'-0" A.F.F.

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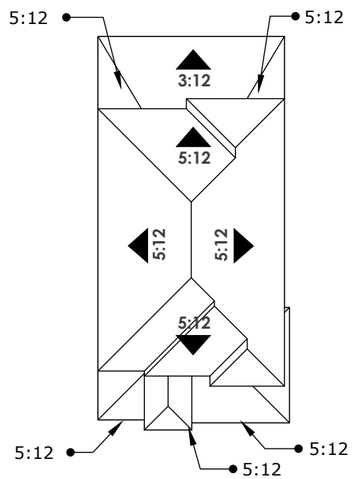
35' :: MKT SPEC2

PLAN 4

LIV. SF:	**3,352**
PLAN WxD:	**34'-11' x 75'-11"**
PLAN #:	8083
PLAN NAME:	**VIENNE**

FORM ZA - CONTEMPORARY



ROOF PLAN | SCALE: N.T.S.

FORM ZA - CONTEMPORARY
FRONT VIEW: N.T.S.

RIGHT ELEVATION
SCALE: 3/32" = 1'-0"

REAR ELEVATION
SCALE: 3/32" = 1'-0"

LEFT ELEVATION
SCALE: 3/32" = 1'-0"

FRONT ELEVATION
SCALE: 3/32" = 1'-0"

STYLE LEGEND:

1. PROMINENT HIPS
2. CONCRETE 'T' TILES
3. 12" EAVES
4. DECORATIVE SIDING
5. DECORATIVE STONE ACCENTS
6. PLATE HEIGHT - 9'-1"A.S.F.F. / 9'-1"A.F.F.
7. WINDOW HEADER - 8'-0" / 8'-0" A.F.F.

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FORM ZA - CONTEMPORARY

REAR ELEVATION
SCALE: 3/32" = 1'0"

FORM XA - HACIENDA

REAR ELEVATION
SCALE: 3/32" = 1'0"

FORM UA - SPANISH MODERN

REAR ELEVATION
SCALE: 3/32" = 1'0"

35' :: MKT SPEC2

PLAN 4 *(OPTIONS)*

LIV. SF:	**3,352**
PLAN WxD:	**34'-11' x 75'-11"**
PLAN #:	8083
PLAN NAME:	**VIENNE**
OPT. MULTI SGD	

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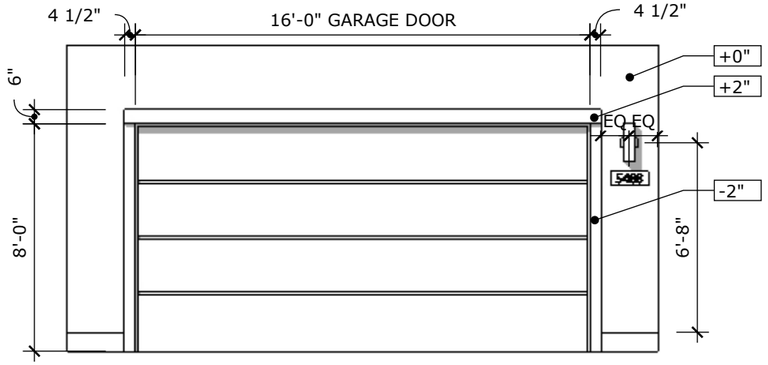
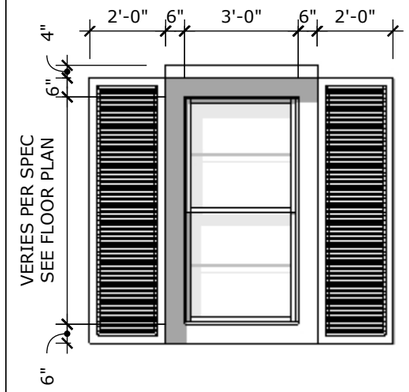
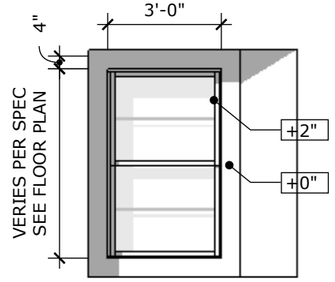


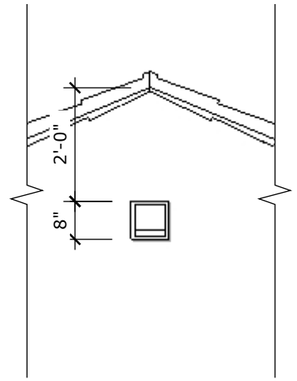
RECESSED GARAGE DOOR | U10



RECESSED WINDOW W/SHUTTERS | U7

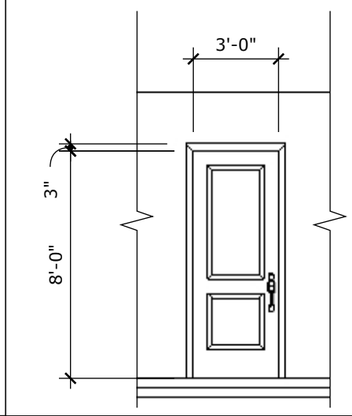


STUCCO TRIM @ (1)WINDOW | U4

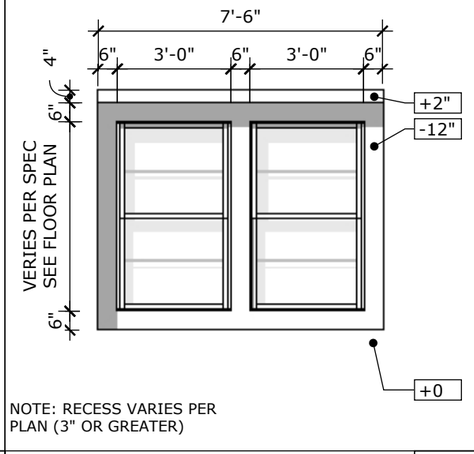


GABLE DETAIL 1-TILE | U1

U14

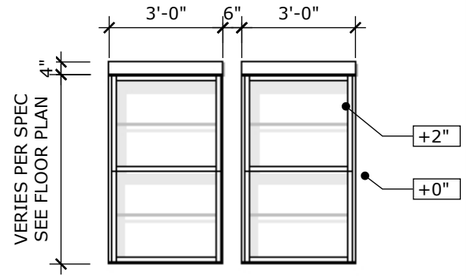


ENTRY DOOR | U11

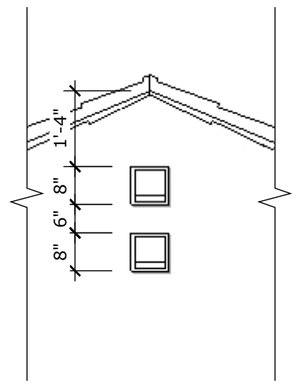


NOTE: RECESS VARIES PER PLAN (3" OR GREATER)

RECESSED (2)WINDOW | U8

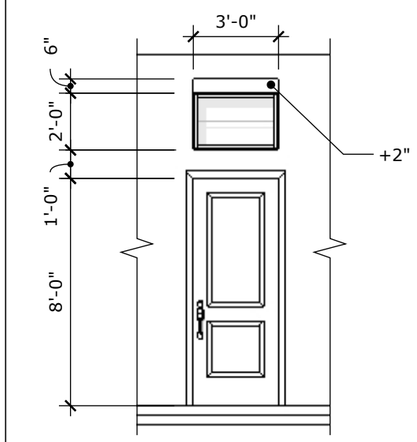


STUCCO TRIM @ (2)WINDOW | U5

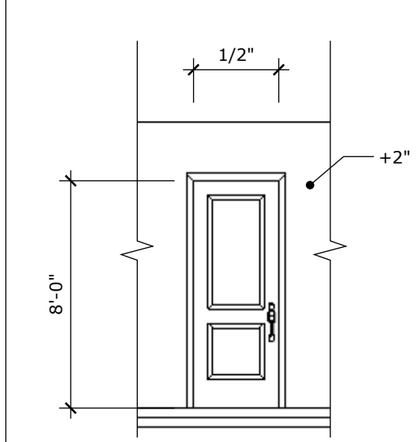


GABLE DETAIL 2-TILE | U2

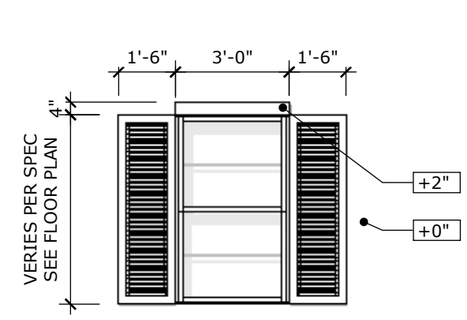
U15



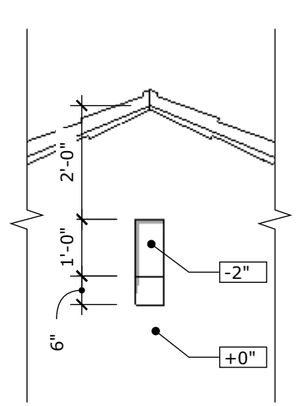
ENTRY DOOR W/TRANSOM | U12



ENTRY DOOR | U9

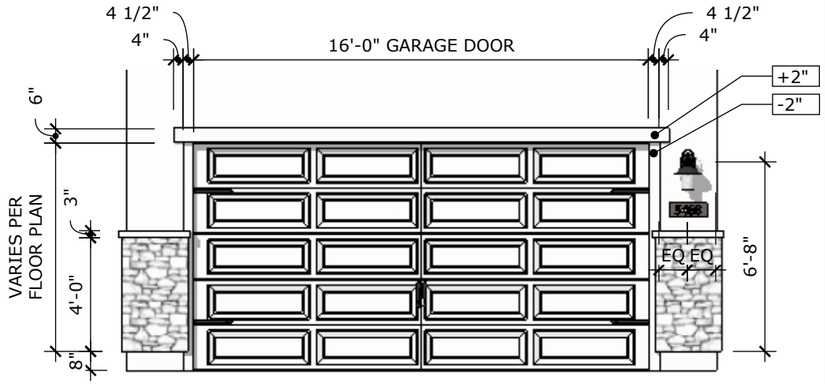


STUCCO TRIM @ (1)WINDOW W/SUTTERS | U6



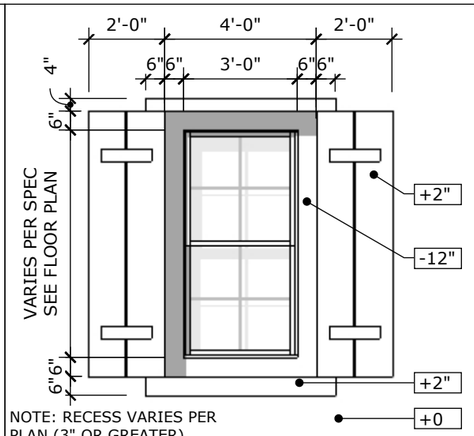
TAPER RECESSED GABLE DETAIL | U3

SPANISH MODERN EXTERIOR DETAILS
SCALE: NTS



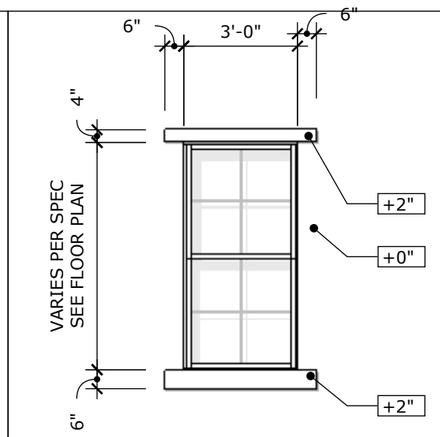
NOTE: DOOR HARDWARE PER SPECS

RECESSED GARAGE DOOR W/STONE | X10

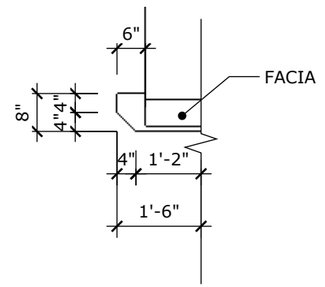


NOTE: RECESS VARIES PER PLAN (3" OR GREATER)

RECESSED WINDOW W/SHUTTERS | X7

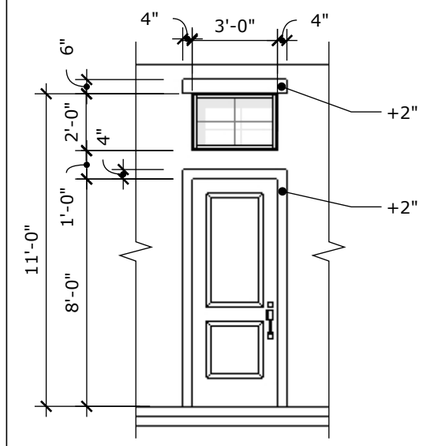


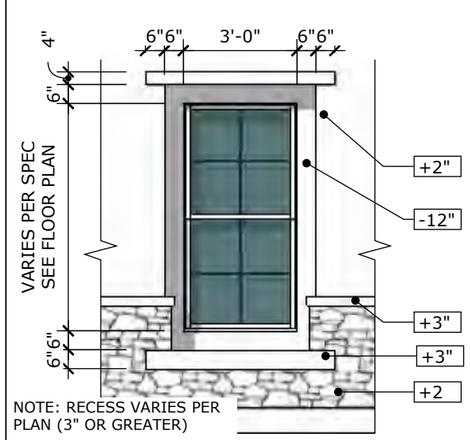
STUCCO TRIM @ (1)WINDOW | X4



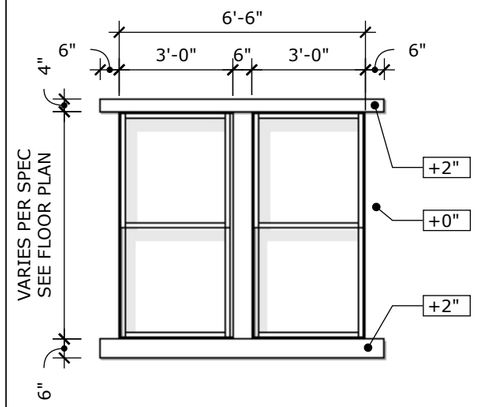
CORBEL DETAIL | X1

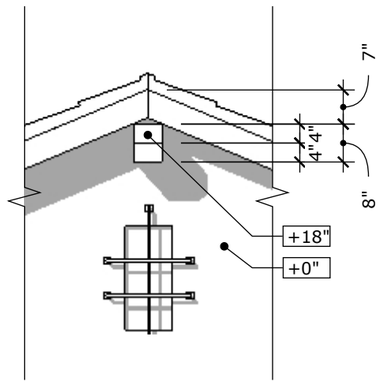
	X14	ENTRY DOOR W/TRANSOM	X11	RECESSED WINDOW W/STONE	X8	STUCCO TRIM @ (2)WINDOW	X5
	X15		X12	ENTRY DOOR W/TRANSOM	X9	STUCCO TRIM @ (1)WINDOW W/SUTTERS	X6



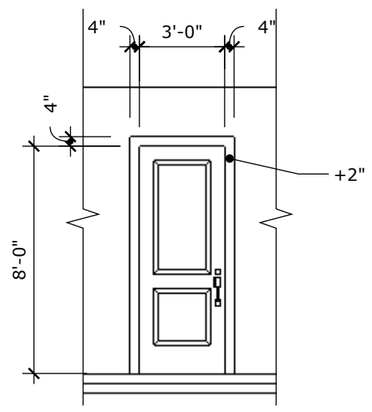


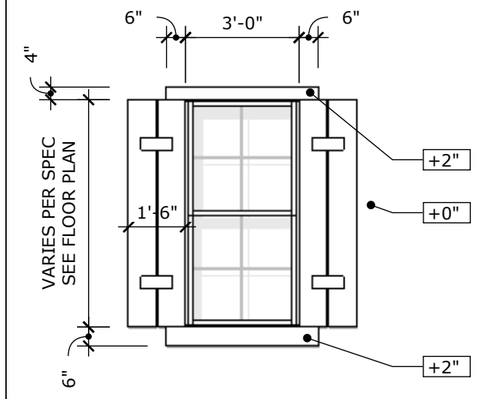
NOTE: RECESS VARIES PER PLAN (3" OR GREATER)

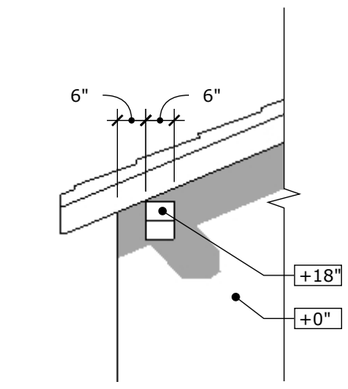




	X14	ENTRY DOOR W/TRANSOM	X11	RECESSED WINDOW W/STONE	X8	STUCCO TRIM @ (2)WINDOW	X5
	X15		X12	ENTRY DOOR W/TRANSOM	X9	STUCCO TRIM @ (1)WINDOW W/SUTTERS	X6

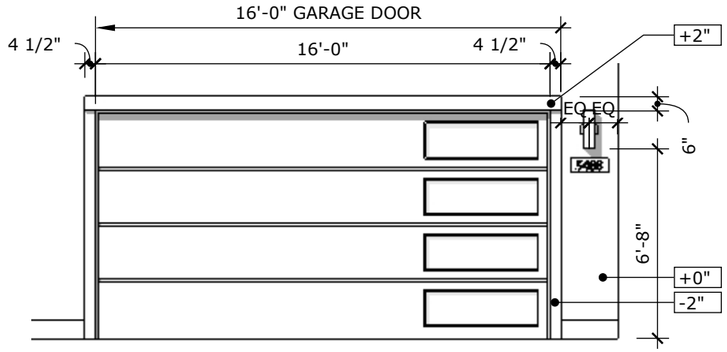




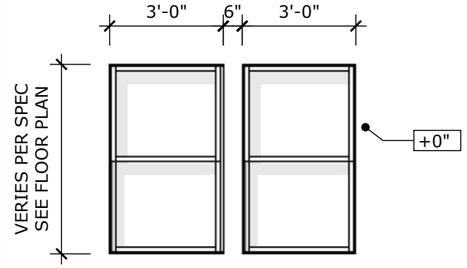


	X14	ENTRY DOOR W/TRANSOM	X11	RECESSED WINDOW W/STONE	X8	STUCCO TRIM @ (2)WINDOW	X5
	X15		X12	ENTRY DOOR W/TRANSOM	X9	STUCCO TRIM @ (1)WINDOW W/SUTTERS	X6

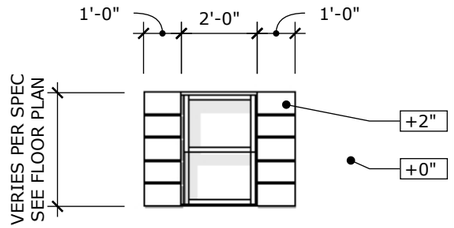
HACIENDA EXTERIOR DETAILS
SCALE: NTS



RECESSED GARAGE DOOR | Z10

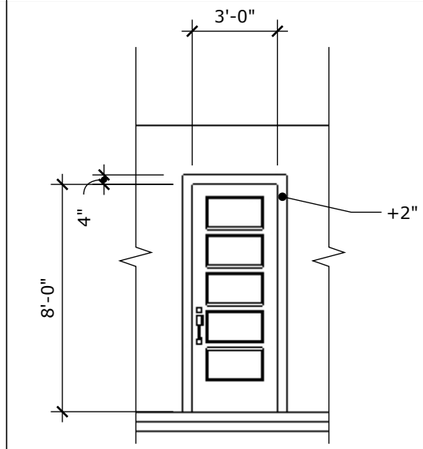


STUCCO TRIM @ (2)WINDOW | Z7

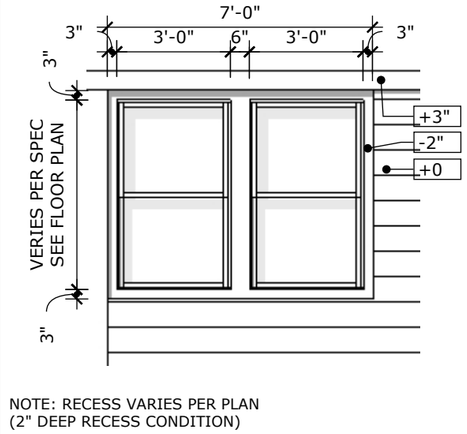


(2030 SH) WINDOW W/SUTTERS | Z4

	Z1

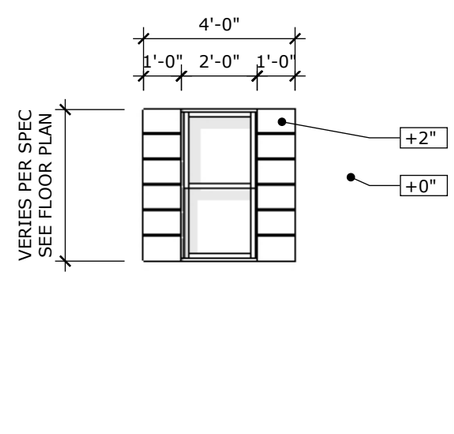


ENTRY DOOR W/TRANSOM | Z14



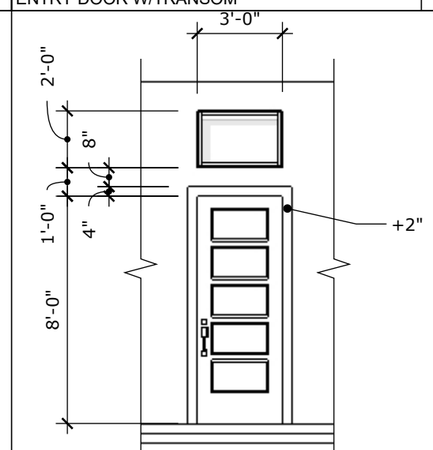
NOTE: RECESS VARIES PER PLAN
(2" DEEP RECESS CONDITION)

RECESSED WINDOW | Z11

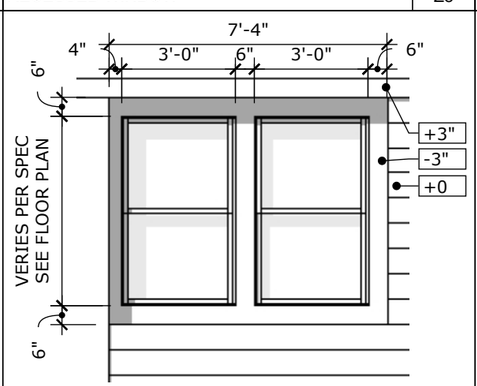


(2040 SH) WINDOW W/SUTTERS | Z8

	Z2

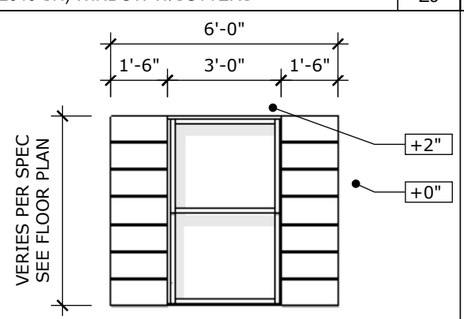


ENTRY DOOR W/TRANSOM | Z15

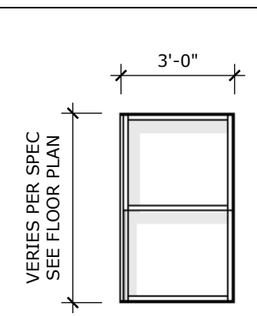


NOTE: RECESS VARIES PER
PLAN (3" DEEP OR GREATER)

TAPERED RECESSED WINDOW | Z12



(2050 SH) WINDOW W/SUTTERS | Z9



STUCCO TRIM @ (1)WINDOW | Z6

	Z3

CONTEMPORARY EXTERIOR DETAILS
SCALE: NTS

Viviendo

PRELIMINARY PLAT FOR VIVIENDO

LOCATED IN A PORTION SECTION 23, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

PASEO VISTA VILLAGE - BK. 1370, PG. 47 M.C.R.

EX. ZONING PAD

LEGAL DESCRIPTION (PER TITLE REPORT):

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

PARCEL NO. 1:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 23;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 23, A DISTANCE OF 830.04 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 730.00 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 840.08 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 23;

THENCE NORTH 00 DEGREES 47 MINUTES 15 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 730.07 FEET TO THE POINT OF BEGINNING;

EXCEPT ANY PORTION LYING WITHIN GENEVA ESTATES MAP OF DEDICATION RECORDED IN BOOK 746 OF MAPS, PAGE 14.

PARCEL NO. 2:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST COMER OF SAID SECTION 23,

THENCE SOUTH 00 DEGREES 47 MINUTES 15 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 23, A DISTANCE OF 730.07 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, LEAVING SAID WESTERLY LINE, A DISTANCE OF 385.04 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 592.18 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 23;

THENCE SOUTH 89 DEGREES 58 MINUTES 26 SECONDS WEST A DISTANCE OF 393.18 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 23;

THENCE NORTH 00 DEGREES 47 MINUTES 20 SECONDS EAST, ALONG SAID WESTERLY LINE A DISTANCE OF 592.42 FEET TO THE POINT OF BEGINNING;

EXCEPT ANY PORTION LYING WITHIN GENEVA ESTATES MAP OF DEDICATION RECORDED IN BOOK 746 OF MAPS, PAGE 14; AND EXCEPT ANY PORTION LYNG WITHIN "GENEVA ESTATES", ACCORDING TO THE PLAT RECORDED IN BOOK 761 OF MAPS, PAGE 9.

NOTES:

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

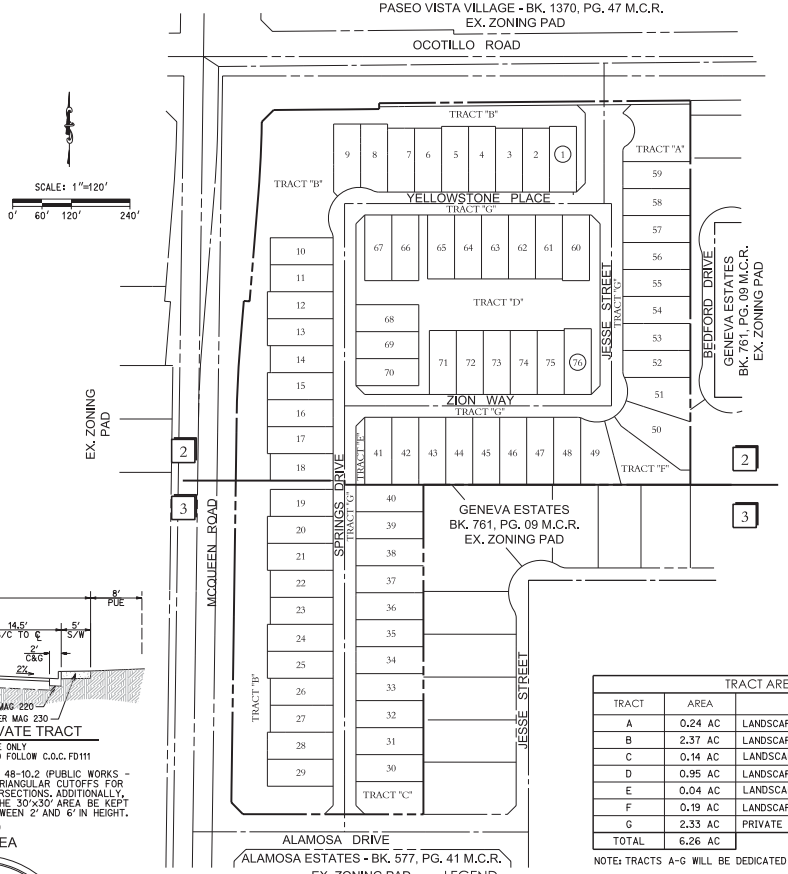
THE IMPROVEMENTS SHOWN ON THIS PLAT WILL NOT BE FULLY APPROVED BY THE CITY AND THE CERTIFICATE OF OCCUPANCY OR ACCEPTANCE WILL NOT BE ISSUED UNTIL THE OVERHEAD UTILITY LINE UNDERGROUNDING REQUIREMENT HAS BEEN SATISFIED.

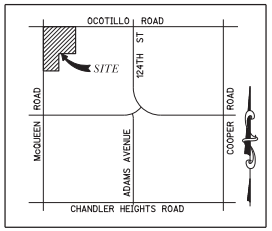
THE IMPROVEMENTS SHOWN ON THIS PLAT WILL NOT BE FULLY APPROVED BY THE CITY AND THE CERTIFICATE OF OCCUPANCY WILL NOT BE ISSUED UNTIL THE IRRIGATION FACILITY UNDERGROUNDING REQUIREMENT HAS BEEN SATISFIED.

THE FINAL PLAT FOR THIS SUBDIVISION WILL NOT BE APPROVED OR RECORDED UNTIL A RECLAIMED WATER USE AGREEMENT IS EXECUTED BY THE DEVELOPER AND APPROVED BY THE CITY.

SCALE: 1"=120'

0' 60' 120' 240'





VICINITY MAP

N.T.S.

APPLICANT/OWNER/DEVELOPER:

K HOVNANIAN GREAT WESTERN HOMES, LLC
20830 N. TATUM BLVD., SUITE 250
PHOENIX, AZ 85050

CONTACT: CHUCK CHISHOLM
EMAIL: CCHISHOLM@KHOV.COM
PHONE: (480) 824-4175

ENGINEER:

3 ENGINEERING
6370 E. THOMAS ROAD
SUITE 200
SCOTTSDALE, ARIZONA 85251
CONTACT: MATTHEW J. MANCINI, P.E.
PHONE: (602) 334-4387
EMAIL: MATT@3ENGINEERING.COM

ASSESSORS PARCEL NO.

APN 303-45-011B

FLOODPLAIN INFORMATION:

FIRM: 04013C3102M
PANEL NUMBER: 3102
PANEL DATE: 11/04/2015
SUFFIX: M
FIRM DATE: 11/04/2015
FIRM ZONE: X-SHADED
BASE FLOOD ELEV.: N/A

MISCELLANEOUS NOTES:

RETAINING WALL HEIGHTS TO BE DETERMINED AT FINAL DESIGN.

STREET LIGHTS TO BE DETERMINED AT FINAL DESIGN.

NATIVE PLANT INVENTORY TO BE COMPLETED DURING FINAL DESIGN.

ALL SIDEWALKS AND ADA RAMPS ALONG THE ENTIRE PROPERTY FRONTAGE OF OCOTILLO, MCQUEEN & ALAMOSA WILL BE EVALUATED AND MY BE REQUIRED TO BE REPLACED TO MEET CURRENT CITY STANDARDS.

REPLACE ANY DEFECTIVE STORMWATER PIPE, HEADWALLS, SCUPPER/SPILLWAYS OR FLARED END SECTIONS THAT DISCHARGE INTO THE BASINS

BENCHMARK:

BENCHMARK
CITY OF CHANDLER
BM CNCN 47B
SECTION 23, T2S, R5E, 3" CITY OF CHANDLER BRASS CAP IN CONCRETE, FLUSH, AT THE INTERSECTION OF LANTANA RANCH BLVD AND YELLOWSTONE PLACE; 1320' EAST OF MCQUEEN RD AND 280' SOUTH OF OCOTILLO RD. (NORTHING, 817577.585, EASTING, 729757.926)
ELEV.=1232.50 NAVD '88

BASIS OF BEARING:

THE BASIS OF BEARING IS THE WEST LINE OF SECTION 23, BEARS SOUTH 00 DEGREES 47 MINUTES 15 SECONDS WEST PER LEGAL DESCRIPTION.

SITE DATA:

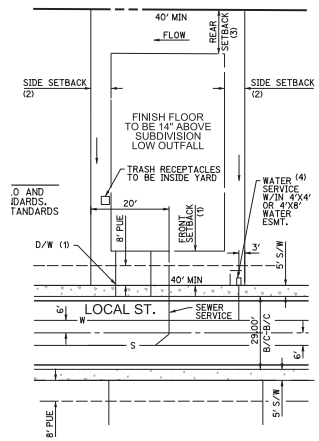
TOTAL LOTS	76
NET AREA	13.00 ACRES
GROSS AREA	15.40 ACRES
GROSS DENSITY	4.94 DU/AC
MAX. BLDG. HEIGHT	30' (2-STORY)
SETBACKS	SEE TYPICAL LOT DETAIL ON SHEET 4
AREA OF LOTS	9.07 ACRES
AREA OF OPEN SPACE	3.93 ACRES (24.48% GROSS, 36.86% NET)
AREA OF NEW PRIVATE STREETS TRACTS	2.33 ACRES
AREA OF NEW R/W	0.07 ACRES
LOT SALES PROPOSED	YES
EX. ZONING	PAD
PROPOSED ZONING	PAD FOR SINGLE FAMILY RESIDENTIAL
LOT COVERAGE	60%

PHASING NOTE:

THIS PROJECT WILL BE CONSTRUCTED IN ONE PHASE. ALL INFRASTRUCTURE WILL BE COMPLETED IN ONE PHASE.

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
PP01	COVER SHEET
PP02-PP03	PRELIMINARY PLAT SHEETS



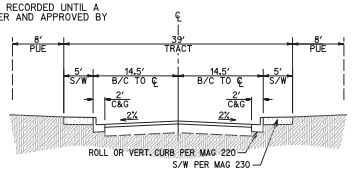
TYPICAL LOT LAYOUT - 40' WIDE MIN.

(1) 13' MIN. TO LIVABLE SPACE OR SIDE LOADED GARAGE, 20' MIN. TO FRONT FACING GARAGE FROM PROPERTY LINE.

(2) 5' MIN.

(3) 10' MIN. (5' MIN. ACCESSORY STRUCTURE) (LOTS 10,32,37,41,47,49,58,60,67,70,76 40' SETBACK TO 2-STORY ELEMENT)

(4) 1" WATER SERVICE, METER BOX & COVER PER M.A.G. STD. DTL. 320, AND C.C.C. STD. DTL. C-301-1 - SERVICE TO BE INSTALLED 2' BEHIND BACK OF RAMPS/DRIVEWAYS UNLESS NOTED OTHERWISE. (SIDE OF LOT PER PLAN)

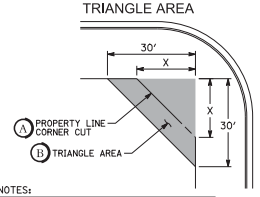


LOCAL STREET - PRIVATE TRACT

N.T.S. PARKING ON ONE SIDE ONLY
FIRE LANE SIGNING & STRIPING TO FOLLOW C.O.C. FD111

THE CITY'S MUNICIPAL CODE CHAPTER 48-10.2 (PUBLIC WORKS - SUBDIVISION) SPECIFIES A RANGE OF TRIANGULAR CUTOFFS FOR THE CORNER PROPERTY LINE AT INTERSECTIONS. ADDITIONALLY, FIGURE 4-D BELOW REQUIRES THAT THE 30'x30' AREA BE KEPT CLEAR OF VISUAL OBSTRUCTIONS BETWEEN 2' AND 6' IN HEIGHT.

FIGURE 4-D
TRIANGLE AREA



NOTES:

(A) X= 10' FOR ALLEYS
15' FOR LOCAL-LOCAL INTERSECTIONS.
20' FOR ALL OTHER INTERSECTIONS.
PER MUNICIPAL CODE CHAPTER 48-10.2

(B) GROUND COVER, FLOWERS, AND GRANITE LESS THAN 2' (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN 6' ABOVE GROUND IN THIS AREA.
TREES SHALL NOT BE SPACED LESS THAN 8' APART
PER MUNICIPAL CODE CHAPTER 35-2205

SEE STANDARD DETAIL NO. C-246, C-247 AND C-248 FOR SIGHT DISTANCE REQUIRED AT DRIVEWAYS AND INTERSECTIONS.

TRACT AREA AND USE TABLE

TRACT	AREA	USE
A	0.24 AC	LANDSCAPE, RETENTION, DRAINAGE, PUE
B	2.37 AC	LANDSCAPE, RETENTION, DRAINAGE, PUE
C	0.14 AC	LANDSCAPE, PUE
D	0.95 AC	LANDSCAPE, RETENTION, DRAINAGE, PUE
E	0.04 AC	LANDSCAPE, PUE
F	0.19 AC	LANDSCAPE, RETENTION, DRAINAGE, PUE
G	2.33 AC	PRIVATE STREET, WATER/SEWER/DRAIN./EMERG. ACCESS
TOTAL	6.26 AC	

NOTE: TRACTS A-G WILL BE DEDICATED TO THE HOMEOWNERS' ASSOCIATION.

LEGEND

	PROPERTY / BOUNDARY LINE	EB	EXISTING ELECTRIC BOX
1183	EXISTING CONTOUR ELEVATION	WM	EXISTING WATER METER
85	PROPOSED CONTOUR ELEVATION	BMV	EX. BACKFLOW PREVENTER VALVE
+ 86.34	EXISTING ELEVATION	T	EXISTING BURIED TELEPHONE CONDUIT
15.0	PROPOSED GROUND ELEVATION	E	EXISTING BURIED ELECTRIC CONDUIT
	DIRECTION OF FLOW & SLOPE	8W / W	EXISTING WATER LINE,VALVE & SIZE
G◆B	PROPOSED GRADE BREAK	FH	EXISTING FIRE HYDRANT
PAD=	PROPOSED PAD ELEVATION	8"S	EXISTING SEWER LINE & SIZE
	PROPOSED CATCH BASIN	8"W	PROPOSED WATER
	PROPOSED STORM DRAIN PIPE	8"S	PROPOSED SEWER
D	PROPOSED DRYWELL	○	PROPOSED MANHOLE
	TAPPING SLEEVE & VALVE	⊕	PROPOSED HYDRANT
PUE	PUBLIC UTILITY EASEMENT	•	PROPOSED VALVE
MUTE	MULTI-USE TRAIL EASEMENT	⊙	PROPOSED MONUMENT
B/C	BACK OF CURB	△	SUBDIVISION CORNER
LS	LANDSCAPE	S/W	SIDEWALK
C&G	CURB & GUTTER	R/W	RIGHT-OF-WAY
LP	EXISTING LIGHT POLE	SVE	SIGHT VISIBILITY EASEMENT
ET	INDICATES EX. ELECTRIC TRANSFORMER	SWE	SIDEWALK EASEMENT
		93.00	TOP OF CURB ELEVATION

TRAFFIC SIGNAL NOTE:

POLE ON SE NEEDS TO BE REPLACED WITH A COC C-714 TYPRE RC POLE AND 55' MAST ARM. ADDITIONAL F HEADS NEED TO BE ADDED TO ALL FOUR MAST ARMS TO ALIGN WITH TRAFFIC LANES AND MEET COC DESIGN STD. POLE ON NW CORNER NEEDS TO HAVE MAST ARM UPGRADE TO 55' MAST ARM. FYA HEADS NEED TO BE ADDED TO ALL FOUR MAST ARMS. PED PUSH BUTTONS NEED TO BE UPGRADED TO APL. CURB RAMPS AND PED BUTTON PLACEMENT NEEDS TO MEET ADA.

LOT TABLE

LOT #	AREA (SF)	AREA (ACRES)	LOT #	AREA (SF)	AREA (ACRES)
1	5,152	0.11	39	5,290	0.12
2	5,014	0.11	40	5,282	0.12
3	5,014	0.11	41	5,290	0.12
4	5,152	0.12	42	5,290	0.12
5	5,152	0.12	43	5,290	0.12
6	5,014	0.11	44	5,290	0.12
7	5,014	0.11	45	5,290	0.12
8	5,202	0.12	46	5,290	0.12
9	5,219	0.12	47	5,290	0.12
10	4,922	0.11	48	5,288	0.12
11	4,922	0.11	49	5,991	0.13
12	5,152	0.12	50	8,265	0.19
13	5,152	0.12	51	6,275	0.14
14	4,922	0.11	52	5,282	0.12
15	5,152	0.12	53	5,290	0.12
16	5,152	0.12	54	5,290	0.12
17	5,152	0.12	55	5,290	0.12
18	4,922	0.11	56	5,290	0.12
19	4,922	0.11	57	5,290	0.12
20	5,152	0.12	58	5,290	0.12
21	5,152	0.12	59	5,290	0.12
22	4,922	0.11	60	5,152	0.12
23	4,922	0.11	61	5,014	0.11
24	5,152	0.12	62	5,014	0.11
25	5,152	0.12	63	5,014	0.11
26	4,922	0.11	64	5,014	0.11
27	4,922	0.11	65	5,014	0.11
28	5,152	0.12	66	5,152	0.12
29	5,152	0.12	67	5,152	0.12
30	5,290	0.12	68	4,922	0.11
31	5,290	0.12	69	4,922	0.11
32	5,290	0.12	70	4,922	0.11
33	5,290	0.12	71	5,014	0.11
34	5,290	0.12	72	5,014	0.11
35	5,290	0.12	73	5,014	0.11
36	5,290	0.12	74	5,014	0.11
37	5,290	0.12	75	5,014	0.11
38	5,290	0.12	76	5,152	0.12

Contact Arizona 811 at least two full working days before you begin excavation.
Arizona811
Call 811 or click Arizona811.com
SHEET INDEX

VIVIENDO
CHANDLER, ARIZONA
COVER SHEET

Matthew James Mancini Certificate No. 49652 Registered Professional Engineer 4/3/24 State of Arizona, U.S.A.
EXPIRES: 12/31/2024

3engineering civil engineering planning surveying
CONTACT: CHUCK CHISHOLM
DESIGNED: M. MANCINI
DRAWN: M. MANCINI
CHECKED: M. MANCINI

COPYRIGHT 2024 3 ENGINEERING, LLC

3 ENGINEERING, LLC
6370 E. THOMAS ROAD
SUITE 200
SCOTTSDALE, ARIZONA 85251
PHONE: (602) 334-4387
FAX: (602) 490-0290
WWW.3ENGINEERING.COM

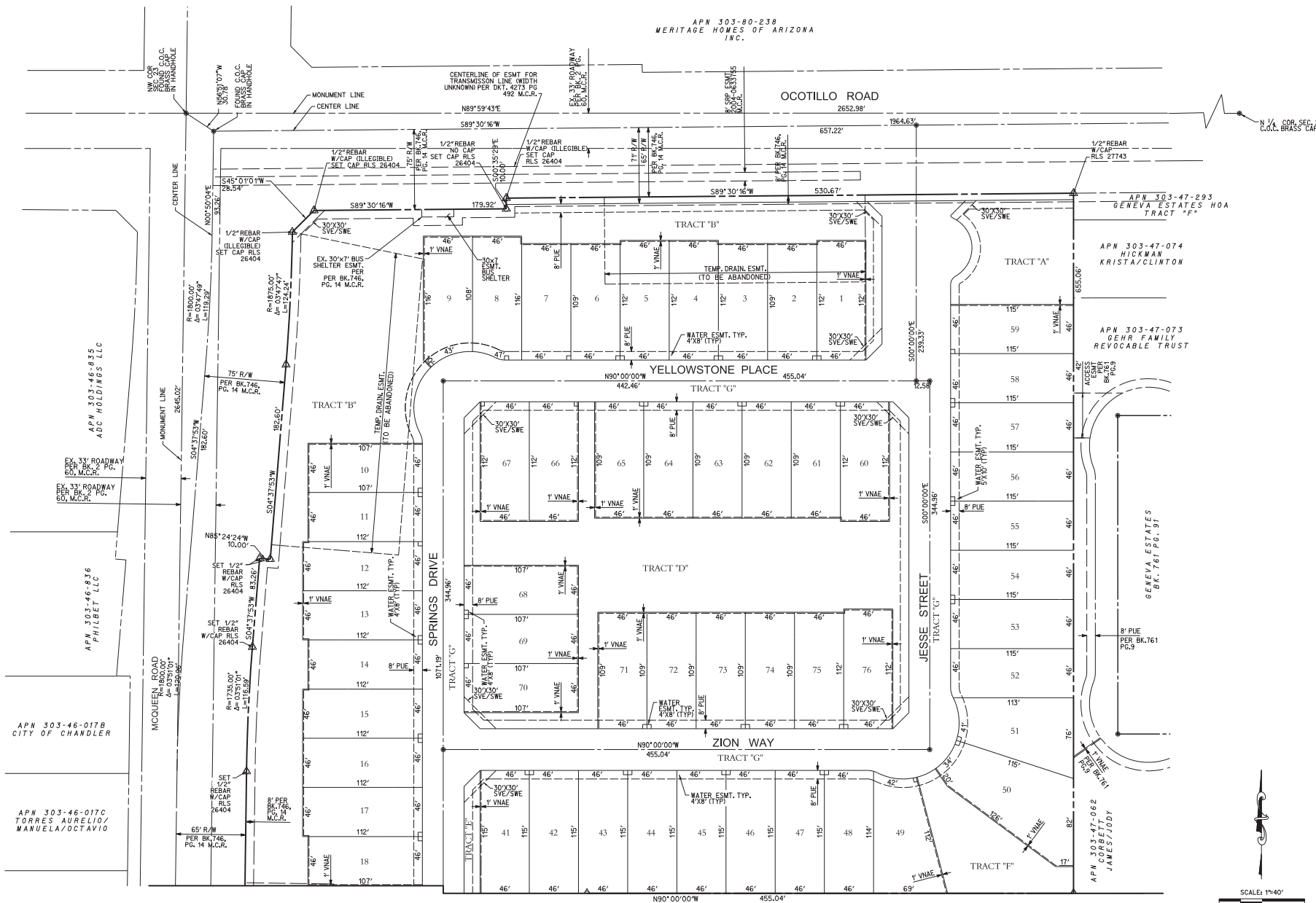
DATE: 4/3/24

PROJECT NO. 5287

SHEET NO. PP01 1 of 3

C.O.C. LOG. NO. PLT23-0022

C:\My Secure\Projects\Project_3000\5287_Vivienda\5287\preplat01_redacted.dgn



VIVIENDO
CHANDLER, ARIZONA
PRELIMINARY PLAT

EXPIRES: 12/31/2024

3 engineering
planning civil engineering surveying

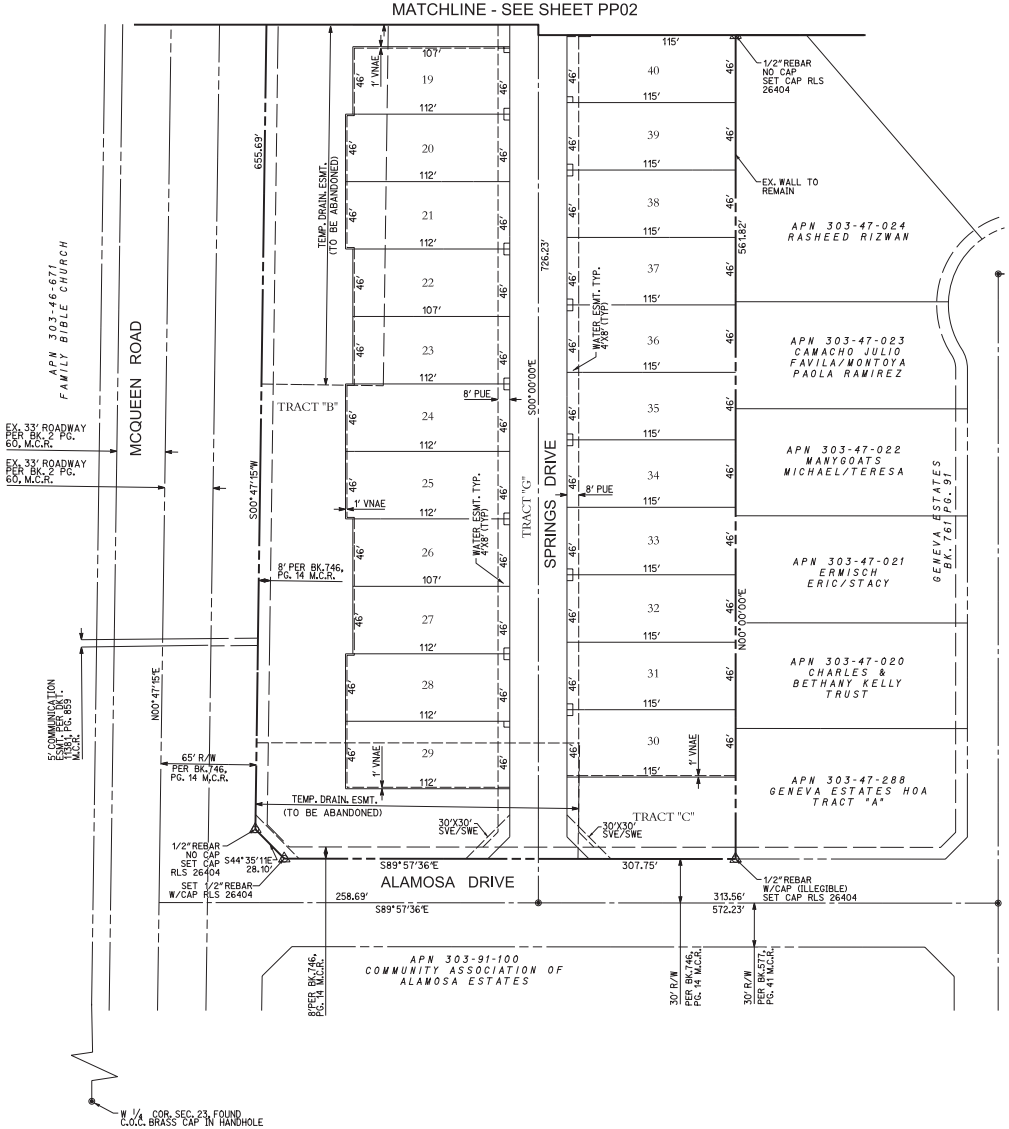
3 ENGINEERING, LLC
4370 E. INDIANA ROAD
SUITE B-205
SCOTTSDALE, ARIZONA 85251
PHONE: (602) 334-4087
FAX: (602) 494-3230
WWW.3ENGINEERING.COM

DATE: 4/3/24

PROJECT NO.
5287

SHEET NO.
PP02
2 of 3

C.O.C. LOG. NO. PLT23-0022



SCALE: 1"=40'
0' 20' 40' 80'

Contact Arizona 811 at least two full working days before you begin excavation.
Call 811 or 8-1-1 Arizonan'i.com

SHEET INDEX

VIVIENDO
CHANDLER, ARIZONA

PRELIMINARY PLAT

Registered Professional Engineer
CERTIFICATE NO.
45652
MATTHEW J. MANCINI
4/3/24
Date Signed
ARIZONA, U.S.A.

EXPIRES: 12/31/2024

3 engineering
planning civil engineering surveying
DESIGNED: M. MANCINI | DRAWN: M. MANCINI | CHECKED: M. MANCINI
3 ENGINEERING, LLC
4870 E. RAWHIDE ROAD
SUITE # 200
SCOTTSDALE, ARIZONA 85251
PHONE: (602) 334-4087
FAX: (602) 494-3230
WWW.3ENGINEERING.COM

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DATE: 4/3/24

PROJECT NO.
5287

SHEET NO.
PP03
3 of 3

C.O.C. LOG. NO. PLT23-0022

C:\My Files\Projects\Projects_5000\5287\Planning\5287_Preliminary Plat.dwg

From:	Stephanie Barton
To:	Sarah Prince
Cc:	harley.mehlhorn@chandleraz.gov
Subject:	Case PLH23-0056
Date:	Friday, December 15, 2023 6:24:32 AM

Hello,

I am writing because I was not able to attend last nights meeting. I live in Alamosa Estates and I reviewed your rendering for the proposed neighborhood and strongly encourage you to add additional exits not just one single exit onto Alamosa. Currently two developments feed onto this street, There should be an exit out onto McQueen or Ocotillo but not a single exit for traffic to back up two other developments. I am asking you to reconsider your design, this will cause traffic and vehicles cutting through our quiet development where many young children play and put us at a safety risk!!

Thank you,
Stephanie Barton

Lauren Schumann

From: jay keck <jkeck627@outlook.com>
Sent: Sunday, March 31, 2024 9:05 AM
To: Lauren Schumann
Subject: Public Hearing PLH24-0012/PLH23-0056/PLT23-0022

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Need to Log

I wanted to voice my strong support for the rezoning of the land located at the southeast corner of Ocotillo and McQueen roads. I live within ¼ radius of the site and would welcome the current vacant land (and eyesore) to be built out into a nice subdivision.

Thank you,
Jay Keck
3931 S Laurel Way
Chandler, AZ

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Lauren Schumann

From: Mark Keller <makeller01@cox.net>
Sent: Sunday, March 31, 2024 4:41 PM
To: Lauren Schumann
Subject: PLH24-0012/PLH23-0056/PLT23-0022 Viviendo- Ocotillo and McQueen Roads

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red category, Public Outreach

Hello Ms. Schumann,

This parcel has been vacant for well over 25 years. It is time to develop this parcel with a needed single-family housing development. The neighborhood needs to complete one of the remaining parcels in this area. The planning of this parcel has gone though many iterations and different types of development. A 76-lot subdivision would be congruent to the neighborhood and is needed to address the current housing shortage. Would the access point on Alamosa Drive be a secondary and emergency ingress/egress? If not, this collector street would have three ingress/egress points for three subdivisions. Could result in a significant amount of traffic. Overall, this subdivision appears to be a great fit with the adjacent neighborhoods. Thanks.

Mark Keller
1203 East Coconino Drive
Chandler, AZ 85249

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Lauren Schumann

From: Richard January <DickJ912@outlook.com>
Sent: Friday, March 29, 2024 9:54 PM
To: Lauren Schumann
Subject: PLH24-0012/PLH23-0056/PLT23-0023 VIVIENDO

Follow Up Flag: Follow up
Flag Status: Flagged

How can I get a look at the plan for this development? A 76 lot subdivision on 15.4 acres seems inconsistent with the surrounding area.

Thank you for your assistance.

Richard January
1413 East Zion Way
Geneva Estates
(603)831-8883 (cell)
Sent from my iPad

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Lauren Schumann

From: Ronald Palmer <deadman1075@hotmail.com>
Sent: Tuesday, April 2, 2024 11:32 AM
To: Lauren Schumann
Subject: PLH24-0012/PLH23-0056/PLT23-0022

Follow Up Flag: Follow up
Flag Status: Flagged

Ms. Schumann,
My comments are not meant to have any reflection on you. I'm disappointed the city of Chandler would entertain this subdivision when infrastructure concerns abound. I would certainly rather have a commercial entity at that location than more single-family residences, apartments, townhomes, condos, etc. More people mean more traffic congestion and diminution of services. Traffic on McQueen is already horrible with the addition of Amazon and other businesses south of Queen Creek Road. I opposed that but my opposition obviously had little impact. I can't imagine what the future traffic on Alamosa and in the neighborhood would be. Not to mention the drain on public safety services, such as police and fire. Not everyone that moves in will have stellar credentials. Crime will rise in the form of burglaries and vehicle thefts to start. I'm retired Chicago PD and have been in law enforcement since 1971. Still working full time for the County Attorney.

My late wife found our house on Coconino in 2013 while I was working as a DOD contractor in Virginia. She bid on the property and the former owners accepted. I first saw the house in person when I came home for my daughter's graduation from pharmacy school. I have completed some significant renovations in the house, and I have no current plans to sell it. My wife loved the house and Chandler in general. We previously lived in Scottsdale with the 'hundred-dollar millionaires' who are all flash and no substance. Chandler is about family and community and still has a small-town vibe. I would hate to be forced out by congestion. I'm originally from Chicago and congestion was constant.

The horrible edifices by the 202 and McQueen are emblematic of what this new community will represent. The houses and townhouses on the south side of Ocotillo west of the canal are also horrible appearing structures. It seems like the city council and the mayor sold out the current residents to promote a larger tax base. They use the funds to promote their DEI agenda which I believe is un-American. America became great because of meritocracy, not pandering to special interests. Whoever is the best candidate for a position should get the job, regardless of race.

Thanks for being my sounding board, Ms. Schumann. Please don't take my screed personally. I just want to live whatever time I have left in my current home. I'm 75 and the thought of moving is not very appealing.

Respectfully,
Ronald Palmer
1013 E. Coconino Dr.

For wisdom is more precious than rubies, and nothing you desire can compare with her.
Proverbs, Chapter 8, Verse 11

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Lauren Schumann

From: Peggy <peggyphil@cox.net>
Sent: Wednesday, April 17, 2024 10:48 AM
To: Lauren Schumann
Subject: Public Hearing - VIVIENDO

Ms. Schumann,

I'm writing to express my concern about the public hearing to rezone the southeast corner of Ocotillo and McQueen roads. 76 single family lots is a very dense population for 15 acres. Additionally, the northeast corner of that intersection already contains a densely populated apartment/condo complex. Please express my concerns to the planning and zoning commission to reconsider so many lots.

Sincerely, Peggy Denisuk
480-276-3233

Sent from Mail for Windows

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Lauren Schumann

From: kjhickman13 <kjhickman13@gmail.com>
Sent: Tuesday, April 30, 2024 5:18 PM
To: Lauren Schumann
Subject: RE: Chandler Zoning Case: PLH23-0056 VIVIENDO

Hello,

I support the rezoning to residential with the current proposed design. I believe there will be less traffic with houses vs being commercial. I didn't notice significant increase in traffic when the condos across the street were built. I live in Geneva and my house backs up to the lot in question.

Thank you,

Krista Hickman
4010 S Crosscreek Circle

Sent from my Verizon, Samsung Galaxy smartphone

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Lauren Schumann

From: Thomas Schlegel <teschlegel@yahoo.com>
Sent: Wednesday, May 1, 2024 2:54 AM
To: Lauren Schumann
Subject: Fwd: PLH24-0012/PLH23-0056/PLT23-0022 VIVIENDO

Sent from my iPhone

Begin forwarded message:

> **From:** Thomas Schlegel <teschlegel@yahoo.com>
> **Date:** April 30, 2024 at 7:26:28 PM MST
> **To:** lauren.schumann@chandlersz.gov
> **Subject: PLH24-0012/PLH23-0056/PLT23-0022 VIVIENDO**
>
> We planned to attend this meeting in person, but have been called away by a family matter. We continue to oppose this plan for a variety of reasons. First, 76 houses on this acreage is too many even though it is a reduction from the original 99. Like everyone who has attended meetings with the developer, we have no objection to a plan that is consistent with the lot and house sizes in Alamosa and Geneva Estates. Second, according to someone who knocked on doors in our community, the city does not want to use the existing cutout on McQueen, but rather establish a new exit onto Alamosa from the lot. This means a significant increase in traffic to even try to get onto McQueen from both existing communities. Traffic on McQueen is bad enough because no work around has been implemented to connect Cooper to the 202 and development of new housing areas on Chandler Heights and further south continues. Third, we're sure the school of choice for this proposed community will be Santan K-8, which will increase traffic through our community because it is the most direct path to the school. Fourth, although we have not seen the newest proposal, at the previous meetings the "park" was a postage stamp compared to Alamosa and Geneva, leading us to believe our green belts will the alternative for some if the "park" is not enlarged. Finally, we saw no retention ponds at all on the drawings at the last meeting, which is a concern for both of the existing communities. This proposed community reflects the developers business model. With all the jobs people and money flowing into the state and this area, surely a development consistent with the existing communities is possible.
>
> Darla Orndorff and Tom Schlegel, 1180 E. Kaibab Place, Chandler
> Sent from my iPad

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CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 24-030

Date: June 13, 2024
To: Mayor and Council
Thru: Joshua Wright, City Manager
Andy Bass, Deputy City Manager and Acting Development Services Director
From: Mikayela Liburd, Associate Planner
Subject: PLH23-0057 Guerrero Residence
Introduction and Tentative Adoption of Ordinance No. 5101

Request: Rezone from Agricultural District (AG-1) to Planned Area Development (PAD) for Single-Family Residential with reduced setbacks.
Location: 943, 953 and 963 North Mill Avenue. Generally located ½ mile east of the southeast corner of Kyrene and Ray roads
Applicant: Jesse and Laurie Guerrero

Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 5101 approving PLH23-0057 Guerrero Residence, Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for Single-Family Residential with reduced setbacks, subject to the conditions as recommended by Planning and Zoning Commission.

Background Data:

- The subject site is part of the Guerrero Estates Subdivision.
- The property is currently zoned Agricultural District (AG-1).
- The subject site is comprised of three parcels totaling approximately 2.75 acres.
- Rezoning to PAD is required to allow for reduced setbacks.

Surrounding Land Use Data:

North	Single-Family Residential	South	Single-Family Residential

East	Canal, then Single-Family Residential	West	Single-Family Residential

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Neighborhoods	No Change

Proposed Development

Total Subject Site Acreage	Approximately 2.75 Acres
Lot 2	51,924 sq ft.
Lot 3	37,767 sq ft.
Lot 4	30,276 sq ft.
Proposed Building Setbacks	Front: 20' Sides: 10' & 10' Rear: 10'

Review and Recommendation

The subject site is made up of three parcels, two of which are vacant and one with an existing home. All three parcels are currently zoned Agricultural District (AG-1).

The current request is to approve a rezoning from AG-1 to PAD for a single-family residence. As part of this request, the applicant is requesting deviations from the required 30 ft. side yard and 40 ft. rear yard setbacks required for properties zoned AG-1. Proposed setbacks of 10 ft. on both side yards and 10 ft. from the rear yard are being requested. This request is consistent with other single family developments in the area as well as others that have recently been approved by the City Council.

Planning staff has reviewed the request and supports the proposal, citing consistency with the General Plan and Zoning Code. The proposal is consistent with the policies of the General Plan, which call for a variety of housing choices and a compatible mix of housing choices within the Neighborhood Designation. Planning and Zoning Commission recommends approval subject to conditions.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on February 28, 2024. In addition to the applicant and city staff, two residents were in attendance.
- As of the writing of this memo, Planning staff is not aware of any opposition to the request

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting, May 15, 2024

Motion to Approve

In Favor: 5 Opposed: 0 Absent: 1 (Lopez)

Recommended Conditions of Approval

Planning and Zoning Commission recommends approval of Rezoning from AG-1 to PAD for Single-Family Residential with reduced setbacks, subject to the following conditions:

1. Uses permitted on the property shall be those permitted in the Single-Family (SF-33) zoning district, except as modified by conditions herein.

2. Minimum setbacks shall be as provided below:

Property Line	Building Setback
Front Yard	20 ft.
Side Yard	10 ft. each side
Rear Yard	10 ft.

3. Development standards in the City of Chandler Zoning Code for SF-33-Single Family District shall apply, except as modified by conditions herein.

4. Developer shall provide all required right-of-way dedications and/or easements as determined by the Development Services Director at the time of construction plan review.

5. Developer shall complete construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with

City codes, standard details, and design manuals.

6. Landscaping in all rights-of-way shall be maintained by the adjacent property owner. Additionally, hardscape improvements located behind the sidewalk and within the right-of-way shall be maintained by the adjacent property owner.

Attachments

Ordinance 5101
Vicinity Maps
Narrative
Site Plan

ORDINANCE NO. 5101

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING A PARCEL FROM AGRICULTURAL DISTRICT (AG-1) TO PLANNED AREA DEVELOPMENT (PAD) FOR SINGLE-FAMILY RESIDENTIAL WITH REDUCED SETBACKS IN CASE PLH23-0057 (GUERRERO RESIDENCE) LOCATED AT 943, 952, AND 963 NORTH MILL AVENUE, WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR PENALTIES.

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

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

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

WHEREAS, the City Council has considered the probable impact of this ordinance on the cost to construct housing for sale or rent; and

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

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

Section 1. Legal Description of Property:

EXHIBIT 'A'

Said parcel is hereby rezoned from AG-1 to PAD for single-family residential with reduced setbacks, subject to the following conditions:

1. Uses permitted on the property shall be those permitted in the Single-Family (SF-33) zoning district, except as modified by conditions herein.

2. Minimum setbacks shall be as provided below:

Property Line	Building Setback
Front Yard	20 ft.
Side Yard	10 ft. for each side

Rear Yard	10 ft.

3. Development standards in the City of Chandler Zoning Code for SF-33-Single Family District shall apply, except as modified by conditions herein.

4. Developer shall provide all required right-of-way dedications and/or easements as determined by the Development Services Director at the time of construction plan review.

5. Developer shall complete construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standards details, and design manuals.

6. Landscaping in all rights-of-way shall be maintained by the adjacent property owner. Additionally, hardscape improvements located behind the sidewalk and within the right-of-way shall be maintained by the adjacent property owner.

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

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

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

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

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

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2024.

ATTEST:

_____ _____
CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2024.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5101 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2024, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

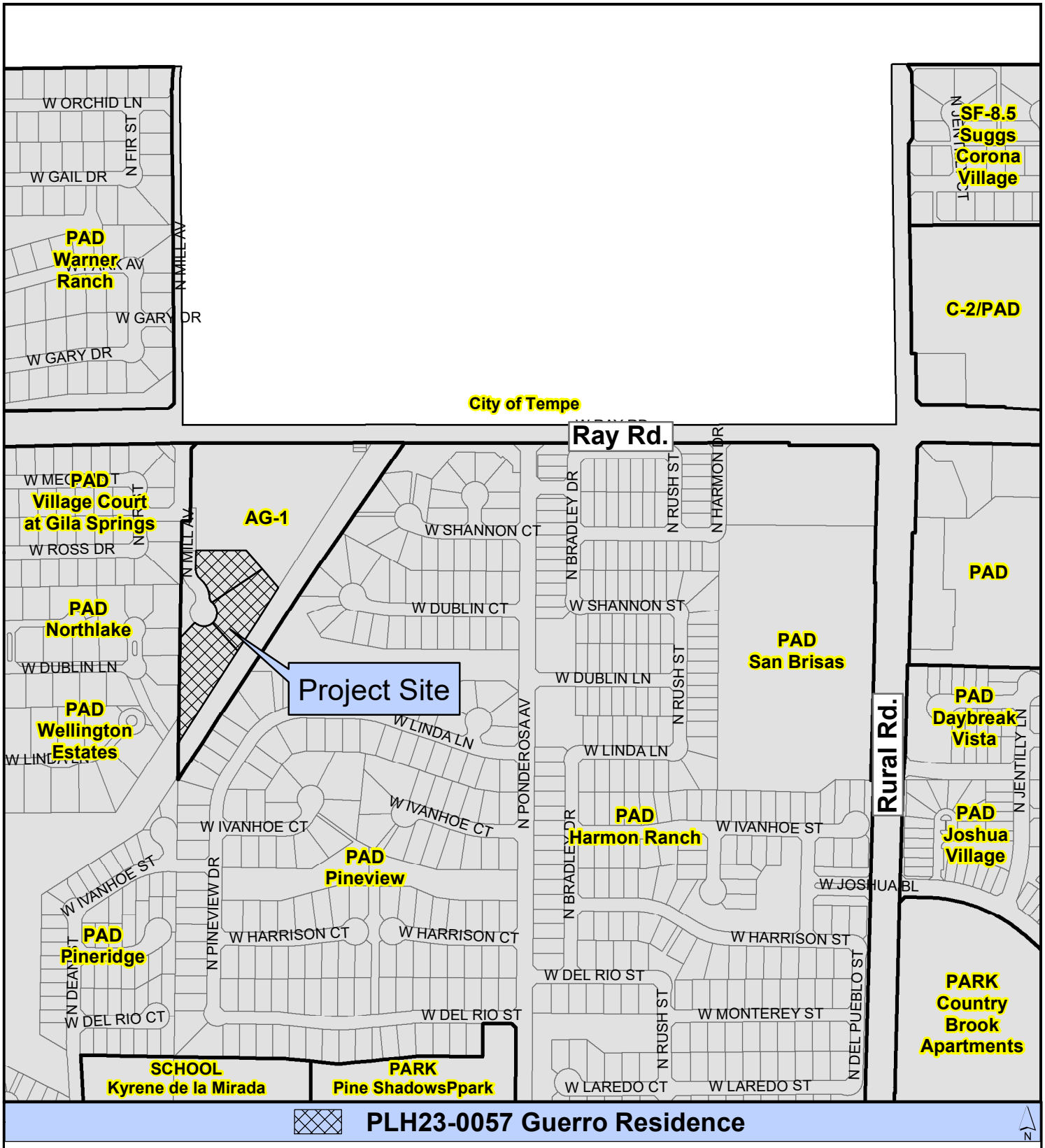
Published:

Exhibit “A”

Lot 2, Guerrero Estates, according to Book 471 of Maps, Page 36, records of Maricopa County, Arizona

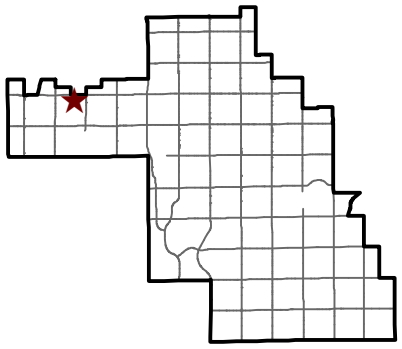
Lot 3, Guerrero Estates, according to Book 471 of Maps, Page 36, records of Maricopa County, Arizona

Lot 4, Guerrero Estates, according to Book 471 of Maps, Page 36, records of Maricopa County, Arizona

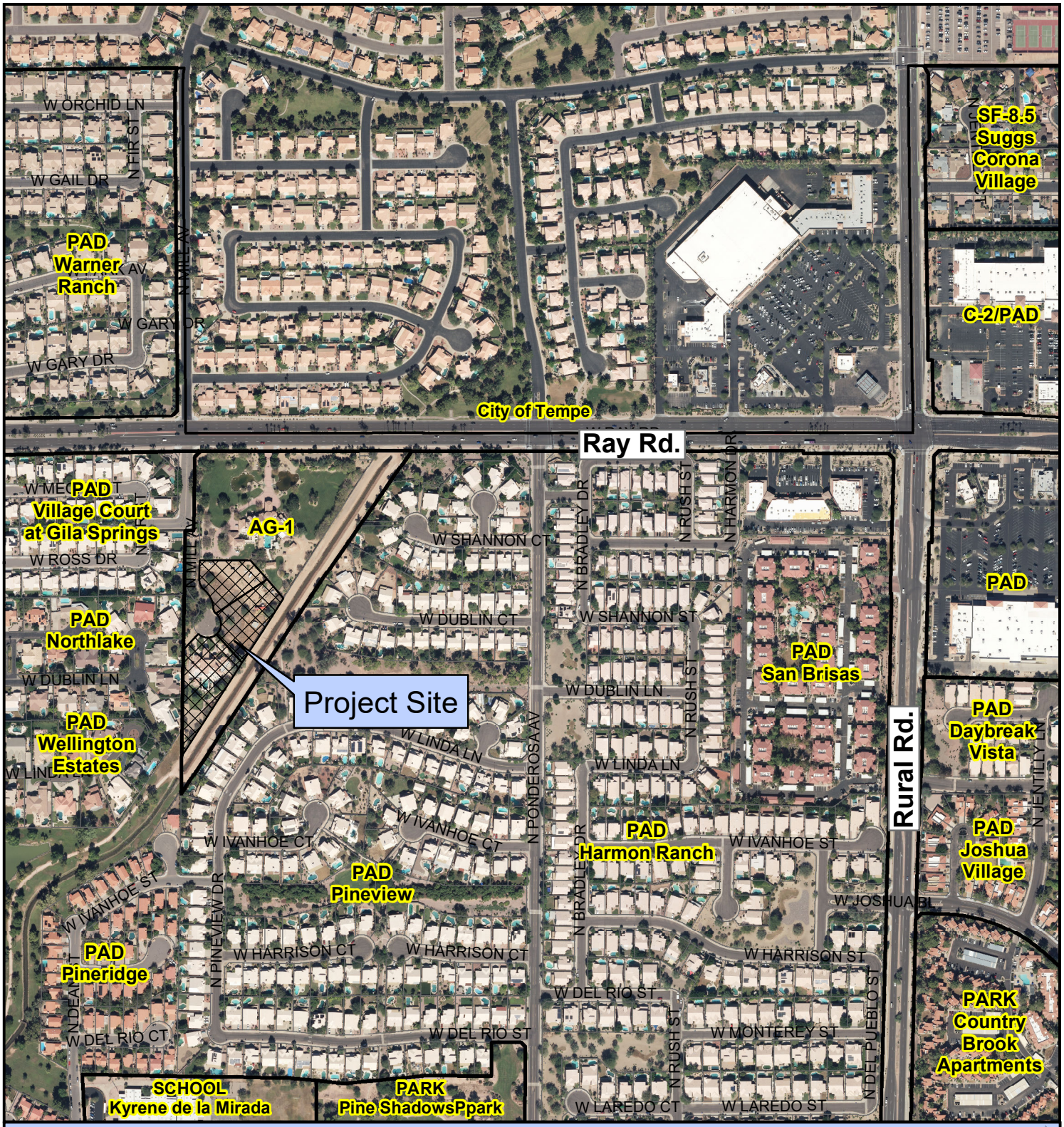


PLH23-0057 Guerro Residence

Proposed Project Details
943, 953, 963 N Mill Ave.
Rezoning from AG-1 to Single-Family Residential with reduced setbacks

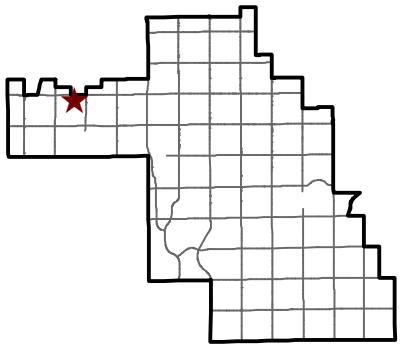


City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning



PLH23-0057 Guerro Residence

Proposed Project Details
943, 953, 963 N Mill Ave.
Rezoning from AG-1 to Single-Family Residential with reduced setbacks



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

CHANDLER arizona

February 7, 2024

PLH23-0057 Guerrero Residence Rezone,
APN 301-87-978
943, 953, 963 North Mill Avenue
Chandler Arizona, 85226

A rezoning change is being requested from agriculture to PAD for reduced setbacks on Parcel 301-87-978 at 943 N. Mill Ave, Parcel 301-87-797 at 953 N. Mill Ave and Parcel 301-87-980 at 963 N. Mill Ave. The site is fully developed with a gated entry and private drive, fully landscaped with a variety of trees and shrubs. The three lots are odd shaped. There is a home built on 943 N. Mill Ave. Currently, 953 and 963 are vacant. Due to the irregular shape of lots, it is in the best interest of the subdivision to rezone from agricultural to PAD allowing for reduction of the setbacks. The current site plan hinders the new construction from developing a home that is equal to the home located at 943 N. Mill Ave. With current set backs, we will not achieve community cohesion and will not be feasible to build accordingly. As a result there is a detriment to the neighborhood and loss of development uniformity. The attempt is to preserve standards and not change the character of the neighborhood. The goal is to memorialize the level of quality custom home and conformity of the subdivision. The plan is to rezone the area and include setbacks to expand the buildable envelope.

Sincerely,

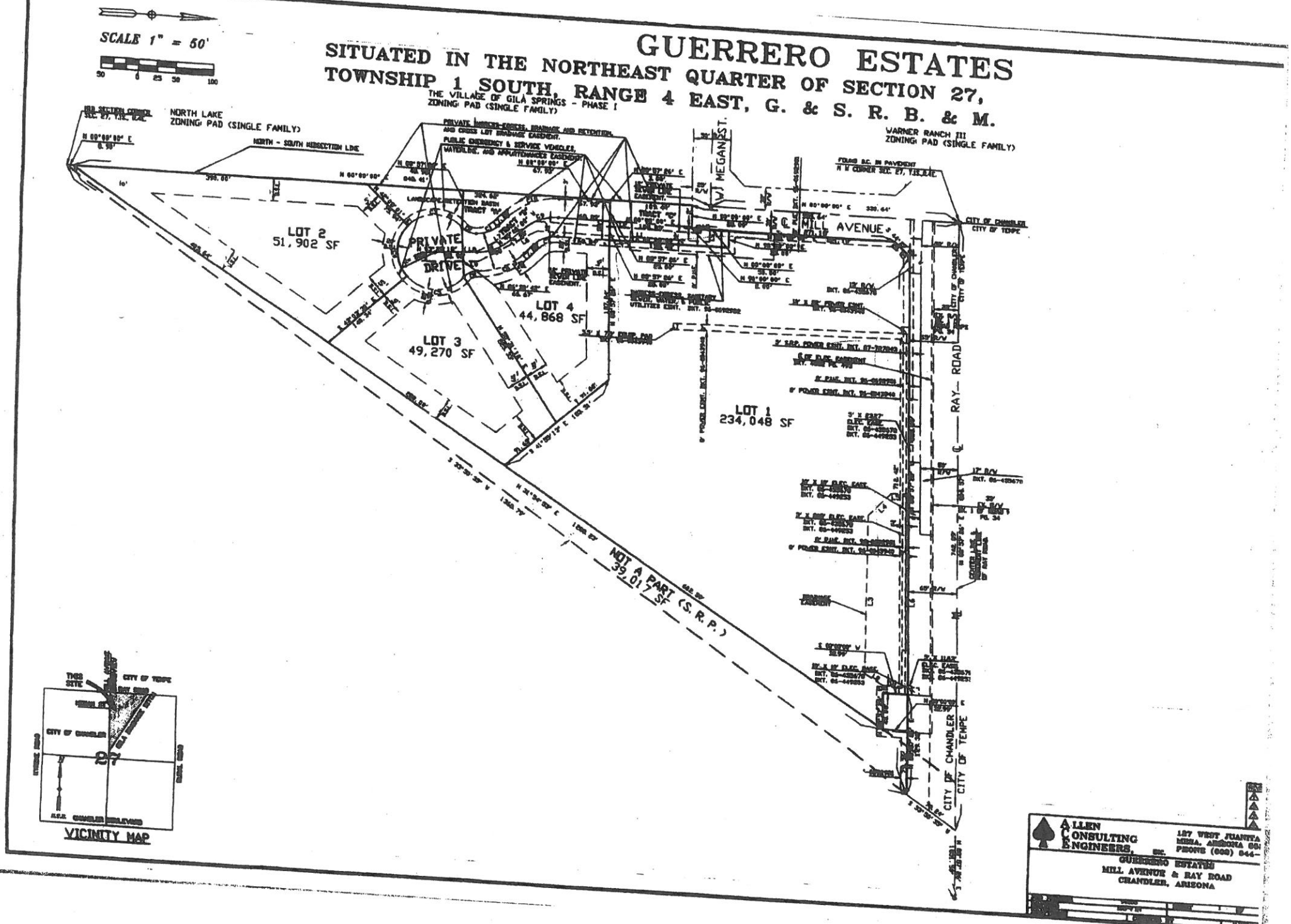
Laurie Guerrero

GUERRERO ESTATES

SITUATED IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 4 EAST, G. & S. R. B. & M.

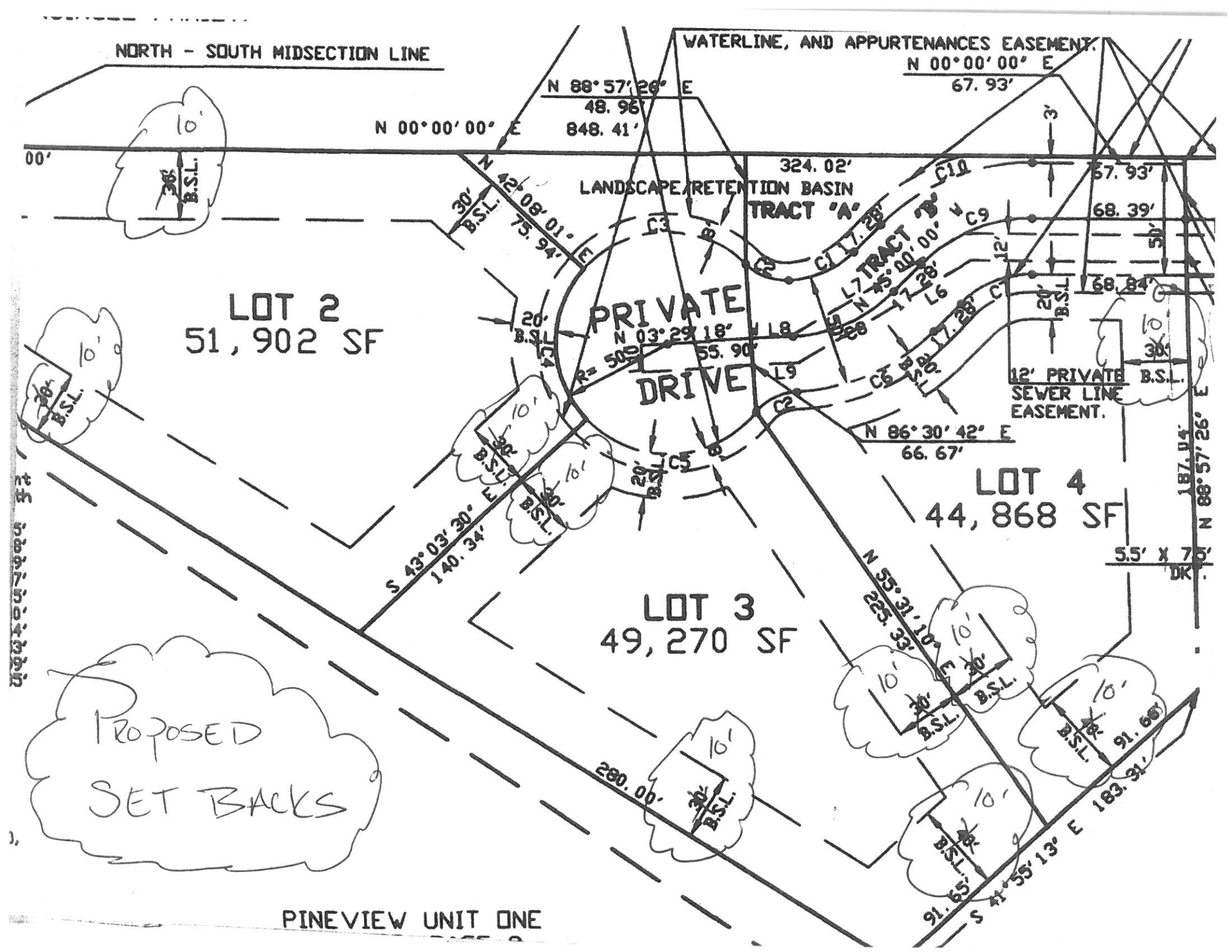
SCALE 1" = 50'

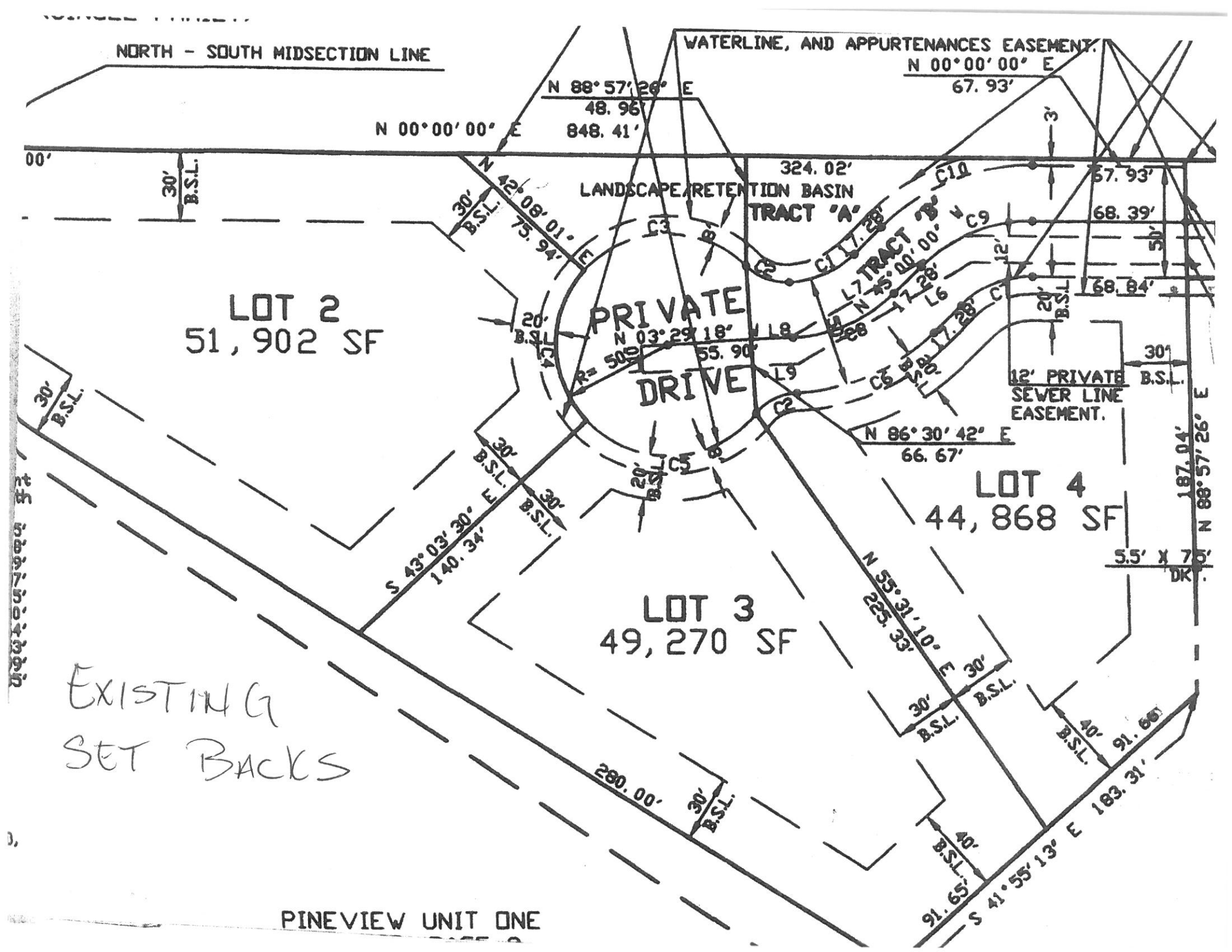
50 0 25 50 100



ALLEN CONSULTING ENGINEERS, INC.
127 WEST JUANITA
MESA, ARIZONA 85
PHONE (602) 844-

GUERRERO ESTATES
MILL AVENUE & RAY ROAD
CHANDLER, ARIZONA


NORTH - SOUTH MIDSECTION LINE
WATERLINE, AND APPURTENANCES EASEMENT.
N 00°00'00" E
67.93'
N 88°57'26" E
48.96'
848.41'
N 00°00'00" E
324.02'
LANDSCAPE/RETENTION BASIN
TRACT "A"
TRACT "B"
N 42°08'01" E
75.94'
30' B.S.L.
LOT 2
51,902 SF
PRIVATE
DRIVE
N 03°29'18" W
55.90'
R= 50.0
N 45°00'00" W
17.28'
67.93'
68.39'
68.84'
12' PRIVATE SEWER LINE EASEMENT.
N 86°30'42" E
66.67'
LOT 4
44,868 SF
187.04'
N 88°57'26" E
5.5' X 7.5' DK.
S 43°03'30" E
140.34'
LOT 3
49,270 SF
N 55°31'10" E
225.33'
280.00'
91.65'
S 41°55'13" E 183.31'
PROPOSED SET BACKS
PINEVIEW UNIT ONE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N 55°31'10" E
225.33'
280.00'
40' B.S.L.
91.65'
S 41°55'13" E 183.31'
EXISTING SET BACKS
PINEVIEW UNIT ONE

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 24-027

Date: June 13, 2024
To: Mayor and Council
Thru: Joshua Wright, City Manager
Andy Bass, Deputy City Manager and Acting Development Services Director
From: Benjamin Cereceres, Planner
Subject: PH23-0070 Chandler Palms Medical Offices
Introduction and Tentative Adoption of Ordinance No. 5102

Request: Amend the existing Planned Area Development (PAD) zoning district by allowing medical office uses in addition to the uses currently allowed, which include industrial, office and warehouse. The site consists of two (2) existing buildings.
Location: 500 N. Juniper Drive, generally located 1/2 mile north and west of Chandler Boulevard and McClintock Drive
Applicant: Casandra Zeitlin, HAM Chandler Palms LLC / HAM Papago LLC / HAM Fairway LLC

Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 5102 approving PLH23-0070 Chandler Palms Medical Offices, amending the existing PAD to allow medical office uses, subject to the conditions as recommended by Planning and Zoning Commission.

Background Data:

- The subject site is currently zoned PAD for industrial, general office, and warehouse.
- Per the current zoning, medical office uses are not permitted.
- A PAD amendment is required to allow for medical uses.

Surrounding Land Use Data:

North	Public Park, Desert Breeze Blvd, then elementary school	South	Vacant parcel owned by City of Chandler, then storage facility
East	Industrial Buildings	West	Public Park (Desert Breeze)

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Employment	No Change

Proposed Development

Building I	70,573 Square-Feet
Building II	70,573 Square-Feet
Building I & II Total Square-Footage	141,146 Square-Feet
Parking Provided	936
Parking Required	941

Review and Recommendation

The property was zoned Planned Area Development (PAD) for limited warehouse, industrial and general office in 1988 through zoning case Z88-018 as part of a larger development, Chandler Corporate Center. For this portion of the development, medical office was not a permitted use. Preliminary Development Plan PDP05-0009 Chandler Corporate Center was approved in 2005 for a mixed-use development including industrial, warehouse and office uses. The buildings are currently occupied by general office uses.

The applicant is requesting to allow limited medical uses that generate less demand for parking than general-care medical office uses, such as pediatrics, dentists or optometrists, which will be prohibited. Such limited medical uses would be required to submit a parking study to demonstrate the services provided will not generate demand for parking that exceeds 1 space per every 250 square feet, the same parking ratio that is required for general office. Staff supports adding limited medical uses given that the parking demand would not increase. Section 35-1804 of the City of Chandler's parking regulations dictates that medical office uses should be parked at one (1) space per one hundred fifty (150) square feet and general office at one (1) space per two hundred fifty (250) square feet. The site currently contains a total 936 parking spaces on-site; a total of 941 parking spaces are required.

No changes are proposed to the site. A copy of the Chandler Corporate Center

preliminary development plan booklet (approved in 2005) is attached for reference only as it will continue to regulate development within the proposed amended PAD. A copy of the current PAD, approved via Ordinance No. 1968, is also attached for reference. Planning staff has reviewed the request and finds it to be consistent with the General Plan and Zoning Code requirements.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting sign was posted on the site and on social media via NextDoor.
- A neighborhood meeting was held on May 1, 2024. One business representative, an existing tenant located in one of the subject buildings, was in attendance and had concerns regarding the proposed medical office use.
- As of the writing of this memo, Planning staff is aware of one business in opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting, May 15, 2024
Motion to Approve

In Favor: 4 Opposed: 0 Absent: 1 (Lopez) Abstain: 1 (Heumann)

One (1) current business tenant of the subject site spoke in opposition to the request, stating that they did not feel that medical use is a compatible land use and that they do not desire to share the common areas of the buildings with potential medical office clients/tenants.

Recommended Conditions of Approval

Planning and Zoning Commission recommends the City Council approve the requested PAD amendment, subject to the followng conditions:

1. Development shall be in substantial conformance with the exhibits and representation entitled "Chandler Corporate Center" kept on file in the City of Chandler's Planning Division in file No. PDP05-0009, modified by such conditions included at the time the exhibits were approved by City Council and/or as thereafter amended, modified or supplemented by the City Council.

2. Uses permitted shall be limited to light industrial, general office, and warehouse. Additionally, medical uses, such as but not limited to counseling services and medical specialists, shall be permitted subject to providing a

parking study that demonstrates the services provided generate a parking demand that does not exceed one (1) space per two hundred and fifty (250) square-feet. More intense medical uses, such as but not limited to general practitioners, pediatricians, dental and optometrists, shall be prohibited.

3. All employees and clients shall park on-site.

4. The site shall be maintained in a clean and orderly manner.

5. The landscaping in all open-spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.

Attachments

Ordinance No. 5102
Vicinity Maps
Narrative & Exhibits
Ordinance No, 1968
PDP05-0009 Chandler Corporate Center Development Booklet

ORDINANCE NO. 5102

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY AMENDING AN EXISTING PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT TO ALLOW MEDICAL OFFICE USES IN ADDITION TO THE USES CURRENTLY ALLOWED AT AN EXISTING PARCEL LOCATED AT 500 NORTH JUNIPER DRIVE AS REPRESENTED IN CASE PLH23-0070 (CHANDLER PALMS MEDICAL OFFICES), WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR PENALTIES.

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

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

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

WHEREAS, the City Council has considered the probable impact of this ordinance on the cost to construct housing for sale or rent; and

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

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

Section 1. Legal Description of Property:

EXHIBIT 'A'

Said parcel is hereby rezoned from Planned Area Development (PAD) for industrial, office and warehouse to Planned Area Development (PAD) for industrial, office, and warehouse, including limited medical office uses, subject to the following conditions:

1. Development shall be in substantial conformance with exhibits and representation entitled "Chandler Corporate Center" kept on file in the City of Chandler's Planning Division in file No. PDP05-0009, modified by such conditions included at the time the exhibits were approved by City Council and/or thereafter amended, modified or supplemented by the City Council.

2. Uses permitted shall be limited to light industrial, general office, and warehouse. Additionally, medical uses, such as but not limited to counseling services and medical specialists, shall be permitted subject to providing a parking study that demonstrates the services provided generate a parking demand that does not exceed one (1) space per two hundred and fifty (250) square-feet. More intense medical uses, such as but not limited to general practitioners, pediatricians, dentists, and optometrists shall be prohibited.

3. All employees and clients shall park on-site.

4. The site shall be maintained in a clean and orderly manner.

5. The landscaping in all open spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.

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

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

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

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

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

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler,

Arizona, this ____ day of _____, 2024.

ATTEST:

_____ _____
CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2024.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5102 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2024, and that a quorum was present thereat.

_____
CITY CLERK

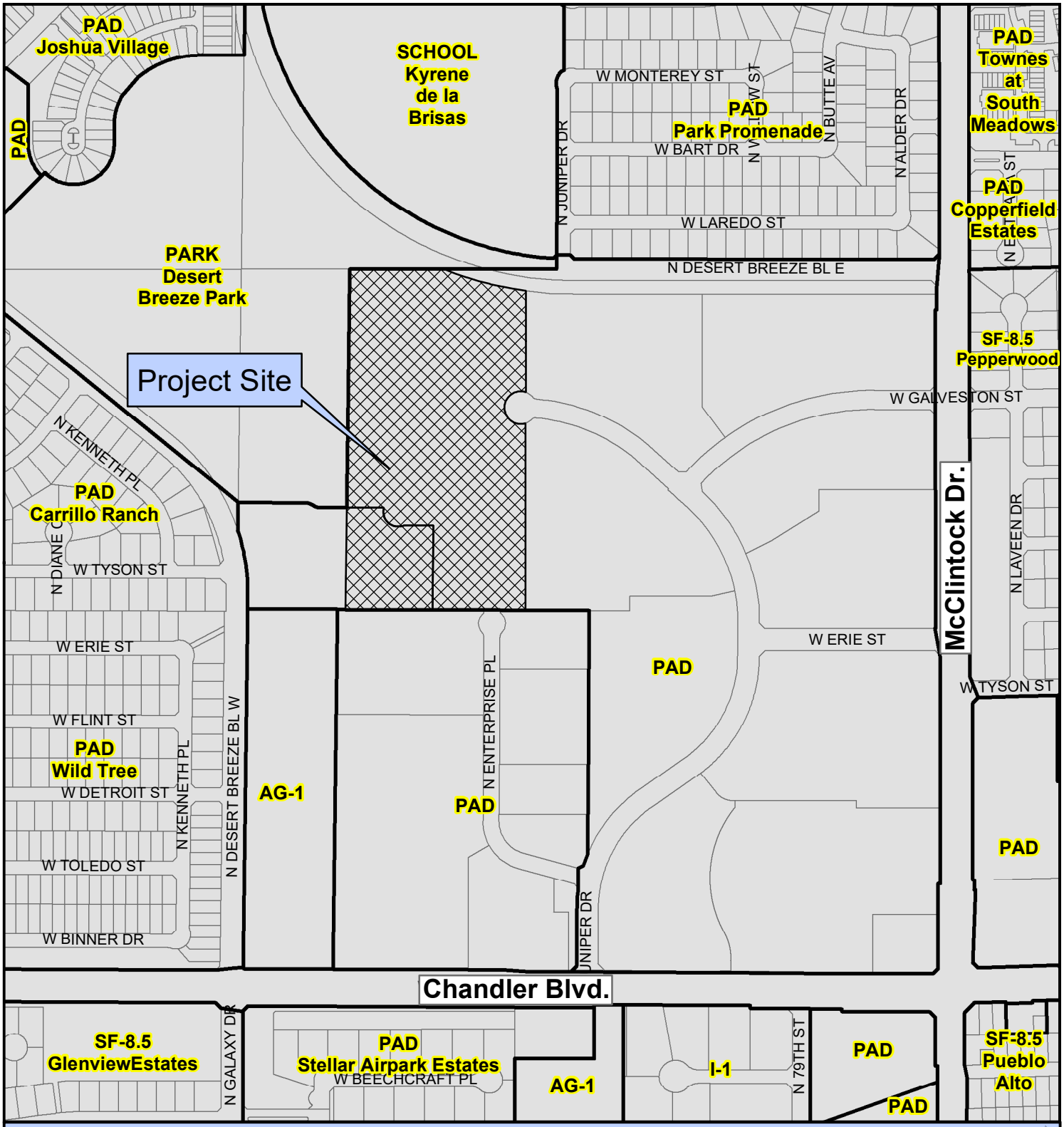
APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Published:

Exhibit A
Legal Description

LOTS 1 & 2 CHANDLER CORPORATE CENTER NORTH MCR 919-49.

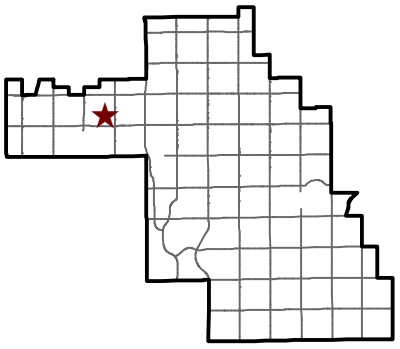


PLH23-0070 Chandler Palms Medical Offices

Proposed Project Details

500 N. Juniper Dr.

Rezoning to allow for Medical Office Uses



CHANDLER arizona

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

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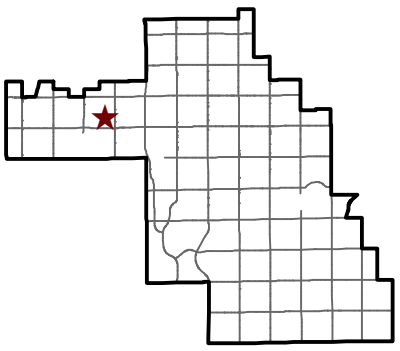


CHANDLER arizona

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

CHANDLER PALMS:
REZONING
NARRATIVE AND EXHIBITS

(Updated 3/27/2024)

i. **PARCEL NO.**: 301-86-316A ("**Parcel**"), a diagram of the Parcel is attached hereto as **Exhibit A** and the legal description is attached hereto as **Exhibit B**.

ii. **ADDRESSES**: 585 North Juniper Drive, Chandler, AZ 85226 ("**Building I**")
500 North Juniper Drive, Chandler, AZ 85226 ("**Building II**")

iii. **BUILDING I**: Existing two-story building, 70,573 sq. ft. A depiction of the existing floor plate is attached hereto as **Exhibit C**.

iv. **BUILDING II**: Existing two-story building, 70,573 sq. ft. A depiction of the existing floor plate is attached hereto as **Exhibit D**.

v. **TOTAL SQUARE FOOTAGE OF BUILDING I & II**: 141,146 sq. ft., zoning and building code compliance sheet, attached hereto as **Exhibit E**.

vi. **EXISTING PARCEL ZONING**: PAD zoned, permitting Industrial/Office/Warehouse uses.

vii. **REQUEST AND PURPOSE**: The request is for an amendment to the PAD to include Medical Office uses on the Parcel. No intense general-care medical office uses, such as pediatrics or urgent care facilities, are intended for the Parcel. The intended purpose of the rezone is to permit less-intense medical office uses on the Parcel, such as those providing narrow or specialized care (i.e., dermatology, podiatry, mental health, etc.).

Applicant agrees that approval of this rezone application will be on the condition of not leasing to intense general-care medical office uses until such time as the Parcel complies with now-current or then-current parking ratio requirements for medical uses, whichever requirement is lesser.

viii. **PARCEL TOTAL PARKING SPACES**: **936**. **Total Ratio: 6.64/1,000**. ALTA surveys, attached hereto as **Exhibit F**.

ix. **LETTER OF AUTHORIZATION**, attached hereto as **Exhibit G**.

Exhibit A

Desert Breeze Park
Gate Access to Park
Total Parking Spaces: 936
Retention Area
500 N Juniper Drive
Two-Story
±68,443 SF
585 N Juniper Dr
Two-Story
±67,561 SF
Garmin International
N Juniper Dr
DaVita Rx
North Desert Breeze Blvd E
N

Exhibit B

Legal Description

LOTS 1 & 2 CHANDLER CORPORATE CENTER NORTH MCR 919-49.

Exhibit C

Building I – 70,573 sq. ft. total

(First Floor)

585 North Juniper Drive - 1st Floor

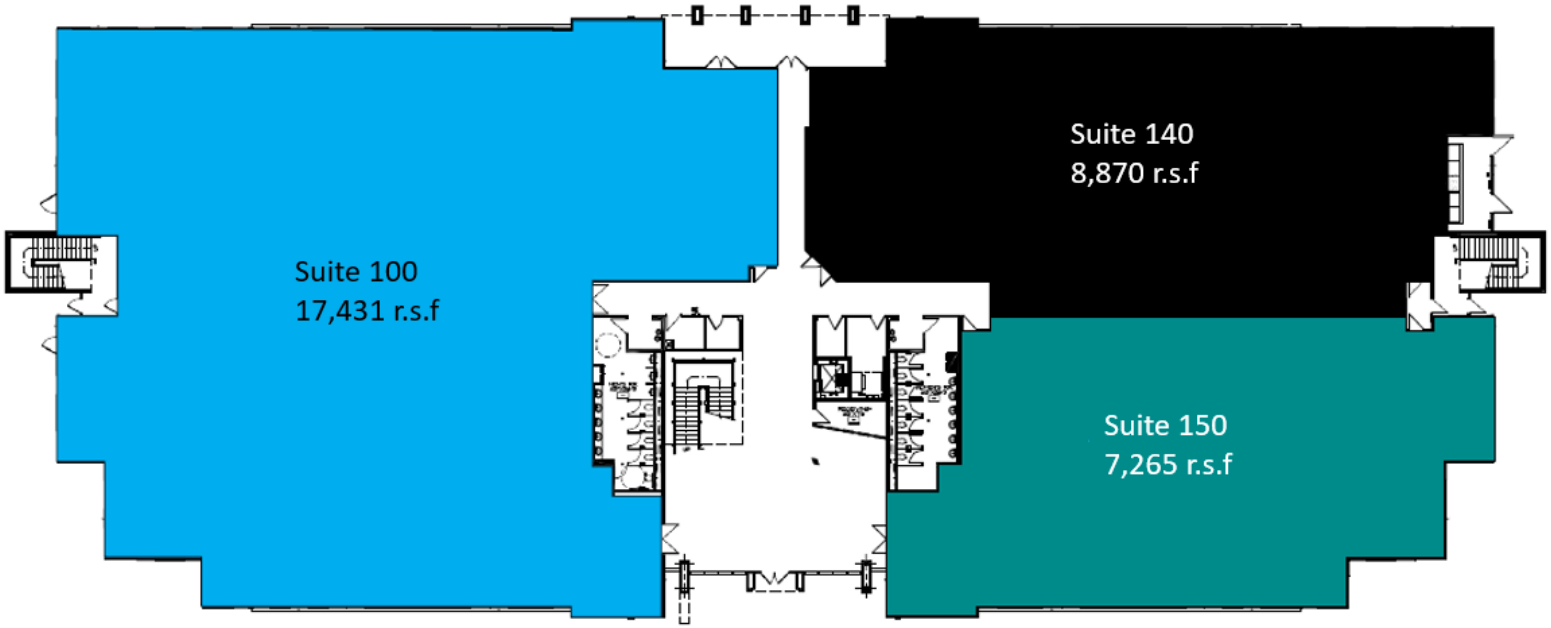


Exhibit C – cont'd

(Building I – Second Floor)

585 North Juniper Drive - 2nd Floor

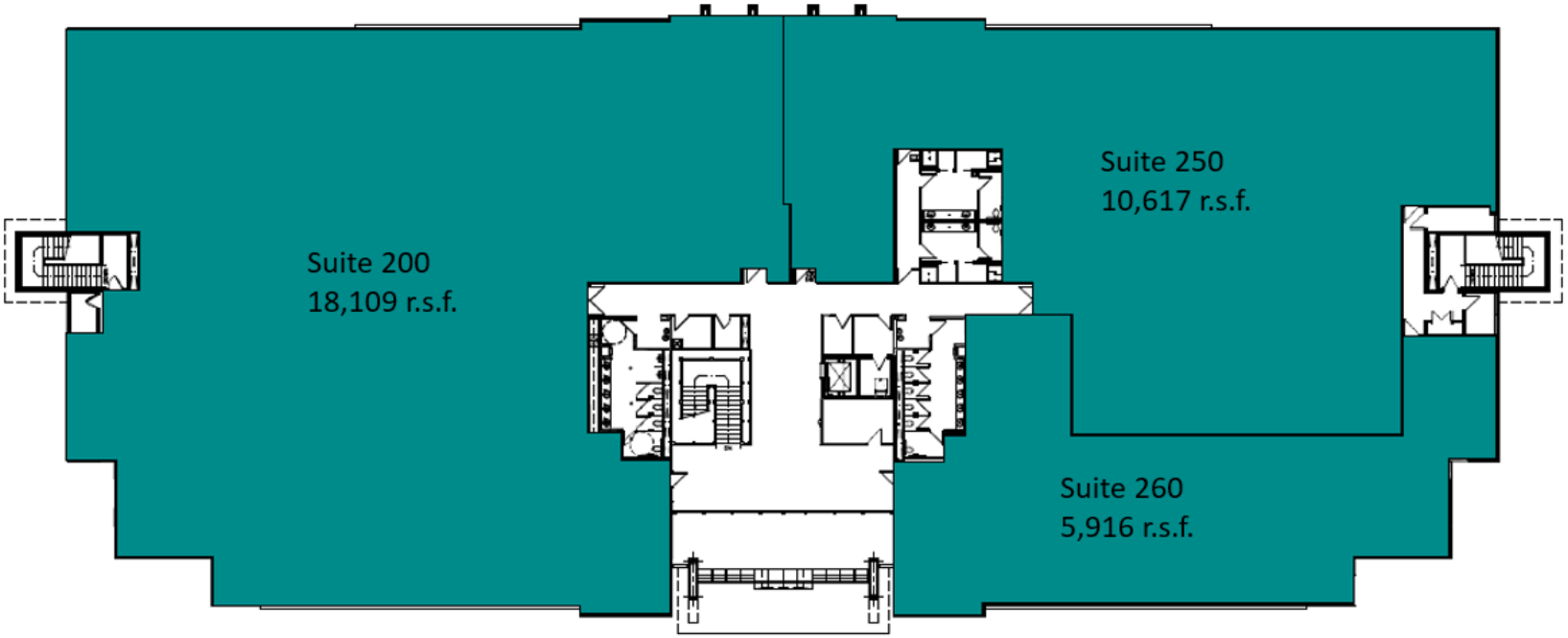


Exhibit D

Building II – 70,573 sq. ft. total

(First Floor)

500 North Juniper Drive - 1st Floor

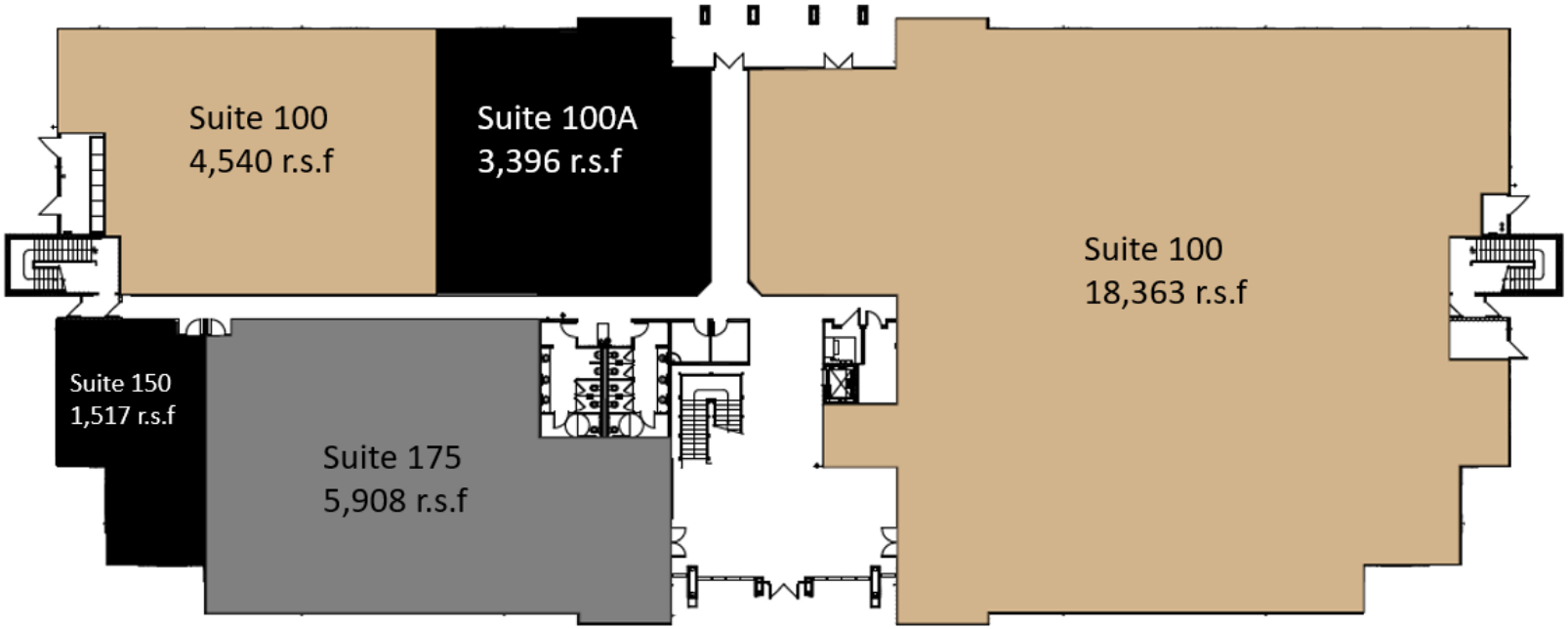


Exhibit D – cont'd

(Building II – Second Floor)

500 North Juniper Drive - 2nd Floor

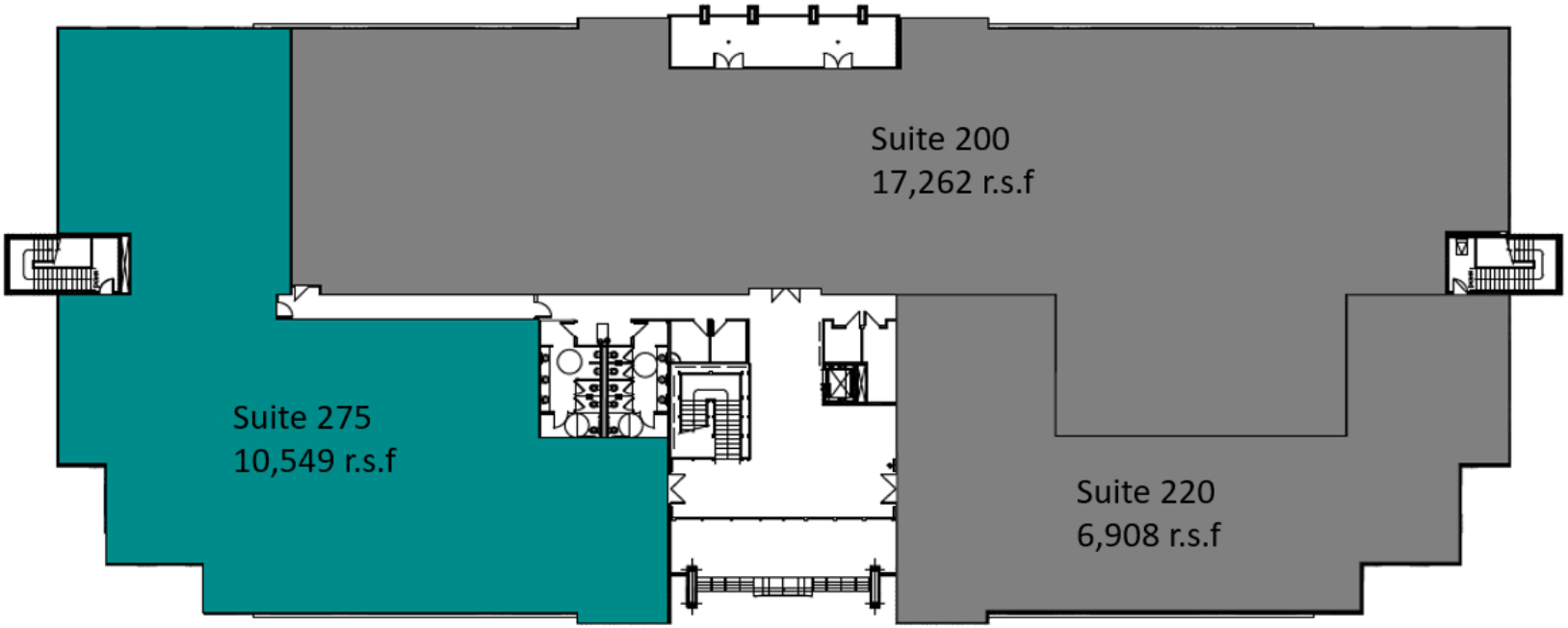


Exhibit E

Zoning/Building Compliance Sheet

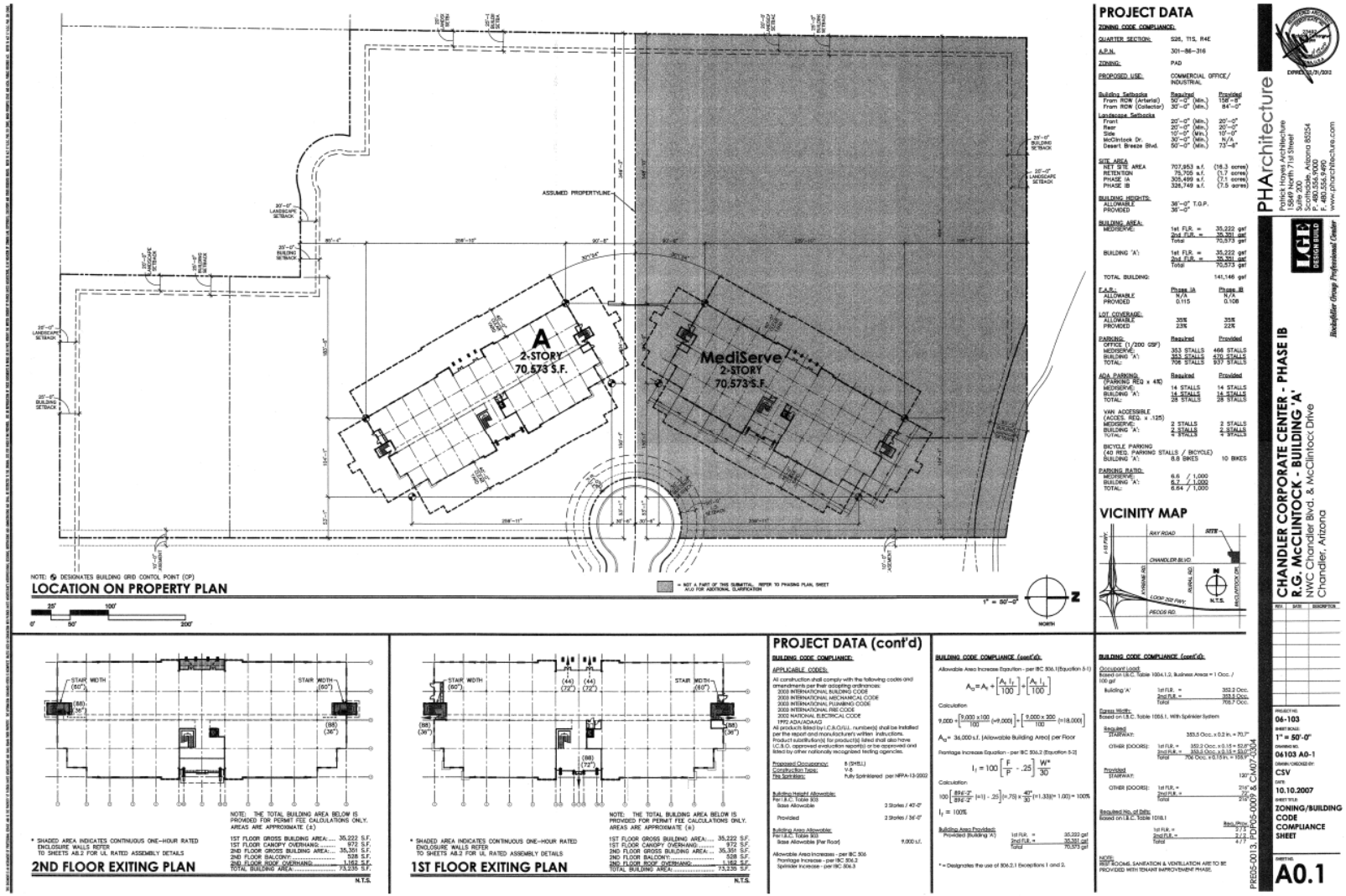


Exhibit F

ALTA/ACSM LAND TITLE SURVEY

LOT 2, "CHANDLER CORPORATE CENTER-NORTH" AS RECORDED IN BOOK 919 OF MAPS, PAGE 49 OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

LEGEND:

(R)	RECORDED DATA PER "CHANDLER CORPORATE CENTER-NORTH" AS RECORDED IN BOOK 919 OF MAPS, PAGE 49 OF MARICOPA COUNTY, ARIZONA.
(C)	CALCULATED DATA PER RECORDED INFO.
	SET PK/WASHER RLS45835
	CHISELED X
	SPIKE
	COTTON PICKER SPINDLE
	ALUMINUM CAP IN HANDHOLE
	SUBDIVISION CORNER
	BRASS CAP IN HANDHOLE
	FOUND AS NOTED
	BRASS CAP FLUSH
	ALUMINUM CAP FLUSH
	SET REBAR & CAP RLS45835
	GAS VALVE
	GAS MANHOLE
	GAS BLUESTAKE
	GAS METER
	GAS PRESSURE REDUCER
	GAS MARKER
	SEWER MANHOLE
	SEWER CLEANOUT
	FIBER OPTIC BLUESTAKE
	FIBER OPTIC MANHOLE
	ELECTRIC MANHOLE
	ELECTRIC JUNCTION BOX
	ELECTRIC BLUESTAKE
	ELECTRIC METER
	ELECTRIC CABINET
	FIRE DEPT. CONNECTION
	WATER VALVE
	FIRE HYDRANT
	WATER METER
	BACKFLOW PREVENTER
	WATER MANHOLE
	BLUESTAKE WATER
	IRRIGATION CONTROL VALVE
	IRRIGATION MANHOLE
	STORM MANHOLE
	STORM DRAIN INTERCEPTOR
	DRY WELL
	STORM CLEANOUT
	CATCH BASIN
	TRAFFIC SIGNAL
	TRAFFIC SIGNAL WITH MAST
	TRAFFIC SIGNAL JUNCTION BOX
	TELEPHONE MANHOLE
	TELEPHONE JUNCTION BOX
	POWER POLE
	DOWN GUY
	LIGHT POST
	STREET LIGHT W/ MAST ARM
	TELEVISION RISER
(#)	SCHEDULE B ITEM
	MONUMENT LINE
	PROPERTY LINE
	EASEMENT LINE
	RIGHT-OF-WAY LINE
	SANITARY SEWER LINE
	18" STORM LINE
	UNDERGROUND ELECTRIC LINE
	OVERHEAD ELECTRIC LINE
	WATERLINE
(#)	PARKING SPACE COUNT
CONCRETE	CONCRETE
	ASPHALT

SCHEDULE "B" ITEMS:

(1) THE LIABILITIES, OBLIGATIONS AND BURDENS IMPOSED UPON SAID LAND BY REASON OF INCLUSION WITHIN THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT AND AGRICULTURAL IMPROVEMENT DISTRICTS. (AFFECTS PARCEL BUT NOT THE SURVEY)

(2) TAXES AND ASSESSMENTS COLLECTIBLE BY THE COUNTY TREASURER, A LIEN NOT YET DUE AND PAYABLE FOR THE FOLLOWING YEAR: 2011 (AFFECTS PARCEL BUT NOT THE SURVEY)

(3) EASEMENT AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT:

RECORDED IN DOCKET	2236
PAGE	217
PURPOSE	IRRIGATION DITCH PURPOSES (AS SHOWN)

(4) AGREEMENTS ACCORDING TO THE TERMS AND CONDITIONS CONTAINED THEREIN
PURPOSE DEVELOPMENT AGREEMENTS

DOCKET	16009
PAGE	649 AND
DOCUMENT NO.	1984-0028634 (AFFECTS PARCEL BUT NOT THE SURVEY)

(5) EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS AS SET FORTH ON THE PLAT OF CHANDLER CORPORATE CENTER RECORDED IN BOOK 315 OF MAPS, PAGE 34; AND THEREAFTER CERTIFICATE OF CORRECTION RECORDED IN DOCUMENT NO. 1987-580668. (AFFECTS PARCEL BUT NOT THE SURVEY)

(6) RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS AND EASEMENTS, AND LIABILITIES AND OBLIGATIONS TO THE CHANDLER CORPORATE CENTER -NORTH OWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, INCLUDING BUT NOT LIMITED TO ANY RECITALS CREATING EASEMENTS OR PARTY WALLS, OMITTING, IF ANY, FROM THE ABOVE, ANY RESTRICTIONS BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN CONTAINED IN INSTRUMENT:

RECORDED IN DOCUMENT NO.	2007-529455 AND RE-RECORDED IN
DOCUMENT NO.	2007-530893 (AFFECTS PARCEL BUT NOT THE SURVEY)

(7) EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS AS SET FORTH ON THE PLAT OF CHANDLER CORPORATE CENTER -NORTH RECORDED IN BOOK 919 OF MAPS, PAGE 49; AND THEREAFTER AFFIDAVIT OF CORRECTION RECORDED IN DOCUMENT NO. 2008-516301. (AS SHOWN)

(8) MATTERS SET FORTH IN DECLARATION OF RECIPROCAL EASEMENT RECORDED IN DOCUMENT NO. 2007-574082. (AS SHOWN)

(9) EASEMENT AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT:

RECORDED IN DOCUMENT NO.	2007-1320561
PURPOSE	ELECTRIC LINES AND APPURTENANT FACILITIES (AS SHOWN)

(10) EASEMENT AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT:

RECORDED IN DOCUMENT NO.	2008-216332
PURPOSE	ELECTRIC LINES AND APPURTENANT FACILITIES (AS SHOWN)

(11) AGREEMENT ACCORDING TO THE TERMS AND CONDITIONS CONTAINED THEREIN:

PURPOSE	RECIPROCAL DRAINAGE EASEMENT AGREEMENT
DOCUMENT NO.	2008-322834 (AS SHOWN)

(12) UNRECORDED LEASE UNDER THE TERMS AND CONDITIONS CONTAINED THEREIN MADE BY:

LESSOR	S & W 950, L.L.C.
LESSEE	GARMIN INTERNATIONAL, INC.
DATED	AS OF OCTOBER 24, 2008
AS DISCLOSED BY	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
RECORDED	NOVEMBER 5, 2010
DOCUMENT NO.	2010-971577 (AFFECTS PARCEL BUT NOT THE SURVEY)

(13) UNRECORDED LEASE UNDER THE TERMS AND CONDITIONS CONTAINED THEREIN MADE BY:

LESSOR	S & W 950, L.L.C.
LESSEE	STA TRAVEL, INC.
DATED	AS OF DECEMBER 19, 2008
AS DISCLOSED BY	SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT
RECORDED	NOVEMBER 5, 2010
DOCUMENT NO.	2010-971578 (AFFECTS PARCEL BUT NOT THE SURVEY)

(14) UNRECORDED LEASE UNDER THE TERMS AND CONDITIONS CONTAINED THEREIN MADE BY:

LESSOR	CORPORATE CENTER INVESTMENTS LLC
LESSEE	MEDISERVE INFORMATION SYSTEMS, INC.
DATED	AS OF JUNE 1, 2010
AS DISCLOSED BY	SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT
RECORDED	NOVEMBER 5, 2010
DOCUMENT NO.	2010-971579 (AFFECTS PARCEL BUT NOT THE SURVEY)

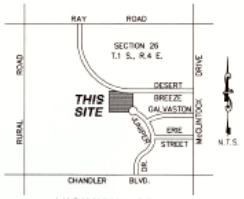
(15) AGREEMENT ACCORDING TO THE TERMS AND CONDITIONS CONTAINED THEREIN:

PURPOSE	LIGHT IMPROVEMENT AGREEMENT
DOCUMENT NO.	2011-0434474 (AS SHOWN)

FEMA NOTES:

THE CURRENT FEMA FLOOD INSURANCE RATE MAP (FIRM) FOR THIS AREA, MAP NUMBER 0401C2645F (EFFECTIVE REVISED DATE SEPTEMBER 30, 2005), DESIGNATES THE PROPERTY WITHIN FLOOD HAZARD ZONE "X".

ZONE "X" IS DEFINED AS AREAS OUTSIDE THE 1% ANNUAL CHANCE FLOODPLAIN, AREAS OF 1% ANNUAL CHANCE SHEET FLOW FLOODING WHERE THE AVERAGE DEPTHS ARE LESS THAN 1 FOOT, AREAS OF 1% ANNUAL CHANCE STREAM FLOODING WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN 1 SQUARE MILE, OR AREAS PROTECTED FROM THE 1% ANNUAL CHANCE FLOOD BY LEVEES. NO BASE FLOOD ELEVATIONS OR DEPTHS ARE SHOWN WITHIN THIS ZONE. INSURANCE PURCHASE IS NOT REQUIRED IN THESE ZONES.



VICINITY MAP:

NOTES:

1. ALL TITLE INFORMATION IS BASED ON A COMMITMENT FOR TITLE INSURANCE ISSUED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, FILE NO. 00982591-040-PH, EFFECTIVE DATE: MAY 31, 2011, AT 7:30 AM.

2. THE UNDERGROUND UTILITIES HAVE BEEN SHOWN BASED ON RECORDS PROVIDED BY THE RESPECTIVE UTILITY COMPANIES WITHOUT VERIFICATION BY THE SURVEYOR; THEREFORE, NO GUARANTEE CAN BE MADE AS TO THE EXTENT OF THE UTILITIES AVAILABLE, EITHER IN SERVICE OR ABANDONED, NO GUARANTEED TO THEIR EXACT LOCATION. PLEASE CALL "BLUE-STAKE" AT 602-263-1100, PRIOR TO ANY EXCAVATION OR TO DETERMINE WHAT UTILITIES FOR THE OPERATION OF THE PROPERTY ARE AVAILABLE AT THE LOT LINES, EITHER FROM CONTIGUOUS PROPERTY OR ADJOINING STREETS.

3. THE SURVEYOR HAS MADE NO ATTEMPT AND HAS NOT OBTAINED ANY INFORMATION RELATING TO, AND HAS NO KNOWLEDGE OF ANY PROPOSED RIGHT-OF-WAYS, EASEMENTS, OR DEDICATIONS THAT ANY MUNICIPALITY, INDIVIDUAL OR GOVERNMENTAL AGENCY MAY HAVE MADE OR MAY REQUIRE.

4. USE OF THE INFORMATION, CONTAINED IN THIS A.L.T.A./A.C.S.M. LAND TITLE SURVEY, FOR OTHER THAN THE SPECIFIC PURPOSE FOR WHICH IT WAS INTENDED ("TITLE INSURANCE MATTERS"), IS FORBIDDEN, UNLESS EXPRESSLY PERMITTED IN WRITING IN ADVANCE BY HUNTER ENGINEERING, INC. AND THEREFORE SHALL HAVE NO LIABILITY FOR ANY SUCH UNAUTHORIZED USE.

5. THE BUILDING LINES AND DIMENSIONS SHOWN DEPICT THE EXTERIOR BUILDING FOOTPRINT AT GROUND LEVEL BASED ON FIELD MEASUREMENTS. THIS INFORMATION IS INTENDED TO DEPICT THE GENERAL CONFIGURATION OF THE BUILDING AT GROUND LEVEL AND MAY OR MAY NOT BE THE EXACT DIMENSIONS OF THE BUILDING FOUNDATION. THE BUILDING SQUARE FOOTAGE SHOWN IS BASED ON THE EXTERIOR BUILDING FOOTPRINT AND IS NOT INTENDED TO REFLECT THE INTERIOR OR LEASEABLE AREA OF ANY BUILDING. THE BUILDING OFFSET DISTANCES SHOWN ARE TO ACTUAL BUILDING CORNERS.

6. THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.

7. THERE IS NO OBSERVABLE EVIDENCE OF THIS SITE BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

8. THERE IS NO EVIDENCE TO SUGGEST THAT THERE IS A CEMETERY OR BURIAL GROUNDS ON THESE PREMISES.

PARKING SPACES:

COVERED PARKING SPACES = 184 SPACES
STANDARD PARKING SPACES = 252 SPACES
HANDICAPPED PARKING SPACES = 12 SPACES
TOTAL = 448 SPACES

BASIS OF BEARING:

BASIS OF BEARING FOR THIS SURVEY IS A BEARING OF NORTH 89°46'20" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO THE PLAT OF "CHANDLER CORPORATE CENTER-NORTH", RECORDED IN BOOK 919, PAGE 49, MARICOPA COUNTY RECORDS, ARIZONA.

SITE ADDRESS:

585 N. JUNIPER DRIVE
CHANDLER, ARIZONA 85226

LEGAL DESCRIPTION:

LOT 2, CHANDLER CORPORATE CENTER -NORTH, ACCORDING TO BOOK 919 OF MAPS, PAGE 49 AND AFFIDAVIT OF CORRECTION RECORDED IN DOCUMENT NO. 2008-516301, RECORDS OF MARICOPA COUNTY, ARIZONA.

SURVEYOR'S CERTIFICATION:

TO: CORPORATE CENTER INVESTMENTS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, LAWYERS TITLE INSURANCE CORPORATION AND COMMONWEALTH LAND TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT WAS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARDS DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA, ACSM AND NSPS IN 2011, AND INCLUDES ITEMS 1,2,3,4,7(a), 7(b)(1),7(c),8,9,11(a),13,16,&18, OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, NSPS, ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION. THE POSITIONAL UNCERTAINTIES RESULTING FROM THE SURVEY MEASUREMENTS MADE ON THE SURVEY DO NOT EXCEED THE ALLOWABLE POSITIONAL TOLERANCE.

JERRY D. HEATH JR. 45835 REGISTERED LAND SURVEYOR 3/31/11

NO.	DATE	REVISION	BY

PURPOSE: ALT.A. SURVEY

DRAWN BY: JDH
CHECKED BY: JDH

HUNTER ENGINEERING
CIVIL AND SURVEY
10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

ALTA/ACSM LAND TITLE SURVEY

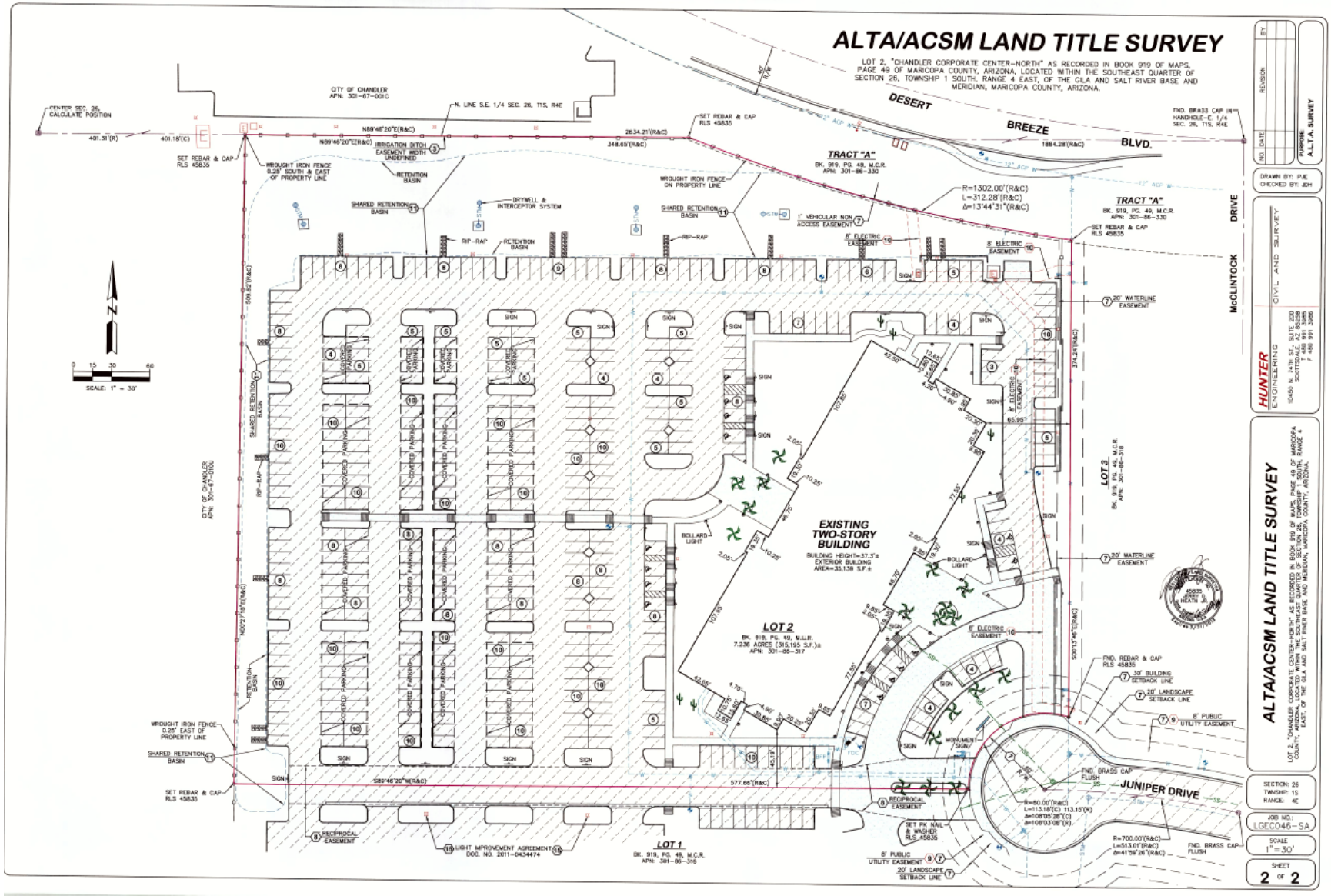
LOT 2, "CHANDLER CORPORATE CENTER-NORTH" AS RECORDED IN BOOK 919 OF MAPS, PAGE 49 OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SECTION: 26
TWNSHP: 1S
RANGE: 4E

JOB NO.: LGEC046-SA

SCALE: 1"=30'

SHEET 1 OF 2


ALTA/ACSM LAND TITLE SURVEY
LOT 2, "CHANDLER CORPORATE CENTER-NORTH" AS RECORDED IN BOOK 919 OF MAPS, PAGE 49 OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.
DESERT BREEZE BLVD.
McCLINTOCK DRIVE
JUNIPER DRIVE
EXISTING TWO-STORY BUILDING
BUILDING HEIGHT=37.5'±
EXTERIOR BUILDING AREA=35,139 S.F.±
LOT 2
BK. 919, PG. 49, M.C.R.
7.236 ACRES (315,195 S.F.)±
APN: 301-86-317
LOT 1
BK. 919, PG. 49, M.C.R.
APN: 301-86-316
LOT 3
BK. 919, PG. 49, M.C.R.
APN: 301-86-318
TRACT "A"
BK. 919, PG. 49, M.C.R.
APN: 301-86-330
CITY OF CHANDLER
APN: 301-67-001C
CITY OF CHANDLER
APN: 301-67-001G
SCALE: 1" = 30'
HUNTER ENGINEERING
CIVIL AND SURVEY
ALTA/ACSM LAND TITLE SURVEY
SECTION: 26
TOWNSHIP: 1S
RANGE: 4E
JOB NO.: LGEC046-SA
SCALE 1"=30'
SHEET 2 OF 2

ALTA/ACSM LAND TITLE SURVEY

LOT 1, CHANDLER CORPORATE CENTER–NORTH AS RECORDED IN BOOK 919 OF MAPS, PAGE 49, IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SCHEDULE "B" ITEMS:

1. SECOND INSTALLMENT OF 2014 TAXES, A LIEN, PAYABLE ON OR BEFORE MARCH 1, 2015, AND DELINQUENT MAY 1, 2015.
AFFECTS THE PROPERTY BUT NOT THE SURVEY.

2. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

3. THE LIABILITIES AND OBLIGATIONS IMPOSED UPON SAID LAND BY REASON OF: (A) INCLUSION THEREOF WITHIN THE BOUNDARIES OF THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT; (B) MEMBERSHIP OF THE OWNER THEREOF IN THE SALT RIVER VALLEY WATER USERS' ASSOCIATION, AN ARIZONA CORPORATION AND (C) THE TERMS OF ANY WATER RIGHT APPLICATION MADE UNDER THE RECLAMATION LAWS OF THE UNITED STATES FOR THE PURPOSE OF OBTAINING WATER RIGHTS FOR SAID LAND. (ALL ASSESSMENTS DUE AND PAYABLE ARE PAID.)
AFFECTS THE PROPERTY BUT NOT THE SURVEY.

4. RESERVATIONS OR EXCEPTIONS IN PATENTS, OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF.
AFFECTS THE PROPERTY BUT NOT THE SURVEY.

5. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

(6) 6. RESTRICTIONS, DEDICATIONS, CONDITIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS SHOWN ON THE PLAT OF CHANDLER CORPORATE CENTER – NORTH, AS RECORDED IN PLAT BOOK 919 OF MAPS, PAGE(S) 49 AND AFFIDAVIT OF CORRECTION RECORDED JUNE 11, 2008 AS 20080–0516301 OF OFFICIAL RECORDS, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(C).
AS SHOWN ON SURVEY.

7. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN 2007–529455 OF OFFICIAL RECORDS AND RE–RECORDED AS 2007–530893 OF OFFICIAL RECORDS, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(C). (ALL ASSESSMENTS DUE AND PAYABLE CHANDLER CORPORATE CENTER–NORTH OWNERS ASSOCIATION ARE PAID.)
AFFECTS THE PROPERTY BUT NOT THE SURVEY.

8. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

(9) 9. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "RECIPROCAL DRAINAGE EASEMENT AGREEMENT" RECORDED APRIL 11, 2008 AS 2008–0322834 OF OFFICIAL RECORDS.
AS SHOWN ON SURVEY.

(10) 10. THE TERMS AND PROVISIONS CONTAINED IN TIC DOCUMENT ENTITLED "EASEMENT AGREEMENT" RECORDED AUGUST 21, 2008 AS 2008–0731219 OF OFFICIAL RECORDS.
AS SHOWN ON SURVEY.

(11) 11. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "LIGHT IMPROVEMENT AGREEMENT" RECORDED MAY 24, 2011 AS 2011–0434474 OF OFFICIAL RECORDS.
AS SHOWN ON SURVEY.

(12) 12. ALL MATTERS AS SET FORTH IN DECLARATION OF EASEMENT, RECORDED DECEMBER 30, 2003 AS 2003–1745351 OF OFFICIAL RECORDS.
AS SHOWN ON SURVEY.

13. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

(14) 14. ALL MATTERS AS SET FORTH IN DECLARATION OF RECIPROCAL EASEMENT, RECORDED MAY 17, 2007 AS 2007–574082 OF OFFICIAL RECORDS.
AS SHOWN ON SURVEY.

15. AN EASEMENT FOR IRRIGATION DITCH AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS DOCKET 2226 AND PAGE 217.
DOES NOT AFFECT THIS PARCEL.

16. AN EASEMENT FOR POWER DISTRIBUTION AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 2002–1120310 OF OFFICIAL RECORDS.
THESE 4 EASEMENT PARCELS ARE FOR SRP POWER DISTRIBUTION EQUIPMENT AND ARE ALL ADJOINING THE 10' PUE ALONG THE WEST SIDE OF MCCLINTOCK DRIVE. SEE VICINITY MAP FOR MCCLINTOCK DR..

DOES NOT AFFECT THIS PARCEL.

(17) 17. AN EASEMENT FOR ELECTRICAL POWER AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 2007–1320561 OF OFFICIAL RECORDS.
AS SHOWN ON SURVEY.

(18) 18. AN EASEMENT FOR TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 2009–0045439 OF OFFICIAL RECORDS.
AS SHOWN ON SURVEY.

19. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

20. RIGHTS TENANTS, AS TENANTS ONLY, UNDER THE ATTACHED CERTIFIED RENT ROLL, WHICH RIGHTS DO NOT INCLUDE A RIGHT OF FIRST REFUSAL OR FIRST OFFER OR A RIGHT TO PURCHASE ALL OR ANY PORTION OF THE LAND.
AFFECTS THE PROPERTY BUT NOT THE SURVEY.

21. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
AFFECTS THE PROPERTY BUT NOT THE SURVEY.

NOTES:

1. ALL TITLE INFORMATION IS BASED ON A COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, NATIONAL COMMERCIAL SERVICES, NO. NCS–674644–PHX01, THIRD AMENDED, EFFECTIVE DATE: NOVEMBER 18, 2014.

2. THE UNDERGROUND UTILITIES HAVE BEEN SHOWN BASED ON RECORDS PROVIDED BY THE RESPECTIVE UTILITY COMPANIES WITHOUT VERIFICATION BY THE SURVEYOR; THEREFORE, NO GUARANTEE CAN BE MADE AS TO THE EXTENT OF THE UTILITIES AVAILABLE, EITHER IN SERVICE ABANDONED, NOR GUARANTEE TO THEIR EXACT LOCATION. PLEASE CALL "BLUE–STAKE" AT 602–263–1100, PRIOR TO ANY EXCAVATION OR TO DETERMINE WHAT UTILITIES FOR THE OPERATION OF THE PROPERTY ARE AVAILABLE AT THE LOT LINES, EITHER FROM CONTIGUOUS PROPERTY OR ADJOINING STREETS.

3. BASIS OF BEARING FOR THIS SURVEY IS A BEARING OF NORTH 89°46'20" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO THE PLAT OF "CHANDLER CORPORATE CENTER–NORTH", RECORDED IN BOOK 919, PAGE 49, MARICOPA COUNTY RECORDS, ARIZONA.

4. THE SURVEYOR HAS MADE NO ATTEMPT AND HAS NOT OBTAINED ANY INFORMATION RELATING TO, AND HAS NO KNOWLEDGE OF ANY PROPOSED RIGHT–OF–WAYS, EASEMENTS, OR DEDICATIONS THAT ANY MUNICIPALITY, INDIVIDUAL OR GOVERNMENTAL AGENCY MAY HAVE MADE OR MAY REQUIRE.

5. USE OF THE INFORMATION, CONTAINED IN THIS A.L.T.A./A.C.S.M. LAND TITLE SURVEY, FOR OTHER THAN THE SPECIFIC PURPOSE FOR WHICH IT WAS INTENDED ("TITLE INSURANCE MATTERS"), IS FORBIDDEN, UNLESS EXPRESSLY PERMITTED IN WRITING IN ADVANCE BY HUNTER ENGINEERING, INC. AND THEREFORE SHALL HAVE NO LIABILITY FOR ANY SUCH UNAUTHORIZED USE.

6. THE BUILDING LINES AND DIMENSIONS SHOWN DEPICT THE EXTERIOR BUILDING FOOTPRINT AT GROUND LEVEL BASED ON FIELD MEASUREMENTS. THIS INFORMATION IS INTENDED TO DEPICT THE GENERAL CONFIGURATION OF THE BUILDING AT GROUND LEVEL AND MAY OR MAY NOT BE THE EXACT DIMENSIONS OF THE BUILDING FOUNDATION. THE BUILDING SQUARE FOOTAGE SHOWN IS BASED ON THE EXTERIOR BUILDING FOOTPRINT AND IS NOT INTENDED TO REFLECT THE INTERIOR OR LEASEABLE AREA OF ANY BUILDING.

7. THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.

8. THERE IS NO OBSERVABLE EVIDENCE OF THIS SITE BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

9. THERE IS NO EVIDENCE TO SUGGEST THAT THERE IS A CEMETERY OR BURIAL GROUNDS ON THESE PREMISES

10. THE SUBJECT PARCEL HAS ACCESS TO JUNIPER DRIVE WHICH IS A PUBLICLY DEDICATED STREET.

11. THERE ARE NO APPARENT ENCROACHMENTS ON TO SUBJECT PROPERTY.

FEMA NOTES:

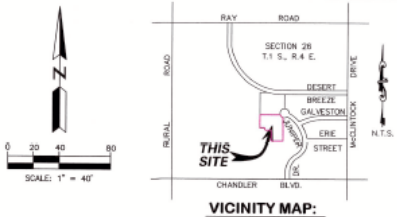
THE CURRENT FEMA FLOOD INSURANCE RATE MAP (FIRM) FOR THIS AREA, MAP NUMBER 04013C 2720L (EFFECTIVE REVISED DATE OCTOBER 16, 2013), DESIGNATES THE PROPERTY WITHIN FLOOD HAZARD ZONE X

ZONE X IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

LEGEND:

- PK/WASHER
- BRASS CAP IN HANDHOLE
- FOUND AS NOTED OR TO BE SET
- BRASS CAP FLUSH
- ELECTRIC TRANSFORMER
- TELEPHONE JUNCTION BOX
- LIGHT POST
- WATER VALVE
- FIRE HYDRANT
- WATER METER
- STORM CATCH BASIN
- STORM DRAIN INTERCEPTOR
- DRY WELL
- (T) SCHEDULE B HEX, ITEMS THAT ARE PLOTTED OR REFERENCED ON SURVEY
- (8) PARKING SPACE COUNT
- SEWER CLEANOUT
- FIRE DEPT. CONNECTION
- CHECK VALVE
- BACKFLOW PREVENTER
- PALM TREE
- WATER LINE
- STORM DRAIN
- SANITARY SEWER LINE
- PROPERTY LINE
- CONCRETE — CONCRETE HATCH COLOR & PATTERN
- AC PAVE — ASPHALT HATCH COLOR & PATTERN
- PAVERS HATCH COLOR & PATTERN

B.S.L. BUILDING SETBACK LINE
P.U.E. PUBLIC UTILITY EASEMENT
L.E. LANDSCAPE EASEMENT
L.L.E. LIMITED LIABILITY EASEMENT
M.C.R. MARICOPA COUNTY RECORDS
R/W RIGHT OF WAY



VICINITY MAP:

LEGAL DESCRIPTION:

LOT 1, CHANDLER CORPORATE CENTER–NORTH, ACCORDING TO BOOK 919 OF MAPS, PAGE 49 AND AFFIDAVIT OF CORRECTION RECORDED JUNE 11, 2008 AS 2008–0516301 OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY, ARIZONA.

SITE ADDRESS:

500 N. JUNIPER DRIVE, CHANDLER, AZ 85226

LOT AREA:

LOT 1, CHANDLER CORPORATE CENTER–NORTH
8.753 ACRES, 381,266 S.F.

PARKING SPACES:

STANDARD PARKING SPACES = 474 SPACES
HANDICAPPED PARKING SPACES = 14 SPACES

BASIS OF BEARING:

BASIS OF BEARING FOR THIS SURVEY IS A BEARING OF NORTH 89°46'20" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO THE PLAT OF "CHANDLER CORPORATE CENTER–NORTH", RECORDED IN BOOK 919, PAGE 49, MARICOPA COUNTY RECORDS, ARIZONA.

ZONING CLASSIFICATION:

THE CURRENT ZONING CLASSIFICATION FOR THIS PARCEL IS "PAD" PLANNED AREA DEVELOPMENT
PLEASE NOTE, ACCORDING TO ERIK SWANSON, SENIOR CITY PLANNER, "THE SUBJECT SITE IS NOT PART OF ANY SPECIFIC AREA PLAN; HOWEVER, IT IS WITHIN THE AIRPORT NOISE IMPACT OVERLAY DISTRICT FOR STELLAR AIRPARK."
REQUIREMENTS FOR SETBACKS, HEIGHT, DENSITY, AND PARKING WERE PROVIDED DIRECTLY FROM ERIK SWANSON IN THE ZONING VERIFICATION LETTER.
REFERENCE PZR REPORT FOR CHANDLER CORPORATE CENTER PREPARED FOR PALISADES CAPITAL REALTY ADVISORS,LLC DATED 11–25–14, PZR SITE NUMBER 79951–1.

BUILDING SETBACKS		
FRONT	30 FEET– JUNIPER DR.	125 FEET +– (PER SCALE OF SURVEY)
SIDE	12 FEET	43 FEET (PER SURVEY)
REAR	30 FEET	175 FEET +– (PER SCALE OF SURVEY)

BUILDING HEIGHT		
MAXIMUM BUILDING HEIGHT	NO BUILDING HEIGHT SHALL EXCEED 30 FEET IN HEIGHT AT THE THIRTY–FOOT FRONT BUILDING SETBACK LINE, EXCEPT THAT A BUILDING MAY EXCEED SUCH HEIGHT PROVIDED THAT AT NO POINT IT PROJECTS ABOVE A LINE SLOPING INWARD AND UPWARD AT A 45 DEGREE ANGLE AT THE REQUIRED HEIGHT AND SETBACK LINE	
EXISTING BUILDING HEIGHT	TOP OF PARAPET– 36 FEET	

PARKING		
PARKING REQUIRED	352 TOTAL PARKING SPACES	488 EXISTING

SURVEYOR'S CERTIFICATION:

TO: STARWOOD MORTGAGE CAPITAL LLC, STARWOOD MORTGAGE FUNDING I LLC AND STARWOOD MORTGAGE FUNDING II LLC, AND THEIR SUCCESSORS AND ASSIGNS
RG–MCCLINTOCK LLC, A DELAWARE LIMITED LIABILITY COMPANY
FIRST AMERICAN TITLE INSURANCE COMPANY, NATIONAL COMMERCIAL SERVICES
PALISADES CAPITAL REALTY ADVISORS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
CHANDLER CORPORATE CENTER II, LLC, A DELAWARE LIMITED LIABILITY COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT WAS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARDS DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA, ACSM AND NSPS IN 2011, AND INCLUDES ITEMS 2,3,4,7(b)(1),8(a),8(b),7(c),8,9,11(a),13,16,17&18 OF TABLE A THEREOF, PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, NSPS, ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION. THE POSITIONAL UNCERTAINTIES RESULTING FROM THE SURVEY MEASUREMENTS MADE ON THE SURVEY DO NOT EXCEED THE ALLOWABLE POSITIONAL TOLERANCE. THE FIELD WORK WAS COMPLETED ON 11–10–14.
DATE OF PLAT OR MAP 12–11–14.

JAMES A. BRUCCI
RLS 29865
jbrucci@hunterengineeringpc.com

NO.	DATE	REVISION
1	11–18–14	PC MACKLEY SURVEY COMMENTS
2	11–20–14	PARTNER LLP SURVEY COMMENTS
3	12–09–14	THIRD AMENDED TITLE REPORT

FOR/ISSUE: A.L.T.A. SURVEY

DRAWN BY: JAB
CHECKED BY: JAB

HUNTER ENGINEERING
CIVIL AND SURVEY
10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

ALTA/ACSM LAND TITLE SURVEY
LOT 1, CHANDLER CORPORATE CENTER–NORTH AS RECORDED IN BOOK 919 OF MAPS, PAGE 49, IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SECTION: 26
TWNSHP: 1S
RANGE: 4E

JOB NO.: ROCK001–1–S
SCALE: 1"=40'
SHEET 1 OF 2

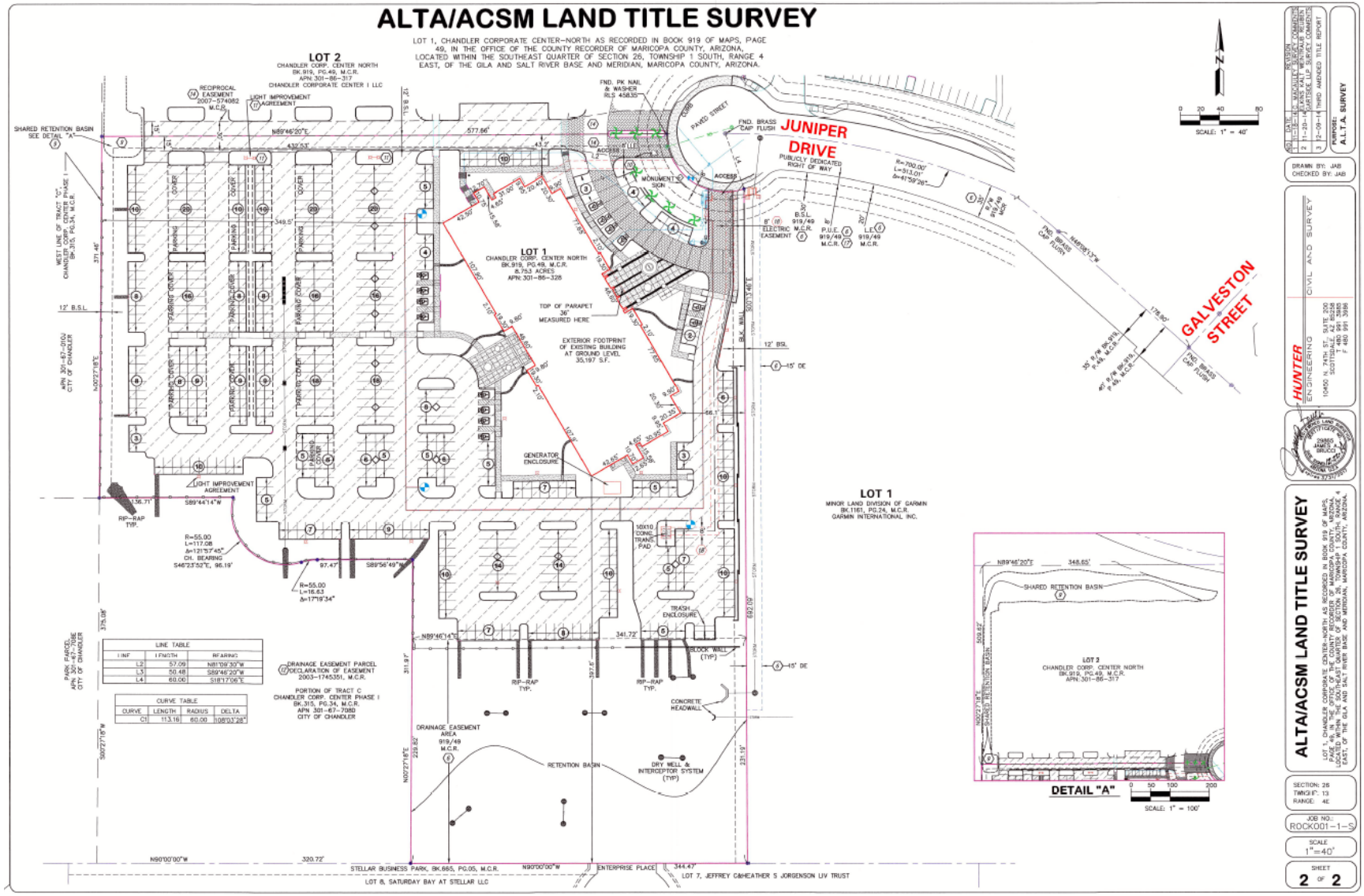

ALTA/ACSM LAND TITLE SURVEY
LOT 1, CHANDLER CORPORATE CENTER-NORTH AS RECORDED IN BOOK 919 OF MAPS, PAGE 49, IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.
LOT 2
CHANDLER CORP. CENTER NORTH
BK.919, PG.49, M.C.R.
APN: 301-86-317
CHANDLER CORPORATE CENTER I LLC
LOT 1
CHANDLER CORP. CENTER NORTH
BK.919, PG.49, M.C.R.
8.753 ACRES
APN: 301-86-326
JUNIPER DRIVE
PUBLICLY DEDICATED RIGHT OF WAY
GALVESTON STREET
TOP OF PARAPET 36' MEASURED HERE
EXTERIOR FOOTPRINT OF EXISTING BUILDING AT GROUND LEVEL 35,197 S.F.
GENERATOR ENCLOSURE
TRASH ENCLOSURE
MONUMENT SIGN
SHARED RETENTION BASIN
SEE DETAIL "A"
RETENTION BASIN
DRY WELL & INTERCEPTOR SYSTEM (TYP)
DRAINAGE EASEMENT AREA 919/49 M.C.R.
CONCRETE HEADWALL
RIP-RAP TYP.
BLOCK WALL (TYP)
10'X10' CONC. TRANS. PAD
LIGHT IMPROVEMENT AGREEMENT
RECIPROCAL EASEMENT 2007-574082 M.C.R.
DRAINAGE EASEMENT PARCEL 12 DECLARATION OF EASEMENT 2003-1745351, M.C.R.
PORTION OF TRACT C CHANDLER CORP. CENTER PHASE I BK.315, PG.34, M.C.R. APN 301-67-705D CITY OF CHANDLER
APN 301-67-705U CITY OF CHANDLER
PARK PARCEL APN 301-67-705E CITY OF CHANDLER
WEST LINE OF TRACT "C" CHANDLER CORP. CENTER PHASE I BK.315, PG.34, M.C.R.
LOT 1
MINOR LAND DIVISION OF GARMIN
BK.1161, PG.24, M.C.R.
GARMIN INTERNATIONAL INC.
LOT 2
CHANDLER CORP. CENTER NORTH
BK.919, PG.49, M.C.R.
APN: 301-86-317
DETAIL "A"
SCALE: 1" = 100'
SCALE: 1" = 40'
LINE TABLE
CURVE TABLE
STELLAR BUSINESS PARK, BK.665, PG.05, M.C.R.
LOT 8, SATURDAY BAY AT STELLAR LLC
ENTERPRISE PLACE
LOT 7, JEFFREY C&HEATHER S JORGENSON LIV TRUST
HUNTER ENGINEERING
CIVIL AND SURVEY
ALTA/ACSM LAND TITLE SURVEY
DRAWN BY: JAB
CHECKED BY: JAB
SECTION: 26
TWNSHP: 1S
RANGE: 4E
JOB NO.: ROCK001-1-S
SCALE 1"=40'
SHEET 2 OF 2

Exhibit G

Chandler • Arizona
Where Values Make The Difference

Letter of Authorization

Please accept an application for Rezoning and/or a Preliminary Development Plan for property located at:

Parcel NO. 301-86-316A

585 & 500 North Juniper Drive, Chandler, AZ 85226

Said property is owned by (provide the Maricopa County recorded Property Owner information):

HAM Chandler Palms LLC / HAM Papago LLC / HAM Fairway LLC (collectively, HAM)

and legally described as (may state "See attached"):

See exhibit B to Rezone Application

Assessor Parcel Number(s):

301-86-316A

The attached map and/or survey accurately portray the parcel configuration and property dimensions, as reflected in the legal description.

I certify that the above information is correct, and that I am authorized to file an application on said property on behalf of the owner.

Alexander Zeitlin 1/31/24
Applicant Signature Date

Harry Zeitlin 1/31/24
Property Owner Name Printed Date

1/31/24
Property Owner Signature Date

Property Owner Name Printed Date

Property Owner Signature Date

City Clerk
Official File Copy

ORDINANCE NO. 1968

AN ORDINANCE OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING A PARCEL OF LAND FROM P.A.D. TO P.A.D. (Z88-018 CHANDLER CORPORATE CENTER) LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA.

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

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

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

WHEREAS, public hearings were held by the Planning and Zoning Commission and the City Council as required by the Zoning Code;

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

SECTION 1. Legal description of property:

A portion of the North half of the Southeast Quarter of Section (26) Twenty Six, Township One (1) South, Range Four (4) East, Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

COMMENCING on the East Quarter corner, Section 26, T1S, R4E, G&SRB&M, Maricopa County, Arizona;

THENCE S89°45'45"W, a distance of 75.00 feet to the TRUE POINT OF BEGINNING;
THENCE S00°24'42"E, a distance of 40.00 feet;
THENCE S45°24'42"E, to a point on the West 55.00 foot Right-of-Way of McClintock Drive, a distance of 28.28 feet;
THENCE S00°24'42"E, along the said West 55.00 foot Right-of-Way, a distance of 1245.79 feet;
THENCE S44°35'18"W, a distance of 28.28 feet;
THENCE S89°34'57"W, a distance of 627.17 feet;
THENCE N45°12'20"W, a distance of 28.18 feet;
THENCE N00°00'22"E, a distance of 0.64 feet;
THENCE N89°59'38"W, a distance of 629.79 feet;
THENCE N00°00'22"E, a distance of 45.07 feet;
THENCE West, a distance of 1301.15 feet to a point on the East-West mid-section line;

THENCE N00°25'43"E, along the East-West mid-section line, a distance of 393.11 feet;
THENCE S89°34'17"E, a distance of 249.43 feet to a point of curvature of a curve to the right with a Delta of 33°54'04" and a Radius of 50.00 feet;
THENCE along said curve, a distance of 29.58 feet to a point of curvature of a curve to the left with a Delta of 33°54'04" and a Radius of 50.00 feet;
THENCE along said curve, a distance of 29.58 feet;
THENCE N89°45'45"E, a distance of 95.89 feet;
THENCE N00°25'43"E, to a point on the North-South mid-section line, a distance of 880.90 feet;
THENCE N89°45'45"E, along the North-South mid-section line, a distance of 2157.89 feet to the TRUE POINT OF BEGINNING.

Said parcel is hereby rezoned from P.A.D. to P.A.D. subject to the conditions set forth as follows:

1. The uses in the commercial parcel shall be limited to industrial related business and personal services; the uses in the office area shall be restricted to industrial related offices; the uses along the south side of Galveston shall be limited to light industrial such as but not limited to offices and research and development.

2. Buildings along Galveston shall be set back a minimum of 50 feet except any building or portion of a building not exceeding 18 feet in height may encroach into the 50 foot setback by 20 feet resulting in a minimum setback of 30 feet. Special attention (landscaping, screening, buffering) shall be paid to the interface and transition to the multifamily to the north at the time of Preliminary Development Plan.

3. All development shall be in accordance with the City's development standards at the time of development.

4. Development shall be in accordance with the City's Environmental Design Criteria for Industrial Parks entitled "Exhibit D."

5. Development shall be in substantial conformance with Exhibit A, Photographic Quality Exhibit Booklet, and Exhibit B, Chandler Corporate Center Conceptual Master Plan.

6. The construction of Galveston Street adjacent to the property shall commence within 120 days upon the order of the Public Works Director and said order shall not be issued before August 1, 1989.

(Z88-018 Chandler Corporate Center)

NOTE: All above referenced exhibits are on file in the Department of Planning & Development.

SECTION 2. Except where provided, nothing contained herein shall be construed to be an abridgment of any other ordinance of the City of Chandler.

SECTION 3. The Department of Planning and Development of the City of Chandler is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of said Zoning Code in compliance with this ordinance.

INTRODUCED AND TENTATIVELY APPROVED by the City Council this 28th day of April, 1988.

ATTEST:

Carolyn Dunn
DEPUTY CITY CLERK

MAYOR

PASSED AND ADOPTED by the City Council this 12th day of May, 1988.

ATTEST:

Carolyn Dunn
DEPUTY CITY CLERK

MAYOR

C E R T I F I C A T I O N

I HEREBY CERTIFY that the above and foregoing Ordinance No. 1968 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 12th day of May, 1988, and that a quorum was present thereat.

Carolyn Duran
DEPUTY CITY CLERK

APPROVED AS TO FORM:

Maureen R. Scorza
CITY ATTORNEY

PUBLISHED: May 20 & 27, 1988

#18

DEC 15 2005

CHANDLER CORPORATE CENTER

PRELIMINARY DEVELOPMENT PLAN AND MASTER DESIGN GUIDELINES

PHArchitecture
Patrick Hayes Architecture

RRS & Company

LGE DESIGN BUILD

FILE COPY
CASE #: PDP05-0009
PLANNER: Kim Clark
APPROVED BY COUNCIL: 12/15/05

November 3, 2005

TODD

Index

I. INTRODUCTION

II. MASTER PLAN VIEWS

III. USES & REGULATIONS

IV. INTENSITY & LOT USE

V. ARCHITECTURAL & LANDSCAPE DESIGN STANDARDS

VI. SITE STANDARDS

VII. PARKING

VIII. SITE LIGHTING

IX. SIGNAGE

X. MEDISERVE PDP

XI. OFFICE CONDO PDP

XII. INDUSTRIAL/WAREHOUSE PDP

XIII. FLEX OFFICE PDP

Introduction

The property is approximately 100 acres located at the northwest corner of McClintock Drive and Chandler Boulevard in the City of Chandler ("Property"). This is to request approval of a Preliminary Development Plan (PDP) on the approximate 75 acre portion of the property north and west of the existing Juniper Drive and Erie Street alignment. PDP(s) for the remaining approximate 25 acres will be submitted at a later date.

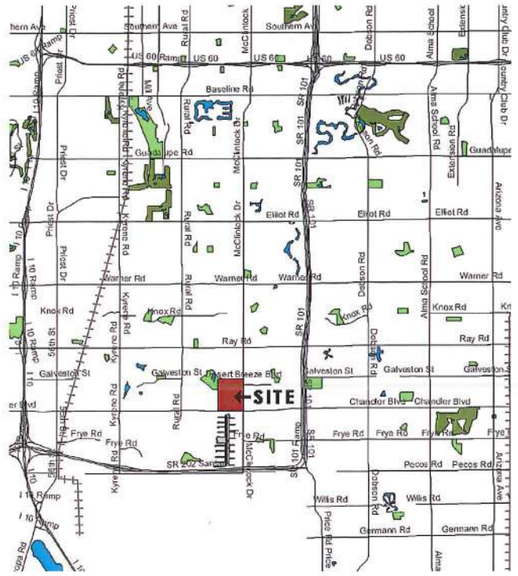
This PDP will establish the site plan, development standards and development guidelines for the property. The site plan(s) contained herein are conceptual only; the development shall be in conformance with the development intensity chart on page 7. The building elevations contained herein are typical office and typical employment/industrial buildings and are intended to establish a level of quality and guidelines for future review of building plans by City Staff.

The zoning for the property approved in Case No. Z-88-018, and as set forth in Ordinance No. 1968, is now vested and final. The PDP submitted with this application is in substantial conformance with the stipulations set forth in Ordinance No. 1968.

This PDP is enhanced and superior to the current PDP on this property approved by the City Council on December 14, 2000. This PDP has less square footage and will therefore generate less traffic. In addition, the general sizes of the building footprints have been reduced in this PDP. The two-story building at the SWC of Desert Breeze Boulevard and McClintock Drive has been eliminated and replaced with a two-story office building at the far west portion of the property, adjacent to the park. All of the other buildings on the south frontage of Desert Breeze Boulevard (directly south of the existing single-family subdivision) will now be limited to one-story. Finally, all of the key elements of the current PDP have been retained and/or enhanced: (i) There is no vehicular access to Desert Breeze Boulevard; (ii) the 50' wide landscape setback along the south side of Desert Breeze Boulevard will be dedicated to the City as a lineal park to provide a connection between McClintock Drive and Desert Breeze Park; (iii) entry way features shall be maintained and/or expanded upon, and (iv) landscape areas are designed and distributed throughout the property to provide a corporate setting and unified theme.

The intent of this document is to set forth and establish a Preliminary Development Plan (PDP) and development guidelines. Plans for individual buildings within the project shall be reviewed and approved administratively by staff.

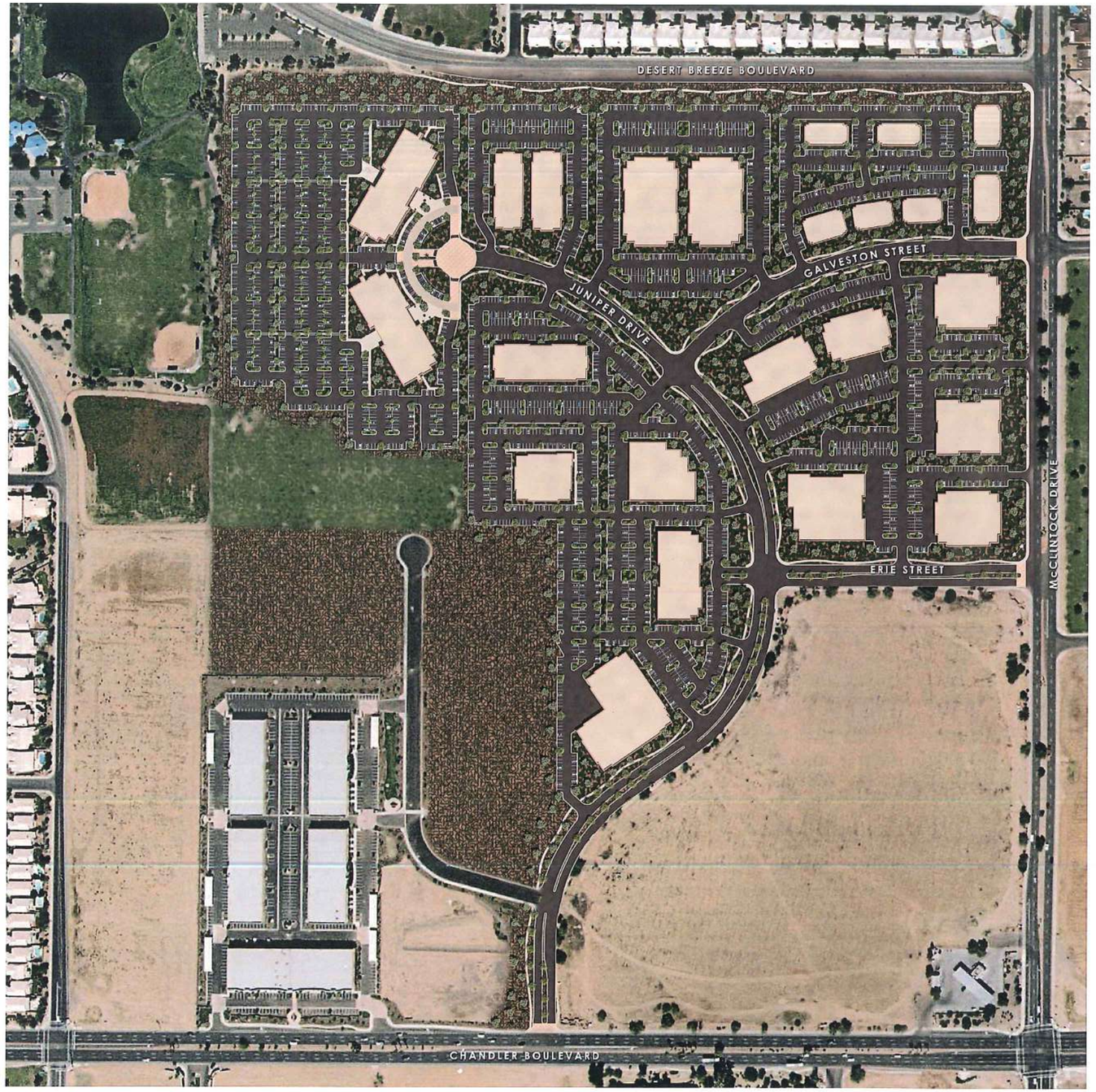
It is anticipated that the first phase will include a Class A office building for MediServe Information Systems. MediServe has been a pioneer in clinical information systems for key departments of healthcare organizations since 1985 – creating solutions that provide both clinical and business impact for ancillary departments. The MediServe office building will set a standard for future development.



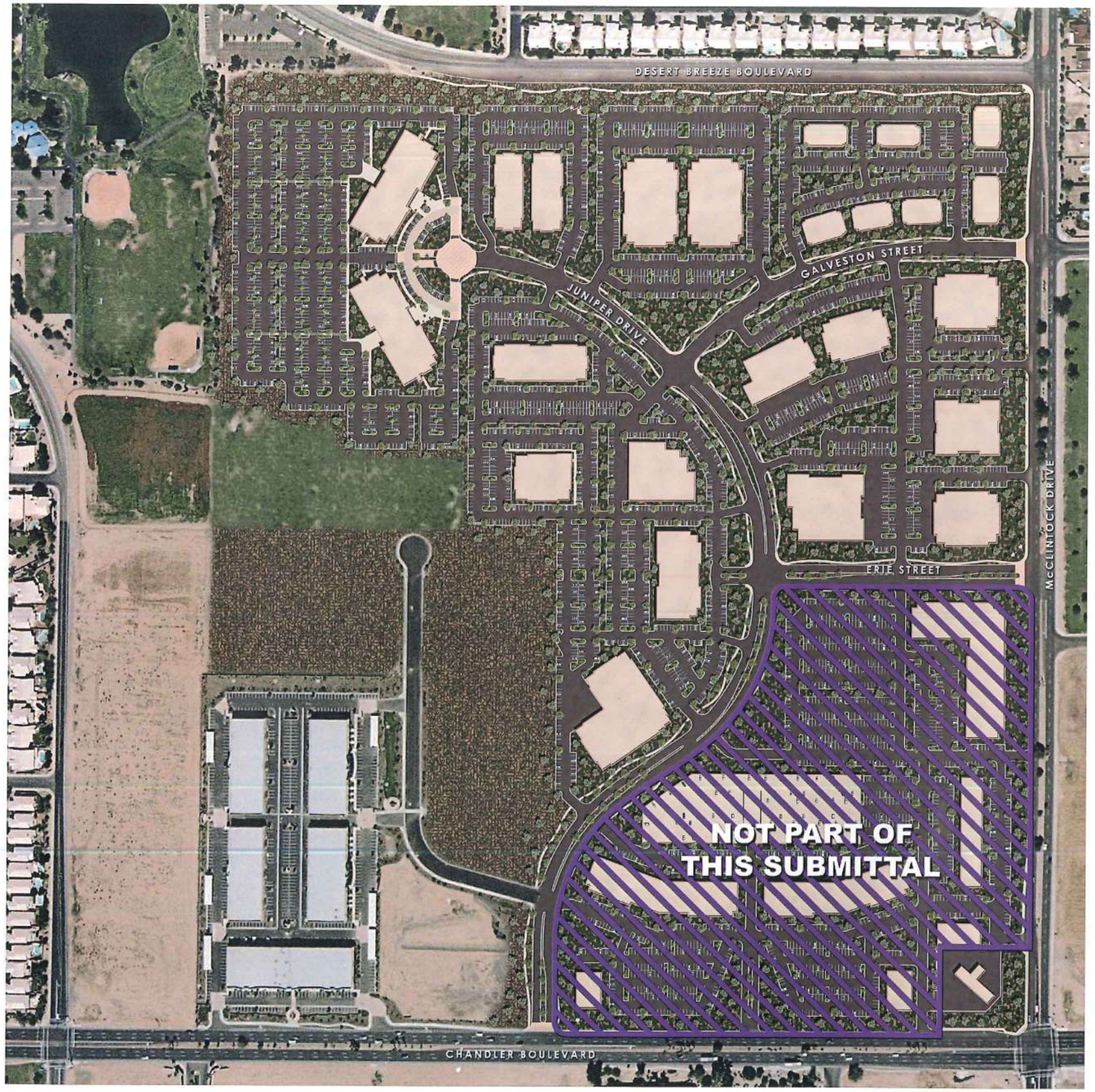
Vicinity Map

Context Plan

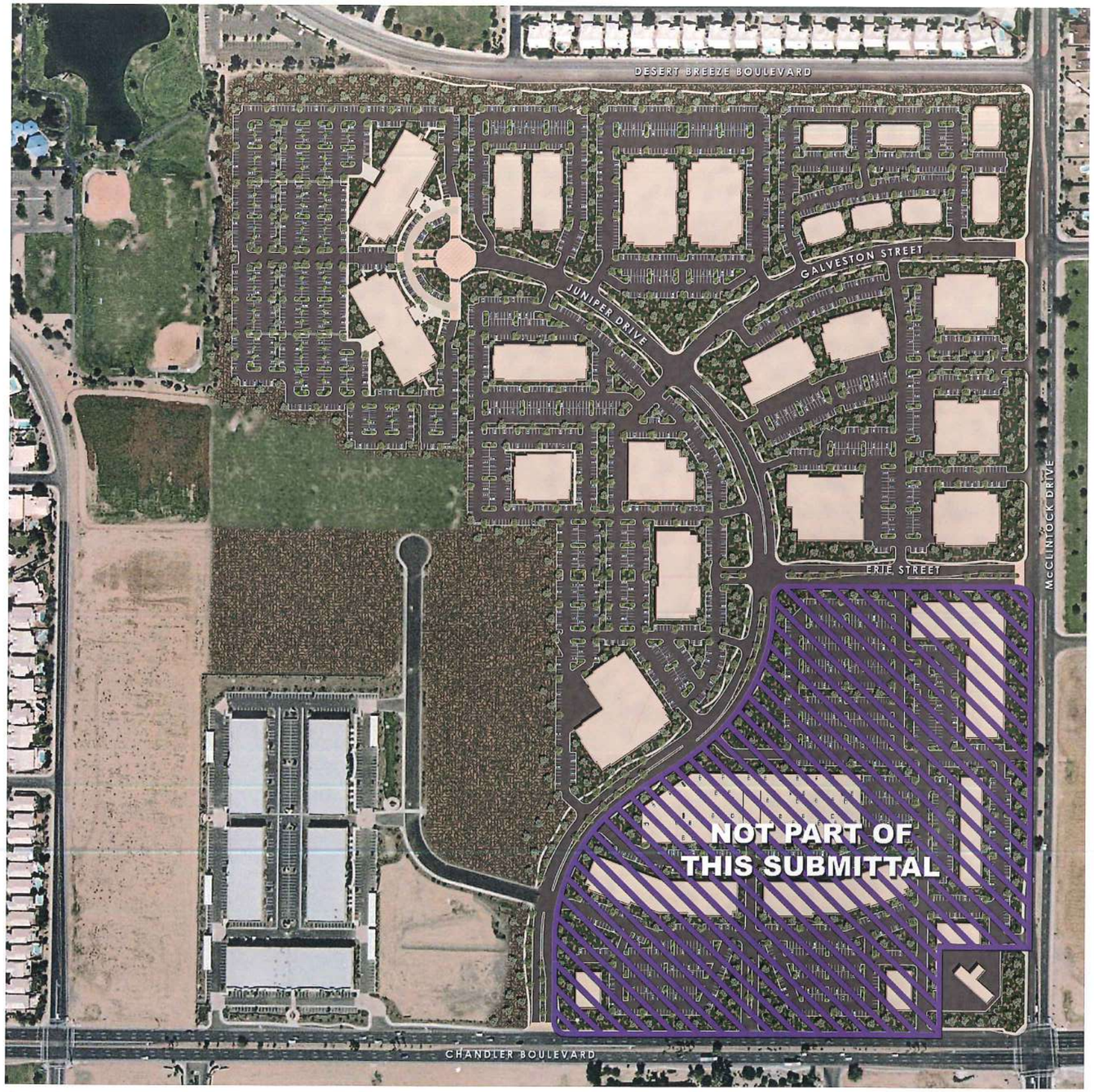
Proposed PDP Master Plan
(Current Owner for this submittal)



Proposed PDP Master Plan



Proposed PDP Master Plan



Aerial View

Aerial View

Conceptual Phase 1 Plan

N

NORTH

CONCEPTUAL PHASING PLAN

Phasing Plan

SCALE: 1" = 150'-0"

75' 300'

0' 150' 600'

CHANDLER CORPORATE CENTER

PHArchitecture
Patrick Hayes Architecture

RRS & Company

LGE DESIGN BUILD

Uses & Regulations

PERMITTED USES

1. Industrial/office/warehouse (Limited)
Any light industrial uses such as, but not limited to, office and research and development.

2. Industrial/Office/Warehouse (General)
Any use or similar use indicated by an "X" under the I-1 District on the "Table of Permitted Uses for Non-Residential Districts" [Article XXI of the Chandler Zoning Ordinance] and/or general offices shall be permitted.

3. Office
Industrial related offices (including general office uses).

4. Commercial
Industrial related businesses and personal services (including offices and uses further clarified by the City correspondence dated April 15, 1986 see in exhibit section).

DEVELOPMENT STANDARDS

All development must conform to the standards set forth in the I-1 District of the Chandler Zoning Ordinances or the standards set forth in this section, whichever is more restrictive.

HEIGHT AND AREA REGULATIONS

A. Heights
No building shall exceed thirty (30) feet in height at a thirty (30) foot front building setback line, except a building may exceed such height provided that at no point it projects above a line sloping inward and upward at a forty-five degree(45) angle commencing at the public R.O.W., except as limited by the Development Standards Chart.

B. Setbacks

1. Front Yard
Buildings shall be set back at least fifty (50) feet from the right-of-way line along arterial streets (Chandler Blvd., McClintock Dr., and Desert Breeze Blvd.); and at least thirty (30) feet from the right-of-way line along all other streets. (Future right-of-way dedications for decel lanes, bus bays, etc., shall be allowed to encroach on the required setbacks.)

2. Side Yard
A minimum side yard of twelve (12) feet shall be required on one side of any lot or parcel not having rear or alley access. On multi-building projects with on-site drives suitable for fire lanes, the required side yard setbacks may be waived upon approval of the site development plan by the planning director and the fire chief. In all instances, a minimum fifty (50) foot side yard setback shall be required for industrial development when abutting residentially zoned property. (Ord. No. 1518, II, 8-1-85, Supp. No. 29, 2-26-87)

3. Rear Yard
Fifty (50) feet when abutting or adjacent to residential zoned property. No rear yard is required when a minimum six (6) foot masonry wall and/or building wall is constructed along the rear property line and provided also no access or servicing is permitted to the rear of the property. A rear yard of twenty-five (25) feet is required in all other instances.

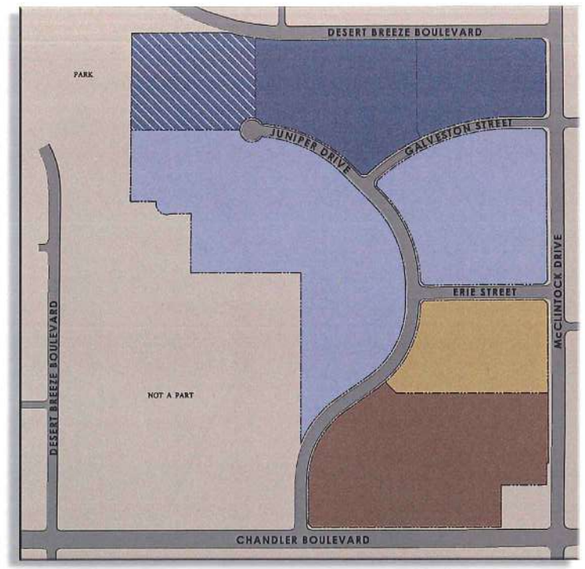
DEFINITIONS AND TERMS

Common Access Easement – An easement contained on the Subdivision Plat which provides for common ingress and egress over two adjacent lots.

Lot Coverage – The percent total derived by dividing the net building "footprint" into the net site area.

Ordinance – City of Chandler's Zoning Ordinance in place at the time of the City Council's approval of this Preliminary Development Plan.

PRELIMINARY DEVELOPMENT PLAN - LAND USE MAP



ZONING	BLDG HGTS/ # STORIES	BUILDING SETBACKS	MAX. LOT COVERAGE**
INDUSTRIAL/OFFICE/WAREHOUSE (LIMITED)	30'/1 STORY	STREET 30'* SIDE 12' REAR 30'	35%
INDUSTRIAL/OFFICE/WAREHOUSE (LIMITED)	35'/2 STORIES		35%
INDUSTRIAL/OFFICE/WAREHOUSE (GENERAL)	35'/2 STORIES	STREET 30'* SIDE 12' REAR 25'	40%
OFFICE	45'/3 STORIES	STREET 30'* SIDE 12' REAR 25'	35%
COMMERCIAL	45'/3 STORIES	STREET 30'* SIDE 12' REAR 25'	35%

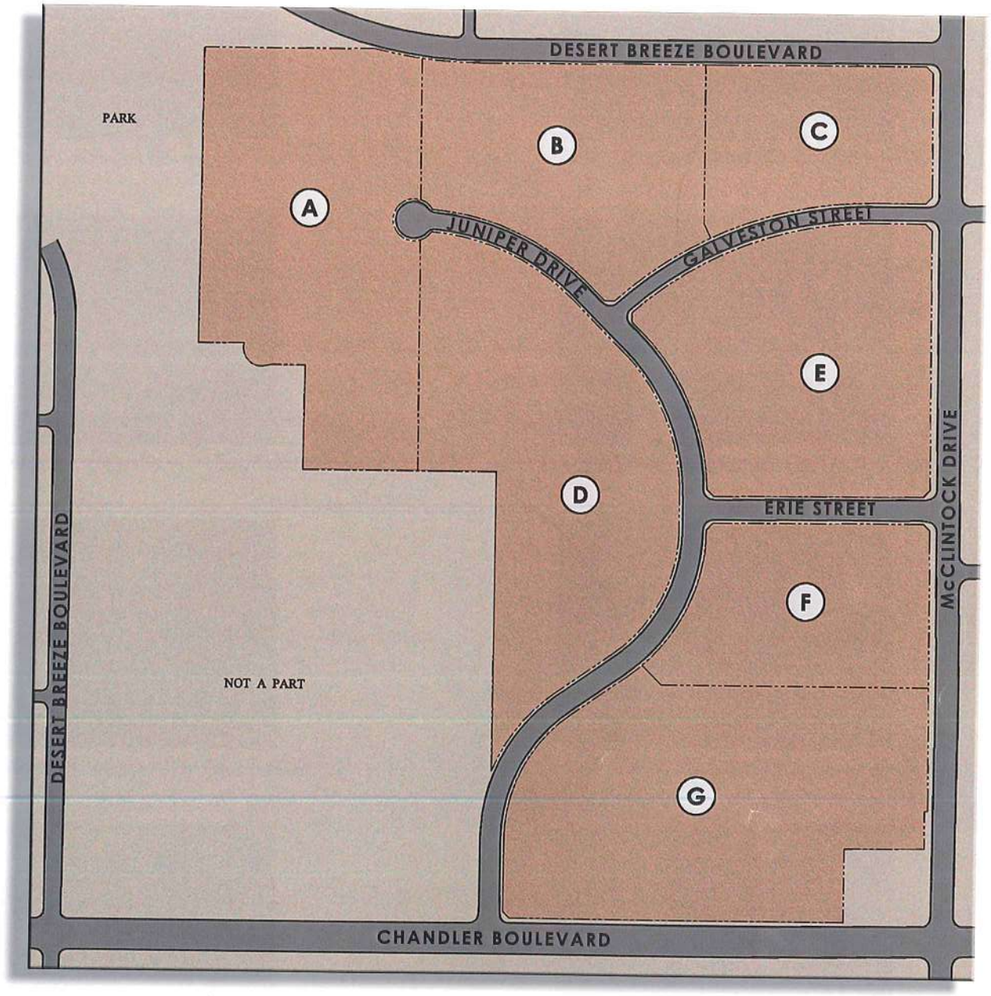
*50' setback along arterial streets
**Exclusive of parking structures and canopies

Intensity & Lot Use

No building(s) shall occupy more than forty(40) percent of the lot area, exclusive of parking structures and canopies. (Per Ord. No. 1513, §II, 8-1-85, Supp. No. 29, 2-26-87), except as limited by the Development Standards Chart.

DEVELOPMENT SITE PLAN AND INTENSITY OF LOT USE CHART

	MINIMUM NUMBER OF BUILDINGS	MAXIMUM BUILDING FOOTPRINT	TOTAL MAXIMUM S.F.
PARCEL A	2	80,000 S.F.	175,000 S.F.
PARCEL B	3	72,000 S.F.	120,000 S.F.
PARCEL C	2	35,000 S.F.	75,000 S.F.
PARCEL D	3	75,000 S.F.	240,000 S.F.
PARCEL E	3	85,000 S.F.	190,000 S.F.
PARCEL F	1	90,000 S.F.	130,000 S.F.
PARCEL G OFFICE/INDUSTRIAL RETAIL	2 2	100,000 S.F. 25,000 S.F.	300,000 S.F. 50,000 S.F.



Architectural Design Standards

It is the intent of the Guidelines to cause the creation of an attractive, high quality development incorporating a variety of architectural styles, but with emphasis on a business park environment appearance.

APPROVED MATERIALS

- Common clay brick
- Architectural metal (e.g., Alucobond™)
- Poured in place, tilt-up or precast concrete provided that surfaces must be painted or have exposed aggregate finish (color and texture of exposed aggregate must be approved).
- Stucco or "dryvit" type systems provided that finishes must be smooth or sand finish.
- Integrally colored concrete block, smooth face and/or split-face units.
- Granite, marble or other natural stone.
- Ceramic tile.
- Sloped roofs may be flat concrete tile or architectural metal.

APPROVED COLOR PALETTE

Colors and like materials should be used to create visual harmony within Chandler Corporate Center.

Approved colors include:

- Desert hues and other "earth tones" including light brown, cream, tan, warm grays, brick-tones.
- Muted shades of blue, mauve, lavender.
- Off-white
- Colors appearing in natural stone utilized in buildings.

PROHIBITED MATERIALS AND COLOR PALETTES

Materials and colors not permitted include:

- Wood, except for very limited amounts of trim
- Corrugated metal and pre-engineered metal-sided buildings
- Bright colors such as orange, red, blue, green, yellow, purple, and similar colors, except for accenting purposes.
- Spanish or mission-type barrel roof tile.

BLOCK SAMPLES

Acme Block - Apache Brown (Or Equivalent)

Acme Block - Pewter (Or Equivalent)

Acme Block - Granite (Or Equivalent)

Acme Block - Copperstone (Or Equivalent)

Acme Block - Charcoal (Or Equivalent)

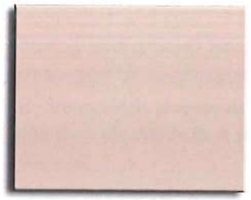
Acme Block - Lonestar (Or Equivalent)

Acme Block - Terra Cotta (Or Equivalent)

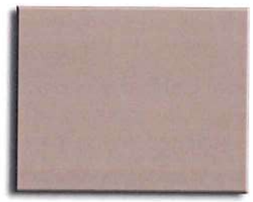
Acme Block - Saddle Tan (Or Equivalent)

Color Samples

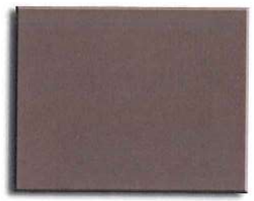
COLOR PALETTE 1



FRAZEE PAINT
DESERT TUMBLEWEED
8723M



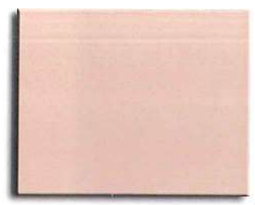
FRAZEE PAINT
SLIVERED BARK
8314M



FRAZEE PAINT
RAVENWOOD
8315D

FRAZEE PAINT
MANGANESE
8826N

COLOR PALETTE 2



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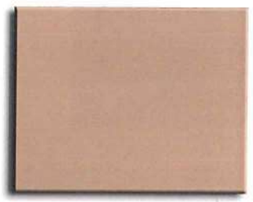
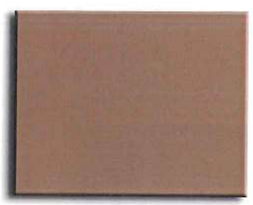
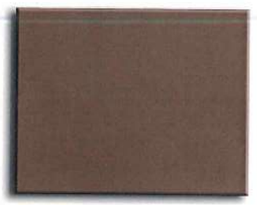
NORTHERN PLAINS
8242W



FRAZEE PAINT
COPPER SPRINGS
8244D

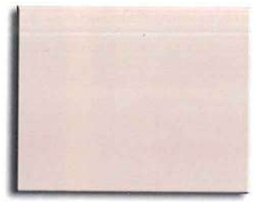


FRAZEE PAINT
OCHRE RUST
8245A

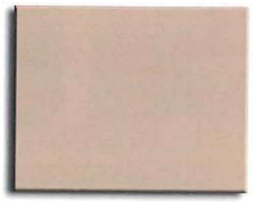


FRAZEE PAINT
SWEET EARTH
8256N

COLOR PALETTE 3



FRAZEE PAINT
STAGHORN
8731W



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DAPLIN
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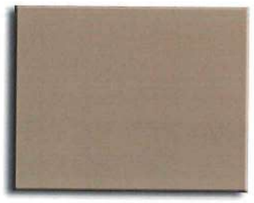
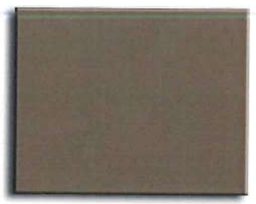
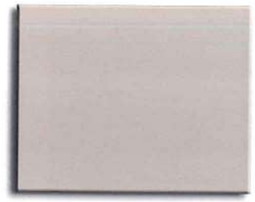


FRAZEE PAINT
AUTUMN WHEAT
8225D



FRAZEE PAINT
OCTOBER OAK
8226N

COLOR PALETTE 4



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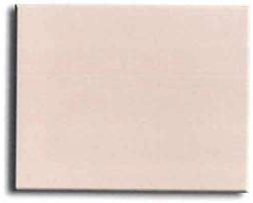
8693M



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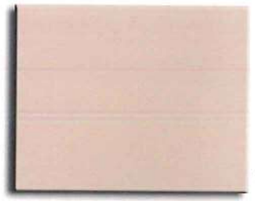
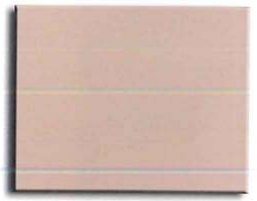
8231W



FRAZEE PAINT
LULLED BEIGE
8232W



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CRISP KHAKI
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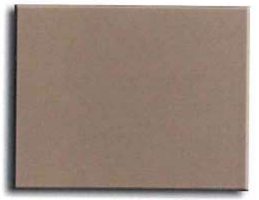


FRAZEE PAINT
BRUSH BOX
8235D

BUILDING DETAILS

- Building details should reflect contemporary order of architecture.
- Building entries should be recessed and defined with special architectural features such as canopies, upgraded and special architectural treatments. Paving and ground treatment should be articulated and upgraded with special complimentary materials.
- Building walls should extend beyond the footprint with site wall elements that visually anchor the building to the site.
- Deep recesses or architectural treatment should be incorporated into exterior walls to articulate the facade.
- Building mass and scale should be sensitive to sit context and the desert environment and unify the project.
- Expansive building masses should be avoided. The architectural concept should be maintained in the architectural appointments and details.
- Pedestrian access should be integrated into the site and landscape.
- Architectural elements should complement the building aesthetics.
- A sense of arrival should enhance the project.

2-STORY BUILDING ENTRY DETAILS

1-STORY BUILDING ENTRY DETAILS

SITE DEVELOPMENT

- The building should be visually integrated with the site and its context by utilizing form, materials and colors that harmonize with the site and surrounding environment.
- A balance should be created between the building and its open space. Buildings should establish a hierarchy of spatial definition.
- Buildings should be planned with respect to solar orientation and views, employing a geometry sympathetic to its site and surroundings.

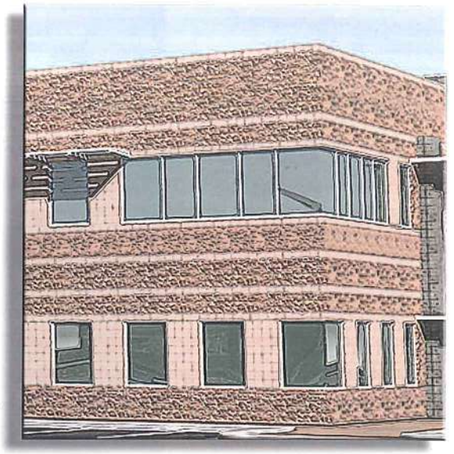
MASS AND SCALE

- Buildings should be clean, orderly and of a timeless expression, reflection the human scale. Buildings should be sensitive to the streetscape and adjacent developments.
- Building height, parking and open space shall comply with the City of Chandler Zoning Ordinance, or with the specific stipulations contained within individual zoning cases for each parcel or project.
- Building mass and form should create an orderly sense and be sensitive to surrounding forms.
- Rooftop equipment screening should integrate into the building mass and form, and should be constructed of similar or complementary materials.

MATERIALS

- Exterior materials should be of a high quality and reflect their Sonoran Desert setting. They should possess properties which age and weather with dignity, enhancing the aesthetic quality of the building.
- Materials should include natural stone, precast concrete, brick, colored and/or textured concrete masonry units or smooth or sand finish stucco. If the use of stucco is employed, a wainscot of a higher quality material should be incorporated for aesthetics and durability.
- Building elevations should be designed with all building elevations reflecting a similar aesthetic. The elevations may vary according to their respective exposure and orientation.
- Colors should reflect the desert environment and complement adjacent development.

2-STORY BUILDING CORNER DETAILS



1-STORY BUILDING CORNER DETAILS

ARCHITECTURAL DESIGN CHARACTER

The images represented on this page are conceptual and for illustrative purposes only.
They are intended to establish the character of the development and a certain level of quality.
Each individual development will establish its own design consistent with these images.

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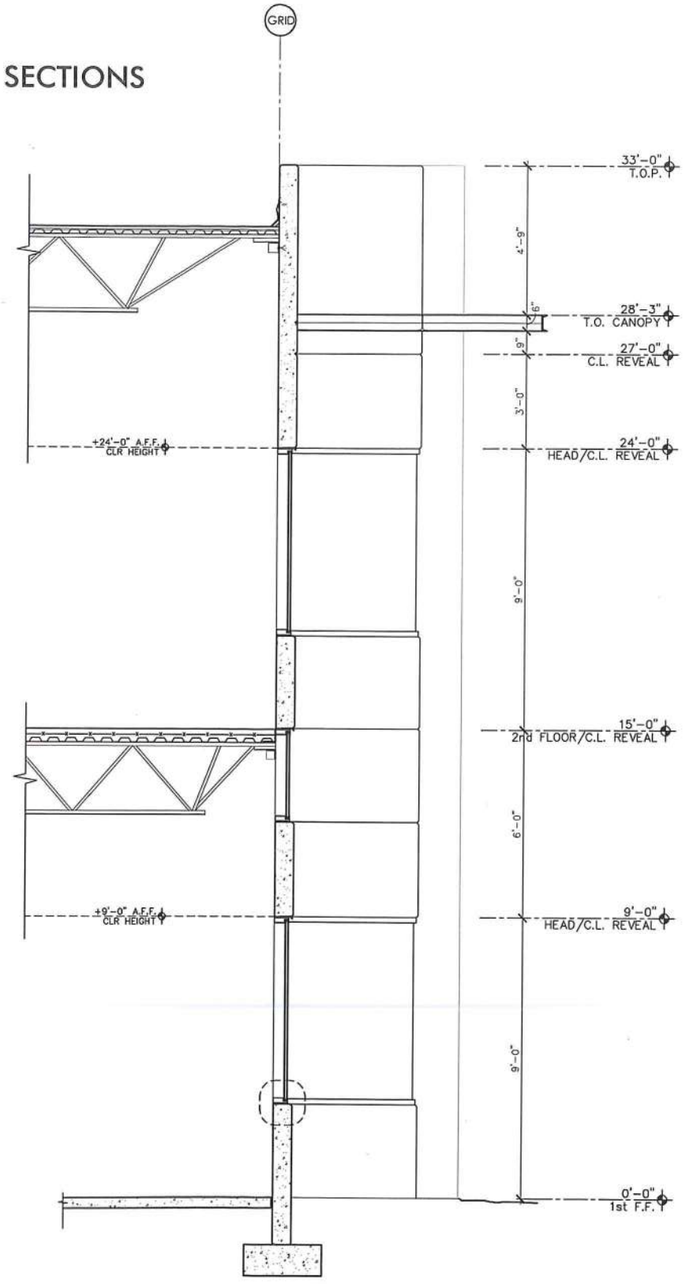
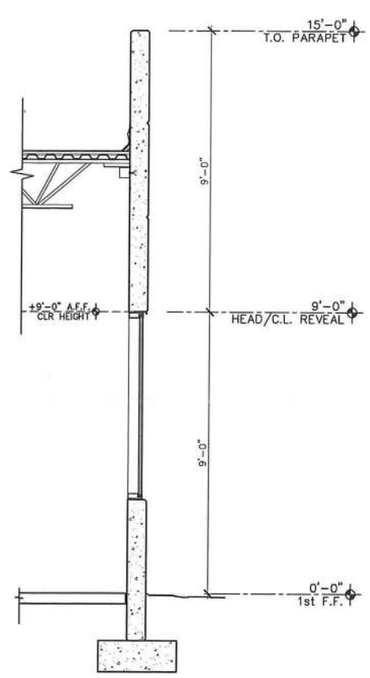
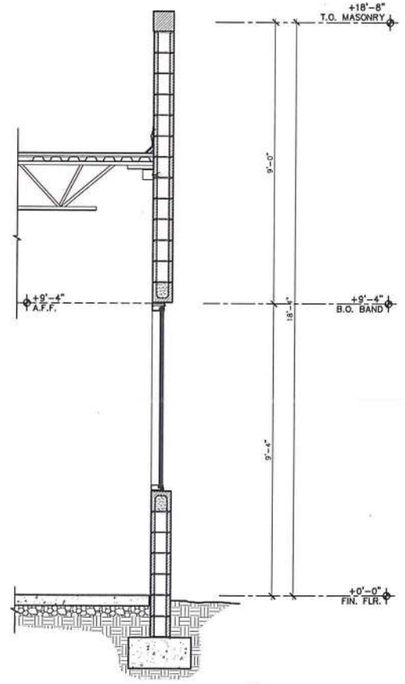
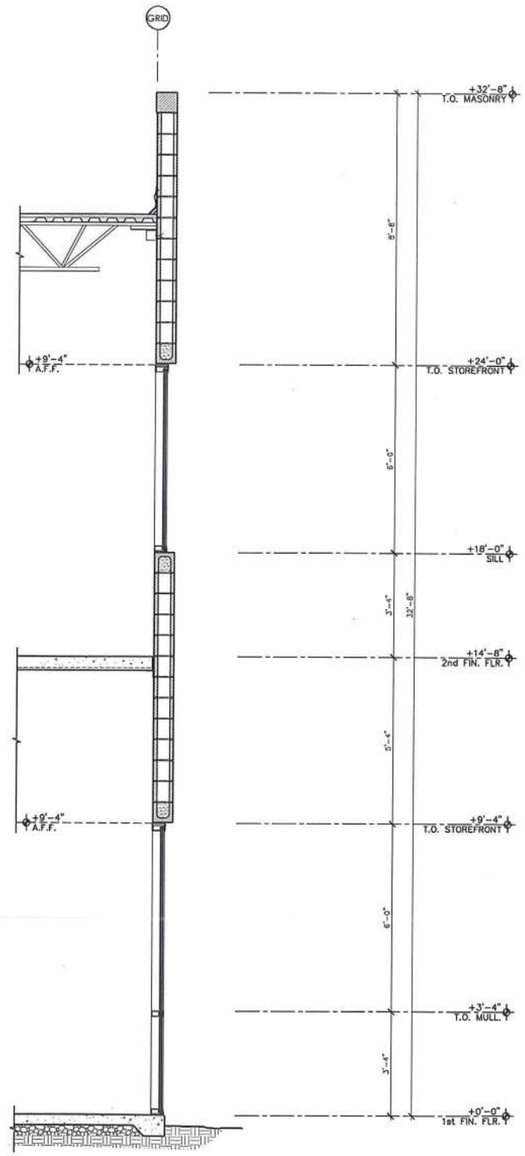
TYPICAL WALL SECTIONS









Landscape Design Standards

OVERVIEW

The Chandler Corporate Center landscape theme is intended to contribute to a continuity of design for this mixed use project.

The interior streetscape theme which is required for properties fronting the arterial streets and interior roads also provides a sense of community through creating a shaded street and sidewalk.

The project shall have a lush desert appearance all year round using drought tolerant plant material combined with minimal use of turf areas. Utilize only those plants on the "Low Water Use Plant List".

Turf shall not exceed 10% of total landscape areas or each individual development.

At a minimum of 3 years growth, no non-turf areas shall have ground areas not covered by shrub and on-ground cover areas that exceed 7 square feet between plant materials.

The use of seasonal color is encouraged at main building areas.

A. APPROVED PLANT SELECTION

The following is a preliminary approved plant list composed of plant materials that have low water requirements. It is the intent of the guidelines to present a consistent selection of plant materials throughout the entire development. Additional plant material may be considered on a case by case basis.

The use of large non-vegetated areas is not permitted. In landscape areas where turf is not used, a minimum of 50% of the total area must be planted with shrubs and vegetative ground covers.

TREES

50% 24" box, 25% 36" Box, 25% 48" Box. All trees between parking areas and back of curb along the street shall be a minimum of 24" box size.

Common Name	Botanical
Sonoran Palo Verde	Cercidium Praecox
Shoestring Acacia	Acacia Stenophylla
Chilean Mesquite	Prosopis Chilensis
Saguaro	Carnegia Gigantea
Willow Acacia	Acacia Salicina
Sweet Acacia	Acacia Smallii
Palo Verde	Cercidium
Ironwood	Oneya Tesota
Mondel Pine	Pinus Elderica
Date Palm	Phoenix Dactylifera
Mexican Fan Palm	Washingtonia Robusta
Feather Acacia	Acacia Berlandieri
Evergreen Elm	Ulmus Parvifolia
Narrow-Leaf Gimlet	Eucalyptus Spathulata

SHRUBS

5 gallon minimum

Common name	Botanical
Bougainvillea	Bougainvillea Sp.
Sage	Leucophyllum Sp.
Cassia	Cassia Sp.
Petite Oleander	Nerium Oleander "Petite Pink"
Bird Of Paradise	Caesalpinia Sp.
Bush Morning Glory	Convovulus Cneorum
Trailing Acacia	g.c. Acacia Redolen "Desert Carpet"
Ruellia	Ruellia Sp.
Desert Spoon	Dasylirion Wheelerii
Green Hop Brush	Dodonaea Viscosa Green Cloud
Texas Sage	Nandina Domestica
Dwarf Heavenly Bamboo	Thevetia Peruviana
Yellow Oleander	Hesperaloe Parviflora
Red Yucca	

INORGANIC MATERIALS

Decomposed Granite –
½" Minus Walker Butte "Red"
6"x6" Concrete Header
Granite Rip Rap, Rip Rap – 1" To 6" Walker Butte "Red"

ACCENTS

5 gallon/1 gallon

Common Name	Botanical
Boulders (Granite)	3'x3'x3' (min.) Surface Select
Desert Spoon	Dasylirion Wheelerii
Red Yucca	Hesperaloe Parviflora
Agave	Agave Sp.
Prickly Pear	Opuntia Sp.
Seasonal Color	Annuals

GROUND COVERS

Plant Material 1 gallon minimum

Common Name	Botanical
Morning Glory	Convovulus Sp.
Trailing Ruellia	Ruellia "Katie"
Lantana	Lantana Sp.
Dwarf Trailing Acacia	Acacia Redolens "New Dwarf"
Centennial Hybrid Broom	Baccharis "Centennial"
Verbena Sp.	Verbena
Sod	Turf Mid-Iron

B. PROHIBITED PLANT LIST

Except as may already exist

Common Name	Botanical
Mulberry	Morus Alba
Cypress	Cupressus (All Species)
Cottonwood	Populus
Arborvitae	Thuja
Olive (Fruitless exempt)	Olea europaea
Sycamore	Platanus
Tamarisk	Tamarix
Eucalyptus	Eucalyptus rudis
Carob Tree	Ceratonia siligua
Pecan	Carya illinoensis
Walnut	Julians
Willow	Salix babylonica
Silk Oak	Grevillea robusta
Tree Of Heaven	Ailanthus altissima
Russian Olive	Elaeagnus angustifolia
Cedar	Cedrus
China-berry Tree	Melia
Siberian Elm	Ulmus pumila
Parkinsonia aculeata	

C. COMMON LANDSCAPE AREAS

A standard landscpe design for such common landscape areas has been adopted, to which all Owners having properties in such common Landscape Areas shall adhere to.

A 60% dominant tree (Palo Brea) and shrub (Rio Bravo Sage) has been selected for the common areas which are to be massed in groups of three (3) or more. Shrub spacing should be sufficient to allowed plants to reach their natural mature size and form.

Front yard/street rights-of-way along twenty foot (20) setback areas must include one (1) tree and six (6) shrubs per thirty (30) lineal feet plus shrub and ground coverage of fifty percent (50%) of area.

Provide intersection landscape setbacks per Section 19022(4)(a) 2, Zoning Code. Intersection setback areas must include 1 tree and 6 shrubs per 800 square feet plus shrub and ground coverage of fifty percent (50%) of area.

Street frontage areas must be graded to natural and pleasing ground forms. A maximum of fifty percent (50%) of street frontage landscape area may be used for storm water retention. Soil excavated for retention basins must be used to create complimentary earth mounds.

No turf is allowed within rights-of-way. Turf permitted as a percent of the total landscape area on site as follows:

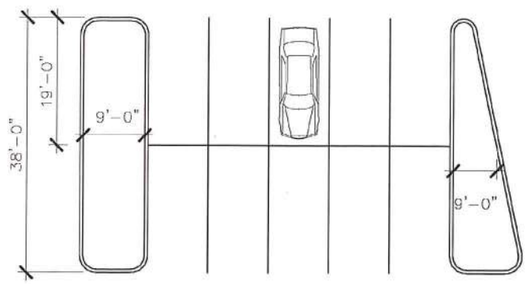
Commercial/Office/Industrial: 10%

Common Open Space/Retention Basins: 40%

PARKING LOT LANDSCAPING

A minimum of ten percent (10%) of the interior surface area of all parking lots shall be landscaped. Landscaping shall be provided within all parking lots in accordance with the following requirements:

- Parking lot landscaping shall consist of parking islands, uniformity distributed throughout the parking area, a minimum of nine (9) feet in width and protected by raised curbs, at a minimum of one (1) planter and two (2) diamond planters every ten (10) spaces for commercial/office use; and one (1) planter and two (2) diamond planters every twenty (20) spaces for industrial use.



- Normal size single-row planter islands (9 x 19 feet) shall contain a minimum of one (1) tree and five (5) shrubs. Trees must be planted in all parking lots. A minimum of one (1) 15-gallon tree and five (5) 5-gallon shrubs for each island.

- Double row planter islands (9 x 38 feet) shall contain a minimum of two (2) trees and ten (10) shrubs.

- Planter islands larger than those described above, as needed to meet the ten percent (10%) landscaping requirement, shall contain one (1) additional shrub per each additional twenty-five (25) square feet of area. Trees shall have a minimum clear canopy distance of five (5) feet.

- Parking lot trees must have a minimum clear canopy distance of five (5) feet.

- Landscaping adjacent to the building, project perimeter and street trees may not be counted as parking lot landscaping.

- A curb or bumper guard at least six inches (6") in height shall be installed so that no part of any vehicle extends into any landscaped setbacks or areas required by Chandler ordinances or beyond a property line.

- A minimum of fifty percent (50%) of the landscaped areas are to be planted with vegetative ground cover. Minimum size and spacing to be (1) 1-gallon size plants at a maximum three (3) feet on center.

SIDEWALKS

Where vehicles extend into or overhang any walkway, a minimum five (5) feet wide sidewalk shall be installed.

BICYCLE PROVISIONS

Provision shall be made for bicycle storage as appropriate to any specific development. Submit details and show location(s) on site plan.

IRRIGATION SYSTEM

All irrigation systems shall be below ground, fully automated systems in compliance with all building code requirements. Use of water conserving systems such as drip irrigation for shrub and tree planting is encouraged.

All backflow control devices are to be located or screened so that they are not visible from public streets or parking lots.

Irrigation systems are to be kept in proper working condition.

Owners shall adjust, repair and clean such systems on a regular basis.

MAINTENANCE OF LANDSCAPING

Common Landscape Areas shall be maintained by the Association.

Site landscape areas shall be maintained by the Owner:

- All plantings shall be maintained in healthy growing condition. Fertilization, cultivation and pruning shall be carried out on a regular basis.

- Dead or dying plants shall be removed and replaced promptly.

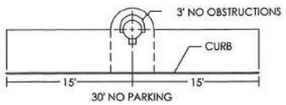
- All plantings are to be irrigated as often as necessary to provide healthy growing conditions.

- All lawns shall be kept neat and mowed to a maximum height of two inches.

CLEARANCE AROUND FIRE HYDRANTS.

A CLEAR SPACE OF 3' SHALL BE MAINTAINED AROUND FIRE HYDRANTS.

CURBS SHALL BE PAINTED BRILLANT RED.



CITY OF CHANDLER LANDSCAPE NOTES:

ALL PLANT MATERIALS AR GUARANTEED FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF FINAL APPROVAL BY THE CITY. ANY PLANT MATERIALS WHICH ARE NOT APPROVED BY THE CITY PRIOR TO OCTOBER 1 OF THE CALENDAR YEAR OF WHICH THEY ARE INSTALLED, SHALL BE FURTHER GUARANTEED UNTIL MAY 20 OF THE FOLLOWING CALENDAR YEAR.

TREES, SHRUBS, GROUND COVER AND TURF WHICH HAVE TO BE REPLACED UNDER TERMS OF THE GUARANTEE. SHALL BE GUARANTEED FOR AN ADDITIONAL 60 DAYS FROM THE DATE OF REPLACEMENT.

ALL PLANT MATERIALS MUST BE MAINTAINED IN HEALTH AND VIGOR AND BE ALLOWED TO ATTAIN NATURAL SIZE AND SHAPE IN ACCORDANCE WITH THE ORIGINALLY APPROVED LANDSCAPE PLAN.

PARKING LOT TREES ARE TO HAVE A MINIMUM CLEAR CANOPY DISTANCE OF FIVE (5) FEET.

THE FINISH GRADE TOP OF GRANITE IS IS TO BE 1 1/2" BELOW THE TOP OF SIDEWALKS OR ANY OTHER PAVED SURFACE.

ALL SITE IMPROVEMENTS, INCLUDING LANDSCAPE AND SITE CLEANUP MUST BE COMPLETED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN A PHASE..

FINISH GRADE OF LANDSCAPE AREAS (TOP OF TURF OR D.G) MUST BE GRADED TO 1-1/2" BELOW CONCRETE OR OTHER PAVED SURFACES.

ALL TREES SHALL COMPLY WITH THE LATEST AMENDED EDITION OF THE 'ARIZONA NURSERY ASSOCIATION-RECOMMENDED TREE SPECIFICATIONS.' SEE SECTION 1903(6) (A) ZONING CODE..

THERE SHALL BE NO OBSTRUCTION OF SITE SIGNAGE BY LANDSCAPE PLANT MATERIAL, AND THAT SUCH MUST BE RELOCATED\CORRECTED BEFORE THE FIELD INSPECTOR WILL ACCEPT\PASS THE SIGN IN THE FIELD OR ISSUE AN CERTIFICATE OF OCCUPANCY FOR A PROJECT

DOUBLE ROW PLANTERS ISLANDS [9' X 38'] MUST CONTAIN A MIN. OF 2 TREES AND 10 [5 GALLON] SHRUBS AND 1 ADDITIONAL SHRUB FOR EVERY 25 FEET

PARKING LOT TREES MUST HAVE A MIN. CLEAR CANOPY DISTANCE OF 5' SEE SECTION [1903 (6) (c) (4) ZONING CODE

TREES MUST BE PLACED MIN. OF 5' FROM SIDEWALKS, PUBLIC ACCESS WAYS SHRUBS MUST BE AT MATURITY, 3' FROM ALL SIDES OF A F.H INDICATES HYDRATE LOCATIONS.

ALL SITE IMPROVEMENTS, INCLUDING LANDSCAPE AND SITE CLEAN UP MUST BE COMPLETED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN A PHASE

ALL LANDSCAPING SHALL BE MAINTAINED BY THE LANDOWNER OR THE LESSOR

I HEREBY CERTIFY THAT NO TREE OR BOULDER IS DESIGNED CLOSER THAN SIX (6) FEET TO THE FACE OF STREET CURB.

REGISTERED LANDSCAPE ARCHITECT DATE

NORTH

LANDSCAPE PLAN

SCALE: 1" = 200'-0"

LANDSCAPE LEGEND

	HEIGHT	WIDTH	CALIPER
CERCIDIUM FLORDIDUM BLUE PALO VERDE 24" BOX	6.0	2.0	0.75
CERCIDIUM PRAECOX PALO BREA 24" BOX	7.0	4.0	1.50
PROSOPIS CHILENSIS CHILEAN MESQUITE (THORNLESS) 24" BOX	8.0	4.0	1.50
ONLEYA TESOTA IRONWOOD 24" BOX	6.0	3.0	1.25
ACAICA STENOPHYLLA SHOESTRING ACACIA 36" BOX	13.0	6.0	2.50
ACAICA STENOPHYLLA SHOESTRING ACACIA 15 GALLON	7.0	2.5	0.75
PROPOSED SALVAGED TREE FROM FUTURE PLANT INVENTORY	VARIES		VARIES
WASHINGTONIA ROBUSTA MEXICAN FAN PALM 20' TRUNK FT (SKINNED)	20.0		

- RUELLIA PENINSUALRIS BAJA RUELLA 5 GALLON
- NERIUM OLENDER 'PETITE PINK' PETITE PINK 5 GALLON
- LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD SAGE' 5 GALLON
- LEUCOPHYLLUM CANDIDUM SILVER CLOUD SAGE 5 GALLON
- LANTANA MONTEVIDENSIS 'GOLD MOUND' 1 GALLON
- LANTANA MONTEVIDENSIS 'TRAILING PURPLE' 1 GALLON
- DALEA GREGGII TRAILING DALEA 1 GALLON
- 1/2" MINUS WALKER BUTTE 'RED' DECOMPOSED GRANITE 2" DEPTH IN ALL LANDSCAPE AREAS
- AGAVE WEBERII AGAVE 5 GALLON
- HESPERALOE PARVIFLORA RED YUCCA 5 GALLON
- CAESALPINIA MEXICANA MEXICAN BIRD OF PARADISE 5 GALLON
- ACAICA REDOLENS DESERT CARPET 5 GALLON
- AMBROSIA DELTOIDEA BURSAGE 5 GALLON
- BAILEYA MULTIRADIATA DESERT MARIGOLD 1 GALLON
- ENCELIA FARINOSA BRITTLE BUSH 5 GALLON
- JUSTICIA CALIFORNICA CHUPAROSA 5 GALLON
- LARREA TRIDENTATA CREOSOTE BUSH 5 GALLON
- VERBENA RIGIADA SANDPAPER VERBENA 1 GALLON
- YUCCA BACCATA BANANA YUCCA 5 GALLON

T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
1121 East Missouri Ave., Suite 218
Phoenix, Arizona 85014
(E-MAIL) timmcqueen@tjmla.net
(602) 265-0320
FAX 265-6619

LANDSCAPE LEGEND

	HEIGHT	WIDTH	CALIPER
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- CAESALPINIA MEXICANA MEXICAN BIRD OF PARADISE 5 GALLON
- ACAICA REDOLENS DESERT CARPET 5 GALLON
- TURF MID-IRON TURF SOD
- 3'x3'x3' SURFACE SELECT GRANITE BOULDER MINIMUM 2000lbs EACH
- 6" EXTRUDED CURB CONCRETE HEADER SEE DETAIL

NORTH

LANDSCAPE PLAN

SCALE: 1" = 30'-0"

T.J. McQUEEN & ASSOCIATES, INC.
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SITE PLANNING
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(602) 265-0320
FAX 266-6619

Site Standards

SITE GRADING

- Site grading shall provide positive drainage
- No slopes shall be steeper than 4-to-1 unless adequate erosion control is provided. Where space limitations demand, terracing with approved retaining walls shall be utilized.
- The retention areas shall not occupy more than 50% of the on-site street frontage landscape area.
- Where retaining walls are used, they shall be of materials compatible with the building architecture and/or details contained within these guidelines with City Engineer approval.
- Berms, channels, swales, and the like shall be built as an integral part of the grading and paved surface and designed with smooth transitions between changes in slope.
- Grading must provide for retention of all water falling on the site, and for controlled release as allowed in the City Zoning Ordinance.

EQUIPMENT

All roof-mounted equipment and ventilators shall be completely screened as required by the City of Chandler.

Ground-mounted mechanical equipment must be painted to match the screen walls or adjacent wall material/color. No wall-mounted equipment shall be permitted on the front or sides of any such building. Ground-mounted equipment shall be permitted on the front or sides of any such building. Ground-mounted building electrical or mechanical equipment will be allowed only in side or rear yards, and must be screened from view by walls and landscaping. No ground-mounted equipment will be permitted between any street and the respective building setback line.

Storage tanks and process equipment will be allowed only in side or rear yards of lots. Such tanks and equipment must be located where they will not be visible to the public and must be screened by screen walls and/or landscaping. No storage tanks or process equipment shall be located between any street and the respective building setback line. No tanks will be allowed along Desert Breeze. All screen walls shall be of similar material and color to the building.

UTILITY LINES AND ANTENNAE

No antenna larger than three (3) feet in diameter for the transmission or reception of telephone, television, microwave, or radio signals shall be placed on any building or other improvement on any lot within 300 feet of Desert Breeze Blvd. Special attention shall also be given to properly screen any such antenna from Desert Breeze Blvd.

Nothing contained herein shall be deemed to forbid the erection or use of temporary power or telephone facilities incidental to the construction or repair of improvements on any lot.

No cesspool, septic tank, sewage or hazardous waste disposal facility shall be erected or maintained upon a site.

All utility appurtenances within a site, including telephone pedestals, utility meters, transformers and the like shall be screened from view from streets, sidewalks, and adjacent sites (subject to limits imposed by utility company regulations).

EXTERIOR STORAGE AREAS AND SERVICE YARDS

All outdoor storage areas for materials, vehicles, trailers, equipment, trash or other similar items shall be screened by a masonry or concrete wall. This wall shall be a minimum of (6) six-feet in height, but not to exceed (8) eight-feet in height measured from the highest adjacent grade. Ordinance allows 8' max.

All refuse areas, loading, delivery and servicing bays shall be screened from view by a minimum six (6) feet high masonry wall and solid gates. No outdoor storage shall be permitted adjacent to Desert Breeze Blvd. or the Chandler Municipal park or to arterial sheets.

LOADING AND SERVICING AREAS

All loading/unloading and servicing areas shall be designed and maintained to meet the standards set forth in the I-1 District of the City of Chandler Zoning Ordinance.

PROJECT SCREEN WALLS

All on-site screen walls shall be designed and constructed to meet the City of Chandler ordinance requirements.

All screen walls adjacent to the project streets shall be designed and installed to match the project theme wall.

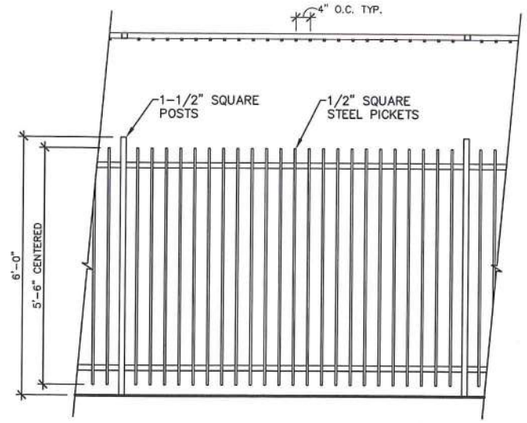
Screen walls along property lines will be installed by the individual lot Owner. Any Owner who builds next to an existing wall will refinish his side of the existing wall to match or complement his building(s) through joint agreement with the adjacent wall Owner.

All detached perimeter screen walls are to match the screen wall drawings at right. These walls are constructed of a multiple colored and banded CMU units.

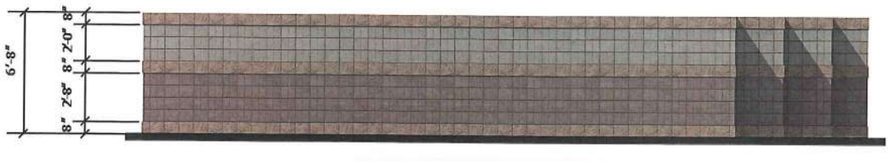
Walls that exceed three (3) feet in height shall extend bottom coursing of block to height required.

Parking lot screen walls are to be measured from elevation of adjacent parking lot or driveway. All entry drives shall have screen wall segments on both sides with minimum lengths of twelve (12) feet with the detail at the drive entrance. Variation required every 80' minimum.

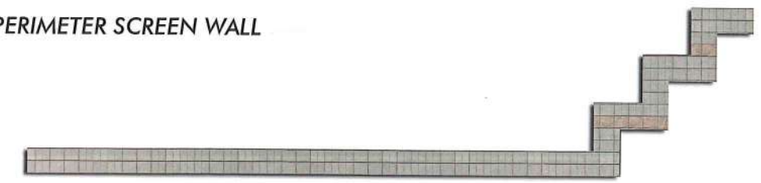
Wall Location Plan



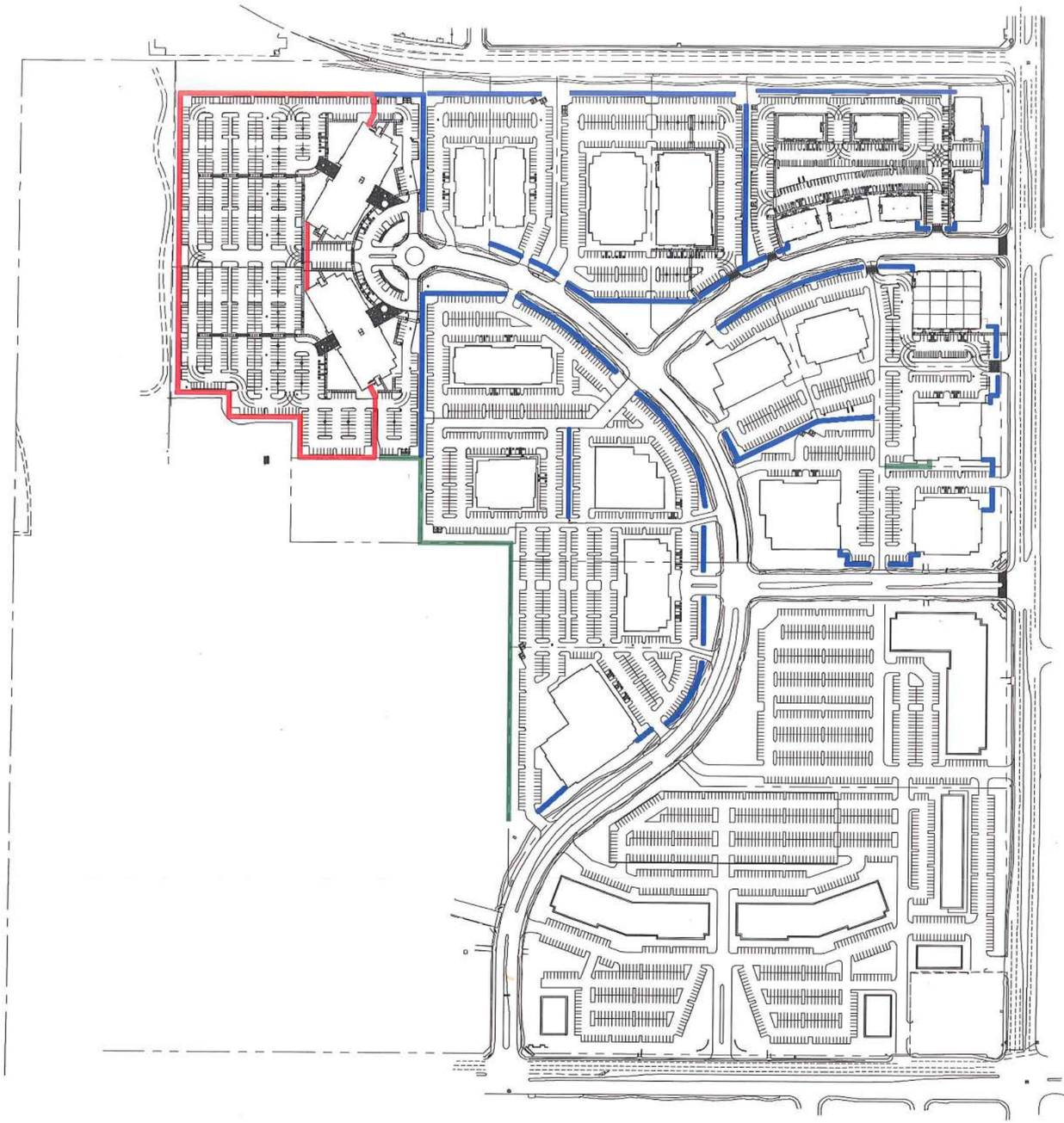
WROUGHT IRON FENCE



PERIMETER SCREEN WALL



PARKING SCREEN WALL

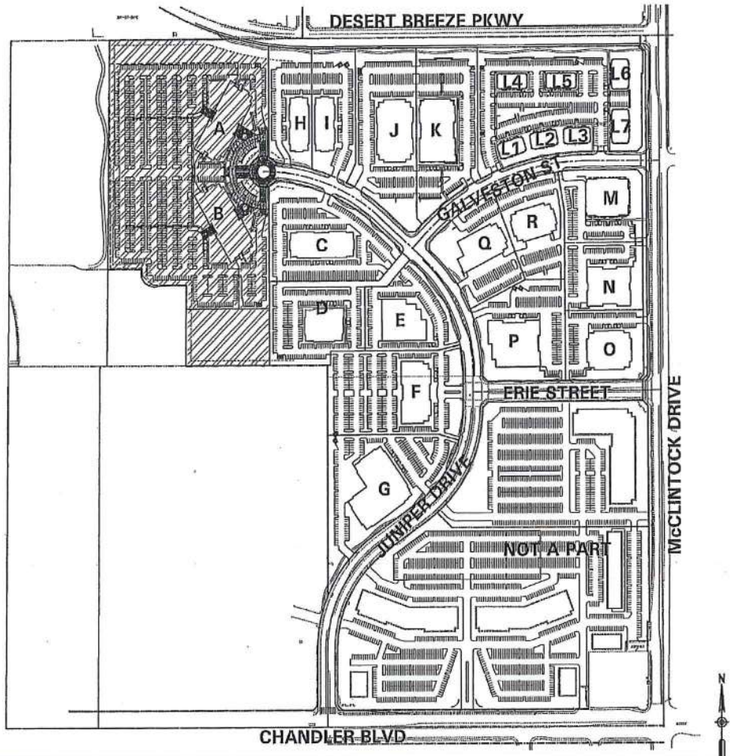


CONCEPTUAL
MASTER GRADING AND DRAINAGE PLAN
FOR
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DRIVE
CHANDLER, ARIZONA

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

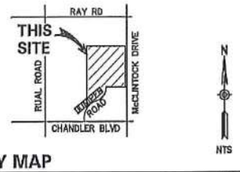
SHEET INDEX

COVER SHEET.....C1
CONCEPT MASTER GRADING AND DRAINAGE PLAN.....C2
CONCEPT MASTER GRADING AND DRAINAGE PLAN.....C3
CONCEPT MASTER UTILITY PLAN.....C4
CONCEPT MASTER UTILITY PLAN.....C5



SITE PLAN

N.T.S.



VICINITY MAP

N.T.S.

DEVELOPER/OWNER

LGE CORPORATION
740 N. 52ND STREET SUITE 200
PHOENIX, ARIZONA 85008
PHONE: (602) 966-4001
FAX: (602) 966-9001
CONTACT: FRANK PETTIT

ARCHITECT

PATRICK HAYES ARCHITECTS
15849 N. 71ST STREET SUITE 200
SCOTTSDALE, ARIZONA 85254
PHONE: (480) 556-9000
FAX: (480) 556-9490
CONTACT: TIM THIELKE

CIVIL ENGINEER

HUNTER ENGINEERING, P.C.
8283 N. HAYDEN ROAD SUITE 275
SCOTTSDALE, ARIZONA 85258
PHONE: (480) 991-3985
FAX: (480) 991-3986
CONTACT: JEFF HUNTER

NO.	DATE	REVISION	BY

PURPOSE:

DESIGN BY: CRW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
CIVIL AND SURVEY
8283 N. HAYDEN RD, SUITE 275
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

Registered Professional Engineer (Civil)
CERTIFICATE NO. 42104
LARRY M. TALBOTT
ARIZONA U.S.A.

COVER SHEET
FOR
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

HE JOB NO.: LGEC040

SCALE N.T.S.

SHEET C1 OF 5

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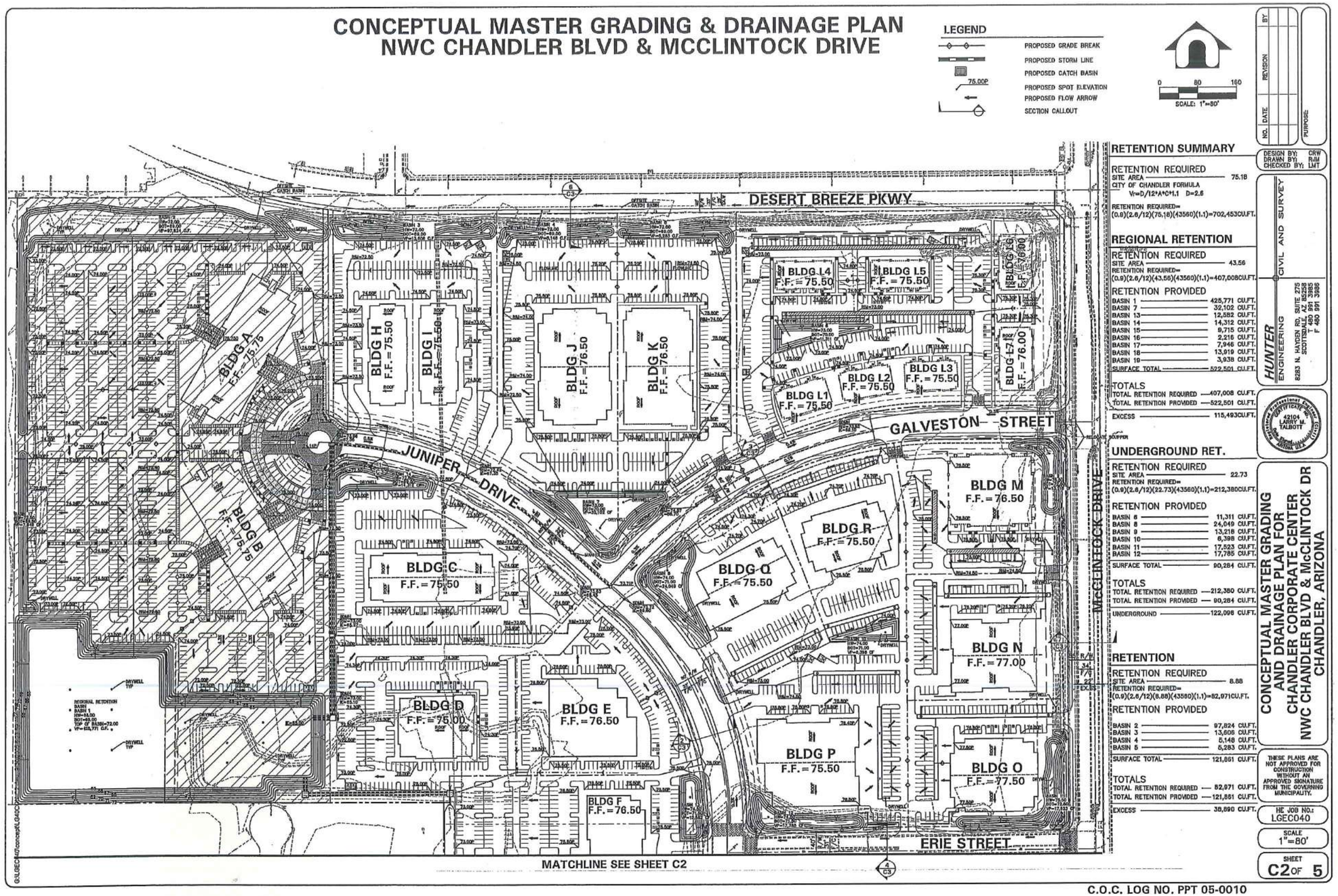
C.O.C. LOG NO. PPT 05-0010

CONCEPTUAL MASTER GRADING & DRAINAGE PLAN
NWC CHANDLER BLVD & MCCLINTOCK DRIVE



RETENTION SUMMARY

RETENTION REQUIRED
SITE AREA — 75.18
CITY OF CHANDLER FORMULA
Vr=D/12*A*C*1.1 D=2.6
RETENTION REQUIRED=
(0.9)(2.6/12)(75.18)(43560)(1.1)=702,453CU.FT.

REGIONAL RETENTION
RETENTION REQUIRED
SITE AREA — 43.56
RETENTION REQUIRED=
(0.9)(2.6/12)(43.56)(43560)(1.1)=407,008CU.FT.

RETENTION PROVIDED

BASIN 1	425,771 CU.FT.
BASIN 7	32,102 CU.FT.
BASIN 13	12,582 CU.FT.
BASIN 14	14,312 CU.FT.
BASIN 15	9,715 CU.FT.
BASIN 16	2,216 CU.FT.
BASIN 17	7,946 CU.FT.
BASIN 18	13,919 CU.FT.
BASIN 19	3,938 CU.FT.
SURFACE TOTAL	522,501 CU.FT.

TOTALS
TOTAL RETENTION REQUIRED — 407,008 CU.FT.
TOTAL RETENTION PROVIDED — 522,501 CU.FT.
EXCESS — 115,493CU.FT.

UNDERGROUND RET.
RETENTION REQUIRED
SITE AREA — 22.73
RETENTION REQUIRED=
(0.9)(2.6/12)(22.73)(43560)(1.1)=212,380CU.FT.

RETENTION PROVIDED

BASIN 6	11,311 CU.FT.
BASIN 8	24,049 CU.FT.
BASIN 9	13,218 CU.FT.
BASIN 10	6,398 CU.FT.
BASIN 11	17,523 CU.FT.
BASIN 12	17,785 CU.FT.
SURFACE TOTAL	90,284 CU.FT.

TOTALS
TOTAL RETENTION REQUIRED — 212,380 CU.FT.
TOTAL RETENTION PROVIDED — 90,284 CU.FT.
UNDERGROUND — 122,096 CU.FT.

RETENTION
RETENTION REQUIRED
SITE AREA — 8.88
RETENTION REQUIRED=
(0.9)(2.6/12)(8.88)(43560)(1.1)=82,971CU.FT.

RETENTION PROVIDED

BASIN 2	97,824 CU.FT.
BASIN 3	13,606 CU.FT.
BASIN 4	5,148 CU.FT.
BASIN 5	5,283 CU.FT.
SURFACE TOTAL	121,861 CU.FT.

TOTALS
TOTAL RETENTION REQUIRED — 82,971 CU.FT.
TOTAL RETENTION PROVIDED — 121,861 CU.FT.
EXCESS — 38,890 CU.FT.

NO. | DATE | REVISION | BY
PURPOSE:

DESIGN BY: CRW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
CIVIL AND SURVEY
8283 N. HAYDEN RD. SUITE 275
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

42104 LARRY W. TALBOTT REGISTERED LAND SURVEYOR CERTIFICATE STATE OF ARIZONA

CONCEPTUAL MASTER GRADING AND DRAINAGE PLAN FOR CHANDLER CORPORATE CENTER NWC CHANDLER BLVD & McCLINTOCK DR CHANDLER, ARIZONA

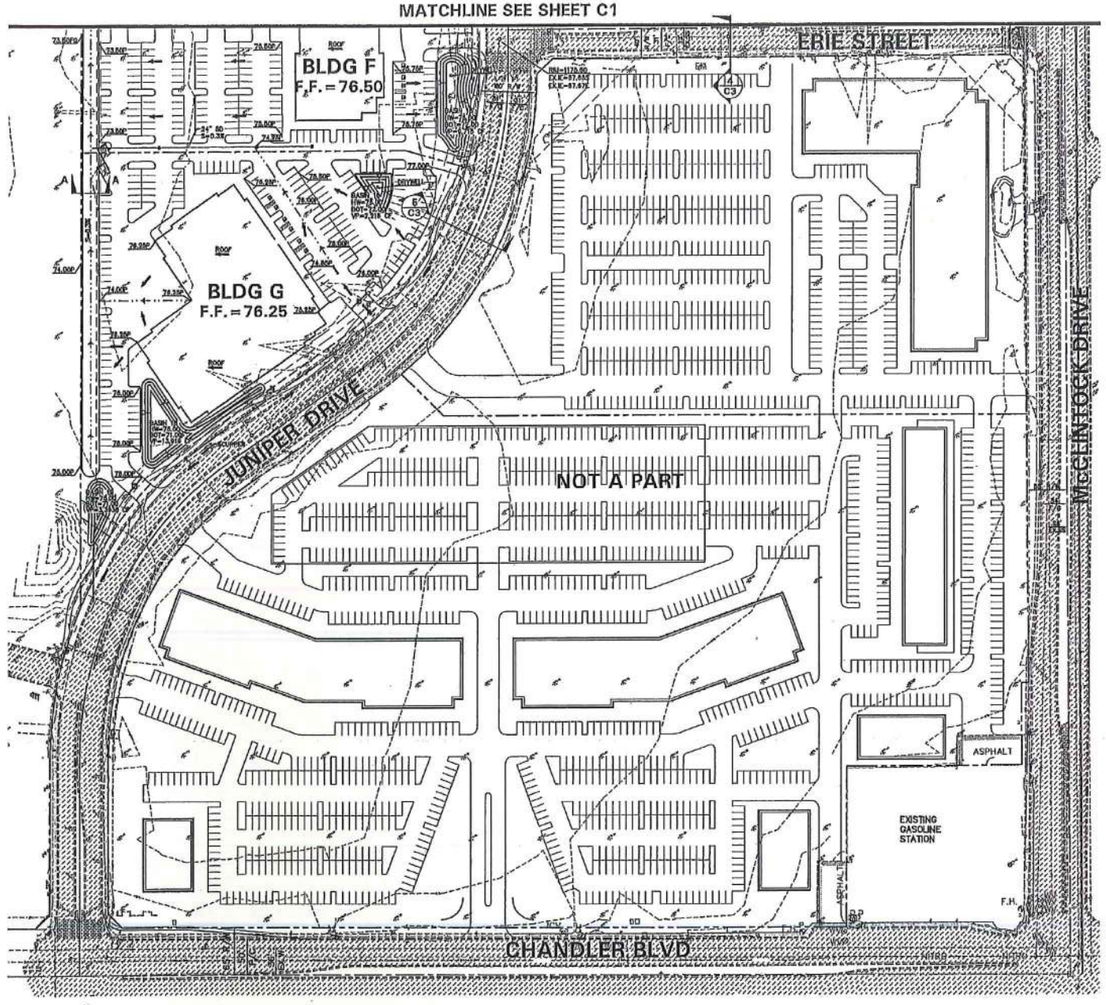
THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

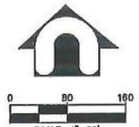
HE JOB NO.: LGEC040
SCALE: 1"=80'
SHEET C2 OF 5

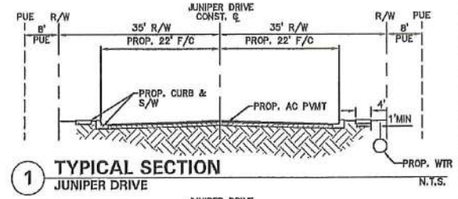
G:\LGEC040\concept\LG40C2.dwg

C.O.C. LOG NO. PPT 05-0010

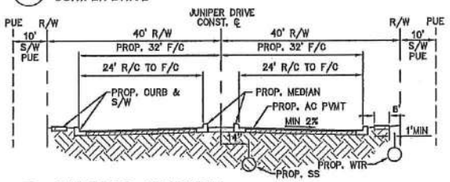
CONCEPTUAL MASTER GRADING & DRAINAGE PLAN
NWC CHANDLER BLVD & MCCLINTOCK DRIVE







1 TYPICAL SECTION
JUNIPER DRIVE
N.T.S.



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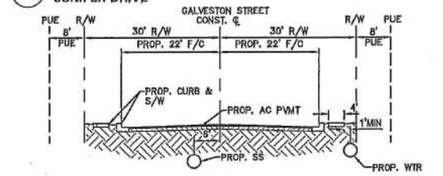

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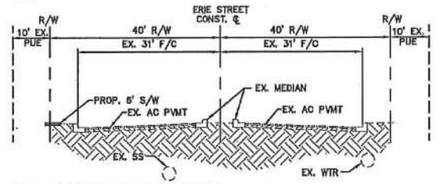
GALVESTON STREET
N.T.S.



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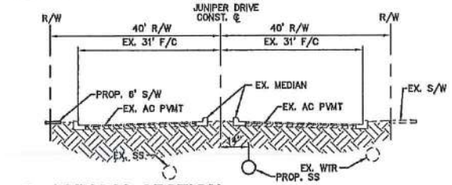
ERIE STREET
N.T.S.



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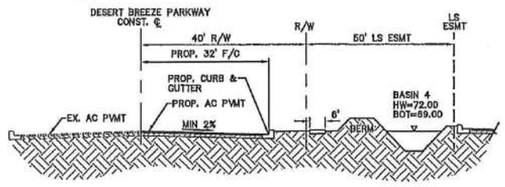
JUNIPER DRIVE
N.T.S.



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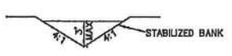
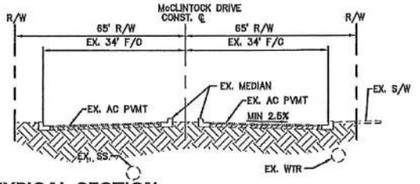
DESERT BREEZE PARKWAY
N.T.S.



A-A DITCH SECTION
N.T.S.



7 TYPICAL SECTION
McCLINTOCK DRIVE
N.T.S.

NO.	DATE	REVISION	BY

PURPOSE:

DESIGN BY: CRW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
CIVIL AND SURVEY
8283 N. HAYDEN RD. SUITE 275
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

CERTIFICATE NO. 42104
LARRY M. TALBOTT
Registered Professional Engineer
STATE OF ARIZONA

CONCEPTUAL MASTER GRADING AND DRAINAGE PLAN FOR CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

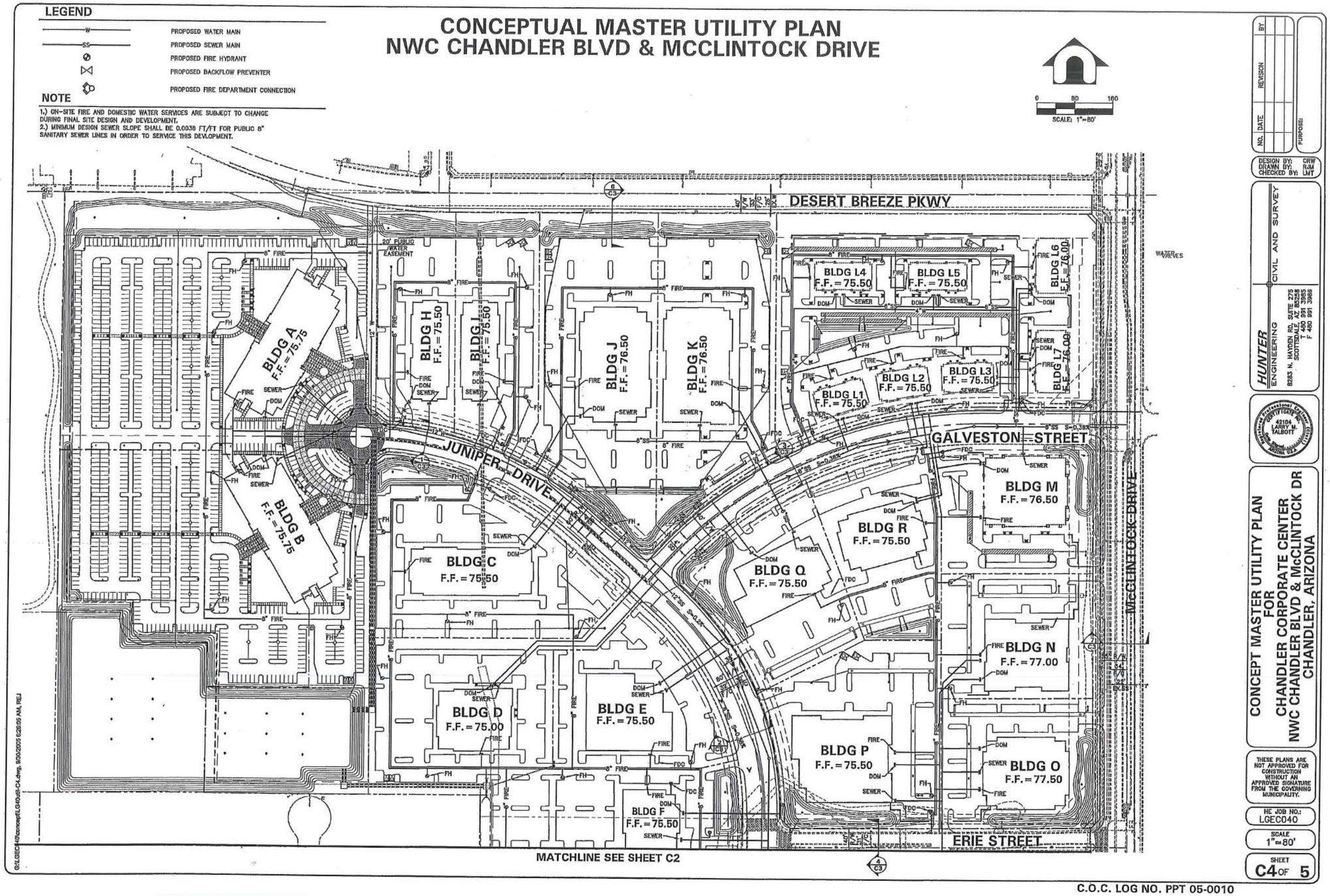
THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

HE JOB NO.: LGEC040

SCALE: 1"=80'

SHEET C3 OF 5

C.O.C. LOG NO. PPT 05-0010



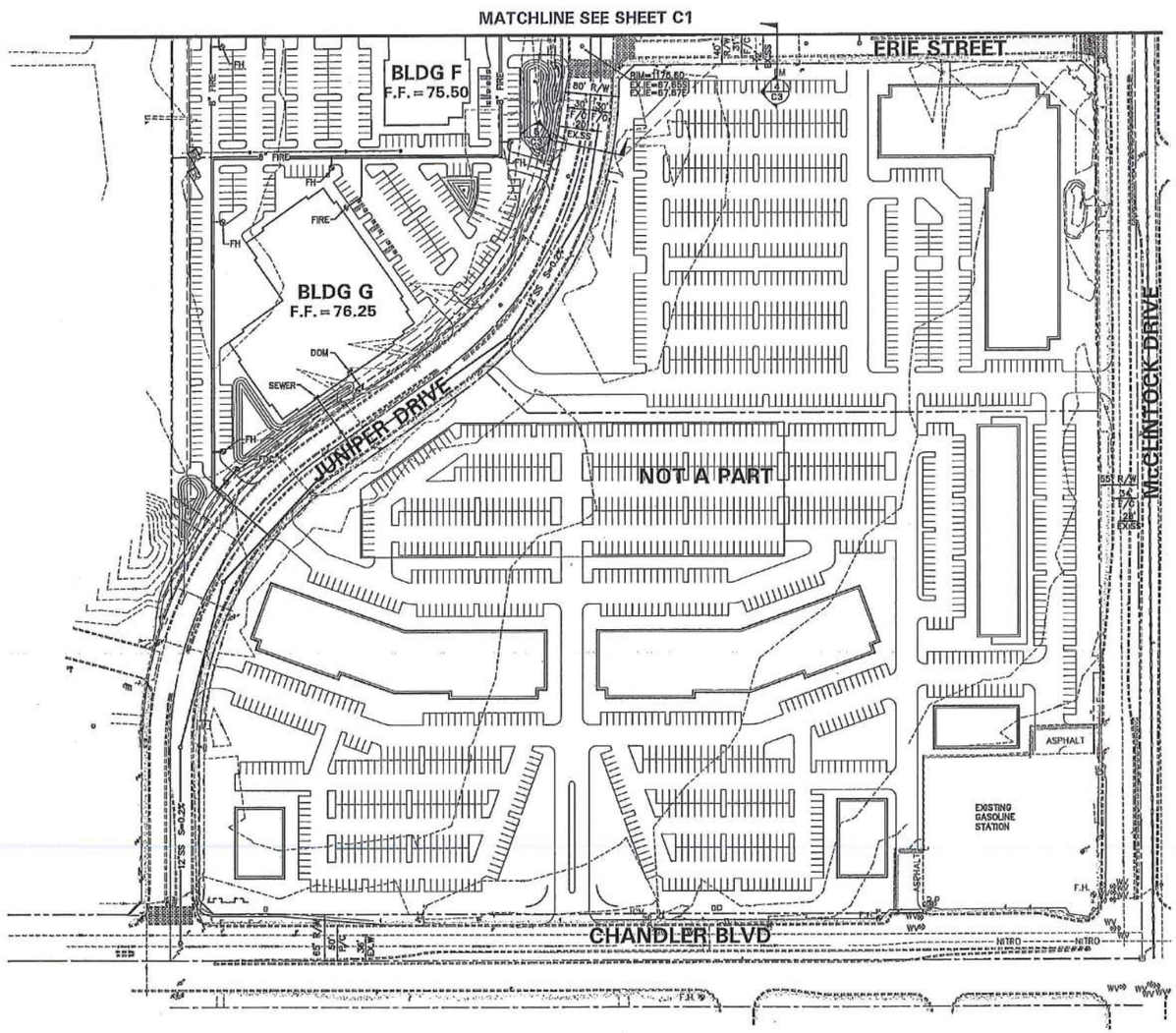
CHANDLER CORPORATE CENTER

PHArchitecture
Patrick Hayes Architecture

RRS & Company

LGE DESIGN BUILD

CONCEPTUAL MASTER UTILITY PLAN
NWC CHANDLER BLVD & MCCLINTOCK DRIVE



0 80 160
SCALE: 1"=80'

NO.	DATE	REVISION	BY

PURPOSE:

DESIGN BY: CRW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
CIVIL AND SURVEY
8283 N. HAYDEN RD. SUITE 275
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

CERTIFICATE 42104 LARRY M. TALBOT Professional Engineer

CONCEPTUAL MASTER UTILITY PLAN
FOR
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

HE JOB NO.: LGEC040

SCALE: 1"=80'

SHEET C5 OF 5

C.O.C. LOG NO. PPT 05-0010

Parking

GENERAL REQUIREMENTS & CONSTRUCTION STANDARDS

The size of all parking spaces, driveways, islands in parking areas and other improvements in the parking areas must conform to the minimum established requirements of the City of Chandler Zoning Ordinance (Article No. XVIII, §1802 No 1-16, Supp. No 2-26-87)

- Minimum size of a parking space shall be nine (9) feet by nineteen (19) feet. A two-foot, six inch landscape strip is permitted for vehicular overhang at the front of the parking stall. Said strip is not considered a part of any required on-site landscaping.

- Minimum driveway widths shall be twenty-four (24) feet for two-way drives. Fourteen (14) foot one-way drives are permitted where such drives are not required as fire lanes by the fire department. All driveways shall be located at least ten (10) feet from an interior lot line.

- Minimum parking lot aisle widths:

Parking Angle	30°	40°	60°	90°
Aisle Width	13′	15′	19′	24′

- All required off-street parking spaces shall be connected with a public street by a paved driveway not less than twenty (20) feet in length within the property lines.

- All parking areas and driveways shall have a surface of masonry, concrete or asphalt.

- No temporary parking lots will be allowed.

- Alleys used for commercial or industrial uses adjacent to a single-family residential district may not be used as access to parking or loading area, except where such arrangement has been authorized by a use permit.

- There shall be no storage or display of merchandise or goods in parking lots and pedestrian walkways within a parking area.

- Storage and collection areas for shopping carts shall be provided in all parking lots for retail establishments utilizing such carts.

- Covered parking – such structures shall be located and/or arranged that it is perceived as an integral part of the building elevations. Said structures shall be enhanced through architectural treatment and/or trees and shrubs. Canopy structures shall be finished with colors which match orcomplement building colors. Canopies shall be cantilever type. Special attention shall be given to the citing of any covered parking canopies adjacent to Desert Breeze Boulevard. Covered parking areas for each building shall be designated in connection with staff approval of Final Development Plans for each building.

- Tandem parking of vehicles shall not qualify for required parking spaces.

- All vehicular egress from parking lots to public rights-of-way shall be by forward motion only.

- Except where a wall is required, six-inch concrete curbing shall be required around the perimeter of the parking area to protect landscaped areas and control vehicular circulation and the flow of storm water.

- In the design of the parking lots and entrances to and from those parking lots and facilities served by those parking lots, provisions shall be provided for adequate, safe, convenient pedestrian circulation, including for the handicapped.

- No Compact spaces will be allowed.

- All driveways and parking areas must be paved with concrete or asphaltic concrete. Except for edges of paving adjacent to walls, vertical curbs shall be constructed at all edges of any paving. Asphalt curbs are prohibited, and the use of precast concrete parking bumpers in lieu of curbs is prohibited.

PARKING SCHEDULES

The following parking standards are the minimum requirements as set forth by the chandler zoning ordinances.

General offices, non-retail commercial –
1 space per 200 square feet.

Restaurants, cafes – 1 space per 50 square feet of public serving area, plus 1 space per 200 square feet of preparation area.

Shopping Centers –
5.5 spaces per 1,000 square feet.

Retail Sales – 1 space per 250 square feet.

Industrial, Manufacturing, Warehousing –
- 1 space per 500 square feet gross floor area
- 1 space per 200 square feet of office space
- 1 loading space for each 25,000 square feet of gross floor area.

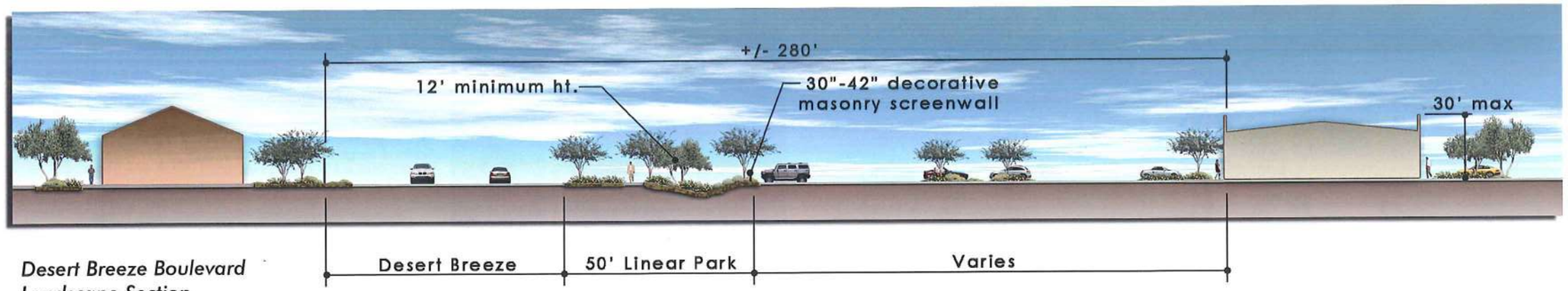
SCREENING OF PARKING AREAS

When parking areas abut a front yard or road frontage landscaped area, such parking areas shall be screened with decorative masonry walls and earth berms ranging between thirty (30) and forty-two (42) inches in height. Horizontal and vertical variation in the design of the screening walls is required whenever linear alignments exceed eighty (80) feet.

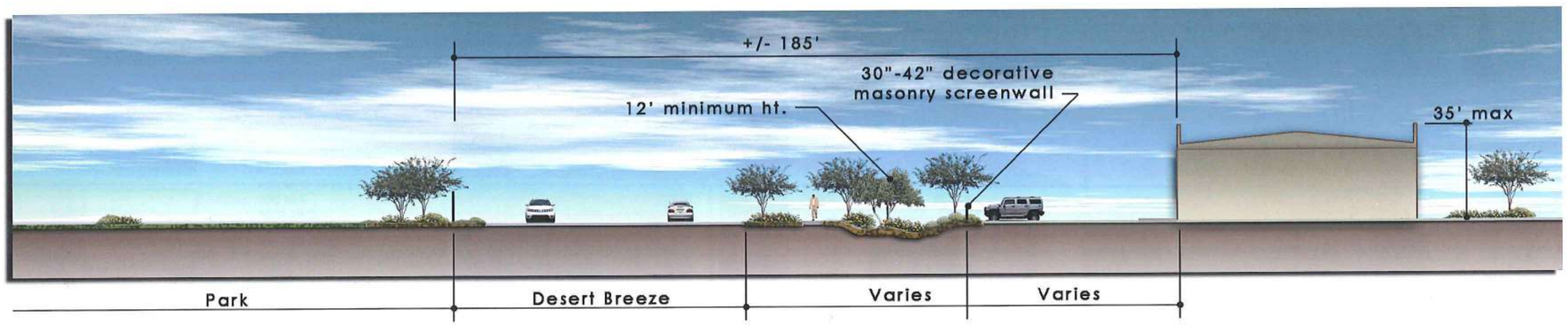
Twenty (20) foot setback areas shall be provided at a minimum rate of one (1) tree and six (6) shrubs per thirty (30) lineal feet of frontage plus sufficient ground cover plantings to provide a combined shrub and ground coverage of fifty percent (50%) (or more) of the total landscaped area.

Intersection setback areas shall be provided at a minimum rate of one (1) tree and six (6) shrubs per eight-hundred (800) square feet plus sufficient ground cover plantings to provide a combined shrub and ground coverage of 50% (or more) of the total landscaped area.

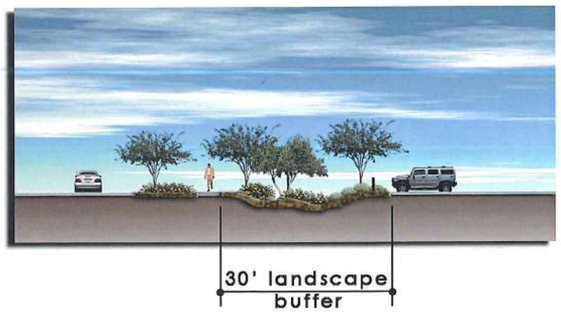
Trees must be placed a minimum of five feet (5') from sidewalks, public access ways or rear of fire hydrants. Shrubs must be, at maturity, five feet (5') from the rear of a fire hydrant. No material, other than groundcover, may be placed between the street or roadway and fifteen feet (15') either side of a fire hydrant. Show hydrant locations on landscape plans.



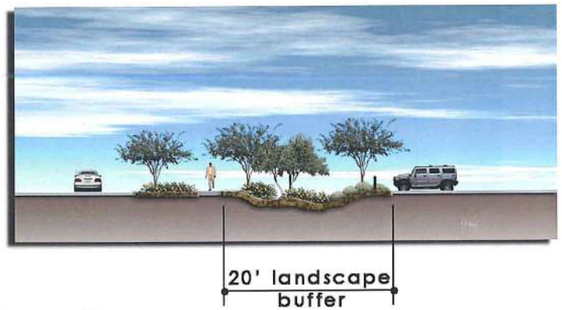
Desert Breeze Boulevard Landscape Section



Desert Breeze Boulevard Landscape Section - Adjacent To Park



McClintock Road & Chandler Boulevard Landscape Section



Interior Street Landscape Section

Site Lighting

Lighting fixtures have been selected from the Aviator from beta-lighting to be used throughout the site.

Along interior streets there shall be a lamp on one side. The lamp shall be metal halide with a mounting height of twenty-five feet (25') from grade.

Within parking lots there shall be lamps on both sides. A metal halide lamp with a mounting height of thirty feet (30') from grade will be used.

All fixtures will be finished in the Standard Finish – Bronze. No light shall tresspass across residential property lines.

Specifications

Housing
Rugged extruded 6063 T6 aluminum Min 0.080" (2mm) max 0.410" (10mm) incorporating precision, internally welded with clamp joint construction. Extruded aluminum heavy wall yoke incorporating circular revels to allow light passage reducing 'ground shadowing'. Aerodynamic profile reduces wind loading cross-section. Unique 'positive lift' design transposes lateral loading and pole sway with upward 'lift', much like the wing on an aircraft.

Reflector
High performance highly polished specular grade aluminum multi-stage optics are segmented, multifaceted and rotatable in 90 degree increments. Elimiator reflectors utilize horizontal lamp positions and are designed to minimize light output directly below the luminaire at low mounting heights. IES distributions available are Type: V, III, FF

Lens / Frame
6063 T6 clear anodized extruded aluminum. Servicing made easy with a hinged tool-less entry tempered glass lens fully gasketted and accessed below the luminaire Flat tempered safety glass encased with EPDM gasket is standard. Sag bubble glass is optional.

Electrical
High power factor ballasts rated to -30° C (-20° F). 4 KV rated mogul base lamp holders are utilized for all reflector types.

Finish
For long life, oven baked polyester powder coatings utilizing muti stage pre-treatment are supplied as standard. Hard color anodizing is optional.

Warranty
A three year warranty against defects in material and workmanship. The ballast manufacturer provides a two year warranty. All warranties are limited to replacement and/or repair.

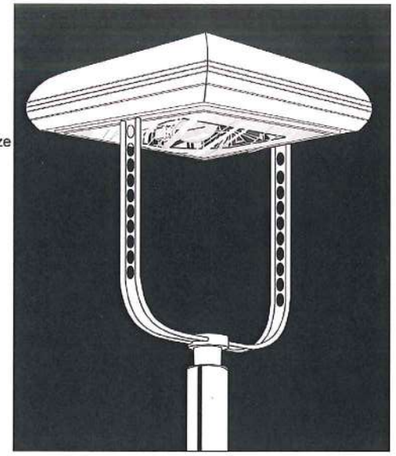
Catalog Code

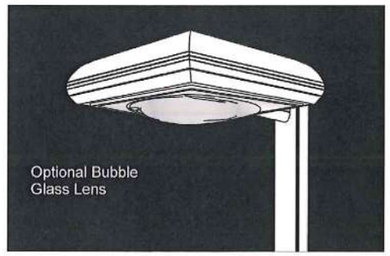
ELT 1

- Lamp type: 1000 MH; 750 MHP (PULSE); 450 MH; 400 MHP (PULSE); 400 MH; 1000 HPS
- Voltage: 120, 208, 240, 277, 347, 480, 600
- Distribution: VQ, III, FF (IES type 4)
- Lens: Flat Glass (LG); Frosted Glass (FG); Bubble Glass (BG)
- Mounting: Yoke Mount (YM); Pole Mount (PM); Slip Fitter Mount 1 fixture(FT1); Slip Fitter Mount 2 fixture180 deg.(FT2); Slip Fitter Mount 3 fixture120 deg.(FT3)
- Options: Photo Control (PC); Quartz Restrike (Q); Fuse(s) (F); Modular Discon. (MD); House Side Shield (HS)
- Color / Finish: White (WHI); Black (MBK); Bronze (BZS); Special (SPC); Clear Anodizing(CLA); Black Anodizing(MBA); Bronze Anodizing(BZA)

Eliminator

1000 watt HID Cut-Off Post Top Luminaire
1000 MH use BT37
Reduced Envelope Lamps.





Effective **P**rojected **A**rea:
E.P.A measured in sq/ft and includes yoke mounting
EPA = 1.06

Pappi Lighting

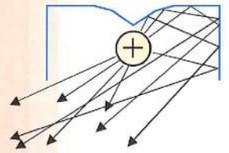
UL c UL
Listed for Wet Location

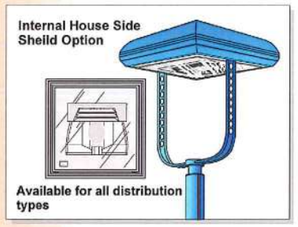
www.pappilighting.com Tel: 888-853-1139 Fax: 866-720-3015

Features / Construction

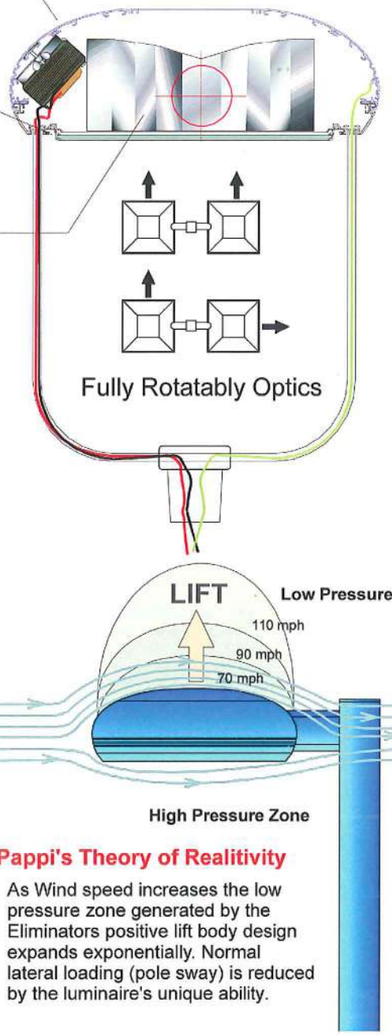
Eliminator 1000watt - Aerodynamic - High Performance - HID Cut-Off Luminaire

- *Extruded aluminum construction offered in a wide variety of colors and unmatched ultra-tuff hard color anodized finishes.*
- *Servicing made easy with a hinged tool-less entry tempered glass lens fully gasketted and accessed below the luminaire. The low mounting height will eliminate the need for long reach equipment.*
- *High performance multi-stage stepped optics are engineered to remove the 'Hot Spot' and to maximize uniformity at a never before 30' mounting height. The Eliminator will reduce the number of luminaires and poles required on your project significantly.*





- *Outstanding aerodynamic properties (0.97 EPA.) combined with low mounting heights will eliminate the need for heavy-duty poles for any high wind or coastal environments.*



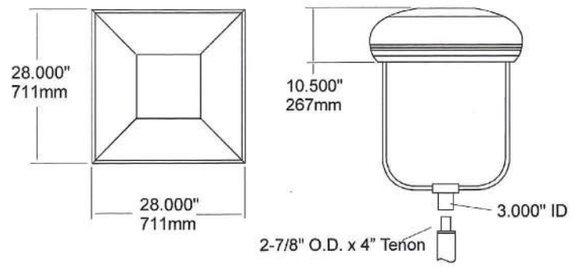
Pappi's Theory of Realitivity

As Wind speed increases the low pressure zone generated by the Eliminators positive lift body design expands exponentially. Normal lateral loading (pole sway) is reduced by the luminaire's unique ability.

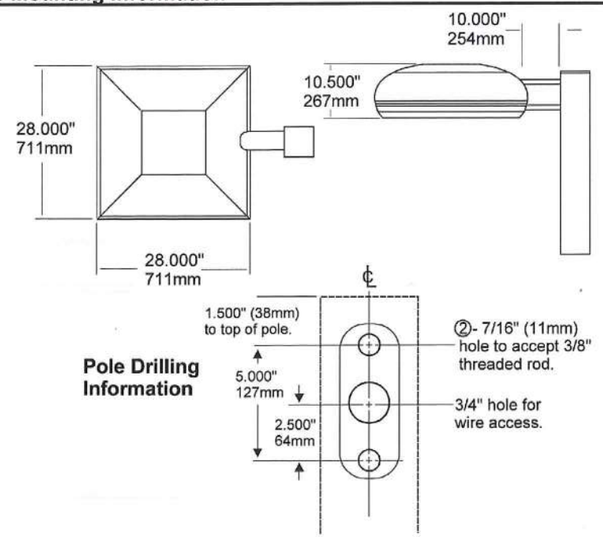
Eliminator Mounting

Eliminator 1000watt - Aerodynamic - High Performance - HID Cut-Off Luminaire

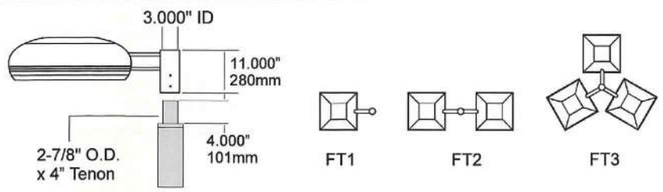
Post-Top Mounting Information



Pole Mounting Information



Slipfitter Mounting Information

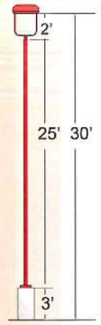


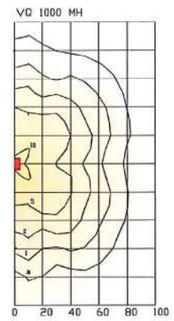
Pappi Lighting reserves the right to make product changes for improvement without prior notification

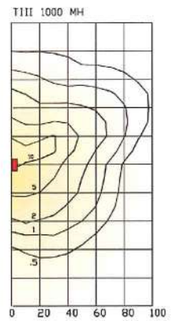
Photometrics

Eliminator 1000watt - Aerodynamic - High Performance - HID Cut-Off Luminaire

Area Applications







Photometrics are Initial and based on single luminaire 1000w clear MH lamp with a reduced envelope (BT-37). Eliminator is mounted at 30'

Grid Spacing =20'x20'

Roadway Applications

Photometrics include a 0.72 LLF and based on single luminaire 1000w clear HPS lamp with Eliminator is mounted at 40'

Grid Spacing =10'x10'

Pappi Lighting

www.pappilighting.com Tel: 888-853-1139 Fax: 866-720-3015

Specifications

Housing
Extruded 6063 T6 aluminum Min 0.100" (2.5mm) max 0.470" (12mm) incorporating precision, clamp joint construction.

Reflector
Optics are segmented, multifaceted and rotatable. Five (4) Area lighting distributions are avaliable. Types are: FF, VQ, III, and II.

Lens / Frame
6063 T6 extruded aluminum alloy. Self-hinge that opens to 120 degrees. Single handed tool-less access and removal is standard. Tempered safety glass encased with EPDM gasket is standard.

Electrical
High power factor ballasts rated to -30° C (-20° F) mounted to tool-less entry, hinged 'heat-sink door' for increased ballast life. 4 KV rated mogul base lamp holders are utilized for all reflector types.

Finish
For long life, oven baked polyester powder coatings utilizing muti stage pre-treatment are supplied as standard. Hard color anodizing is optional.

Warranty
Pappi HID Luminaires are warranted against defects in material and workmanship for five years. The ballast manufacturer provides a five year warranty. All warranties are limited to replacement and/or repair.

Catalog Code

AU1 — Lamp

450mh 400hps
400mh 250hps
250mh 200hps
200mh 150hps
175mh

Voltage — 120, 208, 240, 277, 347, 480, 600

Distribution — VQ, III, II, FF

Lens — Flat Glass (LG), Frosted Glass (FG)

Mounting — Pole Mount (PM), Wall Mount (WM), Single Slipfitter (FT1), Twin Slipfitter @ 90 (FT2-90), Twin Slipfitter @ 180 (FT2-180), Triple Slipfitter (FT3), Quad Slipfitter (FT4)

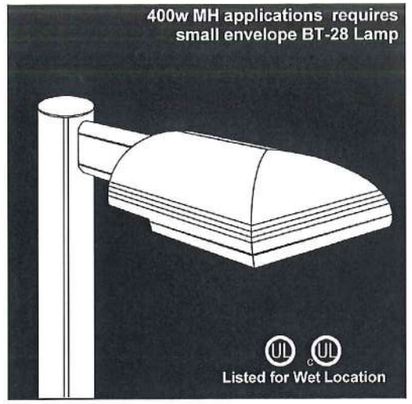
Options — 4" Pole Mount Arm (AS4), 6" Pole Mount Arm (AS6), 12" Pole Mount Arm (AS12), Photo Control (PC), Quartz Restrike (Q), Fuse(s) (F), Modular Discon. (MD), House Side Sheild (HS)

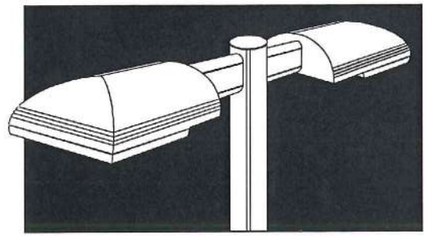
Color / Finish — **Powder Coating** White (WHI), Black (MBK), Bronze (BZS), Special (SPC); **Anodizing** Clear (CLA), Black (MBA), Bronze (BZA)

Pappi Lighting

Auraform® One

HID Cut-Off Luminare 150 Watt - 400 Watt





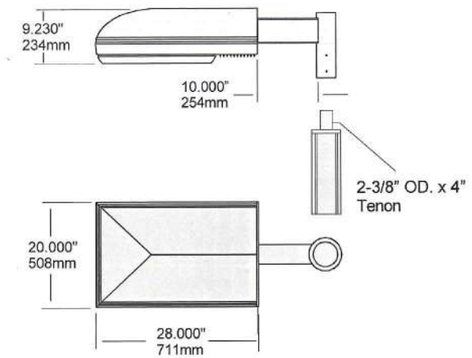
Effective **P**rojected **A**rea:

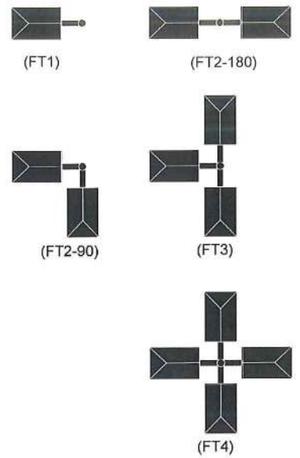
E.P.A measured in sq/ft and includes a 12" mounting arm.

1 Fixture	1.21
2 Fixture	2.42
3 Fixture	2.24
4 Fixture	2.24

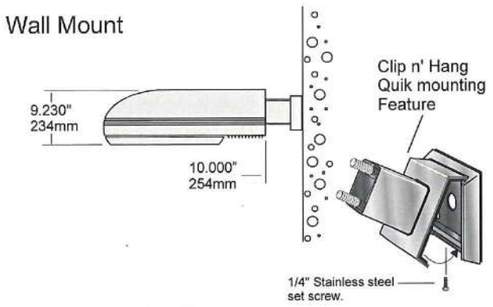
Auraform One Twin Bar Hangers 150 watt - 400 watt

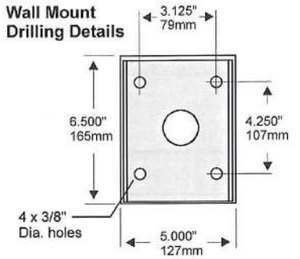
Slipfitter Mount



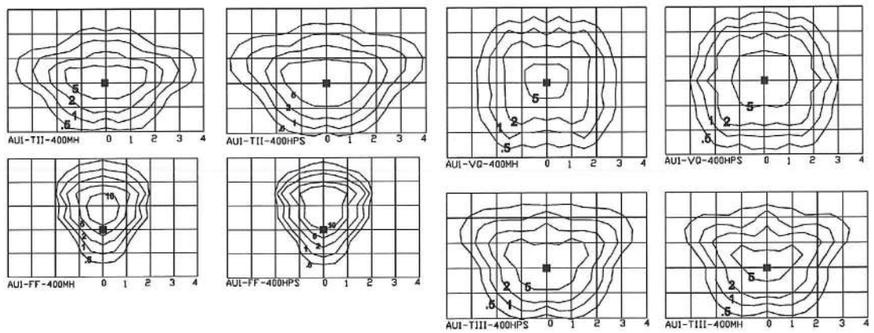


Wall Mount





Photometric Data



Auraform One Mounting height Multiplier.

Height	8'	15'	18'	20'	24'	28'	30'
Multiplier	3.51	1.77	1.23	1	0.69	0.51	0.44

Pappi Lighting reserves the right to make product changes for improvement without prior notification

Pappi Lighting

Signage Design Standards

OVERVIEW

Chandler Corporate Center signage has been developed to create an integrated graphic system that will provide standards for individual business identification and the Chandler Corporate Center.

Along with architecture and landscaping, signage and graphics for Chandler Corporate Center integrate the overall scheme of the Center through the promotion of the project through consistency, quality and fairness while being responsive to the adjacent residential neighborhoods. The signage system provides information and directs users and visitors in the development.

SIGN STANDARDS

The sign standards are to be used by each Owner of all parcels/projects and buildings within Chandler Corporate Center.

These sign standards describe approaches to be used in developing a sign program for each site. All signs shall conform to the Chandler Sign Ordinance. Any sign which bears the Chandler Corporate Center name and/or logo shall conform to the established logo standards.

Sign standards are for all Owners and tenants at Chandler Corporate Center, and are intended to allow for a strong marketing image, the creation of a related community of buildings and facilities, and contribute to the vitality and value of the entire Chandler Corporate Center.

For each development/project within Chandler Corporate Center, wall/building signage shall be approved by staff as part of the Final Development Approval, and shall be in compliance with the City of Chandler sign standards.

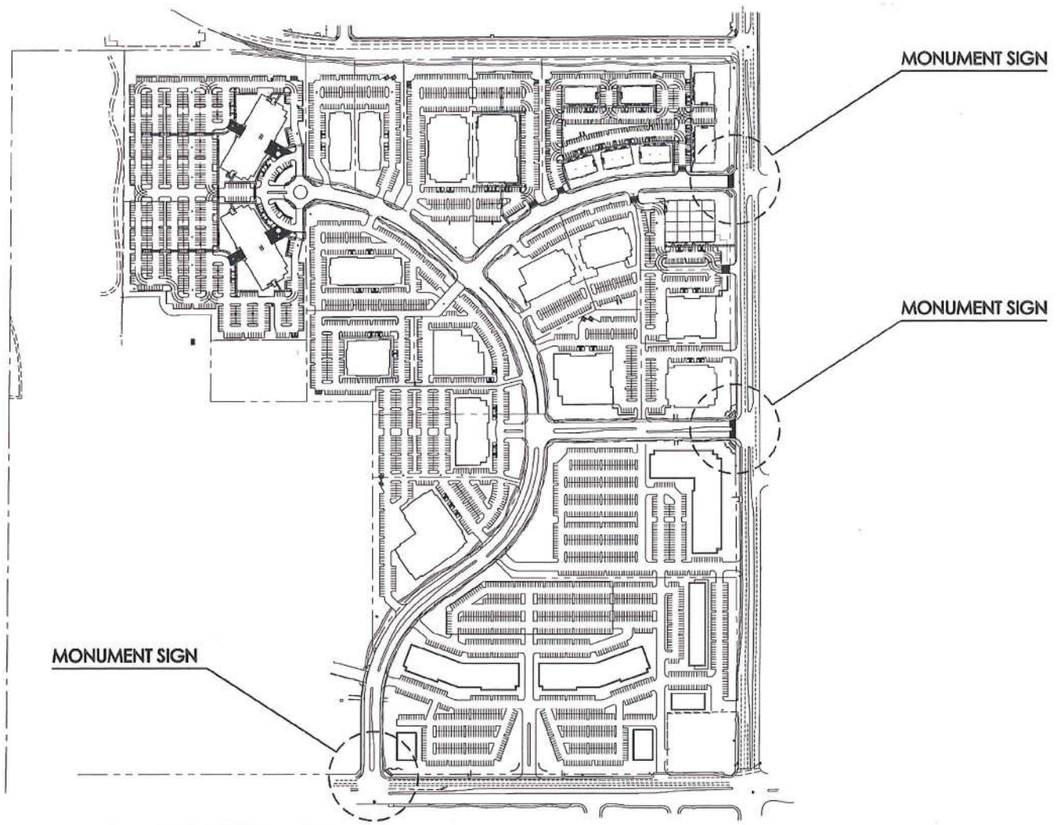
PROJECT SIGN TYPES

Each Owner is responsible for all signs on site which shall be built, installed and maintained by the Owner as part of their improvements. Signage for the common areas, project identity and individual tenant standards have been created in the following categories:

Chandler Corporate Center Project ID
Onsite Center Directory/Directionals
Parcel Tenant Freestanding Identification
Traffic Directionals
Regulatory Signs
Building/Tenant Signage
Building Addressing

On site directory/directional and parcel/tenant freestanding identification signage to be reviewed and approved administratively by staff at time of individual plan application.

TYPICAL SIGN LOCATIONS



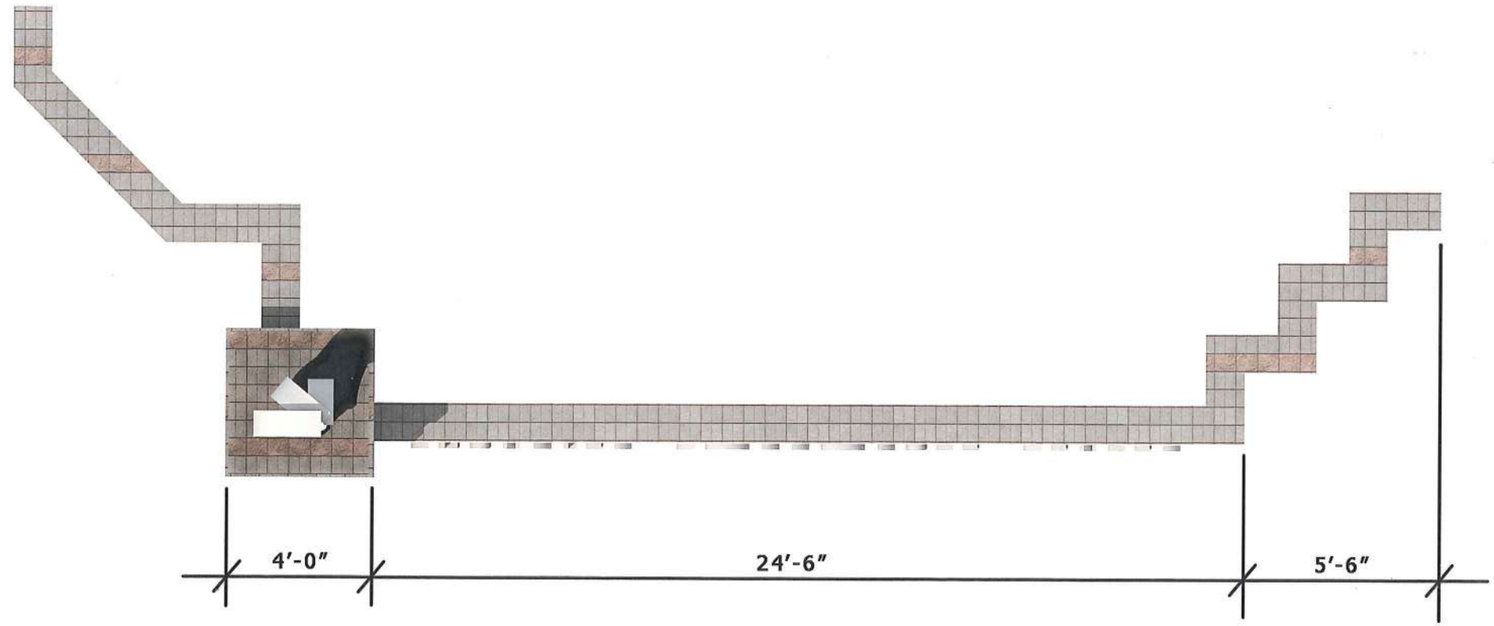
MAIN PROJECT IDENTIFICATION

These signs have been designed to create a sense of entry at the major entry points to the center located at McClintock and Erie, both entries along Desert Breeze and along the south at Chandler Boulevard and Juniper Road. The project entry signage will be incorporated into the entry theme walls and landscape concepts, utilizing contemporary design elements and compatible materials of masonry block, and dimensional aluminum fabricated graphics.

The logo and lettering for the identity is constructed of dimension and flat cut out aluminum with finishes and colors to accentuate and complement the architectural color palettes.

The project's logo is finished in painted aluminum (colors TBD) in a three dimensional form which will be accented by ground mounted illumination fixtures. The lighting fixtures will highlight the lettering as well as the landscaping.

MONUMENT SIGN ENTRY WALL



ON-SITE DIRECTORY/DIRECTIONAL SIGNS

Directory/directional signs have been designed to be utilized along the interior roads of the project to assist in directing to projects and major tenants located within.

These signs shall have a consistent look and design to help tie the project together. The Chandler Corporate Center logo and project lettering will be used along the top of each sign. A consistent letterstyle, Arial Bold, will be used to identify all projects and/or buildings identified by a major tenant. This will then be used on the identification signs for the individual projects.

Signs shall be no more than forty (40) square feet in area and eight (8) feet tall. Where applicable, both sides of the elements will be utilized for directional information and could have up to two (2) tenant panels.

The Chandler Corporate Center project logo will be used on each element in a size that is proportional to the sign face.

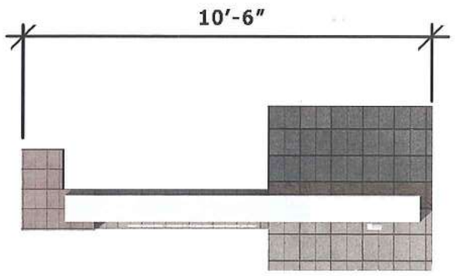
MONUMENT SIGN DETAILS

LOGO TO BE MADE OUT OF ALUMINUM AND STUD MOUNTED ON WALL TO MAKE 3-DIMENSIONAL GRAPHIC. FINAL COLORS TBD.

LOGO AND LETTERING DETAILS

LETTERING TO BE 1/2" THICK FLAT CUT OUT NON-DIRECTIONAL FINISHED ALUMINUM, STUD MOUNTED ONTO 1/4" FCO ALUMINUM. FINAL COLORS TBD.

DIRECTORY/DIRECTIONALS



PARCEL/TENANT FREESTANDING IDENTIFICATION SIGNS

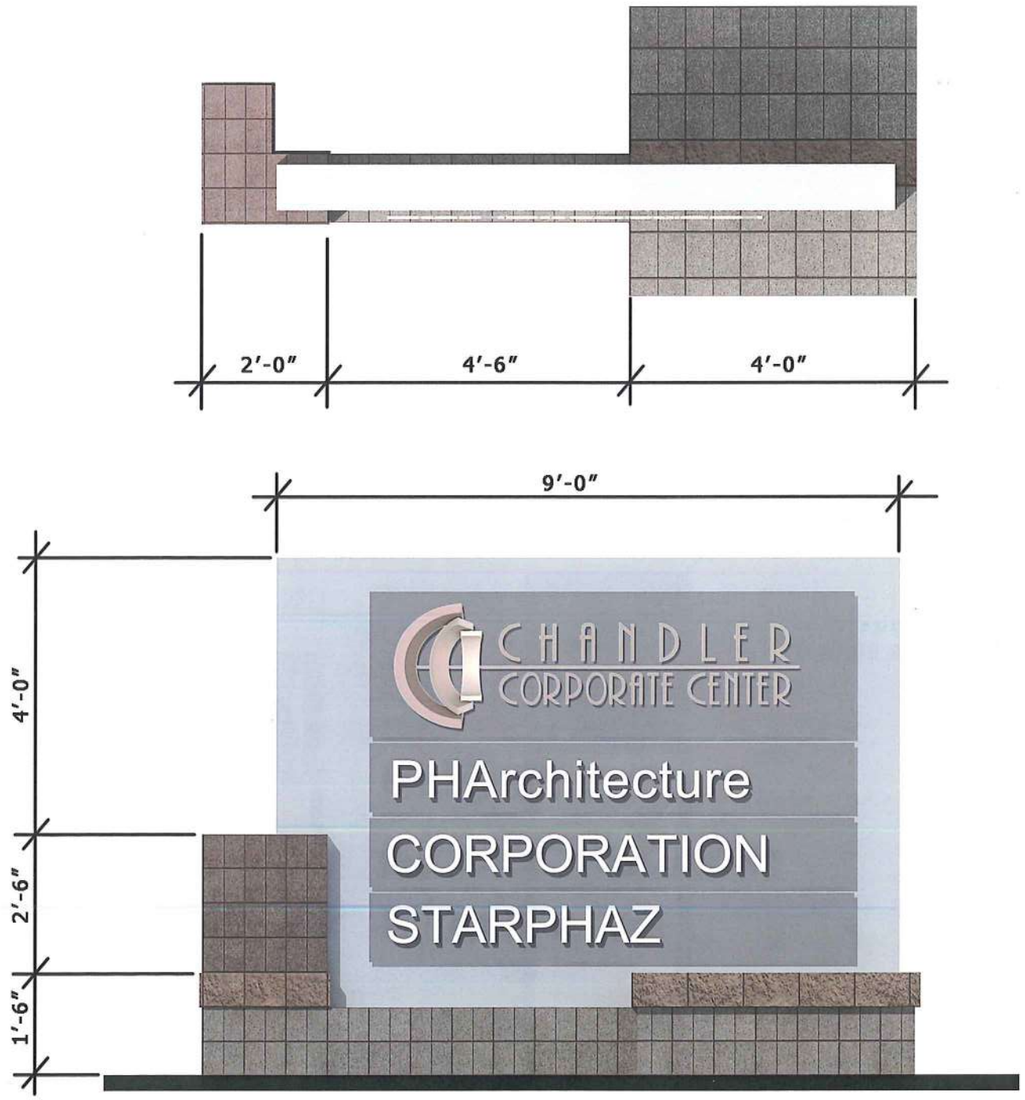
Each parcel will be allowed a minimum of one (1) ground sign along each interior road it abuts, to identify the name of the project and multi-tenant building, or the name of its sole tenant. Signs must conform to the following criteria:

- Where the parcel has an excess of three hundred (300) feet of frontage, one (1) additional monument sign will be allowed for a total of two (2) signs per street.
- Maximum square footage shall never exceed four hundred and fifty (450) for all detached ground signs for any project.
- Content of ground signs may contain no more than two (2) tenants and may also contain a generic name of the project. If more that one sign per street front is allowed, it may contain two different tenant names than the first.
- Where the parcel has an excess of three hundred (300) feet of business frontage and only one entrance, the content may contain no more than four (4) tenants and may or may not contain a generic name of the project.
- All ground sign(s) shall integrate project screen wall materials and finishes, or as an extension of the wall.
- Maximum height of ground signs shall not exceed 8'-0".
- Name of project and/or major tenant shall be in Arial Bold as shown on the directory/directional sign, on the upper panel of the sign. Identification shall be routed from aluminum panel with black and white acrylic back up for internal illumination.

All tenant signage shall be on individual routed panels, of Arial Bold typeface with white acrylic backup panels, internally illuminated.

- Address numerals 6" in height, flat cut out aluminum, painted to match logo, stud mounted into masonry base or pilasters.
- Materials: masonry, concrete and architectural metals. Signs shall be compatible with adjacent building colors, materials, and architecture.
- Location: parallel or perpendicular to the street; conforming to setback requirements per City of Chandler ordinances.
- Illumination: sign base and cabinet to be ground illuminated with landscape fixtures hidden from view by landscaping features.

FREESTANDING IDENTIFICATION SIGNS



TRAFFIC DIRECTIONALS

Traffic directionals may be place throughout the development to ensure safe and efficient vehicular traffic patterns and flow. Traffic directionals are used for identification of main entrances, speciality entrances for loading, deliveries, etc., and to delineate address entrances.

These signs must conform to the following criteria:

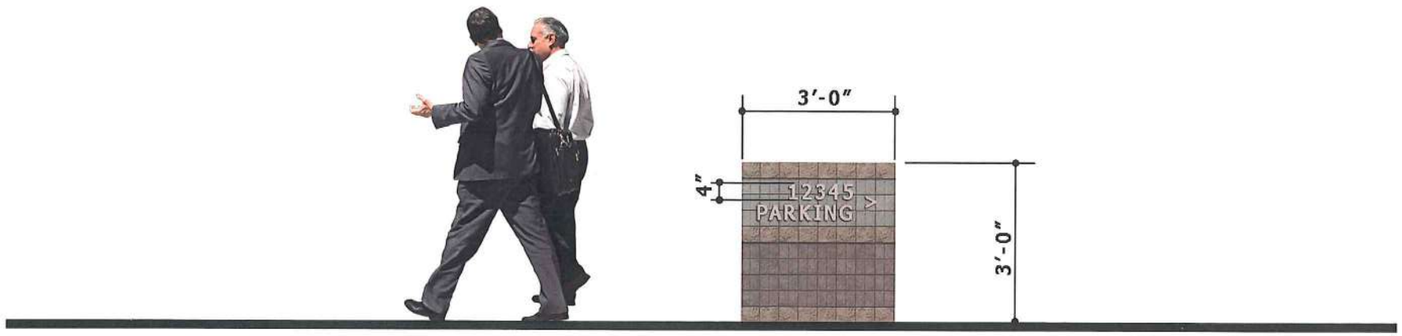
- Signs shall not exceed three feet six inches (3'-6") in height from grade.
- All copy shall be directional in nature, no tenant logos or names shall be used.
- Typestyle to be Arial Bold and reflective white vinyl.

REGULATORY SIGNS

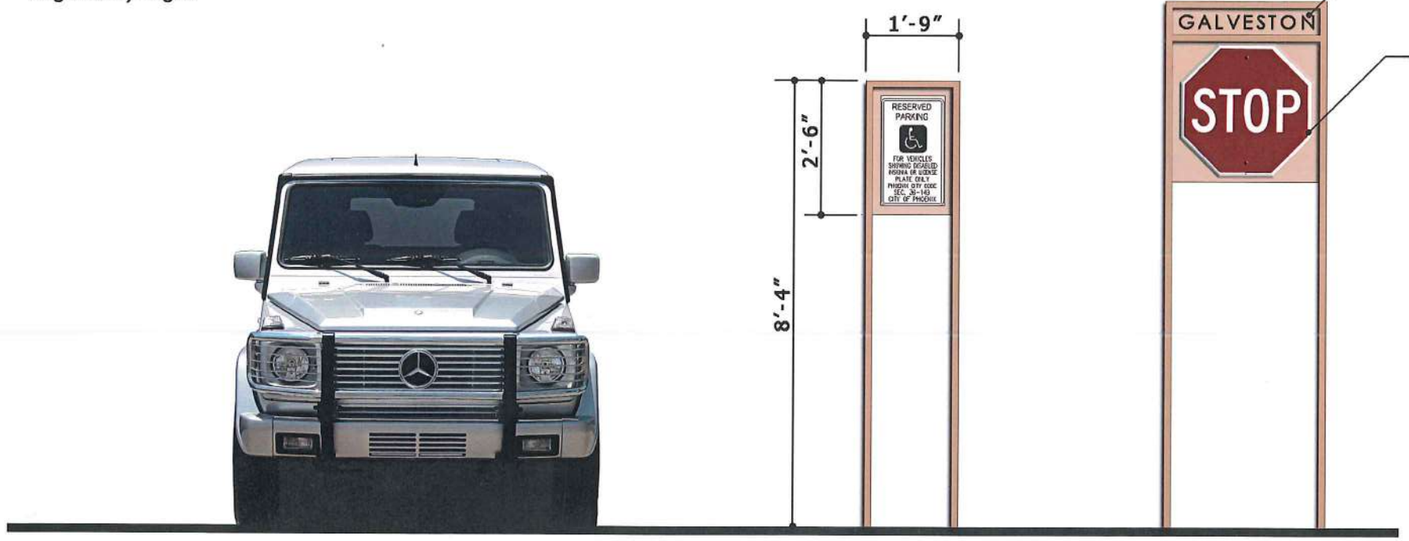
Regulatory signage will also be placed throughout Chandler Corporate Center to ensure safe and efficient vehicular traffic patterns and flow. These signs are upgraded from the standard DOT type u-channel and sheet metal signs through use of custom panels, backgrounds and colors. However, the signage panels will be standard DOT colors, shapes and sizes so there is no confusion to traffic regulatory information.

Custom colors will be used on the post and panel system for signs in all public right-of-ways as shown.

Directionals



Regulatory Signs



Building/Tenant Wall Signage

For the identification of individual business within a multi-tenant facility, only individual letters will be allowed and must adhere to the following criteria:

- Signs shall not exceed one (1) square feet of sign area for each lineal foot of business frontage.
- Letter height – Not to exceed 80% of the fascia height (designated sign band area).
- Sign Length – No more than 80% of the length of the store front, or a maximum of two (2) square feet per each lineal feet of frontage.
- Quantity – One sign per tenant, per street elevation.
- Location – Within tenant's lease space area of the facade, centered horizontally and vertically within a designated sign band.
- Materials – Reverse pan channel metal.
- Illumination – Buildings adjacent to Desert Breeze Boulevard shall not have illuminated signs facing Desert Breeze Boulevard.
- Content – Occupant name and logo.
- Color – All tenant signs shall be of same color and finish as designated in the buildings sign program
- Typography – Per Occupant/Owner identity or as approved by the Committee.
- Installation – Individual forms with no exposed conduit, raceway or transformers.

BUILDING ADDRESSES (All Parcels)

- During daytime viewing, numerals/letters should create a high contrast to the background surface to which they are applied.
- All building numbers shall be 12" high and of the same material and construction as designated in the buildings sign program.
- Addresses are recommended for each corner of the building which faces a vehicular access. Rear elevations of buildings not directed toward public streets shall not require address numerals.

TEMPORARY SIGNS

Temporary signs can be used for construction and design team information or future tenant identification. These signs shall match the design theme of the project in all respects with the exception of materials.

Size, height and square footage allocations shall conform to the standards set forth in the I-1 District of the Chandler Zoning Sign Code.

GENERAL RESTRICTIONS

- Information may be added to signs. However, each revision must conform to the Guidelines. A sign that is to be replaced must be removed before the new sign can be installed.
- Temporary signs must be removed from the site when construction is substantially complete. Leasing signs must be removed when all space in a building has been leased.
- Temporary signs must be maintained in a "like new" condition.
- Temporary signs and construction fences shall conform to the City Of Chandler's Sign Ordinance for size, placement, and structural requirements.
- Animated, moving, flashing, or sound-emitting signs are prohibited.
- Signs painted with iridescent paint or Dayglow colors are prohibited.
- Exposed fluorescent or incandescent illumination is prohibited.
- Size, height and square footage allocations shall conform to the standards set forth in the I-1 District of The Chandler Zoning Sign Code.

SIGN MAINTENANCE

- Any signage that has been approved or that has been issued a permit by the City of Chandler shall be maintained by the Owner or Occupant in possession of the property on which the sign is located. The signage must continue to conform to the conditions imposed by the sign permits.
- Any damaged sign shall be repaired within 30 days from date when damage was sustained.
- Any metal elements of signage cabinets, letters or panels shall be kept free of rust and rust stains.
- Any internally or backlit signage elements which do not illuminate 100% shall not be illuminated until repaired.

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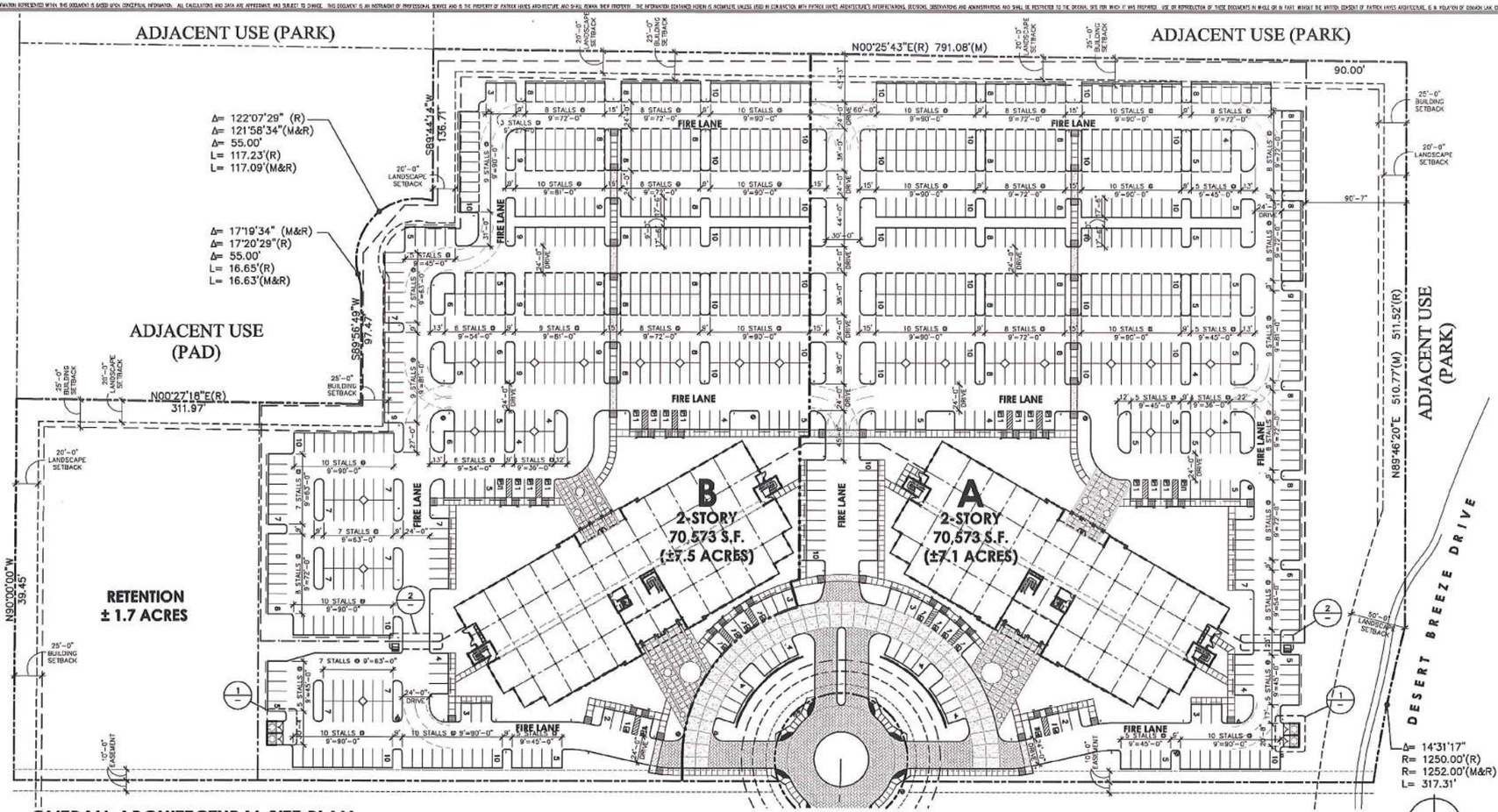
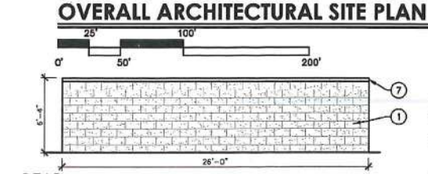


OVERALL ARCHITECTURAL SITE PLAN

1" = 50'-0"

PROJECT	DATA
ASSESSOR'S PARCEL NUMBER:	301-67-008 B 301-67-707 301-67-708 C
EXISTING ZONING:	PAD
RETENTION NET AREA:	± 75,705 S.F. (± 1.7 ACRES)
OFFICE A:	
NET SITE AREA:	± 305,499 S.F. (± 7.1 ACRES)
BUILDING AREA:	± 70,573 S.F.
LOT COVERAGE:	± 11.5%
F.A.R.:	± 23%
PARKING REQUIRED:	±353 SPACES (@ 1/200 S.F.)
PARKING PROVIDED:	± 467 SPACES
PARKING RATIO:	± 6.6 SPACES PER 1,000 S.F.
OFFICE B:	
NET SITE AREA:	± 326,749 S.F. (± 7.5 ACRES)
BUILDING AREA:	± 70,573 S.F.
LOT COVERAGE:	± 10.8%
F.A.R.:	± 22%
PARKING REQUIRED:	±353 SPACES (@ 1/200 S.F.)
PARKING PROVIDED:	± 470 SPACES
PARKING RATIO:	± 6.7 SPACES PER 1,000 S.F.
TOTAL:	
NET SITE AREA:	± 707,953 S.F. (± 16.3 ACRES)
BUILDING AREA:	± 141,146 S.F.
LOT COVERAGE:	± 10.0%
F.A.R.:	± 19.9%
PARKING REQUIRED:	±706 SPACES
PARKING PROVIDED:	±937 SPACES
PARKING RATIO:	± 6.64 SPACES PER 1,000 S.F.

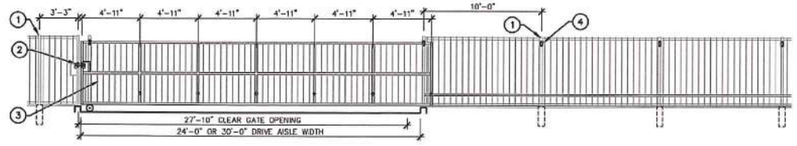


1. 6"x8"x16" C.M.U.
2. 6" CONCRETE CURB – SEE SITE PLAN FOR LOCATIONS.
3. 1" CANE BOLTS SET IN 1-1/2"x3" LONG PIPE SLEEVE IN SLAB – SEE DTL. 19/–.
4. PROVIDE HASP FOR PADLOCK.
5. 6"x6" STEEL POST.
6. METAL GATE.
7. 8"x4"x16" SOLID CAP BLOCK.

NOTE: PAINT ALL METAL TO MATCH ADJACENT SURFACE, ALL SIDES.

1 ELEVATIONS @ REFUSE ENCLOSURES

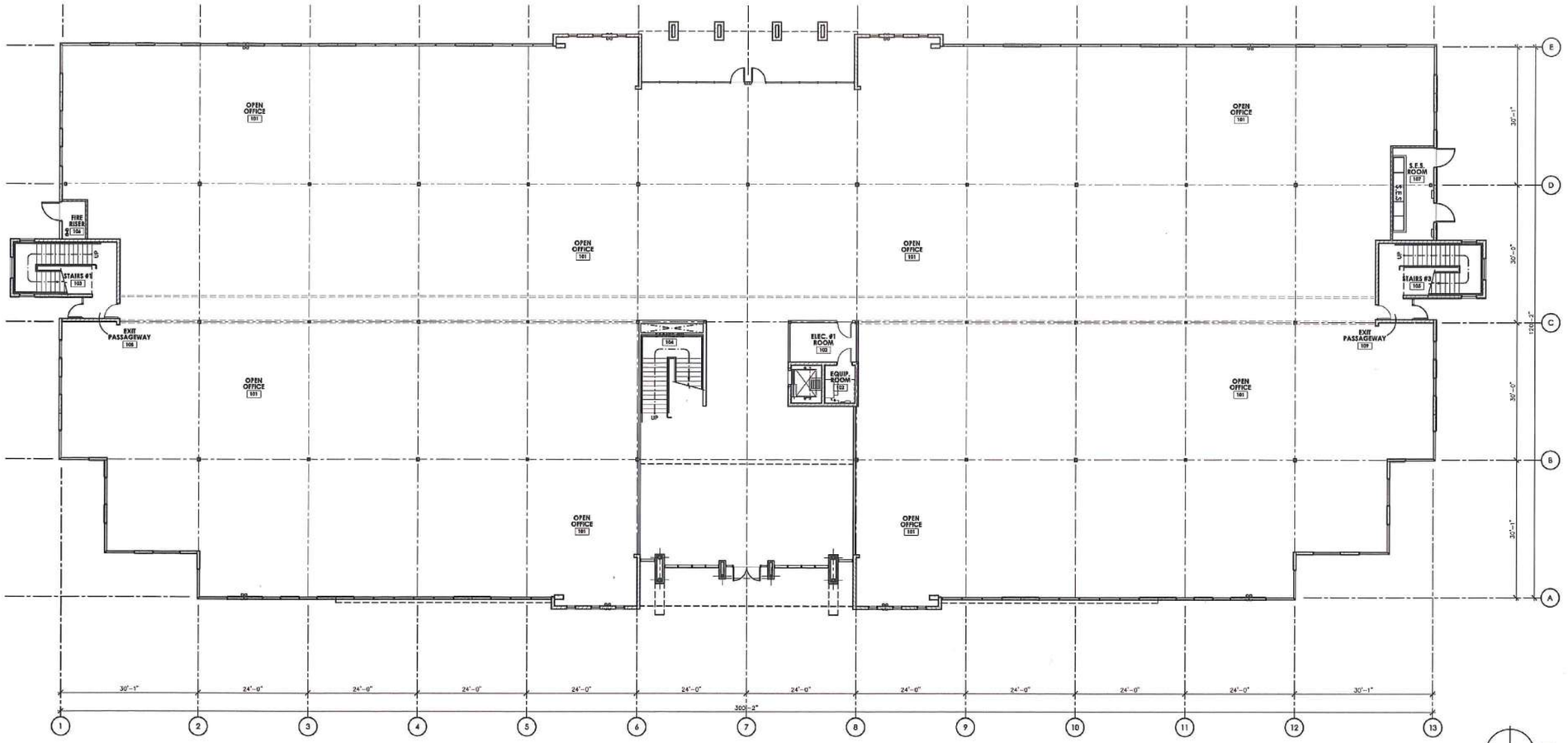
3/16"=1'-0"



1. STANDARD 2"ø FENCE POST, FIRE DEPARTMENT APPROVED DUAL LOCK.
2. 6'Hx18'L ROLLING TUBE/ANGLE STEEL AND WROUGHT IRON GATE.
3. ANGLE AND ROLLERS – U-BOLT TO POST.

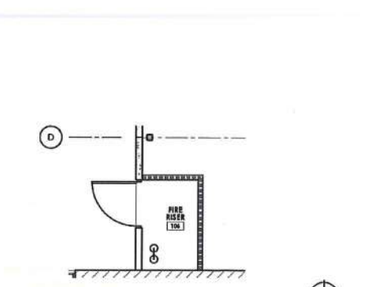
2 ELEVATION @ MOVABLE GATES

3/16"=1'-0"



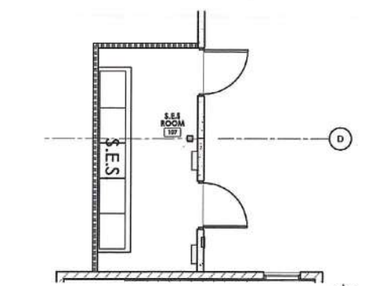
BUILDING 'A' 1ST FLOOR PLAN

3/32" = 1'-0"



03 FIRE RISER ROOM

3/16" = 1'-0"



02 ENLARGED S.E.S.ROOM

3/16" = 1'-0"

KEYNOTES

NOTE: THE FLOOR PLAN KEYNOTES LISTED BELOW ARE TYPICAL TO THE BUILDING AND MAY NOT BE APPLICABLE AND/OR REFERENCED ON ALL SHEETS.

1. CONCRETE SLAB – REFER TO STRUCTURAL DRAWINGS.
2. INDEPENDANT ROOF/OVERFLOW LEADERS TO DAYLIGHT AT FACE OF WALL WITH ABS PIPE W/ 45DEG. BEND AT BOTTOM – REFER TO PLUMBING, CIVIL & ––/A–– AND ––/A––.
3. TUBE STEEL COLUMN – REFER TO STRUCTURAL DRAWINGS.
4. 1" INSULATED GLAZING IN ALUMINUM WINDOW SYSTEM – REFER TO SHEETS A3.1–A3.4.
5. LINE OF CANOPY / OVERHANG ABOVE – REFER TO REFLECTED CEILING PLAN.
6. FIRE RISER LOCATION.
7. PROVIDE DBX "AS–BUILT DRAWINGS" CABINET ADJACENT TO ALL FIRE RISER LOCATIONS (TYPICAL ALL BUILDINGS).
8. ELECTRICAL SERVICE ENTRY SECTION – REFER TO ELECTRICAL DRAWINGS.
9. KNOX BOX FOR FIRE DEPARTMENT ACCESS WITH DARK BRONZE AB–6 POWDER COAT FINISH, RECESS MOUNTED AT 4'–6" A.F.F.
10. STRUCTURAL CONCRETE SLAB OVER METAL DECK – REFER STRUCTURAL DRAWINGS.
11. ROOF ACCESS HATCH & LADDER – REFER TO DETAIL ––/A––.
12. A.C.M. WRAPED PIER – REFER TO SHEETS A––– & A–––.

WALL TYPE LEGEND

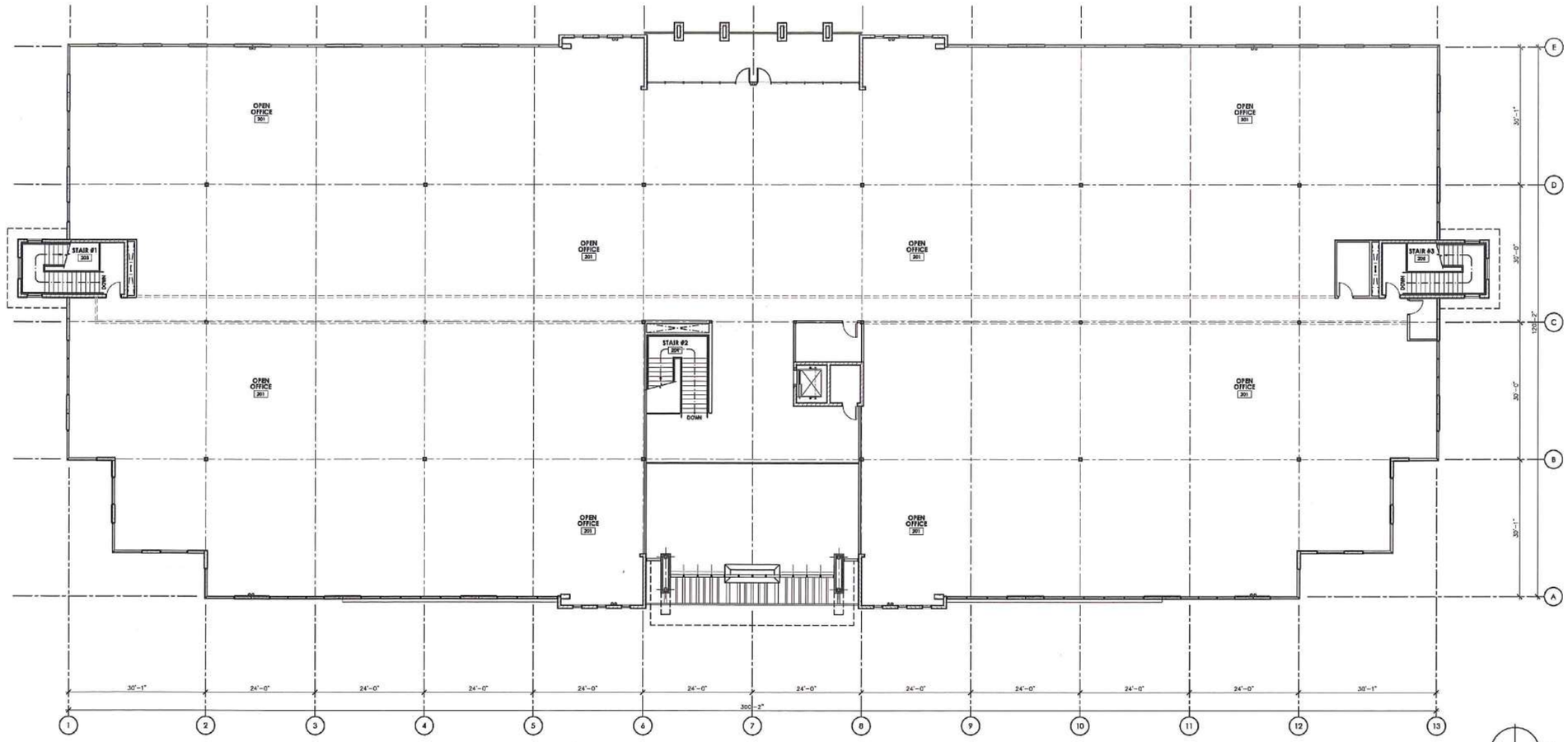
- 8" C.M.U. TO MATCH FINISH 'H' – MORTAR JOINTS TO HAVE RAKED JOINTS – REFER TO ELEVATIONS FOR TYPE AND SPECIFICATIONS. (INTEGRALLY COLORED) – TEXTURED SIDE TO FACE EXTERIOR.
- 8" C.M.U. TO MATCH FINISH 'J' – MORTAR JOINTS TO HAVE RAKED JOINTS – REFER TO ELEVATIONS FOR TYPE AND SPECIFICATIONS. (INTEGRALLY COLORED) – TEXTURED SIDE TO FACE EXTERIOR.
- LEVEL 2 FINISH ON 5/8" GYPSUM BOARD SHEATHING OVER 3–5/8" X 20 GA. METAL STUDS – BOTH SIDES – (1–HOUR RATED).
- LEVEL 2 FINISH ON 5/8" GYPSUM BOARD SHEATHING OVER 3–5/8" X 20 GA. METAL STUDS – BOTH SIDES.

SYMBOL LEGEND

- (A) – CORRESPONDS TO WINDOW ELEVATION, SHEET A3.1 (SEE WINDOW ELEVATIONS FOR TEMPERED GLASS LOCATIONS.)
- (000) – CORRESPONDS TO DOOR SCHEDULE, SHEET A3.2
- PJ – CORRESPONDS TO A PANEL JOINT, SEE DETAILS 5.6/A8.1 & SEE STRUCT.
- – FIRE EXTINGUISHER – SURFACE MOUNTED.
- (##) – CORRESPONDS TO CONCRETE TILT–UP PANEL NUMBER – SEE STRUCTURAL.
- – EXIT SIGN. SEE ELECTRICAL.
- – SLAB VENT

GENERAL NOTES

A. DIMENSIONS ARE TO OUTSIDE FACE OF MASONRY, CONC. TILT PANEL OR GLAZING SYSTEM UNLESS NOTED OTHERWISE. (U.N.O.).
B. ALL FLOORING SURFACES TO BE PREPARED TO ACCEPT FLOORING PER SSPC–SP13 / NACE6.
C. REFER TO ––/A––– FOR INTERSTITIAL SPACE DIAGRAMS.
D. REST ROOMS ARE TO BE PROVIDED WITH TENANT IMPROVEMENT PHASE.



BUILDING 'A' 2ND FLOOR PLAN

3/32" = 1'-0"

NORTH

KEYNOTES

NOTE: THE FLOOR PLAN KEYNOTES LISTED BELOW ARE TYPICAL TO THE BUILDING AND MAY NOT BE APPLICABLE AND/OR REFERENCED ON ALL SHEETS.

1. CONCRETE SLAB – REFER TO STRUCTURAL DRAWINGS.
2. INDEPENDANT ROOF/OVERFLOW LEADERS TO DAYLIGHT AT FACE OF WALL WITH ABS PIPE W/ 45DEG. BEND AT BOTTOM – REFER TO PLUMBING, CIVIL & ––/A–– AND ––/A––.
3. TUBE STEEL COLUMN – REFER TO STRUCTURAL DRAWINGS.
4. 1" INSULATED GLAZING IN ALUMINUM WINDOW SYSTEM – REFER TO SHEETS A3.1–A3.4.
5. LINE OF CANOPY / OVERHANG ABOVE – REFER TO REFLECTED CEILING PLAN.
6. FIRE RISER LOCATION.
7. PROVIDE DBX "AS–BUILT DRAWINGS" CABINET ADJACENT TO ALL FIRE RISER LOCATIONS (TYPICAL ALL BUILDINGS).
8. ELECTRICAL SERVICE ENTRY SECTION – REFER TO ELECTRICAL DRAWINGS.
9. KNOX BOX FOR FIRE DEPARTMENT ACCESS WITH DARK BRONZE AB–6 POWDER COAT FINISH, RECESS MOUNTED AT 4'–0" A.F.F.
10. STRUCTURAL CONCRETE SLAB OVER METAL DECK – REFER STRUCTURAL DRAWINGS.
11. ROOF ACCESS HATCH & LADDER – REFER TO DETAIL ––/A––.
12. A.C.M. WRAPED PIER – REFER TO SHEETS A––– & A–––.

WALL TYPE LEGEND

- 8" C.M.U. TO MATCH FINISH 'H' – MORTAR JOINTS TO HAVE RAKED JOINTS – REFER TO ELEVATIONS FOR TYPE AND SPECIFICATIONS. (INTEGRALLY COLORED) – TEXTURED SIDE TO FACE EXTERIOR.
- 8" C.M.U. TO MATCH FINISH 'J' – MORTAR JOINTS TO HAVE RAKED JOINTS – REFER TO ELEVATIONS FOR TYPE AND SPECIFICATIONS. (INTEGRALLY COLORED) – TEXTURED SIDE TO FACE EXTERIOR.
- LEVEL 2 FINISH ON 5/8" GYPSUM BOARD SHEATHING OVER 3–5/8" X 20 GA. METAL STUDS – BOTH SIDES – (1–HOUR RATED).
- LEVEL 2 FINISH ON 5/8" GYPSUM BOARD SHEATHING OVER 3–5/8" X 20 GA. METAL STUDS – BOTH SIDES.

SYMBOL LEGEND

- (A) – CORRESPONDS TO WINDOW ELEVATION, SHEET A3.1 (SEE WINDOW ELEVATIONS FOR TEMPERED GLASS LOCATIONS.)
- (000) – CORRESPONDS TO DOOR SCHEDULE, SHEET A3.2
- PJ – CORRESPONDS TO A PANEL JOINT, SEE DETAILS 5.6/A8.1 & SEE STRUCT.
- – FIRE EXTINGUISHER – SURFACE MOUNTED.
- (##) – CORRESPONDS TO CONCRETE TILT–UP PANEL NUMBER – SEE STRUCTURAL.
- – EXIT SIGN. SEE ELECTRICAL.
- – SLAB VENT

GENERAL NOTES

A. DIMENSIONS ARE TO OUTSIDE FACE OF MASONRY, CONC. TILT PANEL OR GLAZING SYSTEM UNLESS NOTED OTHERWISE. (U.N.O.).
B. ALL FLOORING SURFACES TO BE PREPARED TO ACCEPT FLOORING PER SSPC–SP13 / NACE6.
C. REFER TO ––/A––– FOR INTERSTITIAL SPACE DIAGRAMS.
D. REST ROOMS ARE TO BE PROVIDED WITH TENANT IMPROVEMENT PHASE.

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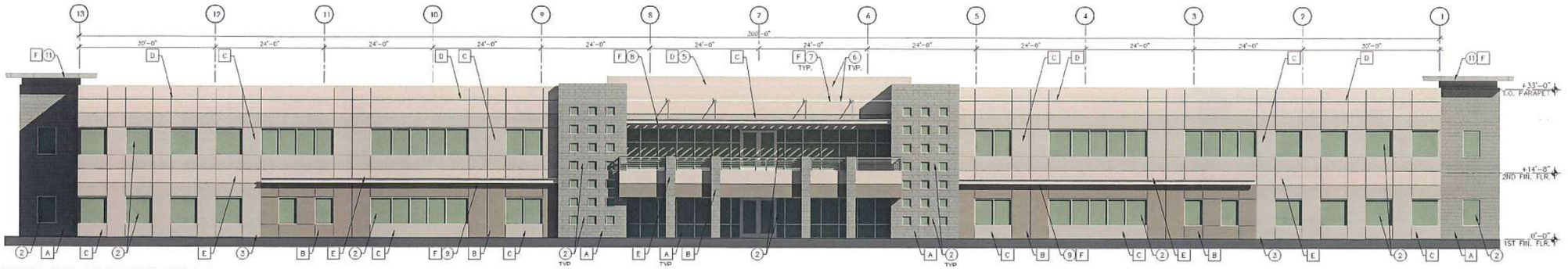
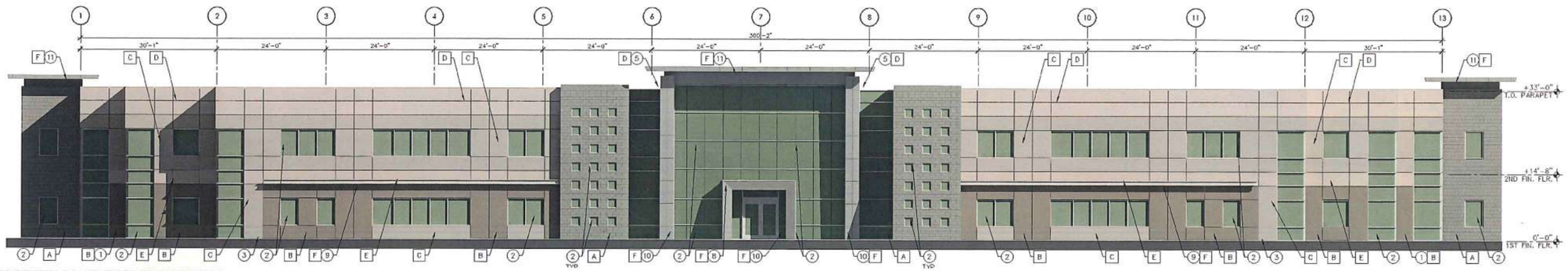


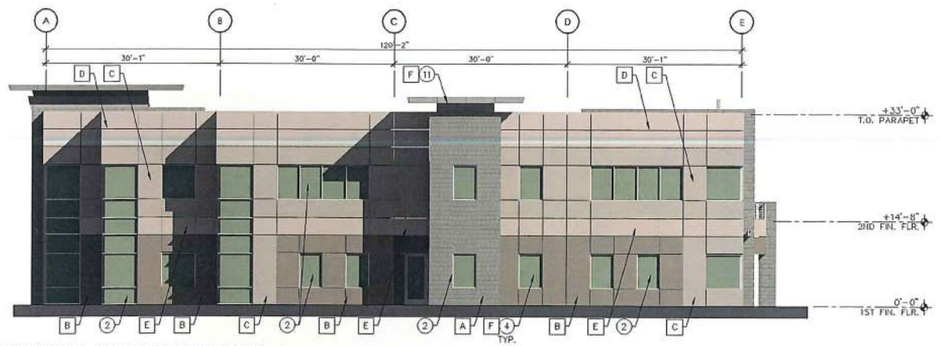
1 CONCEPTUAL REAR ELEVATION

SCALE: 3/64" = 1'-0"



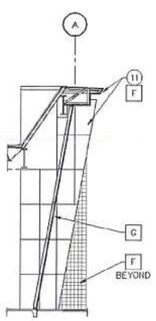
2 CONCEPTUAL FRONT ELEVATION

SCALE: 3/64" = 1'-0"



3 CONCEPTUAL REAR ELEVATION

SCALE: 3/64" = 1'-0"



SECTION @ FRONT ENTRY

SCALE: 3/64" = 1'-0"

KEYNOTES

NOTE: THE FLOOR PLAN KEYNOTES LISTED BELOW ARE TYPICAL TO THE BUILDING AND MAY NOT BE APPLICABLE AND/OR REFERENCED ON ALL SHEETS.

1. PAINTED CONCRETE TILT PANEL – REFER TO PLANS AND STRUCT. DRAWINGS
2. 1" INSULATED GLAZING – REFER TO SHEETS A3.1 & A3.2 FOR WINDOW ELEVATIONS AND TYPES.
3. INDEPENDANT ROOF AND OVERFLOW DRAIN LEADERS WITH ABS PIPE W/ 45DEG. BEND AT BOTTOM.
4. HOLLOW METAL DOOR AND FRAME.
5. MEDIUM SAND FINISH E.I.F.S. FINISH ON 1-1/2" EPS BOARD OVER (1) LAYER OF 5/8" DENS-GLASS GOLD EXTERIOR SHEATHING.
6. 3/4" 'V' GROOVE – REFER TO DETAIL 18/A8.1.
7. CANOPY SUPPORT ROD – REFER TO ELEVATIONS FOR COLORS AND STRUCTURAL DRAWINGS.
8. TUBE STEEL CANOPY – REFER TO SHEETS A8.3 & A8.4.
9. STEEL CHANNEL SHADE FEATURE.
10. A.C.M. WRAPPED PIER – REFER TO SHEETS A8.3 & A8.4.
11. A.C.M. WRAPPED CORNICE – REFER TO SHEETS A8.3 & A8.4.
12. EXTERIOR BALCONY GUARDRAIL – REFER TO DETAIL 14, 19 &20/A6.7.
13. HVAC UNIT BEYOND – SEE MECHANICAL

MATERIAL SCHEDULE

STAINED MASONRY:

A — MFR: SUPERLITE (OR EQUAL)
TYPE: 8" SMOOTH FACE (CENTER SCORED)
COLOR: TO MATCH FRAZEE COLOR 8693M, "STUCCO GREIGE"
MORTAR: TO MATCH FRAZEE COLOR 8693M, "STUCCO GREIGE"

PAINT:

B — MFR: PER SPECIFICATIONS
COLOR: TO MATCH FRAZEE COLOR 8235D, "BRUSH BOX"

C — MFR: PER SPECIFICATIONS
COLOR: TO MATCH FRAZEE COLOR 8232M, "CRISP KHAKI"

D — MFR: PER SPECIFICATIONS
COLOR: TO MATCH FRAZEE COLOR 8232W, "LULLED BEIGE"

E — MFR: PER SPECIFICATIONS
COLOR: TO MATCH FRAZEE COLOR 8231W, "SAWYER'S FENCE"

F — MFR: PER SPECIFICATIONS
COLOR: TO MATCH FRAZEE COLOR 8693M, "STUCCO GREIGE" (ARCHITECTURAL METAL WORK)

GLAZING:

G (WINDOWS) — MFR: VERSALUX (OR EQUAL)
TYPE: 1" INSUL., REFLECTIVE
COLOR: GREEN

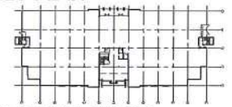
H (DOORS) — MFR: VERSALUX (OR EQUAL)
TYPE: 1/4" NON-REFLECTIVE
COLOR: GREEN

ALUMINUM STOREFRONT:

K — MFR: ARCADIA
TYPE: ANODIZED, ALUMINUM
COLOR:

NOTE: COLORS SHOWN FOR DESIGN INTENT ONLY. FINAL SELECTIONS TO BE APPROVED BY ARCHITECT PRIOR TO INSTALLATION

KEY PLAN



GENERAL NOTES

A. ALL ROOF MOUNTED MECHANICAL EQUIPMENT TO BE FULLY SCREENED BY PARAPET. ALL MECHANICAL EQUIPMENT TO BE SCREENED FROM PUBLIC VIEW.
B. ALL SIGNAGE TO BE PROCESSED AS A SEPARATE PERMIT.
C. ALL EXPOSED METALWORK TO BE GROUND VERY SMOOTH, PRIMED AND PAINTED.

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LANDSCAPE LEGEND

	HEIGHT	WIDTH	CALIPER
CERCIDIUM FLORDIDUM BLUE PALO VERDE 24" BOX	6.0	2.0	0.75
CERCIDIUM PRAECOX PALO BREA 24" BOX	7.0	4.0	1.50
PROSOPIS CHILENSIS CHILEAN MESQUITE (THORNLESS) 24" BOX	8.0	4.0	1.50
ONLEYA TESOTA IRONWOOD 24" BOX	6.0	3.0	1.25
ACAICA STENOPHYLLA SHOESTRING ACACIA 36" BOX	13.0	6.0	2.50
ACAICA STENOPHYLLA SHOESTRING ACACIA 15 GALLON	7.0	2.5	0.75
PROPOSED SALVAGED TREE FROM FUTURE PLANT INVENTORY	VARIES	VARIES	
WASHINGTONIA ROBUSTA MEXICAN FAN PALM 20' TRUNK FT (SKINNED)	20.0		

- RUELLIA PENINSUALRIS BAJA RUELLA 5 GALLON
- NERIUM OLENDER 'PETITE PINK' PETITE PINK 5 GALLON
- LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD SAGE' 5 GALLON
- LEUCOPHYLLUM CANDIDUM SILVER CLOUD SAGE 5 GALLON
- LANTANA MONTEVIDENSIS 'GOLD MOUND' 1 GALLON
- LANTANA MONTEVIDENSIS 'TRAILING PURPLE' 1 GALLON
- DALEA GREGGII TRAILING DALEA 1 GALLON
- 1/2" MINUS WALKER BUTTE 'RED' DECOMPOSED GRANITE 2" DEPTH IN ALL LANDSCAPE AREAS
- AGAVE WEBERII AGAVE 5 GALLON
- HESPERALOE PARVIFLORA RED YUCCA 5 GALLON
- CAESALPINIA MEXICANA MEXICAN BIRD OF PARADISE 5 GALLON
- ACAICA REDOLENS DESERT CARPET 5 GALLON
- AMBROSIA DELTOIDEA BURSAGE 5 GALLON
- BAILEYA MULTIRADIATA DESERT MARIGOLD 1 GALLON
- ENCELIA FARINOSA BRITTLE BUSH 5 GALLON
- JUSTICIA CALIFORNICA CHUPAROSA 5 GALLON
- LARREA TRIDENTATA CREOSOTE BUSH 5 GALLON
- VERBENA RIGIADA SANDPAPER VERBENA 1 GALLON
- YUCCA BACCATA BANANA YUCCA 5 GALLON
- MID-IRON TURF TURF SOD
- 3'x3'x3' SURFACE SELECT GRANITE BOULDER MINIMUM 2000lbs EACH
- 6" EXTRUDED CURB CONCRETE HEADER SEE DETAIL
- SAGUARO SAGUARO 3 ARM MIN.

NORTH

LANDSCAPE PLAN BUILDINGS A & B

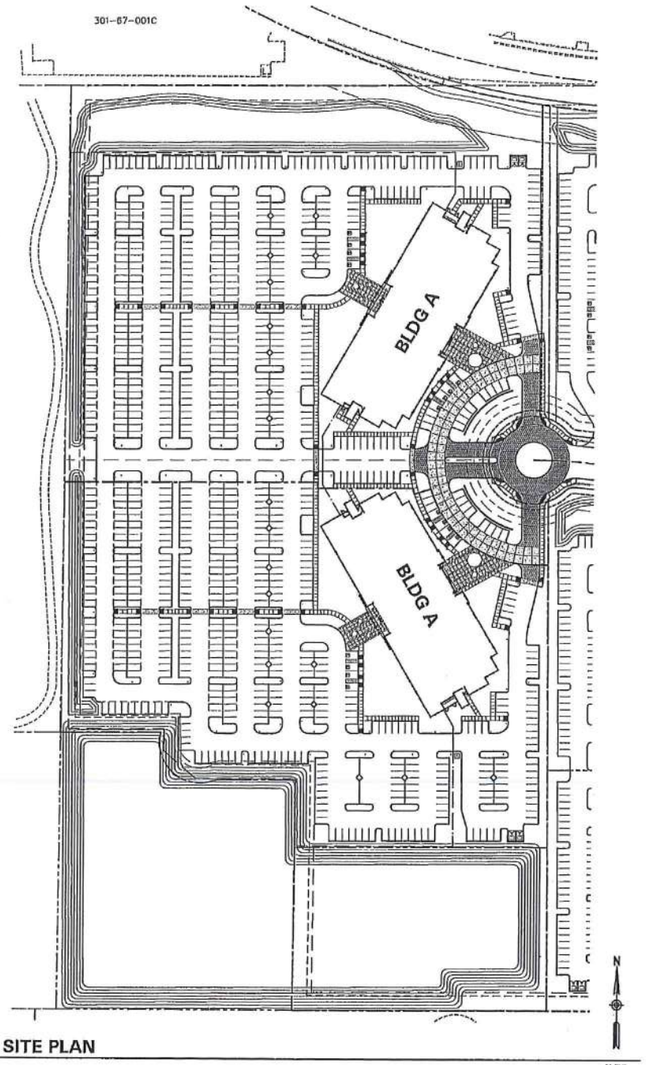
SCALE: 1" = 40'0"

T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
1121 East Missouri Ave., Suite 218
Phoenix, Arizona 85014
(E-MAIL) timmcqueen@imlu.net
(602) 265-0320
FAX 266-6619

COVER SHEET
MEDISERVE
FOR
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DRIVE
CHANDLER, ARIZONA

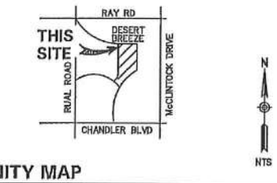
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

301-67-001C



SITE PLAN

N.T.S.



VICINITY MAP

N.T.S.

SHEET INDEX

COVER SHEET.....C1
CONCEPT GRADING AND DRAINAGE PLAN.....C2
CONCEPT UTILITY PLAN.....C3

DEVELOPER/OWNER

LGE CORPORATION
740 N. 52ND STREET SUITE 200
PHOENIX, ARIZONA 85008
PHONE: (602) 966-4001
FAX: (602) 956-9001
CONTACT: FRANK PETTIT

ARCHITECT

PATRICK HAYES ARCHITECTS
15849 N. 71ST STREET SUITE 200
SCOTTSDALE, ARIZONA 85254
PHONE: (480) 556-9000
FAX: (480) 556-9490
CONTACT: TIM THIELKE

CIVIL ENGINEER

HUNTER ENGINEERING, P.C.
8283 N. HAYDEN ROAD SUITE 275
SCOTTSDALE, ARIZONA 85258
PHONE: (480) 991-3985
FAX: (480) 991-3986
CONTACT: JEFF HUNTER

NO.	DATE	REVISION	BY

PURPOSE:

DESIGN BY: ORW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
CIVIL AND SURVEY
8283 N. HAYDEN RD, SUITE 275
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

Registered Professional Engineer (Civil)
CERTIFICATE NO. 35249
JEFF M. HUNTER
Date Signed
ARIZONA U.S.A.

COVER SHEET
FOR MEDISERVE
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

HE JOB NO.: LGEC040

SCALE N.T.S.

SHEET C1 OF 3

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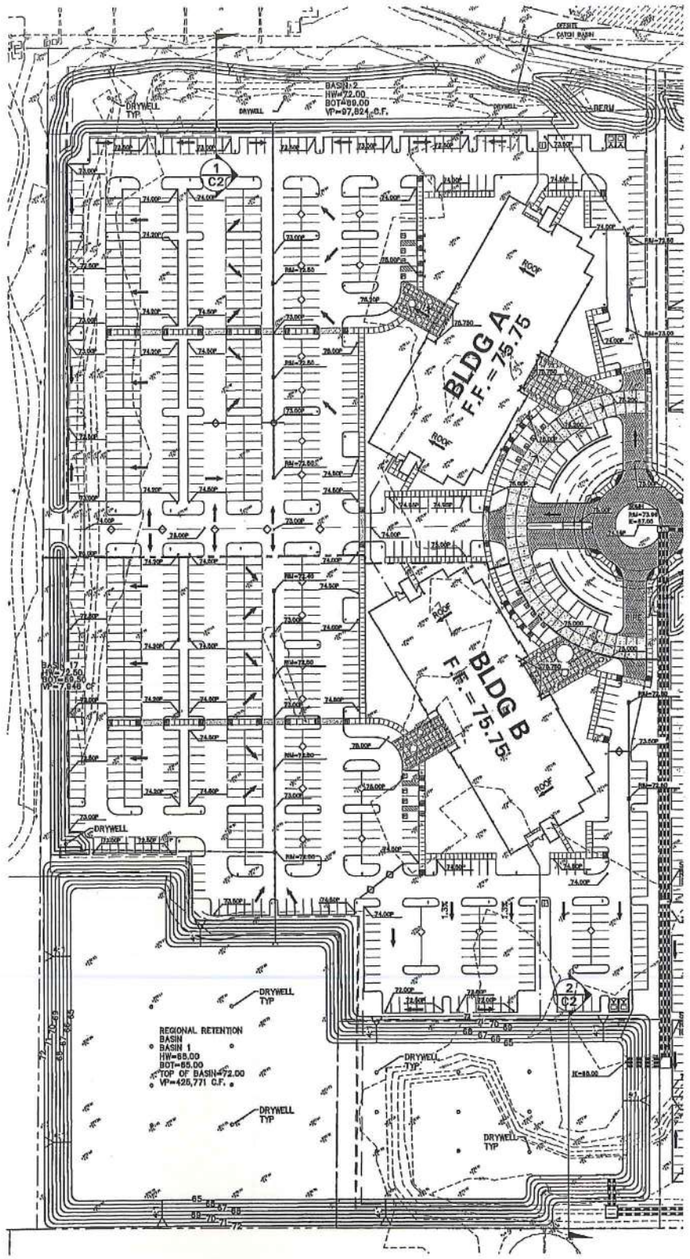
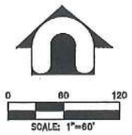
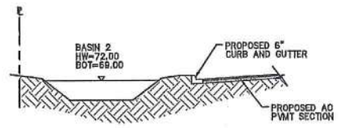
C.O.C. LOG NO. PPT 05-0010

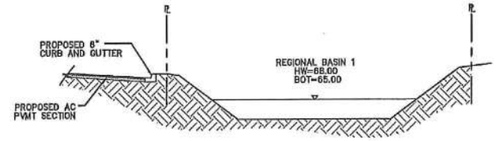
CONCEPTUAL GRADING & DRAINAGE PLAN
MEDISERVE
CHANDLER CORPORATE CENTER







1 TYPICAL SECTION N.T.S.



2 TYPICAL SECTION N.T.S.

RETENTION SUMMARY

RETENTION REQUIRED

PHASE I & PHASE II

SITE AREA ——— 14.44 ACRES

CITY OF CHANDLER FORMULA

Vr=D/12*A*C*1.1 D=2.6

RETENTION REQUIRED=

(2.6/12)(14.44)(43560)(0.9)(1.1)=134,922 CU.FT.

RETENTION PROVIDED

BASIN 1 – WITHIN REGIONAL BASIN	29,152 CU.FT.
BASIN 2	97,824 CU.FT.
BASIN 17	7,946 CU.FT.
TOTAL	134,922 CU.FT.

TOTALS

TOTAL RETENTION REQUIRED	134,922 CU.FT.
TOTAL RETENTION PROVIDED	134,922 CU.FT.
EXCESS	0 CU.FT.

LEGEND

- PROPOSED GRADE BREAK
- PROPOSED STORM LINE
- PROPOSED CATCH BASIN
- 75.00P PROPOSED SPOT ELEVATION
- PROPOSED FLOW ARROW
- SECTION CALLOUT

NO.	DATE	REVISION	BY

PURPOSE:

DESIGN BY: CRW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
CIVIL AND SURVEY
8283 N. HAYDEN RD, SUITE 275
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

Registered Professional Engineer (Civil)
CERTIFICATE NO. 35249
JEFF M. HUNTER
Date Signed 10/31/04
ARIZONA U.S.A.

CONCEPTUAL GRADING & DRAINAGE
MEDISERVE
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

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SCALE 1"=60'

SHEET C2 OF 3

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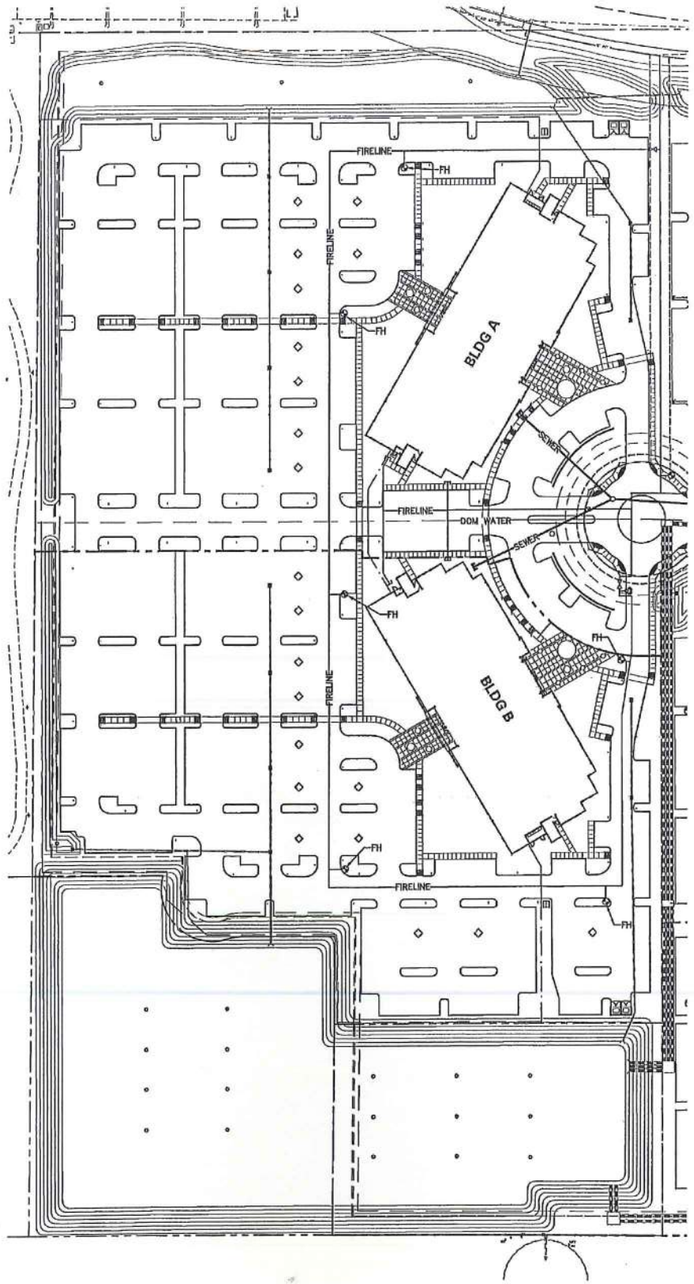
CHANDLER CORPORATE CENTER

PHArchitecture
Patrick Hayes Architecture
RRS & Company
LGE DESIGN BUILD

11.03.05 Page 47



CONCEPTUAL UTILITY PLAN
MEDISERVE
NWC CHANDLER BLVD & MCCLINTOCK DRIVE

0 60 120
SCALE: 1"=120'

LEGEND

W	PROPOSED WATER MAIN
SS	PROPOSED SEWER MAIN
	PROPOSED FIRE HYDRANT
	PROPOSED BACKFLOW PREVENTER
	PROPOSED FIRE DEPARTMENT CONNECTION

NOTE

1.) ON-SITE FIRE AND DOMESTIC WATER SERVICES ARE SUBJECT TO CHANGE DURING FINAL SITE DESIGN AND DEVELOPMENT.
2.) MINIMUM DESIGN SEWER SLOPE SHALL BE 0.0038 FT/FT FOR PUBLIC 8" SANITARY SEWER LINES IN ORDER TO SERVICE THIS DEVLOPMENT.

NO.	DATE	REVISION	BY

PURPOSE:

DESIGN BY: CRW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
CIVIL AND SURVEY
8233 N. HAYDEN RD. SUITE 275
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

CERTIFICATE 33249 HUNTER REGISTERED PROFESSIONAL ENGINEER ARIZONA U.S.A.

CONCEPT UTILITY PLAN
MEDISERVE
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

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HE JOB NO.: LGEC040

SCALE 1"=60'

SHEET C3 OF 3

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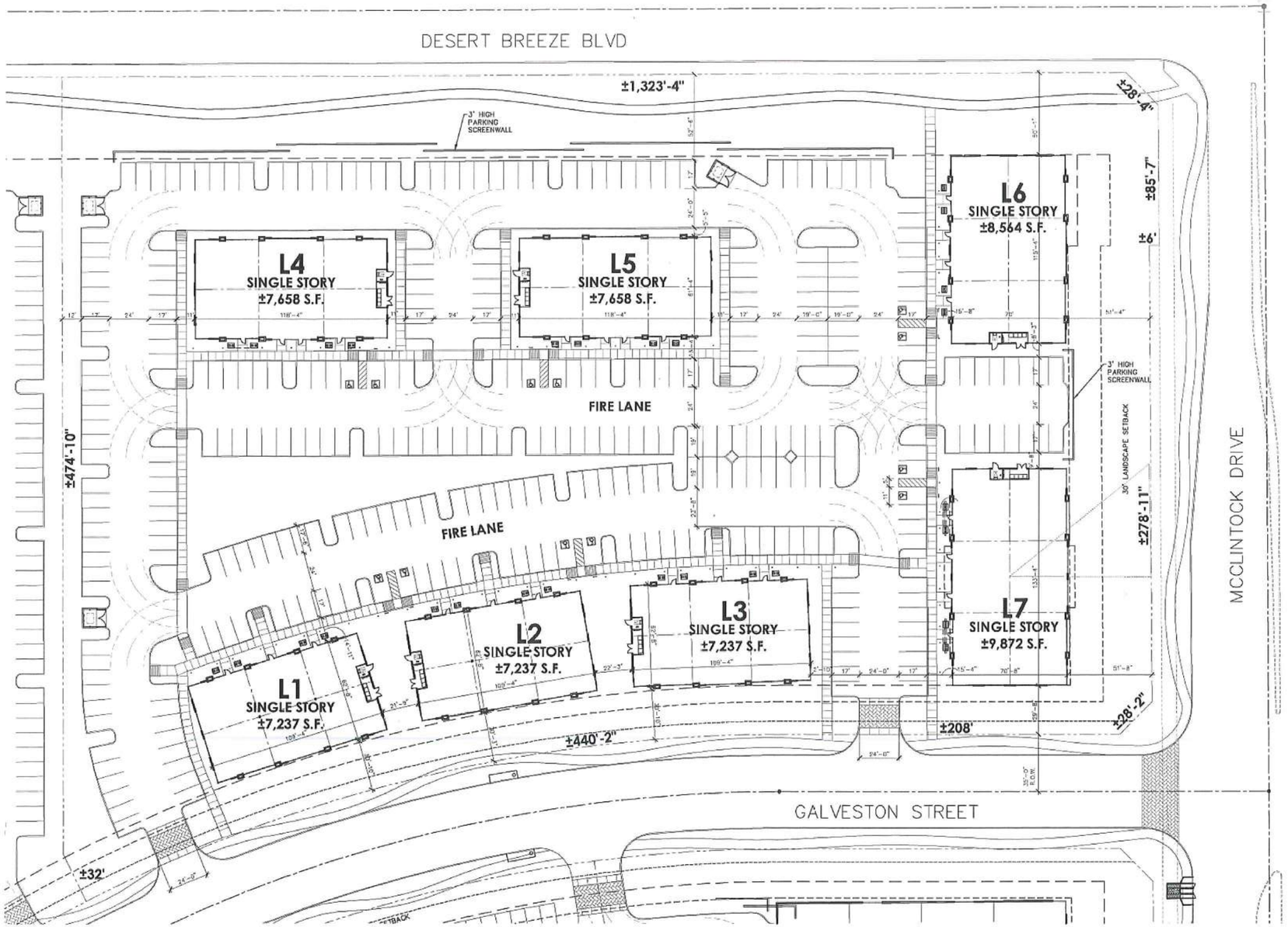

N
NORTH

SCHEMATIC SITE PLAN

SCALE: 1"=30'-0"

0' 15' 30' 60' 120'

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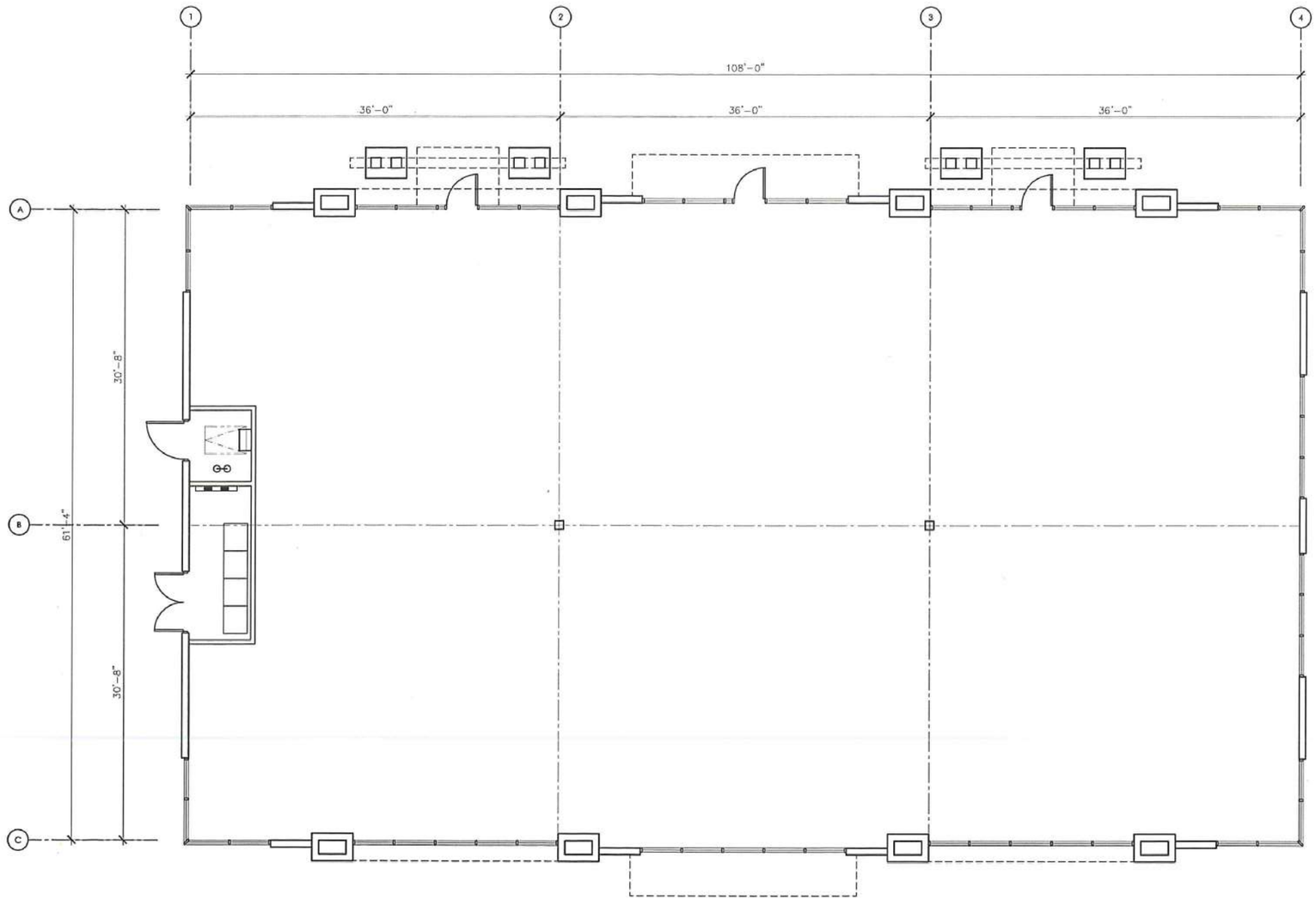

N
NORTH

SCHEMATIC FLOOR PLAN - BUILDING 'L1', 'L2' & 'L3'

3/16" = 1'-0"

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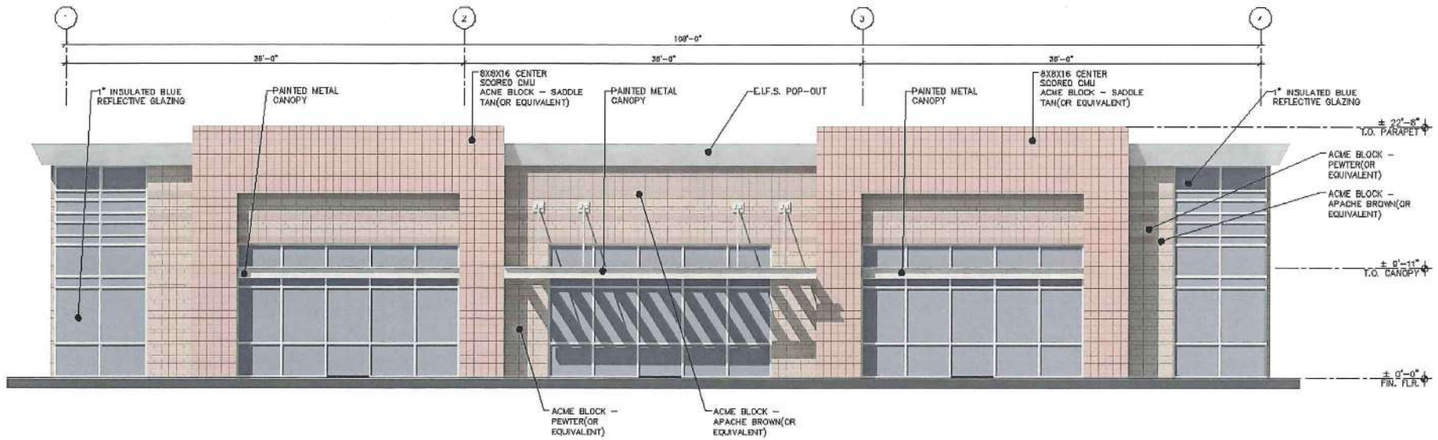
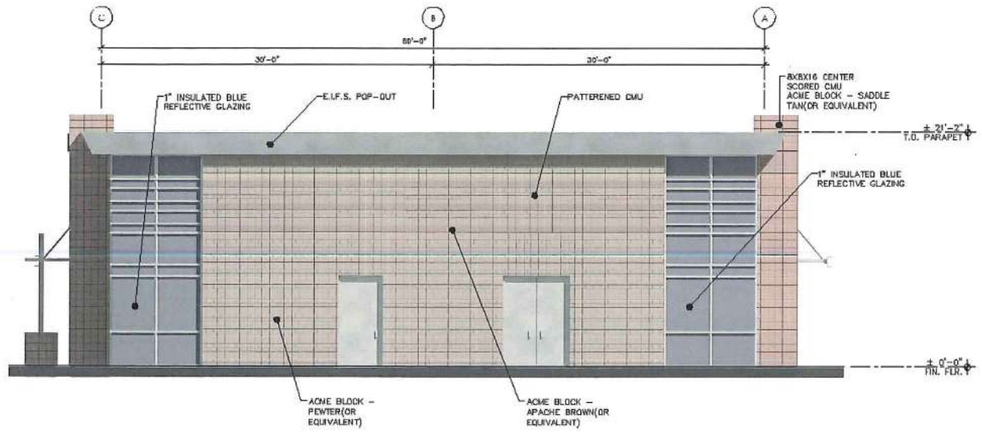


SOUTH ELEVATION - BUILDING L2

SCALE: 3/16"=1'-0"



WEST ELEVATION - BUILDING L2

SCALE: 3/16"=1'-0"

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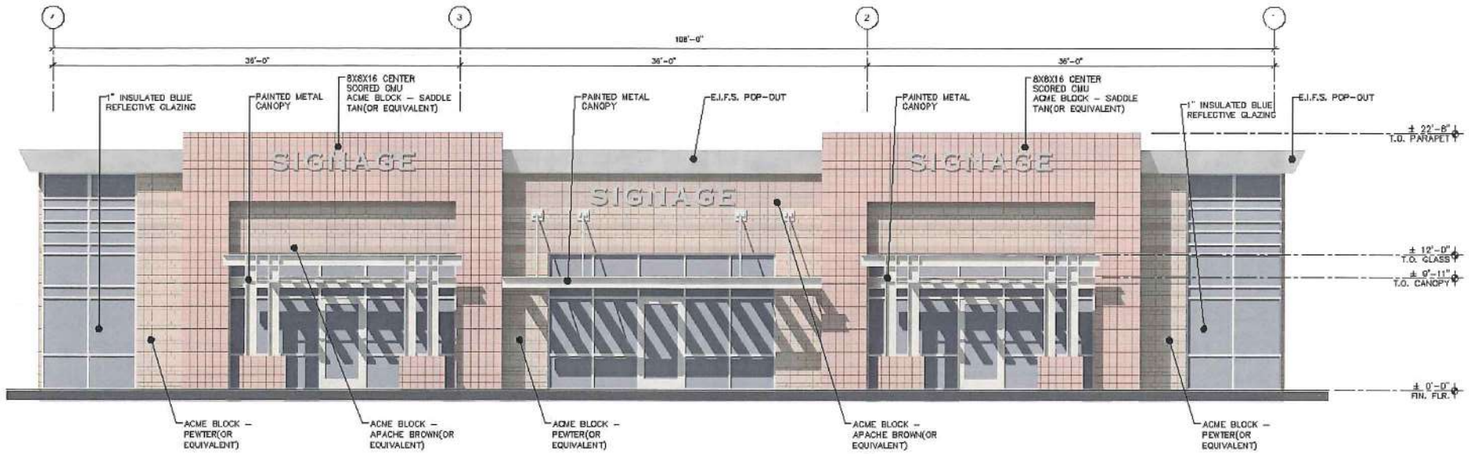
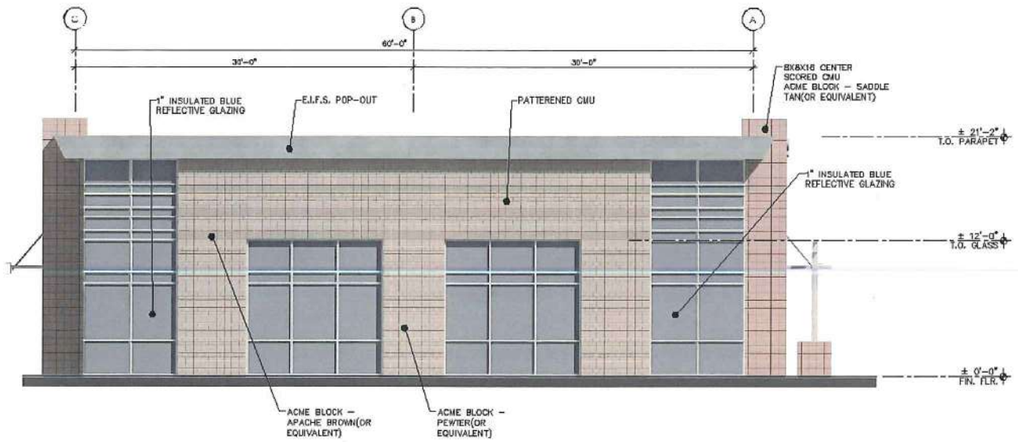


NORTH ELEVATION - BUILDING L2

SCALE: 3/16"=1'-0"



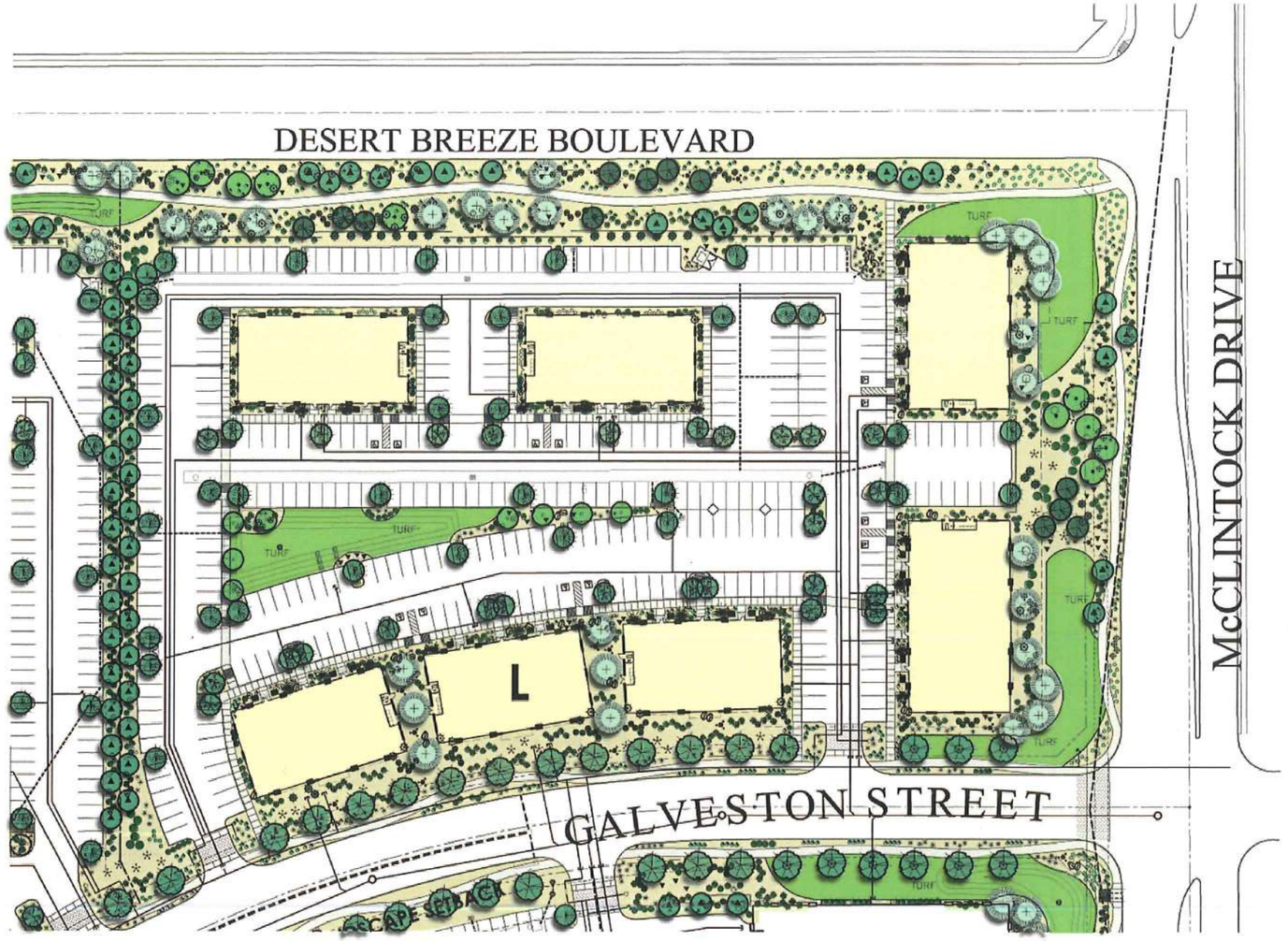
EAST ELEVATION - BUILDING L2

SCALE: 3/16"=1'-0"

LANDSCAPE LEGEND

	HEIGHT	WIDTH	CALIPER
CERCIDIUM FLORIDUM BLUE PALO VERDE 24" BOX	6.0	2.0	0.75
CERCIDIUM PRAECOX PALO BREA 24" BOX	7.0	4.0	1.50
PROSOPIS CHILENSIS CHILEAN MESQUITE (THORNLESS) 24" BOX	8.0	4.0	1.50
ONLEYA TESOTA IRONWOOD 24" BOX	6.0	3.0	1.25
ACAICA STENOPHYLLA SHOESTRING ACACIA 36" BOX	13.0	6.0	2.50
ACAICA STENOPHYLLA SHOESTRING ACACIA 15 GALLON	7.0	2.5	0.75
PROPOSED SALVAGED TREE FROM FUTURE PLANT INVENTORY	VARIES	VARIES	
WASHINGTONIA ROBUSTA MEXICAN FAN PALM 20' TRUNK FT (SKINNED)	20.0		

- RUELLIA PENINSUALRIS BAJA RUELLA 5 GALLON
- NERIUM OLENDER 'PETITE PINK' PETITE PINK 5 GALLON
- LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD SAGE' 5 GALLON
- LEUCOPHYLLUM CANDIDUM SILVER CLOUD SAGE 5 GALLON
- LANTANA MONTEVIDENSIS 'GOLD MOUND' 1 GALLON
- LANTANA MONTEVIDENSIS 'TRAILING PURPLE' 1 GALLON
- DALEA GREGGII TRAILING DALEA 1 GALLON
- 1/2" MINUS WALKER BUTTE 'RED' DECOMPOSED GRANITE 2" DEPTH IN ALL LANDSCAPE AREAS
- AGAVE WEBERII AGAVE 5 GALLON
- HESPERALOE PARVIFLORA RED YUCCA 5 GALLON
- CAESALPINIA MEXICANA MEXICAN BIRD OF PARADISE 5 GALLON
- ACAICA REDOLENS DESERT CARPET 5 GALLON
- AMBROSIA DELTOIDEA BURSAGE 5 GALLON
- BAILEYA MULTIRADIATA DESERT MARIGOLD 1 GALLON
- ENCELIA FARINOSA BRITTLE BUSH 5 GALLON
- JUSTICIA CALIFORNICA CHUPAROSA 5 GALLON
- LARREA TRIDENTATA CREOSOTE BUSH 5 GALLON
- VERBENA RIGIADA SANDPAPER VERBENA 1 GALLON
- YUCCA BACCATA BANANA YUCCA 5 GALLON
- TURF MID-IRON TURF SOD
- 3'x3'x3' SURFACE SELECT GRANITE BOULDER MINIMUM 2000lbs EACH
- 6" EXTRUDED CURB CONCRETE HEADER SEE DETAIL
- SAGUARO SAGUARO 3 ARM MIN.



NORTH

LANDSCAPE PLAN BUILDING'S L

SCALE: 1" = 40'-0"

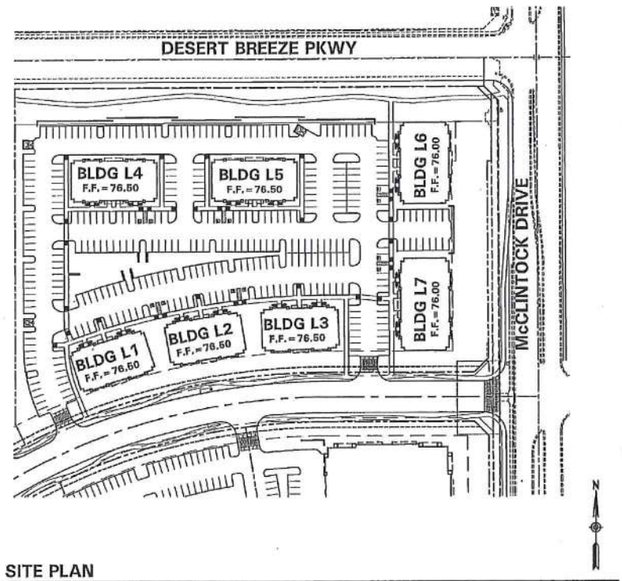
T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
1121 East Missouri Ave., Suite 218
Phoenix, Arizona 85014
(E-MAIL) tjmmcqueen@jmlo.net
(602) 265-0320
FAX 265-0519

COVER SHEET
FOR BUILDINGS L1 THRU L7
FOR
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DRIVE
CHANDLER, ARIZONA

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

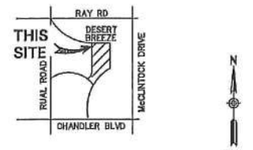
SHEET INDEX

COVER SHEET C1
CONCEPT GRADING AND DRAINAGE PLAN C2
CONCEPT UTILITY PLAN C3



SITE PLAN

N.T.S.



VICINITY MAP

N.T.S.

DEVELOPER/OWNER

LGE CORPORATION
740 N. 52ND STREET SUITE 200
PHOENIX, ARIZONA 85008
PHONE: (602) 966-4001
FAX: (602) 966-9001
CONTACT: FRANK PETTIT

ARCHITECT

PATRICK HAYES ARCHITECTS
15849 N. 71ST STREET SUITE 200
SCOTTSDALE, ARIZONA 85254
PHONE: (480) 556-9000
FAX: (480) 556-9490
CONTACT: TIM THIELKE

CIVIL ENGINEER

HUNTER ENGINEERING, P.C.
8283 N. HAYDEN ROAD SUITE 275
SCOTTSDALE, ARIZONA 85258
PHONE: (480) 991-3985
FAX: (480) 991-3986
CONTACT: JEFF HUNTER

NO.	DATE	REVISION	BY

PURPOSE:

DESIGN BY: CRW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
CIVIL AND SURVEY
8283 N. HAYDEN RD. SUITE 275
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

42104
LARRY M. TALBOTT
Professional Engineer
CERTIFICATE NO.
REGISTERED

COVER SHEET
FOR BUILDINGS L1 THRU L7
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

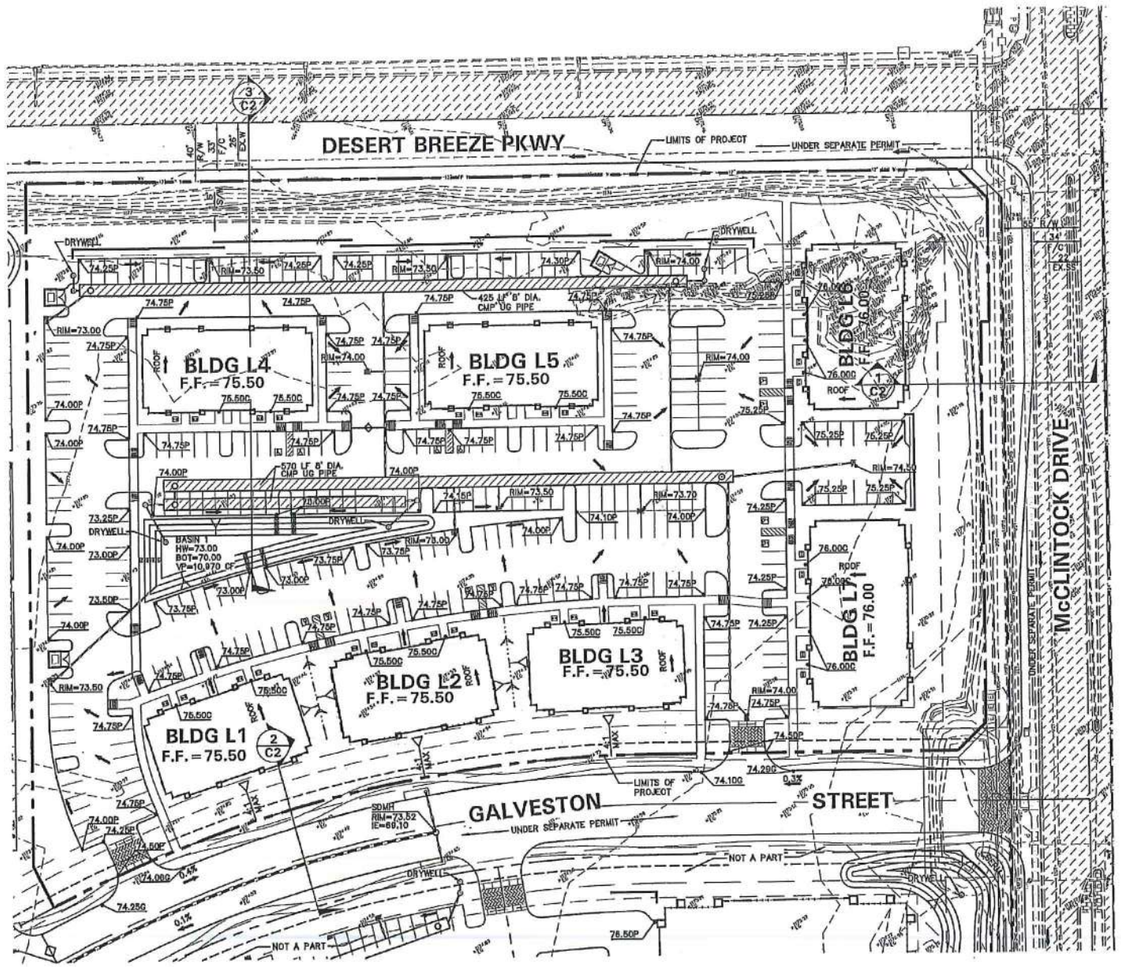
HE JOB NO.: LGEC040

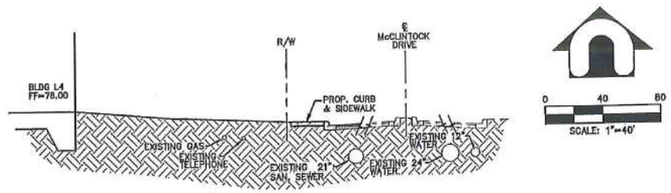
SCALE: N.T.S.

SHEET C1 OF 3

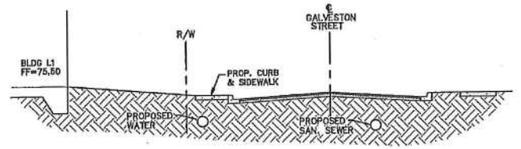
C.O.C. LOG NO. PPT 05-0010

CONCEPTUAL GRADING & DRAINAGE PLAN
BUILDINGS L1 THRU L7
CHANDLER CORPORATE CENTER

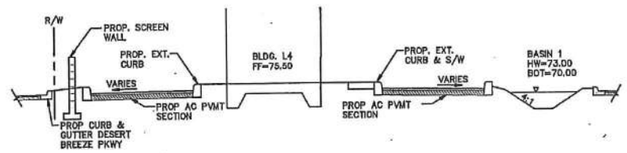




1 TYPICAL SECTION N.T.S.



2 TYPICAL SECTION N.T.S.



3 TYPICAL SECTION N.T.S.

RETENTION SUMMARY

RETENTION REQUIRED
SITE AREA — 6.52 ACRES
CITY OF CHANDLER FORMULA
Vr=D/12*A*C*1.1 D=2.6

RETENTION REQUIRED=
(2.6/12)(6.52)(43560)(0.9)(1.1)=60,917 CU.FT.

RETENTION PROVIDED
BASIN 1 — 10,970 CU.FT.
UNDERGROUND RETENTION — 49,989 CU.FT.
UNDERGROUND TOTAL — 60,959 CU.FT.

TOTALS
TOTAL RETENTION REQUIRED — 60,917 CU.FT.
TOTAL RETENTION PROVIDED — 60,959 CU.FT.
EXCESS — 42 CU.FT.

LEGEND

- PROPOSED GRADE BREAK
- PROPOSED STORM LINE
- PROPOSED CATCH BASIN
- 75.00P PROPOSED SPOT ELEVATION
- PROPOSED FLOW ARROW
- SECTION CALLOUT

0 40 80
SCALE: 1"=40'

NO.	DATE	REVISION	BY
		PERMROSE	

DESIGN BY: CRW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
CIVIL AND SURVEY
8283 N. HAYDEN RD. SUITE 275
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3988

CERTIFICATE 42104 LARRY M. TALBOTT REGISTERED PROFESSIONAL ENGINEER ARIZONA U.S.A.

CONCEPTUAL GRADING & DRAINAGE
BUILDINGS L1 THRU L7
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

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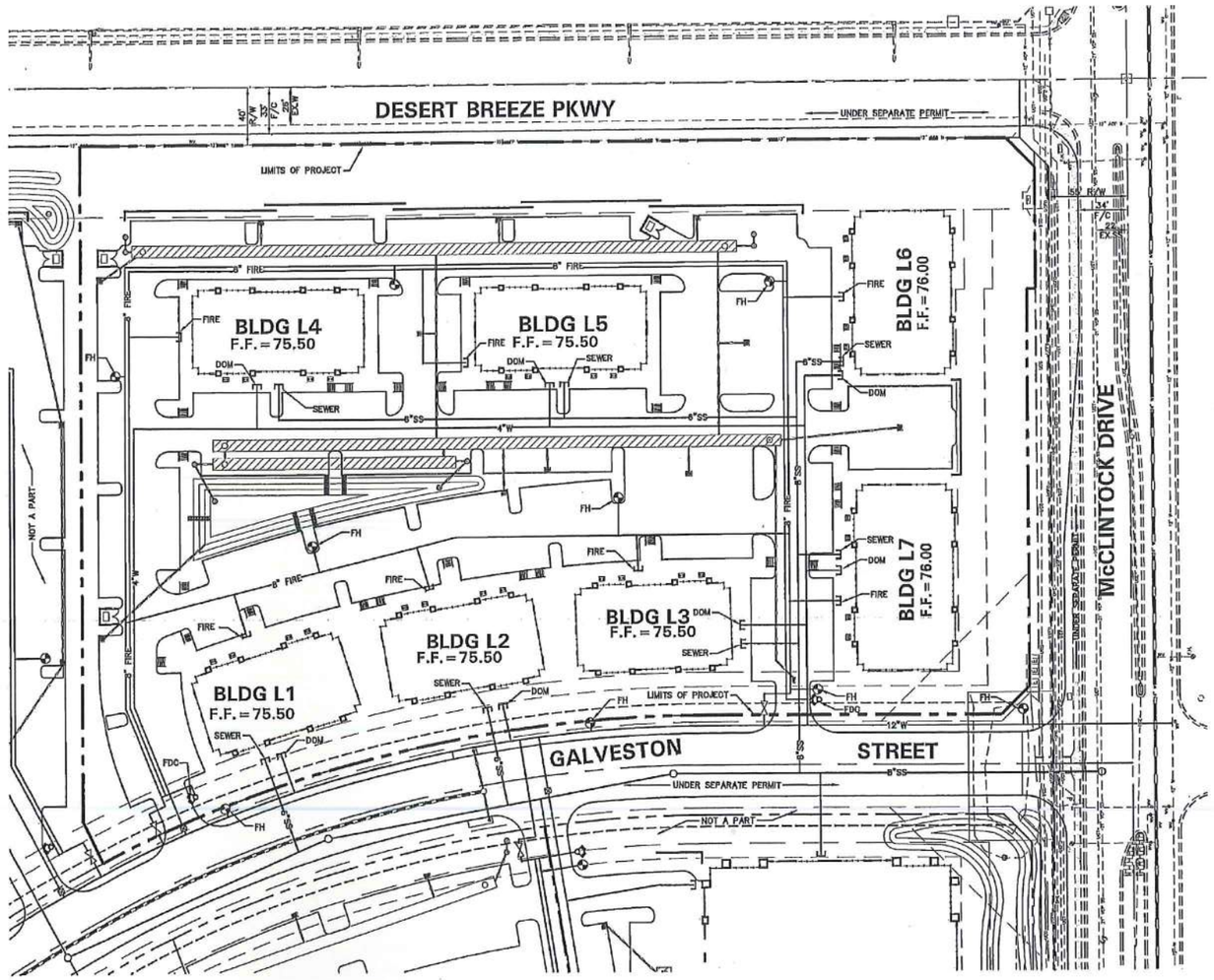
HE JOB NO: LGEC040

SCALE 1"=40'

SHEET C2 OF 3

C.O.C. LOG NO. PPT 05-0010

CONCEPTUAL UTILITY PLAN
BUILDINGS L1 THRU L7
NWC CHANDLER BLVD & MCCLINTOCK DRIVE



0 40 80
SCALE: 1"=40'

LEGEND

W	PROPOSED WATER MAIN
SS	PROPOSED SEWER MAIN
	PROPOSED FIRE HYDRANT
	PROPOSED BACKFLOW PREVENTER
	PROPOSED FIRE DEPARTMENT CONNECTION

NOTE

1.) ON-SITE FIRE AND DOMESTIC WATER SERVICES ARE SUBJECT TO CHANGE DURING FINAL SITE DESIGN AND DEVELOPMENT.
2.) MINIMUM DESIGN SEWER SLOPE SHALL BE 0.0038 FT/FT FOR PUBLIC 8" SANITARY SEWER LINES IN ORDER TO SERVICE THIS DEVLOPMENT.

NO.	DATE	REVISION	BY

PURPOSE

DESIGN BY: CRW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
CIVIL AND SURVEY
8283 N. HAYDEN RD, SUITE 275
SCOTTSDALE, AZ 85258
P 480 991 3985
F 480 991 3986

43124
LARRY M. TALBOTT
REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE NO.
ARIZONA U.S.A.

CONCEPT UTILITY PLAN
BLDGS L1 THRU L7
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

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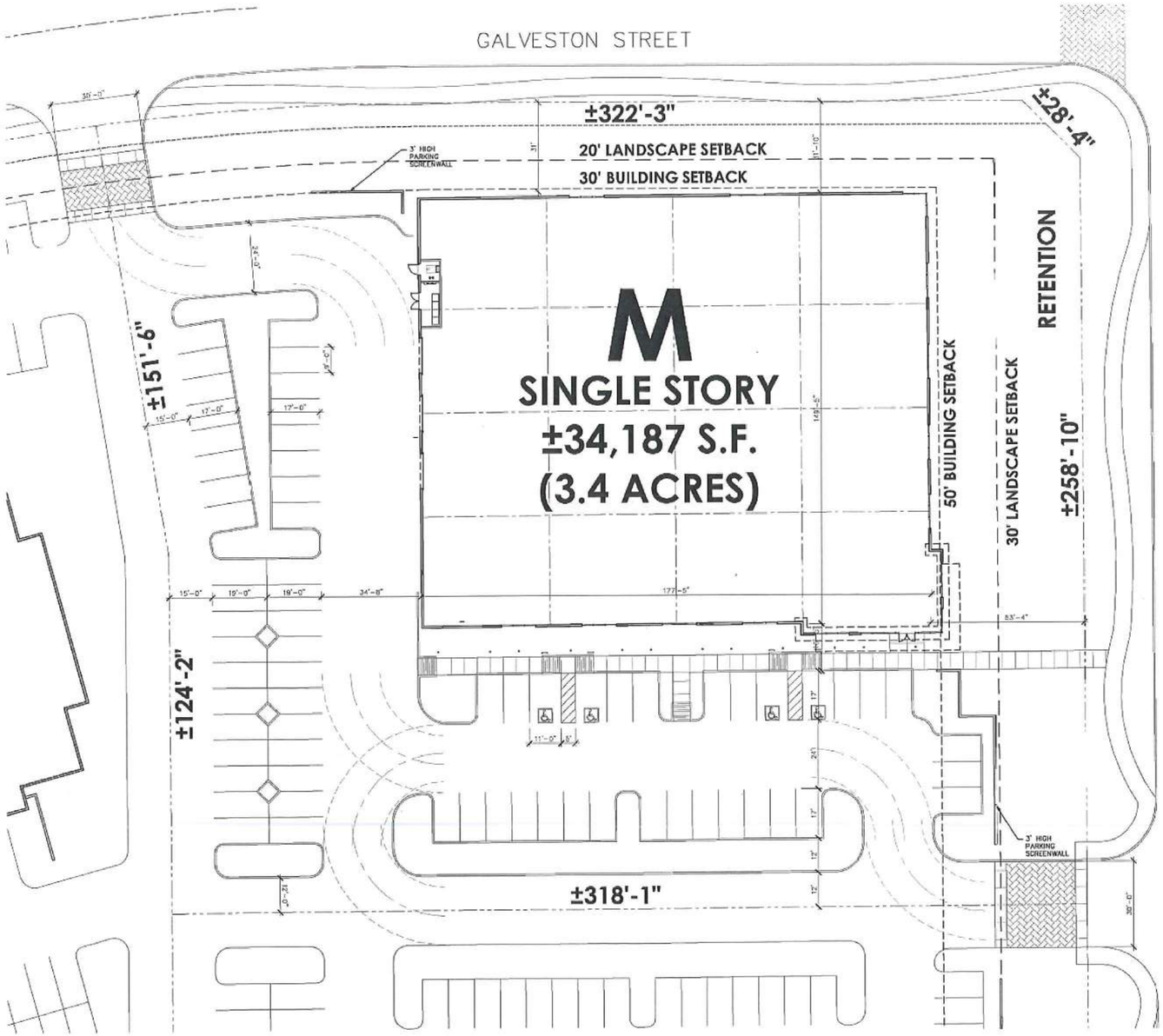
HE JOB NO.: LGEC040

SCALE 1"=40'

SHEET C3 OF 3

C.O.C. LOG NO. PPT 05-0010

All Warehouse/Industrial Buildings shall be in general conformance with the attached PDP.



N

NORTH

SCHEMATIC SITE PLAN - BUILDING M

SCALE: 1"=20'-0"

5' 20' 80'

0' 10' 40'

PHArchitecture
Patrick Hayes Architecture

RRS & Company

LGE DESIGN BUILD

CHANDLER CORPORATE CENTER

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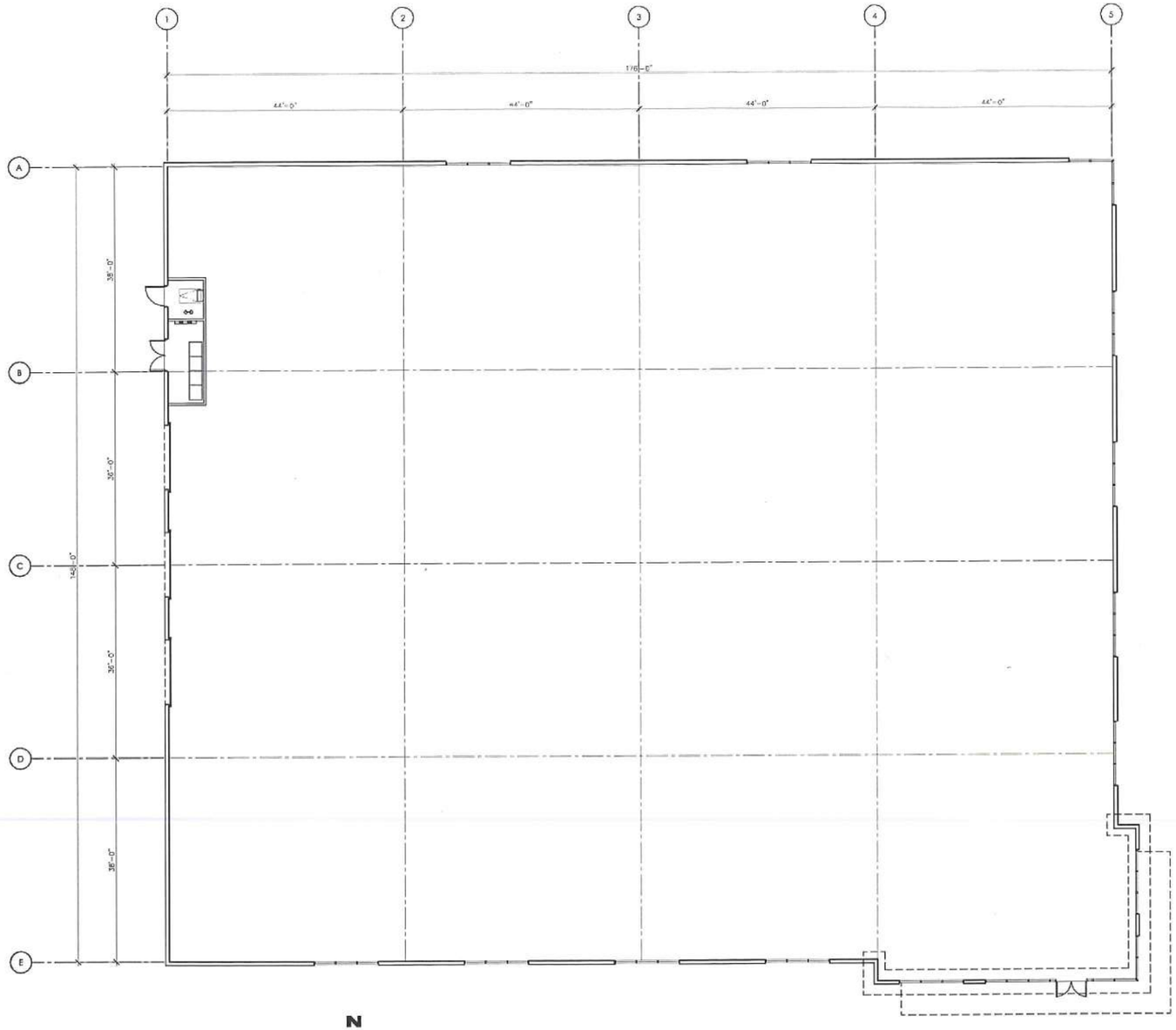

N
NORTH

SCHEMATIC FLOOR PLAN - BUILDING 'M'

3/32" = 1'-0"

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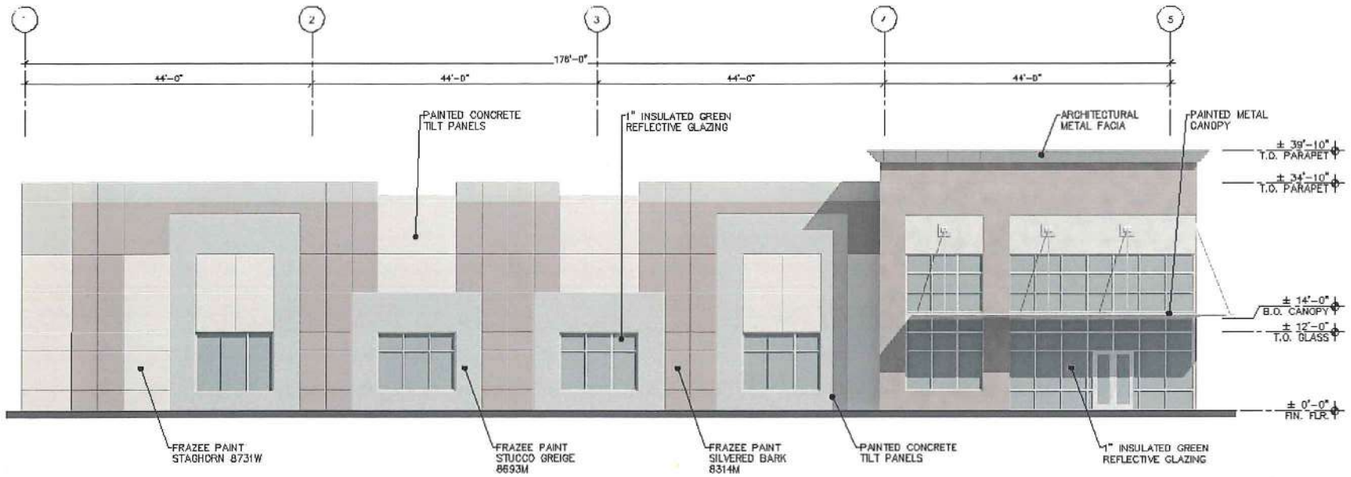
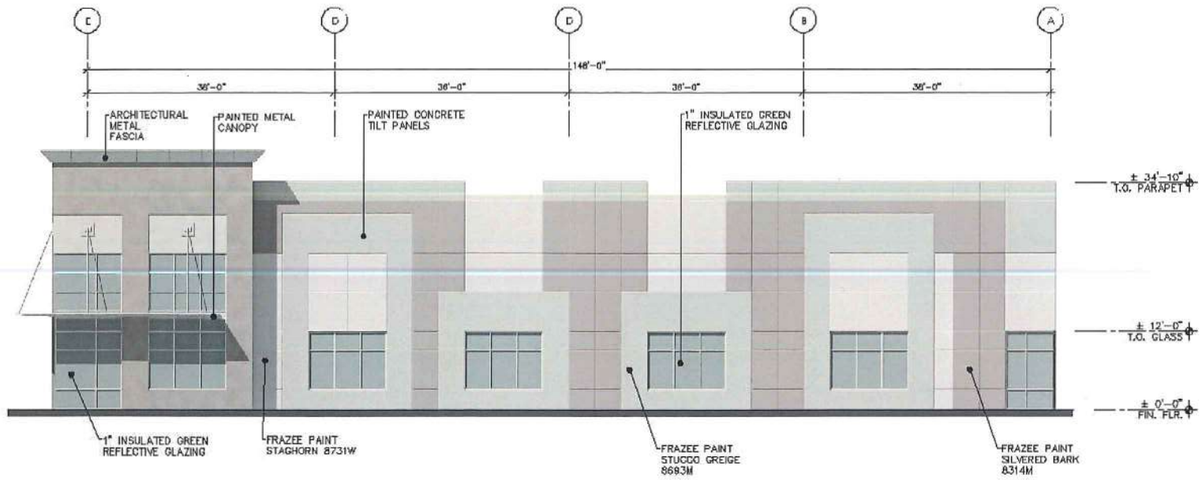


SOUTH ELEVATION - BUILDING M

SCALE: 3/32"=1'-0"



EAST ELEVATION - BUILDING M

SCALE: 3/32"=1'-0"

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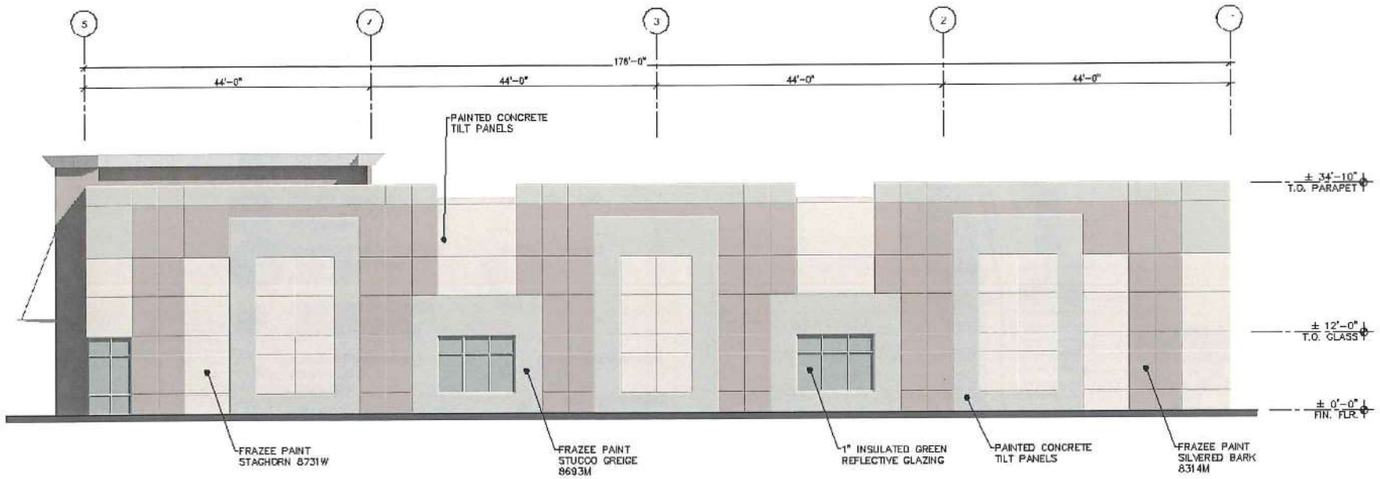
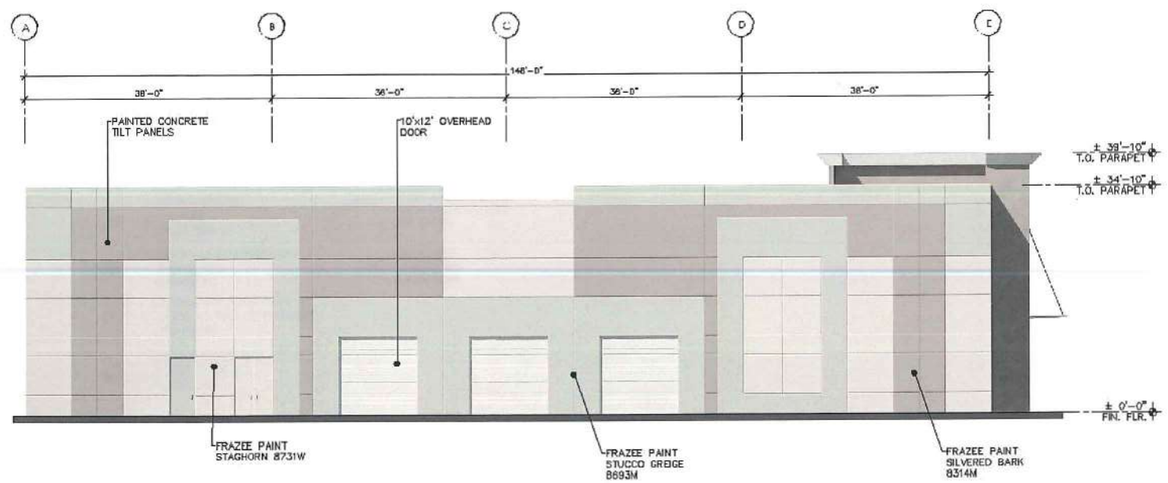


NORTH ELEVATION - BUILDING M

SCALE: 3/32"=1'-0"



WEST ELEVATION - BUILDING M

SCALE: 3/32"=1'-0"

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LANDSCAPE LEGEND

	HEIGHT	WIDTH	CALIPER
CERCIDIUM FLORDIDUM BLUE PALO VERDE 24" BOX	6.0	2.0	0.75
CERCIDIUM PRAECOX PALO BREA 24" BOX	7.0	4.0	1.50
PROSOPIS CHILENSIS CHILEAN MESQUITE (THORNLESS) 24" BOX	8.0	4.0	1.50
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ACAICA STENOPHYLLA SHOESTRING ACACIA 15 GALLON	7.0	2.5	0.75
PROPOSED SALVAGED TREE FROM FUTURE PLANT INVENTORY	VARIES	VARIES	
WASHINGTONIA ROBUSTA MEXICAN FAN PALM 20' TRUNK FT (SKINNED)	20.0		

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- NERIUM OLENDER 'PETITE PINK' PETITE PINK 5 GALLON
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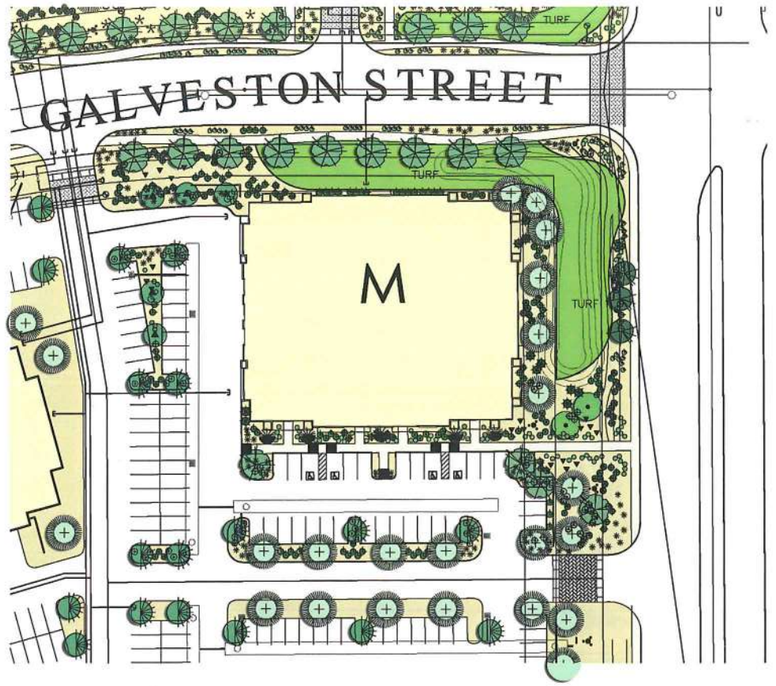
- JUSTICIA CALIFORNICA CHUPAROSA 5 GALLON
- LARREA TRIDENTATA CREOSOTE BUSH 5 GALLON
- VERBENA RIGIADA SANDPAPER VERBENA 1 GALLON
- YUCCA BACCATA BANANA YUCCA 5 GALLON
- TURF MID-IRON TURF SOD
- 3'x3'x3' SURFACE SELECT GRANITE BOULDER MINIMUM 2000lbs EACH
- 6" EXTRUDED CURB CONCRETE HEADER SEE DETAIL
- SAGUARO SAGUARO 3 ARM MIN.



NORTH

LANDSCAPE PLAN BUILDING M

SCALE: 1" = 30'-0"

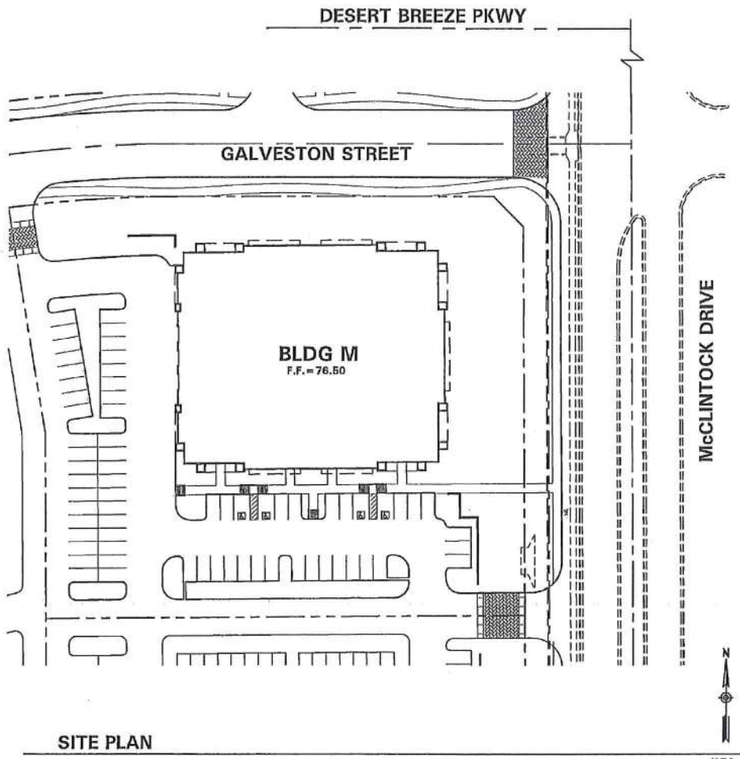
T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
1121 East Missouri Ave., Suite 218
Phoenix, Arizona 85014
(E-MAIL) timmcqueen@ijmla.net
(602) 265-0320
FAX 266-6619

COVER SHEET
FOR BUILDING M
FOR
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DRIVE
CHANDLER, ARIZONA

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

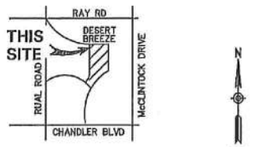
SHEET INDEX

COVER SHEET.....C1
CONCEPT GRADING AND DRAINAGE PLAN.....C2
CONCEPT UTILITY PLAN.....C3



SITE PLAN

N.T.S.



VICINITY MAP

N.T.S.

DEVELOPER/OWNER

LGE CORPORATION
740 N. 52ND STREET SUITE 200
PHOENIX, ARIZONA 85008
PHONE: (602) 966-4001
FAX: (602) 966-9001
CONTACT: FRANK PETTIT

ARCHITECT

PATRICK HAYES ARCHITECTS
15849 N. 71ST STREET SUITE 200
SCOTTSDALE, ARIZONA 85254
PHONE: (480) 556-9000
FAX: (480) 556-9490
CONTACT: TIM THIELKE

CIVIL ENGINEER

HUNTER ENGINEERING, P.C.
8283 N. HAYDEN ROAD SUITE 275
SCOTTSDALE, ARIZONA 85258
PHONE: (480) 991-3985
FAX: (480) 991-3986
CONTACT: JEFF HUNTER

NO.	DATE	REVISION	BY

PURPOSE:

DESIGN BY: CRW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
CIVIL AND SURVEY
8283 N. HAYDEN RD. SUITE 275
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

35249 JEFF M. HUNTER
REGISTERED PROFESSIONAL ENGINEER
ARIZONA, U.S.A.

COVER SHEET
FOR BUILDING M
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

HE JOB NO.: LGEC040

SCALE: N.T.S.

SHEET: C1 OF 3

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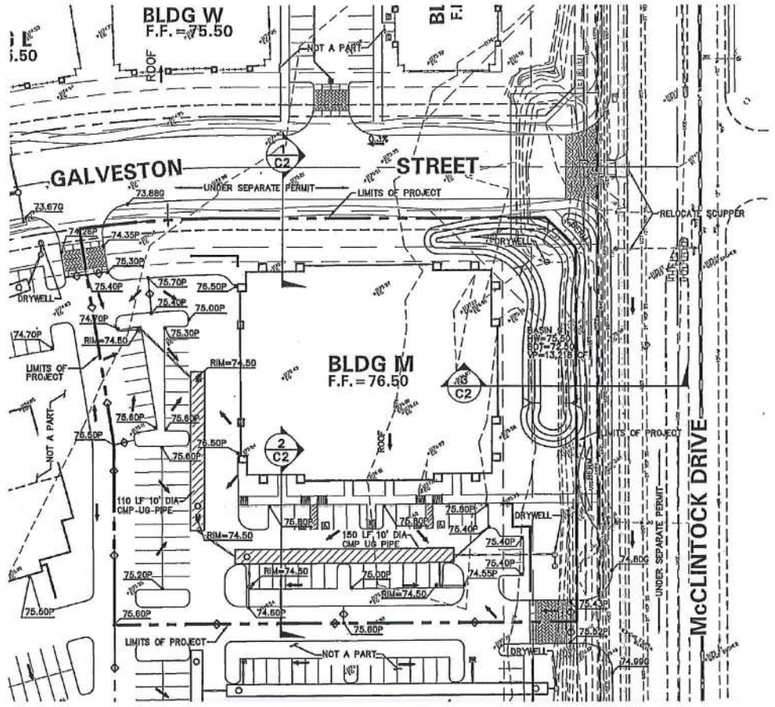
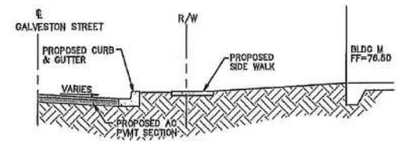
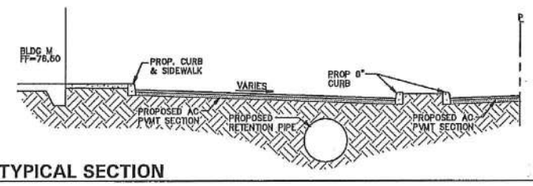
C.O.C. LOG NO. PPT 05-0010

CONCEPTUAL GRADING & DRAINAGE PLAN
BUILDING M
CHANDLER CORPORATE CENTER





1 TYPICAL SECTION N.T.S.



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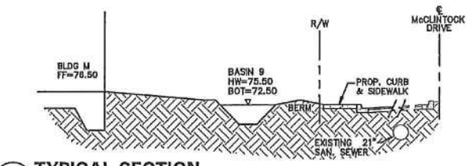

3 TYPICAL SECTION N.T.S.

RETENTION SUMMARY

RETENTION REQUIRED
SITE AREA — 2.16
CITY OF CHANDLER FORMULA
Vr=D/12*A*C*1.1 D=2.6

RETENTION REQUIRED=
(2.6/12)(2.16)(43560)(0.9)(1.1)=20,182 CU.FT.

RETENTION PROVIDED
UNDERGROUND RETENTION — 20,420 CU.FT.
UNDERGROUND TOTAL — 20,420 CU.FT.
BASIN 9 (OFFSITE RETENTION)

TOTALS
TOTAL RETENTION REQUIRED — 20,182 CU.FT.
TOTAL RETENTION PROVIDED — 20,420 CU.FT.
EXCESS — 238 CU.FT.

LEGEND

- PROPOSED GRADE BREAK
- PROPOSED STORM LINE
- PROPOSED CATCH BASIN
- 75.00P PROPOSED SPOT ELEVATION
- PROPOSED FLOW ARROW
- SECTION CALLOUT

0 40 80
SCALE: 1"=40'

NO.	DATE	REVISION	BY

PURPOSE:

DESIGN BY: CRW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
CIVIL AND SURVEY
8283 N. HAYDEN RD, SUITE 275
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

Registered Professional Engineer (Civil)
CERTIFICATE NO. 35249
JEFF M. HUNTER
ARIZONA U.S.A.

CONCEPTUAL GRADING & DRAINAGE
BUILDING M
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

HE JOB NO.: LGEC040

SCALE 1"=40'

SHEET C2 OF 3

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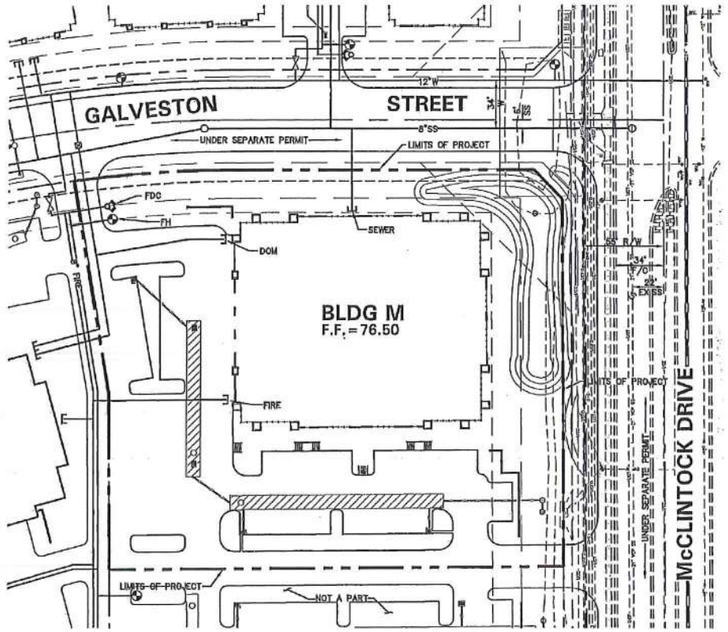
C.O.C. LOG NO. PPT 05-0010

CHANDLER CORPORATE CENTER
PHArchitecture
Patrick Hayes Architecture
RRS & Company
LGE DESIGN BUILD
11.03.05 Page 65

CONCEPTUAL UTILITY PLAN
BUILDING M
CHANDLER CORPORATE CENTER



LEGEND

—— W ——	PROPOSED WATER MAIN
—— SS ——	PROPOSED SEWER MAIN
⊗	PROPOSED FIRE HYDRANT
⋈	PROPOSED BACKFLOW PREVENTER
⌂	PROPOSED FIRE DEPARTMENT CONNECTION

NOTE

1.) ON-SITE FIRE AND DOMESTIC WATER SERVICES ARE SUBJECT TO CHANGE DURING FINAL SITE DESIGN AND DEVELOPMENT.
2.) MINIMUM DESIGN SEWER SLOPE SHALL BE 0.0038 FT/FT FOR PUBLIC 8" SANITARY SEWER LINES IN ORDER TO SERVICE THIS DEVLOPMENT.

NO.	DATE	REVISION	BY

PURPOSE:

DESIGN BY: CRW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
CIVIL AND SURVEY
8283 N. HAYDEN RD, SUITE 275
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

Registered Professional Engineer (Civil)
CERTIFICATE NO. 35249
JEFF M. HUNTER
Date Signed
ARIZONA, U.S.A.

CONCEPT UTILITY PLAN
BUILDING M
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

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HE JOB NO.: LGEC040

SCALE 1"=40'

SHEET C3 OF 3

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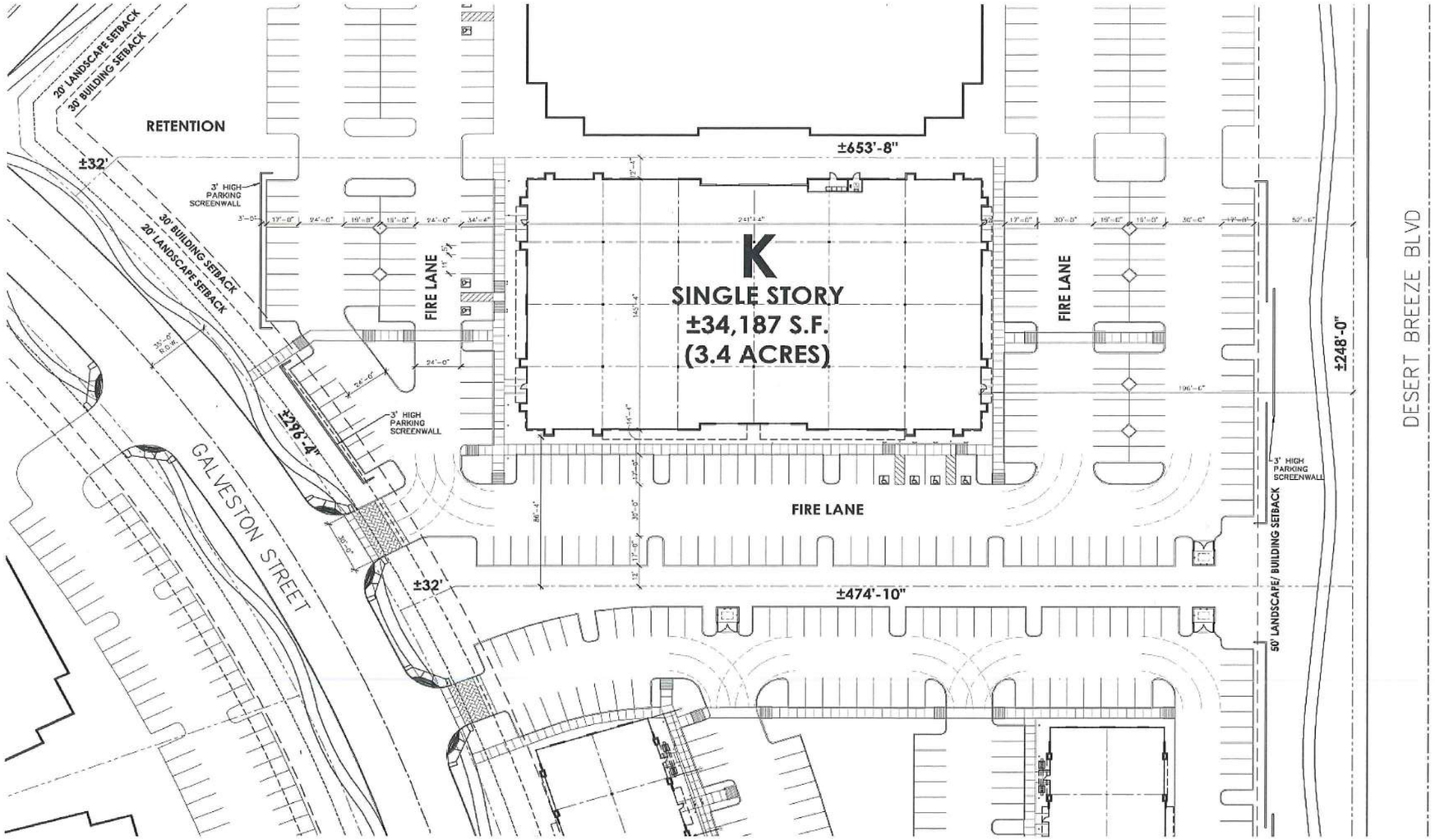
C.O.C. LOG NO. PPT 05-0010

CHANDLER CORPORATE CENTER

All Flex Offices shall be in general conformance with the attached PDP.



SCHEMATIC SITE PLAN - BUILDING K

SCALE: 1"=30'-0"

0' 15' 30' 60' 120'

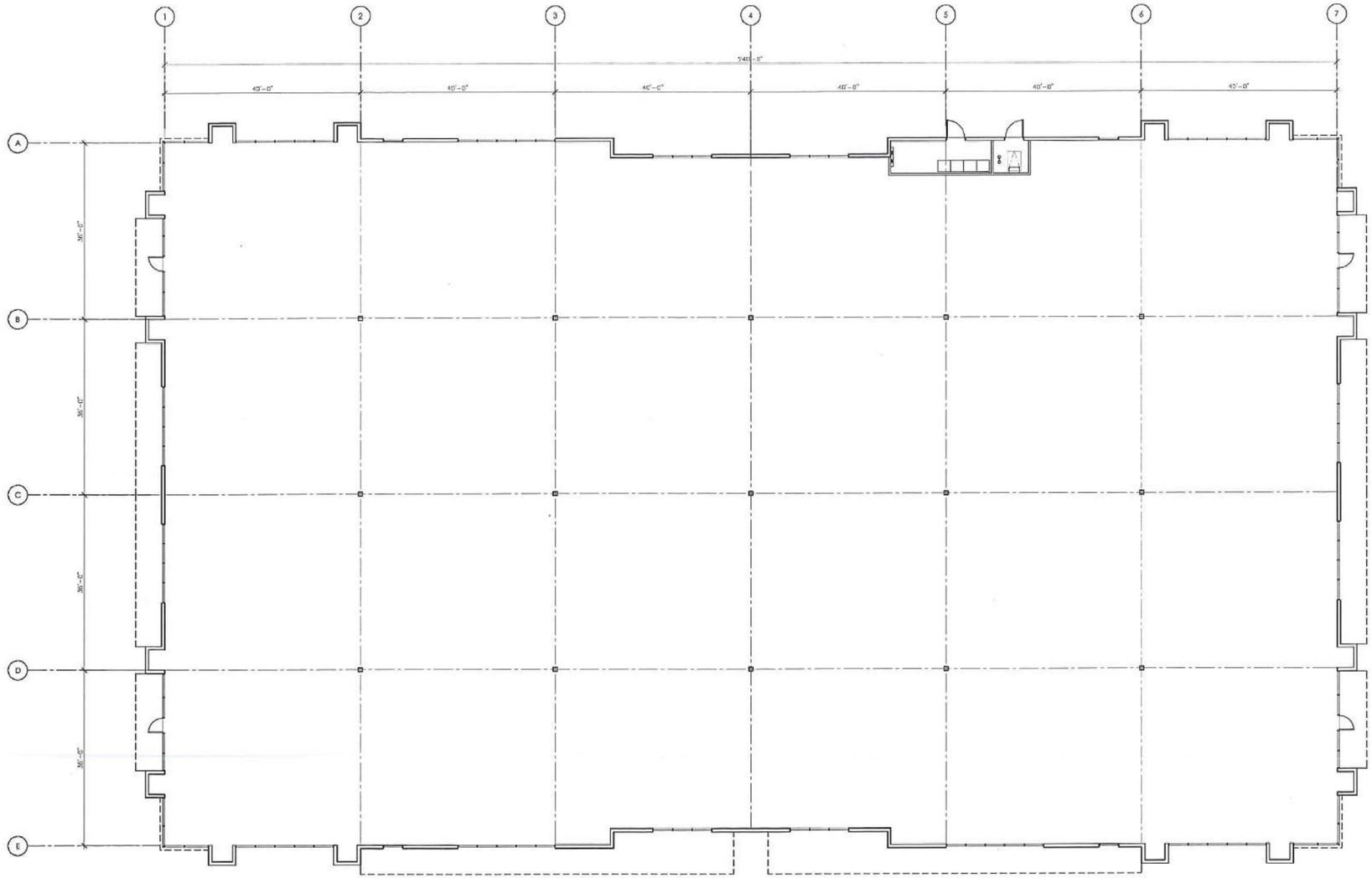
CHANDLER CORPORATE CENTER

PHArchitecture
Patrick Hayes Architecture

RRS & Company

LGE DESIGN BUILD

THE INFORMATION REPRESENTED WITHIN THIS DOCUMENT IS BASED UPON CONCEPTUAL INFORMATION. ALL CALCULATIONS AND DATA ARE APPROXIMATE AND SUBJECT TO CHANGE. THIS DOCUMENT IS AN INSTRUMENT OF PROFESSIONAL SERVICE AND IS THE PROPERTY OF PATRICK HAYES ARCHITECTURE AND SHALL REMAIN THEIR PROPERTY. THE INFORMATION CONTAINED HEREIN IS INCOMPLETE UNLESS USED IN CONJUNCTION WITH PATRICK HAYES ARCHITECTURE'S INTERPRETATIONS, DECISIONS, OBSERVATIONS AND ADMINISTRATIONS AND SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH IT WAS PREPARED. USE OR REPRODUCTION OF THESE DOCUMENTS IN WHOLE OR IN PART, WITHOUT THE WRITTEN CONSENT OF PATRICK HAYES ARCHITECTURE, IS IN VIOLATION OF COMMON LAW COPYRIGHTS, STATUTORY AND OTHER RESERVED RIGHTS. REFER TO ACT 17 U.S.C. PAR. 501 (1990) WHICH PREEMPTS STATE AND LOCAL PUBLIC RECORDS ACT. REFER TO ACT 17 U.S.C. PAR. 30 (1991)



NORTH N

SCHEMATIC FLOOR PLAN - BUILDING 'K'

3/32" = 1'-0"

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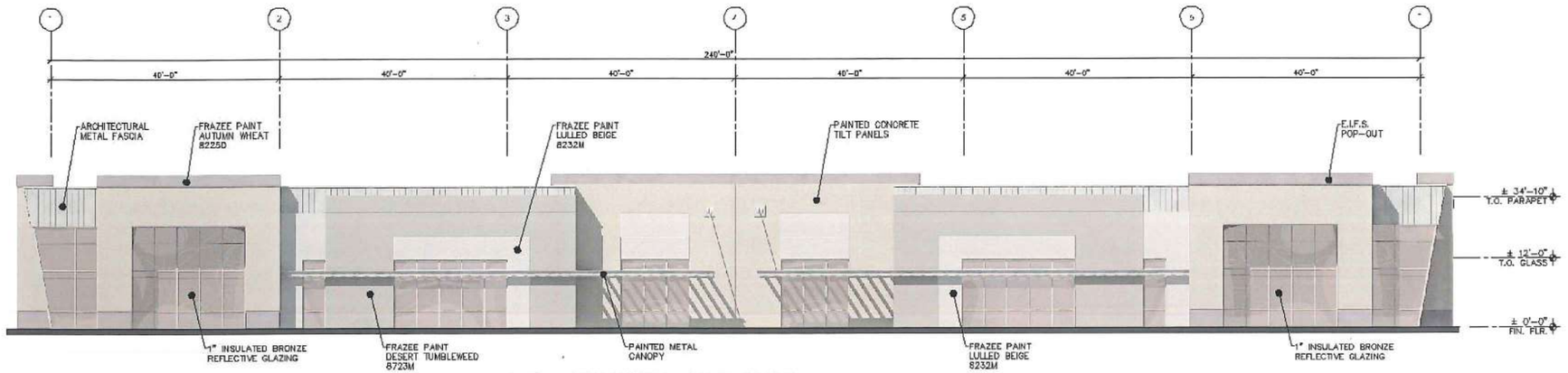
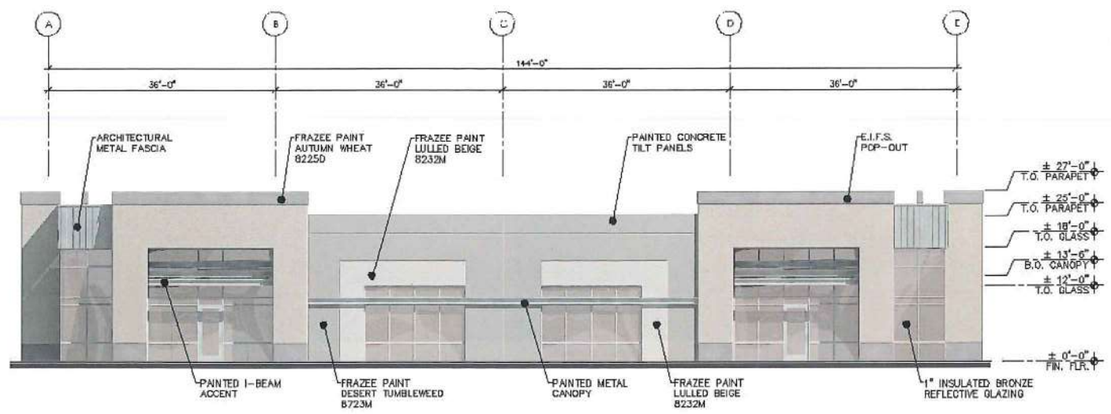


EAST ELEVATION - BUILDING K

SCALE: 3/32"=1'-0"



SOUTH ELEVATION - BUILDING K

SCALE: 3/32"=1'-0"

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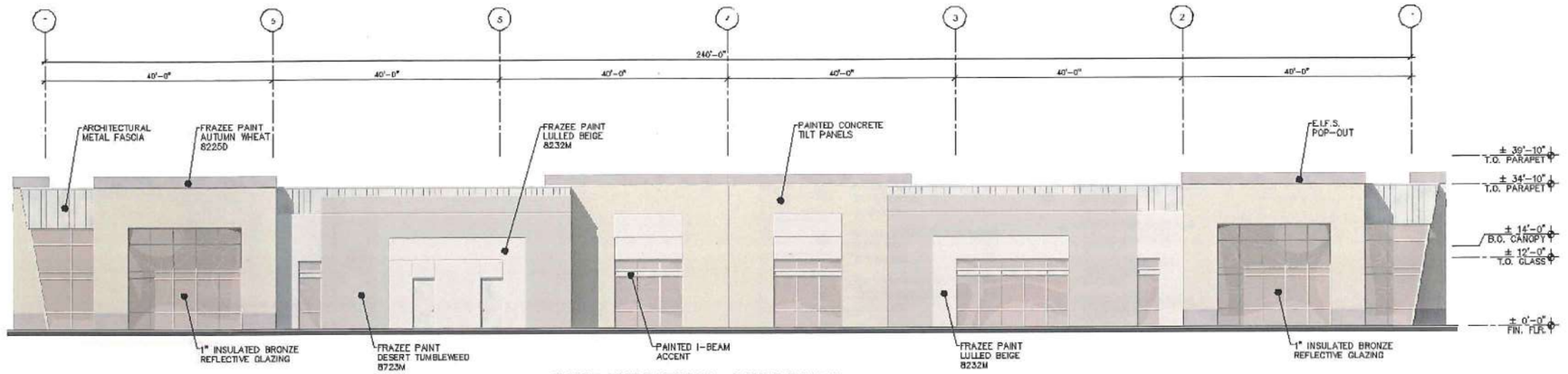
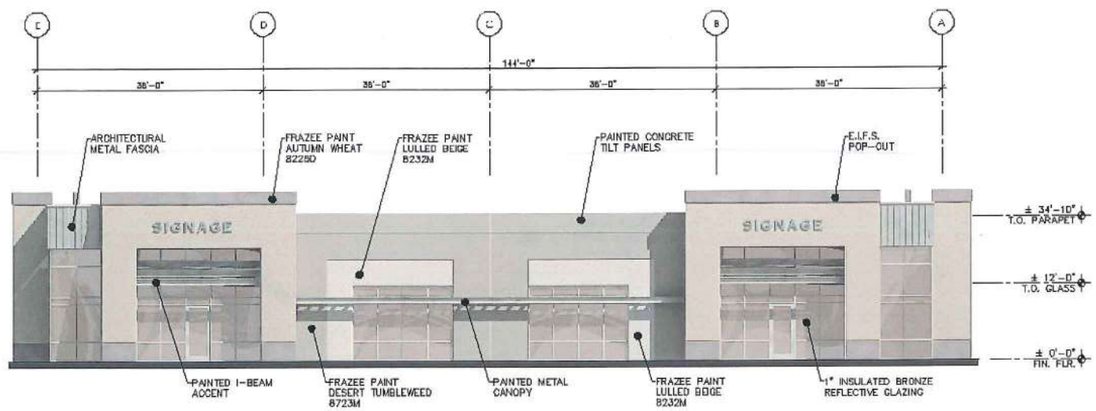


WEST ELEVATION - BUILDING K

SCALE: 3/32"=1'-0"



NORTH ELEVATION - BUILDING K

SCALE: 3/32"=1'-0"

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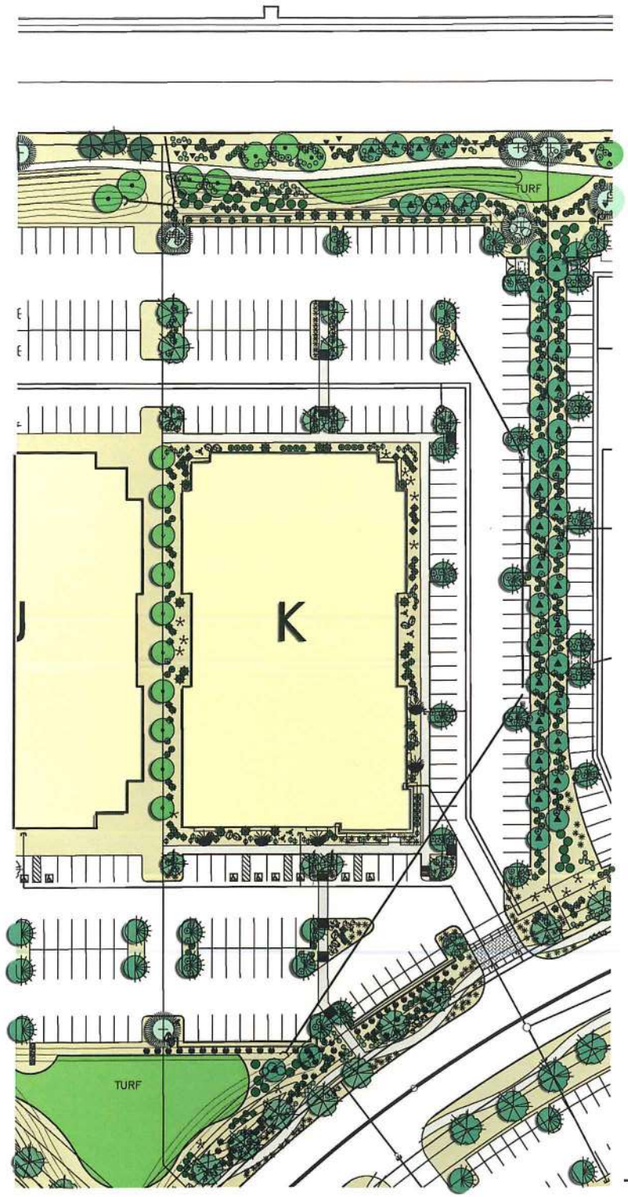

NORTH

LANDSCAPE PLAN BUILDING K

SCALE: 1" = 40'-0"

LANDSCAPE LEGEND

	HEIGHT	WIDTH	CALIPER
CERCIDIUM FLORDIDUM BLUE PALO VERDE 24" BOX	6.0	2.0	0.75
CERCIDIUM PRAECOX PALO BREA 24" BOX	7.0	4.0	1.50
PROSOPIS CHILENSIS CHILEAN MESQUITE (THORNLESS) 24" BOX	8.0	4.0	1.50
ONLEYA TESOTA IRONWOOD 24" BOX	6.0	3.0	1.25
ACAICA STENOPHYLLA SHOESTRING ACACIA 36" BOX	13.0	6.0	2.50
ACAICA STENOPHYLLA SHOESTRING ACACIA 15 GALLON	7.0	2.5	0.75
PROPOSED SALVAGED TREE FROM FUTURE PLANT INVENTORY	VARIES	VARIES	
WASHINGTONIA ROBUSTA MEXICAN FAN PALM 20' TRUNK FT (SKINNED)	20.0		

- RUELLIA PENINSUALRIS BAJA RUELLA 5 GALLON
- NERIUM OLENDER 'PETITE PINK' PETITE PINK 5 GALLON
- LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD SAGE' 5 GALLON
- LEUCOPHYLLUM CANDIDUM SILVER CLOUD SAGE 5 GALLON
- LANTANA MONTEVIDENSIS 'GOLD MOUND' 1 GALLON
- LANTANA MONTEVIDENSIS 'TRAILING PURPLE' 1 GALLON
- DALEA GREGGII TRAILING DALEA 1 GALLON
- 1/2" MINUS WALKER BUTTE 'RED' DECOMPOSED GRANITE 2" DEPTH IN ALL LANDSCAPE AREAS
- AGAVE WEBERII AGAVE 5 GALLON
- HESPERALOE PARVIFLORA RED YUCCA 5 GALLON
- CAESALPINIA MEXICANA MEXICAN BIRD OF PARADISE 5 GALLON
- ACAICA REDOLENS DESERT CARPET 5 GALLON
- AMBROSIA DELTOIDEA BURSAGE 5 GALLON
- BAILEYA MULTIRADIATA DESERT MARIGOLD 1 GALLON
- ENCELIA FARINOSA BRITTLE BUSH 5 GALLON
- JUSTICIA CALIFORNICA CHUPAROSA 5 GALLON
- LARREA TRIDENTATA CREOSOTE BUSH 5 GALLON
- VERBENA RIGIADA SANDPAPER VERBENA 1 GALLON
- YUCCA BACCATA BANANA YUCCA 5 GALLON
- MID-IRON TURF TURF SOD
- 3'x3'x3' SURFACE SELECT GRANITE BOULDER MINIMUM 2000lbs EACH
- 6" EXTRUDED CURB CONCRETE HEADER SEE DETAIL
- SAGUARO SAGUARO 3 ARM MIN.

T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
1121 East Missouri Ave., Suite 218
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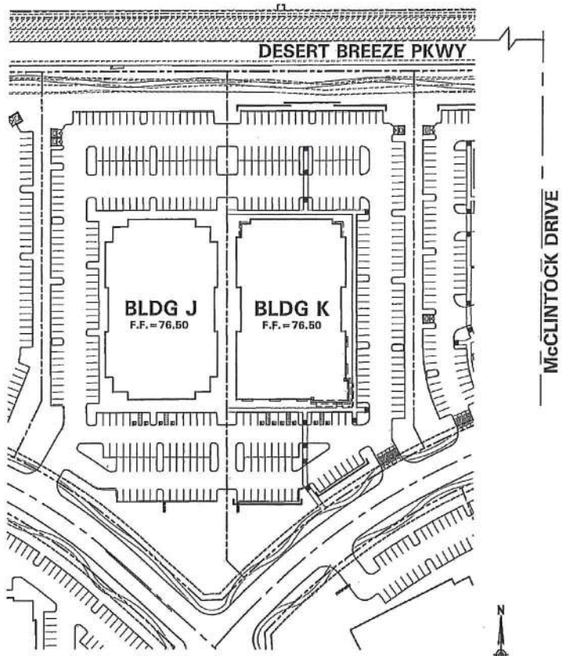
(E-MAIL) timmcqueen@tjmla.net
(602) 265-0320
FAX 265-6619

COVER SHEET
FOR BUILDINGS J AND K
FOR
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DRIVE
CHANDLER, ARIZONA

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

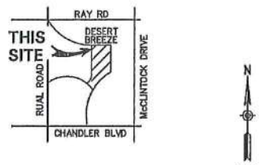
SHEET INDEX

COVER SHEET.....C1
CONCEPT GRADING AND DRAINAGE PLAN.....C2
CONCEPT UTILITY PLAN.....C3



SITE PLAN

N.T.S.



VICINITY MAP

N.T.S.

DEVELOPER/OWNER
LGE CORPORATION
740 N. 52ND STREET SUITE 200
PHOENIX, ARIZONA 85008
PHONE: (602) 966-4001
FAX: (602) 966-9001
CONTACT: FRANK PETTIT

ARCHITECT
PATRICK HAYES ARCHITECTS
15849 N. 71ST STREET SUITE 200
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PHONE: (480) 556-9000
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8283 N. HAYDEN ROAD SUITE 275
SCOTTSDALE, ARIZONA 85258
PHONE: (480) 991-3985
FAX: (480) 991-3986
CONTACT: JEFF HUNTER

NO.	DATE	REVISION	BY

PURPOSE:

DESIGN BY: ORW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
CIVIL AND SURVEY
8283 N. HAYDEN RD. SUITE 275
SCOTTSDALE, AZ 85258
P 480 991 3985
F 480 991 3986

Professional Engineer CERTIFICATE NO. 35240 JEFF M. HUNTER REGISTERED ARIZONA U.S.A.

COVER SHEET
FOR BUILDINGS J AND K
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

HE JOB NO.: LGEC040

SCALE: N.T.S.

SHEET: C1 OF 3

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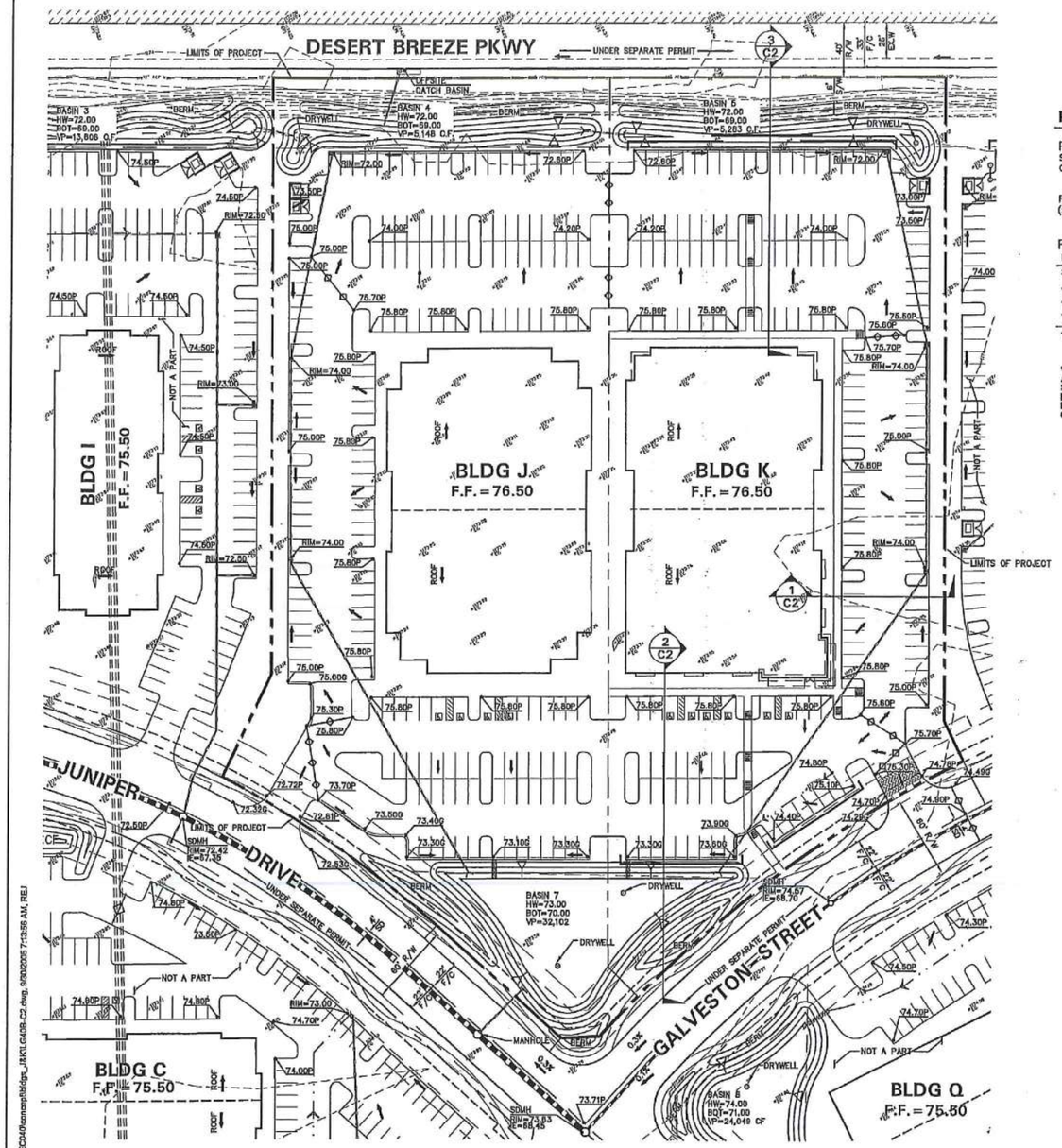
C.O.C. LOG NO. PPT 05-0010

CONCEPTUAL GRADING & DRAINAGE PLAN
BUILDINGS J & K
CHANDLER CORPORATE CENTER



RETENTION SUMMARY

RETENTION REQUIRED
SITE AREA — 6.44
CITY OF CHANDLER FORMULA
Vr=D/12*A*C*1.1 D=2.6

RETENTION REQUIRED=
(2.6/12)(6.44)(43560)(0.9)(1.1)=60,173 CU.FT.

RETENTION PROVIDED
BASIN 7 — 32,102 CU.FT.
SURFACE TOTAL — 32,102 CU.FT.

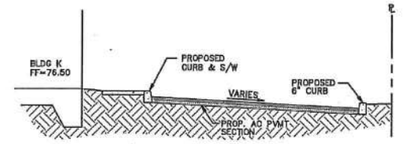
TOTALS
TOTAL RETENTION REQUIRED — 60,173 CU.FT.
TOTAL RETENTION PROVIDED — 32,102 CU.FT.
TO REGIONAL RETENTION — 28,071 CU.FT.

* BASINS 4 & 5 CONNECT W/ OTHER BASINS ALONG DESERT BREEZE PKWY TO COLLECT STORMWATER RUN OFF FROM DESERT BREEZE. REFER TO CONCEPTUAL MASTER GRADING & DRAINAGE PLAN FOR THE CHANDLER CORPORATE CENTER.

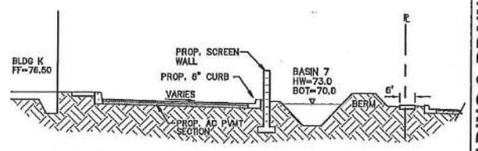
0 40 80
SCALE: 1"=40'

LEGEND

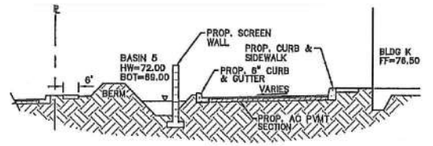
- PROPOSED GRADE BREAK
- PROPOSED STORM LINE
- PROPOSED CATCH BASIN
- 75.00P PROPOSED SPOT ELEVATION
- PROPOSED FLOW ARROW
- SECTION CALLOUT



1 TYPICAL SECTION N.T.S.



2 TYPICAL SECTION
GALVESTON STREET N.T.S.



3 TYPICAL SECTION
DESERT BREEZE PARKWAY N.T.S.

NO.	DATE	REVISION	BY

PURPOSE:

DESIGN BY: CRW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
CIVIL AND SURVEY
8283 N. HAYDEN RD. SUITE 275
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

Professional Engineer CERTIFICATE 35240 SCOTT M. HUNTER Date Signed ARIZONA U.S.A.

CONCEPTUAL GRADING & DRAINAGE
BUILDINGS J AND K
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

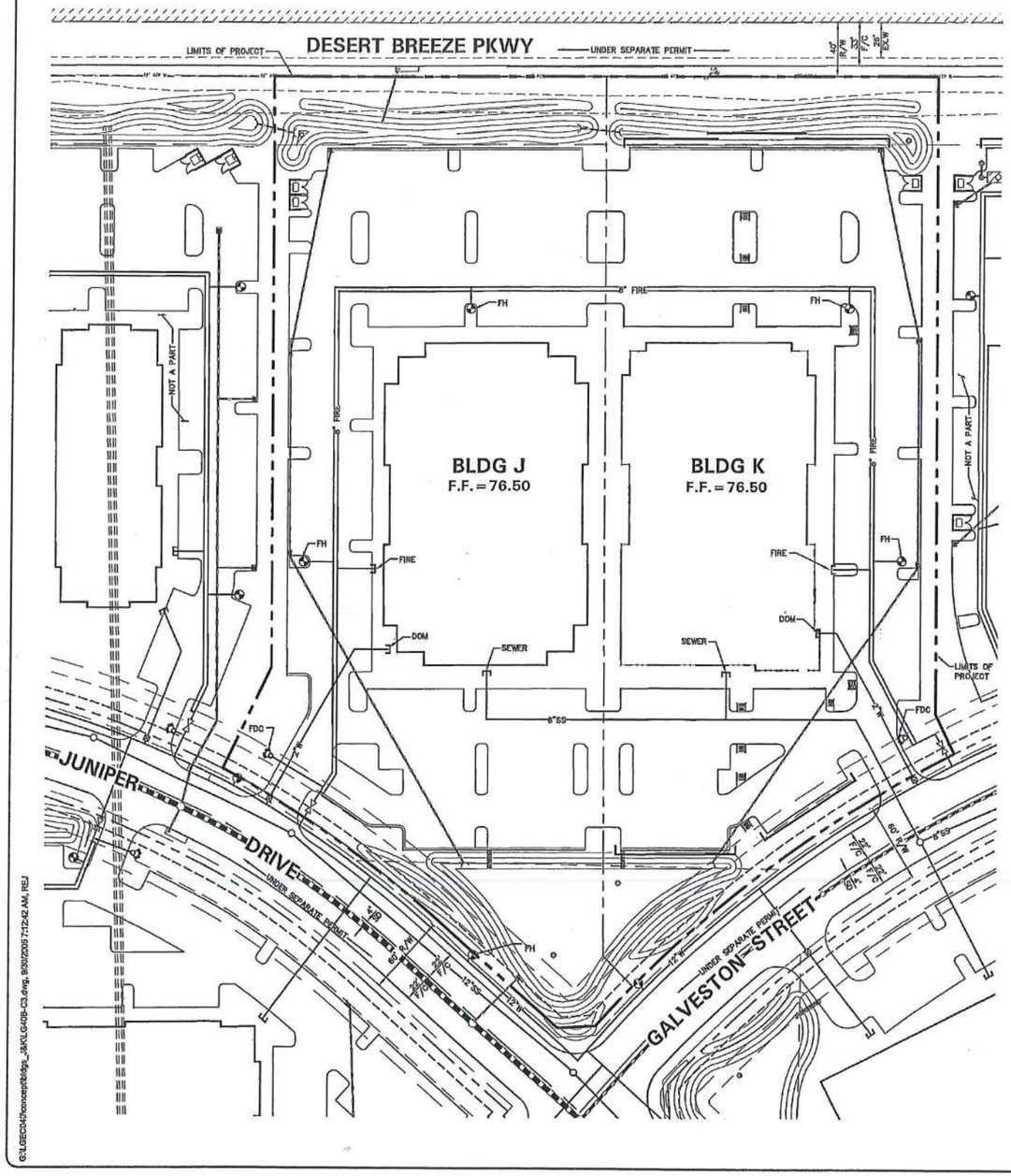
HE JOB NO.: LGEC040

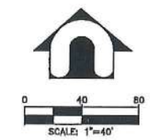
SCALE 1"=40'

SHEET C2 OF 3

C.O.C. LOG NO. PPT 05-0010

CONCEPTUAL UTILITY PLAN
BUILDINGS J & K
CHANDLER CORPORATE CENTER





LEGEND

—— W ——	PROPOSED WATER MAIN
—— SS ——	PROPOSED SEWER MAIN
⊗	PROPOSED FIRE HYDRANT
⋈	PROPOSED BACKFLOW PREVENTER
⌂	PROPOSED FIRE DEPARTMENT CONNECTION

NOTE

1.) ON-SITE FIRE AND DOMESTIC WATER SERVICES ARE SUBJECT TO CHANGE DURING FINAL SITE DESIGN AND DEVELOPMENT.
2.) MINIMUM DESIGN SEWER SLOPE SHALL BE 0.0038 FT/FT FOR PUBLIC 8" SANITARY SEWER LINES IN ORDER TO SERVICE THIS DEVLOPMENT.

NO.	DATE	REVISION	BY

PURPOSE:

DESIGN BY: CRW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
CIVIL AND SURVEY
8283 N. HAYDEN RD, SUITE 275
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

35249 JEFF M. HUNTER

CONCEPT UTILITY PLAN
BLDGS J & K
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

HE JOB NO.: LGEC040
SCALE 1"=40'
SHEET C3 OF 3

G:\LGEC040\concept\bldgs_J&K\LG40B-C3.dwg, 9/30/2005 7:12:42 AM, REJ

C.O.C. LOG NO. PPT 05-0010

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 24-028

Date:	June 13, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Andy Bass, Deputy City Manager & Acting Development Services Director
From:	Darsy Omer, Associate Planner
Subject:	ANX23-0003 Annexation of 13.57 acres SEC of Arizona Ave and Germann Rd Introduction and Tentative Adoption of Ordinance No. 5103
Request:	Annexation of approximately 13.57 acres located at the southeast corner of Arizona Avenue and Germann Road
Location:	South of the Southeast Corner of Arizona Ave and Germann Rd
Applicant:	Matt Krison, Balmer Architectural Group

Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 5103 approving ANX23-0003 Annexation of 13.57 acres located at the southeast corner of Arizona Ave and Germann Road, as recommended by Planning staff.

Background Data:

- Located south of the southeast corner of Arizona Ave and Germann Rd
- Zoned Planned Industrial Zoning District (IND-1) and Light Industrial Zoning District (IND-2) within unincorporated Maricopa County
- Approximately 13.57 acres
- Upon annexation, the initial City Zoning will be Planned Industrial District (I-1)
- An administrative design review for three industrial buildings has been reviewed and approved (attached). The proposed project combines the area within this annexation request with adjacent parcels already within the Chandler city limits.
- Annexation public hearing conducted by City Council on May 23, 2024

Surrounding Land Use Data:

North	IND-2 and C-2 uses (unincorporated Maricopa County)	South	PAD for industrial uses
East	Railroad	West	Arizona Ave, then RU-43 (unincorporated Maricopa County)

General Plan and Area Plan Designations:

General Plan	Employment
Airpark Area Plan	Innovation and Industrial

Utility Service

There are public water and sewer facilities in the vicinity of the above-referenced project. The City of Chandler will provide water, wastewater, and reclaimed services to the subject property.

Staff Comments

Attachments

Ordinance No. 5103
Vicinity Maps
Approved Design

ORDINANCE NO. 5103

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY PURSUANT TO THE PROVISIONS OF ARIZONA REVISED STATUTES TITLE 9, CHAPTER 4, ARTICLE 7, BY ANNEXING THERETO TERRITORY COMPRISING APPROXIMATELY 13.57 ACRES, AND AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY ESTABLISHING INITIAL CITY ZONING BY DESIGNATING THE NEWLY ANNEXED TERRITORY AS A PLANNED INUSTRIAL DISTRICT (I-1), LOCATED SOUTH OF THE SOUTHEAST CORNER OF ARIZONA AVENUE AND GERMANN ROAD.

WHEREAS, a petition has been presented to the City Council of the City of Chandler signed by the property owners of at least one-half of the value of the real and personal property as would be subject to taxation by the City in the event of annexation and by more than one-half of the property owners within the territory and land hereinafter described as shown by the last assessment of said property, asking that the property be annexed to the City of Chandler; and

WHEREAS, the territory proposed for annexation is contiguous to the City of Chandler and not now embraced within its limits; and

WHEREAS, a blank petition was filed on April 25, 2024, with the Maricopa County Recorder, the 30-day waiting period ended on May 25, 2024, a Public Hearing was held on May 23, 2024, after proper notice was given, and the petition was circulated thereafter and signed; and,

WHEREAS, the City Council desires to comply with the petition and extend the corporate limits of the City to include the proposed territory; and,

WHEREAS, the petition sets forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed by the City and had attached thereto at all times an accurate map of the territory proposed to be annexed; and,

WHEREAS, no additions or alterations increasing or decreasing the territory sought to be annexed have been made after the petition had been signed by any owner of real and/or personal property in the territory; and,

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the Office of the City Clerk, together with the original petition; and

WHEREAS, the City may elect to provide regular fire department services to a newly annexed area under A.R.S. § 48-813(A).

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

Section 1. That the following described territory is annexed to the City of Chandler and that the present corporate limits are extended and increased to include the following described territory contiguous to the present City limits:

See Attached Exhibit 'A' Annexation Map and Legal Description

Section 2. Pursuant to A.R.S. § 48-813(A), the City will provide fire department services to the property depicted in Exhibit A as is generally provided to other residents within the city. The services shall take effect on the first day of July following the date on which this annexation becomes final as set forth in Section 6 below, without further action by the City Council.

Section 3. The existing zoning of the territory annexed is Planned Industrial Zoning District (IND-1) and Light Industrial District (IND-2) in Maricopa County, and the territory upon annexation is hereby zoned Planned Industrial District (I-1) within the City of Chandler, which provides for densities and uses no greater than those permitted within the IND-1 of Maricopa County.

Section 4. The Clerk is hereby instructed to file and record a copy of this Ordinance, together with an accurate map of the annexed territory, certified by the Mayor, in the Office of the County Recorder of Maricopa County, Arizona.

Section 5. The Development Services Department of the City of Chandler is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of the Zoning Code in compliance with this ordinance.

Section 6. This ordinance shall take effect, and the annexation of the subject property shall become final, 30 days after this Ordinance is adopted.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this _____ day of _____ 2024.

ATTEST:

_____ _____
CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona this _____ day of _____, 2024.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5103 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____day of __ _____, 2024, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Published in the Arizona Republic on:

Exhibit A
Ordinance 5103

September 22, 2023
Project # 051343-01-001

LEGAL DESCRIPTION
ANNEXATION BOUNDARY

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

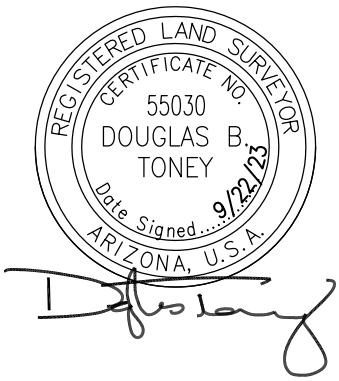
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 10, FROM WHICH POINT THE WEST QUARTER CORNER OF SAID SECTION 10 BEARS SOUTH 00°31’15” EAST, A DISTANCE OF 2645.29 FEET;

THENCE SOUTH 00°31’15” EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1322.65 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10;

THENCE NORTH 88°54’42” EAST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 33.00 FEET TO THE EAST LINE OF THE WEST 33 FEET OF SAID NORTHWEST QUARTER, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE NORTH 00°31'15" WEST, ALONG SAID EAST LINE, A DISTANCE OF 102.51 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF AN ABANDONED RAILROAD SPUR, AS DESCRIBED IN BOOK 101 OF DEEDS, PAGE 256, MARICOPA COUNTY RECORDS, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE NORTHWESTERLY AND HAVING A RADIUS POINT WHICH BEARS NORTH 16°22'16" WEST, A RADIAL DISTANCE OF 1879.91 FEET;

THENCE EASTERLY ALONG SAID ABANDONED RIGHT-OF-WAY AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°22'52", AN ARC DISTANCE OF 1160.88 FEET TO A POINT;



THENCE NORTH 88°54'12" EAST, A DISTANCE OF 371.39 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE SOUTHERN PACIFIC RAILROAD, ACCORDING TO BOOK 189 OF DEEDS, PAGE 363, MARICOPA COUNTY RECORDS;

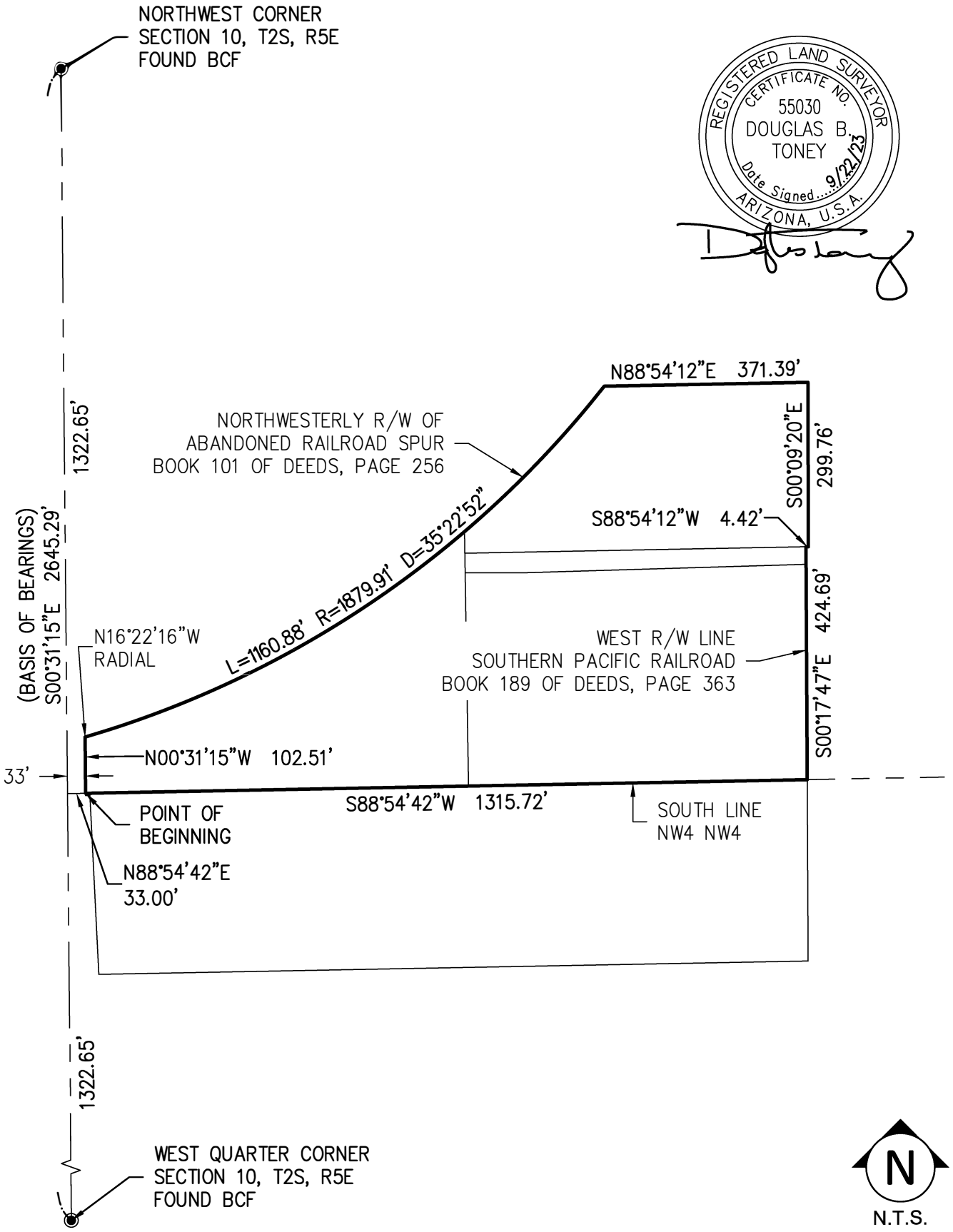
THENCE SOUTH 00°09'20" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 299.76 FEET;

THENCE SOUTH 88°54'12" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4.42 FEET;

THENCE SOUTH 00°17'47" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 424.69 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10;

THENCE SOUTH 88°54'42" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1315.72 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 591,348 SQ.FT. OR 13.5755 ACRES, MORE OR LESS.



SHEET 1 OF 1

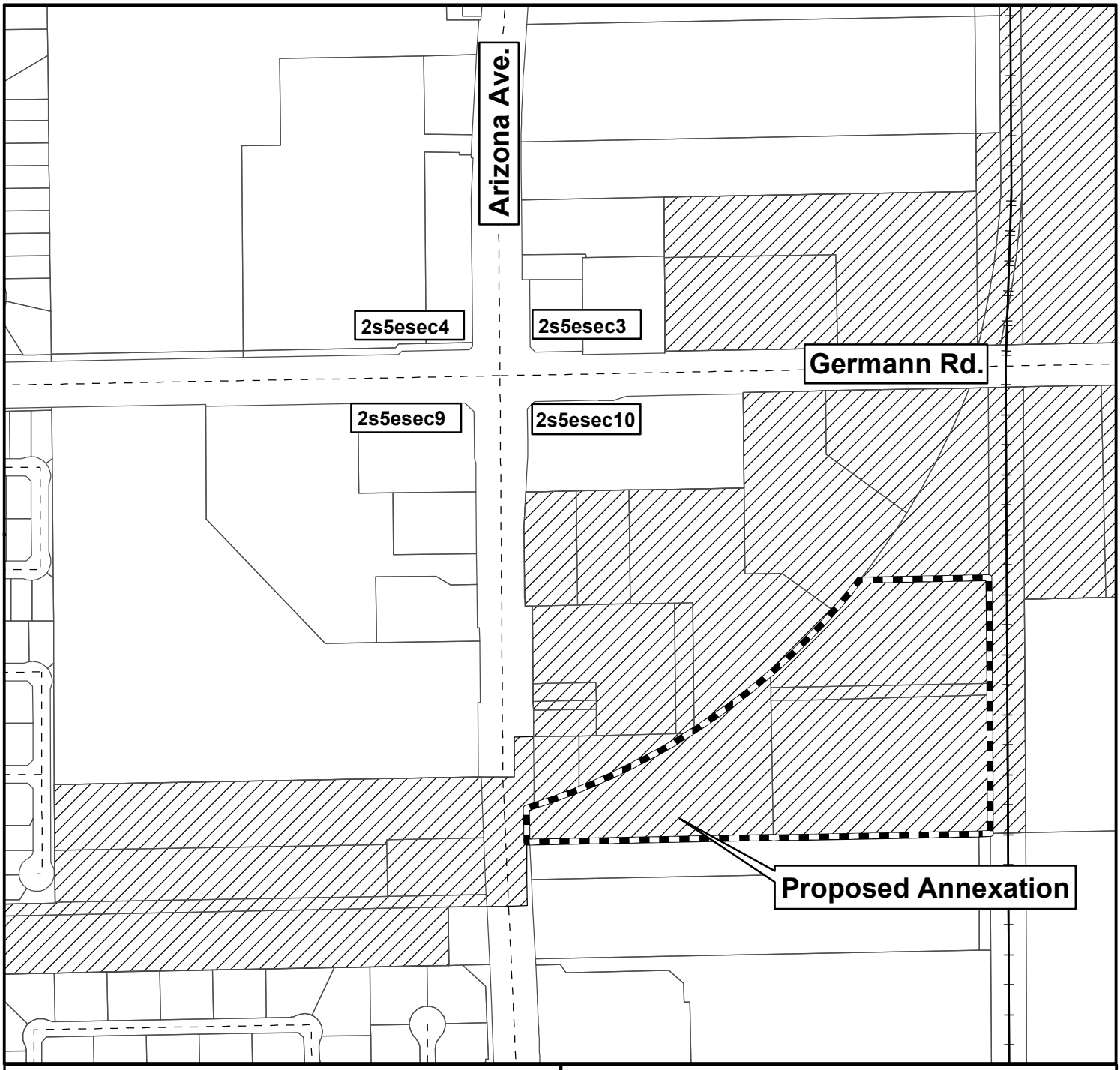
DATE: 9/22/23

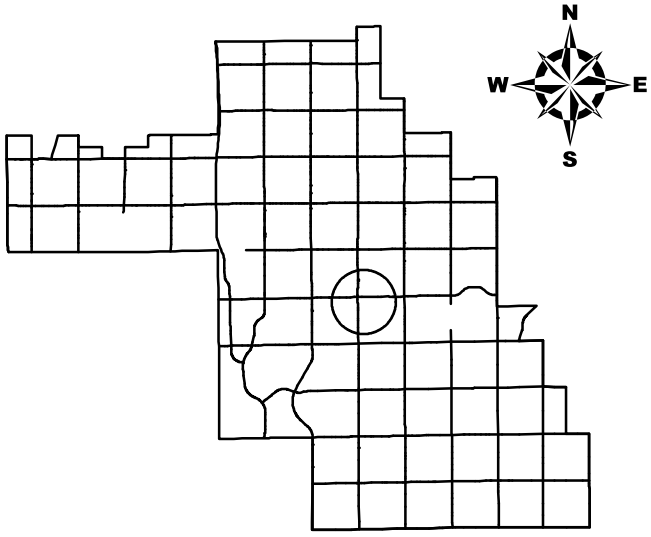
EXHIBIT
ANNEXATION BOUNDARY

BY: DT	CHK:	QC:	

BCG PROJECT NO: 051343-01 TASK: 001
CLIENT REF NO:

Bowman CONSULTING
1600 N Desert Drive, #210
Tempe, AZ 85288
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com





City of Chandler 12/18/2023

Annexation Map

Ordinance No. 5103

Proposed Annexation

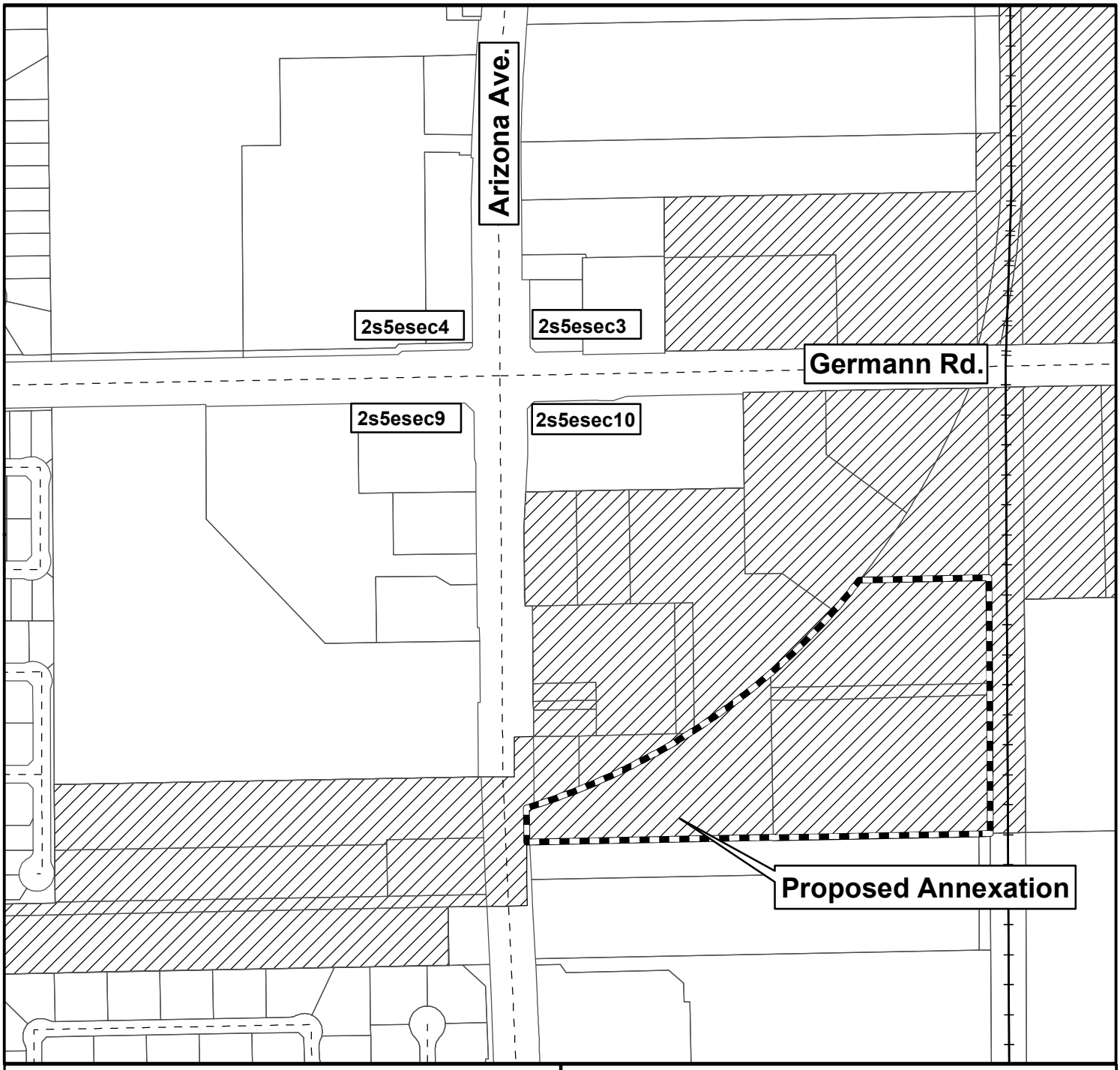
South of the Southeast Corner of
Arizona Avenue and Germann Road

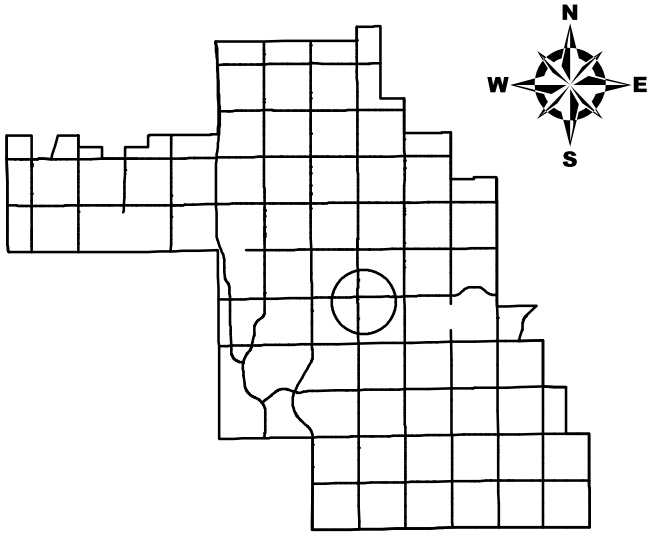
Incorporated Area

Unincorporated Area

0 90 180 360 540 720
Feet

Exhibit A





City of Chandler 12/18/2023

Annexation Map

Ordinance No. 5103

Proposed Annexation

South of the Southeast Corner of
Arizona Avenue and Germann Road

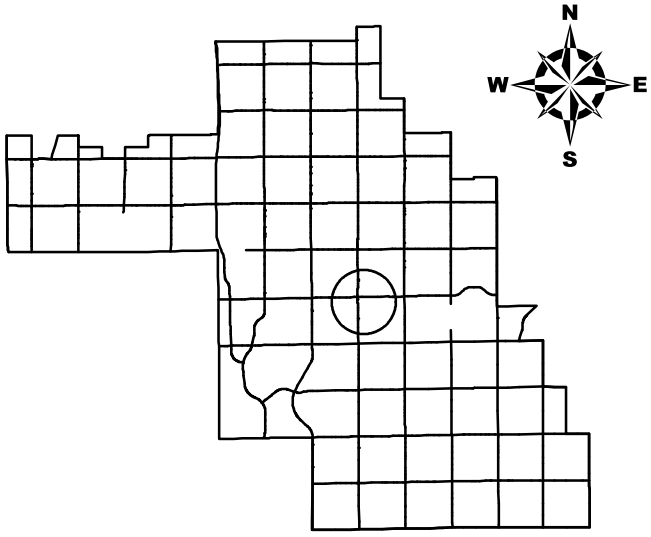
Incorporated Area

Unincorporated Area

0 90 180 360 540 720
Feet

Exhibit A

Annexation Map



City of Chandler 12/18/2023

Ordinance No. 5103

Proposed Annexation

South of the Southeast Corner of
Arizona Avenue and Germann Road

Incorporated Area

Unincorporated Area

0 90 180 360 540 720
Feet

Exhibit A

April 8, 2024

RE: PLA24-0057 Chandler Innovation Center
South of the SEC of Arizona Avenue & Germann Road
APN's: 303-33-007M / 303-33-013M / 303-33-013N
303-33-13P / 303-33-013Q / 303-33-013R
303-33-987 / 303-33-988

Matt Krison:

The Administrative Design Review application identified above for (3) three new industrial buildings is approved subject to the following conditions:

1. The development shall be in substantial conformance with the exhibits attached herein.
2. Any signage shall be processed under a separate permit.
3. Annexation must be processed prior to any Building or Civil permits being issued.

NOTE:
THIS ADMINISTRATIVE DESIGN REVIEW APPROVAL COVERS THE CONCEPTUAL ARCHITECTURAL BUILDING DESIGN AND CONCEPTUAL SITE LAYOUT FOR THIS PROJECT ONLY.

SUBMITTAL OF DEVELOPMENT PLANS FOR TECHNICAL PLAN REVIEW AND PERMITTING WILL RESULT IN ADDITIONAL PLAN REVIEW COMMENTS FROM; BUILDING SAFETY, CIVIL ENGINEERING AND SITE DEVELOPMENT THAT ARE BEYOND THE SCOPE OF THE ADMINISTRATIVE DESIGN REVIEW PROCESS.

A copy of the approved conceptual exhibits will be kept on file for future reference.

If you have additional questions or concerns, do not hesitate to ask.

Sincerely,

Benjamin Cereceres, City Planner
City of Chandler Planning Division
Phone: (480) 782-3063
Email: Benjamin.cereceres@chandleraz.gov

CHANDLER INNOVATION ADR SUBMITTAL

BALMER ARCHITECTURAL GROUP

JANUARY 9TH, 2024

BALMER architectural group inc

1-9-2024

CHANDLER INNOVATION CENTER

A. Introduction

i. Request

Chandler Innovation Center is located on the east side of Arizona Avenue between Germann and Ryan. The land is currently partly on a County Island and partly on Industrial zoned land in the City of Chandler. An Annexation request is simultaneously being submitted with this Application and I-1 zoning within the Airport Overlay District will be requested.

Applicant is requesting a hard zoning of the subject property to I-1 zoning and intends to meet the Chandler Zoning standards to develop 3 Flex, Once Story Speculative Buildings on the vacant lots.

ii. Site Context

The site is an irregular shaped property bounded on the north by an abandoned rail spur curve, small industrial buildings and vacant land. The vacant land to the south is currently in process of site development approvals for a similar use. Arizona Ave is on the west border and a rail track on the east.

iii. Chandler Airpark Overlay Area Plan

This site is an Industrial zoned county Island which lies in the southwestern portion of the Chandler Airpark Overlay Area Plan and is designated as a Commercial / Office / Business Park zone as referenced on the Final Land Use Plan.

The request is consistent with the Chandler Airpark Overlay Area Plan in that it proposes a Innovation based mix of business, light industrial, warehousing, back office and limited showroom retail uses, which will serve as a transition area between the adjacent land uses.

The development may serve the needs of a single user for each building on the site, or multi-tenant users in one or all building(s), or any combination thereof. All scenarios address the need to be flexible based on market conditions and support employment opportunities that are consistent with the City's plan for the airpark area.

B. Proposed Land Uses

All uses permitted under the I-1 District on the "Table of Permitted Uses for Nonresidential Districts" in chapter 35 of the City of Chandler Code of Ordinances, which are designated by an "X" are allowed within the Development.

The applicant is requesting a hard zoning of (I-1) and intends to meet the Chandler Airpark Area Plan standards.

C. Project Description

The site consists of three concrete tilt buildings which fronts face east and west, and a smaller flex building faces west on Arizona Ave. A central, screened truck yard is shared by building 2 and 3.

The building #1 fronting Arizona Avenue is 39,387 square feet, building #2 at the middle of the site is 99,222 square feet, and building #3 at the east side of the site is 189,167 square feet; for a total of 327,776 +- square feet. The approximate site area is 21.38 acres (net), which results in a lot coverage of 35.26%.

Parking is located on the perimeter of the building with a total of 623 parking spaces, which exceeds base zoning requirements. Accessible parking spaces are scattered throughout the site, and each building has its own bicycle parking area. Two electric vehicle (EV) charging spaces are provided on site with power stubs for an additional 4 charging spaces.

D. Commercial Design Standards

The following sections outline the development standards for Chandler Innovation Center

i. Development Standards

a.	Building Height:	Maximum of 45'; two stories. Some Architectural elements may project higher to create skyline character
b.	Front Yard (west):	50' from the right of way line.
c.	Side Yard (south):	10' from the property line.
d.	Side Yard (north):	30' from the property line.
e.	Rear Yard (east):	10' from the rear property line.
f.	Intensity of Lot Use:	40% of the lot area maximum.
g.	Building separation:	Per City of Chandler Building Code.
h.	Drive aisles:	24' minimum-26' at Fire Lanes
i.	Required Parking:	Minimum parking shall be 2/1000 as spec.
j.	Accessible Parking Spaces:	Quantity to be equivalent to the current minimum ADA Accessibility Guidelines.
k.	Parking Space Size Standard Space:	9' x 19' (16.5' with 2.5' overhang),

j. Accessible Parking Spaces: Quantity to be equivalent to the current minimum ADA Accessibility Guidelines.

k. Parking Space Size
   Standard Space: 9’ x 19’ (16.5’ with 2.5’ overhang),
   Accessible Space: 11’ x 19’ (16.5’ with 2.5’ overhang) with shared 5’ access aisle

l. Bicycle Parking: 4 spaces per building

Landscape Design

The development will provide a landscape palette that is sensitive to the existing environment through the use of regionally appropriate, low water use plant materials.

Building Design and Materials

Architectural façade elements such as glass entries with horizontal metal accents, metal soffit faces above glass and an articulated roof line. Walls will be concrete tilt panel construction with architectural scoring and contrasting colors

Parking screen walls are made of single score concrete masonry units

Color Palette

Four complementary paint colors are planned for the development. All of the buildings, and the parking screening will share the same color and material palette to unify the design theme on site.

a. Glass & Frame
   Viracon – 1” insulated glass and matching spandrel glass, or equal
   Clear anodized aluminum frame, 2” x 4.5” outside glazed

Retention

The initial intent of the development is to provide a combination of surface retention and drywells for the project. This is accomplished through a combination of retained water on asphalt paving areas and retention basins. Multiple drywells will be located in the base of the retention basins and in asphalt areas. Due to the flood plain impact on the site, retention will be in excess of normal quantities.

Traffic & Circulation

The main traffic flow will be from Arizona Avenue, primarily from the north. There is a shared drive on the south that will be reconfigured to match the current submittal to enhance traffic flow. A northern drive easement is provided to allow secondary emergency access / exit thru the adjacent property (under different ownership) to Arizona Avenue. This access will be reworked to City standards for emergency vehicle access.

Pedestrian access to the site is provided from Arizona Ave. All buildings will be interconnected.

E. Development Schedule

All buildings and all onsite and offsite improvements are anticipated to be built simultaneously. Under current market conditions, the project is anticipated to be started within eighteen months of City approvals of the ADR applications.

F. Signage

Signage shall be per a Master Signage Program and City of Chandler Standards, under separate request.

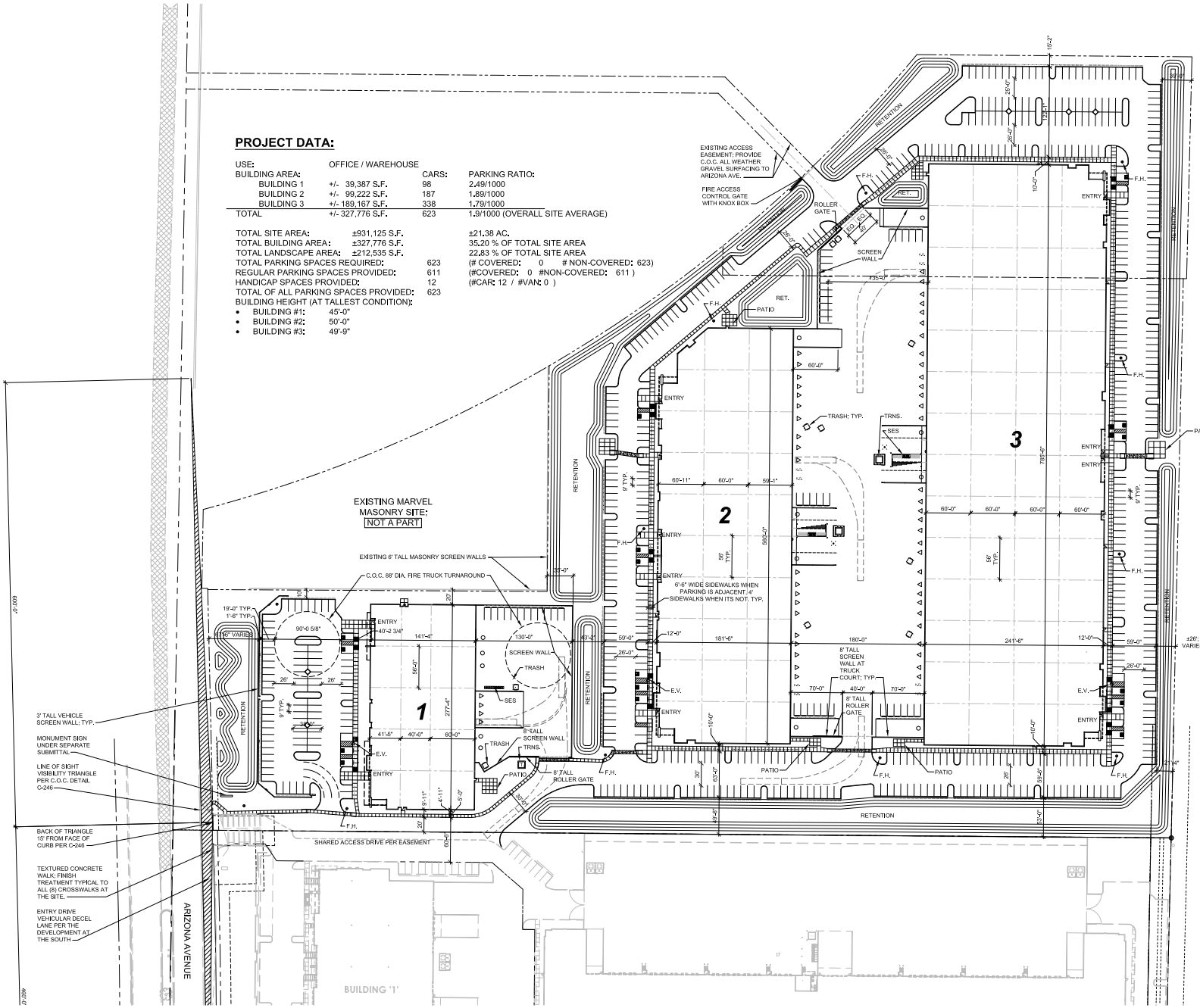
G. Analysis of Probable Impact of the proposed rezoning to the cost of constructing housing.

We anticipate minimal to no impact on the average cost to construct housing for sale or rent within the zoning district because home construction in the area typically utilizes different construction materials & methods of construction.

This estimate is based on typical industry standards that are well known and established in this area.

There are no less costly or restrictive alternative methods available, we have proposed the most appropriate materials.

SITE AERIAL CONTEXT:



PROJECT DATA:

USE:	OFFICE / WAREHOUSE		
BUILDING AREA:		CARS:	PARKING RATIO:
BUILDING 1	+/- 39,387 S.F.	98	2.49/1000
BUILDING 2	+/- 99,222 S.F.	187	1.89/1000
BUILDING 3	+/- 189,167 S.F.	338	1.79/1000
TOTAL	+/- 327,776 S.F.	623	1.9/1000 (OVERALL SITE AVERAGE)

TOTAL SITE AREA:	±931,125 S.F.	±21.38 AC.
TOTAL BUILDING AREA:	±327,776 S.F.	35.20 % OF TOTAL SITE AREA
TOTAL LANDSCAPE AREA:	±212,535 S.F.	22.83 % OF TOTAL SITE AREA
TOTAL PARKING SPACES REQUIRED:	623	(# COVERED: 0 # NON-COVERED: 623)
REGULAR PARKING SPACES PROVIDED:	611	(#COVERED: 0 #NON-COVERED: 611)
HANDICAP SPACES PROVIDED:	12	(#CAR: 12 / #VAN: 0)
TOTAL OF ALL PARKING SPACES PROVIDED:	623	

BUILDING HEIGHT (AT TALLEST CONDITION):

- BUILDING #1: 45'-0"
- BUILDING #2: 50'-0"
- BUILDING #3: 49'-9"

FIRE ACCESS:

THERE ARE 4 VEHICULAR ROLL GATES AT THE SITE. ALL ROLL GATES TO BE EQUIPPED WITH KNOX BOX FIRE TRUCK ACCESS EQUIPMENT

LEGEND:

K.O. KNOCK OUT PANEL @ BUILDING
H.C. HANDICAP STALL; ADA
○ GRADE LEVEL O.H. DOOR
▷ DOCK HIGH O.H. DOOR

SITE PLAN

SCALE 1" = 60'-0"
0 30 60 120

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2425 E. CAMELBACK RD., SUITE 775
PHOENIX, ARIZONA 85016
PH 602-954-6718 FAX: 602-955-9600
E-MAIL: ADMIN@BAG-INC.COM

REGISTERED ARCHITECT CERTIFICATE NO. 11903 WESLEY ROBERT BALMER Date Signed 3/31/26 ARIZONA, U.S.A.
Exp. 3/31/26

PRELIMINARY NOT FOR CONSTRUCTION

CHANDLER INNOVATION CENTER
19051 S ARIZONA AVE CHANDLER, AZ 85286
SITE PLAN

A-101

42005
18OCT23

BALMER architectural group

Parking

All development shall conform to the standards set forth in the Chandler Parking Ordinance in effect as of November 1, 2012 and the standards set forth in this ADR. If there is a conflict, the parking standards in this ADR shall apply.

The size of all parking spaces, driveways, islands in parking areas and other improvements in the parking areas must conform to the minimum established requirements of the City of Chandler Zoning Ordinance.

- Minimum size of a parking space shall be nine (9) feet by nineteen (19) feet.
- Minimum driveway widths shall be twenty-four (24) feet for two-way drives. Fourteen (14) foot one-way drives are permitted where such drives are not required as fire lanes by the fire department.
- Covered parking including parking structures shall be located and/or arranged that it is perceived as an integral part of the commerce park. Canopy structures shall be finished with colors which match or complement building colors.
- In the design of the parking lots and entrances to and from those parking lots and facilities served by those parking lots, provisions shall be provided for adequate, safe, convenient pedestrian circulation.
- All driveways and parking areas must be paved with concrete or asphaltic concrete. Except for edges of paving adjacent to walls, vertical curbs shall be constructed at all edges of any paving. Asphalt curbs are prohibited, and the use of precast concrete parking bumpers in lieu of curbs is prohibited.

Parking Requirements by Use:

On-site parking shall be provided in accordance with the Chandler Zoning Ordinance.

Parking increases and reductions to the required number of parking spaces may be approved by Planning Staff if a user driven requirement provides a quantitative analysis justifying any proposed increase or reduction based on their needs, as provided in the City of Chandler Zoning Ordinance.

Site Screening Areas

All on-site screen walls shall be designed and constructed to meet the City of Chandler ordinance requirements. All screen walls adjacent to the project streets shall be designed and installed to match the details submitted herein.

Screen walls along property lines may be installed by the individual lot Owner. Any Owner who builds next to an existing wall may refinish his side of the existing wall to match or complement his building(s) through joint agreement with the adjacent wall Owner.

All detached perimeter screen walls are to match the exiting screen walls or building materials. All loading/ service areas shall be fully screened from the street view with landscaping, solid gates at drives or wing walls a minimum of 8' high.

Parking Lot Screen Wall Details

Parking lot screen walls are to be measured from elevation of adjacent parking lot or driveway. All entry drives shall have screen wall segments on both sides with minimum lengths of twelve (12) feet with the detail at the drive entrance. Variation required every 80' minimum.

Screening of Parking Areas

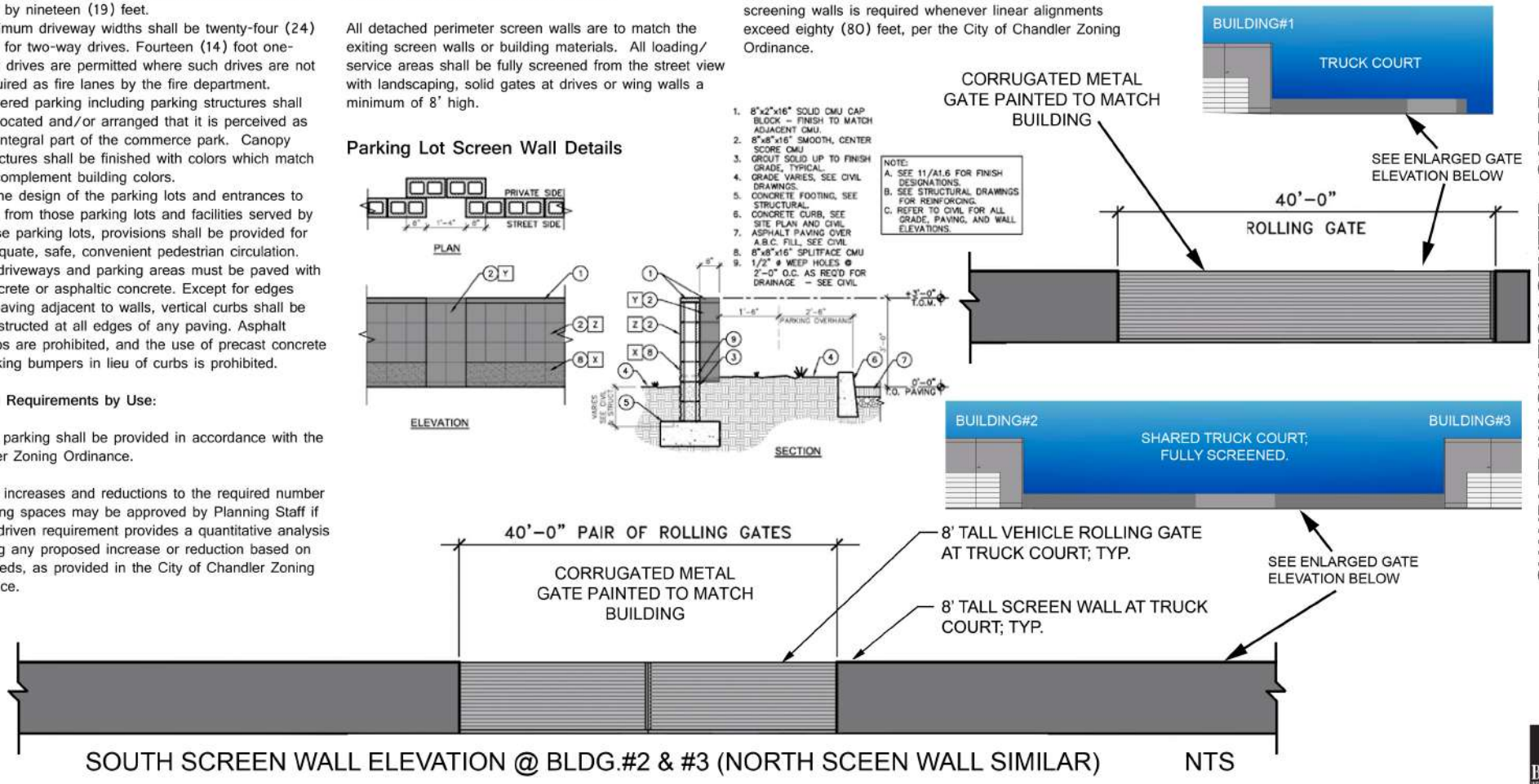
When parking areas abut a front yard or road frontage landscaped area, such parking areas shall be screened with decorative masonry walls and earth berms ranging between thirty (30) and forty-two (42) inches in height. Horizontal and vertical variation in the design of the screening walls is required whenever linear alignments exceed eighty (80) feet, per the City of Chandler Zoning Ordinance.

Notes:

*1. Parking along streets shall be setback a minimum of 20 feet.

*2. Parking shall be a minimum of 4' from parking lot curb to screen wall.

3. Lots planned with common access between two or more buildings may eliminate "property line - non-street" landscape setbacks based on an approved master plan.



SOUTH SCREEN WALL ELEVATION @ BLDG.#2 & #3 (NORTH SCEEN WALL SIMILAR) NTS

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18OCT23

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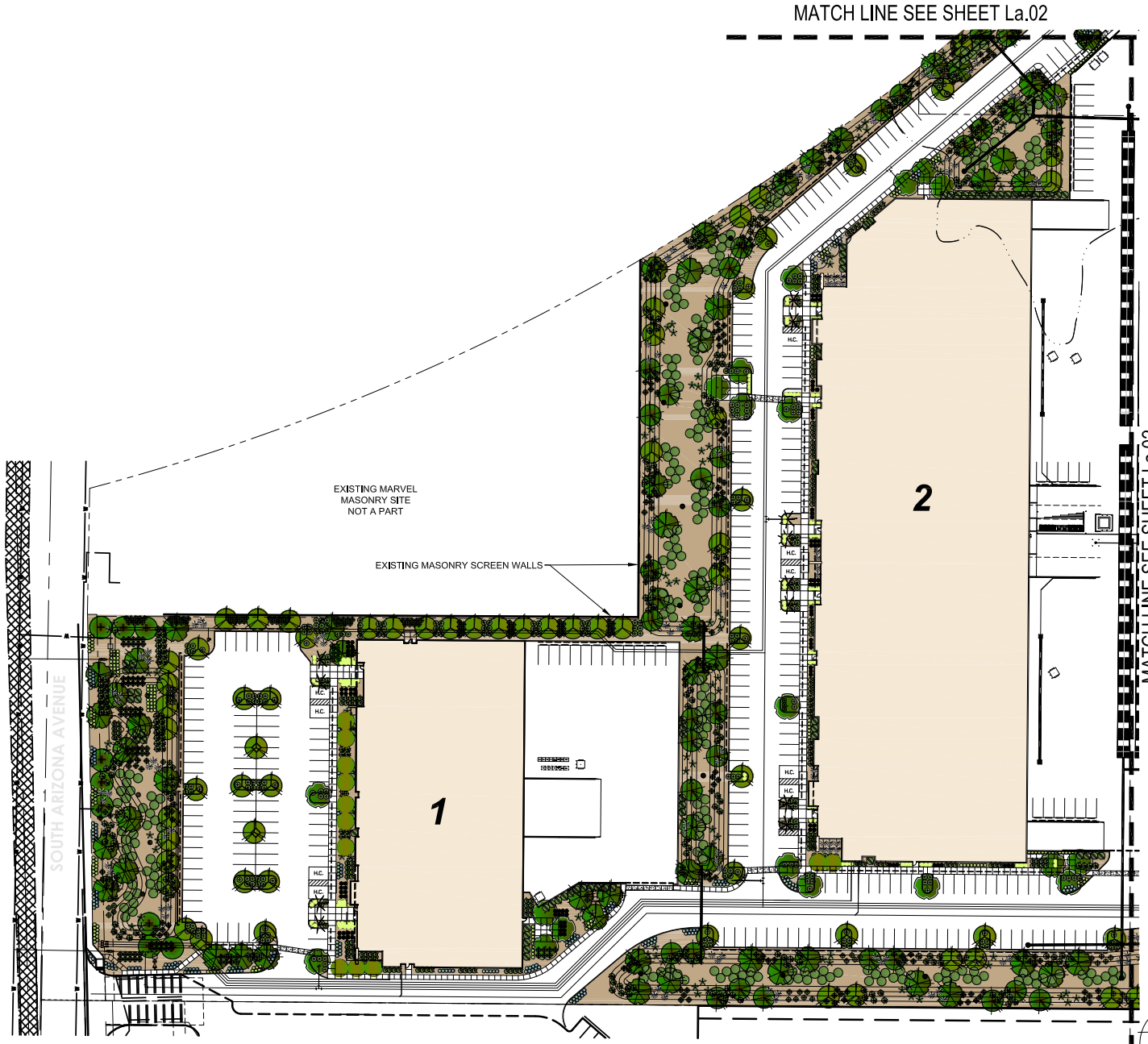

LANDSCAPE LEGEND

TREES

PISTACIA X 'RED-PUSH'
RED PUSH PISTACHE
4" CALIP., 12.0T, 6.5'W (48" BOX)

PHOENIX DACTYLIFERA
DATE PALM (MATCHING)
20' T.F. DIAMOND CUT, STRAIGHT, NO AERIAL ROOTS SHOWING.

ULMUS PARVIFOLIA
CHINESE ELM (MATCHING)
2" CALIP., 6.5T, 4'W (36" BOX)

CHITALPA TASKENTSIS
CHITALPA
1.5" CALIP., 6.0T, 4.0'W (24" BOX)

QUERCUS VIRGINIANA
LIVE OAK
1.5" CALIP., 6.5T, 4'W (24" BOX)

CAESALPINIA CACALACO
CASCALOTE
1.5" CALIP.,(MULTI) 4T, 3.5'W (24" BOX)

CHILOPSIS LINEARIS 'BUBBA'
DESERT WILLOW
1.5" CALIP., 6T, 3.5'W (24" BOX)

LARGE SHRUBS

TECOMA 'ORANGE JUBILEE'
ORANGE JUBILEE
5 GALLON

CAESALPINIA MEXICANA
MEXICAN BIRD OF PARADISE
5 GALLON

ACCENTS

HESPERALOE PARVIFLORA
RED YUCCA
5 GALLON

HESPERALOE PARVIFLORA
YELLOW YUCCA
5 GALLON

DASYLIRION WHEELERII
DESERT SPOON
5 GALLON

ECHINOCACTUS GRUSONI
GOLDEN BARREL CACTUS
10" ROUND (MATCHING)

AGAVE DESMETTIANA
SMOOTH AGAVE
5 GALLON

MEDIUM SHRUBS

EREMOPHILA MACULATA
VALENTINE EMU BUSH
5 GALLON

LEUCOPHYLLUM FRUTESCENS
'GREEN CLOUD'
5 GALLON

ROSEMARINUS PROSTRATA
TRAILING ROSMARY
5 GALLON

GROUND COVER

LANTANA MONTEVIDENSIS
'GOLD MOUND'
1 GALLON

LANTANA MONTEVIDENSIS
TRAILING PURPLE
1 GALLON

ACACIA REDOLENS
'DESERT CARPET' 1m
5 GALLON

EREMOPHILA GLABRA
'MINGENEW GOLD'
5 GALLON

1/2" SCREENED ROCK PROS CARMEL
DECOMPOSED GRANITE
2" DEPTH IN ALL LANDSCAPE AREAS

LANDSCAPE PLAN

SCALE 1" = 40'-0"

0 20 40 80

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CHANDLER INNOVATION CENTER - CAZ PDP

19051 S ARIZONA AVE CHANDLER, AZ 85286

LANDSCAPE PLAN

La.01

42005
18OCT23

T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
10446 N. 74th Street , Suite 150
Scottsdale, Arizona 85258
P.(602)265-0320
EMAIL: timmcqueen@tjmla.net

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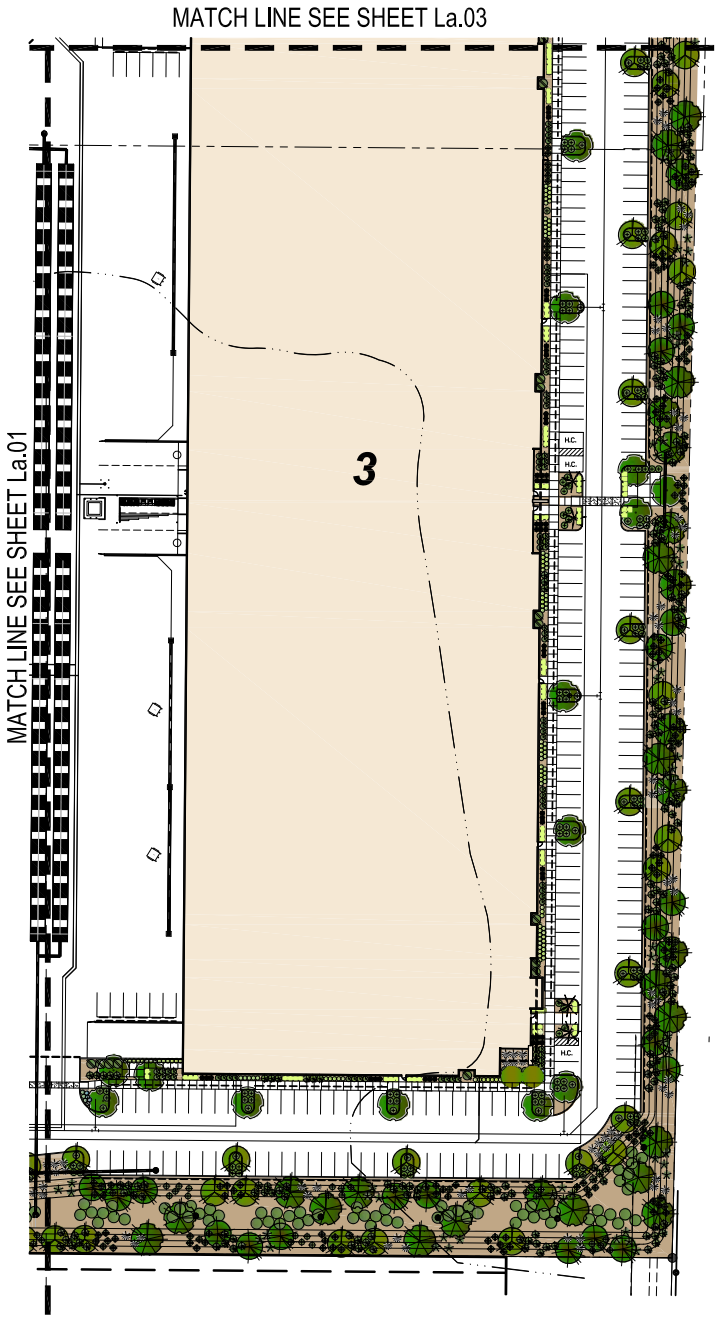

LANDSCAPE LEGEND

TREES

PISTACIA X 'RED-PUSH'
RED PUSH PISTACHE
4" CALIP., 12.0'T, 6.5'W (48" BOX)

PHOENIX DACTYLIFERA
DATE PALM (MATCHING)
20' T.F. DIAMOND CUT, STRAIGHT,
NO AERIAL ROOTS SHOWING.

ULMUS PARVIFOLIA
CHINESE ELM (MATCHING)
2" CALIP., 6.5'T, 4'W (36" BOX)

CHITALPA TASKENTSIS
'CHITALPA
1.5" CALIP., 6.0'T, 4.0'W (24" BOX)

QUERCUS VIRGINIANA
LIVE OAK
1.5" CALIP., 6.5'T, 4'W (24" BOX)

CAESALPINIA CACALACO
CASCALOTE
1.5" CALIP.,(MULTI) 4'T, 3.5'W (24" BOX)

CHILOPSIS LINEARIS 'BUBBA'
DESERT WILLOW
1.5" CALIP., 6'T, 3.5'W (24" BOX)

LARGE SHRUBS

TECOMA 'ORANGE JUBILEE'
ORANGE JUBILEE
5 GALLON

CAESALPINIA MEXICANA
MEXICAN BIRD OF PARADISE
5 GALLON

ACCENTS

HESPERALOE PARVIFLORA
RED YUCCA
5 GALLON

HESPERALOE PARVIFLORA
YELLOW YUCCA
5 GALLON

DASYLIRION WHEELERII
DESERT SPOON
5 GALLON

ECHINOCACTUS GRUSONII
GOLDEN BARREL CACTUS
10" ROUND (MATCHING)

AGAVE DESMETTIANA
SMOOTH AGAVE
5 GALLON

MEDIUM SHRUBS

EREMOPHILA MACULATA
VALENTINE EMU BUSH
5 GALLON

LEUCOPHYLLUM FRUTESCENS
'GREEN CLOUD'
5 GALLON

ROSEMARINUS PROSTRATA
TRAILING ROSMARY
5 GALLON

GROUND COVER

LANTANA MONTEVIDENSIS
'GOLD MOUND'
1 GALLON

LANTANA MONTEVIDENSIS
TRAILING PURPLE
1 GALLON

ACACIA REDOLENS
'DESERT CARPET' tm
5 GALLON

EREMOPHILA GLABRA
'WINGENEW GOLD'
5 GALLON

1/2" SCREENED ROCK PROS CARMEL
DECOMPOSED GRANITE
2" DEPTH IN ALL LANDSCAPE AREAS

LANDSCAPE PLAN
SCALE 1" = 40'-0"
0 20 40 80

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CONSTRUCTION

CHANDLER INNOVATION CENTER - CAZ PDP
19051 S ARIZONA AVE CHANDLER, AZ 85286

LANDSCAPE PLAN

La.02

42005
18OCT23

T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
10446 N. 74th Street , Suite 150
Scottsdale, Arizona 85256
P.(602)265-0320
EMAIL: tjmmcqueen@tjmla.net

27168
TIMOTHY J.
McQUEEN
18OCT23
EXPIRES 06/30/24

BALMER
architectural group

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E-MAIL: ADMIN@BAG-INC.COM

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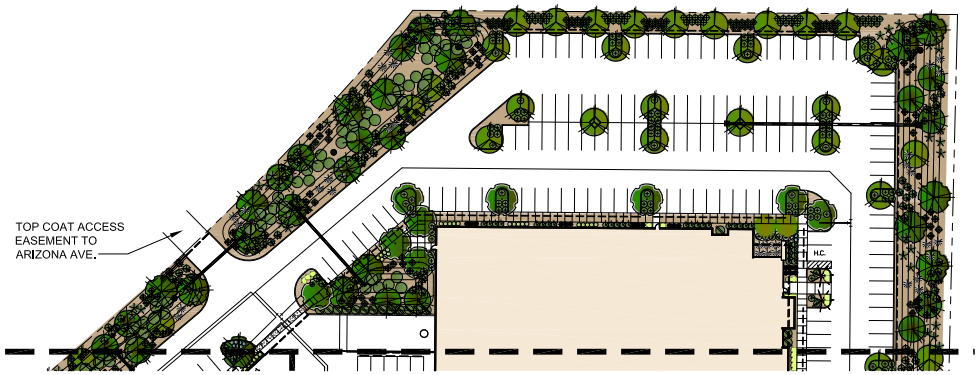

MATCH LINE SEE SHEET La.02

LANDSCAPE LEGEND

TREES

PISTACIA X 'RED-PUSH'
RED PUSH PISTACHE
4" CALIP., 12.0'T, 6.5'W (48" BOX)

PHOENIX DACTYLIFERA
DATE PALM (MATCHING)
20' T.F. DIAMOND CUT, STRAIGHT,
NO AERIAL ROOTS SHOWING.

ULMUS PARVIFOLIA
CHINESE ELM (MATCHING)
2" CALIP., 6.5'T, 4'W (36" BOX)

CHITALPA TASKENTSIS
CHITALPA
1.5" CALIP., 6.0'T, 4.0'W (24" BOX)

QUERCUS VIRGINIANA
LIVE OAK
1.5" CALIP., 6.5'T, 4'W (24" BOX)

CAESALPINIA CACALACO
CASCALOTE
1.5" CALIP.(MULTI) 4'T, 3.5'W (24" BOX)

CHILOPSIS LINEARIS 'BUBBA'
DESERT WILLOW
1.5" CALIP., 6'T, 3.5'W (24" BOX)

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5 GALLON

EREMOPHILA GLABRA
'MINGENEW GOLD'
5 GALLON

1/2" SCREENED ROCK PROS CARMEL
DECOMPOSED GRANITE
2" DEPTH IN ALL LANDSCAPE AREAS

LANDSCAPE PLAN
SCALE 1" = 40'-0"
0 20 40 80

T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
10446 N. 74th Street , Suite 150
Scottsdale, Arizona 85258
P.(602)265-0320
EMAIL: tjmmcqueen@tjmla.net

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CHANDLER INNOVATION CENTER - CAZ PDP
19051 S ARIZONA AVE CHANDLER, AZ 85286
LANDSCAPE PLAN

La.02

42005
18OCT23

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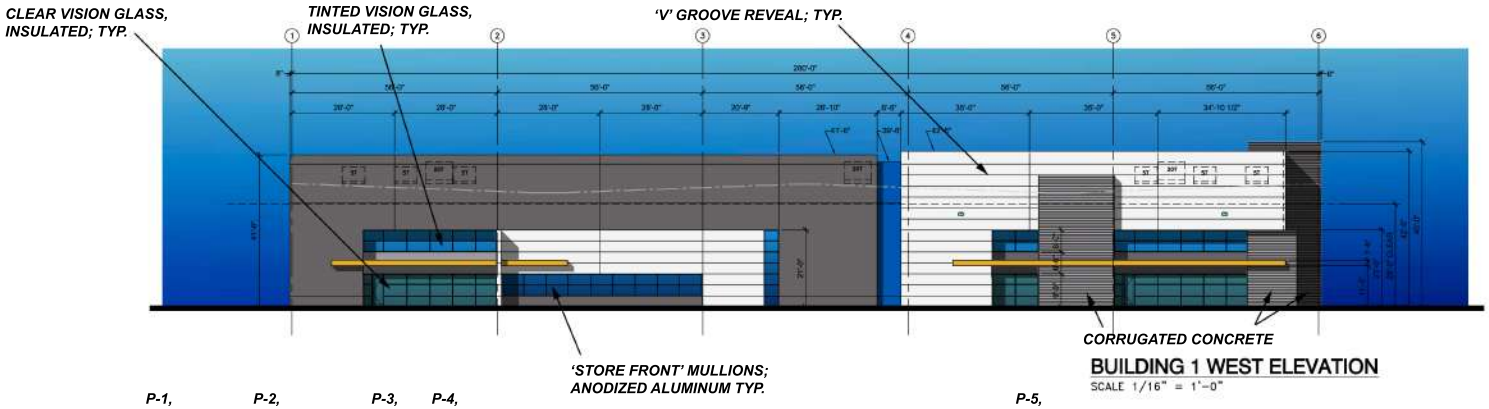
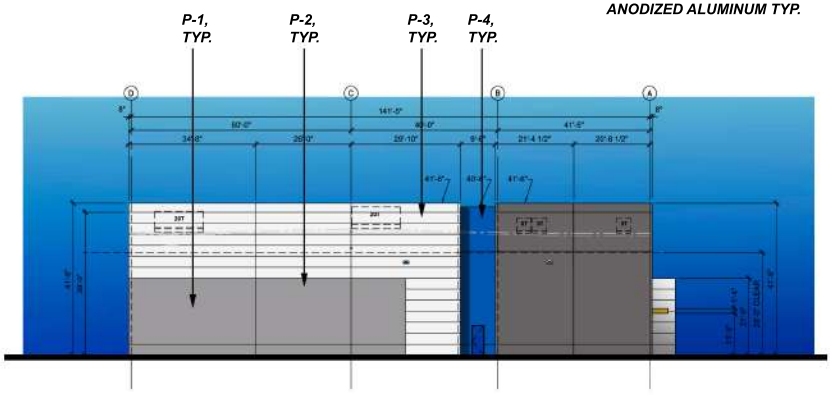


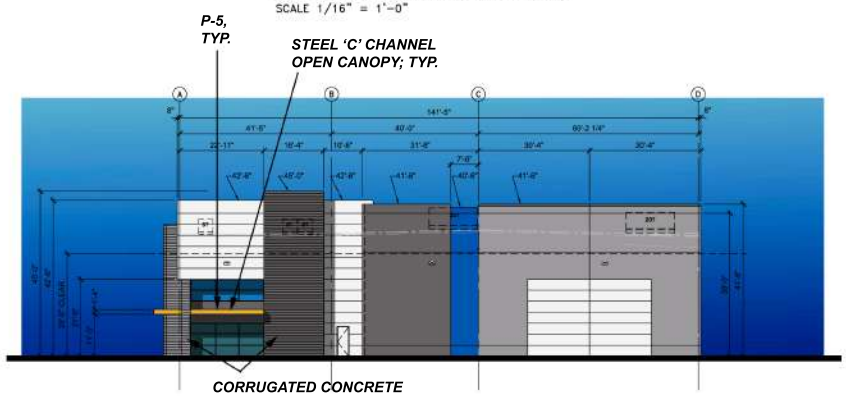
BUILDING 1 WEST ELEVATION

SCALE 1/16" = 1'-0"



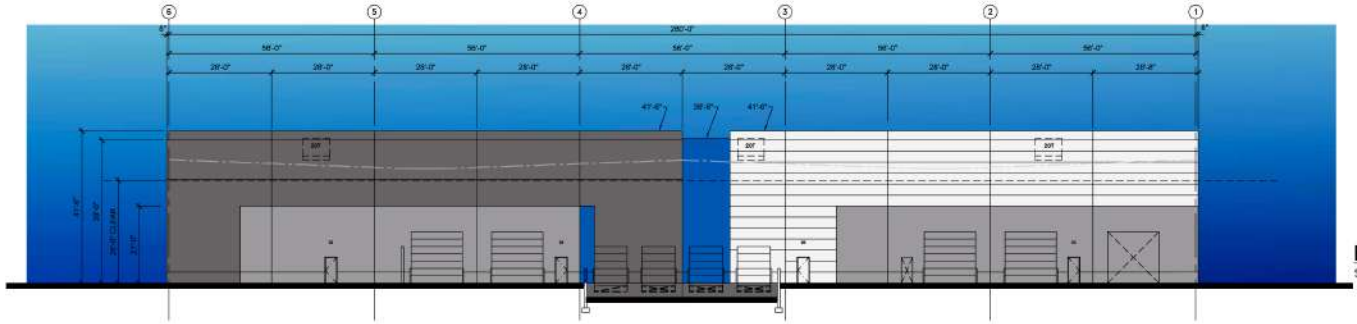
BUILDING 1 NORTH ELEVATION

SCALE 1/16" = 1'-0"



BUILDING 1 SOUTH ELEVATION

SCALE 1/16" = 1'-0"



BUILDING 1 EAST ELEVATION

SCALE 1/16" = 1'-0"

0 8 16 32

CITY OF CHANDLER GENERAL BUILDING ELEVATION NOTES:

1. ALL ROOF MOUNTED MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED BY PARAPET WALLS EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT.
2. SOLID MASONRY WALLS AND GATES EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT SHALL SCREEN ALL GROUND MOUNTED MECHANICAL EQUIPMENT.
3. ANY ROOF ACCESS LADDERS SHALL BE LOCATED INSIDE THE BUILDING. ROOF DRAINAGE SHALL UTILIZE INTERIOR ROOF DRAINS OR BE ARCHITECTURALLY INTEGRATED INTO THE BUILDING DESIGN. ARCHITECTURALLY INTEGRATED ROOF DRAINS SHALL REQUIRE ADDITIONAL ARTICULATION BEYOND PAINT ACCENTS. SECTION 35-1902 (8)(E)(15), ZONING CODE.
4. SCREENING SHALL BE ARCHITECTURALLY INTEGRATED FOR THE SERVICE ENTRANCE SECTION (SES) AND ALL UTILITIES. ALL GROUND MOUNTED EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW BY A CONCRETE OR MASONRY WALL WITH SOLID GATES, EQUAL TO OR GREATER IN HEIGHT THAN THE MECHANICAL EQUIPMENT. SECTION 35-1902 (8)(E)13, ZONING CODE.
5. SIGNS REQUIRE A SEPARATE SUBMITTAL AND PERMIT.

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MESLEY ROBERT BALMER 11903 3.12.24 ARIZONA, U.S.A. Exp. 3/31/26

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CHANDLER INNOVATION CENTER

19051 S ARIZONA AVE CHANDLER, AZ 85286

BUILDING #1 - ELEVATIONS

42005
18OCT23

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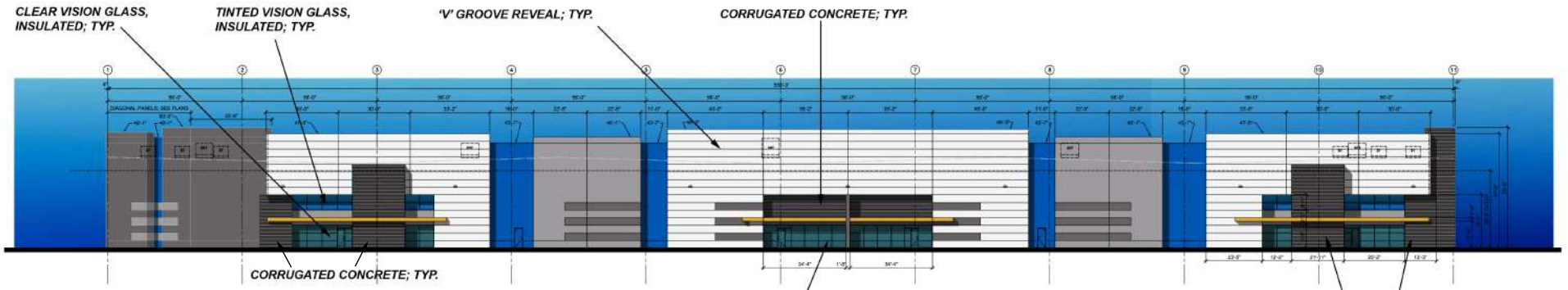
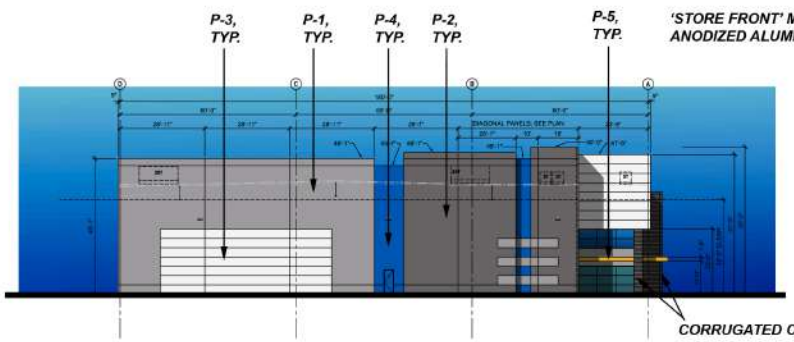


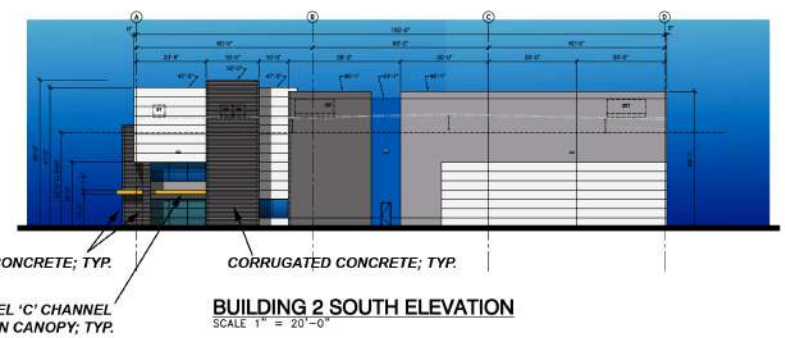
BUILDING 2 WEST ELEVATION

SCALE 1" = 20'-0"



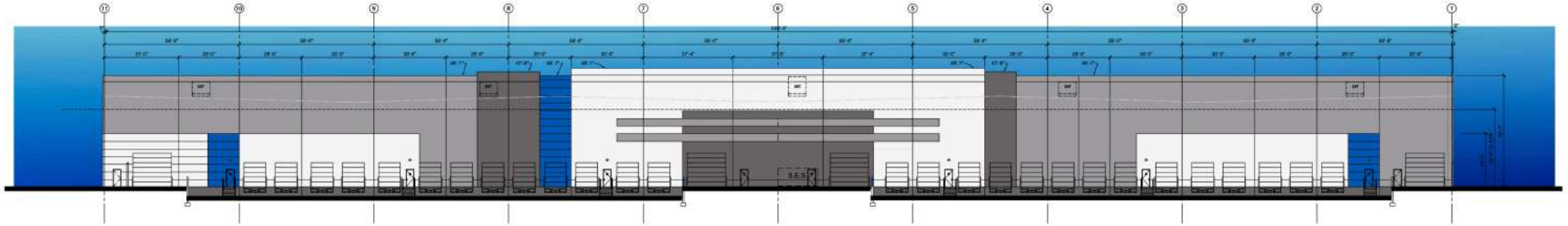
BUILDING 2 NORTH ELEVATION

SCALE 1" = 20'-0"



BUILDING 2 SOUTH ELEVATION

SCALE 1" = 20'-0"



BUILDING 2 EAST ELEVATION

SCALE 1" = 20'-0"

0 8 16 32

CITY OF CHANDLER GENERAL BUILDING ELEVATION NOTES:

1. ALL ROOF MOUNTED MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED BY PARAPET WALLS EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT.
2. SOLID MASONRY WALLS AND GATES EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT SHALL SCREEN ALL GROUND MOUNTED MECHANICAL EQUIPMENT.
3. ANY ROOF ACCESS LADDERS SHALL BE LOCATED INSIDE THE BUILDING. ROOF DRAINAGE SHALL UTILIZE INTERIOR ROOF DRAINS OR BE ARCHITECTURALLY INTEGRATED INTO THE BUILDING DESIGN. ARCHITECTURALLY INTEGRATED ROOF DRAINS SHALL REQUIRE ADDITIONAL ARTICULATION BEYOND PAINT ACCENTS. SECTION 35-1902 (8)(E)(15), ZONING CODE.
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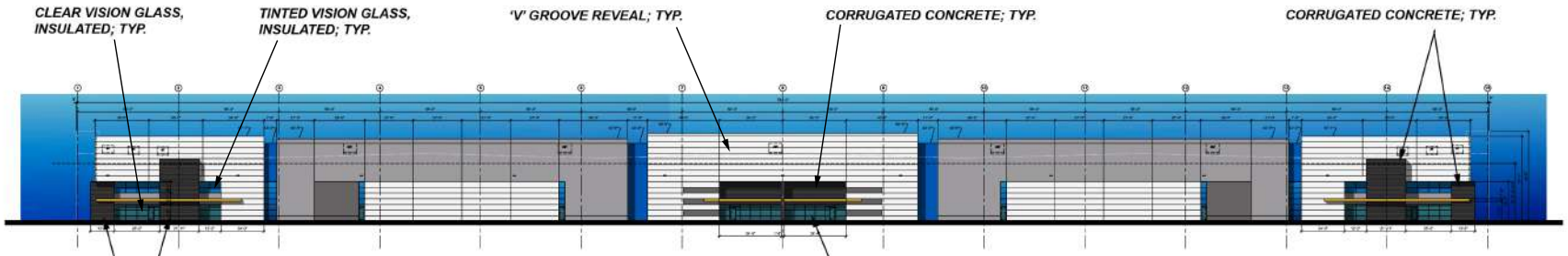
WESLEY ROBERT BALMER
11903
Exp. 3/31/26

PRELIMINARY NOT FOR CONSTRUCTION

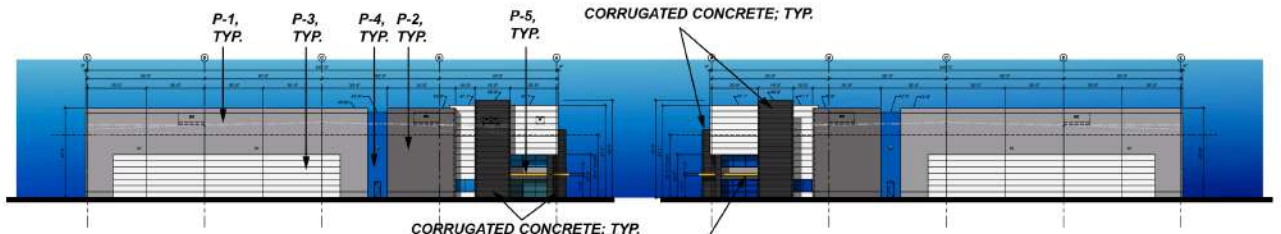
CHANDLER INNOVATION CENTER
19051 S ARIZONA AVE CHANDLER, AZ 85286
BUILDING #2 - ELEVATIONS

42005
18OCT23

BALMER architectural group

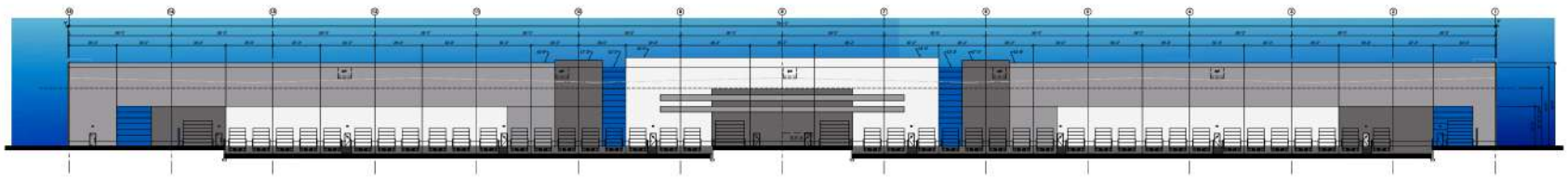


BUILDING 3 EAST ELEVATION
SCALE 1" = 30'-0"



BUILDING 3 SOUTH ELEVATION
SCALE 1" = 30'-0"

BUILDING 3 NORTH ELEVATION
SCALE 1" = 30'-0"



BUILDING 3 WEST ELEVATION
SCALE 1" = 30'-0"

0 8 16 32

CITY OF CHANDLER GENERAL BUILDING ELEVATION NOTES:

1. ALL ROOF MOUNTED MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED BY PARAPET WALLS EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT.
2. SOLID MASONRY WALLS AND GATES EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT SHALL SCREEN ALL GROUND MOUNTED MECHANICAL EQUIPMENT.
3. ANY ROOF ACCESS LADDERS SHALL BE LOCATED INSIDE THE BUILDING. ROOF DRAINAGE SHALL UTILIZE INTERIOR ROOF DRAINS OR BE ARCHITECTURALLY INTEGRATED INTO THE BUILDING DESIGN. ARCHITECTURALLY INTEGRATED ROOF DRAINS SHALL REQUIRE ADDITIONAL ARTICULATION BEYOND PAINT ACCENTS. SECTION 35-1902 (8)(E)(15), ZONING CODE.
4. SCREENING SHALL BE ARCHITECTURALLY INTEGRATED FOR THE SERVICE ENTRANCE SECTION (SES) AND ALL UTILITIES. ALL GROUND MOUNTED EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW BY A CONCRETE OR MASONRY WALL WITH SOLID GATES, EQUAL TO OR GREATER IN HEIGHT THAN THE MECHANICAL EQUIPMENT. SECTION 35-1902 (8)(E)13, ZONING CODE.
5. SIGNS REQUIRE A SEPARATE SUBMITTAL AND PERMIT.

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2425 E. CAMELBACK RD., SUITE 775
PHOENIX, ARIZONA 85016
PH 602-894-6718 FAX 602-488-0680
E-MAIL: ADMIN@BAG-INC.COM

REGISTERED ARCHITECT
CERTIFICATE NO. 11931
WESLEY ROBERT BALMER
Date Signed 1/10/24
ARIZONA, U.S.A.
Exp. 3/31/26

PRELIMINARY NOT FOR CONSTRUCTION

CHANDLER INNOVATION CENTER
19051 S ARIZONA AVE CHANDLER, AZ 85286
BUILDING #3 - ELEVATIONS

42005
18OCT23

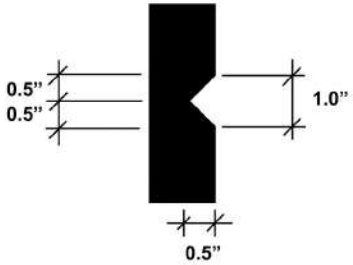
BALMER architectural group

MATERIAL BOARD: BUILDINGS 1,2 & 3

MASONRY WALLS

SINGLE SCORE 8"x8"x16" IN GREY PAINT FINISH TO MATCH BUILDING

LOCATIONS:
-SES ENCLOSURE
-TYPICAL VEHICULAR SCREEN WALL



TYP. CONCRETE REVEAL NTS

TYPICAL STOREFRONT ENTRY MATERIAL EXAMPLE

PAINT

P-1
CL 3214M 'WAVELENGTH'

P-2
CL 3215D 'ELF'

P-3
DE 6372 'LACE VEIL'

P-4
DEA 137 'DEEP SAPPHIRE'

P-5
DE5342 'BUMBLEBEE'

IN GENERAL, YELLOW PAINTS HAVE PIGMENTS IN THEM THAT ARE SUSCEPTIBLE TO FADING IN SUN. PRODUCT APPLIED TO BUILDING WILL BE 'MODERN MASTERS THEME PAINT' BRAND, AND COLOR MATCHED TO DE5342 'BUMBLEBEE'. THIS PAINT PRODUCT HAS UV RESISTANCE BUILT IN.

GLASS

PPG PACIFICA - 1 " INSULATED GLASS
SOLARBAN 60 (3)
U-VALUE OF 0.29 AND SHGC OF 0.25
CLEAR ANODIZED FRAMES AND INFILL PANELS, TYPICAL

DOUBLE PANE INSULATED CLEAR GLASS AT ALL STOREFRONT ENTRIES

CONCRETE PAVING

INTEGRAL COLOR CONCRETE:

A: MALIBU TAUPE

B: RIDGEBACK BROWN

INTEGRAL COLOR CONCRETE COLORS BY DAVIS CONCRETE, OR EQUAL.

CHANDLER INNOVATION CENTER - CAZ PDP
19051 S ARIZONA AVE CHANDLER, AZ 85286

42005
18OCT23

BALMER architectural group

ITEM 11

City Council Memorandum Development Services Memo No. 24-026

Date:	June 13, 2024
To:	Mayor and Council
Thru:	Joshua Wright, City Manager Andy Bass, Deputy City Manager and Acting Development Services Director
From:	Benjamin Cereceres, Planner
Subject:	PLT23-0039 Chandler Innovation Center
Request:	Preliminary Plat Approval
Location:	located 1/4 mile south of the southeast corner of Arizona Avenue and Germann Road
Applicant:	Jeffrey Rybarczyk, Bowman Consulting

Proposed Motion:

Move City Council approve Preliminary Plat PLT23-0039 Chandler Innovation Center, subject to conditions as recommended by the Planning and Zoning Commission.

Background Data:

- Site is approximately 23.45 acres
- The northern portion of the plat is located within unincorporated Maricopa County and is zoned IND-1 (Planned Industrial).
- An annexation is being processed to annex the northern section of the land and provide initial City zoning of I-1 (Planned Industrial District), which is consistent with the current zoning of the southern portion of the land that is currently within the City of Chandler's jurisdiction.
- City staff has reviewed and processed an Administrative Design Review application for the development of three industrial buildings totaling 327,776 square feet. The proposed development complies with all Zoning Code standards.
- The plat creates the lots and the tracts, establishes the necessary easements, and dedicates the required right-of-way.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting of May 15, 2024
Motion to Approve

In Favor: 5 Opposed: 0 Absent: 1 (Lopez)

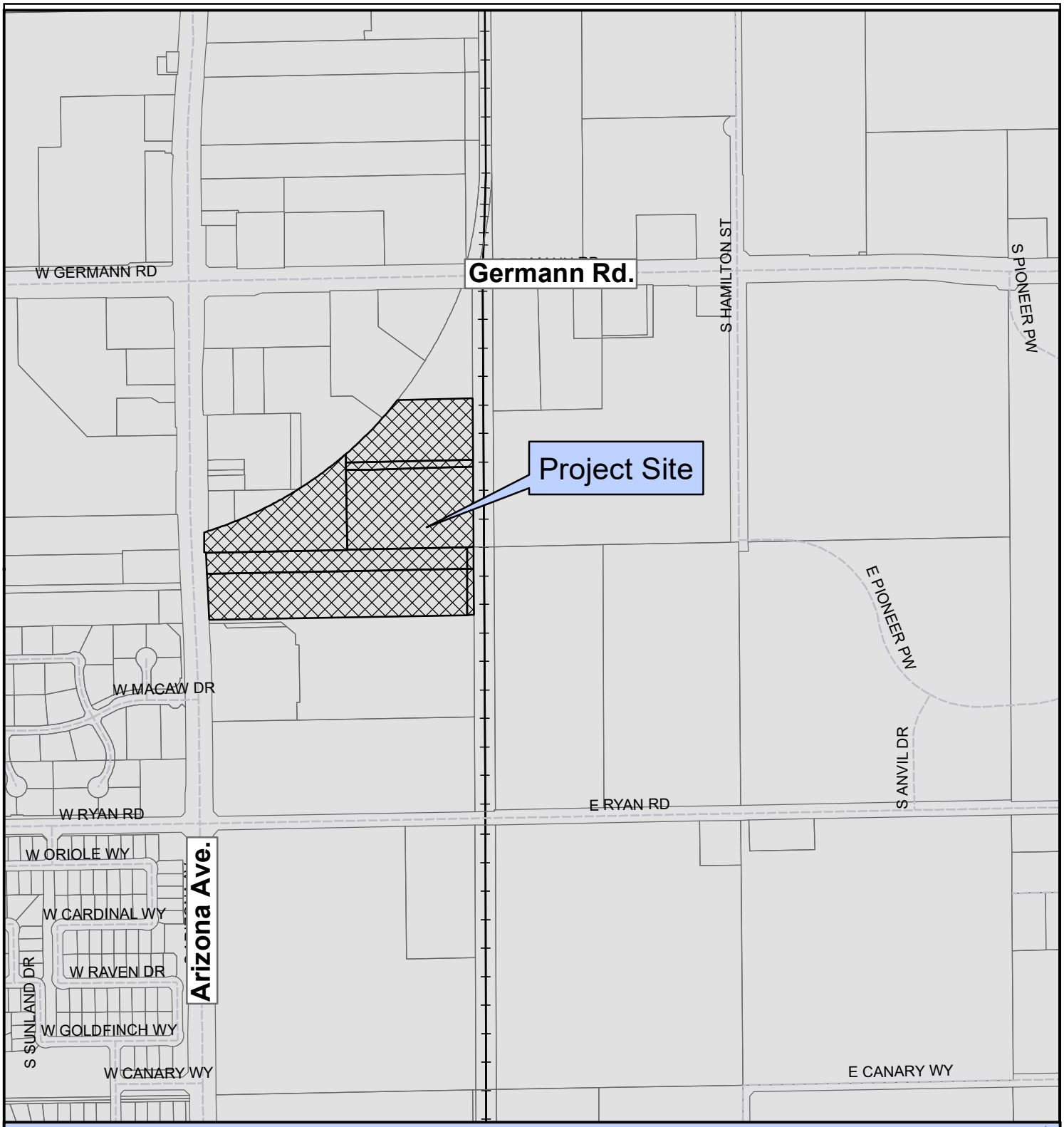
Recommended Conditions of Approval

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

Attachments

Vicinity Maps

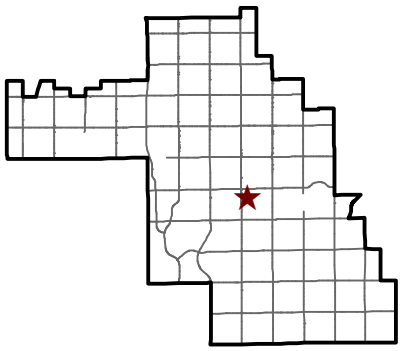
Preliminary Plat



PLT23-0039 Chandler Innovation Center (Pre-Plat)

Project Details

Zoning Case-PLA24-0057 Chandler Innovation Center
23.45 Acres (Net)
3 Industrial Lots



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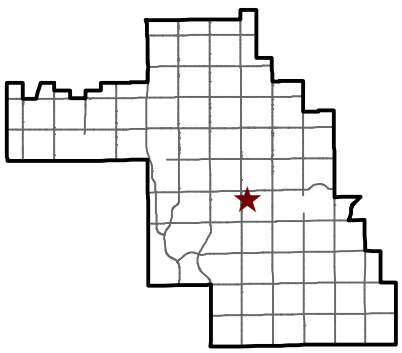
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning

PLT23-0039 Chandler Innovation Center (Pre-Plat)

N

Project Details

Zoning Case-PLA24-0057 Chandler Innovation Center
23.45 Acres (Net)
3 Industrial Lots



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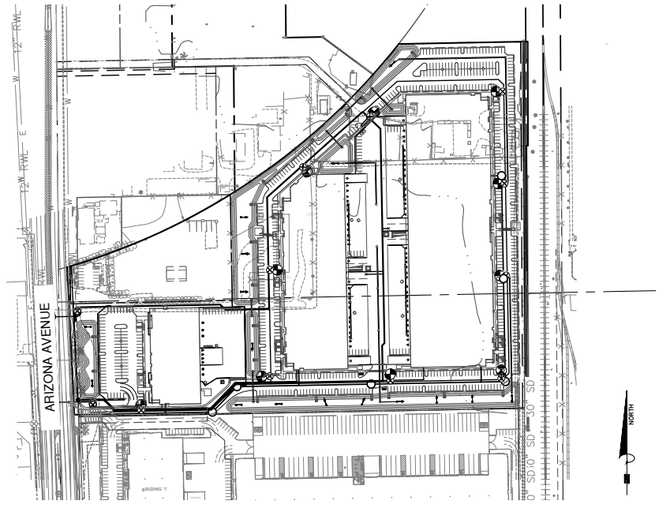
PRELIMINARY PLAT

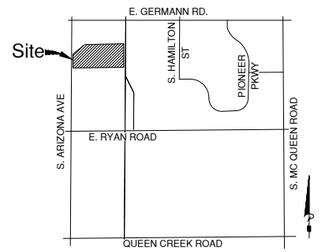
CHANDLER INNOVATION CENTER

CHANDLER, ARIZONA

LOCATED IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 EAST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



KEY MAP
1"=200'



VICINITY MAP
N.T.S.

DEVELOPER

CHANDLER INNOVATION PARK, LLC
7800 EAST UNION AVENUE
SUITE 800
DENVER, COLORADO 80237
PH: 720.528.3344
CONTACT: TONY KILL
EMAIL: TKILL@DPCCOMPANIES.COM

ARCHITECTS

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2425 E CAMELBACK RD STE. 775
PHOENIX, ARIZONA 85016
PH: 602.954.6718
CONTACT: WESLEY BALMER
EMAIL: WBALMER@BAG-INC.COM

ENGINEER

BOWMAN CONSULTING
1600 N DESERT DRIVE
SUITE 210
TEMPE, ARIZONA 85288
PH: 480.629.8830
CONTACT: JEFFREY S. RYBARCZYK
E-MAIL: JRYBARCZYK@BOWMAN.COM

BASIS OF BEARING

THE BASIS OF BEARING IS SOUTH 00°31'15" EAST ALONG THE WEST LINE OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN ACCORDING TO BOOK 589 OF SURVEYS, PAGE 48 MARICOPA COUNTY RECORDS.

BENCHMARK

SECTION 9, T2S, R5E FOUND. 3" BRASS CAP IN CONCRETE 100' NORTH, 70' WEST OF INTERSECTION OF ARIZONA AVE AND QUEEN CREEK ROAD; ON ROADSIDE BY SRP STRUCTURE CITY OF CHANDLER CONTROL NETWORK BM 43A
ELEVATION: 1215.57' NAVD 88

PROJECT DATA:

ADDRESS:	SOUTH OF THE SEC OF ARIZONA & GERMANN ROAD
APN:	303-33-007M 303-33-013M 303-33-013N 303-33-013P 303-33-013Q 303-33-013R 303-33-987 303-33-988
SITE AREA (GROSS):	1,021,448 SF / 23.45 AC
SITE AREA (NET):	1,021,448 SF / 23.45 AC
EXISTING ZONING:	IND-1, IND-2 & I-1
PROPOSED ZONING:	I-1
TOTAL LOTS:	3

UTILITIES SERVICES

WATER:	CITY OF CHANDLER
SEWER:	CITY OF CHANDLER
ELECTRIC:	SALT RIVER PROJECT
TELEPHONE:	CENTURY LINK
CABLE:	COX COMMUNICATIONS
GAS:	SOUTHWEST GAS
RECLAIMED WATER:	CITY OF CHANDLER
IRRIGATION:	ROOSEVELT WATER CONSERVATION DISTRICT

FLOOD ZONE CERTIFICATION

FLOOD INSURANCE MAP NUMBER 04013C2743M EFFECTIVE ON 11/04/2015
ZONE AH, FLOOD DEPTHS OF 1 TO 3 FEET (USUALLY AREAS OF PONDING).
BASE FLOOD ELEVATION DETERMINED, AND ZONE "X", AREAS OF 0.2% ANNUAL CHANCE FOR FLOOD; AREAS OF 1% ANNUAL CHANCE OF FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE OF FLOOD. FLOOD ZONE DESIGNATION PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

NOTES:

1. THE IMPROVEMENTS SHOWN ON THIS PLAT WILL NOT BE FULLY APPROVED BY THE CITY AND THE CERTIFICATE OF OCCUPANCY OF ACCEPTANCE WILL NOT BE ISSUED UNTIL THE OVERHEAD UTILITY LINE UNDERGROUNDING REQUIREMENT HAS BEEN SATISFIED.
2. THE IMPROVEMENTS SHOWN ON THIS PLAT WILL NOT BE FULLY APPROVED BY THE CITY AND THE CERTIFICATE OF OCCUPANCY OF ACCEPTANCE WILL NOT BE ISSUED UNTIL THE IRRIGATION FACILITY UNDERGROUNDING REQUIREMENT HAS BEEN SATISFIED.
3. THE FINAL PLAT FOR THIS SUBDIVISION WILL NOT BE APPROVED OR RECORDED UNTIL A RECLAIMED WATER USE AGREEMENT IS EXECUTED BY THE DEVELOPER AND APPROVED BY THE CITY.
4. VISIBILITY EASEMENTS RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE), OVER 24" IN HEIGHT IS NOT ALLOWED WITH THE EASEMENT EXCEPT TREES TRIMMED TO NOT LESS THAN 6' ABOVE GROUND. TREES SHALL BE SPACED NOT LESS THAN 8' APART.
5. THIS SUBDIVISION IS WITHIN CHANDLER MUNICIPAL AIRPORT IMPACT OVERLAY DISTRICT. A AVIATION OR AVIGATION EASEMENT SHALL BE PROVIDED AT THE TIME OF FINAL PLATTING.

RETENTION CALCULATIONS

VOLUME REQUIRED = 1.1 x D x A x C
D = 2.20 INCHES (100 YR - 2HR PRECIPITATION DEPTH)
A = AREA (SQUARE FEET)
C = 0.90

NOTES:

RETENTION VOLUME PROVIDED IS THE GREATER OF THE 100 YEAR 2 HOUR STORM OR THE EXISTING VOLUME OF THE STORAGE LOCATED IN FLOOD ZONE AH. CLOMR/ LOMR TO BE SUBMITTED FOR REVISION TO THE FLOOD PLAIN.

DRAINAGE AREA	AREA SF	VOLUME REQ CF	VOLUME PROVIDED BASINS(CF)	VOLUME PROVIDED PIPES(CF)	VOLUME PROVIDED TOTAL(CF)
1	118,908	21,581	21,931	-	21,931
2	862,454	156,535	196,462	-	196,462

Bowman

Bowman Consulting Group Ltd
1600 N. Desert Drive Ste 210
Tempe, Arizona 85288
Phone: (480) 629-8830
www.bowman.com
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PRELIMINARY PLAT
CHANDLER INNOVATION CENTER
CHANDLER, ARIZONA
MARICOPA COUNTY

C.O.C. LOG NO. PLT 23-0039
PROJECT NUMBER

REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE NO.
28117
JEFFREY SCOTT RYBARCZYK
DATE SIGNED 2-20-2024
ARIZONA U.S.A.

PLAN STATUS

DATE	DESCRIPTION

JSR	JMB	JSR
DESIGN	DRAWN	CHKD

SCALE H: 1" = 60'
V:

JOB No. 051343-01-001

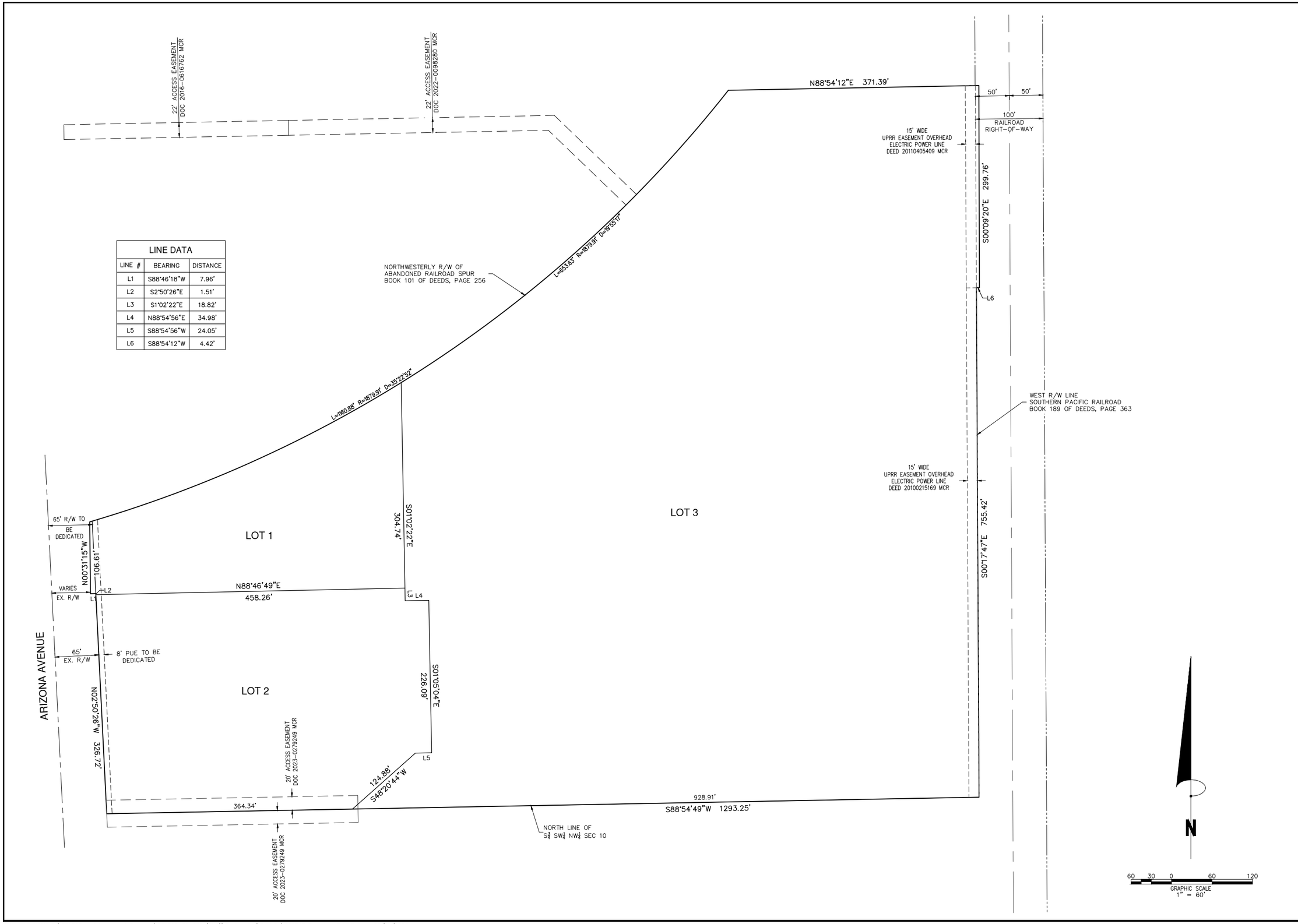
DATE : 2.20.2024

C1.0

SHEET 1 OF 2

C.O.C. LOG NO. PLT 23-0039

CAD FILE NAME: P:\051343 - Arizona and Germann\051343-01-001 (ENG)\Engineering\Exhibits\051343 bOUNDARY eXHIBIT cOVER.dwg 03/21/2024



LINE DATA		
LINE #	BEARING	DISTANCE
L1	S88°46'18"W	7.96'
L2	S2°50'26"E	1.51'
L3	S1°02'22"E	18.82'
L4	N88°54'56"E	34.98'
L5	S88°54'56"W	24.05'
L6	S88°54'12"W	4.42'

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PRELIMINARY PLAT
CHANDLER INNOVATION CENTER
CHANDLER, ARIZONA
MARICOPA COUNTY

COC LOG# CIV-----
PROJECT NUMBER

PLAN STATUS

DATE	DESCRIPTION	
JMB DESIGN	JMB DRAWN	JSR CHKD

SCALE H: 1" = 60' V:

JOB No. 051343-01-001

DATE : 2.23.2024

C1.1

SHEET 2 OF 2

CAD FILE NAME: P:\051343 – Arizona and Germann\051343-01-001 (ENG)\Engineering\Exhibits\051343 Boundary Exhibit.dwg 03/21/2024

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 24-029

Date: June 13, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager & Acting Development Services Director
From: Darsy Omer, Associate Planner
Subject: PLH24-0004 The Forum
Request: Use Permit time extension for a Series 6 Bar license and an Entertainment Use Permit for live music inside and on an outdoor patio
Location: 2301 South Stearman Drive, generally located south of the southwest corner of Gilbert and Germann roads
Applicant: Robert Leavitt, Arizona Liquor Industry Consultants

---

Proposed Motion:

Move City Council approve Use Permit and Entertainment Use Permit, PLH24-0004 The Forum, subject to the conditions recommended by Planning and Zoning Commission.

Background Data:

- Zoned Planned Area Development (PAD) for commercial and retail uses.
- Zoning code requires Use Permit approval for any bar license.
- Zoning code requires Entertainment Use Permit approval for any live entertainment or speakers provided outdoors and located 1,320 feet or less from a residentially zoned property.
- The closest residential property is approximately 900 feet to the east, across Gilbert Road.
- Liquor Use Permits (forerunner to Entertainment Use Permit) approved in 2017 and 2022 for a Series 6 bar license and live music.

Surrounding Land Use Data:

North	Charter School (Great Hearts)	South	Daycare (Kids Incorporated Learning Center)
East	Vacant parcel zoned PAD for a medical facility	West	Industrial (Aero Zone)

Proposed Development:

Size of Business	20,214 sq ft
Size of Patio	3,361 sq ft
Seating and Serving	221 persons
Hours of Business Operation	Monday - Wednesday: 8 am - 9:30 pm Thursday: 8 am - 10 pm Friday: 8 am - 12 am Saturday: 4 pm- 12 am Sunday: 2 pm - 9 pm
Type of Live Entertainment	Popular, Blues and Country Western bands (but not limited to these genres) Disc Jockeys (DJs) New outdoor stage Played through indoor and patio speakers
Hours of Live Entertainment	Indoors: Monday - Thursday: 8 am - 9:30 pm Friday - Saturday: 8 am - 12 am Sunday: 2 pm - 9 pm Applicant requested in 2021 to extend indoor live entertainment to 12:00 a.m., seven (7) days per week, as needed for third-party events. Outdoor Patio (recommendation to limit hours of live music and entertainment): Amplified: 10 am to 9 pm Sunday through Thursday and 10 am to 11 pm Friday and Saturday Non-amplified: 8 am to 10 pm Sunday through Thursday and 8 am to 11 pm Friday and Saturday
Additional Entertainment	10 TVs on patio, pool table, 8 outdoor speakers, live musical entertainment, disc jockeys and dancing inside and outside

Review and Recommendation:

Per Zoning Code section 35-305(4), an Entertainment Use Permit is required when alcoholic beverages are sold or served; there is entertainment activity provided outdoors with the property being located 1,320 ft. or less from a residentially zoned property; and/or if there is entertainment provided indoors with the property being located 600 feet or less from a residentially zoned property. The distance is measured from the closest exterior wall or fence of any indoor or outdoor space occupied by the subject establishment to the closest property line of a residentially zoned property. The nearest single-family residential development to this project is located approximately 900 feet to the east, across Gilbert Road.

A Use Permit is also required for a Series 6 liquor license for bars to operate within a commercially zoned district. The Forum currently operates with a Series 6 liquor license, and in 2017 and 2022 a Liquor Use Permit was approved for a Series 6 bar license along with limited live entertainment. A time stipulation of two years was provided upon approval.

In 2022, The Forum proposed to expand its indoor and outdoor live entertainment including bands, DJs, and additional outdoor speakers. Business operations of The Forum allow events to occur after regular business hours. The applicant at that time requested the indoor live entertainment to extend until 12 am seven days per week. To be consistent with approved Entertainment Use Permits for establishments located in proximity to residential developments, staff recommends all live entertainment occurring within the outdoor patio, including dancing, speakers, and bands, conclude by 10:00 pm, Sunday through Thursday, and by 11:00 pm on Friday and Saturday. This proposed stipulation was presented to the applicant, who has agreed to limiting hours of live entertainment on the outdoor patio.

In 2022, the Planning and Zoning Commission stipulated the hours of live entertainment on the patio be modified to address the start time of amplified and non-amplified music. Condition No. 10 was modified to address their concerns as follows: "Amplified live music and entertainment on the patio may occur from 10 a.m. to 10 p.m. Sunday through Thursday and from 10 a.m. to 11 p.m. Friday and Saturday. Non-amplified live music and entertainment on the patio may occur from 8 a.m. to 10 p.m. Sunday through Thursday and from 8 a.m. to 11 p.m. Friday and Saturday."

The applicant is not proposing any changes to the 2022 conditions of approval. Additionally, the Use Permit does not override any state liquor licensing requirements and the applicant must comply with all State regulations that pertain to the liquor license.

After receiving opposition letters, staff contacted the applicant, who agreed to modify condition #10, limiting the hours of operation of amplified live music and entertainment on the outdoor patio from Sunday-Thursday to 9pm instead of 10pm.

Planning staff has reviewed the request and finds it consistent with the General Plan and applicable zoning. Live entertainment is a compatible land use with the surrounding commercial development and the residential development located to the east with the proposed stipulations. Planning and Zoning Commission recommends approval.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting sign was posted on the site and on social media via NextDoor.
- A neighborhood meeting was held on April 10, 2024; only the applicant and staff attended the meeting.
- Planning staff have received three (3) emails from residents: two (2) from the same household and another (1) resident representing two different homes on the east side of Gilbert Road. In response to the concerns, the applicant agreed to reduce the outdoor amplified live music from 10 pm to 9 pm, Sunday-Thursday.
- As of the writing of this memo, Planning staff aware of three (3) people in opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting, May 15, 2024
Motion to Approve

In Favor: 5 Opposed: 0 Absent: 1 (Lopez)

Recommended Conditions of Approval

Planning staff finds the request is in compliance with the General Plan and Planning and Zoning Commission recommends City Council approve the Use Permit/ Entertainment Use Permit, subject to the following conditions:

1. Expansion or modification beyond the approved exhibits (Site Plan, Floor Plan and Narrative) shall void the Use Permit and require a new Use Permit application and approval.
2. The Use Permit is non-transferable to any other location.

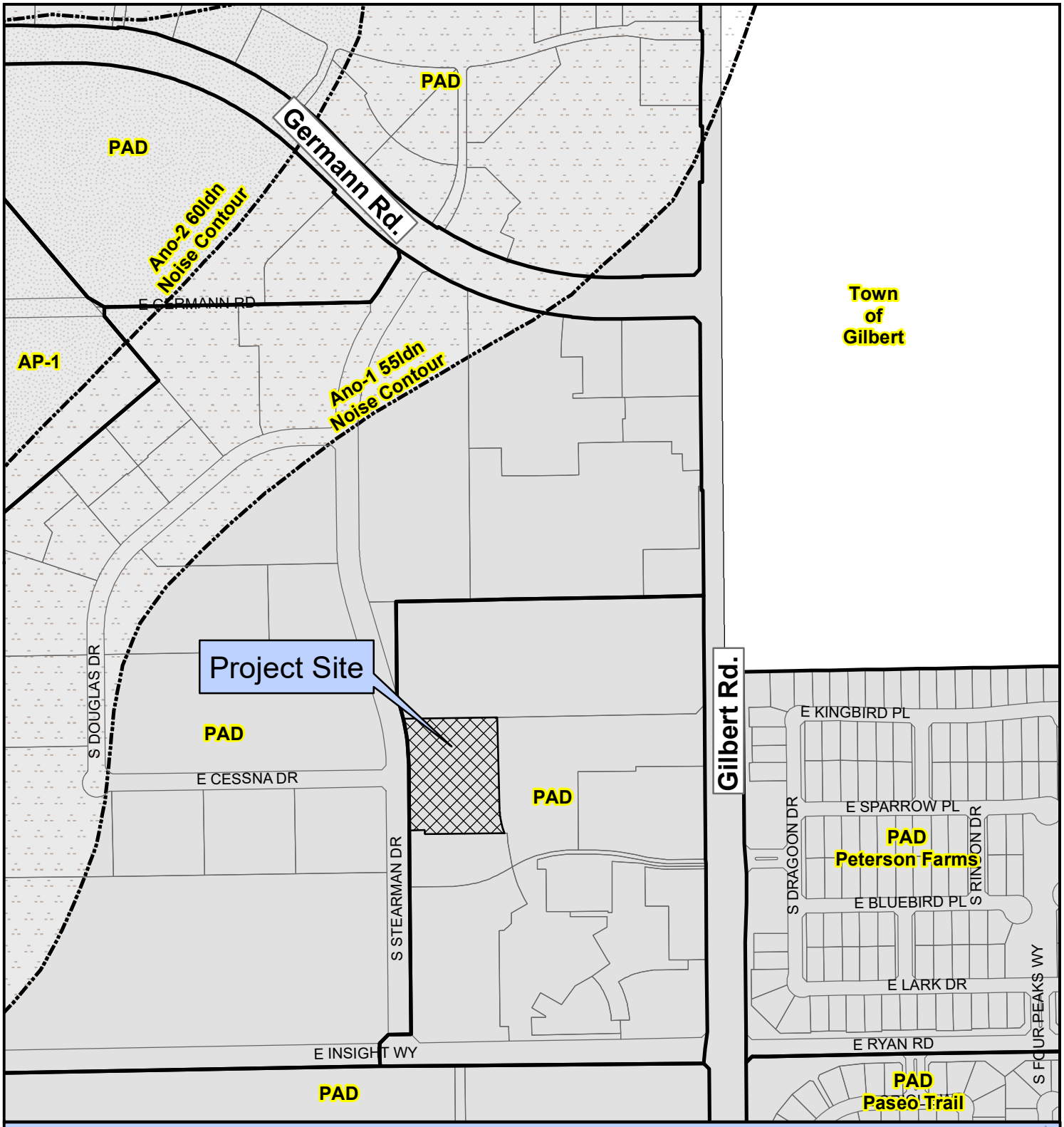
3. This Use Permit approval is solely for a Series 6 Bar license.
4. Expansion or modification beyond the approved exhibits (Site Plan, Floor Plan and Narrative) shall void the Entertainment Use Permit and require a new Entertainment Use Permit application and approval.
5. The Entertainment Use Permit is non-transferable to any other location.
6. The site shall be maintained in a clean and orderly manner.
7. No noise shall be emitted from external speakers or live entertainment in such a manner that exceeds the general level of noise by uses outside the premises of the business and disturbs adjacent businesses and residential areas.
8. Music shall be controlled so as to not unreasonably disturb area residents and shall not exceed the ambient noise level as measured at the commercial property line.
9. The establishment shall provide a contact phone number for a responsible person (i.e. bar owner and/or manager) to any interested neighbors or property owners to resolve complaints quickly and directly.
10. Amplified live music and entertainment on the patio may occur from 10 a.m. to 9 p.m. Sunday through Thursday and from 10 a.m. to 11 p.m. Friday and Saturday. Non-amplified live music and entertainment on the patio may occur from 8 a.m. to 10 p.m. Sunday through Thursday and from 8 a.m. to 11 p.m. Friday and Saturday.
11. The Entertainment Use Permit shall remain in effect from the date of Council approval.
12. The Use Permit does not override any State liquor licensing requirements. The applicant must comply with all regulations that pertain to the liquor license.

Attachments

Vicinity Maps

Exhibits

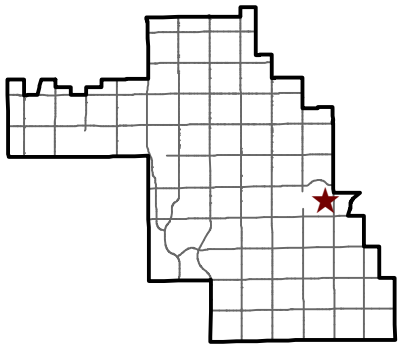
Letters of Concern



PLH24-0004 The Forum

Proposed Project Details

2301 S. Stearman Dr.
Request Use Permit time extension for a Series 6 bar license and Entertainment Use Permit for live music inside and on an outdoor patio



CHANDLER arizona

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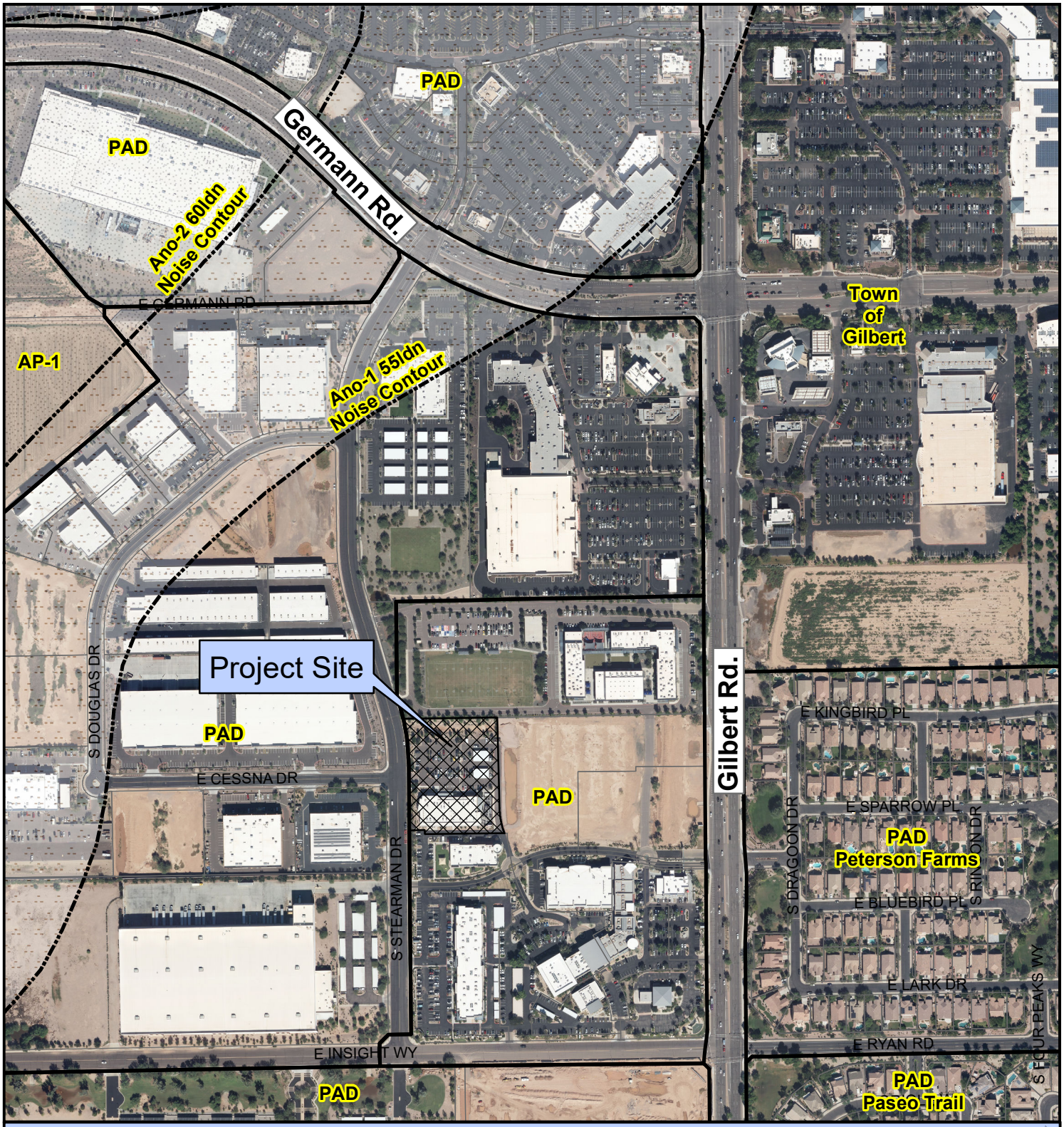
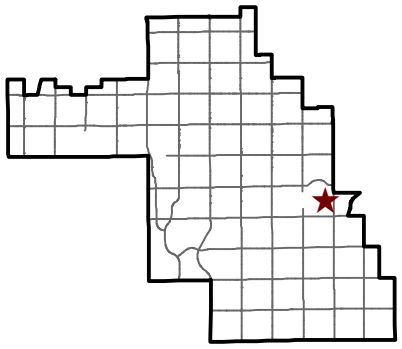


PLH24-0004 The Forum

Proposed Project Details
2301 S. Stearman Dr.
Request Use Permit time extension for a Series 6 bar license and Entertainment Use Permit for live music inside and on an outdoor patio



CHANDLER arizona

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

PLH24-0004

The Forum

2301 S Stearman Drive, generally located south of the southwest corner of Gilbert Rd and Germann Rd.

Table of Contents:

1. Narrative
2. Site Plan
3. Aerial View
4. Existing Site

P.O. Box 2502
Chandler, Arizona 85244
(480) 730-2675 Phone (480) 730-2676 Fax

ARIZONA LIQUOR
INDUSTRY CONSULTANTS

March 12, 2024

City of Chandler
Planning Department
Attn: Ms. Darsy Omner, Associate City Planner
175 South Arizona Avenue
Chandler, Arizona 85225

Re: The Forum
2301 South Stearman Drive
Chandler Arizona 85386 Maricopa County Assessor Parcel: 303-31-381
Legal Description: VERSANTE AT CHANDLER AIRPARK LOT 2 REPLAT MCR 1330-22
Chandler Case: PLH24-0004

Ms. Darsy Omer:

Our firm is the applicant on behalf of The Forum (as referenced above) seeking renewal approval of the existing Chandler Entertainment Use Permit. The applicant holds a valid Arizona Liquor License Series 6 for a Bar (ADLLC 06070292).

The premises total three thousand three hundred eighty-one (3,361) square feet, with two thousand one hundred eight-one (2,181) square feet of interior space and one thousand one hundred eighty (1,180) square feet for the attached outdoor patio. The business has a seating capacity of two hundred twenty-one (221) persons, with one hundred forty-six (146) persons designated for the interior space and seventy-five (75) persons designated for the attached outdoor patio area. The attached outdoor patio has eight (8) entrances/exits and is in full compliance with ARS Title IV for an attached outdoor patio.

The applicant's licensed serving area includes both the interior space and the attached outdoor patio. The applicant strictly enforces the policy of NO SMOKING anywhere on their premises, including the attached outdoor patio.

The applicant employs ten (10) people, with five (5) people full-time and five (5) people part-time.

The business will continue its existing approved hours of operation between 0800 – 1700 hours Monday through Friday and 0800-1500 hours on Saturday. The business is CLOSED on Sunday.

- The business has ten (10) wall mounted televisions throughout the premises.

- An indoor pool table within the existing licensed area

- Eight (8) five ½ (5 ½) inch outdoor directional speakers on the attached outdoor patio with all sound directed inward to minimize any ambient sound leaving the premises.

- Live musical entertainment both inside and outside which will be played through interior and patio speakers.

- Musical entertainment will be provided Thursday, Friday, and Saturday between 8:00 AM until 2:00 PM

- The musical entertainment will include but not be limited to Popular, Blues and Country/Western

- Disc Jockeys ("DJ's) both inside and outside with dancing inside and outside.

The business will not add, change, or remove the existing building or monument signage. The business is nine hundred (nine hundred) horizontal feet from any surrounding residential area or religious organization.

<u>The applicant has made no changes of any type to the premises as described and approved in the initial Entertain Use Permit.</u>

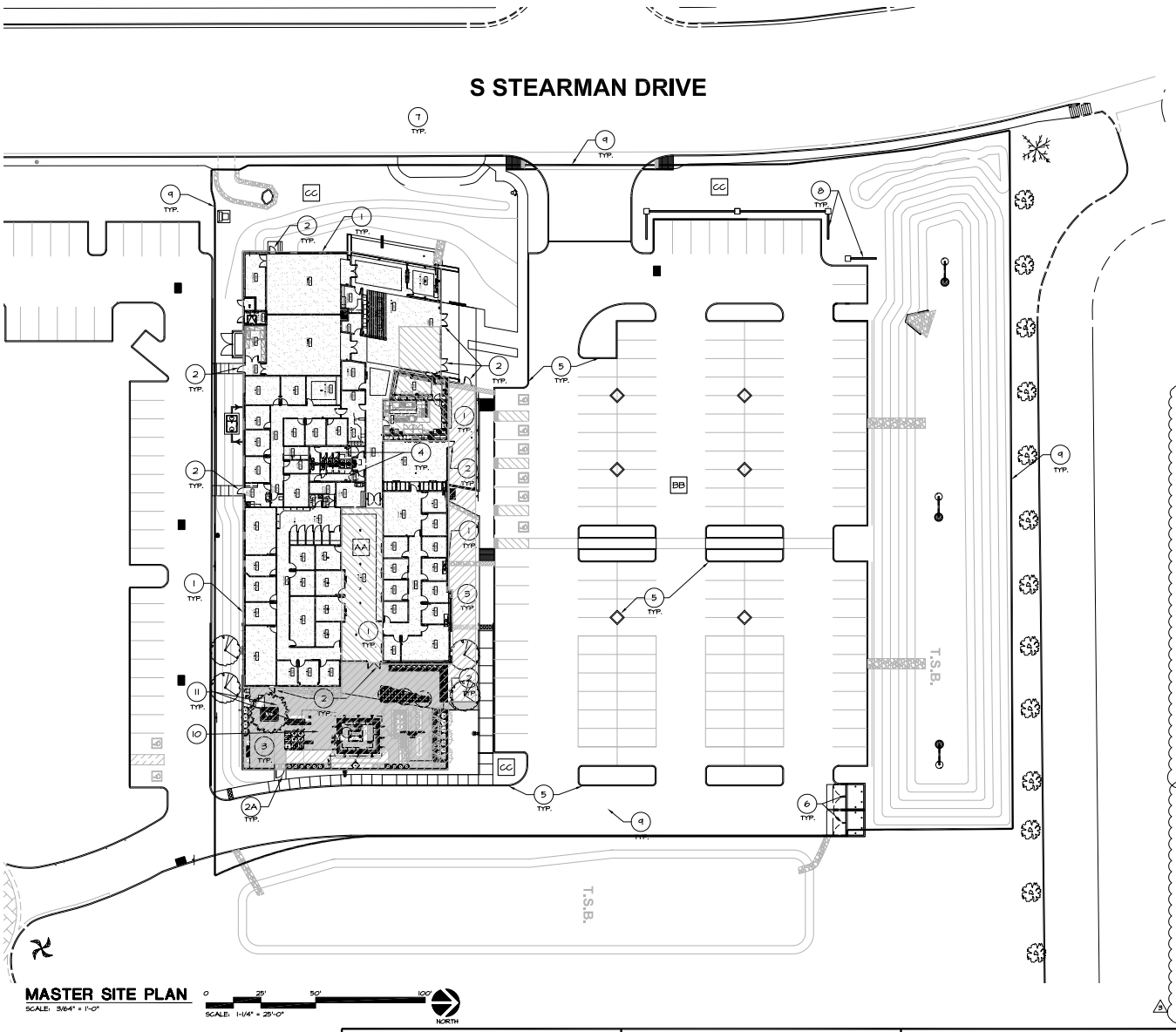
The Chandler Police Department has received no complaints of any type arising from the operation of The Forum during their existence.

The property at 2301 South Stearman Drive, Phoenix, Arizona 85286 is wholly owned by Stearman Drive, LLC, of which the principal(s) of The Forum is/are the sole Manager and Member of said limited liability company. As such, no third (third) party permission is required for the Use Permit applied for herein.

The granting of this Entertainment Use Permit renewal will not cause any significant vehicular or pedestrian traffic in adjacent areas. The surrounding area contains other restaurants and stores, therefore, will not cause any additional nuisances such as odor, dust, gas, vibration, smoke, heat, or glare.

Respectfully submitted,

Jeffrey Craig Miller



MASTER SITE PLAN

SCALE: 3/64" = 1'-0"

0 25' 50' 100'

SCALE: 1-1/4" = 25'-0"

NORTH

PROJECT DESCRIPTION

THE INTENT OF THIS PROJECT IS TO PROVIDE EXISTING AREA AND PLUMBING CALCULATIONS FOR THE FORUM STANDARD BUSINESS USE MONDAY THRU FRIDAY AT 8:00 AM - 5:00 PM AND ALLOW FOR A CODE MODIFICATION TO THE CODE FOR AFTER HOUR USE PAST 5:00 IN THE EVENING AND WEEKENDS AT 8:00 AM - 5:00 PM. CODE MODIFICATION WILL ALLOW CURRENT RESTROOM FIXTURE COUNT TO REMAIN AND ALLOW THE FORM TO OPERATE THEIR BUSINESS AS INDICATED.

SITE PLAN REVIEW

A. BUILDING OWNERSHIP:
THE FORUM CO-HOME
2301 S. STEARMAN DR.
CHANDLER, ARIZONA 85286
PHONE: (480) 784.0196
CONTACT: CHUCK PAZIO/ANGELA PAZIO

B. SUBMITTED BY:
EVOLUTION DESIGN, INC.
51 WEST THIRD STREET, SUITE 115
TEMPE, ARIZONA 85281
PHONE 480.421.0880
FAX 480.421.1881
CONTACT: JEREMY LEAR/STEPHEN WRIGHT

C. PROJECT INFO:
RESTROOM CODE MODIFICATION
THE FORUM
PROJECT NO: 34046.00

D. SITE ADDRESS:
2301 S. STEARMAN DR.
CHANDLER, ARIZONA

E. PARCEL NUMBER: 303-31-372

F. PROPOSED USES AND/OR SCOPE OF WORK:
PLUMBING CALCULATION FOR CODE MODIFICATION

G. LIST ALL PERMITS OR VARIANCES REQUESTED:
CODE MODIFICATION

H. LOCATION MAP, ORIENTED THE SAME DIRECTION:
SEE BELOW

J. SCALE AND NORTH ARROW:
SEE PLAN

K. LEGAL DESCRIPTION:
LOTS 7,8,9,10,11 AND 15, OF VERSANTE AT CHANDLER AIRPARK, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 904 OF MAPS, PAGE 14 AND CERTIFICATE OF CORRECTION RECORDED AS 2000-82091 OF OFFICIAL RECORDS.
EXCEPT ANY PORTION THEREOF LYING WITHIN LOT 1, A MINOR LAND DIVISION MAP OF LOTS 7 THRU 15 OF VERSANTE AT CHANDLER AIRPARK, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA RECORDED IN BOOK 1223 OF MAPS, PAGE 20.

L. PROPERTY LINES:
IDENTIFIED ON PLAN

M. PARCEL SIZE:
126,804 S.F. (2.911 ACRES)

N. ZONING: PAD (EXISTING)

O. OCCUPANCY GROUP: B (OFFICE), A-2 (ASSEMBLY)
PATIO OCCUPANCY GROUP, A-2 (ASSEMBLY)

P. BUILDING AREA, % OF LOT COVERAGE
OFFICE BUILDING AREA (EXISTING):
BUILDING AREA:
B (OFFICE): 17,058 S.F.
A-2 (KITCHEN): 975 S.F.
A-2 (RESTAURANT): 2,181 S.F.
TOTAL: 20,214 S.F.
PATIO AREA:
A-2 (DECK & FLOOR): 3,156 S.F.
A-2 (BACK OF HOUSE): 195 S.F.
TOTAL: 3,351 S.F.
LOT COVERAGE:
BUILDING: 20,214 S.F. / 126,804 S.F. = 15.9%
PATIO: 4,242 S.F. / 126,804 S.F. = 3.4%

Q. BUILDING HEIGHT:
EXISTING BUILDING HEIGHT: 23'-8" (24'-0" AT MAIN ENTRY)
PATIO STRUCTURE HEIGHT: 22'-8"

R. TYPE OF CONSTRUCTION:
EXISTING BUILDING: V-B W/ A.F.E.S. (EXISTING)
NEW PATIO BAR: V-B, NS
(SPRINKLERS TO BE PROVIDED UNDER SEPARATE PERMIT)

S. AUTOMATIC EXTINGUISHING SYSTEM PER CITY OF CHANDLER IBC: NOT APPLICABLE THIS PERMIT (EXISTING)

T. OCCUPANCY LOAD:
BUILDING OCCUPANCY:
B (OFFICE): 17,058 S.F. / 150 = 114 OCC.
A-2 (KITCHEN): 975 S.F. / 200 = 5 OCC.
A-2 (RESTAURANT): 2,181 S.F. / 15 = 146 OCC.
TOTAL OCC.: 265 OCC.
PATIO OCCUPANCY:
A-2 (DECK & FLOOR): 3,156 S.F. / 15 = 210 OCC.
A-2 (BACK OF HOUSE): 195 S.F. / 200 = 1 OCC.
TOTAL OCC.: 211 OCC.
OVERALL TOTAL OCC.: 476 OCC.

X. PARKING:
OFFICE PARKING REQUIRED (DURING BUSINESS HOURS):
B (OFFICE): 17,058 S.F. AT 1/250 = 69 SPACES
TOTAL OCC.: 69 REGULAR SPACES
A.D.A PARKING REQUIRED:
TOTAL OCC.: 69 * 2% = 1.4 A.D.A SPACES
PATIO PARKING REQUIRED (AFTER BUSINESS HOURS):
A-2 (SERVING): 6,413 S.F. AT 1/50 = 130 SPACES
A-2 (KITCHEN): 975 S.F. AT 1/200 = 5 SPACES
TOTAL OCC.: 135 REGULAR SPACES
A.D.A PARKING REQUIRED:
TOTAL OCC.: 135 * 2% = 2.7 A.D.A SPACES
PARCEL EXISTING PARKING PROVIDED:
REGULAR SPACES: 128
A.D.A. SPACES: 6
TOTAL SPACES: 134

Y. LANDSCAPING ON-SITE REQUIRED: ALL LANDSCAPING IS EXISTING TO REMAIN. LANDSCAPE WITHIN LANDSCAPE ISLANDS AT SCOPE OF WORK TO BE REMOVED AND RELOCATED AS NEEDED. REFER TO PLAN FOR ADD'L INFO.

Z. CLOSEST FIRE HYDRANT: EXISTING TO REMAIN

AA. ALL EXISTING REFUSE ENCLOSURES:
SHOWN ON PLAN - IDENTIFIED AS KEYNOTE 2/-

BB. ALL STREETS, MEDIANS AND DRIVEWAYS WITHIN 125' OF PROPERTY: IDENTIFIED ON PLAN

SITE PLAN REVIEW CONT'D.

CC. PLUMBING:

B (OFFICE). 114 OCC. / 2 = 57
1/25 WC FOR THE FIRST 50 OCC. AND 1/50 WC FOR REMAINING OCC.
(2) WC FOR FIRST 50
(1) WC FOR REMAINING
1/40 A.D.A. FOR THE FIRST 80 OCC. AND 1/80 LAV. FOR REMAINING OCC. AND 1/80 LAV. FOR REMAINING OCC.
MENS: 1 WATER CLOSETS, 2 URINALS, 2 LAV.S
WOMENS: 3 WATER CLOSETS, 2 LAV.S

A-2 (KITCHEN/RESTAURANT). 51 OCC. / 2 = 76
76 OCC. 1/75 = 2 WC.
76 OCC. 1/200 = 1 LAV.
MENS: 1 WATER CLOSETS, 1 URINALS, 1 LAV.S
WOMENS: 2 WATER CLOSETS, 1 LAV.S

A-2 (PATIO). 212 OCC. / 2 = 106
106 OCC. 1/75 = 2 WC.
106 OCC. 1/200 = 1 LAV.
MENS: 1 WATER CLOSETS, 1 URINALS, 1 LAV.S
WOMENS: 2 WATER CLOSETS, 1 LAV.S

REQUIRED PLUMBING:
MENS: 3 WATER CLOSETS, 4 URINALS, 4 LAV.S
WOMENS: 7 WATER CLOSETS, 4 LAV.S

PROVIDED PLUMBING:
MENS: 2 WATER CLOSETS, 2 URINALS, 2 LAV.S
WOMENS: 4 WATER CLOSETS, 2 LAV.S

DD. LANDSCAPING ON-SITE REQUIRED: ALL LANDSCAPING IS EXISTING TO REMAIN. LANDSCAPE WITHIN LANDSCAPE ISLANDS AT SCOPE OF WORK TO BE REMOVED AND RELOCATED AS NEEDED. REFER TO PLAN FOR ADD'L INFO.

EE. CLOSEST FIRE HYDRANT: EXISTING TO REMAIN

FF. ALL EXISTING REFUSE ENCLOSURES:
SHOWN ON PLAN - IDENTIFIED AS KEYNOTE 2/-

GG. ALL STREETS, MEDIANS AND DRIVEWAYS WITHIN 125' OF PROPERTY: IDENTIFIED ON PLAN

LEGEND

B (OFFICE)

A-2 (INTERIOR)

A-2 (EXTERIOR)

KEY NOTES

1. EXISTING BUILDING TO REMAIN.
2. EXISTING EXITS TO REMAIN. (2A) ADD EGRESS GATE AND SIDEWALK AT THIS LOCATION.
3. EXISTING EXTERIOR RATIO TO REMAIN AS PREVIOUSLY CONSTRUCTED
4. ORIGINAL RESTROOM TO REMAIN AS CONSTRUCTED. NO CHANGE PER CODE MODIFICATION.
5. EXISTING CURBING, TENANT ENTRIES, SIDEWALKS, AND DRIVEWAYS TO REMAIN.
6. EXISTING TRASH AREA/ENCLOSURE TO REMAIN AS ERECTED WITH ORIGINAL BUILDINGS.
7. EXISTING RESIDENTIAL/COMMERCIAL ROADWAY AS EXISTS FROM CITY OF CHANDLER.
8. EXISTING SITE WALLS TO REMAIN.
9. EXISTING PROPERTY LINES PER ORIGINAL SHELL CONSTRUCTION.
10. EXISTING EXTERIOR CANOPY ABOVE BALCONY TO BE REMOVED AT THIS LOCATION ONLY. SALVAGE ANY REUSABLE MATERIAL AND RETURN TO RIGHTFUL OWNER STOCKPILE.
11. TIE NEW FIRE SPRINKLER HEADS AND LINE TO BAR OVERHEAD AS NEEDED. FIRE SPRINKLER TO BE DEFERRED SUBMITTAL.

GENERAL NOTES

A. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM WITH ALL APPLICABLE CODES AND ORDINANCES PER CITY OF CHANDLER.

B. STRUCTURES AND LANDSCAPING WITHIN A TRIANGLE MEASURED BACK 10' FROM THE PROPERTY LINE AND 20' ALONG THE PROPERTY LINE ON EACH SIDE OF THE DRIVEWAY ENTRANCES WILL BE MAINTAINED AT A MAXIMUM HEIGHT OF 3'.

C. ANY LIGHTING WILL BE PLACED SO AS TO DIRECT LIGHT AWAY FROM ADJACENT RESIDENTIAL DISTRICTS AND WILL NOT EXCEED ONE FOOT CANDLE AT THE PROPERTY LINE. NO NOISE, ODOR, OR VIBRATION WILL BE EMITTED AT ANY LEVEL EXCEEDING THE GENERAL LEVEL OF NOISE, ODOR, OR VIBRATION EMITTED BY USES IN THE AREA OUTSIDE OF THE SITE.

D. OWNERS OF THE PROPERTY ADJACENT TO PUBLIC RIGHTS-OF-WAY WILL HAVE THE RESPONSIBILITY FOR MAINTAINING ALL LANDSCAPING LOCATED WITHIN THE RIGHTS-OF-WAY, IN ACCORDANCE WITH APPROVED PLANS.

E. EXISTING STRUCTURES MUST COMPLY WITH THE CHANGE OF OCCUPANCY PROVISIONS IN THE CHANDLER CONSTRUCTION CODE PRIOR TO USE, IF APPLICABLE.

F. AFTER FINAL APPROVAL, THE PROJECT WILL BE INSPECTED FOR ZONING COMPLIANCE DURING CONSTRUCTION AND PRIOR TO OCCUPANCY. THE APPLICANT IS TO NOTIFY DSD PRIOR TO OCCUPANCY TO ARRANGE FOR INSPECTIONS. CALL 602.262.6481 AND REQUEST A DESIGN REVIEW INSPECTION.

G. THIS IS AN CITY OF CHANDLER BUILDING. CITY OF CHANDLER WILL REVIEW THE CONSTRUCTION DOCUMENTS FOR CODE COMPLIANCE AND STRUCTURAL INTEGRITY.

GOVERNING CODES

**NOTE: ALL WORK SHALL CONFORM TO ALL APPLICABLE GOVERNING CODES, INCLUDING, BUT NOT LIMITED TO THE LATEST EDITIONS OF THE FOLLOWING:

BUILDING:	2018 INTERNATIONAL BUILDING code
MECHANICAL:	2018 INTERNATIONAL MECHANICAL CODE
PLUMBING:	2018 UNIFORM PLUMBING CODE
ELECTRICAL:	2017 NATIONAL ELECTRICAL CODE
FIRE SAFETY:	I.F.C & 2018 NFPA 13 & 72
HANDICAP:	2009 ICC/ANSI 117.1 ACCESSIBILITY STANDARDS
HEALTH:	MARICOPA COUNTY, STATE OF ARIZONA
ENERGY:	2018 INTERNATIONAL ENERGY CONSERVATION CODE

BLDG./OUTDOOR USES

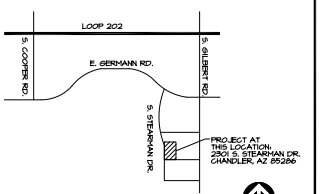
AA. MAIN STRUCTURE - THIS PORTION OF THE PROPERTY IS THE MAIN AND ONLY BUILDING ON THE SITE. THIS BUILDING HOUSES OFFICE RESTAURANT, AND KITCHEN TENANTS USES

BB. PARKING AREAS - THIS PORTION OF THE SITE IS DEDICATED TO PARKING THE EXISTING FACILITY AS ORIGINALLY CONSTRUCTED.

CC. LANDSCAPING AREAS - THIS PORTION OF THE SITE HAS BEEN PROVIDED AS AN AESTHETIC BUFFER BETWEEN THE PARKING AREA AND THE BUILDING AS WELL AS PROVIDED WALKWAYS TO THE PARKING AREA FROM THE BUILDING.

VICINITY MAP

PROJECT LOCATION



CITY APPROVED STAMP

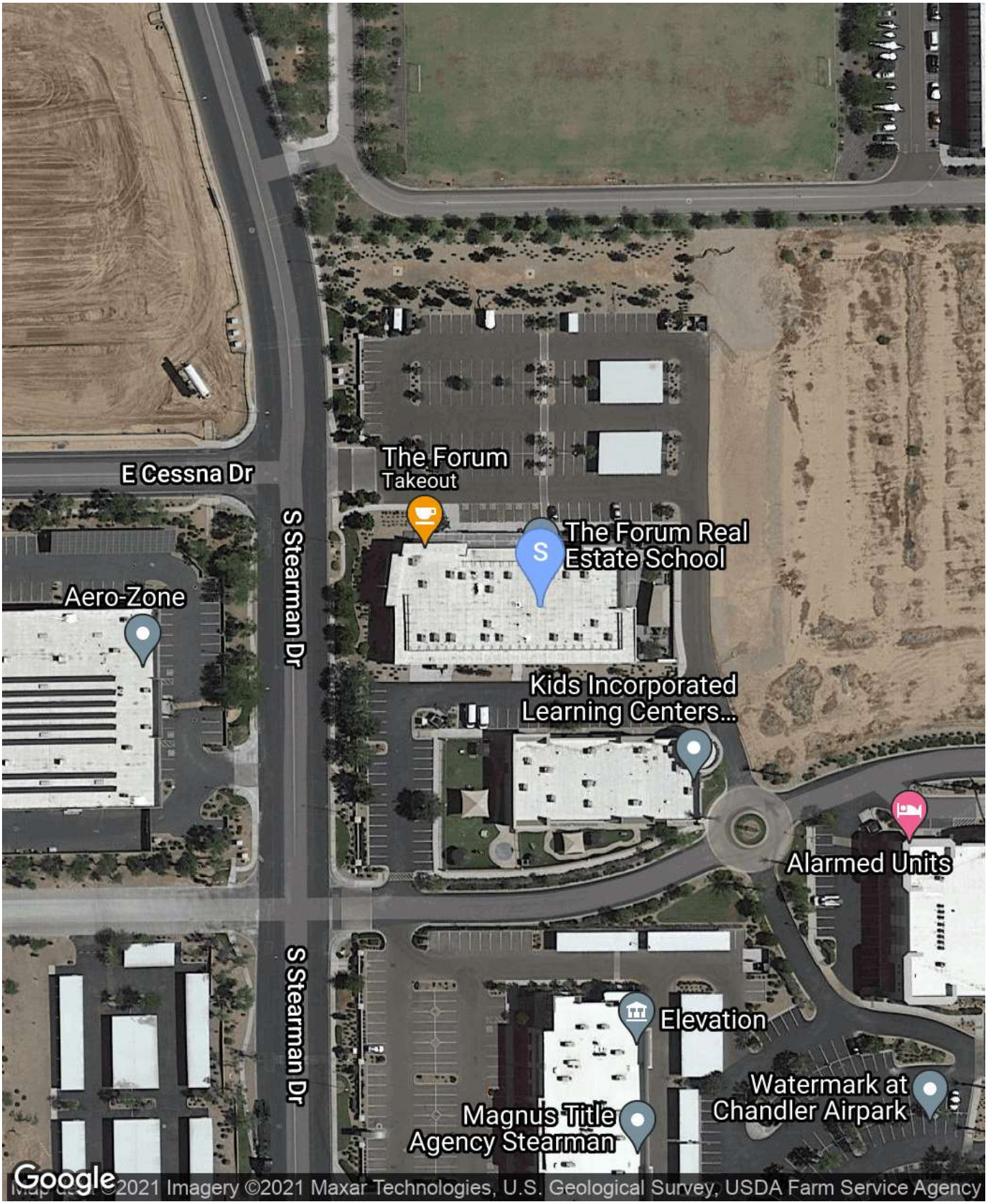
evolutiondesign
Master Architecture
51 W. 3rd street
suite 115
Tempe, AZ. 85281
Telephone 480-421-0880
Facsimile 480-421-1881

THE FORUM - PATIO MODIFICATION
WATERMARK CORPORATE PARK
2301 S. STEARMAN DR.
CHANDLER, ARIZONA

REVISIONS
1. FIELD COORDINATION - 01.30.20
2. CITY COMMENTS - 05.18.20
3. CITY COMMENTS - 11.17.20
4. TENANT REVISIONS - 07.23.21
5. CITY COMMENTS - 08.06.21

DRAWN BY: RVLD
CHECKED BY: JKL/HJH
DATE: 08.10.21
SCALE: 3/64" = 1'-0"
JOB NUMBER: 34046.00
SHEET NAME: FULL SITE PLAN

A0.1


E Cessna Dr
S Stearman Dr
S Stearman Dr
The Forum
Takeout
The Forum Real Estate School
Aero-Zone
Kids Incorporated Learning Centers...
Alarmed Units
Elevation
Watermark at Chandler Airpark
Magnus Title Agency Stearman
Google
Map data ©2021 Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency

EXTERIOR PROFILE

EXTERIOR PROFILE

EXTERIOR PROFILE

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EXTERIOR PROFILE

EXTERIOR PROFILE

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

Darsy Omer

From: Angie Halfmann <angiep5mann@gmail.com>
Sent: Tuesday, May 14, 2024 7:05 AM
To: Darsy Omer
Subject: the forum

Follow Up Flag: Follow up
Flag Status: Flagged

Darsy,

I am completely opposed to the live music at the Forum. Inside or outside. I live in Paseo Trails community 2nd phase, Promontory addition. We can hear the music in the front bedrooms. The Forum is walking distance to our residential homes (aprox 1/2 mile).

Angela Halfmann
2667 S. Santa Rita Way.
Chandler

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Darsy Omer

From: Deb Ruiz <deb.ruiz.jm@gmail.com>
Sent: Tuesday, May 14, 2024 9:48 AM
To: Darsy Omer
Subject: Comments for public hearing PLH24-0004 The Forum

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning Darsy,
I am unable to attend the upcoming Planning & Zoning Commission and City Council Meeting, but would like my comments to be included in the meetings for PLH24-0004 The Forum.

I am a Chandler Resident with 3 children. Our home is East of Gilbert Road and south of Ryan Road. Please do not grant the Series 6 Bar/the Forum a time extension license for an Entertainment Use permit for live music on their outside patio. The music volume is exorbitant and can be heard inside our homes in our childrens' bedrooms. This is extremely disruptive to healthy sleep habits both during the week for school but also on the weekends for their participation in sports and activities in the early mornings. If possible to grant the permit for live music inside their establishment only, I would have no issue, but I beg of you not to allow this on the patio as it is extremely disruptive to the families that live in the surrounding neighborhoods. Thank you

Please verify that you have received this email and my comments will be included in the public hearings.

Have a great day.
Thank you,
Deb

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Darsy Omer

From: R. Ruiz <ro.ruiz.jr@gmail.com>
Sent: Tuesday, May 14, 2024 11:12 AM
To: Darsy Omer
Subject: The Forum - Permit for Live Music Indoor/Outdoor

Follow Up Flag: Follow up
Flag Status: Flagged

Hi,

I hope this email finds you well. I wanted to reach out regarding the Series 6 Bar License and an Entertainment Use Permit for live music indoor and for an outdoor patio. While I appreciate the initiative to enhance the ambiance, I have some concerns regarding the potential noise levels, especially during evening hours.

As a resident with multiple small children, excessively loud music would pose a significant disturbance, particularly for families like mine who have small children and individuals who work weekends. I'm worried about the impact it may have on families living nearby. Living near an airport already exposes us to a considerable amount of noise, and the addition of loud music from the bar would only fuel the disturbance. It would be challenging for us to maintain a peaceful and restful environment, especially during weekends if all we hear is noise. I believe it's essential to consider the impact that such noise levels into late evenings can have on the surrounding community, especially on working families with young children.

I appreciate your understanding and willingness to listen and address these concerns.

Thank you.
Concerned Family Resident.

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CHANDLER arizona
Community of Innovation

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

Date: June 13, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
From: Mike Hollingsworth, Facility & Fleet Services Senior Manager
Subject: Agreement No. FS2-928-4310, Amendment No. 3, for Auto Body Repair Services

---

Proposed Motion:

Move City Council approve Agreement No. FS2-928-4310, Amendment No. 3, with Allard Collision, LLC, for auto body repair services, for an amount not to exceed $250,000, for the period of July 1, 2024, through June 30, 2025.

Background/Discussion:

Body repair and painting services are important facets of automotive repair and maintenance. These services repair collision damage as well as maintain the safe operation and appearance of the City's fleet. Modern vehicle bodies require advanced shop equipment, specialized fabrication, and technical skills due to the use of advanced materials and components.

Evaluation:

On June 21, 2021, City Council approved an agreement with Allard Collision, LLC, for auto body repair services, for a one-year period, with the option of up to four one-year extensions. The Contractor has agreed to extend for one additional year at the same terms, conditions, and pricing.

Staff recommends extension of this Agreement for the term of July 1, 2024, through June 30, 2025.

Financial Implications:

Funds for auto body repair services will come from Insured Liability Claims/Self-Insurance. Funding for this agreement is contingent on City Council adopting the FY 2024-25 budget.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
737.1311.5414.0.0.0	Insured Liability Self Insurance	N/A	$250,000	N

Attachments

Amendment 3 - Allard

DocuSign Envelope ID: 04BBBC2D-ED74-4798-977F-4DAC28CD405C

City Clerk Document No. A-2021-902

City Council Meeting Date: June 13, 2024

CITY OF CHANDLER SERVICES AGREEMENT
AUTO BODY REPAIR SERVICE
CITY OF CHANDLER AGREEMENT NO. FS2-928-4310

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 Allard Collision, LLC, an Arizona S-Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2024 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for Auto Body Repair Service (Agreement); and

WHEREAS, the term of the Agreement was July 1, 2021, through June 30, 2022, 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 July 1, 2024 through June 30, 2025.

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 Agreement is extended for a one-year period July 1, 2024, through June 30, 2025.

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 Amendment 1. Total payments made to the Contractor during the term of this Amendment No. 3 will not exceed $250,000.

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.

DocuSign Envelope ID: 04BBBC2D-ED74-4798-977F-4DAC28CD405C

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

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: John Allard

Its: Owner

APPROVED AS TO FORM:

By: _____

City Attorney JWB

ATTEST:

By: _____

City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum Information Technology Memo No. N/A

Date: June 13, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Sandip Dholakia, Chief Information Officer
From: Kerstin Nold, IT Chief Technology Officer
Subject: Agreement No. 4506, Amendment No. 4, with WalkMe, Inc., for the Digital Adoption Platform

---

Proposed Motion:

Move City Council approve Agreement No. 4506, Amendment No. 4, with WalkMe, Inc., for the Digital Adoption Platform, in an amount not to exceed or total $161,700, for the period of one year, beginning June 30, 2024, through June 29, 2025.

Background/Discussion:

City staff previously utilized a traditional learning content creator and job aid materials solution from Oracle called User Productivity Kit (UPK). As of December 31, 2022, the solution has reached end of life and is no longer supported.

In May 2022, the city implemented a new technology called digital adoption platform (DAP), which modernizes the overall training experience, boosts employee productivity through real-time in application step-by-step guidance, enables virtual assistants, and captures data analytics that drive future solution adoption and technology investment efforts throughout the city. This solution provides how modern training content is developed along with future plans to expand to other internal city technology systems beyond Oracle.

Additionally, in 2023, the city engaged with WalkMe, Inc., managed services to complete the conversion of existing Oracle UPK training content, and content for Electronic Document Management System, Intellitime Timekeeper and eAgenda.

The focus for FY 2024-25 is to also extend managed services for another year to develop real-time training content for additional city enterprise systems such as Business Registration, Lucity inventory and Ticketing, and FASTER Fleet Management. Utilizing the WalkMe platform coupled with management services will assist the city in accelerating the path forward for elevating additional content on the digital adoption platform.

Evaluation:

On June 23, 2022, City Council approved an agreement with WalkMe, Inc., for the digital adoption platform, for a one-year period, with the option of up to four one-year extensions. The contractor has agreed to extend for one additional year under the same terms and conditions.

Financial Implications:

Funding for this agreement is contingent upon City Council adopting the FY 2024-25 budget.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1286.5419.0.6IC124	General Fund	Digital Adoption Platform	$ 161,700	Y

Attachments

Agreement

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City Clerk Document No. _____

City Council Meeting Date: May 23, 2024

AMENDMENT TO CITY OF CHANDLER AGREEMENT
DIGITAL ADOPTION PLATFORM
CITY OF CHANDLER AGREEMENT NO. 4506

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 WalkMe, Inc., (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2024 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for a subscription for a digital adoption platform (Agreement); and

WHEREAS, the term of the Agreement is June 30, 2022, through June 29, 2023, with the option of up to four one-year extensions; and

WHEREAS, the Parties added funds to the June 30, 2022, through June 29, 2023 term of the Agreement through Amendment No 1; and

WHEREAS, the Parties extended the term of the Agreement for the period of is June 30, 2023, through June 29, 2024, through Amendment No. 2; and

WHEREAS, the Parties added funds to the current term of the Agreement through Amendment No. 3.

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 June 30, 2024, through June 29, 2025.

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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. 4 by this reference. Total payments made to the Contractor during the term of this Amendment No. 4 will not exceed $161,700.

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

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Tom Wong

Its: Sales Finance

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum Information Technology Memo No. N/A

Date:	June 13, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Dawn Lang, Deputy City Manager - CFO Sandip Dholakia, Chief Information Officer
From:	Kerstin Nold, IT Chief Technology Officer
Subject:	Agreement No. 4730, for Permitting Software and Support Services

Proposed Motion:

Move City Council approve Agreement No. 4730, with Accela, Inc., for permitting software and support services, for a period of five years, in an amount not to exceed $754,654 in the first year.

Background/Discussion:

The Accela application is the system that manages the city's permitting and inspection services, new installations for water meters, impact fees and online plan submittal and review. This application is vital to city revenues and operations and must be kept fully maintained and supported. The maintenance and support provide technical assistance, software fixes, security patches and application upgrades necessary to operate and keep this system current.

In December 2023, the city was notified by the vendor that the current version of Accela's on-premise Civic Platform will no longer be supported after June 30, 2025. Therefore, this request includes transitioning from the current on-premise solution to the new Accela cloud-based solution to minimize and limit service disruptions for critical city services. The scope of services for this project include the Acclea Automation, Accela Citizen Access, Accela GIS and Accela Mobile modules. Migration to the cloud-based platform is planned to kick off in July 2024.

Evaluation:

Accela Cloud and related support and maintenance services are only available from Accela, Inc.

Financial Implications:

Accela Cloud Implementation Services: $200,000
Support and Maintenance Year 1: $514,520.64 plus tax
Support and Maintenance Year 2: $540,246.67 plus tax
Support and Maintenance Year 3: $567,259.01 plus tax
Support and Maintenance Year 4: $595,621.96 plus tax
Support and Maintenance Year 5: $625,403.05 plus tax

Funding for implementation services and Year 1 support and maintenance services are contingent upon City Council adopting the FY 2024-25 budget.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.1285.5219.0.6IC144.0	General Government Capital Projects	Permit Solution SaaS Migration	$240,133	Y
101.1286.5419.0.6IC144.0	General Government Capital Projects	Permit Solution SaaS Migration	$514,521	Y

Attachments

Agreement

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ACCELA SUBSCRIPTION SERVICES AGREEMENT

This Accela Subscription Services Agreement (this "**Agreement**") is entered into as of the date of the applicable Order, as defined below, that incorporates these terms (the "**Effective Date**") by and between Accela, Inc. and the entity identified in such Order ("**Customer**").

1. DEFINITIONS

1.1. "**Accela Systems**" means the information technology infrastructure used by or on behalf of Accela in performing the Subscriptions Services, including all computers, software (including but not limited to Accela Software), hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Accela or its third-party suppliers.

1.2. "**Aggregate Data**" means data and information related to Customer's use of the Subscription Services, including anonymized analysis of all data processed in the Subscription Services, that is used by Accela in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of the Services.

1.3. "**Authorized User**" means one named employee, contractor or agent of Customer (each identified by a unique email address) for whom Customer has purchased a subscription to the Subscription Services and who is authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.

1.4. "**Consulting Services**" means packaged or time and materials consulting, review, training or other services (but excluding Subscription and Support Services) delivered by Accela to Customer pursuant an Order. A description of the current Consulting Services Description & Policy is available at www.accela.com/terms.

1.5. "**Customer Data**" means the content, materials, and data that Customer, Authorized Users, and External Users enter into the Subscription Services. Customer Data does not include any component of the Subscription Services, material provided by or on behalf of Accela, or Aggregate Data.

1.6. "**Documentation**" means the then-current technical and functional user documentation in any form made generally available by Accela for the Subscription Services.

1.7. "**External Users**" means third party users of the Subscription Services that access the public-facing interfaces of the Subscription Services to submit queries and requests to facilitate communications between such third party and Customer.

1.8. "**Intellectual Property Rights**" means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.9. "**Order**" means an Accela order form or other mutually acceptable document fully executed between Customer and Accela that incorporates this Agreement.

1.10. **"Service Availability Policy"** means the service availability and security polices included as Exhibit C.

1.11. "**Subscription Services**" means the civic administration services, comprised of the Accela System, Software, and Support Services, to which Customer may license access to in accordance with the terms herein.

1.12. "**Software**" means any software (including client software for Authorized Users' devices) and Documentation that Accela uses or makes available as part of the Subscription Services.

1.13. "**Support Services**" means those technical and help services provided by Accela in accordance with the Support Services Policy included as Exhibit D.

1.14. "**Subscription Period**" means the duration of Customer's authorized use of the Subscription Services as designated in the Order.

2. USAGE AND ACCESS RIGHTS

2.1. Right to Access. Subject to the terms and conditions of this Agreement, Accela hereby grants to Customer a limited, non-exclusive, non-transferable right and license during the Subscription Period, to permit: (i) Authorized Users to access and use the internal and administrative interfaces of the Subscription Services in accordance with the Documentation to support Customer's internal business purposes and (ii) its External Users the ability to access and use the publicly available interfaces to submit requests and information to Customer. Each instance of the

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Subscription Service shall be provisioned with the amount of storage set forth in the Order and additional storage may be purchased at the then-current rates.

2.2. Support Services & Availability. During the Subscription Period, Accela shall provide to Customer the Support Services specified in the Order and shall make all commercially reasonable efforts to attain the service levels specified in the applicable policies. The remedies set forth in the Support Services & Service Level Policies are the sole and exclusive remedies for any breach of the service levels. Customer grants Accela a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into its software or services any suggestions or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Services. Provided; however, this provision does not apply nor restrict in any way Customer's remedies, rights, or interests under law and equity for a breach of this Agreement, which remedies and full legal rights Customer expressly reserves.

2.3. Consulting Services. Customer may purchase Consulting Services from Accela by executing an Order for such services. All prices are exclusive of travel and expenses, which will be invoiced at actual cost, without markup, and will comply with the Accela's services policies then in effect or as otherwise agreed in the applicable Order. If applicable, one Consulting Services day shall be equal to eight (8) hours.

2.4. Restrictions on Use. Customer shall not, and shall not permit others to knowingly, (i) use or access the Subscription Services in any manner except as expressly permitted by the Agreement, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Agreement; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided herein; (iii) use the Subscription Service in a way that; (a) violates or infringes upon the rights of a third party; or (b) stores or transmits libelous, tortious, or otherwise unlawful material or malicious code or viruses; (iv) create derivative works, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services (except to and only to the extent such rights are proscribed by law); (v) interfere with or disrupt the security, integrity, operation, or performance of the Subscription Services; (vi) access, use, or provide access or use to the Subscription Services or Documentation for the purposes of competitive analysis or the development, provision, or use of a competing software, SaaS or product or any other purpose that is to Accela's detriment or commercial disadvantage, (vii) provide access to the Subscription Services to competitors of Accela, (viii) access or use components of the Subscription Service not licensed by Customer; (ix) knowingly use or allow the use of the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3); (x) remove, delete, alter or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Subscription Services; or (xi) knowingly access or use the Subscription Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Subscription Services could lead to personal injury or severe physical or property damage.

2.5. Ownership. Accela retains all Intellectual Property Rights, including all rights, title and license to the Subscription Service, Software, Accela System, Support Services, Consulting Services, and Aggregate Data, any related work product of the foregoing and all derivative works thereof by whomever produced; provided however, that to the extent such materials are delivered to Customer as part of the Subscription, Consulting or Support Services then Customer shall receive a limited license consistent with the terms of Section 2 to use such materials during the Subscription Period.

2.6. Customer's Responsibilities. Customer will (i) be responsible for meeting Accela's applicable minimum system requirements for use of the Subscription Services set forth in the Documentation; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account; (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services and Customer Data under its account, and notify Accela promptly of any such unauthorized access or use, and; (v) use the Subscription Services only in accordance with the applicable Documentation, laws and government regulations.

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3. PAYMENT TERMS

3.1. Purchases Directly from Accela**.** Except as otherwise set forth in an Order, Subscription fees shall be invoiced annually in advance and such fees shall be due and payable on the first day of the Subscription and on each anniversary thereafter for each renewal, if any. All other invoices shall be due and payable net 30 from the date of the applicable invoice. All amounts payable to Accela under this Agreement shall be paid by Customer in full without any setoff, deduction, debit, or withholding for any reason. Any late payments shall be subject to an additional charge of the lesser of 1.5% per month or the maximum permitted by law.

3.2. Applicable Taxes. Accela will pay all applicable taxes. The Customer 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 Accela to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.3. Tax Indemnification. Accela and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by Accela. Accela will and require all subcontractors to hold the Customer 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.

3.4. Purchases from Authorized Resellers. In the event that Customer has purchased any products or services through a reseller, subject to these terms, any separate payment arrangements and terms shall be exclusively through such reseller and Accela is not a party to such transactions. Accela's sole obligations are set forth herein and Customer acknowledges that its rights hereunder may be terminated for non-payment to such third party.

4. CONFIDENTIALITY

As used herein, "**Confidential Information**" means all confidential information disclosed by a one party to this Agreement to the other party of this Agreement whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party, (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party, (iii) is received without restriction from a third party without breach of any obligation owed to the disclosing party, or (iv) was independently developed by the receiving party. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information except as permitted herein, and will limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is compelled by law to do so, provided the receiving party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's request and cost, to contest, limit, or protect the disclosure.

5. CUSTOMER DATA

5.1. Ownership. Customer reserves all its rights, title, and interest in and to the Customer Data. No rights are granted to Accela hereunder with respect to the Customer Data, except as otherwise set forth explicitly in Section 5.

5.2 Usage. Customer shall be responsible for Customer Data as entered in to, applied or used in the Subscription Services. Customer acknowledges that Accela generally does not have access to and cannot retrieve lost Customer Data. Customer grants to Accela the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Accela: (i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.4 (Restrictions) if Accela has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Accela may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription

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Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

5.3 Use of Aggregate Data. Customer agrees that Accela may collect, use and disclose Aggregate Data derived from the use of the Subscription Services for industry analysis, benchmarking, analytics, marketing and other business purposes. All Aggregate Data collected, used and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users or any third parties utilizing the Subscription Services.

6. WARRANTIES AND DISCLAIMERS

6.1. Accela Subscription Services Warranty. During the Subscription Period, Accela warrants that Subscription Services shall perform materially in accordance with the applicable Documentation. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts at its own costs to (a) repair the Subscription Services in question; (b) replace the Subscription Services in question with those of substantially similar functionality; or (c), after making all commercially reasonable attempts to do the foregoing, terminate the applicable Subscription Services and refund all unused, prepaid fees paid by Customer for such non-compliant Subscription Services.

6.2. Consulting Services. For ninety (90) days from the applicable delivery, Accela warrants that Consulting Services shall be performed in a professional and workmanlike manner. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to (a) re-perform the Consulting Services in a compliant manner; or, after making all commercially reasonable attempts to do the foregoing (b) refund the fees paid for the non-compliant Consulting Services.

6.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.4. Cannabis-Related Activities. If Customers purchases any Subscription Services for use with any cannabis-related activities, the following additional disclaimers shall apply: Accela is considered a software service provider to its customers and not a cannabis- related business or agent thereof. In addition to the foregoing, Accela only retains Subscription Services fees of this Agreement from its Customer for general software services, a state or local government agency, and does not retain these fees from any type of External Users. It is the sole responsibility of the Customer to offer state law compliant services, which may be coordinated and facilitated through the use of the Subscription Services. Accela makes no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding any third-party provider, including partners, and have no responsibility or liability with respect to services provided to Customer by such third parties.

7. INDEMNIFICATION. Accela will defend, indemnify, and hold harmless (or at Accela's option, settle) any third-party claim, suit or action brought against Customer to the extent that it is based upon a claim that arises out this Agreement or the Subscription Services, as furnished by Accela hereunder infringes or misappropriates the Intellectual Property Rights of any third-party (collectively "Claims"), and will pay any costs, damages, and reasonable attorneys' fees attributable to such Claims, provided that Customer provides (a) Accela notice of such Claims as soon practical and in no event later than would reasonably permit Accela to respond to such Claims, (b) reasonable cooperation to Accela, at Accela's expense, in the defense and/or settlement of such Claims and (c) Accela the sole and exclusive control of the defense, litigation and settlement of such Claims. In the event that Accela reasonably believes, in its sole discretion, that such Claims may prevail or that the usage of the Subscription Services may be joined, Accela may seek to (a) modify the Subscription Services such that it will be non-infringing (provided such modification does not materially reduce the functionality or performance of Customer's installed instance); (b) replace the Subscription Services with a service that is non-infringing and provides substantially similar functionality and performance; or, if the first two options are not commercially practicable, (c) terminate the remainder of the Subscription Period and refund any, pre-paid, unused fees received by Accela. Accela will have no liability under this Section 7 to the extent any claims arise from (i) any combination of the Subscription Services with products, services, methods of a third party; (i) a modification of the Subscription Services that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications;

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(ii) any use of the Subscription Services in a manner that violates this Agreement or the instructions given to Customer by Accela; (iii) a version of the Subscription Services other than the current, fully patched version, provided such updated version would have avoided the infringement; (iv) Customer's breach of this Agreement. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THIS AGREEMENT.

8. LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY OR CUSTOMER'S BREACH OF SECTION 2, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE THIRTY-SIX (36) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. EXCEPT FOR LIABILITY ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2 OR EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. SECURITY

Accela has implemented commercially viable and reasonable information security processes, policies and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Customer acknowledges that, notwithstanding security features of the Subscription Services, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi- governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 6, Accela will have no liability for any such security breach. Customer further acknowledges that the Subscription Services is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Services in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Accela and hold it harmless against those risks.

9.1 Security. Accela 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 Customer information described in this Section, which security standards may be mutually amended by the parties from time to time (the "Security Standards").

9.2 Security Standards. Accela 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. Accela will respond immediately to remedy any known security incidents or breaches.

(a) External Segment Security. Accela'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

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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 Accela employees will be limited to authorized personnel only. All Accela 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. Accela 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. Customer reserves the right 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 Accela's environment. Accela will be alerted in advance and arrangements made for an agreeable time. Accela 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. Accela will provide to the Customer system, audit, and other logs required by the Customer from the Accela's environment and service offering upon request.

(h) StateRAMP Authorization. Any Contractor who will be storing, processing, and/or transmitting Customer data in external, non-Customer environments (Cloud), are required to attain verified StateRAMP (www.stateramp.org) Authorized status for the cloud products the Customer will be utilizing, at the security category level required by the Customer. The Contractor must attain StateRAMP Ready status within 12 months of Agreement execution and StateRAMP Authorized status within 18 months of Agreement execution. Any Contractor without StateRAMP Ready or Authorized status at the time of Agreement execution must complete a StateRAMP Security Snapshot within six months of Agreement execution and must provide monthly progress reporting to StateRAMP until StateRAMP Ready or StateRAMP Authorization status is obtained. The Contractor will be required to maintain StateRAMP authorization at the required category level throughout the contract term and partnership with the Customer. The Customer will provide StateRAMP sponsorship to the Contractor for the purpose of this contract engagement.

9.3 Updates to Security Standards. If a change or addition to the Security Standards is required by law, rule, regulation, order, judgment or decree, Accela 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 Accela adopts changes to the Security Standards, Accela 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 Customer does not agree with such new Security Standards, Customer may terminate and this Agreement upon written notice to Accela. If Customer accepts such new security standards, such new security standards shall be deemed to be "Security Standards" for purposes of this Agreement.

9.4 Security and Supervision. Accela's personnel, when on Customer's premises or accessing Customer's networks or providing maintenance services hereunder, will comply with all of Customer's security, supervision, and other standard procedures applicable to such personnel, including, if applicable, Customer's Internet and Electronic Communications Usage Policy.

9.5 Information Security Incident Management. Accela must adhere to a formally documented incident management process, must cooperate with Customer personnel in the diagnosis, investigation and response of any security incidents or faults that impact Customer data. Accela must notify the Customer within 24 hours of suspicion,

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detection or confirmation of a breach or unauthorized access to Customer information that is hosted, stored, processed, or transmitted by the Accela. Notification will be made using Customer provided email and phone as identified in the Notices section of this contract.

9.6 Business Continuity and Disaster Recovery Management. Accela must have business continuity and disaster recovery plans and processes in place to ensure the service for the Customer is adequately maintained in the event of any negative impact on the Accela´s service. Accela will regularly backup Customer data and retain such Customer backup data copies according to Customer data retention requirements or otherwise provide backup data to the Customer.

9.7 Applicable Laws and Regulations. Accela will comply, and assist Customer 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
- 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 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/

10. THIRD PARTY SERVICES

Customer may choose to obtain a product or service from a third-party that is not directly produced by Accela as a component of the Subscription Services ("**Third Party Services**") and this may include third-party products resold by Accela. Accela assumes no responsibility for, and specifically disclaims any liability, warranty or obligation with respect to, any Third-Party Service or the performance of the Subscription Services (including Accela's service level commitment) when the Subscription Services are used in combination with or integrated with Third-Party Services.

11. TERM AND TERMINATION

11.1. Agreement Term. This Agreement shall become effective on the Effective Date and shall continue in full force and effect until the expiration of any Subscription Periods set forth in an applicable Order governed by the Agreement.

11.2. Subscription Periods & Renewals. Subscription Periods begin as specified in the applicable Order and, unless terminated earlier in accordance with this Agreement, continue for the term specified therein. Except as otherwise specified in the applicable Order, (a) all Subscriptions will automatically renew for additional Subscription Periods equal to the expiring Subscription Period, unless either party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Subscription Period and (b), Orders may only be cancelled or terminated early in accordance with Section 11.3. Subscription Services renewals may be subject to an annual increase, for which Accela shall provide Customer notice prior to the renewal of the Subscription Term. In the event of any non-renewal or other termination, Customer's right to use the Subscription Services will terminate at the end of the relevant Subscription Period.

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11.3 Termination for Non-Appropriation of Funds; No "Abandonment".

(a) Customer may terminate this Agreement or any Schedule hereunder at any time upon thirty (30) day's written notice to Accela due to the Non-Appropriation of Funds. Notwithstanding anything to the contrary in this Agreement or any Schedule, in the event of any termination under this Section, Customer will only be liable to make any payments which are due hereunder to Accela for work performed in accordance with the terms and conditions herein up to the date of such termination.

(b) 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 Customer's fiscal year, which ends on June 30 of each year, is subject to the Customer Council's approval of a budget that includes an appropriation for this item as expenditure. The Customer 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.

(c) This Agreement shall automatically expire or terminate upon expiration or termination of this Agreement, unless such termination occurs in conjunction with an Interruption.

11.4 Termination or Suspension for Cause. A party may terminate this Agreement and Subscription Services license granted hereunder for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. Either party may terminate immediately if the other party files for bankruptcy or becomes insolvent. Accela may, at is sole option, suspend Customer's or any Authorized User's access to the Subscription Services, or any portion thereof, immediately if Accela: (i) suspects that any person other than Customer or an Authorized User is using or attempting to use Customer Data; (ii) suspects that Customer or an Authorized User is using the Subscription Services in a way that violates this Agreement and could expose Accela or any other entity to harm or legal liability; (iii) is or reasonably believes it is required to do so by law or court order or; (iv) Customer's payment obligations are more than ninety (90) days past due, provided that Accela has provided at least thirty (30) days' notice of such suspension for delinquent payment. Should Customer terminate this Agreement for cause, Accela will refund a pro-rata portion of unused, pre-paid fees.

11.5 Effect of Termination. If this Agreement expires or is terminated for any reason: (i) within thirty (30) calendar days following the end of Customer's final Subscription Period, upon Customer's request Accela provided Customer Data and associated documents in a database dump file; provided that Customer pays (a) all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates, and (b) any and all unpaid amounts due to Accela; (ii) licenses and use rights granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and (ii) Accela's obligation to provide any further services to Customer under this Agreement will immediately terminate, except mutually agreed. If the Subscription Services are nearing expiration date or are otherwise terminated, Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela. Accela's current Data Storage Policy can be accessed www.accela.com/terms/.

11.6 Survival. Sections 2.5 (Ownership and Proprietary Rights), 4 (Confidentiality), 6.3 (Disclaimer), 8 (Limitation of Liability), 11.4 (Effect of Termination), 11.5 (Surviving Provisions), and 12 (General Provisions) will survive any termination or expiration of this Agreement.

12 GENERAL

12.1 Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) three days after sending registered, return receipt requested, post or; (iii) one day after sending by commercial overnight carrier. Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Subscription Services.

12.2 Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of Arizona without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the subject matter of this Agreement will be the state and federal courts located in Arizona and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

12.3 Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its

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activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Further, in connection with the services performed under this Agreement and Customer's use of the Subscription Services, the Parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes and regulations.

12.4 Assignment. Parties may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of the other Party, which shall not be unreasonably withheld. Any attempted assignment or transfer, without such consent, will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.5 Publicity. Notwithstanding anything to the contrary, each party will have the right to publicly announce the existence of the business relationship between parties without disclosing the specific terms of the Agreement.

12.6 Customer's Right of Cancellation. The parties acknowledge that this Agreement is subject to cancellation by Customer under the provisions of A.R.S. § 38-511.

12.7 No Israel Boycott. By entering into this Agreement, Accela certifies that Accela 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.

12.8 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the Customer 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, Accela agrees Accela 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. Customer retains the legal right to inspect the papers of any Accela's or subcontractor's employee who provides services under this Agreement to ensure that the Accela and subcontractors comply with the warranty under this provision.

12.9 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the Customer 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 Customer-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.

12.10 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Accela certifies and agrees Accela 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.

12.11 Covenant Against Contingent Fees. Accela 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 Customer employee has any interest, financially, or otherwise, in Accela's firm. For breach or violation of this warrant, Customer 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.

12.12 Miscellaneous. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. Accela will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Accela. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties. This Agreement, including any attachments hereto as mutually agreed upon by the Parties, constitute the entire agreement between the Parties concerning its subject matter and

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supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in any of Customer's purchase order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

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

Exhibit A – Scope of Work
Exhibit B – Order Form
Exhibit C – Service Availability and Security Policy
Exhibit D – Software Support Services Policy
Exhibit E – Insurance Requirements

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 – Scope of Work; (3) Exhibit B – Order Form; (4) Exhibit C – Service Availability and Security Policy; (5) Exhibit D – Software Support Services Policy; and (6) Exhibit E – Insurance Requirements.

In WITNESS WHERE OF, the parties have indicated their acceptance of the terms of this Agreement by their signatures below

ACCELA, INC.

Signature: Aaron Haggarty

Name: Aaron Haggarty

Title: CLO

Date: May 1, 2024

CUSTOMER: City of Chandler

Signature: _____

Name: _____

Title: _____

Date: _____

Approved as to Form

By: _____
City Attorney JMB

Attest

By: _____
City Clerk

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EXHIBIT A
SCOPE OF WORK

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INTRODUCTION

OVERVIEW

This Statement of Work ("SOW") dated 4/11/2024 sets forth the scope and definition of the project-based professional services (collectively, the "Services") to be provided by Accela, Inc., its affiliates and/or agents ("Accela") to Chandler, AZ ("Agency" or "Customer").

The products and services contained herein shall be governed by the prevailing and attached agreement for Subscription Services.

This statement of work represents a Fixed Fee based engagement.

SCOPE OF SERVICES

Accela will provide services to the Agency for migrating the Accela on-premise Civic Platform instance to the Accela Cloud based on the materials provided by the Agency in the SaaS Migration Questionnaire.

- Import/upgrade of Oracle DBs (up to 3 environments: Development, Test, Production)
- Assistance migrating 8 specific interfaces:
    - GIS (including APO load)
    - Credit Card Payment Adapter (Invoice Cloud)
    - EPlanSoft via Velosimo
    - Selectron IVR
    - General Ledger
    - Water Meters
    - Docusign
    - OnBase App Extender EDMS
- Migration of up to 225 SSRS reports
- Assist in integrating Azure SSO
- Up to 40 hour of issue resolution and testing assistance during UAT
- Go live planning and cutover assistance

Products

The following Accela products are in scope for this Project:

- *Accela Automation*
- *Accela Citizen Access*
- *Accela GIS*
- *Accela Mobile*

TEAM MEMBERS

WORK DESCRIPTION

Accela will perform a migration of the customer's on-premise Accela environments using Oracle (up to 3 environments: Support, Test, Production) to the Accela SaaS platform. On-premises functionality will be mirrored in the hosted platform.

Accela Team Member Roles:

- **Lead Cloud Architect**
- **Data Conversion Lead**
- **Reporting Lead**

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- **Interfaces Lead**

Steps:

1. Customer provides an updated backup of the Oracle databases for the environments to be migrated
2. Perform the database migration (Accela, Jetspeed, AGIS, AMO, and ADS databases as required)
    a. Copy database to Accela site
    b. Execute preparation and remediation scripts; drop any custom objects
    c. Convert database from Oracle to MS SQL
    d. Import data from the MS SQL DB into Accela SaaS SQL instance
3. Execute validation scripts to confirm the schema
4. Provision tenant instance in Accela SaaS
5. Update environment specific data in the databases
6. Load ADS documents
7. Start Accela services and validate the system is functional i.e. login, search, create records, etc.
8. Execute automated test tool to ensure proper system functionality
9. Customer performs migration validation
10. Remediate any data issues that found from the migration
11. Provide the customer with a backup of the revised SQL DB
12. Migrate and Test integrations
    - Repoint service endpoints to new URLs
    - Adjust firewall rules and network topologies as necessary
    - Update interface EMSE scripting dependences for Azure compatibility
    - Unit test and ensure base functionality
13. Migrate and update SSRS reports (maximum of 225)
    - Import reports into the Accela SaaS environment
    - Convert from PL SQL to TSQL
    - Update reports to remove dependencies on custom objects (stored procedures, functions)
    - Facilitate customer testing and remediate any issues found resulting from migration
14. Validate Ad Hoc reports
    - Remove dependencies on custom views where possible
    - Convert to SSRS as needed
15. Develop go live plan
16. Final go-live/roll back decision
17. Execute go live plan
    - Four weeks of post go live support
18. Provide four weeks of post go live support from the project team

Agency and Accela will mutually agree to Agency turn around times for review of deliverables. Agency sign off at the completion of each step constitutes Agency acceptance.

OUT OF SCOPE

Any Coding, conversion or additional services not specifically described in this document is the responsibility of Agency.

PROJECT ASSUMPTIONS

GENERAL PROJECT ASSUMPTIONS

- Agency will provide the necessary data, files, and other specified inputs to perform the work described in this agreement. These items will be uploaded to secure Azure storage by the Agency. Failure to provide these items in a timely fashion will result in a project delay. Such a delay will result in a Change Order.

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- Agency will ensure that Accela resources have access to a Dev or Test version of the 3rd party systems for interface development. All interfaces will be developed against 1 (one), agreed upon version of the 3rd party system.
- Agency will provide source code for relevant interfaces in scope. If source code is unavailable, then the project may be delayed or addition cost may result from the re-development of a new interface.

Integration Assumptions

- Hosting of interfaces remains the responsibility of the agency unless specifically included in the Accela SaaS license agreement.
- The Enhanced Reporting Database (ERD) option will be purchased with the SaaS license agreement. If the ERD is not purchased, then additional cost may be incurred to redesign and redevelop interfaces that rely on reading directly from the database.

PROJECT TIMELINE

The project is estimated to take 28 weeks. The project start date and schedule will be mutually agreed upon between Agency and Accela.

PROJECT COMPLETION

Upon completion of the work defined above, this contract will be closed.

PROJECTS PUT ON HOLD

It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold. The Agency must send a formal written request sent to Accela to put the project on hold. Delays of 2 weeks or more that have a tangible impact to Accela's resource plan are subject to change order.

If an Agency-based delay puts the project on hold for more than 90 days, Accela reserves the right to terminate the contract and negotiate new terms. If an Agency-based delay puts the project on hold past the termination period, Accela reserves the right to terminate the contract at the time of the delay. After that time, Accela can choose to cancel the rest of the Statement of Work. To finish the project will require a new Statement of Work at new pricing.

PAYMENT TERMS

PAYMENT SCHEDULE

- 50% due at contract signing $100,000.
- 25% due at conclusion of UAT $50,000
- 25% invoiced at completion $50,000.

EXPENSES

There is no provision for travel expenses or travel time in this SOW because Agency does not need any onsite resources. Travel to the Agency will not be conducted unless a Change Order, inclusive of travel expense terms and conditions, is signed prior to travel commencing to cover the cost of the travel.

CONTRACT SUM

The total amount payable under this SOW, as calculated from the above-mentioned fees, is $200,000. This price is based on the information available at time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. Any additional fees will be agreed upon between the parties in writing.

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ADMINISTRATION

CHANGE ODERS

In order to make a change to the scope of Professional Services in this SOW, and subject to the Disclaimers below, Agency must submit a written request to Accela specifying the proposed changes in detail. Accela will submit to Agency an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the Professional Services Change Order. Accela will continue performing the Professional Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order will be agreed to by the parties in writing prior to implementation of the Change Order. If Accela's effort changes due to changes in timing, roles, responsibilities, assumptions, scope, etc. or if additional support hours are required, a change order will be created that details these changes, and impact to project and cost (if any). Any change order will be signed by Accela and Agency prior to commencing any activities defined in the change order. Standard blended rate for Accela resources is $250 per hour. The Change Order Template is attached hereto as Appendix A.

EXPIRATION

The scope and terms of this SOW must be agreed to before6/30/2024. If the SOW is not agreed to, the current scope and terms can be renegotiated.

DISCLAIMERS

Accela makes no warranties in respect of the Services described in this SOW except as set out in the governing Subscription Services Agreement. Any configuration of or modification to the Product that can be consistently supported by Accela via APIs, does not require direct database changes and is capable of being tested and maintained by Accela will be considered a "Supported Modification". Accela's obligations and warranties in respect of its Services, Products, and maintenance and support, as set out the agreement between Accela and Agency, does not extend outside the Supported Modifications or to any Agency manipulation of implemented scripts, reports, interfaces and adaptors.

In the event Agency requires significant changes to this SOW (including cumulative revisions across any one or more Change Orders) which Accela reasonably determines (a) is a material modification of the nature or scope of Services as initially contemplated by the Parties under this SOW and/or (b) is significantly outside the Supported Modifications, Accela may, upon no less than thirty (30) days' notice to Agency, suspend or terminate this SOW and/or any Change Order issued hereunder. In the event of any such termination or suspension, the parties will work together in finalizing agreed-upon Deliverables.

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APPENDIX A: CHANGE ORDER FORM

Agency:
Project Code:
Contract ID:
Initiating Department:
Initiated By:

CO #:
Date:

A. PROJECT CHANGE DESCRIPTION/TASK SUMMARY:

1. [Description of Change #1 – Issue details/scope impact, add as many as needed]
   - Schedule impact:
   - Resource impact:
   - Cost impact:

2. Etc.

Total Project Schedule Impact: [Enter]
Total Project Resource Impact: [Enter]
Total Project Cost Impact: [Enter]

B. BILLING TERMS:

Please describe the method by which Accela may bill the customer. Typically for CO's this is T&M.

C. EXPIRATION:

If this is a CO for a bucket of T&M hours there needs to be an expiration date

SIGNATURE AND ACCEPTANCE

The above Services will be performed in accordance with this Change Order/Work Authorization and the provisions of the Contract for the purchase, modification, and maintenance of the Accela systems. The approval of this Change Order will act as a Work Authorization for Accela and/or Agency to perform work in accordance with this Change Order, including any new payment terms identified in this Change Order. This Change Order takes precedent and supersedes all other documents and discussions regarding this subject matter.

Accepted By:	**Accepted By:** **Accela, Inc.**
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

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EXHIBIT B

2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by: Matthew Donovan
Contact Phone:
Contact Email: mdonovan@accela.com
Quote ID: Q-33126
Valid Through: 6/30/2024
Currency: USD

Order Form

Address Information

Bill To:
City of Chandler
275 East Buffalo
Chandler, Arizona 85225
United States

Billing Name: Michael Rose
Billing Phone: 4807822492
Billing Email: michael.rose@chandleraz.gov

Ship To:
City of Chandler
215 East Buffalo Street
Chandler, Arizona 85225
United States

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 1	7/1/2024	6/30/2025	12	$2,448.00	155	$379,440.00
> Accela Building - SaaS	Year 1	7/1/2024	6/30/2025	12	$0.00	155	$0.00
> Accela Planning - SaaS	Year 1	7/1/2024	6/30/2025	12	$0.00	155	$0.00
Enhanced Reporting Database (ERD)	Year 1	7/1/2024	6/30/2025	12	$49,327.20	1	$49,327.20
Preferred Support for SaaS	Year 1	7/1/2024	6/30/2025	12	$85,753.44	1	$85,753.44
						TOTAL:	$514,520.64

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 2	7/1/2025	6/30/2026	12	$2,570.40	155	$398,412.00
> Accela Building - SaaS	Year 2	7/1/2025	6/30/2026	12	$0.00	155	$0.00
> Accela Planning - SaaS	Year 2	7/1/2025	6/30/2026	12	$0.00	155	$0.00
Enhanced Reporting Database (ERD)	Year 2	7/1/2025	6/30/2026	12	$51,793.56	1	$51,793.56
Preferred Support for SaaS	Year 2	7/1/2025	6/30/2026	12	$90,041.11	1	$90,041.11
						TOTAL:	$540,246.67

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 3	7/1/2026	6/30/2027	12	$2,698.92	155	$418,332.60
> Accela Building - SaaS	Year 3	7/1/2026	6/30/2027	12	$0.00	155	$0.00
> Accela Planning - SaaS	Year 3	7/1/2026	6/30/2027	12	$0.00	155	$0.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Enhanced Reporting Database (ERD)	Year 3	7/1/2026	6/30/2027	12	$54,383.24	1	$54,383.24
Preferred Support for SaaS	Year 3	7/1/2026	6/30/2027	12	$94,543.17	1	$94,543.17
						TOTAL:	$567,259.01

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 4	7/1/2027	6/30/2028	12	$2,833.87	155	$439,249.23
> Accela Building - SaaS	Year 4	7/1/2027	6/30/2028	12	$0.00	155	$0.00
> Accela Planning - SaaS	Year 4	7/1/2027	6/30/2028	12	$0.00	155	$0.00
Enhanced Reporting Database (ERD)	Year 4	7/1/2027	6/30/2028	12	$57,102.40	1	$57,102.40
Preferred Support for SaaS	Year 4	7/1/2027	6/30/2028	12	$99,270.33	1	$99,270.33
						TOTAL:	$595,621.96

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 5	7/1/2028	6/30/2029	12	$2,975.56	155	$461,211.69
> Accela Building - SaaS	Year 5	7/1/2028	6/30/2029	12	$0.00	155	$0.00
> Accela Planning - SaaS	Year 5	7/1/2028	6/30/2029	12	$0.00	155	$0.00
Enhanced Reporting Database (ERD)	Year 5	7/1/2028	6/30/2029	12	$59,957.52	1	$59,957.52
Preferred Support for SaaS	Year 5	7/1/2028	6/30/2029	12	$104,233.84	1	$104,233.84
						TOTAL:	$625,403.05

Pricing Summary

Period	Net Total
Year 1	$ 514,520.64
Year 2	$ 540,246.67
Year 3	$ 567,259.01
Year 4	$ 595,621.96
Year 5	$ 625,403.05
Total	**$ 2,843,051.33**

Additional Terms:

1. No additional or conflicting terms or conditions stated in Customer's order documentation, including purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null.

2. This Order Form, including any OnPrem Licenses, Maintenance and Support, and Subscription Services, Enhanced Reporting Database and Managed Application Services will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired, do not apply or have otherwise been terminated, the following terms at https://www.accela.com/terms/ will govern as applicable, based on the Customer's purchase.

3. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.

4. If Customer has a prior agreement with Accela, and this purchase is co-terming with that prior agreement, if the start date on this Order Form is before the actual delivery date of the purchase, Accela may pro-rate this purchase so that it can co-term with the prior agreement.

5. If this Order Form is executed and/or returned to Accela by Customer after the Order Start Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.

6. Customer has previously entered into Order(s) for Support which will be replaced by this Order. Upon delivery of the SaaS licenses under this Order, customer will receive prorated credit for prepaid Support from the delivery date of the SaaS licenses to the renewal date of the previous Support Order(s).

7. Enhanced Reporting Database pricing is based on a percentage of Customers SaaS Annual Contract Value if applicable. As SaaS Annual Contract Value increases/decreases based on seat count changes or annual uplift ERD pricing will be adjusted accordingly at contract renewal.

8. Pricing is based upon payment by ACH or check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.

Signatures	
Accela, Inc.	**Customer**
Signature: Aaron Haggarty	Signature:
Print Name: Aaron Haggarty	Print Name:
Title: CLO	Title:
Date: May 1, 2024	Date:

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EXHIBIT C
SERVICE AVAILABILITY AND SECURITY POLICY

Service Availability

Accela will use commercially reasonable efforts to (a) provide bandwidth sufficient for Customer's use of the Subscription Services provided hereunder and in an applicable Order Form and (b) operate and manage the Subscription Services with a ninety-nine and nine percent (99.9%) uptime goal (the "Availability SLA") excluding situations identified as "Excluded" below.

"Excluded" means any outage that results from any of the following:

a. Any maintenance performed by Accela during Accela's standard maintenance windows. Accela will notify Customer within seven calendar days of any standard maintenance and within twenty-four (24) hours for other non-standard emergency maintenance (collectively referred to herein as "Scheduled Maintenance"). Scheduled maintenance includes off-business-hours (agency time) deployments of major releases & service packs. Major releases are deployed into an agency's non-production environments well in advance, typically 4 weeks ahead of production, to allow for adequate user acceptance testing.

b. Customer's information content or application programming, or the acts or omissions of Customer or its agents, including, without limitation, the following:

1. Any mis-configuration by Customer (as determined in Accela's sole discretion), including, without limitation, configuration errors and bad or unintended usage of the Subscription Services.
2. Force majeure or other circumstances beyond Accela's reasonable control that could not be avoided by its exercise of due care.

c. Failures of the carrier networks itself and the network by which Customer connects to the carrier networks any other network unavailability.

d. Any window of time when Customer agrees that Subscription Services availability/unavailability will not be monitored or counted.

e. Interruptions or delays in providing the Subscription Services resulting from telecommunication or Internet service provider failures.

f. Customer's or any third party's use of the Subscription Services in an unauthorized or unlawful manner.

Remedies for Excessive Downtime:

In the event the Availability of the Subscription Services falls below the Availability SLA in a given calendar month, Accela will pay Customer a service credit ("Service Credit") equal to the percentage of the fees set forth in the table below corresponding to the actual Availability of the Subscription Services during the applicable calendar month. Such Service Credit will be issued as a credit against any fees owed by Customer for the next calendar month of the Subscription Period or, if Customer does not owe any additional fees, then Accela will pay Customer the amount of the applicable Service Credit within thirty (30) days after the end of the calendar month in which such credit accrued. Such Service Credit will be in addition to any other remedies available to Customer at law, in equity or under this Agreement.

System availability is measured by the following formula: $x = (n - y) * 100 / n$

Notes:

(1) "x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus scheduled downtime; and "y" is the total number of downtime hours in the given calendar month.

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(2) Specifically excluded from "n and "y" in this calculation are the exception times on scheduled upgrade and maintenance windows.

Service Availability	Percentage of Monthly Service Fees Credited
>99.9%	0%
95.0% - < 99.9%	5% (max of $280)
90.0% - < 95.0%	10% (max of $560)
80.0% - < 90.0%	20% (max $840)
70.0% - < 80.0%	30% (max of $1,120)
60.0% - < 70.0%	40% (max of $1,400)
< < 60%	50% (max of $2,800)

Customer Account Login:

For Accela user interface access, Accela uses TLS 1.2 with AES 256 bit or similar encryption for protection of data in transit, which is supported by most modern browsers. Accela will also restrict applicable administrative user interface access to Customer corporate networks for additional security on written request by Customer.

Accela SaaS Service Delivery:

Accela manages its apps and infrastructures within the industry-leading Microsoft Azure hosting environment, specifically designed and constructed to deliver world- class physical security, power availability, infrastructure flexibility and growth capacity. Accela's audit and compliance foundation includes SSAE 18 SOC 2 Type II, HIPAA, California Consumer Privacy Act (CCPA), and PCI-DSS (payment adapters). Accela's partnership with Microsoft delivers multi-layered security in physical datacenters, infrastructure and operations, with adherence to its numerous security certifications. More information can be found at https://azure.microsoft.com/en- us/overview/security/.

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EXHIBIT D
SOFTWARE SUPPORT SERVICES POLICY

Preferred SaaS Support Policy Dated: May 31, 2022

(5) Customer Cooperation: Accela must be able to reproduce errors in order to resolve them. Customer shall cooperate and work closely with Accela to reproduce errors, including conducting diagnostic or troubleshooting activities, implementation of fixes or updates previously provided by Accela, or providing information as reasonably requested and appropriate.Also, Accela may access **Authorized Support Contacts** account and/or an admin account and/or Customer's personnel may be asked to provide remote access to their internal system for, without limitation, conducting diagnostic or troubleshooting activities or implementation of fixes or updates previously provided by Accela.

(6) Third-Party Product Support: If any third-party software is supplied by Accela, notwithstanding anything to the contrary, Accela disclaims all support obligations for such third-partysoftware unless expressly specified by Accela in Customer's Agreement.

(7) Named Technical Support Advisor: Accela will provide a named technical support advisor for any Preferred support plan holders. The technical support advisor will have knowledge of the customer's system and provide oversite for any support cases created with Accela. They will also facilitate the following:

1. **Scheduled calls to review open support tickets with Accela; and**
2. **A monthly service review to review overall support performance.**

(8) Monthly APO Data Loads: The Preferred support plan includes a monthly upload of APO data to your hosted environment. This must be requested following the methods outlined in the case submission process in this document. All APO load cases will be addressed as a Sev3 severity-level case.

(9) Exclusions: This Support Policy does not cover the following Support Exclusions:

a. Support required due to Customer's or any End User's or third party's misuse of the Services;
b. Support during times outside of Accela's regular business hours stated above;
c. Support necessitated by external factors outside of Accela's reasonable control, including any force majeureevent or Internet access or related problems beyond the Service demarcation point;
d. Support of or caused by customizations (if outside of Accela's best practice recommendations), configurationchanges, scripting, or data loss caused by or on behalf of Customer or any End User;
e. Support of or caused by Customer's or any End User's or third party's equipment, software or other technology (other than third party equipment within Accela's direct control);
f. Support to resolve or work-around conditions which cannot be reproduced in Accela's support environment and
g. Support of any software add-ons supplied together with the Service (except where specified in the Agreement).

Any support services falling within these Support Exclusions may be provided by Accela at its discretion and, if so provided, may be subject to additional pricing and support terms as specified by Accela.

(1) Error Classification:

Functional Definitions: Any major system functions required for delivery of Service to Customer, with Service defined as fulfillment of the Customer's business functions, as designed, by the SaaS product.

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Severity	Definition
Level 1	Supported Product is non-functional or seriously affected and there is no
Level 2	Supported Product is affected and there is no workaround available or the workaround is impractical (e.g. Supported Product response is very
Level 3	Supported Product is non-functional however a convenient workaround exists (e.g. non-critical feature is unavailable or
Level 4	Supported Product works, but there is a minor problem (e.g. incorrect label, or

(2) Target Initial Response Time: Accela will use commercially reasonable efforts to respond to each case within the applicable response timedescribed in the table below:

Target Initial Response Time by Case	
Severity Level	Target Initial Response
1	1 hour[a]
2	4 hours[a]
3	8 hours[a]
4	24 hours[a]

[a] Initial response times are 24x7, including weekends and holidays. Severity Level 1 and 2 cases must be submitted via telephone as described above. Severity Level 1 and 2 target initial response times do not apply to cases submitted via email or electronically via the Accela Success Community.

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EXHIBIT E
INSURANCE REQUIREMENTS

A. **Minimum Scope and Limits of Insurance**: Accela must provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form
Said insurance must also include coverage for products completed operations, independent contractors, personal injury, property damage, and advertising injury.

Products – Completed Operations Aggregate	$4,000,000
Each Occurrence	$2,000,000

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 Accela." This endorsement may not contain an exclusion or limitation of completed operations coverage as regards the additional insured except with respect to the stated aggregate limits of liability.

The policy may not exclude the explosion/collapse/underground ("xcu") hazard. Limits may be satisfied through the combination of primary CL and Umbrella/Excess liability policies.

2. Worker's Compensation and Employers' Liability

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. Tech E&O and Network Security & Privacy Liability Insurance (Cyber)
In addition to the insurance requirements set forth in the Agreement, Accela agrees to provide the following insurance coverage and limits of coverage as part of this Agreement.

For Service Contracts over $500,001 minimum limits:

Per Claim	$5,000,000
Aggregate	$5,000,000

The policy shall cover professional misconduct or lack of ordinary skill for those positions 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, Accela 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, Accela 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, Accela shall maintain such insurance for an additional period of three (3) years following termination of the Agreement. If Accela 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 Accela shall provide proof of same. The insurance shall provide coverage for the following

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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: Except for Tech E&O professional liability coverage, the policy shall provide a waiver of subrogation.

B. **Additional Insurance Requirements**: The Commercial General Liability policy must contain, or be endorsed to contain, the following provisions: Accela insurance coverage must be primary insurance and non-contributory with respect to the obligations that Accela has undertaken under this Agreement. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, volunteers, and employees, for losses arising from work performed by the Accela under this Agreement.

C. **Notice of Cancellation**: Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must provide notice within thirty (30) days any such 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 Accela from potential insurer insolvency.

E. **Verification of Coverage**: Accela 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

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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. Accela shall provide the applicable Endorsements, as required by this Agreement, along with the certificates for each insurance policy. The Endorsements shall have the policy numbers that correlate to the certificates of insurance along with effective dates.

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. Such action will not require a formal contract amendment but may be made by administrative action.

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City Council Memorandum Information Technology Memo No. N/A

Date: June 13, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Sandip Dholakia, Chief Information Officer
From: Adrian Zamora, Technology Support Manager
Subject: Purchase of Upgrade for Virtual Meeting Hardware and Software

Proposed Motion:

Move City Council approve the purchase of Cisco Webex room kit upgrades, from Sentinel Technologies, Inc., utilizing the 1GPA Agreement No. 22-02PV-18, in an amount not to exceed $695,000.

Background/Discussion:

In FY 2020-21, the city used Arizona Cares Act funding to acquire create virtual meeting rooms throughout municipal facilities. At that time, much of the meeting room hardware and software was pre-existing and only required an upgrade to accommodate video conferencing. Currently, the city has 31 video conference-capable virtual meeting rooms with equipment that is out of support and out of warranty. This proposal is to upgrade 21 existing video conference virtual meeting rooms with supported virtual meeting hardware and software and to expand the capabilities to host virtual meetings on various platforms.

Evaluation:

Paradise Valley Unified School District competitively solicited and awarded a contract for technology and audio/visual solutions to Sentinel Technologies, Inc., on behalf of 1GPA. The city has a current agreement with 1GPA allowing for the cooperative use of its contracts. The 1GPA contract is valid through December 8, 2024.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.1287.5219.0.6IT104.0	General Government Capital Projects	Collaborative Mobility	$137,526	Y
401.1287.5419.0.6IT104.0	General Government Capital Projects	Collaborative Mobility	$249,368	Y
401.1287.6315.0.6IT104.0	General Government Capital Projects	Collaborative Mobility	$308,106	Y

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City Council Memorandum Information Technology Memo No. N/A

Date: June 13, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Sandip Dholakia, Chief Information Officer
From: Kerstin Nold, IT Chief Technology Officer
Subject: Purchase of Information Technology Research Subscription Services

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Proposed Motion:

Move City Council approve the purchase of information technology research subscription services, from Gartner, Inc., utilizing the State of Arizona Contract No. CTR053240, in an amount not to exceed $244,873, for the period of one year, beginning July 1, 2024, through June 30, 2025.

Background/Discussion:

This request enables the city to accelerate the delivery of technology solutions through industry-recognized research, development, and analysis that focuses on technology and fiscal health by providing recommendations and guidance. Technology insight services include access to independent IT research, advisory, validation, and verification services to support technology directions with tools, templates, current analysis, and the most effective delivery of essential IT services. These services will assist the city in writing effective IT Requests for Information (RFI), Requests for Proposals (RFP), and Return on Investment (ROI) statements to drive continuous improvement and meet the city departments' business needs. These services ensure the city leverages the best technology solutions in the marketplace to meet the city's business needs. This item will continue the city's use of Gartner, Inc., to provide this level of technology services.

Evaluation:

The state of Arizona competitively solicited and awarded a contract for IT advisory, assessment, verification, and validation consulting services to Gartner, Inc. The city has a current agreement with the State of Arizona allowing for the cooperative use of its contracts.

Financial Implications:

Funding for this purchase is contingent upon City Council adopting the FY 2024-25 budget.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1199.6316.0.0.0	General Fund	N/A	$ 244,873	N

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City Council Memorandum Information Technology Memo No. N/A

Date: June 13, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Sandip Dholakia, Chief Information Officer
From: Kerstin Nold, IT Chief Technology Officer
Subject: Purchase of Information Technology Temporary Staffing Services

Proposed Motion:

Move City Council approve the purchase of information technology temporary staffing services, from Computer Aid, Inc., utilizing the Sourcewell Contract No. 071321-CAI, in an amount not to exceed $7,129,534, for a period of one year, beginning July 1, 2024, through June 30, 2025.

Background/Discussion:

The Information Technology (IT) Department has historically hired temporary staff to assist in special projects or backfill vacant positions by utilizing competitively solicited and awarded temporary staffing contracts. These temporary employees have specialized skills in specific technical areas which complement IT staff and work on a temporary basis for a specific assignment. This request is for temporary resources in the role of technology staffing for applications, cybersecurity, infrastructure and project manager resources for citywide project efforts. Initiatives covered under this agreement include Cybersecurity Services, Microsoft 365 Services, Network and Telecommunications Services, Infrastructure Services, Accela move to SaaS, Utility Billing and Online Payment System Replacements, Enterprise Resource Planning (ERP) Replacement, Data Services, and Web Services. The hourly rates range from $100 to $200 per hour, depending on the skill set required. The estimated duration of the assignment ranges from 6 to 18 months.

Evaluation:

Sourcewell competitively solicited and awarded a contract for managed service providers specifically for specialized IT resources. The city has a current agreement with Sourcewell allowing for the cooperative use of its contracts. The term of the Sourcewell contract is valid through September 10, 2025.

Financial Implications:

Funding for this agreement is contingent upon City Council adopting the FY 2024-25 budget.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1199.5219.0.0.0	General Fund	N/A	$1,873,580	N
101.1200.5219.0.0.0	General Fund	N/A	$1,312,354	N
101.1280.5219.0.0.0	General Fund	N/A	$ 894,400	N
625.3700.5219.0.0.0	Solid Waste Operating	N/A	$ 239,200	N
401.1285.5219.0.6IC088.0	General Government Capital Projects	Project Managment Consultants	$ 450,000	Y
401.1285.5219.0.6IC102.0	General Government Capital Projects	Fleet Management System	$ 200,000	Y
401.1285.5219.0.6IC112.0	General Government Capital Projects	Utility Billing Replatform	$1,100,000	Y
401.1285.5219.0.6IC141.0	General Government Capital Projects	ERP Replacement	$ 150,000	Y
401.1285.5219.0.6IC144.0	General Government Capital Projects	Permit Solution SaaS Migration	$ 600,000	Y
401.1285.5219.0.6IC145.0	General Government Capital Projects	Integrated Language Assistant	$ 140,000	Y
101.1286.5219.0.6IC124.0	General Government Capital Projects	Digital Adoption Platform	$ 170,000	Y

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City Council Memorandum Information Technology Memo No. N/A

Date:	June 13, 2024
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. R190801, in the amount of $408,635, for a period of one year, beginning August 1, 2024, through July 31, 2025.

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-Services 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.

Evaluation:

Region 4 ESC, on behalf of Omnia Partners, competitively solicited and awarded a contract for Oracle products and services. The city has a current agreement with Omnia Partners allowing for the cooperative use of its contracts. Oracle products and services are only available through resellers, and staff recommends the use of this contract because the city receives competitive pricing and a high level of service from Mythics, Inc.

Financial Implications:

Funding for this purchase is contingent upon City Council adopting the FY 2024-25 budget.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1200.5419.0.0.0	General Fund	N/A	$408,635	N

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City Council Memorandum **Management Services** **Memo No.** MS 24-099

Date: June 13, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawnn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
From: Raslyn Sleet, Grants Program Manager
Subject: Resolution No. 5799 Authorizing Submittal of an Indian Gaming Revenue Sharing Grant Application from Dignity Health Foundation - East Valley to Ak-Chin Indian Community

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5799 authorizing the submittal of a $206,648 pass-through Indian Gaming Revenue Sharing Grant Application from the Dignity Health Foundation – East Valley to the Ak-Chin Indian Community for a Pilot Behavioral Health Program.

Background:

In 2002, a coalition of Arizona Indian tribes successfully obtained passage of Proposition 202, whereby the state was authorized to enter into gaming compacts with individual tribes. The compacts allowed for expanded tribal use of games and gaming devices as well as pari-mutuel wagering. In exchange, tribes agreed to share a portion of gaming revenues with the state and its counties, cities and towns. The law provides that 12 percent of tribal contributions pursuant to the compacts shall be contributed by Indian tribes to cities, towns and counties for government services that benefit the general public, including public safety, mitigation of gaming impacts and promotion of commerce and economic development. The Indian tribes have some discretion over how these contributions will be made, and each tribe has different application procedures that need to be observed to obtain funding. Additionally, it has become a common practice for cities to submit applications for such contributions on behalf of 501(c)(3) nonprofit organizations that are deemed to be providing government services that benefit the general public.

The City of Chandler for many years has submitted pass-through grant applications for numerous nonprofit organizations based on the interests of the city and its residents. The pass-through grant applicant must be a 501(c)(3) nonprofit organization with some nexus with the City and its residents.

Dignity Health and Chandler Regional Medical Center are responding to the community's mental health needs in a variety of ways. Within the hospital, they must treat increasing numbers of patients with mental health issues seeking help in their emergency department. In the community, they are impacting high school students in the Chandler Unified School District (CUSD) to identify and respond to the signs of mental distress. Over the past decade, across the United States, hospital emergency departments (EDs) have seen a 40% increase in adult patients presenting with acute psychiatric crises. Within the last decade, EDs have attempted to better care for the emergent psychiatric patient population with multiple initiatives. An effort is underway to improve the ED behavioral health process with an emphasis on compassionate and safe care while reducing workplace violence and staff burnout.

Should this grant be awarded, Dignity Health will establish a Director of Behavioral Health pilot position. One of the tasks of the position is to develop a Behavioral Emergency Response Team, which will improve the behavioral health patient experience and the satisfaction of front-line staff caring for these patients. Dignity Health will also use a portion of the funding to train nurses to deliver Teen Mental Health First Aid training in CUSD high schools.

Financial Implications:

The City, by virtue of this Resolution, is acting as a financial conduit between the Ak-Chin Indian Community and Dignity Health Foundation-East Valley, and is in no way agreeing or obligating itself to monitor or report on the expenditure of any grant funding distributed to or on behalf of Dignity Health Foundation-East Valley, guarantee the accuracy, completeness or truthfulness of the information set forth in the application materials prepared by the Dignity Health Foundation-East Valley, supervise or take any responsibility regarding the actions or activities undertaken by the Dignity Health Foundation-East Valley, or represent that Dignity Health Foundation-East Valley, either has, or does not have, other sources of funding relating to the intended use of grant funding set forth in this Resolution, including funding from grant applications made on behalf of Dignity Health Foundation-East Valley, to other Indian tribes. The City has up to 10 days to send the funds once received.

Attachments

Resolution 5799 - Dignity Health Foundation - Ak-Chin

Dignity Health-Ak Chin Grant Signed Application 2024

RESOLUTION NO. 5799

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR AN INDIAN GAMING REVENUE SHARING GRANT TO THE AK-CHIN INDIAN COMMUNITY ON BEHALF OF DIGNITY HEALTH FOUNDATION IN THE AMOUNT OF $206,648.

WHEREAS, pursuant to A.R.S. § 5-601.02, Indian tribes entering into a tribal-state gaming compact shall contribute monies to "… cities, towns and counties … for government services that benefit the general public, including public safety, mitigation of impacts of gaming, and promotion of commerce and economic development"; and

WHEREAS, Indian tribes entering into a tribal-state gaming compact have various grant application procedures for evaluating which cities, towns, and counties, and which government services, will receive gaming revenue sharing contributions pursuant to A.R.S. § 5-601.02; and

WHEREAS, it is common practice for cities to authorize the submission of grant applications for such Indian gaming revenue sharing grants on behalf of 501(c)(3) nonprofit organizations that are deemed to be providing government related services that benefit the general public; and

WHEREAS, Dignity Health Foundation – East Valley ("Dignity Health"), a 501(c)(3) nonprofit organization, has requested that the City of Chandler authorize the submission of an application for such Indian gaming revenue sharing grant funding to the Ak-Chin Indian Community on its behalf in the amount of $206,648; and

WHEREAS, the funding sought is for the purpose of supporting a pilot Behavioral Health Program Manager position to guide the development of a Behavioral Emergency Response Team in the emergency room and to support nurses to teach teen Mental Health First Aid in CUSD high schools, as further described in the application materials prepared by Dignity Health, which are incorporated by reference; and

WHEREAS, the City Manager's Office has reviewed the application materials and believes that the funding request described in the application materials qualifies as being for government related services that benefit the general public and is consistent with the City's Administrative Regulation regarding such grant applications.

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

Section 1. Authorizing Dignity Health to submit this Resolution and the grant application materials prepared by Dignity Health to the Ak-Chin Indian Community.

Section 2. Authorizing the Mayor or his designee to execute the application form or letter in conjunction with the grant application to be submitted to the Ak-Chin Indian Community on behalf of Dignity Health.

Section 3. Authorizing acceptance of the grant on behalf of Dignity Health in the amount of $206,648 or any other lesser or greater amount awarded and directing City staff to mail a check to Dignity Health within ten (10) days of the City's receipt of any grant funds from the Ak-Chin Indian Community pursuant to a grant application submitted on behalf of Dignity Health, covering one hundred percent (100%) of the funds received.

Section 4. The City, by virtue of this Resolution, is simply acting as a financial conduit between the Ak-Chin Indian Community and Dignity Health, and is in no way:

a. Agreeing or obligating itself to monitor or report on the expenditure of any grant funding distributed to or on behalf of Dignity Health; or

b. Guaranteeing or warranting the accuracy, completeness, or truthfulness of the information set forth in the application materials prepared by the Dignity Health; or

c. Supervising or taking any responsibility regarding the actions or activities undertaken by the Dignity Health; or

d. Representing that Dignity Health, either has, or does not have, other sources of funding relating to the intended use of grant funding set forth in this Resolution, including funding from grant applications made on behalf of Dignity Health, to other Indian tribes.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ___ day of June, 2024.

ATTEST:

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5799 was duly passed andadopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of June, 2024 and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

2024 Ak-Chin Indian Community Grant Application Cover Sheet

Name of Applicant: Dignity Health Foundation – East Valley	Applicant is a: ☐ City/Town/County (circle) X Other
Mayor/Supervisor/Chairman/President: Kevin Hartke, Mayor	
Contact Person and Title: Dawn Lang, Deputy City Manager/CFO	
Applicant Address (administrative office): Dignity Health: 1727 W. Frye Road, Suite 230	
City: Chandler, AZ	Zip Code: 85224
Applicant Mailing Address (if different):	
City:	Zip Code:
Phone Number: 480-728-3130	Fax Number: 480-728-3945
E-mail Address: laurel.vetsch@commonspirit.org	
Fiscal Agent for any Applicant that is not a City, Town, or County *(Special Taxing Districts/Fire Districts must have a Fiscal Agent)*	
Contact Person: Laurel Vetsch	
City/Town/County Mailing Address: 1727 W. Frye Road, Suite 230	
City: Chandler, AZ	Zip Code: 85297
Phone Number: 480-728-3130	Fax Number: 480-728-3945
E-mail Address: laurel.vetsch@commonspirit.org	

Program or Project Name: Behavioral Health Response and Education
Purpose (Check all that apply) ☐ education ☐ public safety X health ☐ environment ☐ promotion of commerce ☐ economic and community development
Purpose of Grant (brief statement): Our request to Ak-Chin Indian Community this year is to help provide
a pilot Behavioral Health Program Manager position to guide development of a Behavioral Emergency
Response Team in the emergency room. Also for nurses to teach teen Mental Health First Aid in all CUSD
high school eleventh grade classes.
Beginning and Ending Date of Program or Project: October 1, 2024 – September 30, 2025
Amount Requested: $206,648 Total Cost: $276,648
Geographic Area Served: East Valley (Chandler, Gilbert, Maricopa, GRIC, Ak-Chin, Mesa, Queen Creek)

By the execution of this Grant Application the undersigned agrees that the information contained in this Application is true, to the best of the Applicant's knowledge. The Applicant shall notify the Community if any information in this Application changes.

Signature:
For the Applicant: Laurel Vetsch Date: 4/15/2024

Typed/Printed Name and Title: Laurel Vetsch, Grant Director

For the Fiscal Agent: Dawn Lang Date: 5-3-2024
(If applicable)
Typed/Printed Name and Title: Dawn Lang, Deputy City Manager, CFO

Dignity Health Foundation – East Valley
Ak-Chin Indian Community Grant Application
Behavioral Health Response and Education

Program Description

Chandler Regional Medical Center is responding to the community's mental health needs in a variety of ways. Within the hospital, we must treat the increasing numbers of patients with mental health issues seeking help in our emergency department. In the community, we are impacting high school students in Chandler Unified School District to identify and respond to the signs of mental distress. We are requesting Ak-Chin Indian Community's partnership with two innovative mental health programs.

Behavioral Health in the Emergency Department. Over the past decade, across the United States, EDs have seen a 40% increase in adult patients presenting with acute psychiatric crises. Patients with acute psychiatric conditions that may make them a danger to themselves or others are considered to have emergency medical conditions and must be evaluated in the ED and cannot be discharged until they are stable. The boarding of behavioral health patients in the ED is a national issue that has only worsened after the pandemic. Chandler Regional is seeking to improve the ED behavioral health process for psychiatric patients boarded in the ED as well as caring for behavioral patients in our inpatient medical units with an emphasis on compassionate and safe care.

Chandler Regional is creating a pilot program led by a newly created position, a Nurse Practitioner Behavioral Health Program Manager. In an effort to improve patient care, improve front line staff satisfaction, and decrease cost, this position will implement mental health response and treatment best practices into our hospital to provide better, compassionate care. This position will develop programing to improve the behavioral health patient experience while also improving the satisfaction of front line staff caring for these patients. And, it will empower nursing and social work staff to collaborate and innovate ways to improve behavioral patient care.

Finally, the position will lead the development of a Behavioral Emergency Response Team. Comprised of a psychiatric RN, bedside RNs, social workers, security, and psychiatric providers, the team, led by the Behavioral Health Program Manager, will round on patients who are dealing with substance abuse, postpartum depression, dementia, and other psychiatric needs. They will respond quickly to psychiatric patients entering the ED. When consulting, the team will provide evidence-based recommendations with pointed interventions. They will help to set up guidelines for managing behavioral patients and provide psychiatric training to staff.

We are requesting Ak-Chin Indian Community contribute $206,648 towards the pilot Behavioral Health Program Manager position. After one year of piloting the position and developing Chandler Regional's Behavioral Emergency Response Team, we will gather data on the expected results. The data will be shared with other hospitals in our region. At that point, hospital leadership will evaluate to add the position permanently and it is expected to grow to manage the behavioral health response at other CommonSpirit hospitals throughout Arizona and Nevada.

Teen Mental Health First Aid (tMHFA). According to the National Center for Health Statistics, suicide is the second leading cause of death for youth ages 15-19 and nearly 50% of adolescents ages 13-18 live with a mental disorder (National Institute of Mental Health). Increasingly, teens are coming to the ED in crisis and currently there are not many resources available to help them. One of the best prevention tools is education. But we have found that teens needing mental health support don't usually go to

adults right away. First they go to their friends. We want to teach teens how to provide help and resources to support their friends.

tMHFA is a classroom-based mental health literacy and skill-building program for students aged 15-18 which promotes mental health literacy and help-seeking behaviors. The program teaches adolescents to help a peer or friend through a mental health crisis and also helps to reduce the general stigma around seeking mental health help.

The course includes lectures, films, group activities, creative expression through writing and drawing, discussions, and skill-building practice through case studies and role play. It **does not** teach teens how to diagnose — instead, teens learn information about being a supportive friend, encouraging friends to seek help and knowing when it's time to get an adult involved. The program focuses on three pillars: mental health literacy, health-seeking behaviors, and reducing stigma. It is described as CPR for mental health.

Topics covered include:

- Common signs and symptoms of mental health and substance use challenges.
- Common signs and symptoms of a mental health crisis, particularly suicide.
- The impact of school violence and bullying on mental health.
- How to open the conversation about mental illnesses and substance use with friends.
- How to seek the help of a responsible and trusted adult.

In conjunction with Chandler Unified School District (CUSD), Dignity Health began a pilot program in 2022 which introduced the tMHFA program to a small group of nine teens in the 11th grade. The next year the pilot was expanded to 800 students at one CUSD high school. The students loved the program and in a survey following the final session, we found statistically significant results showing improvement in attendees' mental health literacy, stigma reduction and mental health first aid skills.

The program has been so successful that the Chandler Unified School District has decided to present it to every eleventh grade student in all CUSD high schools. Classroom instruction is provided with two instructors, one a social worker and one a nurse. CUSD has received funding for school social workers. Dignity Health is requesting funding from the Ak-Chin Indian Community for nurses to provide the medical training component in the classes.

tMHFA instructors are on the frontlines of the program, training teens how to assess, respond and bring in a trusted adult if a peer seems to be having a mental health or substance use challenge. Instructors are certified to teach the course from a national curriculum, tailor discussions to their participants and compile a list of local resources for help. Fifteen nurses would be required to ensure a nurse/social worker partnership in each class.

Target Population

<u>Behavioral Health in the Emergency Department</u>. The emergency department at Chandler Regional cares for approximately 2,500 patients per year (1 in 7 patients) who present with the primary diagnosis of a behavioral health issue. The majority of these patients are transferred to behavioral health facilities or discharged home with an average length of stay of 10 hours but if they are discharged to a facility, the wait could be much longer. The annual cost of boarding these patients in the ED while they wait for transfer is about $2 million per year. In addition, we experience approximately 56 patients a year who

are combative because of mental health issues resulting in 321 incidents of workplace violence. The Behavioral Health Program Manager and Behavioral Emergency Response Team will be deployed to help with all these situations, ensuring patients get the help that they need and that staff remain safe in the workplace. Patients from the east valley who come to Chandler Regional are the targeted population.

Teen Mental Health First Aid. Adolescents throughout the Chandler area are the targeted population. This past spring, the tMHFA program was presented to 800 Chandler Unified School District students in one high school. The results were so impressive that the program is again expanding to include every eleventh grade student in the district's six high schools — about 4,300 students — for the 2024-25 school year.

Program Goals

Behavioral Health in the Emergency Department. Together, the Program Manager and the Behavioral Emergency Response Team will be engaged as soon as a patient needing assistance enters the ED and throughout their ED or hospital stay, if admitted. The team will help staff to assess the situation, calm the patient, determine next steps, and make appropriate referrals. The goals of the Behavioral Health Program Manager and the Behavioral Emergency Response Team are to:

- Deliver quality patient-centered and trauma-centered care;
- Improve patient safety and staff safety during behavioral health emergencies;
- Reduce the number of patient encounters that turn combative;
- Decrease staff burnout;
- Reduce the use of involuntary physical and chemical restraints; and
- Ultimately, reduce costs for the hospitals and need for resources.

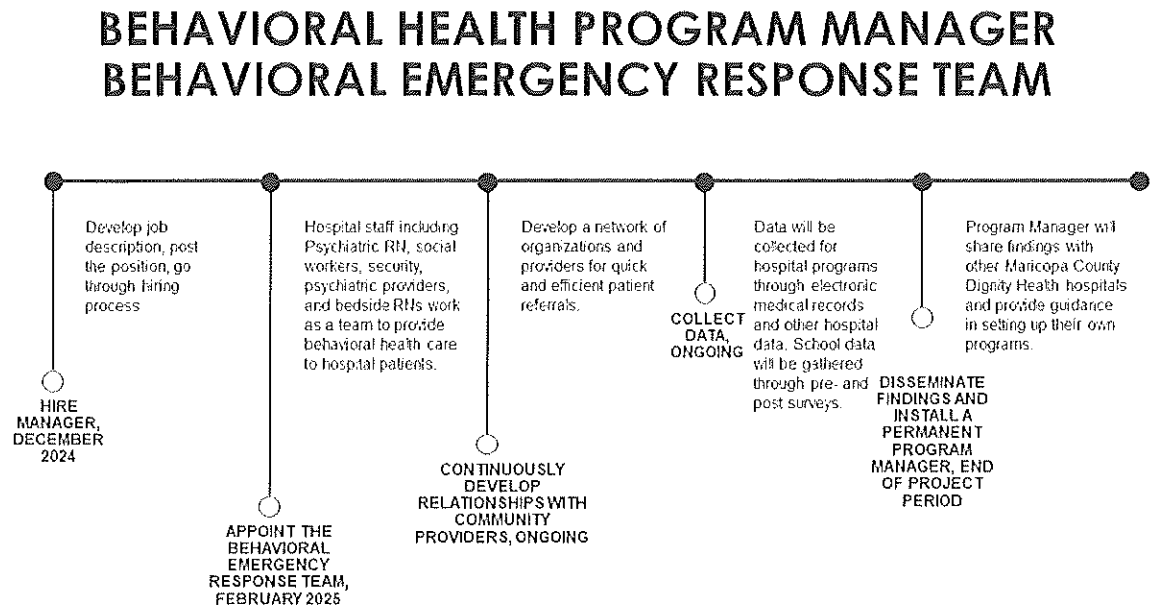
Teen Mental Health First Aid. All Chandler high school juniors will participate in three 90-minute educational sessions. The classes are highly interactive and have been found to be interesting and engaging for student participants. The goals of the program for the teens are:

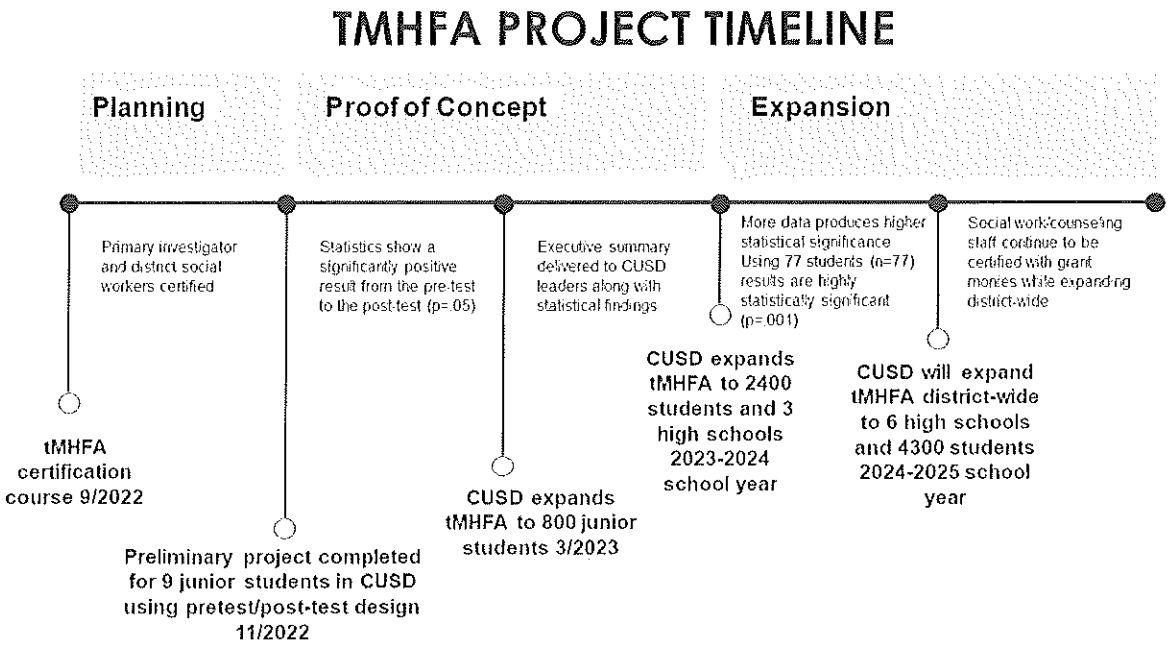
- Recognize early warning signs that a friend is developing a mental health or substance use challenge.
- Recognize warning signs that a friend may be experiencing a mental health or substance use crisis.
- Describe how to talk to a friend about mental health and seeking help.
- Explain when and how to get a responsible adult involved.
- Discuss where to find appropriate and helpful resources about mental health challenges and professional help.
- Apply the tMHFA Action Plan to help a friend with a mental health or substance use challenge or crisis.

Pre- and post-surveys reveal a significant increase in the students' mental health literacy, help-seeking behaviors, and decreased stigma. Students have been reporting overall positive experiences based on a subjective question at the end of the survey.

"I think all students should get a class like this."
-CUSD Eleventh Grade Student

Program Timelines





Current Funding Sources

<u>Behavioral Health in the Emergency Department</u>. We are requesting $109,148 from the Ak-Chin Indian Community which would match an already existing $70,000 provided through other grants. This would allow us to create the full-time one-year pilot position of Program Manager who would guide the formation of the Behavioral Emergency Response Team.

Teen Mental Health First Aid. CUSD has received grants enabling school social workers to teach the tMHFA program. Ak-Chin's contribution of $97,500 would enable Dignity Health nurses to provide the program's medical component of the trainings.

Project Partners

Behavioral Health in the Emergency Department. The Program Manager and team will develop relationships with behavioral health organizations throughout the community such as Southwest Behavioral and Health Services, Mind 24/7, Copper Springs, and additional resources for counseling, in-patient treatment, and other referrals.

Teen Mental Health First Aid. This program is primarily a partnership between Dignity Health and Chandler Unified School District. After further analysis of the data, it is hoped that the program will expand to other school districts.

Sustainability

Behavioral Health in the Emergency Department. The Program Manager and Behavioral Emergency Response Team are a new project. Initially, the new position will support Chandler Regional. Following analysis of the data, it is hoped the position will be sustainable by being operationalized and may grow to lead Dignity Health's behavioral health response efforts throughout our region.

Teen Mental Health First Aid. As described above, this is an expanded project based on a smaller pilot project. It will be sustained through school district partnerships and additional fundraising activities including individual gift opportunities and corporate and foundation support.

Indian Tribe Requests

Pending and unsuccessful requests within the last eighteen months include:

- Fort McDowell Yavapai Nation – Support for the purchase of additional point of care ultrasound devices (unsuccessful)
- Gila River Indian Community - $500,000 for cystoscopy equipment (unsuccessful)
- Gila River Indian Community - $193,000 for point of care ultrasound equipment (unsuccessful)

Funded requests in the last five years include:

- Ak-Chin Indian Community - $120,505 awarded for point of care ultrasound equipment
- Ak-Chin Indian Community - $199,782 awarded for GME construction
- Ak-Chin Indian Community - $240,000 awarded for tower construction at Chandler Regional Medical Center
- Salt River Pima-Maricopa Indian Community - $150,000 awarded for children's dental services and $100,000 for medications for the uninsured
- Gila River Indian Community – $119,000 awarded for ECMO pump purchase

Budget

ITEM	AMOUNT	DESCRIPTION
Behavioral Health Program Manager		
Salary	85,943	$66.11/hour x 25 hours x 52 weeks (additional 15 hours paid for by another grant)
Employee Benefits	23,205	0.27 x salary
TOTAL Program Manager	**$109,148**	
Teen Mental Health First Aid		
Nurse Salaries to deliver tMHFA in high schools (15 nurses)	37,500	Full Delivery at each high school is 50 hours. $50 x 50 hours =$ 2,500 x 15 nurses = $37,500
Nurse Salaries to take the certification course	18,000	Time during the three-day (24-hour) course, that would be $50 x 24 = 1,320 per nurse x 15 = $18,000
Certification course for nurses	27,000	tMHFA 3-day certification "train the trainer" course---15 nurses x $1800 = $27,000
Supplies for high school classes	15,000	Incentives such as food gift cards, pipe cleaners for fidgeting, and cardstock for certificates
TOTAL tMHFA	**$97,500**	**Programming for 2024-2025 school year in all six high schools**
TOTAL REQUESTED	**$206,648**	

Internal Revenue Service
P.O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: FEB 05 2015

Employer Identification Number:
74-2418514

DIGNITY HEALTH FOUNDATION EAST VALLEY
1727 W FRYE RD STE 230
CHANDLER, AZ 85224

Person to Contact - ID Number:
Ed Schlaack - 0203326
Contact Telephone Number:
877-829-5500 Toll-Free

Dear Sir or Madam:

Our letter dated October 9, 2012 stated that you were exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code and classified as a public charity under section 509(a)(3) of the Code.

Based on your request dated October 22, 2014, we have determined that you meet the requirements for reclassification as a Type 1 supporting organization under section 509(a)(3). A Type 1 is operated, supervised, or controlled by, a Type 2 is supervised or controlled in connection with, and a Type 3 is operated in connection with one or more publicly supported organizations. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from federal income tax under section 501(c)(3) of the Code.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, *Compliance Guide for 501(c)(3) Public Charities*, which describes your recordkeeping, reporting, and disclosure requirements.

We have sent a copy of this letter to your representative as indicated in Form 2848, Power of Attorney and Declaration of Representative.

Because this letter could help resolve any questions regarding your foundation status, you should keep it in your permanent records.

If you have any questions, please call our toll free number shown in the heading of this letter.

Sincerely,

Director, Exempt Organizations

DIGNITY HEALTH
FOUNDATION EV

FEB 9 2015

Letter 4716 (5-2011)
Catalog Number 57711M

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. MS 24-103

Date: June 13, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
From: Danielle Wells, Revenue and Tax Senior Manager
Subject: Agreement No. IT1-918-4343, Amendment No. 3, for Business License Portal Applications and Managed Support Services

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Proposed Motion:

Move City Council approve Agreement No. IT1-918-4343, Amendment No. 3, with Parsus Solutions, LLC, for business license portal applications and managed support services, in an amount not to exceed $300,000, for the period of one year, beginning June 15, 2024, through June 14, 2025.

Background/Discussion:

In 2019, the Management Services Department, Tax and License Division, introduced an online customer portal to automate and enhance the experience of doing business with the City of Chandler. This online portal allows customers to register their business, initiate a liquor license or special event liquor license application, and apply for specialty licenses (e.g. massage, peddler, secondhand dealer, short term rental, etc.), as well as renew, pay, and print business registrations without the need to visit City Hall.

The city is seeking a continuation of vendor-managed support services for providing citizen enhancements and ongoing application support and maintenance of this portal, as well as the critical Tax and License systems (the licensing portal and the tax and licensing software suite) which help manage the tax and licensing data and revenues received from the State of Arizona.

Evaluation:

On June 10, 2021, City Council approved an agreement for business license portal applications and managed support services with Parsus Solutions, LLC, for a one-year period, with the option of up to three one-year extensions. The Contractor has agreed to extend for one year at the same terms and conditions.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1200.5418.0.0.0	General Fund	N/A	$300,000	N

Attachments

Amendment

DocuSign Envelope ID: 934F47D3-58EF-485F-B6C7-F2B3C309523E

City Clerk Document No. _____

City Council Meeting Date: June 13, 2024

AMENDMENT TO CITY OF CHANDLER AGREEMENT
BUSINESS REGISTRATION PORTAL APPLICATIONS
MANAGED SUPPORT SERVICES
CITY OF CHANDLER AGREEMENT NO. IT1-918-4343

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 Parsus Solutions, LLC (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2024 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for managed support services (Agreement); and

WHEREAS, the term of the Agreement was June 15, 2021, through June 14, 2022, with the option of up to three 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 June 15, 2024, through June 14, 2025.

3. Section IV is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of Amendment 1, which is incorporated into and made a part of this Amendment No. 3 by this reference. Total payments made to the Contractor during the term of this Amendment No. 3 will not exceed $300,000.

DocuSign Envelope ID: 934F47D3-58EF-485F-B6C7-F2B3C309523E

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: G. Parekh

Its: Partner, Parsus Solutions, LLC

APPROVED AS TO FORM:

By: _____
City Attorney JWB

ATTEST:

By: _____
City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 24-094

Date: June 13, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
From: Danielle Wells, Revenue and Tax Senior Manager
Subject: New License Series 12, Restaurant Liquor License Application for Wade Alan Stooks, Agent, Gravity Solutions Chandler, LLC, DBA Slick City Action Park

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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. 282704, a Series 12, Restaurant Liquor License, for Wade Alan Stooks, Agent, Gravity Solutions Chandler, LLC, DBA Slick City Action Park, located at 845 N. 54th Street, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 306816.

Discussion:

This application for a liquor license was posted for hearing on June 13, 2024.

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

PLEGER | HENRY

Timothy G. Pleger R.A., AIA
15640 North 7th Street - Suite 89

John F. Henry III
Phoenix, AZ 85022

FLOOR FINISH PLAN

PERMIT ISSUE 2-17-17

Bounce A Rama

Chandler Pavilions
865 N 54th Street
Chandler Az. 85226

A-4

CHANDLER arizona
Community of Innovation

City Council Memorandum Neighborhood Resources Memo No. NR24-018

Date: June 13, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Leah Powell, Neighborhood Resources Director
From: Riann Balch, Community Resources Manager
Subject: Resolution No. 5810, Approving Agreements with Two Non-Profit Organizations for the Provision of Opioid Treatment and Prevention Services

Proposed Motion:

Move City Council pass and adopt Resolution No. 5810, approving and authorizing agreements with Recovery Cafe Arizona and EMPACT-Suicide Prevent Center, for the provision of Opioid treatment and prevention services, in the aggregate amount of $100,000.

Background:

On February 25, 2022, manufacturer Johnson & Johnson and the “big three” distributors - McKesson, AmerisourceBergen, and Cardinal Health - finalized a $26 billion opioid settlement agreement to resolve their liabilities in over 3,000 opioid crisis-related suits nationwide. In March 2022, the City of Chandler entered into the One Arizona Distribution of Opioid Settlement Funds Agreement (“One Arizona Agreement”) to establish binding terms for the distribution and spending of funds from the national opioid settlements. As part of the $26 billion national settlement agreement, Arizona and its political subdivisions will receive an estimated $542 million over 18 years. Maricopa County’s Local Government share in the settlement is estimated to be $80 million. Additional settlement funds will be available as litigation is resolved. Maricopa County Department of Public Health (MCDPH) serves as the lead agency for County funds. As of April 2024, the City of Chandler has received just over $735,000.

Discussion:

As one of Arizona's 90 municipalities and 13 counties to enter into the One Arizona Agreement, the City of Chandler is committed to implementing activities in support of the three state-approved opioid abatement categories - treatment, prevention, and other strategies - and twelve corresponding purposes. In pursuit of this goal, City of Chandler staff worked with key stakeholders and the greater community to understand how opioid misuse is impacting Chandler residents and what actions and services are needed to treat, prevent and respond to this national emergency. Based on this information and discussions with City Council, staff recommends partnering with two community-based organizations to provide treatment and prevention services to Chandler residents.

Staff recommends entering into an agreement with Recovery Café Arizona for an amount not to exceed $50,000 to support people in recovery from Opioid Use Disorder and other co-occurring Substance Use Disorder or Mental Health Conditions, and/or co-addiction to support continued healing and stability, and prevent recidivism. The Recovery Café provides a peer-recovery center model, which offers support groups, social connection, computer access, and other services in a supportive environment. Funds will specifically support recovery coaching sessions, recovery circles and educational opportunities through the School for Recovery for 200 Chandler residents.

Staff recommends entering into an agreement with EMPACT-Suicide Prevention Center (EMPACT-SPC) for an amount not to exceed $50,000 to prevent misuse of opioids and other drugs in Chandler youth ages 10-17. EMPACT-SPC will use two nationally recognized evidenced-based prevention curricula, "Too Good for Drugs" and "Operation Prevention." Both programs will be delivered in Chandler schools and involve educational components for parents/guardians. Funds will support 625 youth.

Financial Implications:

Funds are available through the One Arizona Agreement.

Attachments

Resolution 5810 Opioid Prevention

Agreement - Recovery Cafe

Agreement - EMPACT-Suicide Prevention Center (SPC)

RESOLUTION NO. 5810

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AGREEMENTS WITH TWO NON-PROFIT ORGANIZATIONS FOR PROVISION OF OPIOID TREATMENT AND PREVENTION ACTIVITIES IN THE AGGREGATE AMOUNT OF $100,000; AND AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTION NECESSARY OR APPROPRIATE TO CARRY OUT THE PURPOSES OF THIS RESOLUTION.

WHEREAS, the City of Chandler entered into a Memorandum of Agreement ("MOU") with the State of Arizona to receive funds from the One Arizona Distribution of Opioid Settlement Funds Agreement ("One Arizona Agreement") to implement opioid abatement strategies; and

WHEREAS, the Mayor and Council directed staff to develop a strategic plan for the Settlement funds that aligns with the city's strategic framework; and

WHEREAS, the City Council provided direction including the implementation of eligible treatment, prevention and other services; and

WHEREAS, staff conducted a competitive procurement process seeking treatment and prevention services for Chandler residents of all ages and two non-profit organizations, EMPACT-Suicide Prevention Center and Recovery Café Arizona, were selected for award; and

WHEREAS, each organization will receive an award of up to $50,000 of One Arizona Agreement funds for a total expenditure not to exceed $100,000 for a one-year period beginning July 1, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chandler, Arizona, as follows:

Section 1. Approves the allocation of One Arizona Agreement funds in the aggregate amount $100,000 to EMPACT-Suicide Prevention Center and Recovery Café Arizona in accordance with the recommendations of staff.

Section 2. Authorizes the City Manager, or designee, to enter into agreements with EMPACT-Suicide Prevention Center and Recovery Café Arizona, in a form approved by the City Attorney and substantially as attached hereto as Exhibits "A" and "B" respectfully.

Section 3. Authorizes the City Manager, or designee, to take all other action necessary or appropriate to carry out the purposes of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2024.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5810 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2024 and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY
DMG

EXHIBIT “A”

EXHIBIT “B”

CITY OF CHANDLER SERVICES AGREEMENT NO. NRD-24-OS2

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation, (City), and Recovery Café Arizona, an Arizona Nonprofit Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties).

RECITALS

A. The City entered the One Arizona Distribution of Opioid Settlement Funds Agreement ("One Arizona Agreement") with the State of Arizona to receive funds for use in implementing opioid abatement strategies to combat community harms caused by the opioid epidemic. The One Arizona Agreement is attached to this Agreement as Exhibit "A."

B. The Contractor provides services that qualify as Opioid Abatement Strategies pursuant to Exhibit A of the One Arizona Agreement.

C. City proposes for Contractor to provide services as described in Exhibit B Scope of Services.

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

E. 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 foregoing 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 will 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 B 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. In performing these services, Contractor will also specifically comply with the applicable Special Conditions that are set forth in Exhibit D. Contractor will provide progress reports to the City according to the schedule referenced in the Scope of Services.

SECTION III: PERIOD OF SERVICE
Contractor must perform the services described in Exhibit B during the term of this Agreement.

The term of the Agreement is one year, commencing on July 1, 2024, and terminating on June 30, 2025, unless sooner terminated in accordance with the provisions herein. The City may, at its sole discretion and at no additional cost, extend the term of this Agreement for up to 60 days beyond the expiration of the term by delivering written notice to Contractor within 10 days of the Agreement's expiration, provided that the City gives Contractor preliminary written notice of its intent to extend at least 30 days before the Agreement expires. The preliminary notice does not commit the City to an extension. The Parties may mutually agree to renew the agreement for up to four additional one-year periods of service or portions thereof.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Compensation and Fees. Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit C for performance of the services approved and accepted by the City under this Agreement must not exceed $50,000. Payment for services includes payment for all costs and expenses defined in the approved services budget that may be incurred by Contractor in the performance of approved services. No additional charges, outside of the approved services budget, will be eligible for payment. Contractor shall bear all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement. Contractor acknowledges that payment will be made from One Arizona Agreement funds and can only be used for Opioid Abatement Strategies approved in Exhibit A of the One Arizona Agreement.

4.2 Invoices. The Contractor shall submit one legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. The City will provide an invoice template upon execution of contract.

4.3 Payments. City reserves the right to implement a cost reimbursement methodology at the beginning of a contract or with 30-day written notice. Cost reimbursement requires the contractor to submit 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 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.

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 five years following the City's final acceptance of the services under this Agreement. The City 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 schedule of services, 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 on City's behalf not covered by this Agreement unless such work is first authorized in writing by the City. 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.

a) 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 or portion thereof provided for in this Agreement for convenience by

providing sixty (60) days written notice to Contractor. In the event of termination for convenience as provided under this paragraph, Contractor will receive compensation in full for services performed to the date of such termination provided that such services are performed in accordance with the provisions of this Agreement. The fee shall be paid in accordance with Section III 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 fee exceed the fee 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 fee.

b) For cause. The City may terminate this Agreement for cause immediately upon the occurrence of any one or more of the following events: (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 this Agreement has been terminated by City for cause under this paragraph, the termination shall not affect any rights of City against Contractor then existing for breach of this Agreement or which may thereafter accrue.

5.4 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.

5.5 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit D 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 D 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.

5.6 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.

5.7 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: Riann Balch	**Name:** Anthony Eaton
Title: Community Resources Senior Manager	**Title:** Executive Director
Address: Mail Stop 600 PO Box 4008 Chandler, AZ 85244-4008	**Address:** 2992 N Alma School Road Suite 3 Chandler, AZ 85224
Phone: (480)782-4352	**Phone:** (480)688-7945
Email: riann.balch@chandleraz.gov	**Email:** anthonye.recoverycafeaz@gmail.com

5.8 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.

5.9 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.

5.10 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.

5.11 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.

5.12 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.).

5.13 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.

5.14 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 provide notice and submit the qualifications of the new personnel to the City. 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 services assigned to this Agreement and replace with new personnel agreed to by the City.

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

5.16 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.

5.17 Compliance with Federal Laws. Contractor 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. The Contractor agrees to comply with all applicable codes, ordinances and requirements in performing this Agreement and to permit the City to verify such compliance.

5.18 No Forced Uyghur Labor. By entering into this Agreement, Contractor certifies under A.R.S. § 35-394 that Contractor does not currently and agrees for the duration of the contract that Contractor will not use: (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.

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

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

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

5.25 Rights in Data. City shall have the use of data and reports resulting from this Agreement without additional cost or other restriction except as may be established by law or applicable regulation. Subject to the foregoing, each Party shall supply to the other Party, upon request, any available information that is relevant to this Agreement and to the performance thereunder.

5.26 Data Confidentiality and Security. Personal identifying information, protected health information, financial account information, or restricted City information (together "Confidential 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 containing Confidential Information. This includes data saved to laptop computers, computerized devices, or removable storage devices. When any Confidential Information, regardless of its format, is no longer necessary or subject to federal or state retention requirements, 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 Confidential Information 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 Confidential Information and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

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

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

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

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

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

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

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

5.34 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.

5.35 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 the Exhibits, the provisions in this Agreement prevail.

5.36 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 identified 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 –One Arizona Agreement
Exhibit B - Scope of Services
Exhibit C - Compensation and Fees
Exhibit D - Insurance Requirements
Exhibit E - Special Conditions

5.38 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.

5.39 Compliance with School District Policies. If required to provide services on a school district property, Contractor shall comply with said school district's policies applicable to contractors on the premises, including, but not limited to fingerprinting policies. The school district may conduct, and Contractor and its subcontractors shall agree to, 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 school district. Contractor, sub-contractors, vendors and their employees shall not provide services on school district properties until authorized by the applicable school district.

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

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

5.42 Availability of Funds. Every payment obligation under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated or available for the continuance of this Agreement, this Agreement may be terminated by the City. No liability shall accrue to the City in the event the foregoing provision is exercised, and the City will not be obligated or liable for any future payments or for any damages as a result of such termination.

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

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

5.45 Budget Approval Into Next Fiscal Year. This Agreement will commence on July 1, 2024 (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.

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

The Parties have executed this Agreement on this _____ day of _____, 2024 (Executed Date).

FOR THE CITY	FOR THE CONTRACTOR
By: _____	By: _____
Its:_____	Its: _____

APPROVED AS TO FORM:

By: _____
City Attorney

DMG

ATTEST:

By: _____
City Clerk

EXHIBIT A TO AGREEMENT
ONE ARIZONA AGREEMENT

ONE ARIZONA DISTRIBUTION OF OPIOID SETTLEMENT FUNDS AGREEMENT

General Principles

- The people of the State of Arizona and Arizona communities have been harmed by the opioid epidemic, which was caused by entities within the Pharmaceutical Supply Chain.
- The State of Arizona, *ex rel.* Mark Brnovich, Attorney General (the "State"), and certain Participating Local Governments are separately engaged in litigation seeking to hold the Pharmaceutical Supply Chain Participants accountable for the damage they caused.
- The State and the Participating Local Governments share a common desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants' misconduct throughout the State of Arizona.
- The State and the Participating Local Governments previously entered into the One Arizona Opioid Settlement Memorandum of Understanding for the purpose of jointly approaching Settlement negotiations with the Pharmaceutical Supply Chain Participants.
- The State and the Participating Local Governments now enter into this One Arizona Distribution of Opioid Settlement Funds Agreement ("Agreement") to establish binding terms for the distribution and spending of funds from Settlements with the Pharmaceutical Supply Chain Participants.

A. Definitions

As used in this Agreement:

1. "Approved Purpose(s)" shall mean those uses identified in the agreed Opioid Abatement Strategies attached as Exhibit A.

2. "Contingency Fee Fund" shall mean a sub fund established in a Settlement for the purpose of paying contingency fees, such as the Attorney Fee Fund described in Section I.V of the Settlement with the Settling Distributors and the sub fund of the Attorney Fee Fund described in Section II.D of the Settlement with J&J.[1]

3. "J&J" shall mean Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.

4. "Litigation" means existing or potential legal claims against Pharmaceutical Supply Chain Participants seeking to hold them accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance relating to the unlawful manufacture, marketing, promotion, distribution, or dispensing of prescription opioids.

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[1] Text of both settlements available at https://nationalopioidsettlement.com.

5. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this Agreement.

6. "Participating Local Government(s)" shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this Agreement and each applicable Settlement. The Participating Local Governments may be referred to separately in this Agreement as "Participating Counties" and "Participating Cities and Towns" (or "Participating Cities or Towns," as appropriate).

7. "Parties" shall mean the State and the Participating Local Governments.

8. "Pharmaceutical Supply Chain" shall mean the process and channels through which licit opioids are manufactured, marketed, promoted, distributed, or dispensed.

9. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.

10. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Participating Local Government and approved as final by a court of competent jurisdiction.

11. "Settling Distributors" shall mean McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation.

12. "Trustee" shall mean either (1) an independent trustee who shall be responsible for the ministerial task of releasing the Opioid Funds that are in trust as authorized herein and accounting for all payments into or out of the trust, or (2) a settlement fund administrator, in the event that the Settlement includes a fund administrator. In either case, the Trustee will distribute funds in accordance with this Agreement.

B. Intrastate Regions

1. The State of Arizona will be divided into regions, each of which will be referred to as a "Region" and will consist of: (1) a single Participating County and all of its Participating Cities and Towns; or (2) all of the Participating Cities and Towns within a non-Participating County. If there is only one Participating City or Town within a non-Participating County, that single Participating City or Town will still constitute a Region. Two or more Regions may at their discretion form a group ("Multicounty Region"). Regions that do not choose to form a Multicounty Region will be their own Region. Participating Cities and Towns within a non-Participating County may not form a Region with Participating Cities and Towns in another county.

2. The LG Share funds described in Section C(1) will be distributed to each Region according to the percentages set forth in Exhibit B. The Regional allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the Region; (2) the number of opioid deaths that occurred in that Region; and (3) the number of people who suffer opioid use disorder in that Region. In the event any county does not participate in this Agreement, that

county's percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

3. In single-county Regions, that county's health department will serve as the lead agency responsible for distributing the LG Share funds. That health department, acting as the lead agency, shall consult with the cities and towns in the county regarding distribution of the LG Share funds.

4. For each Multicounty Region, an advisory council shall be formed from the Participating Local Governments in the Multicounty Region to distribute the collective LG Share funds. Each advisory council shall include at least three Participating Local Government representatives, not all of whom may reside in the same county. Each advisory council shall consult with the Participating Local Governments in the Multicounty Region regarding distribution of the collective LG Share funds.

5. For each Region consisting of the Participating Cities and Towns within a non-Participating County, an advisory council shall be formed from the Participating Cities and Towns in the Region to distribute the LG Share funds. Each advisory council shall include at least three representatives from the Participating Cities and Towns in the Region, or a representative from each Participating City and Town if the Region consists of fewer than three Participating Cities and Towns. In no event may more than one individual represent the same city or town. To the extent any Participating Cities or Towns in the Region are not represented on the advisory council, the advisory council shall consult with the non-represented Participating Cities and Towns regarding distribution of the collective LG Share funds.

C. Allocation of Settlement Proceeds

1. All Opioid Funds shall be divided with 44% to the State ("State Share") and 56% to the Participating Local Governments ("LG Share").[2]

2. All Opioid Funds, except those allocated to payment of counsel and litigation expenses as set forth in Section E, shall be utilized in a manner consistent with the Approved Purposes definition. Compliance with this requirement shall be verified through reporting, as set out in Section F.

3. Each LG Share will be distributed to each Region or Multicounty Region as set forth in Section B(2). Participating Counties and their constituent Participating Cities and Towns may distribute the funds allocated to the Region or Multicounty Region amongst themselves in any manner they choose. If a county and its cities and towns cannot agree on how to allocate the funds, the default allocation in Exhibit C will apply. The default allocation formula uses historical federal data showing how each county and the cities and towns within it have made opioids-related expenditures in the past. If a county or any cities or towns within a Region or Multicounty Region do not sign on to this Agreement and each

[2] This Agreement assumes that any opioid settlement for Native American Tribes and Third-Party Payors, including municipal insurance pools, will be dealt with separately.

Settlement, and if the Participating Local Governments in the Region or Multicounty Region cannot agree on how to allocate the funds from that Settlement amongst themselves, the funds shall be reallocated proportionally by applying this same methodology to only the Participating Local Governments in the Region or Multicounty Region.

4. If the LG Share for a given Participating Local Government is less than $500, then that amount will instead be distributed to the Region or Multicounty Region in which the Participating Local Government is located to allow practical application of the abatement remedy. If the county did not sign on to the Settlement as defined herein, the funds will be reallocated to the State Share.

5. The State Share shall be paid by check or wire transfer directly to the State through the Trustee, who shall hold the funds in trust, or as otherwise required by a Settlement for the benefit of the State, to be timely distributed as set forth in C(1) herein. The LG Share shall be paid by check or wire transfer directly to the Regions or Multicounty Regions through the Trustee, who shall hold the funds in trust, or as otherwise required by a Settlement for the benefit of the Participating Local Governments, to be timely distributed as set forth in B(2), C(1), C(3), and C(4) herein.

6. The State Share shall be used only for (1) Approved Purposes within the State or (2) grants to organizations for Approved Purposes within the State.

7. The LG Share shall be used only for (1) Approved Purposes by Participating Local Governments within a Region or Multicounty Region or (2) grants to organizations for Approved Purposes within a Region or Multicounty Region.

8. The State will endeavor to prioritize up to 30% of the State Share for opioid education and advertising related to awareness, addiction, or treatment; Department of Corrections and related prison and jail opioid uses; and opioid interdiction and abatement on Arizona's southern border, including grants to assist with the building, remodeling and/or operation of centers for treatment, drug testing, medication-assisted treatment services, probation, job training, and/or counseling services, among other programs.

9. If the federal Center for Medicare and Medicaid Services ("CMS") disallows any federal funding for the State's Medicaid programs pursuant to 42 U.S.C. § 1396b as a consequence of sums received pursuant to resolution of any Litigation with Pharmaceutical Supply Chain Participants, or otherwise seeks to recover sums it regards as the federal share of any Settlement, the amount recovered by CMS shall first be paid from the total amount of Opioid Funds available to the Parties under that Settlement and the distribution to the State and Participating Local Governments shall thereafter be made from the remaining funds.

10. The Parties acknowledge and agree that any Settlement may require Participating Local Governments to release all their claims against the settling Pharmaceutical Supply Chain Participants to receive Opioid Funds. The Parties further acknowledge and agree based on the terms of any such national Settlement, a Participating Local Government will not receive funds through this Agreement until it has complied with all requirements set forth

in that national Settlement to release its claims. This Agreement is not a promise by any Party that any Settlement (including any Settlement resolved through bankruptcy) will be finalized or executed.

D. Participation of Cities and Towns

1. By signing on to the Agreement and any Settlement, a Participating County will receive 60% of its available LG Share for that Settlement when distribution under that Settlement occurs. Any such Participating County will receive up to an additional 40% of its available LG Share for that Settlement by securing the participation of its constituent cities and towns as signatories to this Agreement and that Settlement when distribution under that Settlement occurs. The sliding scale attached as Exhibit D will determine the share of funds available to the Participating County.[3]

2. If a Participating County does not achieve 100% participation of its cities and towns within the period of time required in a Settlement document for subdivision participation, the remaining portions of the LG Share that were otherwise available to the Participating County will be reallocated to (i) the State Share and (ii) the LG Share for the Participating Counties which have achieved 100% participation of their cities and towns in accordance with the percentages described in Sections B(2), C(1), and C(3), and set forth in Exhibits B and C.

E. Payment of Counsel and Litigation Expenses

1. The Parties anticipate that any Settlement will provide for the payment of all or a portion of the fees and litigation expenses of certain state and local governments.

2. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) or if a Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the "Common Benefit Fund"), and requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund as a "tax," then the Participating Local Governments shall first seek to have the settling defendants pay the "tax." If the settling defendants do not agree to pay the "tax," then the "tax" shall be paid from the LG Share prior to allocation and distribution of funds to the Participating Local Governments.[4]

[3] Population allocation of cities and towns within counties will be derived from the population data included in any national Settlement. If such data is not included in the respective national Settlement, then population allocation will be determined from those cities and towns listed in Exhibit C. The data in Exhibit C is derived from the U.S. Census Estimate (July 1, 2019).

[4] This paragraph shall not apply to the Settlement with the Settling Distributors or the Settlement with J&J.

3. Any governmental entity that seeks attorneys' fees and expenses from the Litigation shall seek those fees and expenses first from the national Settlement.[5] In addition, the Parties agree that the Participating Local Governments will create a supplemental attorney's fees and costs fund (the "Backstop Fund").

4. In the event that any Settlement imposes additional limitations or obligations on the payment of counsel and litigation expenses, those limitations and obligations take precedence over this Agreement.

5. The Backstop Fund is to be used to compensate counsel for Participating Local Governments that filed opioid lawsuits by September 1, 2020 ("Litigating Participating Local Governments"). Payments out of the Backstop Fund shall be determined by a committee consisting of one representative from each of the Litigating Participating Local Governments (the "Opioid Fee and Expense Committee").

6. The amount of the Backstop Fund shall be determined as follows: From any national Settlement, the funds in the Backstop Fund shall equal 14.25% of the LG Share for that Settlement. No portion of the State Share shall be used for the Backstop Fund or in any other way to fund any Participating Local Government's attorney's fees and costs. If required to do so by any Settlement, Participating Local Governments must report to the national Settlement Fund Administrator regarding contributions to, or payments from, the Backstop Fund.

7. The maximum percentage of any contingency fee agreement permitted for compensation shall be 25% of the portion of the LG Share attributable to the Litigating Participating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Participating Local Government, unless a Settlement or other court order imposes a lower limitation on contingency fees. Under no circumstances may counsel collect more for its work on behalf of a Litigating Participating Local Government than it would under its contingency agreement with that Litigating Participating Local Government.

8. Payments to counsel for Participating Local Governments shall be made from the Backstop Fund in the same percentages and over the same period of time as the national Contingency Fee Fund for each settlement. The Attorneys' Fees and Costs schedule for the Settling Distributors is listed in Exhibit R §(II)(S)(1) of the Settlement with the Settling

[5] The State retained outside counsel in the Purdue litigation and if it is unable to secure payment of attorneys' fees and expenses from the bankruptcy proceedings in an amount sufficient to compensate outside counsel consistent with the terms of the State's contract with that outside counsel, any remaining attorneys' fees and expenses related to the representation of the State will first be paid directly from the total amount of Opioid Funds available to the Parties under that Settlement, up to the agreed amount in the outside counsel contract, and the distribution to the State and Participating Local Governments shall thereafter be made from the remaining funds.

Distributors.[6] The Attorneys' Fees and Costs schedule for J&J is listed in Exhibit R §(II)(A)(1) of the Settlement with J&J.[7] For future Settlements with other defendants in the Pharmaceutical Supply Chain, any necessary payments to counsel for Participating Local Governments shall be made from the Backstop Fund in the same percentages and over the same periods of time as the fee funds for those Settlements, if applicable, subject to the limitations set forth in this Agreement set form in paragraph E(7) above.

9. Any funds remaining in the Backstop Fund in excess of the amounts needed to cover private counsel's representation agreements shall revert to the Participating Local Governments according to the percentages set forth in Exhibits B and C, to be used for Approved Purposes as set forth herein and in Exhibit A.

F. Compliance Reporting and Accountability

1. If the State and Participating Local Governments use a Trustee for purposes of distributing funds pursuant to any Settlement, the Trustee shall be requested to provide timely an up-to-date accounting of payments into or out of any trust established to hold such funds and/or its subaccounts upon written request of the State or a Participating Local Government.

2. The State, Regions, and Participating Local Governments may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (1) is inconsistent with provision C(1) hereof with respect to the amount of the State Share or LG Share; (2) is inconsistent with an agreed-upon allocation, or the default allocations in Exhibits B and C, as contemplated by Section C(3); or (3) violates the limitations set forth in F(3) with respect to compensation of the Trustee. The objector shall have the right to bring that objection within two years of the date of its discovery to a superior court in Maricopa County, Arizona.

3. In the event that the State and Participating Local Governments use a Trustee, compensation for Trustee's expenses of fund administration may be paid out of the Opioid Funds for reasonable expenses; provided that, reasonable expenses do not exceed the administrative expenses allowed under the terms of the relevant Settlement.

4. The Parties shall maintain, for a period of at least five years, records of abatement expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the Approved Purposes definition. This requirement supersedes any shorter period of time specified in any applicable document retention or destruction policy.

5. At least annually, by July 31 of each year, each Region or Multicounty Region shall provide to the State a report detailing for the preceding fiscal year (1) the amount of the LG Share received by each Participating Local Government within the Region or Multicounty Region, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts

[6] Text of settlement available at https://nationalopioidsettlement.com.

[7] Text of settlement available at https://nationalopioidsettlement.com.

disbursed on approved allocations. In order to facilitate this reporting, each Participating Local Government within a Region or Multicounty Region shall provide information necessary to meet these reporting obligations to a delegate(s) selected by the Region or Multicounty Region to provide its annual report to the State. Any Participating Local Government shall also comply with any reporting requirements imposed by any Settlement.

6. No later than September 30 of each year, the State shall publish on its website a report detailing for the preceding fiscal year (1) the amount of the State Share received, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts disbursed on approved allocations. In addition, the State shall publish on its website the reports described in F(5) above. The State shall also comply with any reporting requirements imposed by any Settlement.

7. If it appears to the State, a Region, or a Multicounty Region that the State or another Region or Multicounty Region is using or has used Settlement funds for non-Approved Purposes, the State, Region, or Multicounty Region may on written request seek and obtain the documentation underlying the report(s) described in F(5) or F(6), as applicable, including documentation described in F(4). The State, Region, or Multicounty Region receiving such request shall have 14 days to provide the requested information. The requesting party and the State, Region, or Multicounty Region receiving such request may extend the time period for compliance with the request only upon mutual agreement.

8. Following a request made pursuant to F(7) and when it appears that LG Share funds are being or have been spent on non-Approved Purposes, the State may seek and obtain in an action in a court of competent jurisdiction in Maricopa County, Arizona an injunction prohibiting the Region or Multicounty Region from spending LG Share funds on non-Approved Purposes and requiring the Region or Multicounty Region to return the monies that it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of LG Share funds to the Region or Multicounty Region temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any amounts that were ordered returned but have not been returned by the time the action is resolved.

9. Following a request made pursuant to F(7) and when it appears to at least eight Participating Counties that have signed on to this Agreement and a subsequent Settlement that the State Share funds are being or have been spent on non-Approved Purposes, the Participating Counties may seek and obtain in an action in a superior court of Maricopa County, Arizona an injunction prohibiting the State from spending State Share funds on non-Approved Purposes and requiring the State to return the monies it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of State Share funds to the State temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any monies that were ordered returned but have not been returned by the time the action is resolved.

10. In an action brought pursuant to F(8) or F(9), attorney's fees and costs shall not be recoverable.

G. Settlement Negotiations

1. The State and the Participating Local Governments agree to inform each other in advance of any negotiations relating to an Arizona-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and the Participating Local Governments and shall provide each other the opportunity to participate in all such negotiations.

2. The State and the Participating Local Governments further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Participating Local Governments (collectively, the "Arizona Parties") are unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and the Participating Local Government's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

3. The State or any Participating Local Government may withdraw from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the other Arizona Parties and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Arizona Party releases the remaining Arizona Parties from the restrictions and obligations in this Section.

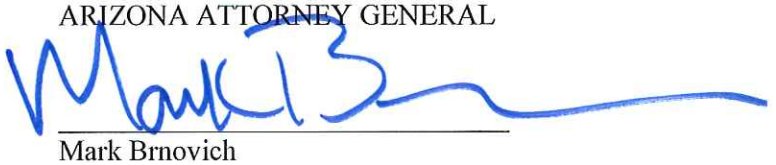
4. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case-specific resolution with that particular Pharmaceutical Supply Chain Participant.

H. Amendments

1. The Parties agree to make such amendments as necessary to implement the intent of this Agreement.

One Arizona Distribution of Opioid Settlement Funds Agreement ACCEPTED by the undersigned and executed this 1 day of March, 2022.

ARIZONA ATTORNEY GENERAL



Mark Brnovich

APACHE COUNTY

APACHE COUNTY

By: Michael B. Whiting

Its: County Attorney

EAGER TOWN

By: _____

Its: _____

SPRINGERVILLE TOWN

By: _____

Its: _____

ST JOHNS CITY

By: _____

Its: _____

APACHE COUNTY

APACHE COUNTY	EAGER TOWN
_____	Matt Means
By: _____	By: Matt Means
Its: _____	Its: Town Manager

SPRINGERVILLE TOWN	ST JOHNS CITY
_____	_____
By: _____	By: _____
Its: _____	Its: _____

APACHE COUNTY

APACHE COUNTY

_____

By: _____

Its: _____

EAGER TOWN

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By: _____

Its: _____

SPRINGERVILLE TOWN

By: Christopher Colloppy

Its: Town Manager

ST JOHNS CITY

_____

By: _____

Its: _____

APACHE COUNTY

APACHE COUNTY

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EAGER TOWN

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SPRINGERVILLE TOWN

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Its: _____

ST JOHNS CITY

_____

By: PAUL J RAMSEY

Its: CITY MANAGER

APACHE COUNTY

APACHE COUNTY

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By: _____

Its: _____

EAGER TOWN

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Its: _____

SPRINGERVILLE TOWN

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By: _____

Its: _____

ST JOHNS CITY

_____

By: S. Spence Udall

Its: Mayor

COCHISE COUNTY

COCHISE COUNTY

By: Brian McIntyre

Its: County Attorney

BENSON CITY

By: _____

Its: _____

BISBEE CITY

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Its: _____

DOUGLAS CITY

By: _____

Its: _____

HUACHUCA CITY TOWN

By: _____

Its: _____

SIERRA VISTA CITY

By: _____

Its: _____

TOMBSTONE CITY

By: _____

Its: _____

WILLCOX CITY

By: _____

Its: _____

COCHISE COUNTY CITIES & TOWNS

BENSON CITY

By: Joe A. Konrad
Its: Mayor

BISBEE CITY

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Its: _____

DOUGLAS CITY

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HUACHUCA CITY TOWN

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COCHISE COUNTY

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BENSON CITY

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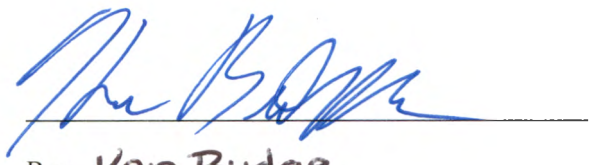
BISBEE CITY



By: Ken Budge

Its: Mayor

DOUGLAS CITY

_____

By: _____

Its: _____

HUACHUCA CITY TOWN

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SIERRA VISTA CITY

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TOMBSTONE CITY

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WILLCOX CITY

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COCHISE COUNTY

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BENSON CITY

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BISBEE CITY

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DOUGLAS CITY

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By: Luis Pedroza

Its: Interim City Manager

HUACHUCA CITY TOWN

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TOMBSTONE CITY

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DOUGLAS CITY

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Its: _____

HUACHUCA CITY TOWN

John R. Wallace

By: Johann R. Wallace

Its: Mayor

SIERRA VISTA CITY

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TOMBSTONE CITY

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HUACHUCA CITY TOWN

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SIERRA VISTA CITY

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By: Nathan J. Williams

Its: City Attorney

TOMBSTONE CITY

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WILLCOX CITY

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COCHISE COUNTY

COCHISE COUNTY

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HUACHUCA CITY TOWN

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SIERRA VISTA CITY

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Its: _____

TOMBSTONE CITY

By: DUSTIN ESCAPULE

Its: MAYOR

WILLCOX CITY

By: _____

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COCHISE COUNTY

COCHISE COUNTY

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BENSON CITY

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HUACHUCA CITY TOWN

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SIERRA VISTA CITY

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TOMBSTONE CITY

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WILLCOX CITY

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By: Caleb Blaschke

Its: City Manager

COCONINO COUNTY

COCONINO COUNTY

By: William P. Ring

Its: County Attorney

FLAGSTAFF CITY

By: _____

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FREDONIA TOWN

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FLAGSTAFF CITY

Greg Clifton

By: Greg Clifton

Its: City Manager

FREDONIA TOWN

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FLAGSTAFF CITY

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FREDONIA TOWN

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By: Jamie Jones

Its: Town Clerk

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FLAGSTAFF CITY

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FREDONIA TOWN

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Its: VICE MAYOR, JOHN KOCJAN

SEDONA CITY

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TUSAYAN TOWN

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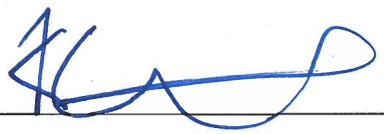
SEDONA CITY



By: Kurt W. Christianson

Its: City Attorney

TUSAYAN TOWN

_____

By: _____

Its: _____

WILLIAMS CITY

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COCONINO COUNTY

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TUSAYAN TOWN

Clarinda Vail

By: Clarinda Vail

Its: Mayor

WILLIAMS CITY

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COCONINO COUNTY

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SEDONA CITY

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TUSAYAN TOWN

_____

By: _____

Its: _____

WILLIAMS CITY

CITY OF WILLIAMS

By: [signature]

Its: CITY MANAGER

GILA COUNTY

GILA COUNTY

By: Tim R. Humphrey

Its: Chairman of the Board

GLOBE CITY

By. _____

Its: _____

HAYDEN CITY

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MIAMI TOWN

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STAR VALLEY TOWN

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GILA COUNTY

GILA COUNTY

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By: _____

Its: _____

GLOBE CITY

By: Al Gancros

Its: Mayor

HAYDEN CITY

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Its: _____

MIAMI TOWN

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PAYSON TOWN

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MIAMI TOWN

S Gonzales

By: S. Gonzales

Its: Mayor

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MIAMI TOWN

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PAYSON TOWN

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By: Ch P Morrissey

Its: Mayor

STAR VALLEY TOWN

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WINKELMAN TOWN

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GILA COUNTY

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HAYDEN CITY

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MIAMI TOWN

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By: _____

Its: _____

PAYSON TOWN

_____

By: _____

Its: _____

STAR VALLEY TOWN

_____

By: Timothy W. Grier

Its: Town manager/attorney

WINKELMAN TOWN

_____

By: _____

Its: _____

IMPLEMENTATION UNDERSTANDING CONCERNING THE ONE ARIZONA DISTRIBUTION OF OPIOID SETTLEMENT FUNDS AGREEMENT

PARTIES: This Implementation Understanding Concerning the of One Arizona Distribution of Opioid Settlement Funds Agreement (the "*Understanding*") is between Gila County (the "County") and the City/Town of Winkelman (the "City/Town") (collectively, the "Parties).

RECITALS: The Attorney General of Arizona and the fifteen Arizona County Attorneys have executed the *One Arizona Distribution of Opioid Settlement Funds Agreement* (the "*Distribution Agreement*"), which is a mechanism for allocating funds received from any Settlement[1] among the State and the Participating Local Governments; and

The *Distribution Agreement* (at ¶ C.3) provides that Participating Counties and their constituent Participating Cities and Towns may distribute the funds allocated to the County amongst themselves in any manner they choose, and that if the Participating Counties and their constituent Participating Cities and Towns cannot reach such an agreement, Ex. C to the *Distribution Agreement* sets out a default allocation that will apply; and

The *Distribution Agreement* also provides that any Participating Local Government which does receive Settlement funds must use those funds only for certain Approved Purposes and maintain certain records concerning the expenditure of the funds; and

The County accepts these requirements of the *Distribution Agreement* concerning its use of Settlement funds and the keeping of records, but the City/Town does not wish to be burdened by these requirements; however

The City/Town nevertheless wishes to execute the *Distribution Agreement* and be a Participating Local Government under the *Distribution Agreement* to maximize the recovery of Settlement funds to the County and Arizona;

NOW THEREFORE: The County and the City/Town agree, as Participating Local Governments, to this *Understanding* to implement the *Distribution Agreement* pursuant to its provisions as follows:

1. **City/Town Assignment of Funds:** All funds that otherwise would have been received by the City/Town under the default allocation set out in Ex. C to the *Distribution Agreement* are hereby assigned to the County.
2. **City/Town Assignment of Related Powers:** The City/Town also assigns to the County the authority to take all necessary acts and execute all necessary documents to effectuate the goals of this *Understanding*, including appropriate action with respect to registration with NationalOpioidSettlement.com and the execution of participation agreements, bankruptcy proofs of claim, or similar documents.
3. **County Responsibility:** The County will be responsible for using Settlement funds received pursuant to ¶ 1 only for Approved Purposes and for maintaining the appropriate records as required by the Distribution Agreement.

ACCEPTED by the undersigned and executed this 3rd day of November/December, 2021.

COUNTY	CITY/TOWN
County Attorney	Mayor or Other Authorized Official

[1] Non-italicized capitalized terms used in this *Understanding* have the meanings ascribed to them in the *Distribution Agreement*.

GRAHAM COUNTY

Danny Smith

By: Danny W. Smith

Its: Board of Supervisors Chairman

PIMA TOWN

By: _____

Its: _____

SAFFORD CITY

By: _____

Its: _____

THATCHER TOWN

By: _____

Its: _____

GRAHAM COUNTY

_____

By: _____

Its: _____

PIMA TOWN

_____

By: VERNON BATTY

Its: TOWN MANAGER

SAFFORD CITY

_____

By: _____

Its: _____

THATCHER TOWN

_____

By: _____

Its: _____

GRAHAM COUNTY

GRAHAM COUNTY

_____

By: _____

Its: _____

PIMA TOWN

_____

By: _____

Its: _____

SAFFORD CITY

_____

By: Richard Ortega

Its: Vice-Mayor

THATCHER TOWN

_____

By: _____

Its: _____

GRAHAM COUNTY

GRAHAM COUNTY

_____

By: _____

Its: _____

PIMA TOWN

_____

By: _____

Its: _____

SAFFORD CITY

_____

By: _____

Its: _____

THATCHER TOWN

_____

By: Heath H. Brown

Its: Town Manager

GREENLEE COUNTY

GREENLEE COUNTY

By: Richard Lunt

Its: Chair of the Board.

CLIFTON TOWN

By: _____

Its: _____

DUNCAN TOWN

By: _____

Its: _____

GREENLEE COUNTY

_____

By: _____

Its: _____

CLIFTON TOWN

Luis M. Montoya

By: Luis M. Montoya

Its: MAYOR

DUNCAN TOWN

_____

By: _____

Its: _____

GREENLEE COUNTY

GREENLEE COUNTY

_____

By: _____

Its: _____

CLIFTON TOWN

_____

By: _____

Its: _____

DUNCAN TOWN

Anne Thurman

By: Anne Thurman

Its: Mayor

LA PAZ COUNTY

By: DUCE MINOR

Its: CHAIRMAN

PARKER TOWN

By: _____

Its: _____

QUARTZITE TOWN

By: _____

Its: _____

LA PAZ COUNTY

LA PAZ COUNTY

_____

By: _____

Its: _____

PARKER TOWN

_____

By: Lori Wedemeyer

Its: Town Manager

QUARTZITE TOWN

_____

By: _____

Its: _____

LA PAZ COUNTY

LA PAZ COUNTY

_____

By: _____

Its: _____

PARKER TOWN

_____

By: _____

Its: _____

QUARTZITE TOWN

_____

By: Tim Ferguson

Its: Town Manager

MARICOPA COUNTY

MARICOPA COUNTY

By: THOMAS P. LIDDY

Its: Chief, Civil Serv. Div. MCAO

APACHE JUNCTION CITY

By: _____

Its: _____

AVONDALE CITY

By: _____

Its: _____

BUCKEYE TOWN

By: _____

Its: _____

CAREFREE TOWN

By: _____

Its: _____

CAVE CREEK TOWN

By: _____

Its: _____

CHANDLER CITY

By: _____

Its: _____

EL MIRAGE CITY

By: _____

Its: _____

FOUNTAIN HILLS TOWN

By: _____

Its: _____

GILA BEND TOWN

By: _____

Its: _____

MARICOPA COUNTY

MARICOPA COUNTY

_____

By: _____

Its: _____

APACHE JUNCTION CITY

_____

By: Matthew E Busby

Its: Assistant City Manager

9/25/2021

AVONDALE CITY

_____

By: _____

Its: _____

BUCKEYE TOWN

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By: _____

Its: _____

CAREFREE TOWN

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Its: _____

CAVE CREEK TOWN

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CHANDLER CITY

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EL MIRAGE CITY

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Its: _____

FOUNTAIN HILLS TOWN

_____

By: _____

Its: _____

GILA BEND TOWN

_____

By: _____

Its: _____

MARICOPA COUNTY

MARICOPA COUNTY

By: _____

Its: _____

APACHE JUNCTION CITY

By: _____

Its: _____

AVONDALE CITY

Nicholle Harris
Nicholle Harris (Nov 3, 2021 08:26 PDT)

By: Nicholle Harris

Its: City Attorney

BUCKEYE TOWN

By: _____

Its: _____

CAREFREE TOWN

By: _____

Its: _____

CAVE CREEK TOWN

By: _____

Its: _____

CHANDLER CITY

By: _____

Its: _____

EL MIRAGE CITY

By: _____

Its: _____

FOUNTAIN HILLS TOWN

By: _____

Its: _____

GILA BEND TOWN

By: _____

Its: _____

MARICOPA COUNTY

MARICOPA COUNTY

By: _____

Its: _____

APACHE JUNCTION CITY

By: _____

Its: _____

AVONDALE CITY

By: _____

Its: _____

BUCKEYE CITY

By: Eric W. Orsborn

Its: Mayor

CAREFREE TOWN

By: _____

Its: _____

CAVE CREEK TOWN

By: _____

Its: _____

CITY

By: _____

Its: _____

EL MIRAGE CITY

By: _____

Its: _____

FOUNTAIN HILLS TOWN

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GILA BEND TOWN

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Its: _____

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MARICOPA COUNTY

MARICOPA COUNTY

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Its: _____

APACHE JUNCTION CITY

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Its: _____

AVONDALE CITY

_____

By: _____

Its: _____

BUCKEYE TOWN

_____

By: _____

Its: _____

CAREFREE TOWN

_____

By: Les Peterson

Its: MAYOR

CAVE CREEK TOWN

_____

By: _____

Its: _____

CHANDLER CITY

_____

By: _____

Its: _____

EL MIRAGE CITY

_____

By: _____

Its: _____

FOUNTAIN HILLS TOWN

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GILA BEND TOWN

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MARICOPA COUNTY

MARICOPA COUNTY

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APACHE JUNCTION CITY

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AVONDALE CITY

By: _____

Its: _____

BUCKEYE TOWN

By: _____

Its: _____

CAREFREE TOWN

By: _____

Its: _____

CAVE CREEK TOWN

By: Eric Burk

Its: Mayor

CHANDLER CITY

By: _____

Its: _____

EL MIRAGE CITY

By: _____

Its: _____

FOUNTAIN HILLS TOWN

By: _____

Its: _____

GILA BEND TOWN

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Its: _____

MARICOPA COUNTY

MARICOPA COUNTY

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Its: _____

APACHE JUNCTION CITY

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Its: _____

AVONDALE CITY

By: _____

Its: _____

BUCKEYE TOWN

By: _____

Its: _____

CAREFREE TOWN

By: _____

Its: _____

CAVE CREEK TOWN

By: _____

Its: _____

CHANDLER CITY

By: Kelly Y. Schwab

Its: City Attorney

EL MIRAGE CITY

By: _____

Its: _____

FOUNTAIN HILLS TOWN

By: _____

Its: _____

GILA BEND TOWN

By: _____

Its: _____

MARICOPA COUNTY

MARICOPA COUNTY

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APACHE JUNCTION CITY

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AVONDALE CITY

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BUCKEYE TOWN

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CAREFREE TOWN

By: _____

Its: _____

CAVE CREEK TOWN

By: _____

Its: _____

CHANDLER CITY

By: _____

Its: _____

EL MIRAGE CITY

By: Justin Pierce

Its: City Attorney

FOUNTAIN HILLS TOWN

By: _____

Its: _____

GILA BEND TOWN

By: _____

Its: _____

MARICOPA COUNTY

By: _____

Its: _____

APACHE JUNCTION CITY

By: _____

Its: _____

AVONDALE CITY

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BUCKEYE TOWN

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Its: _____

CAREFREE TOWN

By: _____

Its: _____

CAVE CREEK TOWN

By: _____

Its: _____

CHANDLER CITY

By: _____

Its: _____

EL MIRAGE CITY

By: _____

Its: _____

FOUNTAIN HILLS TOWN

By: Ginny Dickey

Its: Mayor

GILA BEND TOWN

By: _____

Its: _____

MARICOPA COUNTY CITIES & TOWNS

APACHE JUNCTION CITY

By: _____
Its: _____

AVONDALE CITY

By: _____
Its: _____

BUCKEYE TOWN

By: _____
Its: _____

CAREFREE TOWN

By: _____
Its: _____

CAVE CREEK TOWN

By: _____
Its: _____

CHANDLER CITY

By: _____
Its: _____

EL MIRAGE CITY

By: _____
Its: _____

FOUNTAIN HILLS TOWN

By: _____
Its: _____

GILA BEND TOWN

By: _____
Its: _____

11.5.21

GILBERT TOWN

By: _____
Its: _____

GLENDALE CITY

By: _____
Its: _____

GOODYEAR CITY

By: _____
Its: _____

GUADALUPE TOWN

By: _____
Its: _____

LITCHFIELD PARK CITY

By: _____
Its: _____

MARICOPA COUNTY

GILBERT TOWN

By: Brigette Peterson

Its: Mayor

GLENDALE CITY

By: _____

Its: _____

GOODYEAR CITY

By: _____

Its: _____

GUADALUPE TOWN

By: _____

Its: _____

LITCHFIELD PARK CITY

By: _____

Its: _____

MESA CITY

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Its: _____

PARADISE VALLEY TOWN

By: _____

Its: _____

PEORIA CITY

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Its: _____

PHOENIX CITY

By: _____

Its: _____

QUEEN CREEK TOWN

By: _____

Its: _____

MARICOPA COUNTY

GILBERT TOWN

_____

By: _____

Its: _____

GLENDALE CITY

_____

By: JERRY WEIERS

Its: MAYOR

GOODYEAR CITY

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By: _____

Its: _____

GUADALUPE TOWN

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Its: _____

LITCHFIELD PARK CITY

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MESA CITY

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PARADISE VALLEY TOWN

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PEORIA CITY

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PHOENIX CITY

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QUEEN CREEK TOWN

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MARICOPA COUNTY

GILBERT TOWN

_____

By: _____

Its: _____

GLENDALE CITY

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By: _____

Its: _____

GOODYEAR CITY

_____

By: Rorie Massey

Its: City Attorney

GUADALUPE TOWN

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By: _____

Its: _____

LITCHFIELD PARK CITY

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MESA CITY

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PARADISE VALLEY TOWN

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PEORIA CITY

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PHOENIX CITY

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QUEEN CREEK TOWN

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Its: _____

MARICOPA COUNTY

GILBERT TOWN

By: _____

Its: _____

GLENDALE CITY

By: _____

Its: _____

GOODYEAR CITY

By: _____

Its: _____

GUADALUPE TOWN

By: Valerie Molina

Its: Mayor

LITCHFIELD PARK CITY

By: _____

Its: _____

MESA CITY

By: _____

Its: _____

PARADISE VALLEY TOWN

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Its: _____

PEORIA CITY

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PHOENIX CITY

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QUEEN CREEK TOWN

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MARICOPA COUNTY

GILBERT TOWN

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GLENDALE CITY

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Its: _____

GOODYEAR CITY

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Its: _____

GUADALUPE TOWN

By: _____

Its: _____

LITCHFIELD PARK CITY

By: Thomas L. Schoaf

Its: Mayor

MESA CITY

By: _____

Its: _____

PARADISE VALLEY TOWN

By: _____

Its: _____

PEORIA CITY

By: _____

Its: _____

PHOENIX CITY

By: _____

Its: _____

QUEEN CREEK TOWN

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MARICOPA COUNTY

GILBERT TOWN

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GLENDALE CITY

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GOODYEAR CITY

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GUADALUPE TOWN

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Its: _____

LITCHFIELD PARK CITY

By: _____

Its: _____

MESA CITY

By: JAMES N. SMITH

Its: CITY ATTORNEY

PARADISE VALLEY TOWN

By: _____

Its: _____

PEORIA CITY

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PHOENIX CITY

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Its: _____

QUEEN CREEK TOWN

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MARICOPA COUNTY

GILBERT TOWN

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GLENDALE CITY

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GUADALUPE TOWN

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Its: _____

LITCHFIELD PARK CITY

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By: _____

Its: _____

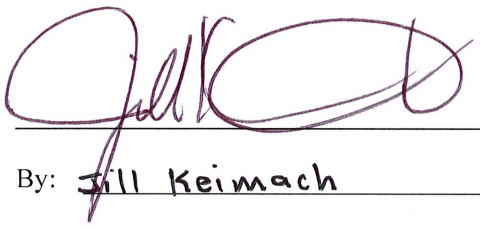
MESA CITY

_____

By: _____

Its: _____

PARADISE VALLEY TOWN



_____

By: Jill Keimach

Its: Town manager

PEORIA CITY

_____

By: _____

Its: _____

PHOENIX CITY

_____

By: _____

Its: _____

QUEEN CREEK TOWN

_____

By: _____

Its: _____

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ONE ARIZONA DISTRIBUTION OF OPIOID SETTLEMENT FUNDS AGREEMENT

MARICOPA COUNTY

Town of Paradise Valley

DocuSigned by:
Jill Keimach
CE1DC3A7429445A...

Jill Keimach, Town Manager

Attest:

DocuSigned by:
Duncan Miller
FD56FF67A95043D...

Duncan Miller, Town Clerk

Approved as to Form:

DocuSigned by:
Andrew McGuire
D29F046BCAE1440...

Andrew McGuire, Town Attorney

MARICOPA COUNTY

GILBERT TOWN

_____

By: _____

Its: _____

GLENDALE CITY

_____

By: _____

Its: _____

GOODYEAR CITY

_____

By: _____

Its: _____

GUADALUPE TOWN

_____

By: _____

Its: _____

LITCHFIELD PARK CITY

_____

By: _____

Its: _____

MESA CITY

_____

By: _____

Its: _____

PARADISE VALLEY TOWN

_____

By: _____

Its: _____

PEORIA CITY

Vanessa P. Hickman

By: Vanessa P. Hickman

Its: City Attorney

PHOENIX CITY

_____

By: _____

Its: _____

QUEEN CREEK TOWN

_____

By: _____

Its: _____

MARICOPA COUNTY

GILBERT TOWN

By: _____

Its: _____

GLENDALE CITY

By: _____

Its: _____

GOODYEAR CITY

By: _____

Its: _____

GUADALUPE TOWN

By: _____

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LITCHFIELD PARK CITY

By: _____

Its: _____

MESA CITY

By: _____

Its: _____

PARADISE VALLEY TOWN

By: _____

Its: _____

PEORIA CITY

By: _____

Its: _____

PHOENIX CITY

By: CRIS MEYER

Its: CITY ATTORNEY

QUEEN CREEK TOWN

By: _____

Its: _____

MARICOPA COUNTY

GILBERT TOWN

By: _____

Its: _____

GLENDALE CITY

By: _____

Its: _____

GOODYEAR CITY

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GUADALUPE TOWN

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LITCHFIELD PARK CITY

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MESA CITY

By: _____

Its: _____

PARADISE VALLEY TOWN

By: _____

Its: _____

PEORIA CITY

By: _____

Its: _____

PHOENIX CITY

By: _____

Its: _____

QUEEN CREEK TOWN

By: Scott A. Holcomb

Its: Town Attorney

SCOTTSDALE CITY

By: David D. Ortega

Its: Mayor ATTEST

SURPRISE CITY

By: _____

Its: _____

TEMPE CITY

Ben Lane

CITY CLERK

By: _____

Its: _____

TOLLESON CITY

By: _____

Its: _____

WICKENBURG TOWN

By: _____

Its: _____

YOUNGTOWN TOWN

By: _____

Its: _____

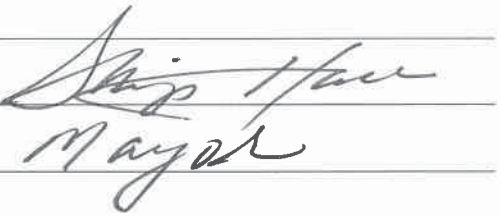
MARICOPA COUNTY

SCOTTSDALE CITY

By: _____

Its: _____

SURPRISE CITY

By: 

Its: Mayor

TEMPE CITY

By: _____

Its: _____

TOLLESON CITY

By: _____

Its: _____

WICKENBURG TOWN

By: _____

Its: _____

YOUNGTOWN TOWN

By: _____

Its: _____

MARICOPA COUNTY

SCOTTSDALE CITY

By: _____

Its: _____

SURPRISE CITY

By: _____

Its: _____

TEMPE CITY

By: _____

Its: _____

TOLLESON CITY

Reyes Medrano Jr.

By: Reyes Medrano, Jr.

Its: City Manager

WICKENBURG TOWN

By: _____

Its: _____

YOUNGTOWN TOWN

By: _____

Its: _____

MARICOPA COUNTY

SCOTTSDALE CITY

By: _____

Its: _____

SURPRISE CITY

By: _____

Its: _____

TEMPE CITY

By: _____

Its: _____

TOLLESON CITY

By: _____

Its: _____

WICKENBURG TOWN

By: RW PEREIRA

Its: MAYOR

YOUNGTOWN TOWN

By: _____

Its: _____

MARICOPA COUNTY

SCOTTSDALE CITY

By: _____

Its: _____

SURPRISE CITY

By: _____

Its: _____

TEMPE CITY

By: _____

Its: _____

TOLLESON CITY

By: _____

Its: _____

WICKENBURG TOWN

By: _____

Its: _____

YOUNGTOWN TOWN

By: _____

Its: Mayor

MOHAVE COUNTY

MOHAVE COUNTY

By: Buster Johnson

Its: Chairman, Board of Supervisors

BOARD OF SUPERVISORS MOHAVE CO. DITAT DEUS ARIZONA

BULLHEAD CITY

By: _____

Its: _____

COLORADO CITY TOWN

By: _____

Its: _____

KINGMAN CITY

By: _____

Its: _____

LAKE HAVASU CITY

By: _____

Its: _____

MOHAVE COUNTY

MOHAVE COUNTY

_____

By: _____

Its: _____

BULLHEAD CITY

Travis Pruitt, Acting ~~City Manager~~

_____

FOR ~~By:~~ Toby Cotter

Its: City Manager

COLORADO CITY TOWN

_____

By: _____

Its: _____

KINGMAN CITY

_____

By: _____

Its: _____

LAKE HAVASU CITY

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By: _____

Its: _____

MOHAVE COUNTY

MOHAVE COUNTY

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By: _____

Its: _____

BULLHEAD CITY

_____

By: _____

Its: _____

COLORADO CITY TOWN

Joseph Allred

By: Joseph Allred

Its: Mayor

KINGMAN CITY

_____

By: _____

Its: _____

LAKE HAVASU CITY

_____

By: _____

Its: _____

MOHAVE COUNTY

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By: _____

Its: _____

BULLHEAD CITY

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By: _____

Its: _____

COLORADO CITY TOWN

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By: _____

Its: _____

KINGMAN CITY

Jen Miles

By: Jen Miles

Its: Mayor

LAKE HAVASU CITY

_____

By: _____

Its: _____

MOHAVE COUNTY

MOHAVE COUNTY

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By: _____

Its: _____

BULLHEAD CITY

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Its: _____

COLORADO CITY TOWN

_____

By: _____

Its: _____

KINGMAN CITY

_____

By: _____

Its: _____

LAKE HAVASU CITY

_____

By: Cal Sheehy

Its: Lake Havasu City, Mayor

NAVAJO COUNTY

NAVAJO COUNTY

By: Daryl Seymore

Its: Chairman

HOLBROOK CITY

By: _____

Its: _____

PINETOP-LAKESIDE TOWN

By: _____

Its: _____

SHOW LOW CITY

By: _____

Its: _____

SNOWFLAKE TOWN

By: _____

Its: _____

TAYLOR TOWN

By: _____

Its: _____

WINSLOW CITY

By: _____

Its: _____

NAVAJO COUNTY

NAVAJO COUNTY

_____

By: _____

Its: _____

HOLBROOK CITY

_____

By: J Mecil Young

Its: MAYOR

PINETOP-LAKESIDE TOWN

_____

By: _____

Its: _____

SHOW LOW CITY

_____

By: _____

Its: _____

SNOWFLAKE TOWN

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By: _____

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TAYLOR TOWN

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WINSLOW CITY

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Its: _____

NAVAJO COUNTY

NAVAJO COUNTY

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By: _____

Its: _____

HOLBROOK CITY

_____

By: _____

Its: _____

PINETOP-LAKESIDE TOWN

Stephanie Irwin

By: _____

Its: _____

SHOW LOW CITY

_____

By: _____

Its: _____

SNOWFLAKE TOWN

_____

By: _____

Its: _____

TAYLOR TOWN

_____

By: _____

Its: _____

WINSLOW CITY

_____

By: _____

Its: _____

TOWN OF PINETOP-LAKESIDE

RESOLUTION NO. 21-1594

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE ONE ARIZONA DISTRIBUTION OF OPIOID SETTLEMENT FUNDS AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE TOWN OF PINETOP-LAKESIDE PROPOSED BY ARIZONA ATTORNEY GENERAL MARK BRNOVICH

WHEREAS, the Arizona Attorney General transmitted a request to cities and towns requesting cities and towns to approve the *One Arizona Distribution of Opioid Settlement Funds Agreement* ("**Agreement**") between the state of Arizona and the Town of Pinetop-Lakeside resulting from negotiations with defendants (the "**Opioid Defendants**") involved with manufacturing, marketing, promoting, distributing, and dispensing opioids and the expansion of the opioid crisis;

WHEREAS, the Arizona Attorney General has imposed a November 10, 2021, deadline for approval of the Agreement; and

WHEREAS, although the Agreement limits the power of a town to disapprove the allocations of settlement proceeds among the state, cities, towns, and counties, the Agreement allows the Town to review and approve or disapprove any final settlement plan regarding amounts paid to the State of Arizona by the Opioid Defendants, but disapproval results in lower settlement proceeds disbursed to local jurisdictions.

NOW THEREFORE BE IT RESOLVED, that the Town Council of the Town of Pinetop-Lakeside, Arizona hereby approves the *One Arizona Opioid Settlement Funds Agreement* between and among the Town of Pinetop-Lakeside, other Arizona cities and towns, Arizona counties and the State of Arizona and authorizes the Mayor to execute the Agreement.

PASSED AND ADOPTED by the Town Council of the Town of Pinetop-Lakeside, Arizona this 21st day of October 2021.

TOWN OF PINETOP-LAKESIDE

Stephanie Irwin
Mayor

ATTEST:

Jill Akins, MMC
Town Clerk

SEAL OF THE TOWN OF PINETOP-LAKESIDE
PINETOP/LAKESIDE
Celebrate the Seasons
1984
ARIZONA

APPROVED AS TO FORM:

William J. Sims, III
Town Attorney

NAVAJO COUNTY

NAVAJO COUNTY

By: _____

Its: _____

HOLBROOK CITY

_____

By: _____

Its: _____

PINETOP-LAKESIDE TOWN

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SHOW LOW CITY

By: John Leech, Jr.

Its: Mayor

SNOWFLAKE TOWN

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Its: TOWN MANAGER

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TAYLOR TOWN

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By: Jason C Brubaker

Its: Vice Mayor

JASON C BRUBAKER 11/10/21

WINSLOW CITY

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WINSLOW CITY

Roberta W. Cano

By: Roberta W. Cano

Its: Mayor

PIMA COUNTY

Sharon Bronson

By: Supervisor Sharon Bronson, Chair

Its: SB

MARANA TOWN

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PIMA COUNTY

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ORO VALLEY TOWN

Mary Jacobs

By: Mary Jacobs

Its: Town Manager

September 22, 2021 8:35am

SAHUARITA TOWN

By: _____

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SOUTH TUCSON CITY

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MARANA TOWN

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ORO VALLEY TOWN

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SAHUARITA TOWN

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By: Tom Murphy

Its: Mayor

SOUTH TUCSON CITY

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SOUTH TUCSON CITY

Hector M Figueroa

By: Hector M Figueroa

Its: City Attorney

TUCSON CITY

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SOUTH TUCSON CITY

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Its: _____

TUCSON CITY

By: Michael Rankin

Its: City Attorney

PINAL COUNTY

PINAL COUNTY

By: KENT VOLKMER

Its: COUNTY ATTORNEY

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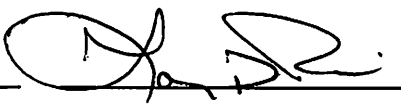

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Its: City Manager

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By: Micah Powell
Its: Mayor

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Tara Walter

By: Tara Walter

Its: Mayor

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KEARNY TOWN

David L. Radcliffe

By: David L. Radcliffe

Its: _____

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MAMMOTH TOWN

x Patsy Armenta

By: Patsy Armenta

Its: Mayor Town of Mammoth

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By: Jennifer Brown

Its: Assistant City Manager

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MARICOPA CITY

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SUPERIOR TOWN

_____

By: Todd Pryor

Its: Town Manager

SANTA CRUZ COUNTY

By: Manuel Ruiz

Its: Chairman, Board of Supervisors

NOGALES CITY

By: John E. Kissinger

Its: Acting City Manager

PATAGONIA TOWN

By: Andrea Wood

Its: Mayor

YAVAPAI COUNTY

YAVAPAI COUNTY

By: Craig L. Brown

Its: Chairman

CAMP VERDE TOWN

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CHINO VALLEY TOWN

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Its: MAYOR

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Jack Lee Miller

By: _____

Its: Mayor

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By: Robyn Prud'homme-Bauer

Its: Mayor

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COTTONWOOD CITY

By: Tim Elinski

Its: Mayor

DEWEY-HUMBOLDT TOWN

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By: John Hughes

Its: 11/2/2021 Mayor

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By: Dr. Jack Dillenberg

Its: Mayor

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PRESCOTT CITY

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By: GREG L. MENGARELLI

Its: MAYOR

PRESCOTT VALLEY TOWN

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PRESCOTT CITY

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PRESCOTT VALLEY TOWN

_____

By: Kell Palguta

Its: Mayor

Approved As To Form:
Ivan Cogler
Town Attorney
ATTEST: _____, Town Clerk

YUMA COUNTY

YUMA COUNTY

By: Marco A. (Tony) Reyes

Its: Chairman of the Board

SAN LUIS CITY

By: _____

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SOMERTON CITY

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WELLTON TOWN

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SAN LUIS CITY

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By: Gerardo Sanchez

Its: Mayor

SOMERTON CITY

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By: Mayor Gerardo Anaya

Its: Mayor

WELLTON TOWN

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WELLTON TOWN

Cecilia McCollough

By: Cecilia McCollough

Its: Mayor

YUMA CITY

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YUMA CITY

Philip A. Rodriguez

By: PHILIP A. RODRIGUEZ

Its: City Administrator

Exhibit A

O P I O I D A B A T E M E N T S T R A T E G I E S

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:

    a. Medication-Assisted Treatment (MAT);

    b. Abstinence-based treatment;

    c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;

    d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or

    e. Evidence-informed residential services programs, as noted below.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.

6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.

8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.

2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.

4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.

9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.

10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.

7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.

8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.

10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.

11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

12. Develop and support best practices on addressing OUD in the workplace.

13. Support assistance programs for health care providers with OUD.

14. Engage non-profits and the faith community as a system to support outreach for treatment.

15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:

    a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

    b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

    c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

    e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;

    f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or

    g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.

6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

    a. Increase the number of prescribers using PDMPs;

    b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or

    c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.

6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:

    a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.

2. Public education relating to drug disposal.

3. Drug take-back disposal or destruction programs.

4. Fund community anti-drug coalitions that engage in drug prevention efforts.

5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

6. Engage non-profits and faith-based communities as systems to support prevention.

7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.

2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.

2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

Exhibit B

Exhibit B	
Allocation to Arizona Counties/Regions	
County/Region	**Percentage of LG Share**
APACHE	0.690%
COCHISE	1.855%
COCONINO	1.688%
GILA	1.142%
GRAHAM	0.719%
GREENLEE	0.090%
LA PAZ	0.301%
MARICOPA	57.930%
MOHAVE	4.898%
NAVAJO	1.535%
PIMA	18.647%
PINAL	3.836%
SANTA CRUZ	0.370%
YAVAPAI	4.291%
YUMA	2.008%

Exhibit C

Exhibit C					
Government Name	**County Name**	**State Name**	**Government Type**	**Census ID**	**Intra-county Allocation (%) Based on Past Spending**
APACHE COUNTY					
APACHE COUNTY	Apache County	ARIZONA	County	3100100100000	56.63%
EAGAR TOWN	Apache County	ARIZONA	City	3200100100000	20.66%
SPRINGERVILLE TOWN	Apache County	ARIZONA	City	3200100300000	10.73%
ST JOHNS CITY	Apache County	ARIZONA	City	3200100200000	11.98%
COCHISE COUNTY					
COCHISE COUNTY	Cochise County	ARIZONA	County	3100200200000	63.47%
BENSON CITY	Cochise County	ARIZONA	City	3200200100000	3.52%
BISBEE CITY	Cochise County	ARIZONA	City	3200200200000	3.47%
DOUGLAS CITY	Cochise County	ARIZONA	City	3200200300000	8.44%
HUACHUCA CITY TOWN	Cochise County	ARIZONA	City	3200250100000	0.91%
SIERRA VISTA CITY	Cochise County	ARIZONA	City	3200200400000	16.63%
TOMBSTONE CITY	Cochise County	ARIZONA	City	3200200500000	1.16%
WILLCOX CITY	Cochise County	ARIZONA	City	3200200600000	2.39%
COCONINO COUNTY					
COCONINO COUNTY	Coconino County	ARIZONA	County	3100300300000	71.16%
FLAGSTAFF CITY	Coconino County	ARIZONA	City	3200300100000	18.45%
FREDONIA TOWN	Coconino County	ARIZONA	City	3200300300000	0.31%
PAGE CITY	Coconino County	ARIZONA	City	3200390100000	3.41%
SEDONA CITY	Coconino County	ARIZONA	City	3201340200000	4.09%
TUSAYAN TOWN	Coconino County	ARIZONA	City	3200310100000	0.67%
WILLIAMS CITY	Coconino County	ARIZONA	City	3200300200000	1.92%
GILA COUNTY					
GILA COUNTY	Gila County	ARIZONA	County	3100400400000	68.13%
GLOBE CITY	Gila County	ARIZONA	City	3200400100000	10.23%

HAYDEN TOWN	Gila County	ARIZONA	City	3200450100000	2.31%
MIAMI TOWN	Gila County	ARIZONA	City	3200400200000	2.71%
PAYSON TOWN	Gila County	ARIZONA	City	3200490100000	16.17%
STAR VALLEY TOWN	Gila County	ARIZONA	City	3200410100000	0.35%
WINKELMAN TOWN	Gila County	ARIZONA	City	3200400300000	0.10%
GRAHAM COUNTY					
GRAHAM COUNTY	Graham County	ARIZONA	County	3100500500000	62.26%
PIMA TOWN	Graham County	ARIZONA	City	3200500100000	2.22%
SAFFORD CITY	Graham County	ARIZONA	City	3200500200000	26.83%
THATCHER TOWN	Graham County	ARIZONA	City	3200500300000	8.68%
GREENLEE COUNTY					
GREENLEE COUNTY	Greenlee County	ARIZONA	County	3100600600000	88.29%
CLIFTON TOWN	Greenlee County	ARIZONA	City	3200600100000	11.43%
DUNCAN TOWN	Greenlee County	ARIZONA	City	3200600200000	0.28%
LA PAZ COUNTY					
LA PAZ COUNTY	La Paz County	ARIZONA	County	3101501500000	88.71%
PARKER TOWN	La Paz County	ARIZONA	City	3201560100000	5.19%
QUARTZSITE TOWN	La Paz County	ARIZONA	City	3201540100000	6.11%
MARICOPA COUNTY					
MARICOPA COUNTY	Maricopa County	ARIZONA	County	3100700700000	51.53%
APACHE JUNCTION CITY	Maricopa County	ARIZONA	City	3201160100000	0.38%
AVONDALE CITY	Maricopa County	ARIZONA	City	3200700100000	0.98%
BUCKEYE TOWN	Maricopa County	ARIZONA	City	3200700200000	0.46%
CAREFREE TOWN	Maricopa County	ARIZONA	City	3200740100000	0.04%
CAVE CREEK TOWN	Maricopa County	ARIZONA	City	3200740200000	0.06%
CHANDLER CITY	Maricopa County	ARIZONA	City	3200700300000	2.86%
EL MIRAGE CITY	Maricopa County	ARIZONA	City	3200700400000	0.39%
FOUNTAIN HILLS TOWN	Maricopa County	ARIZONA	City	3200740400000	0.17%
GILA BEND TOWN	Maricopa County	ARIZONA	City	3200770100000	0.03%

GILBERT TOWN	Maricopa County	ARIZONA	City	3200700500000	1.71%
GLENDALE CITY	Maricopa County	ARIZONA	City	3200700600000	2.63%
GOODYEAR CITY	Maricopa County	ARIZONA	City	3200700700000	0.76%
GUADALUPE TOWN	Maricopa County	ARIZONA	City	3200790100000	0.00%
LITCHFIELD PARK CITY	Maricopa County	ARIZONA	City	3200740300000	0.04%
MESA CITY	Maricopa County	ARIZONA	City	3200700800000	6.06%
PARADISE VALLEY TOWN	Maricopa County	ARIZONA	City	3200750100000	0.34%
PEORIA CITY	Maricopa County	ARIZONA	City	3200700900000	1.51%
PHOENIX CITY	Maricopa County	ARIZONA	City	3200701000000	21.28%
QUEEN CREEK TOWN	Maricopa County	ARIZONA	City	3200740500000	0.11%
SCOTTSDALE CITY	Maricopa County	ARIZONA	City	3200701100000	3.99%
SURPRISE CITY	Maricopa County	ARIZONA	City	3200750200000	0.98%
TEMPE CITY	Maricopa County	ARIZONA	City	3200701200000	3.27%
TOLLESON CITY	Maricopa County	ARIZONA	City	3200701300000	0.27%
WICKENBURG TOWN	Maricopa County	ARIZONA	City	3200701400000	0.10%
YOUNGTOWN TOWN	Maricopa County	ARIZONA	City	3200750300000	0.05%
MOHAVE COUNTY					
MOHAVE COUNTY	Mohave County	ARIZONA	County	3100800800000	62.51%
BULLHEAD CITY CITY	Mohave County	ARIZONA	City	3200840100000	13.10%
COLORADO CITY TOWN	Mohave County	ARIZONA	City	3200840200000	0.61%
KINGMAN CITY	Mohave County	ARIZONA	City	3200800100000	9.91%
LAKE HAVASU CITY CITY	Mohave County	ARIZONA	City	3200860100000	13.87%
NAVAJO COUNTY					
NAVAJO COUNTY	Navajo County	ARIZONA	County	3100900900000	70.29%
HOLBROOK CITY	Navajo County	ARIZONA	City	3200900100000	3.75%
PINETOP-LAKESIDE TOWN	Navajo County	ARIZONA	City	3200940100000	4.75%
SHOW LOW CITY	Navajo County	ARIZONA	City	3200900200000	9.39%
SNOWFLAKE TOWN	Navajo County	ARIZONA	City	3200900300000	2.94%
TAYLOR TOWN	Navajo County	ARIZONA	City	3200980100000	2.68%

WINSLOW CITY	Navajo County	ARIZONA	City	3200900400000	6.19%
PIMA COUNTY					
PIMA COUNTY	Pima County	ARIZONA	County	3101001000000	72.19%
MARANA TOWN	Pima County	ARIZONA	City	3201090200000	2.06%
ORO VALLEY TOWN	Pima County	ARIZONA	City	3201090100000	1.72%
SAHUARITA TOWN	Pima County	ARIZONA	City	3201020100000	0.81%
SOUTH TUCSON CITY	Pima County	ARIZONA	City	3201000100000	0.31%
TUCSON CITY	Pima County	ARIZONA	City	3201000200000	22.91%
PINAL COUNTY					
PINAL COUNTY	Pinal County	ARIZONA	County	3101101100000	53.01%
CASA GRANDE CITY	Pinal County	ARIZONA	City	3201100100000	5.54%
COOLIDGE CITY	Pinal County	ARIZONA	City	3201100200000	1.68%
ELOY CITY	Pinal County	ARIZONA	City	3201100300000	34.98%
FLORENCE TOWN	Pinal County	ARIZONA	City	3201100400000	1.19%
KEARNY TOWN	Pinal County	ARIZONA	City	3201150100000	0.28%
MAMMOTH TOWN	Pinal County	ARIZONA	City	3201150200000	0.16%
MARICOPA CITY	Pinal County	ARIZONA	City	3201110100000	2.73%
SUPERIOR TOWN	Pinal County	ARIZONA	City	3201190100000	0.44%
SANTA CRUZ COUNTY					
SANTA CRUZ COUNTY	Santa Cruz County	ARIZONA	County	3101201200000	76.78%
NOGALES CITY	Santa Cruz County	ARIZONA	City	3201200100000	22.55%
PATAGONIA TOWN	Santa Cruz County	ARIZONA	City	3201200200000	0.67%
YAVAPAI COUNTY					
YAVAPAI COUNTY	Yavapai County	ARIZONA	County	3101301300000	69.31%
CAMP VERDE TOWN	Yavapai County	ARIZONA	City	3201340100000	0.97%
CHINO VALLEY TOWN	Yavapai County	ARIZONA	City	3201380100000	0.68%
CLARKDALE TOWN	Yavapai County	ARIZONA	City	3201350100000	0.72%
COTTONWOOD CITY	Yavapai County	ARIZONA	City	3201350200000	4.89%

DEWEY-HUMBOLDT TOWN	Yavapai County	ARIZONA	City	3201310100000	1.54%
JEROME TOWN	Yavapai County	ARIZONA	City	3201300100000	0.03%
PRESCOTT CITY	Yavapai County	ARIZONA	City	3201300200000	13.79%
PRESCOTT VALLEY TOWN	Yavapai County	ARIZONA	City	3201360100000	8.09%
YUMA COUNTY					
YUMA COUNTY	Yuma County	ARIZONA	County	3101401400000	66.03%
SAN LUIS CITY	Yuma County	ARIZONA	City	3201460100000	4.80%
SOMERTON CITY	Yuma County	ARIZONA	City	3201400200000	2.24%
WELLTON TOWN	Yuma County	ARIZONA	City	3201480100000	0.61%
YUMA CITY	Yuma County	ARIZONA	City	3201400300000	26.32%

Exhibit D

Exhibit D	
Percent Participation of Cities	**Award**
0	0%
5	2%
10	4%
15	6%
20	8%
25	10%
30	12%
35	14%
40	16%
45	18%
50	20%
55	22%
60	24%
65	26%
70	28%
75	30%
80	32%
85	34%
90	36%
95	38%
100	40%

EXHIBIT B TO AGREEMENT
SCOPE OF SERVICES

SCOPE OF WORK

Recovery Café Arizona opened in 2019 to help meet a gap in care for those who suffer with addiction and trauma with an emphasis on decreasing recidivism. Recovery Café Arizona provides three key programs to participants.

Recovery Coaching Sessions:
Recovery Coaching Sessions which are one-on-one weekly sessions with a certified Connecticut Community for Addition Recovery (CCAR) recovery coach. The client and Recovery Coach create a plan with an objective outcome of meeting goals which are made by both the recovery coach and the client. Once goals are met, the recovery coach and client work together to establish new goals and work towards a positive outcome.

Recovery Circles:
Recovery Circles are led by either Connecticut Community for Action Recovery (CCAR) Certified Recovery Coach or Member Leaders act as facilitators leading open discussion groups to allow clients to express themselves. These circles typically start by discussion what is something that they are celebrated during that week, and something that the client struggled with that week. Then a recovery related topic is chosen to discuss amongst the group. The Recovery Circles are held weekly with the same individuals in each circle, allowing for individuals to grow their community and build strong healthy relationships with like-minded individuals.

School for Recovery:
School for Recovery provides educational opportunities and interactive workshops for program members. Workshops provided by outside facilitators include but are not limited to Yoga for Recovery, Meditation for Recovery, Tai Chi, Somatic Practices, Sound Healing, Art Therapy, and Music Therapy. Additionally, outside facilitators provide educational classes which include but are not limited to Understanding Addiction and the Brain, Nutrition and Wellness Practices for Trauma and Addiction Recovery, Boundaries, Family Relationship Dysfunction, How to Regulate Your Nervous System, Relationships in Recovery, and Emotional Freedom Technique. The School for Recovery builds community and provides techniques to assist in maintaining long-term recovery.

OUTCOMES

During the period of service, Recovery Café Arizona will serve 200 individuals recovering from Opioid addiction. By utilizing this model, recidivism is tracked by the two-year mark reaching at least 90% for individuals in recovery. Most insurance companies only support recovery services for 30, 60, and 90 days leading to increased recidivism. Through Recovery Café approach to services, recidivism is reduced by providing resources for as long as the member needs.

REPORTING REQUIREMENTS

Prior to implementation, contractor shall develop and/or share the projects evaluation plan with the city that should include metrics for how success will be measured and opportunities for improvement.

Prior to implementation, Contractor will submit any training or educational materials to the city for review and approval.

Contactor shall provide quarterly and annual reports using a template to be provided by the city, which will include:

A. Narrative description of project activities achieved during specified timeframe
B. Accomplishments/success stories and challenges
C. Staffing changes
D. Current budget and description of any over or underspending
E. Evaluation metrics (e.g. actual numbers served)

All underlying documentation for the reporting shall be retained for a minimum of five years, notwithstanding any other applicable documentation retention or destruction policy, in order to facilitate verification that funds have been used for the approved purpose for which funds have been awarded.

Additional reporting requirements may be required by the city at any time.

MONITORING
The primary purpose of monitoring is to ensure that One Arizona Agreement funds are being invested in the manner stated in this Scope of Services and Exhibit B, and confirm that Contractor is otherwise in compliance with this Agreement. City staff monitor Contractors through reporting and onsite visits. Onsite visits may include an agency visit demonstrating Contractor's performance of the services and providing an opportunity for City staff to observe operations.

City staff will coordinate with Contractor to schedule onsite monitoring at a mutually agreed upon time. City staff will let agencies know the number of participants in advance. In the event that Contractor chooses to include program participants in the tour, Contractor must ensure participant consent in accordance with state and federal laws, as applicable. Photographs and/or video may be taken only with permission of all participants and in accordance with Contractor's policy.

Should significant concerns be identified during a monitoring visit, City staff will notify the Contractor contact by phone and follow-up with a written report outlining concerns. Contractor must respond in writing as directed in the written report. The City reserves the right to perform follow-up visits to ensure concerns have been rectified.

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

EXHIBIT C TO AGREEMENT
COMPENSATION AND FEES

SERVICES BUDGET

(A) Cost Component	(B) Chandler Costs
Salaries & Wages	$ 30,000.00
Fringe Benefits	
TOTAL PERSONNEL	$ 30,000.00
Professional Services	$ 20,000.00
Phone / Internet	
Rent	
Utilities	
Insurance	
Maintenance	
Travel/Mileage	
Fingerprinting	
License / Fees	
Education / Training	
Commodities (Materials & Supplies)	
Program / Office Supplies	
Printing	
PPE and Disinfection	
Other	
Other	
Other	
TOTAL OPERATIONS	$ 20,000.00
TOTAL BUDGET	$ 50,000.00

SERVICES BUDGET NARRATIVE

SALARIES & WAGES
Recovery Coach staff provides mentorship for one-on-one sessions to program participants. Funding will support 10 coaches.
- Program Cost: $20,000

Circle Facilitators provide staffing for weekly Recovery Circle discussion groups. Funding will support 8-10 facilitators.
- Program Cost: $10,000

Total Salaries & Wages: $30,000

PROFESSIONAL SERVICES
Contracted outside instructors to provide educational and interactive opportunities for program participants participating in the School of Recovery.
- Program Cost: $20,000

ADMINISTRATIVE COSTS
No more than 10% of the Agency's requested funds will be used for program administration and/or evaluation.

EXHIBIT D TO AGREEMENT
INSURANCE

INSURANCE
General.

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

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

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

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

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

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

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

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

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

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

Additional Policy Provisions Required.

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

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

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

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

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

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

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 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 10 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 thirty (30) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten (10) 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 85244-4008. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

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

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

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

EXHIBIT E
SPECIAL CONDITIONS

Contractor and Subcontractor Worker Background Screening. Contractor agrees that all contract workers and subcontractors (collectively Contract Worker(s)) that Contractor furnishes to the City pursuant to this Agreement shall be subject to background and security checks and screening (collectively Background Screening) at Contractor's sole cost and expense as set forth in this Section. The Background Screening provided by Contractor shall comply with all applicable laws, rules and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Agreement or Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Agreement.

Background Screening Requirements and Criteria. 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. Contract Workers who work directly with children or vulnerable adults as defined in A.R.S. § 46-451A.12 are subject to fingerprint verification through the Arizona Department of Public Safety pursuant to A.R.S. § 41-1750(G)(23).

Additional City Rights Regarding Security Inquiries. In addition to the foregoing, the City reserves the right but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G) (4); (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Contract.

Contractor Certification. By executing this Agreement, Contractor certifies and warrants that Contractor has read the Background Screening requirements and criteria in this Section, understands them and that all Background Screening information furnished to the City is accurate and current. Also, by executing this Agreement, Contractor further certifies and warrants that Contractor has satisfied all such Background Screening requirements as required. A Contract Worker rejected for work under this Agreement shall not be proposed to perform work under other City contracts or engagements without the City's prior written approval.

Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts. Contractor shall include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

Materiality of Background Screening Requirements: Indemnity. The Background Screening requirements of this Section are material to the City's entry into this Agreement and any breach of this Section by Contractor shall be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in Section VII, Paragraph D, Indemnification Clause of the General Conditions, Contractor shall defend, indemnify and hold harmless the City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or the City for failure to satisfy this Section.

Continuing Duty: Audit. Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section shall continue throughout the entire term of this Agreement. Contractor shall notify the City immediately of any change to a Background Screening of a Contract Worker previously approved by the City. Contractor shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Contractor's compliance with this Section pursuant to Section VII, Paragraph A, "Records/Audit" of the General Conditions.

CITY OF CHANDLER SERVICES AGREEMENT NO. NRD-24-OS1

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation, (City), and EMPACT-Suicide Prevention Center (SPC), an Arizona Nonprofit Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties).

RECITALS

A. The City entered the One Arizona Distribution of Opioid Settlement Funds Agreement ("One Arizona Agreement") with the State of Arizona to receive funds for use in implementing opioid abatement strategies to combat community harms caused by the opioid epidemic. The One Arizona Agreement is attached to this Agreement as Exhibit "A."

B. The Contractor provides services that qualify as Opioid Abatement Strategies pursuant to Exhibit A of the One Arizona Agreement.

C. City proposes for Contractor to provide services as described in Exhibit B Scope of Services.

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

E. 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 foregoing 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 will 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 B 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. In performing these services, Contractor will also specifically comply with the applicable Special Conditions that are set forth in Exhibit D. Contractor will provide progress reports to the City according to the schedule referenced in the Scope of Services.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit B during the term of this Agreement.

The term of the Agreement is one year, commencing on July 1, 2024, and terminating on June 30, 2025, unless sooner terminated in accordance with the provisions herein. The City may, at its sole discretion and at no additional cost, extend the term of this Agreement for up to 60 days beyond the expiration of the term by delivering written notice to Contractor within 10 days of the Agreement's expiration, provided that the City gives Contractor preliminary written notice of its intent to extend at least 30 days before the Agreement expires. The preliminary notice does not commit the City to an extension. The Parties may mutually agree to renew the agreement for up to four additional one-year periods of service or portions thereof.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Compensation and Fees. Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit C for performance of the services approved and accepted by the City under this Agreement must not exceed $50,000. Payment for services includes payment for all costs and expenses defined in the approved services budget that may be incurred by Contractor in the performance of approved services. No additional charges, outside of the approved services budget, will be eligible for payment. Contractor shall bear all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement. Contractor acknowledges that payment will be made from One Arizona Agreement funds and can only be used for Opioid Abatement Strategies approved in Exhibit A of the One Arizona Agreement.

4.2 Invoices. The Contractor shall submit one legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. The City will provide an invoice template upon execution of contract.

4.3 Payments. City reserves the right to implement a cost reimbursement methodology at the beginning of a contract or with 30-day written notice. Cost reimbursement requires the contractor to submit 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 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.

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 five years following the City's final acceptance of the services under this Agreement. The City 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 schedule of services, 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 on City's behalf not covered by this Agreement unless such work is first authorized in writing by the City. 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.

a) 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 or portion thereof provided for in this Agreement for convenience by

providing sixty (60) days written notice to Contractor. In the event of termination for convenience as provided under this paragraph, Contractor will receive compensation in full for services performed to the date of such termination provided that such services are performed in accordance with the provisions of this Agreement. The fee shall be paid in accordance with Section III 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 fee exceed the fee 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 fee.

b) For cause. The City may terminate this Agreement for cause immediately upon the occurrence of any one or more of the following events: (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 this Agreement has been terminated by City for cause under this paragraph, the termination shall not affect any rights of City against Contractor then existing for breach of this Agreement or which may thereafter accrue.

5.4 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.

5.5 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 D 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.

5.6 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.

5.7 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: Riann Balch	**Name:** Sandra McNally
Title: Community Resources Senior Manager	**Title:** Prevention Manager
Address: Mail Stop 600 PO Box 4008 Chandler, AZ 85244-4008	**Address:** 618 S. Madison Dr Tempe, AZ 85281
Phone: (480)782-4352	**Phone:** (480)784-1514x1219
Email: riann.balch@chandleraz.gov	**Email:** sandra.mcnally@lafrontera-empact.org

5.8 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.

5.9 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.

5.10 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.

5.11 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.

5.12 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.).

5.13 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.

5.14 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 provide notice and submit the qualifications of the new personnel to the City. 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 services assigned to this Agreement and replace with new personnel agreed to by the City.

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

5.16 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.

5.17 Compliance with Federal Laws. Contractor 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. The Contractor agrees to comply with all applicable codes, ordinances and requirements in performing this Agreement and to permit the City to verify such compliance.

5.18 No Forced Uyghur Labor. By entering into this Agreement, Contractor certifies under A.R.S. § 35-394 that Contractor does not currently and agrees for the duration of the contract that Contractor will not use: (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.

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

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

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

5.25 Rights in Data. City shall have the use of data and reports resulting from this Agreement without additional cost or other restriction except as may be established by law or applicable regulation. Subject to the foregoing, each Party shall supply to the other Party, upon request, any available information that is relevant to this Agreement and to the performance thereunder.

5.26 Data Confidentiality and Security. Personal identifying information, protected health information, financial account information, or restricted City information (together "Confidential 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 containing Confidential Information. This includes data saved to laptop computers, computerized devices, or removable storage devices. When any Confidential Information, regardless of its format, is no longer necessary or subject to federal or state retention requirements, 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 Confidential Information 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 Confidential Information and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

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

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

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

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

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

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

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

5.34 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.

5.35 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 the Exhibits, the provisions in this Agreement prevail.

5.36 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 identified 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 - One Arizona Agreement
Exhibit B - Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

5.38 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.

5.39 Compliance with School District Policies. If required to provide services on a school district property, Contractor shall comply with said school district's policies applicable to contractors on the premises, including, but not limited to fingerprinting policies. The school district may conduct, and Contractor and its subcontractors shall agree to, 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 school district. Contractor, sub-contractors, vendors and their employees shall not provide services on school district properties until authorized by the applicable school district.

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

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

5.42 Availability of Funds. Every payment obligation under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated or available for the continuance of this Agreement, this Agreement may be terminated by the City. No liability shall accrue to the City in the event the foregoing provision is exercised, and the City will not be obligated or liable for any future payments or for any damages as a result of such termination.

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

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

5.45 Budget Approval Into Next Fiscal Year. This Agreement will commence on July 1, 2024 (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.

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

The Parties have executed this Agreement on this _____ day of _____, 2024 (Executed Date).

FOR THE CITY	FOR THE CONTRACTOR
By: _____	By: _____
Its:_____	Its: _____

APPROVED AS TO FORM:

By: _____
City Attorney DMG

ATTEST:

By: _____
City Clerk

EXHIBIT A TO AGREEMENT
ONE ARIZONA AGREEMENT

ONE ARIZONA DISTRIBUTION OF OPIOID SETTLEMENT FUNDS AGREEMENT

General Principles

- The people of the State of Arizona and Arizona communities have been harmed by the opioid epidemic, which was caused by entities within the Pharmaceutical Supply Chain.
- The State of Arizona, *ex rel.* Mark Brnovich, Attorney General (the "State"), and certain Participating Local Governments are separately engaged in litigation seeking to hold the Pharmaceutical Supply Chain Participants accountable for the damage they caused.
- The State and the Participating Local Governments share a common desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants' misconduct throughout the State of Arizona.
- The State and the Participating Local Governments previously entered into the One Arizona Opioid Settlement Memorandum of Understanding for the purpose of jointly approaching Settlement negotiations with the Pharmaceutical Supply Chain Participants.
- The State and the Participating Local Governments now enter into this One Arizona Distribution of Opioid Settlement Funds Agreement ("Agreement") to establish binding terms for the distribution and spending of funds from Settlements with the Pharmaceutical Supply Chain Participants.

A. Definitions

As used in this Agreement:

1. "Approved Purpose(s)" shall mean those uses identified in the agreed Opioid Abatement Strategies attached as Exhibit A.

2. "Contingency Fee Fund" shall mean a sub fund established in a Settlement for the purpose of paying contingency fees, such as the Attorney Fee Fund described in Section I.V of the Settlement with the Settling Distributors and the sub fund of the Attorney Fee Fund described in Section II.D of the Settlement with J&J.[1]

3. "J&J" shall mean Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.

4. "Litigation" means existing or potential legal claims against Pharmaceutical Supply Chain Participants seeking to hold them accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance relating to the unlawful manufacture, marketing, promotion, distribution, or dispensing of prescription opioids.

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[1] Text of both settlements available at https://nationalopioidsettlement.com.

5. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this Agreement.

6. "Participating Local Government(s)" shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this Agreement and each applicable Settlement. The Participating Local Governments may be referred to separately in this Agreement as "Participating Counties" and "Participating Cities and Towns" (or "Participating Cities or Towns," as appropriate).

7. "Parties" shall mean the State and the Participating Local Governments.

8. "Pharmaceutical Supply Chain" shall mean the process and channels through which licit opioids are manufactured, marketed, promoted, distributed, or dispensed.

9. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.

10. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Participating Local Government and approved as final by a court of competent jurisdiction.

11. "Settling Distributors" shall mean McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation.

12. "Trustee" shall mean either (1) an independent trustee who shall be responsible for the ministerial task of releasing the Opioid Funds that are in trust as authorized herein and accounting for all payments into or out of the trust, or (2) a settlement fund administrator, in the event that the Settlement includes a fund administrator. In either case, the Trustee will distribute funds in accordance with this Agreement.

B. Intrastate Regions

1. The State of Arizona will be divided into regions, each of which will be referred to as a "Region" and will consist of: (1) a single Participating County and all of its Participating Cities and Towns; or (2) all of the Participating Cities and Towns within a non-Participating County. If there is only one Participating City or Town within a non-Participating County, that single Participating City or Town will still constitute a Region. Two or more Regions may at their discretion form a group ("Multicounty Region"). Regions that do not choose to form a Multicounty Region will be their own Region. Participating Cities and Towns within a non-Participating County may not form a Region with Participating Cities and Towns in another county.

2. The LG Share funds described in Section C(1) will be distributed to each Region according to the percentages set forth in Exhibit B. The Regional allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the Region; (2) the number of opioid deaths that occurred in that Region; and (3) the number of people who suffer opioid use disorder in that Region. In the event any county does not participate in this Agreement, that

county's percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

3. In single-county Regions, that county's health department will serve as the lead agency responsible for distributing the LG Share funds. That health department, acting as the lead agency, shall consult with the cities and towns in the county regarding distribution of the LG Share funds.

4. For each Multicounty Region, an advisory council shall be formed from the Participating Local Governments in the Multicounty Region to distribute the collective LG Share funds. Each advisory council shall include at least three Participating Local Government representatives, not all of whom may reside in the same county. Each advisory council shall consult with the Participating Local Governments in the Multicounty Region regarding distribution of the collective LG Share funds.

5. For each Region consisting of the Participating Cities and Towns within a non-Participating County, an advisory council shall be formed from the Participating Cities and Towns in the Region to distribute the LG Share funds. Each advisory council shall include at least three representatives from the Participating Cities and Towns in the Region, or a representative from each Participating City and Town if the Region consists of fewer than three Participating Cities and Towns. In no event may more than one individual represent the same city or town. To the extent any Participating Cities or Towns in the Region are not represented on the advisory council, the advisory council shall consult with the non-represented Participating Cities and Towns regarding distribution of the collective LG Share funds.

C. Allocation of Settlement Proceeds

1. All Opioid Funds shall be divided with 44% to the State ("State Share") and 56% to the Participating Local Governments ("LG Share").[2]

2. All Opioid Funds, except those allocated to payment of counsel and litigation expenses as set forth in Section E, shall be utilized in a manner consistent with the Approved Purposes definition. Compliance with this requirement shall be verified through reporting, as set out in Section F.

3. Each LG Share will be distributed to each Region or Multicounty Region as set forth in Section B(2). Participating Counties and their constituent Participating Cities and Towns may distribute the funds allocated to the Region or Multicounty Region amongst themselves in any manner they choose. If a county and its cities and towns cannot agree on how to allocate the funds, the default allocation in Exhibit C will apply. The default allocation formula uses historical federal data showing how each county and the cities and towns within it have made opioids-related expenditures in the past. If a county or any cities or towns within a Region or Multicounty Region do not sign on to this Agreement and each

[2] This Agreement assumes that any opioid settlement for Native American Tribes and Third-Party Payors, including municipal insurance pools, will be dealt with separately.

Settlement, and if the Participating Local Governments in the Region or Multicounty Region cannot agree on how to allocate the funds from that Settlement amongst themselves, the funds shall be reallocated proportionally by applying this same methodology to only the Participating Local Governments in the Region or Multicounty Region.

4. If the LG Share for a given Participating Local Government is less than $500, then that amount will instead be distributed to the Region or Multicounty Region in which the Participating Local Government is located to allow practical application of the abatement remedy. If the county did not sign on to the Settlement as defined herein, the funds will be reallocated to the State Share.

5. The State Share shall be paid by check or wire transfer directly to the State through the Trustee, who shall hold the funds in trust, or as otherwise required by a Settlement for the benefit of the State, to be timely distributed as set forth in C(1) herein. The LG Share shall be paid by check or wire transfer directly to the Regions or Multicounty Regions through the Trustee, who shall hold the funds in trust, or as otherwise required by a Settlement for the benefit of the Participating Local Governments, to be timely distributed as set forth in B(2), C(1), C(3), and C(4) herein.

6. The State Share shall be used only for (1) Approved Purposes within the State or (2) grants to organizations for Approved Purposes within the State.

7. The LG Share shall be used only for (1) Approved Purposes by Participating Local Governments within a Region or Multicounty Region or (2) grants to organizations for Approved Purposes within a Region or Multicounty Region.

8. The State will endeavor to prioritize up to 30% of the State Share for opioid education and advertising related to awareness, addiction, or treatment; Department of Corrections and related prison and jail opioid uses; and opioid interdiction and abatement on Arizona's southern border, including grants to assist with the building, remodeling and/or operation of centers for treatment, drug testing, medication-assisted treatment services, probation, job training, and/or counseling services, among other programs.

9. If the federal Center for Medicare and Medicaid Services ("CMS") disallows any federal funding for the State's Medicaid programs pursuant to 42 U.S.C. § 1396b as a consequence of sums received pursuant to resolution of any Litigation with Pharmaceutical Supply Chain Participants, or otherwise seeks to recover sums it regards as the federal share of any Settlement, the amount recovered by CMS shall first be paid from the total amount of Opioid Funds available to the Parties under that Settlement and the distribution to the State and Participating Local Governments shall thereafter be made from the remaining funds.

10. The Parties acknowledge and agree that any Settlement may require Participating Local Governments to release all their claims against the settling Pharmaceutical Supply Chain Participants to receive Opioid Funds. The Parties further acknowledge and agree based on the terms of any such national Settlement, a Participating Local Government will not receive funds through this Agreement until it has complied with all requirements set forth

in that national Settlement to release its claims. This Agreement is not a promise by any Party that any Settlement (including any Settlement resolved through bankruptcy) will be finalized or executed.

D. Participation of Cities and Towns

1. By signing on to the Agreement and any Settlement, a Participating County will receive 60% of its available LG Share for that Settlement when distribution under that Settlement occurs. Any such Participating County will receive up to an additional 40% of its available LG Share for that Settlement by securing the participation of its constituent cities and towns as signatories to this Agreement and that Settlement when distribution under that Settlement occurs. The sliding scale attached as Exhibit D will determine the share of funds available to the Participating County.[3]

2. If a Participating County does not achieve 100% participation of its cities and towns within the period of time required in a Settlement document for subdivision participation, the remaining portions of the LG Share that were otherwise available to the Participating County will be reallocated to (i) the State Share and (ii) the LG Share for the Participating Counties which have achieved 100% participation of their cities and towns in accordance with the percentages described in Sections B(2), C(1), and C(3), and set forth in Exhibits B and C.

E. Payment of Counsel and Litigation Expenses

1. The Parties anticipate that any Settlement will provide for the payment of all or a portion of the fees and litigation expenses of certain state and local governments.

2. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) or if a Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the "Common Benefit Fund"), and requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund as a "tax," then the Participating Local Governments shall first seek to have the settling defendants pay the "tax." If the settling defendants do not agree to pay the "tax," then the "tax" shall be paid from the LG Share prior to allocation and distribution of funds to the Participating Local Governments.[4]

[3] Population allocation of cities and towns within counties will be derived from the population data included in any national Settlement. If such data is not included in the respective national Settlement, then population allocation will be determined from those cities and towns listed in Exhibit C. The data in Exhibit C is derived from the U.S. Census Estimate (July 1, 2019).

[4] This paragraph shall not apply to the Settlement with the Settling Distributors or the Settlement with J&J.

3. Any governmental entity that seeks attorneys' fees and expenses from the Litigation shall seek those fees and expenses first from the national Settlement.[5] In addition, the Parties agree that the Participating Local Governments will create a supplemental attorney's fees and costs fund (the "Backstop Fund").

4. In the event that any Settlement imposes additional limitations or obligations on the payment of counsel and litigation expenses, those limitations and obligations take precedence over this Agreement.

5. The Backstop Fund is to be used to compensate counsel for Participating Local Governments that filed opioid lawsuits by September 1, 2020 ("Litigating Participating Local Governments"). Payments out of the Backstop Fund shall be determined by a committee consisting of one representative from each of the Litigating Participating Local Governments (the "Opioid Fee and Expense Committee").

6. The amount of the Backstop Fund shall be determined as follows: From any national Settlement, the funds in the Backstop Fund shall equal 14.25% of the LG Share for that Settlement. No portion of the State Share shall be used for the Backstop Fund or in any other way to fund any Participating Local Government's attorney's fees and costs. If required to do so by any Settlement, Participating Local Governments must report to the national Settlement Fund Administrator regarding contributions to, or payments from, the Backstop Fund.

7. The maximum percentage of any contingency fee agreement permitted for compensation shall be 25% of the portion of the LG Share attributable to the Litigating Participating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Participating Local Government, unless a Settlement or other court order imposes a lower limitation on contingency fees. Under no circumstances may counsel collect more for its work on behalf of a Litigating Participating Local Government than it would under its contingency agreement with that Litigating Participating Local Government.

8. Payments to counsel for Participating Local Governments shall be made from the Backstop Fund in the same percentages and over the same period of time as the national Contingency Fee Fund for each settlement. The Attorneys' Fees and Costs schedule for the Settling Distributors is listed in Exhibit R §(II)(S)(1) of the Settlement with the Settling

[5] The State retained outside counsel in the Purdue litigation and if it is unable to secure payment of attorneys' fees and expenses from the bankruptcy proceedings in an amount sufficient to compensate outside counsel consistent with the terms of the State's contract with that outside counsel, any remaining attorneys' fees and expenses related to the representation of the State will first be paid directly from the total amount of Opioid Funds available to the Parties under that Settlement, up to the agreed amount in the outside counsel contract, and the distribution to the State and Participating Local Governments shall thereafter be made from the remaining funds.

Distributors.[6] The Attorneys' Fees and Costs schedule for J&J is listed in Exhibit R §(II)(A)(1) of the Settlement with J&J.[7] For future Settlements with other defendants in the Pharmaceutical Supply Chain, any necessary payments to counsel for Participating Local Governments shall be made from the Backstop Fund in the same percentages and over the same periods of time as the fee funds for those Settlements, if applicable, subject to the limitations set forth in this Agreement set form in paragraph E(7) above.

9. Any funds remaining in the Backstop Fund in excess of the amounts needed to cover private counsel's representation agreements shall revert to the Participating Local Governments according to the percentages set forth in Exhibits B and C, to be used for Approved Purposes as set forth herein and in Exhibit A.

F. Compliance Reporting and Accountability

1. If the State and Participating Local Governments use a Trustee for purposes of distributing funds pursuant to any Settlement, the Trustee shall be requested to provide timely an up-to-date accounting of payments into or out of any trust established to hold such funds and/or its subaccounts upon written request of the State or a Participating Local Government.

2. The State, Regions, and Participating Local Governments may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (1) is inconsistent with provision C(1) hereof with respect to the amount of the State Share or LG Share; (2) is inconsistent with an agreed-upon allocation, or the default allocations in Exhibits B and C, as contemplated by Section C(3); or (3) violates the limitations set forth in F(3) with respect to compensation of the Trustee. The objector shall have the right to bring that objection within two years of the date of its discovery to a superior court in Maricopa County, Arizona.

3. In the event that the State and Participating Local Governments use a Trustee, compensation for Trustee's expenses of fund administration may be paid out of the Opioid Funds for reasonable expenses; provided that, reasonable expenses do not exceed the administrative expenses allowed under the terms of the relevant Settlement.

4. The Parties shall maintain, for a period of at least five years, records of abatement expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the Approved Purposes definition. This requirement supersedes any shorter period of time specified in any applicable document retention or destruction policy.

5. At least annually, by July 31 of each year, each Region or Multicounty Region shall provide to the State a report detailing for the preceding fiscal year (1) the amount of the LG Share received by each Participating Local Government within the Region or Multicounty Region, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts

[6] Text of settlement available at https://nationalopioidsettlement.com.

[7] Text of settlement available at https://nationalopioidsettlement.com.

disbursed on approved allocations. In order to facilitate this reporting, each Participating Local Government within a Region or Multicounty Region shall provide information necessary to meet these reporting obligations to a delegate(s) selected by the Region or Multicounty Region to provide its annual report to the State. Any Participating Local Government shall also comply with any reporting requirements imposed by any Settlement.

6. No later than September 30 of each year, the State shall publish on its website a report detailing for the preceding fiscal year (1) the amount of the State Share received, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts disbursed on approved allocations. In addition, the State shall publish on its website the reports described in F(5) above. The State shall also comply with any reporting requirements imposed by any Settlement.

7. If it appears to the State, a Region, or a Multicounty Region that the State or another Region or Multicounty Region is using or has used Settlement funds for non-Approved Purposes, the State, Region, or Multicounty Region may on written request seek and obtain the documentation underlying the report(s) described in F(5) or F(6), as applicable, including documentation described in F(4). The State, Region, or Multicounty Region receiving such request shall have 14 days to provide the requested information. The requesting party and the State, Region, or Multicounty Region receiving such request may extend the time period for compliance with the request only upon mutual agreement.

8. Following a request made pursuant to F(7) and when it appears that LG Share funds are being or have been spent on non-Approved Purposes, the State may seek and obtain in an action in a court of competent jurisdiction in Maricopa County, Arizona an injunction prohibiting the Region or Multicounty Region from spending LG Share funds on non-Approved Purposes and requiring the Region or Multicounty Region to return the monies that it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of LG Share funds to the Region or Multicounty Region temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any amounts that were ordered returned but have not been returned by the time the action is resolved.

9. Following a request made pursuant to F(7) and when it appears to at least eight Participating Counties that have signed on to this Agreement and a subsequent Settlement that the State Share funds are being or have been spent on non-Approved Purposes, the Participating Counties may seek and obtain in an action in a superior court of Maricopa County, Arizona an injunction prohibiting the State from spending State Share funds on non-Approved Purposes and requiring the State to return the monies it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of State Share funds to the State temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any monies that were ordered returned but have not been returned by the time the action is resolved.

10. In an action brought pursuant to F(8) or F(9), attorney's fees and costs shall not be recoverable.

G. Settlement Negotiations

1. The State and the Participating Local Governments agree to inform each other in advance of any negotiations relating to an Arizona-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and the Participating Local Governments and shall provide each other the opportunity to participate in all such negotiations.

2. The State and the Participating Local Governments further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Participating Local Governments (collectively, the "Arizona Parties") are unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and the Participating Local Government's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

3. The State or any Participating Local Government may withdraw from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the other Arizona Parties and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Arizona Party releases the remaining Arizona Parties from the restrictions and obligations in this Section.

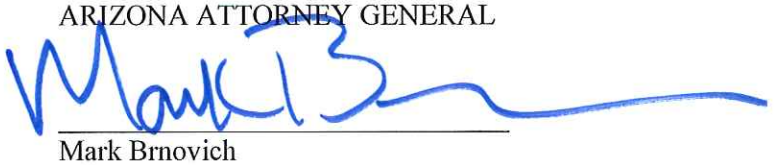
4. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case-specific resolution with that particular Pharmaceutical Supply Chain Participant.

H. Amendments

1. The Parties agree to make such amendments as necessary to implement the intent of this Agreement.

One Arizona Distribution of Opioid Settlement Funds Agreement ACCEPTED by the undersigned and executed this 1 day of March, 2022.

ARIZONA ATTORNEY GENERAL



Mark Brnovich

APACHE COUNTY

APACHE COUNTY

By: Michael B. Whiting

Its: County Attorney

EAGER TOWN

By: _____

Its: _____

SPRINGERVILLE TOWN

By: _____

Its: _____

ST JOHNS CITY

By: _____

Its: _____

APACHE COUNTY

APACHE COUNTY	EAGER TOWN
_____	Matt Means
By: _____	By: Matt Means
Its: _____	Its: Town Manager

SPRINGERVILLE TOWN	ST JOHNS CITY
_____	_____
By: _____	By: _____
Its: _____	Its: _____

APACHE COUNTY

APACHE COUNTY

_____

By: _____

Its: _____

EAGER TOWN

_____

By: _____

Its: _____

SPRINGERVILLE TOWN

By: Christopher Colloppy

Its: Town Manager

ST JOHNS CITY

_____

By: _____

Its: _____

APACHE COUNTY

APACHE COUNTY

_____

By: _____

Its: _____

EAGER TOWN

_____

By: _____

Its: _____

SPRINGERVILLE TOWN

_____

By: _____

Its: _____

ST JOHNS CITY

_____

By: PAUL J RAMSEY

Its: CITY MANAGER

APACHE COUNTY

APACHE COUNTY

_____

By: _____

Its: _____

EAGER TOWN

_____

By: _____

Its: _____

SPRINGERVILLE TOWN

_____

By: _____

Its: _____

ST JOHNS CITY

_____

By: S. Spence Udall

Its: Mayor

COCHISE COUNTY

COCHISE COUNTY

By: Brian McIntyre

Its: County Attorney

BENSON CITY

By: _____

Its: _____

BISBEE CITY

By: _____

Its: _____

DOUGLAS CITY

By: _____

Its: _____

HUACHUCA CITY TOWN

By: _____

Its: _____

SIERRA VISTA CITY

By: _____

Its: _____

TOMBSTONE CITY

By: _____

Its: _____

WILLCOX CITY

By: _____

Its: _____

COCHISE COUNTY CITIES & TOWNS

BENSON CITY

By: Joe A. Konrad
Its: Mayor

BISBEE CITY

_____
By: _____
Its: _____

DOUGLAS CITY

_____
By: _____
Its: _____

HUACHUCA CITY TOWN

_____
By: _____
Its: _____

SIERRA VISTA CITY

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By: _____
Its: _____

TOMBSTONE CITY

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By: _____
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WILLCOX CITY

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By: _____
Its: _____

COCHISE COUNTY

COCHISE COUNTY

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By: _____

Its: _____

BENSON CITY

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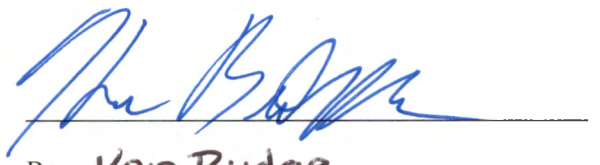
By: _____

Its: _____

BISBEE CITY



By: Ken Budge

Its: Mayor

DOUGLAS CITY

_____

By: _____

Its: _____

HUACHUCA CITY TOWN

_____

By: _____

Its: _____

SIERRA VISTA CITY

_____

By: _____

Its: _____

TOMBSTONE CITY

_____

By: _____

Its: _____

WILLCOX CITY

_____

By: _____

Its: _____

COCHISE COUNTY

COCHISE COUNTY

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By: _____

Its: _____

BENSON CITY

_____

By: _____

Its: _____

BISBEE CITY

_____

By: _____

Its: _____

DOUGLAS CITY

_____

By: Luis Pedroza

Its: Interim City Manager

HUACHUCA CITY TOWN

_____

By: _____

Its: _____

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DOUGLAS CITY

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Its: _____

HUACHUCA CITY TOWN

John R. Wallace

By: Johann R. Wallace

Its: Mayor

SIERRA VISTA CITY

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TOMBSTONE CITY

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SIERRA VISTA CITY

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By: Nathan J. Williams

Its: City Attorney

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By: DUSTIN ESCAPULE

Its: MAYOR

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WILLCOX CITY

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By: Caleb Blaschke

Its: City Manager

COCONINO COUNTY

COCONINO COUNTY

By: William P. Ring

Its: County Attorney

FLAGSTAFF CITY

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FLAGSTAFF CITY

Greg Clifton

By: Greg Clifton

Its: City Manager

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By: Jamie Jones

Its: Town Clerk

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Its: VICE MAYOR, JOHN KOCJAN

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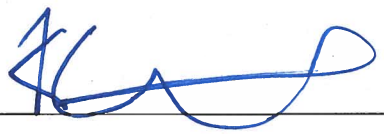
SEDONA CITY



By: Kurt W. Christianson

Its: City Attorney

TUSAYAN TOWN

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WILLIAMS CITY

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TUSAYAN TOWN

Clarinda Vail

By: Clarinda Vail

Its: Mayor

WILLIAMS CITY

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TUSAYAN TOWN

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Its: _____

WILLIAMS CITY

CITY OF WILLIAMS

By: [signature]

Its: CITY MANAGER

GILA COUNTY

GILA COUNTY

By: Tim R. Humphrey

Its: Chairman of the Board

GLOBE CITY

By. _____

Its: _____

HAYDEN CITY

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GLOBE CITY

By: Al Gancros

Its: Mayor

HAYDEN CITY

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S Gonzales

By: S. Gonzales

Its: Mayor

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By: Ch P Morrissey

Its: Mayor

STAR VALLEY TOWN

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MIAMI TOWN

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PAYSON TOWN

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By: _____

Its: _____

STAR VALLEY TOWN

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By: Timothy W. Grier

Its: Town manager/attorney

WINKELMAN TOWN

_____

By: _____

Its: _____

IMPLEMENTATION UNDERSTANDING CONCERNING THE ONE ARIZONA DISTRIBUTION OF OPIOID SETTLEMENT FUNDS AGREEMENT

PARTIES: This Implementation Understanding Concerning the of One Arizona Distribution of Opioid Settlement Funds Agreement (the "*Understanding*") is between Gila County (the "County") and the City/Town of Winkelman (the "City/Town") (collectively, the "Parties).

RECITALS: The Attorney General of Arizona and the fifteen Arizona County Attorneys have executed the *One Arizona Distribution of Opioid Settlement Funds Agreement* (the "*Distribution Agreement*"), which is a mechanism for allocating funds received from any Settlement[1] among the State and the Participating Local Governments; and

The *Distribution Agreement* (at ¶ C.3) provides that Participating Counties and their constituent Participating Cities and Towns may distribute the funds allocated to the County amongst themselves in any manner they choose, and that if the Participating Counties and their constituent Participating Cities and Towns cannot reach such an agreement, Ex. C to the *Distribution Agreement* sets out a default allocation that will apply; and

The *Distribution Agreement* also provides that any Participating Local Government which does receive Settlement funds must use those funds only for certain Approved Purposes and maintain certain records concerning the expenditure of the funds; and

The County accepts these requirements of the *Distribution Agreement* concerning its use of Settlement funds and the keeping of records, but the City/Town does not wish to be burdened by these requirements; however

The City/Town nevertheless wishes to execute the *Distribution Agreement* and be a Participating Local Government under the *Distribution Agreement* to maximize the recovery of Settlement funds to the County and Arizona;

NOW THEREFORE: The County and the City/Town agree, as Participating Local Governments, to this *Understanding* to implement the *Distribution Agreement* pursuant to its provisions as follows:

1. **City/Town Assignment of Funds:** All funds that otherwise would have been received by the City/Town under the default allocation set out in Ex. C to the *Distribution Agreement* are hereby assigned to the County.
2. **City/Town Assignment of Related Powers:** The City/Town also assigns to the County the authority to take all necessary acts and execute all necessary documents to effectuate the goals of this *Understanding*, including appropriate action with respect to registration with NationalOpioidSettlement.com and the execution of participation agreements, bankruptcy proofs of claim, or similar documents.
3. **County Responsibility:** The County will be responsible for using Settlement funds received pursuant to ¶ 1 only for Approved Purposes and for maintaining the appropriate records as required by the Distribution Agreement.

ACCEPTED by the undersigned and executed this 3rd day of November/December, 2021.

COUNTY	CITY/TOWN
County Attorney	Mayor or Other Authorized Official

[1] Non-italicized capitalized terms used in this *Understanding* have the meanings ascribed to them in the *Distribution Agreement*.

GRAHAM COUNTY

Danny Smith

By: Danny W. Smith

Its: Board of Supervisors Chairman

PIMA TOWN

By: _____

Its: _____

SAFFORD CITY

By: _____

Its: _____

THATCHER TOWN

By: _____

Its: _____

GRAHAM COUNTY

_____

By: _____

Its: _____

PIMA TOWN

_____

By: VERNON BATTY

Its: TOWN MANAGER

SAFFORD CITY

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By: _____

Its: _____

THATCHER TOWN

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By: _____

Its: _____

GRAHAM COUNTY

GRAHAM COUNTY

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By: _____

Its: _____

PIMA TOWN

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By: _____

Its: _____

SAFFORD CITY

_____

By: Richard Ortega

Its: Vice-Mayor

THATCHER TOWN

_____

By: _____

Its: _____

GRAHAM COUNTY

GRAHAM COUNTY

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By: _____

Its: _____

PIMA TOWN

_____

By: _____

Its: _____

SAFFORD CITY

_____

By: _____

Its: _____

THATCHER TOWN

_____

By: Heath H. Brown

Its: Town Manager

GREENLEE COUNTY

GREENLEE COUNTY

By: Richard Lunt

Its: Chair of the Board.

CLIFTON TOWN

By: _____

Its: _____

DUNCAN TOWN

By: _____

Its: _____

GREENLEE COUNTY

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By: _____

Its: _____

CLIFTON TOWN

Luis M. Montoya

By: Luis M. Montoya

Its: MAYOR

DUNCAN TOWN

_____

By: _____

Its: _____

GREENLEE COUNTY

GREENLEE COUNTY

_____

By: _____

Its: _____

CLIFTON TOWN

_____

By: _____

Its: _____

DUNCAN TOWN

Anne Thurman

By: Anne Thurman

Its: Mayor

LA PAZ COUNTY

By: DUCE MINOR

Its: CHAIRMAN

PARKER TOWN

By: _____

Its: _____

QUARTZITE TOWN

By: _____

Its: _____

LA PAZ COUNTY

LA PAZ COUNTY

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By: _____

Its: _____

PARKER TOWN

_____

By: Lori Wedemeyer

Its: Town Manager

QUARTZITE TOWN

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By: _____

Its: _____

LA PAZ COUNTY

LA PAZ COUNTY

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By: _____

Its: _____

PARKER TOWN

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Its: _____

QUARTZITE TOWN

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By: Tim Ferguson

Its: Town Manager

MARICOPA COUNTY

MARICOPA COUNTY

By: THOMAS P. LIDDY

Its: Chief, Civil Serv. Div. MCAO

APACHE JUNCTION CITY

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AVONDALE CITY

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FOUNTAIN HILLS TOWN

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GILA BEND TOWN

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MARICOPA COUNTY

MARICOPA COUNTY

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APACHE JUNCTION CITY

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By: Matthew E Busby

Its: Assistant City Manager

9/25/2021

AVONDALE CITY

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BUCKEYE TOWN

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MARICOPA COUNTY

MARICOPA COUNTY

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Its: _____

APACHE JUNCTION CITY

By: _____

Its: _____

AVONDALE CITY

Nicholle Harris
Nicholle Harris (Nov 3, 2021 08:26 PDT)

By: Nicholle Harris

Its: City Attorney

BUCKEYE TOWN

By: _____

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CAREFREE TOWN

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CAVE CREEK TOWN

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CHANDLER CITY

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MARICOPA COUNTY

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APACHE JUNCTION CITY

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AVONDALE CITY

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BUCKEYE CITY

By: Eric W. Orsborn

Its: Mayor

CAREFREE TOWN

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CAVE CREEK TOWN

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By: Les Peterson

Its: MAYOR

CAVE CREEK TOWN

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CAREFREE TOWN

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CAVE CREEK TOWN

By: Eric Burk

Its: Mayor

CHANDLER CITY

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CHANDLER CITY

By: Kelly Y. Schwab

Its: City Attorney

EL MIRAGE CITY

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FOUNTAIN HILLS TOWN

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MARICOPA COUNTY

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EL MIRAGE CITY

By: Justin Pierce

Its: City Attorney

FOUNTAIN HILLS TOWN

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GILA BEND TOWN

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CHANDLER CITY

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EL MIRAGE CITY

By: _____

Its: _____

FOUNTAIN HILLS TOWN

By: Ginny Dickey

Its: Mayor

GILA BEND TOWN

By: _____

Its: _____

MARICOPA COUNTY CITIES & TOWNS

APACHE JUNCTION CITY

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AVONDALE CITY

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GILBERT TOWN

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GUADALUPE TOWN

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LITCHFIELD PARK CITY

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MARICOPA COUNTY

GILBERT TOWN

By: Brigette Peterson

Its: Mayor

GLENDALE CITY

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GOODYEAR CITY

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GUADALUPE TOWN

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LITCHFIELD PARK CITY

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MARICOPA COUNTY

GILBERT TOWN

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GLENDALE CITY

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By: JERRY WEIERS

Its: MAYOR

GOODYEAR CITY

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GILBERT TOWN

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GLENDALE CITY

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By: Rorie Massey

Its: City Attorney

GUADALUPE TOWN

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GLENDALE CITY

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GOODYEAR CITY

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GUADALUPE TOWN

By: Valerie Molina

Its: Mayor

LITCHFIELD PARK CITY

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MESA CITY

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GUADALUPE TOWN

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LITCHFIELD PARK CITY

By: Thomas L. Schoaf

Its: Mayor

MESA CITY

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PARADISE VALLEY TOWN

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MESA CITY

By: JAMES N. SMITH

Its: CITY ATTORNEY

PARADISE VALLEY TOWN

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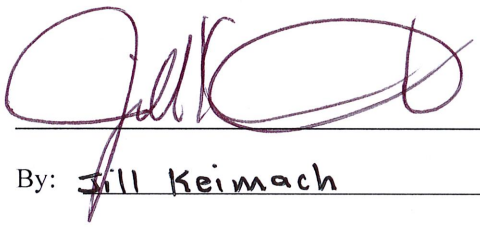
Its: _____

PARADISE VALLEY TOWN



_____

By: Jill Keimach

Its: Town manager

PEORIA CITY

_____

By: _____

Its: _____

PHOENIX CITY

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By: _____

Its: _____

QUEEN CREEK TOWN

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By: _____

Its: _____

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ONE ARIZONA DISTRIBUTION OF OPIOID SETTLEMENT FUNDS AGREEMENT

MARICOPA COUNTY

Town of Paradise Valley

DocuSigned by:
Jill Keimach
CE1DC3A7429445A...

Jill Keimach, Town Manager

Attest:

DocuSigned by:
Duncan Miller
FD56FF67A95043D...

Duncan Miller, Town Clerk

Approved as to Form:

DocuSigned by:
Andrew McGuire
D29F046BCAE1440...

Andrew McGuire, Town Attorney

MARICOPA COUNTY

GILBERT TOWN

_____

By: _____

Its: _____

GLENDALE CITY

_____

By: _____

Its: _____

GOODYEAR CITY

_____

By: _____

Its: _____

GUADALUPE TOWN

_____

By: _____

Its: _____

LITCHFIELD PARK CITY

_____

By: _____

Its: _____

MESA CITY

_____

By: _____

Its: _____

PARADISE VALLEY TOWN

_____

By: _____

Its: _____

PEORIA CITY

Vanessa P. Hickman

By: Vanessa P. Hickman

Its: City Attorney

PHOENIX CITY

_____

By: _____

Its: _____

QUEEN CREEK TOWN

_____

By: _____

Its: _____

MARICOPA COUNTY

GILBERT TOWN

By: _____

Its: _____

GLENDALE CITY

By: _____

Its: _____

GOODYEAR CITY

By: _____

Its: _____

GUADALUPE TOWN

By: _____

Its: _____

LITCHFIELD PARK CITY

By: _____

Its: _____

MESA CITY

By: _____

Its: _____

PARADISE VALLEY TOWN

By: _____

Its: _____

PEORIA CITY

By: _____

Its: _____

PHOENIX CITY

By: CRIS MEYER

Its: CITY ATTORNEY

QUEEN CREEK TOWN

By: _____

Its: _____

MARICOPA COUNTY

GILBERT TOWN

By: _____

Its: _____

GLENDALE CITY

By: _____

Its: _____

GOODYEAR CITY

By: _____

Its: _____

GUADALUPE TOWN

By: _____

Its: _____

LITCHFIELD PARK CITY

By: _____

Its: _____

MESA CITY

By: _____

Its: _____

PARADISE VALLEY TOWN

By: _____

Its: _____

PEORIA CITY

By: _____

Its: _____

PHOENIX CITY

By: _____

Its: _____

QUEEN CREEK TOWN

By: Scott A. Holcomb

Its: Town Attorney

SCOTTSDALE CITY

By: David D. Ortega

Its: Mayor ATTEST

SURPRISE CITY

By: _____

Its: _____

TEMPE CITY

Ben Lane

CITY CLERK

By: _____

Its: _____

TOLLESON CITY

By: _____

Its: _____

WICKENBURG TOWN

By: _____

Its: _____

YOUNGTOWN TOWN

By: _____

Its: _____

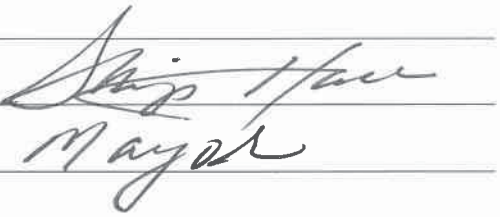
MARICOPA COUNTY

SCOTTSDALE CITY

By: _____

Its: _____

SURPRISE CITY

By: 

Its: Mayor

TEMPE CITY

By: _____

Its: _____

TOLLESON CITY

By: _____

Its: _____

WICKENBURG TOWN

By: _____

Its: _____

YOUNGTOWN TOWN

By: _____

Its: _____

MARICOPA COUNTY

SCOTTSDALE CITY

By: _____

Its: _____

SURPRISE CITY

By: _____

Its: _____

TEMPE CITY

By: _____

Its: _____

TOLLESON CITY

Reyes Medrano Jr.

By: Reyes Medrano, Jr.

Its: City Manager

WICKENBURG TOWN

By: _____

Its: _____

YOUNGTOWN TOWN

By: _____

Its: _____

MARICOPA COUNTY

SCOTTSDALE CITY

By: _____

Its: _____

SURPRISE CITY

By: _____

Its: _____

TEMPE CITY

By: _____

Its: _____

TOLLESON CITY

By: _____

Its: _____

WICKENBURG TOWN

By: RW PEREIRA

Its: MAYOR

YOUNGTOWN TOWN

By: _____

Its: _____

MARICOPA COUNTY

SCOTTSDALE CITY

By: _____

Its: _____

SURPRISE CITY

By: _____

Its: _____

TEMPE CITY

By: _____

Its: _____

TOLLESON CITY

By: _____

Its: _____

WICKENBURG TOWN

By: _____

Its: _____

YOUNGTOWN TOWN

By: _____

Its: Mayor

MOHAVE COUNTY

MOHAVE COUNTY

By: Buster Johnson

Its: Chairman, Board of Supervisors

BOARD OF SUPERVISORS MOHAVE CO. DITAT DEUS ARIZONA

BULLHEAD CITY

By: _____

Its: _____

COLORADO CITY TOWN

By: _____

Its: _____

KINGMAN CITY

By: _____

Its: _____

LAKE HAVASU CITY

By: _____

Its: _____

MOHAVE COUNTY

MOHAVE COUNTY

_____

By: _____

Its: _____

BULLHEAD CITY

Travis Pruitt, Acting ~~City Manager~~

_____

FOR ~~By:~~ Toby Cotter

Its: City Manager

COLORADO CITY TOWN

_____

By: _____

Its: _____

KINGMAN CITY

_____

By: _____

Its: _____

LAKE HAVASU CITY

_____

By: _____

Its: _____

MOHAVE COUNTY

MOHAVE COUNTY

_____

By: _____

Its: _____

BULLHEAD CITY

_____

By: _____

Its: _____

COLORADO CITY TOWN

Joseph Allred

By: Joseph Allred

Its: Mayor

KINGMAN CITY

_____

By: _____

Its: _____

LAKE HAVASU CITY

_____

By: _____

Its: _____

MOHAVE COUNTY

_____

By: _____

Its: _____

BULLHEAD CITY

_____

By: _____

Its: _____

COLORADO CITY TOWN

_____

By: _____

Its: _____

KINGMAN CITY

Jen Miles

By: Jen Miles

Its: Mayor

LAKE HAVASU CITY

_____

By: _____

Its: _____

MOHAVE COUNTY

MOHAVE COUNTY

_____

By: _____

Its: _____

BULLHEAD CITY

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By: _____

Its: _____

COLORADO CITY TOWN

_____

By: _____

Its: _____

KINGMAN CITY

_____

By: _____

Its: _____

LAKE HAVASU CITY

_____

By: Cal Sheehy

Its: Lake Havasu City, Mayor

NAVAJO COUNTY

NAVAJO COUNTY

By: Daryl Seymore

Its: Chairman

HOLBROOK CITY

By: _____

Its: _____

PINETOP-LAKESIDE TOWN

By: _____

Its: _____

SHOW LOW CITY

By: _____

Its: _____

SNOWFLAKE TOWN

By: _____

Its: _____

TAYLOR TOWN

By: _____

Its: _____

WINSLOW CITY

By: _____

Its: _____

NAVAJO COUNTY

NAVAJO COUNTY

_____

By: _____

Its: _____

HOLBROOK CITY

_____

By: J Mecil Young

Its: MAYOR

PINETOP-LAKESIDE TOWN

_____

By: _____

Its: _____

SHOW LOW CITY

_____

By: _____

Its: _____

SNOWFLAKE TOWN

_____

By: _____

Its: _____

TAYLOR TOWN

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By: _____

Its: _____

WINSLOW CITY

_____

By: _____

Its: _____

NAVAJO COUNTY

NAVAJO COUNTY

_____

By: _____

Its: _____

HOLBROOK CITY

_____

By: _____

Its: _____

PINETOP-LAKESIDE TOWN

Stephanie Irwin

By: _____

Its: _____

SHOW LOW CITY

_____

By: _____

Its: _____

SNOWFLAKE TOWN

_____

By: _____

Its: _____

TAYLOR TOWN

_____

By: _____

Its: _____

WINSLOW CITY

_____

By: _____

Its: _____

TOWN OF PINETOP-LAKESIDE

RESOLUTION NO. 21-1594

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE ONE ARIZONA DISTRIBUTION OF OPIOID SETTLEMENT FUNDS AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE TOWN OF PINETOP-LAKESIDE PROPOSED BY ARIZONA ATTORNEY GENERAL MARK BRNOVICH

WHEREAS, the Arizona Attorney General transmitted a request to cities and towns requesting cities and towns to approve the *One Arizona Distribution of Opioid Settlement Funds Agreement* ("**Agreement**") between the state of Arizona and the Town of Pinetop-Lakeside resulting from negotiations with defendants (the "**Opioid Defendants**") involved with manufacturing, marketing, promoting, distributing, and dispensing opioids and the expansion of the opioid crisis;

WHEREAS, the Arizona Attorney General has imposed a November 10, 2021, deadline for approval of the Agreement; and

WHEREAS, although the Agreement limits the power of a town to disapprove the allocations of settlement proceeds among the state, cities, towns, and counties, the Agreement allows the Town to review and approve or disapprove any final settlement plan regarding amounts paid to the State of Arizona by the Opioid Defendants, but disapproval results in lower settlement proceeds disbursed to local jurisdictions.

NOW THEREFORE BE IT RESOLVED, that the Town Council of the Town of Pinetop-Lakeside, Arizona hereby approves the *One Arizona Opioid Settlement Funds Agreement* between and among the Town of Pinetop-Lakeside, other Arizona cities and towns, Arizona counties and the State of Arizona and authorizes the Mayor to execute the Agreement.

PASSED AND ADOPTED by the Town Council of the Town of Pinetop-Lakeside, Arizona this 21st day of October 2021.

TOWN OF PINETOP-LAKESIDE

Stephanie Irwin
Mayor

ATTEST:

Jill Akins, MMC
Town Clerk

SEAL OF THE TOWN OF PINETOP-LAKESIDE
PINETOP/LAKESIDE
Celebrate the Seasons
1984
ARIZONA

APPROVED AS TO FORM:

William J. Sims, III
Town Attorney

NAVAJO COUNTY

NAVAJO COUNTY

By: _____

Its: _____

HOLBROOK CITY

_____

By: _____

Its: _____

PINETOP-LAKESIDE TOWN

_____

By: _____

Its: _____

SHOW LOW CITY

By: John Leech, Jr.

Its: Mayor

SNOWFLAKE TOWN

_____

By: _____

Its: _____

TAYLOR TOWN

_____

By: _____

Its: _____

WINSLOW CITY

_____

By: _____

Its: _____

NAVAJO COUNTY

NAVAJO COUNTY

_____

By: _____

Its: _____

HOLBROOK CITY

_____

By: _____

Its: _____

PINETOP-LAKESIDE TOWN

_____

By: _____

Its: _____

SHOW LOW CITY

_____

By: _____

Its: _____

SNOWFLAKE TOWN

_____

By: BRIAN RICHARDS

Its: TOWN MANAGER

TAYLOR TOWN

_____

By: _____

Its: _____

WINSLOW CITY

_____

By: _____

Its: _____

NAVAJO COUNTY

NAVAJO COUNTY

_____

By: _____

Its: _____

HOLBROOK CITY

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By: _____

Its: _____

PINETOP-LAKESIDE TOWN

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By: _____

Its: _____

SHOW LOW CITY

_____

By: _____

Its: _____

SNOWFLAKE TOWN

_____

By: _____

Its: _____

TAYLOR TOWN

_____

By: Jason C Brubaker

Its: Vice Mayor

JASON C BRUBAKER 11/10/21

WINSLOW CITY

_____

By: _____

Its: _____

NAVAJO COUNTY

NAVAJO COUNTY

By: _____

Its: _____

HOLBROOK CITY

By: _____

Its: _____

PINETOP-LAKESIDE TOWN

By: _____

Its: _____

SHOW LOW CITY

By: _____

Its: _____

SNOWFLAKE TOWN

By: _____

Its: _____

TAYLOR TOWN

By: _____

Its: _____

WINSLOW CITY

Roberta W. Cano

By: Roberta W. Cano

Its: Mayor

PIMA COUNTY

Sharon Bronson

By: Supervisor Sharon Bronson, Chair

Its: SB

MARANA TOWN

By: _____

Its: _____

ORO VALLEY TOWN

By: _____

Its: _____

SAHUARITA TOWN

By: _____

Its: _____

SOUTH TUCSON CITY

By: _____

Its: _____

TUCSON CITY

By: _____

Its: _____

PIMA COUNTY

PIMA COUNTY

_____

By: _____

Its: _____

MARANA TOWN

_____

By: _____

Its: TOWN MANAGER

ORO VALLEY TOWN

_____

By: _____

Its: _____

SAHUARITA TOWN

_____

By: _____

Its: _____

SOUTH TUCSON CITY

_____

By: _____

Its: _____

TUCSON CITY

_____

By: _____

Its: _____

PIMA COUNTY

PIMA COUNTY

By: _____

Its: _____

MARANA TOWN

By: _____

Its: _____

ORO VALLEY TOWN

Mary Jacobs

By: Mary Jacobs

Its: Town Manager

September 22, 2021 8:35am

SAHUARITA TOWN

By: _____

Its: _____

SOUTH TUCSON CITY

By: _____

Its: _____

TUCSON CITY

By: _____

Its: _____

PIMA COUNTY

PIMA COUNTY

_____

By: _____

Its: _____

MARANA TOWN

_____

By: _____

Its: _____

ORO VALLEY TOWN

_____

By: _____

Its: _____

SAHUARITA TOWN

_____

By: Tom Murphy

Its: Mayor

SOUTH TUCSON CITY

_____

By: _____

Its: _____

TUCSON CITY

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By: _____

Its: _____

PIMA COUNTY

PIMA COUNTY

By: _____

Its: _____

MARANA TOWN

By: _____

Its: _____

ORO VALLEY TOWN

By: _____

Its: _____

SAHUARITA TOWN

By: _____

Its: _____

SOUTH TUCSON CITY

Hector M Figueroa

By: Hector M Figueroa

Its: City Attorney

TUCSON CITY

By: _____

Its: _____

PIMA COUNTY

PIMA COUNTY

_____

By: _____

Its: _____

MARANA TOWN

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By: _____

Its: _____

ORO VALLEY TOWN

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By: _____

Its: _____

SAHUARITA TOWN

_____

By: _____

Its: _____

SOUTH TUCSON CITY

_____

By: _____

Its: _____

TUCSON CITY

By: Michael Rankin

Its: City Attorney

PINAL COUNTY

PINAL COUNTY

By: KENT VOLKMER

Its: COUNTY ATTORNEY

CASA GRANDE CITY

By: _____

Its: _____

COOLIDGE CITY

By: _____

Its: _____

ELOY CITY

By: _____

Its: _____

FLORENCE TOWN

By: _____

Its: _____

KEARNY TOWN

By: _____

Its: _____

MAMMOTH TOWN

By: _____

Its: _____

MARICOPA CITY

By: _____

Its: _____

SUPERIOR TOWN

By: _____

Its: _____

PINAL COUNTY

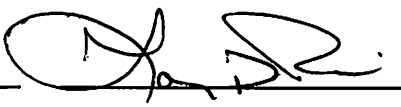
PINAL COUNTY

_____

By: _____

Its: _____

CASA GRANDE CITY



By: Larry Rains

Its: City Manager

COOLIDGE CITY

_____

By: _____

Its: _____

ELOY CITY

_____

By: _____

Its: _____

FLORENCE TOWN

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By: _____

Its: _____

KEARNY TOWN

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By: _____

Its: _____

MAMMOTH TOWN

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Its: _____

MARICOPA CITY

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By: _____

Its: _____

SUPERIOR TOWN

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By: _____

Its: _____

PINAL COUNTY

PINAL COUNTY

_____

By: _____

Its: _____

CASA GRANDE CITY

_____

By: _____

Its: _____

COOLIDGE CITY

_____

By: _____

Its: Mayor

ELOY CITY

_____

By: _____

Its: _____

FLORENCE TOWN

_____

By: _____

Its: _____

KEARNY TOWN

_____

By: _____

Its: _____

MAMMOTH TOWN

_____

By: _____

Its: _____

MARICOPA CITY

_____

By: _____

Its: _____

SUPERIOR TOWN

_____

By: _____

Its: _____

PINAL COUNTY CITIES & TOWNS

CASA GRANDE CITY

_____
By: _____
Its: _____

KEARNY TOWN

_____
By: _____
Its: _____

COOLIDGE CITY

_____
By: _____
Its: _____

MAMMOTH TOWN

_____
By: _____
Its: _____

ELOY CITY

_____
By: Micah Powell
Its: Mayor

MARICOPA CITY

_____
By: _____
Its: _____

FLORENCE TOWN

_____
By: _____
Its: _____

SUPERIOR TOWN

_____
By: _____
Its: _____

PINAL COUNTY

PINAL COUNTY

_____

By: _____

Its: _____

CASA GRANDE CITY

_____

By: _____

Its: _____

COOLIDGE CITY

_____

By: _____

Its: _____

ELOY CITY

_____

By: _____

Its: _____

FLORENCE TOWN

Tara Walter

By: Tara Walter

Its: Mayor

KEARNY TOWN

_____

By: _____

Its: _____

MAMMOTH TOWN

_____

By: _____

Its: _____

MARICOPA CITY

_____

By: _____

Its: _____

SUPERIOR TOWN

_____

By: _____

Its: _____

PINAL COUNTY

PINAL COUNTY

_____

By: _____

Its: _____

CASA GRANDE CITY

_____

By: _____

Its: _____

COOLIDGE CITY

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By: _____

Its: _____

ELOY CITY

_____

By: _____

Its: _____

FLORENCE TOWN

_____

By: _____

Its: _____

KEARNY TOWN

David L. Radcliffe

By: David L. Radcliffe

Its: _____

MAMMOTH TOWN

_____

By: _____

Its: _____

MARICOPA CITY

_____

By: _____

Its: _____

SUPERIOR TOWN

_____

By: _____

Its: _____

PINAL COUNTY

PINAL COUNTY

By: _____

Its: _____

CASA GRANDE CITY

By: _____

Its: _____

COOLIDGE CITY

By: _____

Its: _____

ELOY CITY

By: _____

Its: _____

FLORENCE TOWN

By: _____

Its: _____

KEARNY TOWN

By: _____

Its: _____

MAMMOTH TOWN

x Patsy Armenta

By: Patsy Armenta

Its: Mayor Town of Mammoth

MARICOPA CITY

By: _____

Its: _____

SUPERIOR TOWN

By: _____

Its: _____

PINAL COUNTY

PINAL COUNTY

_____

By: _____

Its: _____

CASA GRANDE CITY

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By: _____

Its: _____

COOLIDGE CITY

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By: _____

Its: _____

ELOY CITY

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Its: _____

FLORENCE TOWN

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By: _____

Its: _____

KEARNY TOWN

_____

By: _____

Its: _____

MAMMOTH TOWN

_____

By: _____

Its: _____

MARICOPA CITY

_____

By: Jennifer Brown

Its: Assistant City Manager

SUPERIOR TOWN

_____

By: _____

Its: _____

PINAL COUNTY

PINAL COUNTY

By: _____

Its: _____

CASA GRANDE CITY

By: _____

Its: _____

COOLIDGE CITY

By: _____

Its: _____

ELOY CITY

By: _____

Its: _____

FLORENCE TOWN

By: _____

Its: _____

KEARNY TOWN

By: _____

Its: _____

MAMMOTH TOWN

By: _____

Its: _____

MARICOPA CITY

By: _____

Its: _____

SUPERIOR TOWN

_____

By: Todd Pryor

Its: Town Manager

SANTA CRUZ COUNTY

By: Manuel Ruiz

Its: Chairman, Board of Supervisors

NOGALES CITY

By: John E. Kissinger

Its: Acting City Manager

PATAGONIA TOWN

By: Andrea Wood

Its: Mayor

YAVAPAI COUNTY

YAVAPAI COUNTY

By: Craig L. Brown

Its: Chairman

CAMP VERDE TOWN

By: _____

Its: _____

CHINO VALLEY TOWN

By: _____

Its: _____

CLARKDALE TOWN

By: _____

Its: _____

COTTONWOOD CITY

By: _____

Its: _____

DEWEY-HUMBOLDT TOWN

By: _____

Its: _____

JEROME TOWN

By: _____

Its: _____

PRESCOTT CITY

By: _____

Its: _____

PRESCOTT VALLEY TOWN

By: _____

Its: _____

YAVAPAI COUNTY

YAVAPAI COUNTY

_____

By: _____

Its: _____

CAMP VERDE TOWN

X DM Jenkins

By: DEE JENKINS

Its: MAYOR

CHINO VALLEY TOWN

_____

By: _____

Its: _____

CLARKDALE TOWN

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By: _____

Its: _____

COTTONWOOD CITY

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By: _____

Its: _____

DEWEY-HUMBOLDT TOWN

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By: _____

Its: _____

JEROME TOWN

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By: _____

Its: _____

PRESCOTT CITY

_____

By: _____

Its: _____

PRESCOTT VALLEY TOWN

_____

By: _____

Its: _____

YAVAPAI COUNTY

~~YAVAPAI COUNTY~~ Chino Valley Town

Jack Lee Miller

By: _____

Its: Mayor

CAMP VERDE TOWN

By: _____

Its: _____

CHINO VALLEY TOWN

By: _____

Its: _____

CLARKDALE TOWN

By: _____

Its: _____

COTTONWOOD CITY

By: _____

Its: _____

DEWEY-HUMBOLDT TOWN

By: _____

Its: _____

JEROME TOWN

By: _____

Its: _____

PRESCOTT CITY

By: _____

Its: _____

PRESCOTT VALLEY TOWN

By: _____

Its: _____

YAVAPAI COUNTY

YAVAPAI COUNTY

_____

By: _____

Its: _____

CAMP VERDE TOWN

_____

By: _____

Its: _____

CHINO VALLEY TOWN

_____

By: _____

Its: _____

CLARKDALE TOWN

Robyn Prud'homme-Bauer

By: Robyn Prud'homme-Bauer

Its: Mayor

COTTONWOOD CITY

_____

By: _____

Its: _____

DEWEY-HUMBOLDT TOWN

_____

By: _____

Its: _____

JEROME TOWN

_____

By: _____

Its: _____

PRESCOTT CITY

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By: _____

Its: _____

PRESCOTT VALLEY TOWN

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By: _____

Its: _____

YAVAPAI COUNTY

YAVAPAI COUNTY

By: _____

Its: _____

CAMP VERDE TOWN

By: _____

Its: _____

CHINO VALLEY TOWN

By: _____

Its: _____

CLARKDALE TOWN

By: _____

Its: _____

COTTONWOOD CITY

By: Tim Elinski

Its: Mayor

DEWEY-HUMBOLDT TOWN

By: _____

Its: _____

JEROME TOWN

By: _____

Its: _____

PRESCOTT CITY

By: _____

Its: _____

PRESCOTT VALLEY TOWN

By: _____

Its: _____

YAVAPAI COUNTY

YAVAPAI COUNTY

_____

By: _____

Its: _____

CAMP VERDE TOWN

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By: _____

Its: _____

CHINO VALLEY TOWN

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By: _____

Its: _____

CLARKDALE TOWN

_____

By: _____

Its: _____

COTTONWOOD CITY

_____

By: _____

Its: _____

DEWEY-HUMBOLDT TOWN

John H

By: John Hughes

Its: 11/2/2021 Mayor

JEROME TOWN

_____

By: _____

Its: _____

PRESCOTT CITY

_____

By: _____

Its: _____

PRESCOTT VALLEY TOWN

_____

By: _____

Its: _____

YAVAPAI COUNTY

YAVAPAI COUNTY

_____

By: _____

Its: _____

CAMP VERDE TOWN

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By: _____

Its: _____

CHINO VALLEY TOWN

_____

By: _____

Its: _____

CLARKDALE TOWN

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By: _____

Its: _____

COTTONWOOD CITY

_____

By: _____

Its: _____

DEWEY-HUMBOLDT TOWN

_____

By: _____

Its: _____

JEROME TOWN

_____

By: Dr. Jack Dillenberg

Its: Mayor

PRESCOTT CITY

_____

By: _____

Its: _____

PRESCOTT VALLEY TOWN

_____

By: _____

Its: _____

YAVAPAI COUNTY

YAVAPAI COUNTY

_____

By: _____

Its: _____

CAMP VERDE TOWN

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By: _____

Its: _____

CHINO VALLEY TOWN

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By: _____

Its: _____

CLARKDALE TOWN

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By: _____

Its: _____

COTTONWOOD CITY

_____

By: _____

Its: _____

DEWEY-HUMBOLDT TOWN

_____

By: _____

Its: _____

JEROME TOWN

_____

By: _____

Its: _____

PRESCOTT CITY

_____

By: GREG L. MENGARELLI

Its: MAYOR

PRESCOTT VALLEY TOWN

_____

By: _____

Its: _____

YAVAPAI COUNTY

_____

By: _____

Its: _____

CAMP VERDE TOWN

_____

By: _____

Its: _____

CHINO VALLEY TOWN

_____

By: _____

Its: _____

CLARKDALE TOWN

_____

By: _____

Its: _____

COTTONWOOD CITY

_____

By: _____

Its: _____

DEWEY-HUMBOLDT TOWN

_____

By: _____

Its: _____

JEROME TOWN

_____

By: _____

Its: _____

PRESCOTT CITY

_____

By: _____

Its: _____

PRESCOTT VALLEY TOWN

_____

By: Kell Palguta

Its: Mayor

Approved As To Form:
Ivan Cogler
Town Attorney
ATTEST: _____, Town Clerk

YUMA COUNTY

YUMA COUNTY

By: Marco A. (Tony) Reyes

Its: Chairman of the Board

SAN LUIS CITY

By: _____

Its: _____

SOMERTON CITY

By: _____

Its: _____

WELLTON TOWN

By: _____

Its: _____

YUMA CITY

By: _____

Its: _____

YUMA COUNTY

YUMA COUNTY

_____

By: _____

Its: _____

SAN LUIS CITY

_____

By: Gerardo Sanchez

Its: Mayor

SOMERTON CITY

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By: _____

Its: _____

WELLTON TOWN

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By: _____

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YUMA CITY

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YUMA COUNTY

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Its: _____

SAN LUIS CITY

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By: _____

Its: _____

SOMERTON CITY

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By: Mayor Gerardo Anaya

Its: Mayor

WELLTON TOWN

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YUMA CITY

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By: _____

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YUMA COUNTY

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Its: _____

SAN LUIS CITY

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By: _____

Its: _____

SOMERTON CITY

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By: _____

Its: _____

WELLTON TOWN

Cecilia McCollough

By: Cecilia McCollough

Its: Mayor

YUMA CITY

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By: _____

Its: _____

YUMA COUNTY

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By: _____

Its: _____

SAN LUIS CITY

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By: _____

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SOMERTON CITY

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Its: _____

WELLTON TOWN

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By: _____

Its: _____

YUMA CITY

Philip A. Rodriguez

By: PHILIP A. RODRIGUEZ

Its: City Administrator

Exhibit A

O P I O I D A B A T E M E N T S T R A T E G I E S

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:

    a. Medication-Assisted Treatment (MAT);

    b. Abstinence-based treatment;

    c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;

    d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or

    e. Evidence-informed residential services programs, as noted below.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.

6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.

8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.

2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.

4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.

9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.

10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.

7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.

8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.

10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.

11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

12. Develop and support best practices on addressing OUD in the workplace.

13. Support assistance programs for health care providers with OUD.

14. Engage non-profits and the faith community as a system to support outreach for treatment.

15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:

    a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

    b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

    c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

    e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;

    f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or

    g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.

6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

    a. Increase the number of prescribers using PDMPs;

    b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or

    c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.

6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:

    a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.

2. Public education relating to drug disposal.

3. Drug take-back disposal or destruction programs.

4. Fund community anti-drug coalitions that engage in drug prevention efforts.

5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

6. Engage non-profits and faith-based communities as systems to support prevention.

7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.

2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.

2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

Exhibit B

Exhibit B	
Allocation to Arizona Counties/Regions	
County/Region	**Percentage of LG Share**
APACHE	0.690%
COCHISE	1.855%
COCONINO	1.688%
GILA	1.142%
GRAHAM	0.719%
GREENLEE	0.090%
LA PAZ	0.301%
MARICOPA	57.930%
MOHAVE	4.898%
NAVAJO	1.535%
PIMA	18.647%
PINAL	3.836%
SANTA CRUZ	0.370%
YAVAPAI	4.291%
YUMA	2.008%

Exhibit C

Exhibit C					
Government Name	**County Name**	**State Name**	**Government Type**	**Census ID**	**Intra-county Allocation (%) Based on Past Spending**
APACHE COUNTY					
APACHE COUNTY	Apache County	ARIZONA	County	3100100100000	56.63%
EAGAR TOWN	Apache County	ARIZONA	City	3200100100000	20.66%
SPRINGERVILLE TOWN	Apache County	ARIZONA	City	3200100300000	10.73%
ST JOHNS CITY	Apache County	ARIZONA	City	3200100200000	11.98%
COCHISE COUNTY					
COCHISE COUNTY	Cochise County	ARIZONA	County	3100200200000	63.47%
BENSON CITY	Cochise County	ARIZONA	City	3200200100000	3.52%
BISBEE CITY	Cochise County	ARIZONA	City	3200200200000	3.47%
DOUGLAS CITY	Cochise County	ARIZONA	City	3200200300000	8.44%
HUACHUCA CITY TOWN	Cochise County	ARIZONA	City	3200250100000	0.91%
SIERRA VISTA CITY	Cochise County	ARIZONA	City	3200200400000	16.63%
TOMBSTONE CITY	Cochise County	ARIZONA	City	3200200500000	1.16%
WILLCOX CITY	Cochise County	ARIZONA	City	3200200600000	2.39%
COCONINO COUNTY					
COCONINO COUNTY	Coconino County	ARIZONA	County	3100300300000	71.16%
FLAGSTAFF CITY	Coconino County	ARIZONA	City	3200300100000	18.45%
FREDONIA TOWN	Coconino County	ARIZONA	City	3200300300000	0.31%
PAGE CITY	Coconino County	ARIZONA	City	3200390100000	3.41%
SEDONA CITY	Coconino County	ARIZONA	City	3201340200000	4.09%
TUSAYAN TOWN	Coconino County	ARIZONA	City	3200310100000	0.67%
WILLIAMS CITY	Coconino County	ARIZONA	City	3200300200000	1.92%
GILA COUNTY					
GILA COUNTY	Gila County	ARIZONA	County	3100400400000	68.13%
GLOBE CITY	Gila County	ARIZONA	City	3200400100000	10.23%

HAYDEN TOWN	Gila County	ARIZONA	City	3200450100000	2.31%
MIAMI TOWN	Gila County	ARIZONA	City	3200400200000	2.71%
PAYSON TOWN	Gila County	ARIZONA	City	3200490100000	16.17%
STAR VALLEY TOWN	Gila County	ARIZONA	City	3200410100000	0.35%
WINKELMAN TOWN	Gila County	ARIZONA	City	3200400300000	0.10%
GRAHAM COUNTY					
GRAHAM COUNTY	Graham County	ARIZONA	County	3100500500000	62.26%
PIMA TOWN	Graham County	ARIZONA	City	3200500100000	2.22%
SAFFORD CITY	Graham County	ARIZONA	City	3200500200000	26.83%
THATCHER TOWN	Graham County	ARIZONA	City	3200500300000	8.68%
GREENLEE COUNTY					
GREENLEE COUNTY	Greenlee County	ARIZONA	County	3100600600000	88.29%
CLIFTON TOWN	Greenlee County	ARIZONA	City	3200600100000	11.43%
DUNCAN TOWN	Greenlee County	ARIZONA	City	3200600200000	0.28%
LA PAZ COUNTY					
LA PAZ COUNTY	La Paz County	ARIZONA	County	3101501500000	88.71%
PARKER TOWN	La Paz County	ARIZONA	City	3201560100000	5.19%
QUARTZSITE TOWN	La Paz County	ARIZONA	City	3201540100000	6.11%
MARICOPA COUNTY					
MARICOPA COUNTY	Maricopa County	ARIZONA	County	3100700700000	51.53%
APACHE JUNCTION CITY	Maricopa County	ARIZONA	City	3201160100000	0.38%
AVONDALE CITY	Maricopa County	ARIZONA	City	3200700100000	0.98%
BUCKEYE TOWN	Maricopa County	ARIZONA	City	3200700200000	0.46%
CAREFREE TOWN	Maricopa County	ARIZONA	City	3200740100000	0.04%
CAVE CREEK TOWN	Maricopa County	ARIZONA	City	3200740200000	0.06%
CHANDLER CITY	Maricopa County	ARIZONA	City	3200700300000	2.86%
EL MIRAGE CITY	Maricopa County	ARIZONA	City	3200700400000	0.39%
FOUNTAIN HILLS TOWN	Maricopa County	ARIZONA	City	3200740400000	0.17%
GILA BEND TOWN	Maricopa County	ARIZONA	City	3200770100000	0.03%

GILBERT TOWN	Maricopa County	ARIZONA	City	3200700500000	1.71%
GLENDALE CITY	Maricopa County	ARIZONA	City	3200700600000	2.63%
GOODYEAR CITY	Maricopa County	ARIZONA	City	3200700700000	0.76%
GUADALUPE TOWN	Maricopa County	ARIZONA	City	3200790100000	0.00%
LITCHFIELD PARK CITY	Maricopa County	ARIZONA	City	3200740300000	0.04%
MESA CITY	Maricopa County	ARIZONA	City	3200700800000	6.06%
PARADISE VALLEY TOWN	Maricopa County	ARIZONA	City	3200750100000	0.34%
PEORIA CITY	Maricopa County	ARIZONA	City	3200700900000	1.51%
PHOENIX CITY	Maricopa County	ARIZONA	City	3200701000000	21.28%
QUEEN CREEK TOWN	Maricopa County	ARIZONA	City	3200740500000	0.11%
SCOTTSDALE CITY	Maricopa County	ARIZONA	City	3200701100000	3.99%
SURPRISE CITY	Maricopa County	ARIZONA	City	3200750200000	0.98%
TEMPE CITY	Maricopa County	ARIZONA	City	3200701200000	3.27%
TOLLESON CITY	Maricopa County	ARIZONA	City	3200701300000	0.27%
WICKENBURG TOWN	Maricopa County	ARIZONA	City	3200701400000	0.10%
YOUNGTOWN TOWN	Maricopa County	ARIZONA	City	3200750300000	0.05%
MOHAVE COUNTY					
MOHAVE COUNTY	Mohave County	ARIZONA	County	3100800800000	62.51%
BULLHEAD CITY CITY	Mohave County	ARIZONA	City	3200840100000	13.10%
COLORADO CITY TOWN	Mohave County	ARIZONA	City	3200840200000	0.61%
KINGMAN CITY	Mohave County	ARIZONA	City	3200800100000	9.91%
LAKE HAVASU CITY CITY	Mohave County	ARIZONA	City	3200860100000	13.87%
NAVAJO COUNTY					
NAVAJO COUNTY	Navajo County	ARIZONA	County	3100900900000	70.29%
HOLBROOK CITY	Navajo County	ARIZONA	City	3200900100000	3.75%
PINETOP-LAKESIDE TOWN	Navajo County	ARIZONA	City	3200940100000	4.75%
SHOW LOW CITY	Navajo County	ARIZONA	City	3200900200000	9.39%
SNOWFLAKE TOWN	Navajo County	ARIZONA	City	3200900300000	2.94%
TAYLOR TOWN	Navajo County	ARIZONA	City	3200980100000	2.68%

WINSLOW CITY	Navajo County	ARIZONA	City	3200900400000	6.19%
PIMA COUNTY					
PIMA COUNTY	Pima County	ARIZONA	County	3101001000000	72.19%
MARANA TOWN	Pima County	ARIZONA	City	3201090200000	2.06%
ORO VALLEY TOWN	Pima County	ARIZONA	City	3201090100000	1.72%
SAHUARITA TOWN	Pima County	ARIZONA	City	3201020100000	0.81%
SOUTH TUCSON CITY	Pima County	ARIZONA	City	3201000100000	0.31%
TUCSON CITY	Pima County	ARIZONA	City	3201000200000	22.91%
PINAL COUNTY					
PINAL COUNTY	Pinal County	ARIZONA	County	3101101100000	53.01%
CASA GRANDE CITY	Pinal County	ARIZONA	City	3201100100000	5.54%
COOLIDGE CITY	Pinal County	ARIZONA	City	3201100200000	1.68%
ELOY CITY	Pinal County	ARIZONA	City	3201100300000	34.98%
FLORENCE TOWN	Pinal County	ARIZONA	City	3201100400000	1.19%
KEARNY TOWN	Pinal County	ARIZONA	City	3201150100000	0.28%
MAMMOTH TOWN	Pinal County	ARIZONA	City	3201150200000	0.16%
MARICOPA CITY	Pinal County	ARIZONA	City	3201110100000	2.73%
SUPERIOR TOWN	Pinal County	ARIZONA	City	3201190100000	0.44%
SANTA CRUZ COUNTY					
SANTA CRUZ COUNTY	Santa Cruz County	ARIZONA	County	3101201200000	76.78%
NOGALES CITY	Santa Cruz County	ARIZONA	City	3201200100000	22.55%
PATAGONIA TOWN	Santa Cruz County	ARIZONA	City	3201200200000	0.67%
YAVAPAI COUNTY					
YAVAPAI COUNTY	Yavapai County	ARIZONA	County	3101301300000	69.31%
CAMP VERDE TOWN	Yavapai County	ARIZONA	City	3201340100000	0.97%
CHINO VALLEY TOWN	Yavapai County	ARIZONA	City	3201380100000	0.68%
CLARKDALE TOWN	Yavapai County	ARIZONA	City	3201350100000	0.72%
COTTONWOOD CITY	Yavapai County	ARIZONA	City	3201350200000	4.89%

DEWEY-HUMBOLDT TOWN	Yavapai County	ARIZONA	City	3201310100000	1.54%
JEROME TOWN	Yavapai County	ARIZONA	City	3201300100000	0.03%
PRESCOTT CITY	Yavapai County	ARIZONA	City	3201300200000	13.79%
PRESCOTT VALLEY TOWN	Yavapai County	ARIZONA	City	3201360100000	8.09%
YUMA COUNTY					
YUMA COUNTY	Yuma County	ARIZONA	County	3101401400000	66.03%
SAN LUIS CITY	Yuma County	ARIZONA	City	3201460100000	4.80%
SOMERTON CITY	Yuma County	ARIZONA	City	3201400200000	2.24%
WELLTON TOWN	Yuma County	ARIZONA	City	3201480100000	0.61%
YUMA CITY	Yuma County	ARIZONA	City	3201400300000	26.32%

Exhibit D

Exhibit D	
Percent Participation of Cities	**Award**
0	0%
5	2%
10	4%
15	6%
20	8%
25	10%
30	12%
35	14%
40	16%
45	18%
50	20%
55	22%
60	24%
65	26%
70	28%
75	30%
80	32%
85	34%
90	36%
95	38%
100	40%

EXHIBIT B TO AGREEMENT
SCOPE OF SERVICES

SCOPE OF WORK

EMPACT-SPC's "Youth Opioid Prevention Program" addresses youth substance abuse prevention, including the prevention of opioid use/abuse. The target population for this project will be youth, ages 10-17, within the City of Chandler, and their parents/guardians. Major risk factors include drug availability, drug-using peers, and lack of parental supervision. Major protective factors include good coping and problem-solving skills, strong community attachment, and positive norms. A minimum of 625 youth will be served.

Two evidenced-based curricula, Two Good for Drugs and Operation Prevention will be used to provide alcohol and drug prevention and opioid education. Too Good for Drugs is a school-based prevention program that focuses on building resiliency in students by teaching social competencies that reduce risk factors and build protective factors. Risk factors include drug-using peers and norms favoring alcohol and drug use. Protective factors include good coping and problem-solving skills, and positive norms. The program educates youth about the negative effects of drug use and the benefits of being drug-free while developing skills to increase positive decision-making, goal setting, self-respect, and how to resist peer pressure. Too Good for Drugs consists of 10 lessons presented in weekly, 1-hour sessions, to students in a classroom/group setting. The Too Good for Drugs curriculum also has a parent component, which includes a newsletter for parents, to extend prevention skills and messages into the home environment. Parents will be invited to participate in an educational workshop at each school/program site to increase their knowledge about the negative effects of drug/alcohol use, and how to support a message of 'non-use' in the home. Lack of parental supervision is a major risk factor addressed in this program component, while parental support will be the major protective factor to be fostered.

The Operation Prevention curricula is a national program developed by the Drug Enforcement Administration (DEA) and Discovery Education. The program is designed for you grades 6-12 to address substance misuse in schools and communities, and the opioid health crisis. The use of this curriculum meets Strategy 4 from the Arizona's Prescription Drug Misuse and Abuse Initiative, which focuses on increasing public awareness about prescription drug misuse and abuse. Built for a 45-60-minute time block, Operation Prevention complements other substance abuse prevention programs such as Too Good for Drugs, or it can be a stand-alone presentation.

OUTCOMES

EMPACT will provide 6,250 hours of service. The program objectives/outcomes include the following:

1. Participants will demonstrate a 15% increase in knowledge about the harmful effects of alcohol and other drugs of abuse, including opioids, using a program pre/post-test.
2. Participants will demonstrate a 15% increase in knowledge of pro-social attitudes and resistance skills, using a program pre/post-test.

REPORTING REQUIREMENTS

Prior to implementation, contractor shall develop and/or share the projects evaluation plan with the city that should include metrics for how success will be measured and opportunities for improvement.

Prior to implementation, Contractor will submit any training or educational materials to the city for review and approval.

Contactor shall provide quarterly and annual reports using a template to be provided by the city, which will include:

A. Narrative description of project activities achieved during specified timeframe
B. Accomplishments/success stories and challenges
C. Staffing changes
D. Current budget and description of any over or underspending
E. Evaluation metrics (e.g. actual numbers served)

All underlying documentation for the reporting shall be retained for a minimum of five years, notwithstanding any other applicable documentation retention or destruction policy, in order to facilitate verification that funds have been used for the approved purpose for which funds have been awarded.

Additional reporting requirements may be required by the city at any time.

MONITORING
The primary purpose of monitoring is to ensure that One Arizona Agreement funds are being invested in the manner stated in this Scope of Services and Exhibit B, and confirm that Contractor is otherwise in compliance with this Agreement. City staff monitor Contractors through reporting and onsite visits. Onsite visits may include an agency visit demonstrating Contractor's performance of the services and providing an opportunity for City staff to observe operations.

City staff will coordinate with Contractor to schedule onsite monitoring at a mutually agreed upon timeCity staff will let agencies know the number of participants in advance. In the event that Contractor chooses to include program participants in the tour, Contractor must ensure participant consent in accordance with state and federal laws, as applicable. Photographs and/or video may be taken only with permission of all participants and in accordance with Contractor's policy.

Should significant concerns be identified during a monitoring visit, City staff will notify the Contractor contact by phone and follow-up with a written report outlining concerns. Contractor must respond in writing as directed in the written report. The City reserves the right to perform follow-up visits to ensure concerns have been rectified.

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

EXHIBIT C TO AGREEMENT
COMPENSATION AND FEES

SERVICES BUDGET

(A) Cost Component	(B) Chandler Costs
Salaries & Wages	$ 32,751.00
Fringe Benefits	$ 9,079.00
TOTAL PERSONNEL	$ 41,830.00
Professional Services	$ 1,086.00
Phone / Internet	$ 211.00
Rent	
Utilities	$ 13.00
Insurance	$ 159.00
Maintenance	$ 13.00
Travel/Mileage	$ 2,500.00
Fingerprinting	
License / Fees	
Education / Training	
Commodities (Materials & Supplies)	
Program / Office Supplies	$ 1,499.00
Printing	
PPE and Disinfection	
Other - Depreciation	$ 78.00
Other - Overhead	$ 2,611.00
Other	
TOTAL OPERATIONS	$ 8,170.00
TOTAL BUDGET	$ 50,000.00

SERVICES BUDGET NARRATIVE

Salaries & Wages
Prevention Specialist, 0.625 FTE
The prevention specialist will provide opioid prevention and education services to youth and their parents across the City of Chandler.

The remaining budget categories serve to support the .625 FTEs:

Professional Services include service and contracts provided by outside vendors.

Phone/Internet is the agency-wide telephone and internet systems, and mobile phones for the staff while in the field.

Utilities are the water, electricity, and trash service for the building where staff are located.

Insurance is the general, cyber, and D&O insurance for the agency.

Maintenance includes the cost of general repairs and ongoing maintenance to EMPACT's facility.

Travel/Mileage is to cover the mileage for staff when traveling around Chandler.

Program/Office Supplies includes the cost of incentives for the youth in their participation.

Other includes Depreciation and Overhead which are normal costs of doing business.

ADMINISTRATIVE COSTS

No more than 10% of the Agency's requested funds will be used for program administration and/or evaluation.

EXHIBIT D TO AGREEMENT
INSURANCE

INSURANCE
General.

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

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

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

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

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

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

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

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

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

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

Additional Policy Provisions Required.

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

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

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

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

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

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

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 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 10 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 thirty (30) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten (10) 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 85244-4008. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

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

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

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

EXHIBIT E
SPECIAL CONDITIONS

Contractor and Subcontractor Worker Background Screening. Contractor agrees that all contract workers and subcontractors (collectively Contract Worker(s)) that Contractor furnishes to the City pursuant to this Agreement shall be subject to background and security checks and screening (collectively Background Screening) at Contractor's sole cost and expense as set forth in this Section. The Background Screening provided by Contractor shall comply with all applicable laws, rules and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Agreement or Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Agreement.

Background Screening Requirements and Criteria. 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. Contract Workers who work directly with children or vulnerable adults as defined in A.R.S. § 46-451A.12 are subject to fingerprint verification through the Arizona Department of Public Safety pursuant to A.R.S. § 41-1750(G)(23).

Additional City Rights Regarding Security Inquiries. In addition to the foregoing, the City reserves the right but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G) (4); (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Contract.

Contractor Certification. By executing this Agreement, Contractor certifies and warrants that Contractor has read the Background Screening requirements and criteria in this Section, understands them and that all Background Screening information furnished to the City is accurate and current. Also, by executing this Agreement, Contractor further certifies and warrants that Contractor has satisfied all such Background Screening requirements as required. A Contract Worker rejected for work under this Agreement shall not be proposed to perform work under other City contracts or engagements without the City's prior written approval.

Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts. Contractor shall include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

Materiality of Background Screening Requirements: Indemnity. The Background Screening requirements of this Section are material to the City's entry into this Agreement and any breach of this Section by Contractor shall be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in Section VII, Paragraph D, Indemnification Clause of the General Conditions, Contractor shall defend, indemnify and hold harmless the City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or the City for failure to satisfy this Section.

Continuing Duty: Audit. Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section shall continue throughout the entire term of this Agreement. Contractor shall notify the City immediately of any change to a Background Screening of a Contract Worker previously approved by the City. Contractor shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Contractor's compliance with this Section pursuant to Section VII, Paragraph A, "Records/Audit" of the General Conditions.

City Council Memorandum **Neighborhood Resources** **Memo No.** NR24-016

Date: June 13, 2024

To: Mayor and Council

Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Leah Powell, Neighborhood Resources Director
Riann Balch, Community Development and Resources Senior Manager

From: Dylan Raymond, Senior Management Analyst

Subject: Resolution No. 5814 Amendment No. 1 to Intergovernmental Agreement No. CC-22-24-037-X-00 between Maricopa County Administered and the City of Chandler to Accept Community Services Block Grant Funds in the Amount of $150,000 for Delivery of Housing Stability Services

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5814 approving Amendment No. 1 to Intergovernmental Agreement No. CC-22-24-037-X-00 between Maricopa County, administered by its Human Services Department, and the City of Chandler to accept Community Services Block Grant funds in the amount of $150,000 for Housing Stability Services; authorizing the City Manager to assign all related documents and assurances on behalf of the City of Chandler; and authorizing the City Manager to take all action necessary or prudent to implement the grant.

Background:

In June 2023, the Maricopa County Human Services Department (MCHSD) released a Notice of Funding Availability (NOFA) for Community Services Block Grant (CSBG) funds to support safe and affordable housing, safe temporary shelter, and food and nutrition security. The CSBG Act, which was reauthorized in 1998, provides assistance to states and local communities through a network of community action agencies and other neighborhood-based organizations to focus on the reduction of poverty, the revitalization of low-income communities, and the empowerment of families and individuals with low incomes to become fully

self-supportive. In November 2023, MCHSD awarded the City of Chandler Neighborhood Resources Department $125,000 of CSBG funding to support Housing Stability Services from November 1, 2023, through June 30, 2024, with options to renew for three additional one-year terms. Each additional term allows maximum funding of $150,000.

Discussion:

In December 2024, the Chandler City Council approved and authorized IGA No. CC-22-24-037-X-00 via Resolution No. 5758 to provide Housing Stability Services through June 30, 2024. Based on positive performance, MCHSD notified the Neighborhood Resources Department of its intent to amend the IGA to continue services for one additional year beginning July 1, 2024, and ending June 30, 2025. This funding supports two 0.5 FTE Housing Stability Senior Specialists and accompanying programmatic and operating costs. The funding will also support landlord engagement, housing search and selection, and ongoing case management services for seventy-five individuals experiencing or at-risk of homelessness in Chandler.

Financial Implications:

The grant requires a 25% match of $37,500, which is available in the General Fund portion of funding for the two positions.

Attachments

Resolution No. 5814 - Amendment No. 1 to IGA No. CC-22-24-037-X-00

Exhibit A - Amendment No. 1 Community Services Block Grant

RESOLUTION NO. 5814

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AMENDMENT NO. 1 TO INTERGOVERNMENTAL AGREEMENT NO. CC-22-24-037-X-00 BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND THE CITY OF CHANDLER TO ACCEPT COMMUNITY SERVICES BLOCK GRANT FUNDS IN THE AMOUNT OF $150,000; AND AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTION NECESSARY OR PRUDENT TO IMPLEMENT THE GRANT.

WHEREAS, Maricopa County, acting by and through the Maricopa County Human Services Department ("MCHSD"), notified the City of Chandler that it would receive $150,000 of U.S. Department of Health and Human Services Community Services Block Grant ("CSBG") funds for fiscal year 2024-2025 to be used in support of Housing Stability Services; and

WHEREAS, the City of Chandler and MCHSD desire to increase safe and affordable housing in the City of Chandler through the continued provision of Housing Stability Services; and

WHEREAS, the City of Chandler and MCHSD wish to execute Amendment No. 1 to Intergovernmental Agreement No. CC-22-24-037-X-00 (the "IGA") to provide for use of the CSBG funds for the purpose of providing Housing Stability Services to low-income Chandler residents in accordance with CSBG requirements.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Chandler, Arizona as follows:

Section 1. Accepts the CSBG funds in an amount up to $150,000 from Maricopa County acting by and through the MCHSD.

Section 2. Authorizes the Mayor of the City of Chandler, or his designee, to execute Amendment No. 1 to the IGA in substantially the form attached hereto as Exhibit "A" and incorporated herein by this reference.

Section 3. Authorizes the City Manager, or his designee, to execute, on behalf of the City, appropriate certifications and other documents and take such other actions as are necessary or appropriate to carry out the intent of this Resolution, administer the CSBG funds in accordance with program requirements and implement the City's Housing Stability Services.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____ 2024.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above foregoing Resolution No. 5814 was duly passed and adopted by the City Council of the City of Chandler, Arizona at a regular meeting held on the ____day of _____ 2024, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY
DMG

EXHIBIT “A”

AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND CITY OF CHANDLER

I. Maricopa County ("County"), administered by its Human Services Department, and the City of Chandler, ("Subrecipient") entered into a financial Intergovernmental Agreement ("Agreement"), which was fully executed on or about November 15, 2023. The purpose of the Agreement is to support the City's Housing Stability Services Initiative (the "Initiative") to increase safe and affordable housing in the Chandler area. The Agreement term is November 1, 2023, through June 30, 2024. The County provided the Subrecipient with $125,000 in Community Service Block Grant (CSBG) Funds under Assistance Listing Number (ALN) 93.569 provided to the County through an Intergovernmental Agreement with Arizona Department of Economic Security (ADES) for Initiative activities. The County and the Subrecipient collectively are referred to as the "Parties."

II. The Parties agree to enter into this Amendment No. 1 to amend the Agreement as follows:

A. Extend the Agreement term from July 1, 2024, through June 30, 2025.

B. Revise Paragraph 6 (Funding) attached Operating Budget by removing in its entirety and replacing with the attached Operating Budget. The County shall provide the Subrecipient with a not to exceed amount of $150,000 in CSBG funds under Assistance Listing Number (ALN) 93.569 provided to the County through an Intergovernmental Agreement with Arizona Department of Economic Security (ADES). The funding period of availability is July 1, 2024, through June 30, 2025, fiscal year 2025. Unexpended funds from fiscal year 2024 shall not be available for expenditures in the fiscal year 2025.

C. Revise Paragraph 13.0 (Notices) for Maricopa County Representative and replace it with the following:

Maricopa County
Human Services Department
TJ Reed, Assistant Director
Community Resilience Division
234 N. Central Avenue, 3rd Floor
Phoenix, AZ 85004
602-506-4841
tj.reed@maricopa.gov

III. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

IV. This Amendment No. 1 is subject to and incorporates the provisions of A.R.S. § 38-511. The Agreement is amended to incorporate the changes contained in this Amendment No. 1. All other terms and conditions of the Agreement remain in full force and effect as executed by the Parties.

V. The Parties have authorized the undersigned to execute this Amendment No. 1 on their behalf and it shall be effective upon approval and signature by both Parties.

IN WITNESS, the Parties have approved and signed this Amendment No. 1:

APPROVED BY:
CITY OF CHANDLER

City Manager Date

Attested To:

City Clerk Date

IN ACCORDANCE WITH A.R.S. §§ 9-240, 11-952, THIS AMENDMENT NO. 1 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF CHANDLER UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

BY: _____
Attorney for the City Date
DMG

APPROVED BY:
MARICOPA COUNTY

Jack Sellers Date
Chairman of the Board of Supervisors

Attested To:

Juanita Garza, Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 1 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

BY: _____
Deputy County Attorney Date

City of Chandler
Operating Budget
FY2025

City of Chandler Operating Budget – CSBG Service Initiatives
Contact Period - July 1st, 2024, through June 30th, 2025

Funding	
County Funds	$150,000
Cash Match Contributions	$93,606
Total	**$243,606**

Budget Category	Direct Cost	Administration Cost	Total
Total Expenses	$240,930	$2,676	**$243,606**

CHANDLER arizona
Community of Innovation

City Council Memorandum Police Memo No. N/A

Date:	June 13, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Tadd Wille, Assistant City Manager Bryan Chapman, Police Chief
From:	Melanie Smith, Senior Management Analyst
Subject:	Purchase of TruNarc Handheld Narcotics Analyzers

Proposed Motion:

Move City Council approve the purchase of handheld narcotics analyzers, from Thermo Scientific Portable Analytical Instruments, Inc., in the amount of $152,527.49.

Background/Discussion:

The Chandler Police Department was awarded $152,527.49 from the State of Arizona through the Department of Public Safety (DPS) FY24 Fentanyl Prosecution, Diversion and Testing Fund, and City Council approved accepted these grant dollars via Resolution No. 5808 on May 23, 2024. The grant award provides funding to assist eligible state, local units of government, and tribes responding to the fentanyl crisis. The Police Department applied for the funds to purchase four handheld drug analyzers. The analyzers will extend the current field drug testing program, reducing the overall requests for drug analysis and allowing for a greater capacity of fentanyl cases to be analyzed in the laboratory.

TruNarc analyzers identify more than 530 of the highest priority illicit and abused narcotics in a single drug test. They can also scan directly through plastic or glass for most drug test samples to minimize contamination, reduce exposure and preserve evidence. The Police Department was previously awarded grant funds from the Gila River Indian Community in June 2023 for purchase of TruNarc devices and has been satisfied with their performance. Currently, the department has two TruNarc analyzers, one for field use and one in the laboratory. This

purchase will increase the total number of field analyzers to five.

Evaluation:

The Chandler Police Department has utilized TruNarc narcotics analyzers supplied by Thermo Scientific Portable Analytical Instruments, Inc., for more than five years. Staff recommends purchase of the TruNarc devices, as it will allow continuity of process and reliable results that have been accepted by the Maricopa County Attorney's Office for charging purposes, streamlining of ongoing software updates, and standardization of processes and equipment.

Financial Implications:

There are no matching dollars required for this grant.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
217.2021.5322.0000.3PD214	Grant Fund	N/A	$152,527.49	N

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** RE24-103

Date: June 13, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Daniel Haskins, Capital Projects Division Manager
From: Erich Kuntze, Real Estate Administrator
Subject: Final Adoption of Ordinance No. 5098 Granting a Non-Exclusive Underground High Voltage Power Easement to Salt River Project Agricultural Improvement and Power District (SRP) to Accommodate the Installation of Electric Vehicle Charging Stations

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Proposed Motion:

Move City Council approve final adoption of Ordinance No. 5098 granting a Non-Exclusive Underground High Voltage Power Easement to SRP, in consideration for the payment of $18,500.00 to accommodate the installation of electric vehicle charging stations on the Amazon site at 3405 S. McQueen Road, Chandler, Arizona.

Background:

Amazon plans to install electric vehicle charging stations at its Chandler facility located at 3405 S. McQueen Road. To accommodate the installation of these facilities, it is necessary for the City of Chandler to grant SRP a non-exclusive underground high-power easement along and across portions of Airport Boulevard south of Queen Creek Road, allowing additional power capacity to the site. Amazon has agreed to pay the City $18,500 for the easement. The value of the easement was determined by an appraisal performed by SRP.

Staff has reviewed and approved the easement document, valuation, and legal descriptions.

This Ordinance was introduced and tentatively adopted on May 23, 2024.

Attachments

Ordinance No, 5098
Location Map
Exhibit B - Easement

ORDINANCE NO. 5098

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA GRANTING A NON-EXCLUSIVE UNDERGROUND HIGH VOLTAGE POWER EASEMENT TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT IN CONSIDERATION FOR THE PAYMENT OF EIGHTEEN THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS ($18,500.00), BY AMAZON, TO ACCOMMODATE THE INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS ON THE AMAZON SITE AT 3405 S. MCQUEEN ROAD, CHANDLER, ARIZONA.

WHEREAS, Amazon is adding electric vehicle charging stations to its site located at 3405 S. McQueen Road in Chandler, Arizona; and

WHEREAS, in order to accommodate the installation and these vehicle charging stations, Salt River Project Agricultural and Power District ("SRP") requires a Non-Exclusive Underground High Voltage Power Easement in order to provide additional electrical capacity to the Amazon site; and

WHEREAS, the City of Chandler is willing to grant the non-exclusive High Voltage Power Easement to SRP, in consideration of the payment of Eighteen Thousand Five Hundred and no/100ths Dollars ($18,500.00), to accommodate this improvement to the Amazon site.

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

Section 1. That the City Council of the City of Chandler, Arizona, in consideration of the payment of Eighteen Thousand Five Hundred and no/100ths Dollars ($18,500.00), authorizes and approves the granting of a non-exclusive Underground High Voltage Power Easement to SRP, under and across that certain property legally described and depicted in Exhibit "A" attached hereto and made a part hereof by this reference.

Section 2. That the granting of said non-exclusive utility easement shall be in a form approved by the City Attorney attached hereto as Exhibit "B".

Section 3. That the Mayor of the City of Chandler, Arizona, is hereby authorized to execute the easement and this Ordinance on behalf of the City.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this _____ day of _____ 2024.

ATTEST:

_____ _____

CITY CLERK MAYOR

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona, this _____ day of _____, 2024.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5098 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2024, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM

_____
CITY ATTORNEY
DMG

Published in the Arizona Republic on:

EXHIBIT "A"
Legal Description

EXHIBIT "A"

SRP JOB NUMBER: T3527218 **DATE: 04-16-2024**
SRP JOB NAME: AMAZON DPX7 EV PRIMARY METER
TTRRSS: 02S05E14

AN EASEMENT WITHIN A PARCEL OF LAND AS DESCRIBED IN DOCUMENT 2006-0626729 MARICOPA COUNTY RECORDER (MCR) LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14, BEING A BRASS CAP FLUSH, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 14, BEING A BRASS CAP FLUSH, BEARS NORTH 88 DEGREES 49 MINUTES 55 SECONDS EAST, A DISTANCE OF 2647.39 FEET (**BASIS OF BEARINGS**);

THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14, NORTH 88 DEGREES 49 MINUTES 55 SECONDS EAST, A DISTANCE OF 603.34 FEET TO THE NORTHWEST CORNER OF SAID PARCEL;

THENCE SOUTH 51 DEGREES 10 MINUTES 58 SECONDS EAST, A DISTANCE OF 124.50 FEET TO THE SOUTH LINE OF AN SALT RIVER PROJECT (SRP) EASEMENT AS DESCRIBED IN DOCUMENT 2011-0448954 MCR AND THE **POINT OF BEGINNING;**

THENCE ALONG THE SOUTH LINE OF SAID SRP EASEMENT, NORTH 88 DEGREES 49 MINUTES 55 SECONDS EAST, A DISTANCE OF 8.00 FEET TO THE NORTHWEST CORNER OF AN 8.00 FOOT SRP EASEMENT AS DESCRIBED IN DOCUMENT 2011-0448956 MCR;

THENCE ALONG THE WESTERLY LIMITS OF SAID SRP EASEMENT, SOUTH 01 DEGREES 09 MINUTES 57 SECONDS EAST, A DISTANCE OF 28.51 FEET;

THENCE ALONG THE SOUTHERLY LIMITS OF SAID SRP EASEMENT, NORTH 88 DEGREES 49 MINUTES 55 SECONDS EAST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 39 DEGREES 35 MINUTES 14 SECONDS WEST, A DISTANCE OF 12.25 FEET;

THENCE SOUTH 01 DEGREES 09 MINUTES 57 SECONDS EAST, A DISTANCE OF 62.45 FEET;

THENCE NORTH 88 DEGREES 50 MINUTES 03 SECONDS EAST, A DISTANCE OF 86.00 FEET;

THENCE SOUTH 01 DEGREES 09 MINUTES 57 SECONDS EAST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 88 DEGREES 50 MINUTES 03 SECONDS WEST, A DISTANCE OF 86.00 FEET;

THENCE SOUTH 01 DEGREES 09 MINUTES 57 SECONDS EAST, A DISTANCE OF 34.03 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, AND HAVING A RADIUS OF 350.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 52 DEGREES 59 MINUTES 00 SECONDS, AN ARC LENGTH OF 323.66 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10 DEGREES 25 MINUTES 03 SECONDS, FOR AN ARC LENGTH OF 85.46 FEET;

THENCE SOUTH 49 DEGREES 05 MINUTES 16 SECONDS EAST, A DISTANCE OF 86.00 FEET;

THENCE SOUTH 40 DEGREES 54 MINUTES 44 SECONDS WEST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 49 DEGREES 05 MINUTES 16 SECONDS WEST, A DISTANCE OF 6.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 390.00 FEET WHICH BEARS SOUTH 49 DEGREES 40 MINUTES 31 SECONDS EAST;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 41 DEGREES 34 MINUTES 37 SECONDS, FOR AN ARC LENGTH OF 283.01 FEET;

THENCE SOUTH 01 DEGREES 15 MINUTES 09 SECONDS EAST, A DISTANCE OF 6.88 FEET TO THE SOUTHERLY BOUNDARY OF SAID PARCEL;

THENCE ALONG SAID SOUTHERLY BOUNDARY, SOUTH 88 DEGREES 45 MINUTES 09 SECONDS WEST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 01 DEGREES 15 MINUTES 09 SECONDS WEST, A DISTANCE OF 6.88 FEET TO THE BEGINNING OF CURVE, CONCAVE EASTERLY, AND HAVING A RADIUS OF 398.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 41 DEGREES 35 MINUTES 20 SECONDS, FOR AN ARC LENGTH OF 288.89 FEET;

THENCE NORTH 49 DEGREES 05 MINUTES 16 SECONDS WEST, A DISTANCE OF 80.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 478.00 FEET WHICH BEARS SOUTH 49 DEGREES 34 MINUTES 31 SECONDS EAST;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 11 DEGREES 23 MINUTES 05 SECONDS, FOR AN ARC LENGTH OF 94.98 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 342.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 52 DEGREES 59 MINUTES 00 SECONDS, FOR AN ARC LENGTH OF 316.26 FEET;

EXHIBIT "A"

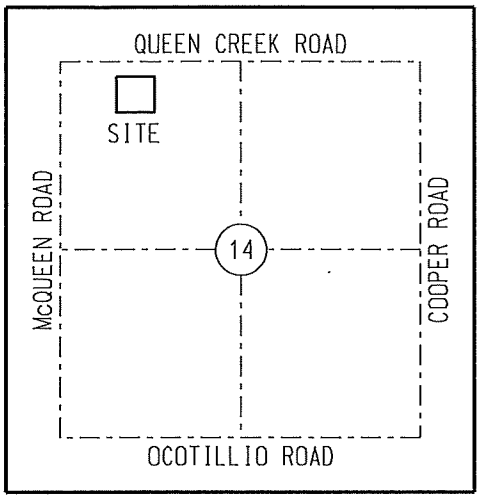
SRP JOB NUMBER: T3527218 **DATE: 04-16-2024**
SRP JOB NAME: AMAZON DPX7 EV PRIMARY METER **PAGE: 3 OF 9**
TTRRSS: 02S05E14

THENCE NORTH 01 DEGREES 09 MINUTES 57 SECONDS WEST, A DISTANCE OF 142.27 FEET TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS AN AREA OF 8207.80 SQUARE FEET, OR 0.20 ACRE, MORE OR LESS.

END OF DESCRIPTION

EXHIBIT "A"



VICINITY MAP (NTS)
T2S, R5E
G&SRM

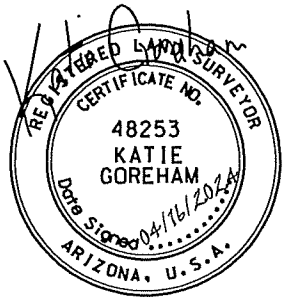
LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- LIMITS OF EASEMENT
- EXISTING EASEMENT
- TIE LINE
- SECTION CORNER AS NOTED

ABBREVIATION TABLE

APN	ASSESSOR'S PARCEL NUMBER
LVI	LAST VISUAL INSPECTION
(M)	MEASURED
MCR	MARICOPA COUNTY RECORDER
NTS	NOT TO SCALE
SRP	SALT RIVER PROJECT

BASIS OF BEARINGS:
BASED ON THE MARICOPA COUNTY
LOW DISTORTION PROJECTION
COORDINATE SYSTEM.



CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

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.

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

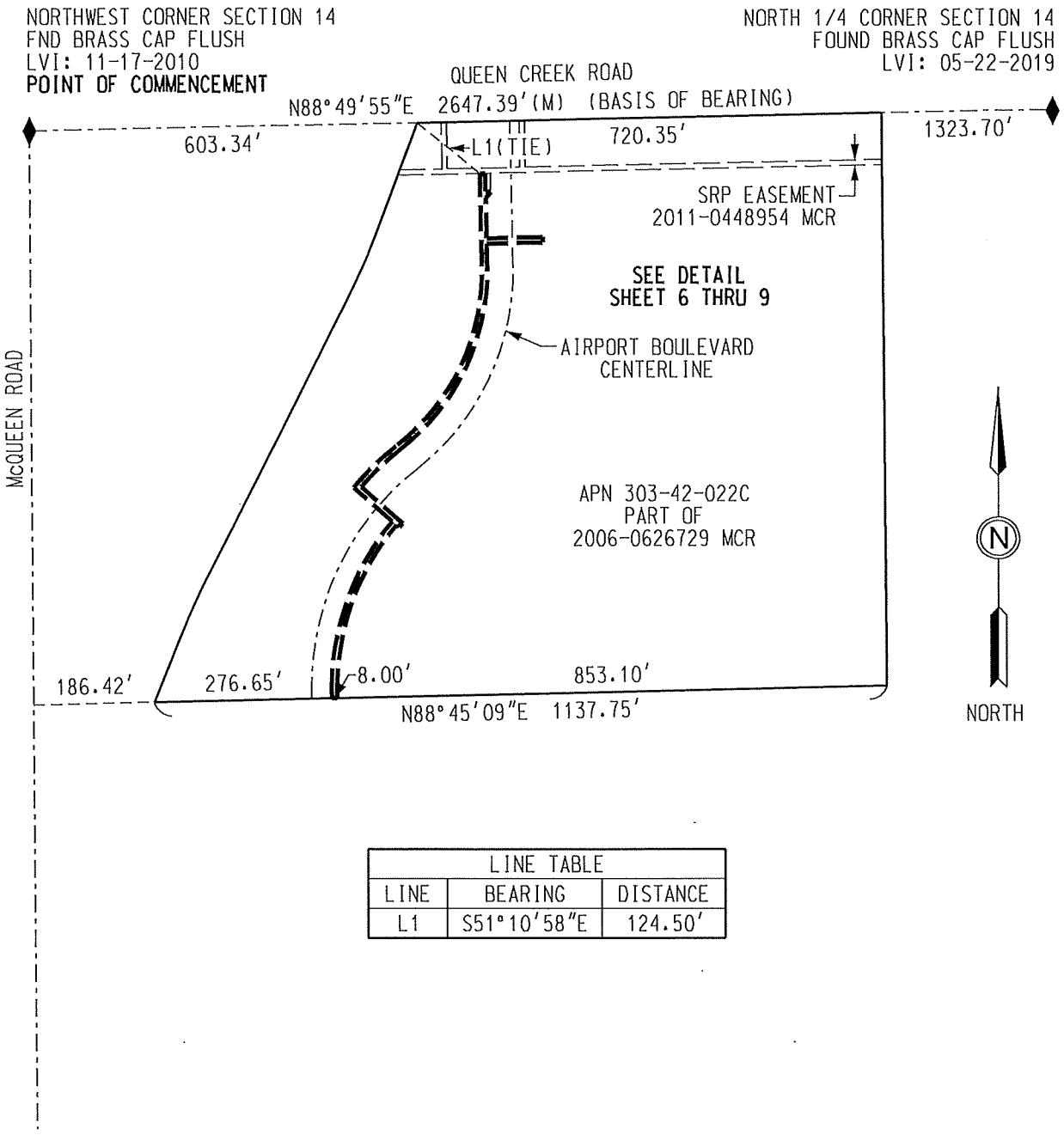
SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

SURVEY DIVISION
LAND DEPARTMENT

I.O. NUMBER: T3527218	SCALE: NTS
L.J. NUMBER: 97686	SHEET: 4 OF 9
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"
DRAWN: TODARO	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: PETERSON
DATE: 04-16-2024 JEP	FIELD DATE: 03-15-2024

AMAZON DPX7 EV
PRIMARY METER
NW 1/4 SECTION 14
T.2 S., R.5 E.
8.1 SOUTH - 28.1 EAST

EXHIBIT "A"



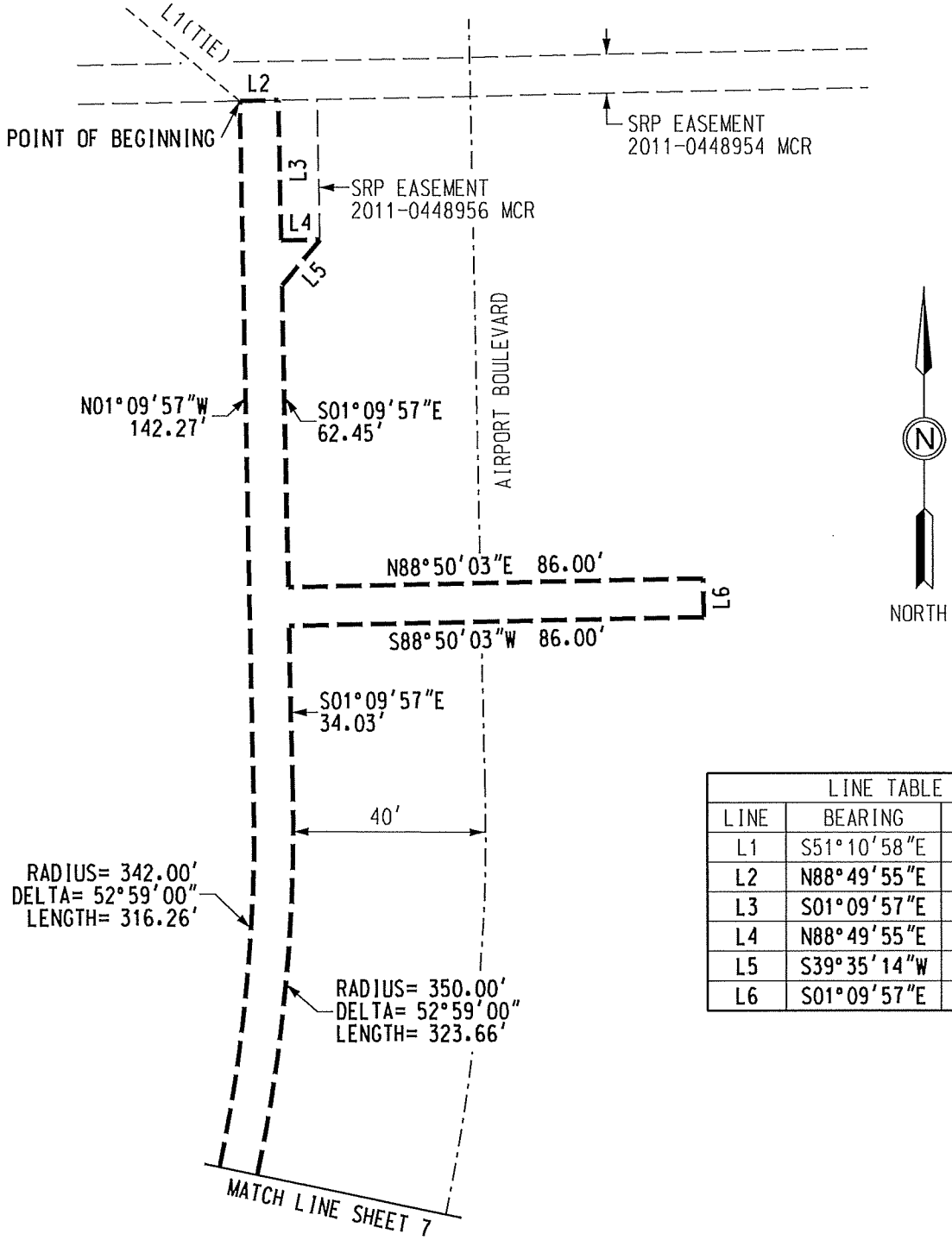
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S51°10'58"E	124.50'

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
I.O. NUMBER: T3527218	SCALE: NTS
L.J. NUMBER: 97686	SHEET: 5 OF 9
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"
DRAWN: TODARO	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: PETERSON
DATE: 04-16-2024 JEP	FIELD DATE: 03-15-2024

SURVEY DIVISION
LAND DEPARTMENT

AMAZON DPX7 EV
PRIMARY METER
NW 1/4 SECTION 14
T.2 S., R.5 E.
8.1 SOUTH - 28.1 EAST

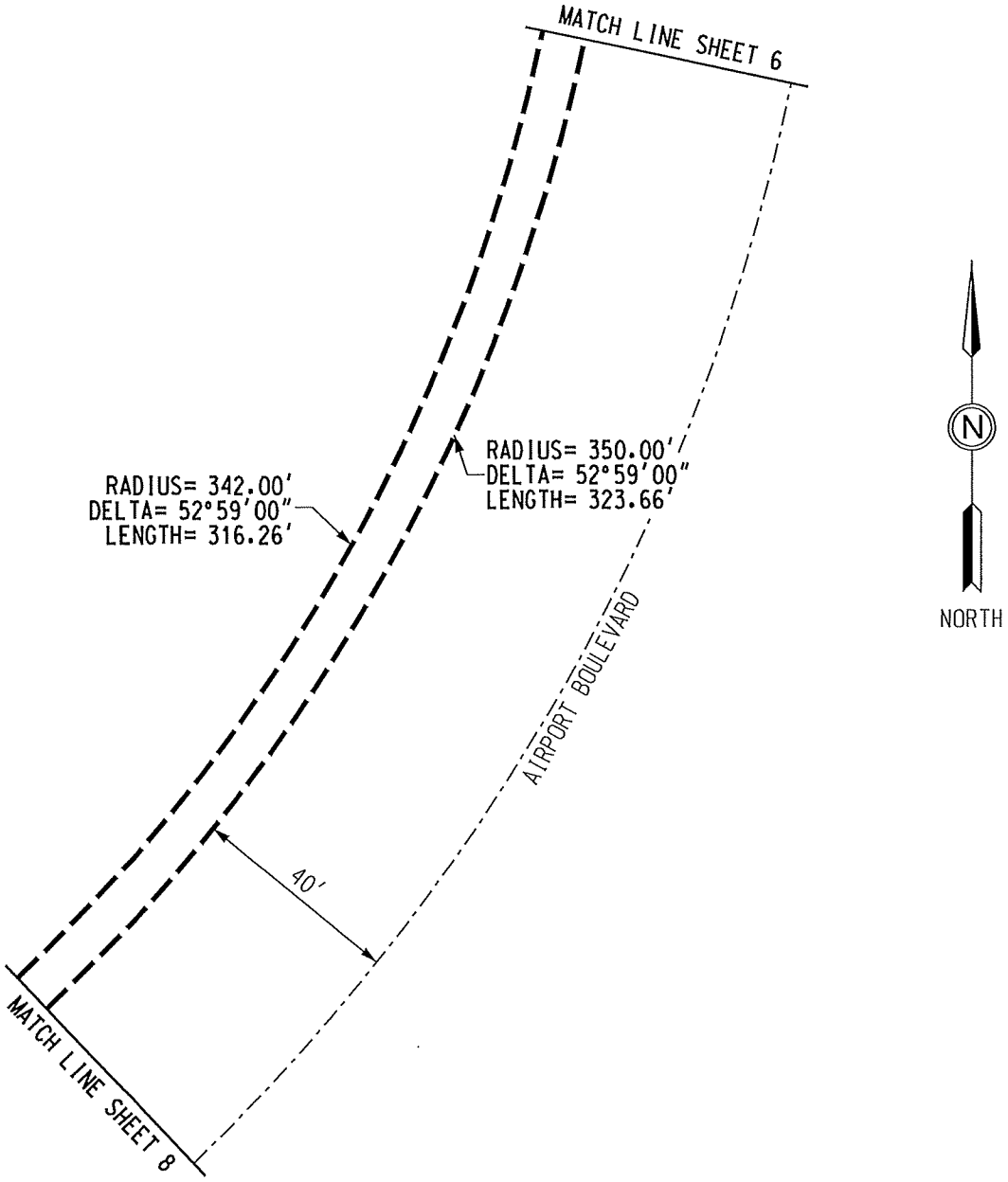
EXHIBIT "A"



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S51°10'58"E	124.50'
L2	N88°49'55"E	8.00'
L3	S01°09'57"E	28.51'
L4	N88°49'55"E	8.00'
L5	S39°35'14"W	12.25'
L6	S01°09'57"E	8.00'

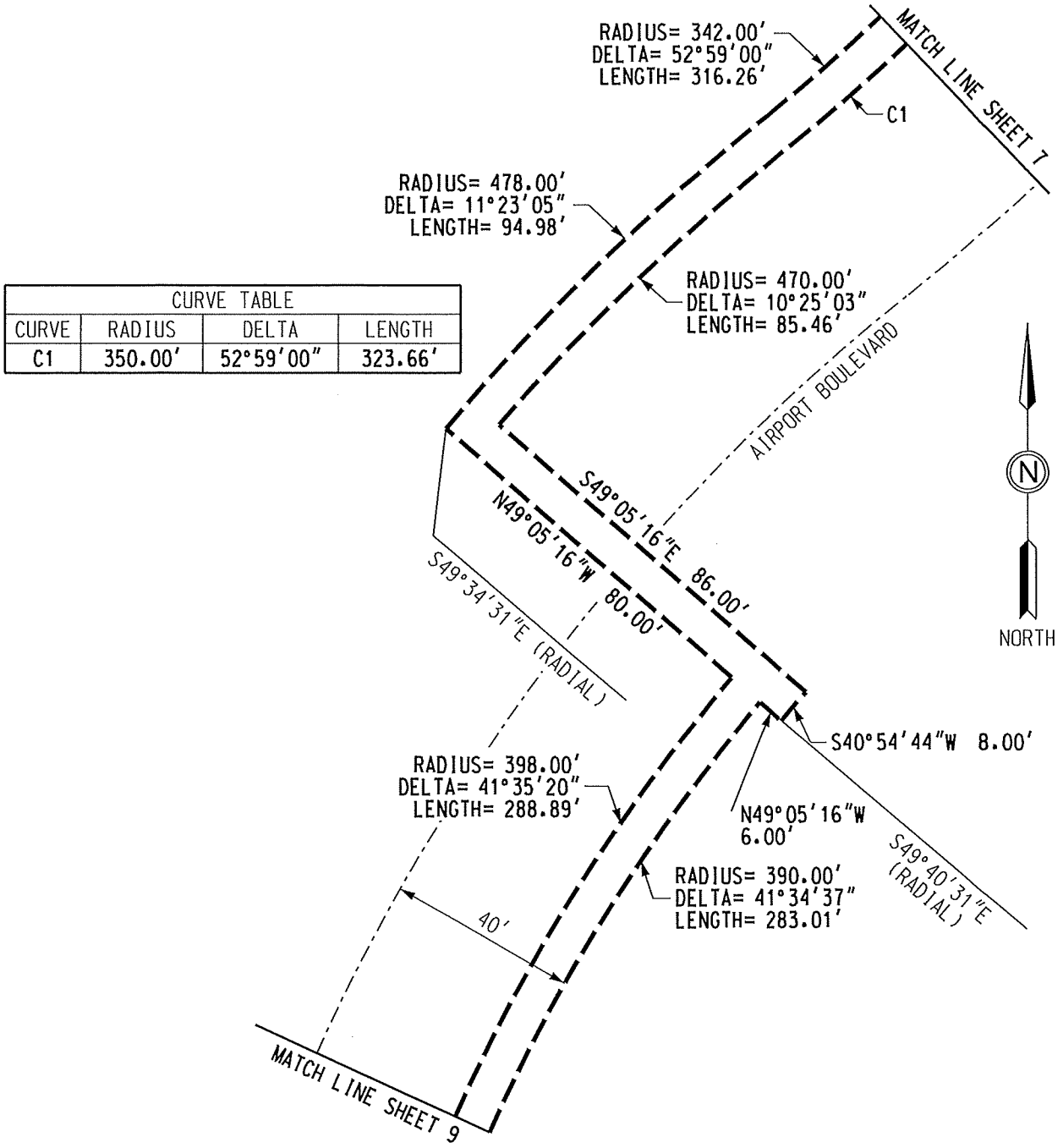
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SURVEY DIVISION LAND DEPARTMENT
I.O. NUMBER: T3527218	SCALE: NTS	AMAZON DPX7 EV PRIMARY METER NW 1/4 SECTION 14 T.2 S., R.5 E. 8.1 SOUTH - 28.1 EAST
L.J. NUMBER: 97686	SHEET: 6 OF 9	
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"	
DRAWN: TODARO	REVISION: 0	
CHECKED BY: GOREHAM	CREW CHIEF: PETERSON	
DATE: 04-16-2024 JEP	FIELD DATE: 03-15-2024	

EXHIBIT "A"



SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SURVEY DIVISION LAND DEPARTMENT
I.O. NUMBER: T3527218	SCALE: NTS	AMAZON DPX7 EV PRIMARY METER NW 1/4 SECTION 14 T.2 S., R.5 E. 8.1 SOUTH - 28.1 EAST
L.J. NUMBER: 97686	SHEET: 7 OF 9	
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"	
DRAWN: TODARO	REVISION: 0	
CHECKED BY: GOREHAM	CREW CHIEF: PETERSON	
DATE: 04-16-2024 JEP	FIELD DATE: 03-15-2024	

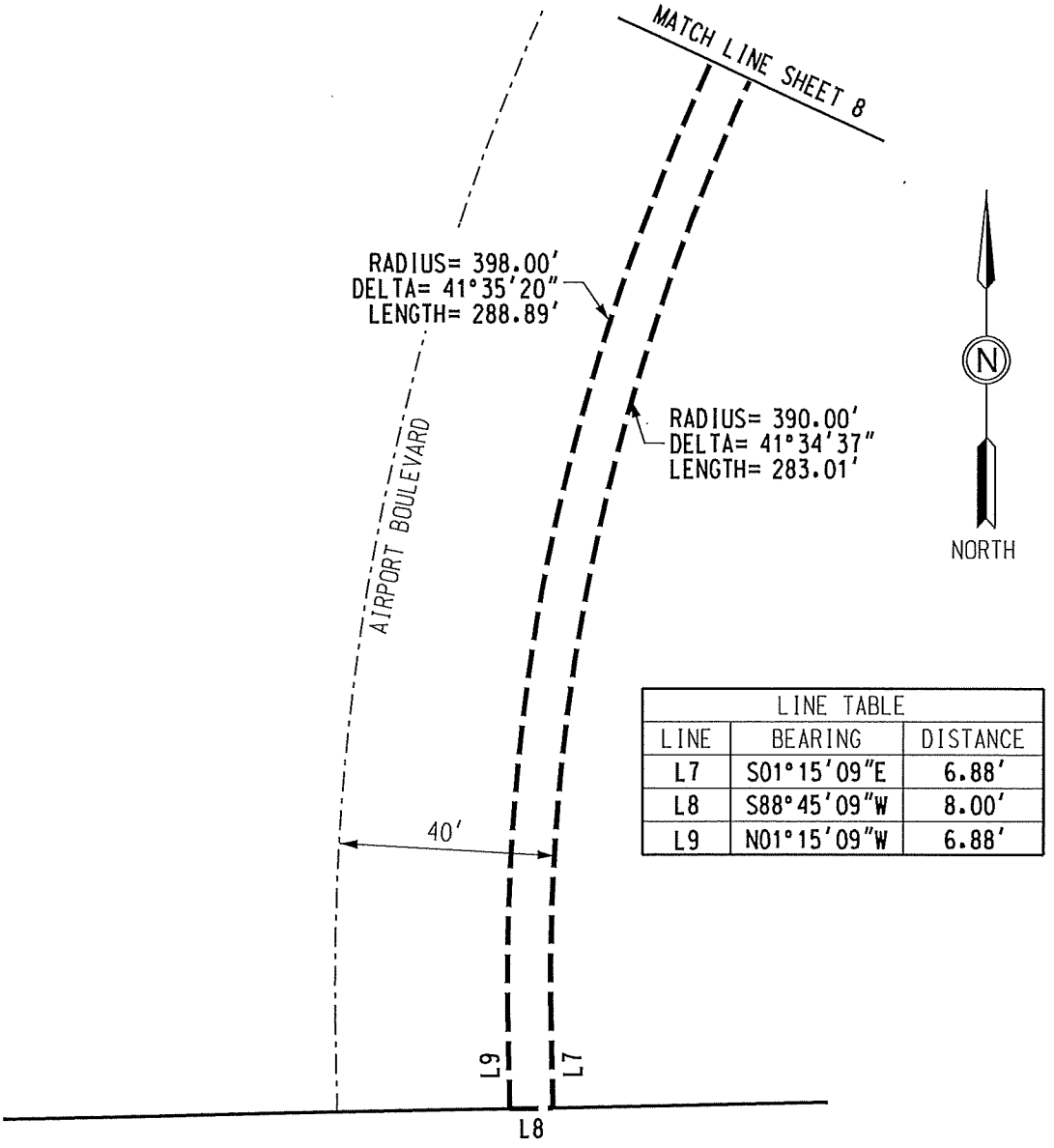
EXHIBIT "A"



CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	350.00'	52°59'00"	323.66'

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SURVEY DIVISION LAND DEPARTMENT
I.O. NUMBER: T3527218	SCALE: NTS	AMAZON DPX7 EV PRIMARY METER NW 1/4 SECTION 14 T.2 S., R.5 E. 8.1 SOUTH - 28.1 EAST
L.J. NUMBER: 97686	SHEET: 8 OF 9	
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"	
DRAWN: TODARO	REVISION: 0	
CHECKED BY: GOREHAM	CREW CHIEF: PETERSON	
DATE: 04-16-2024 JEP	FIELD DATE: 03-15-2024	

EXHIBIT "A"

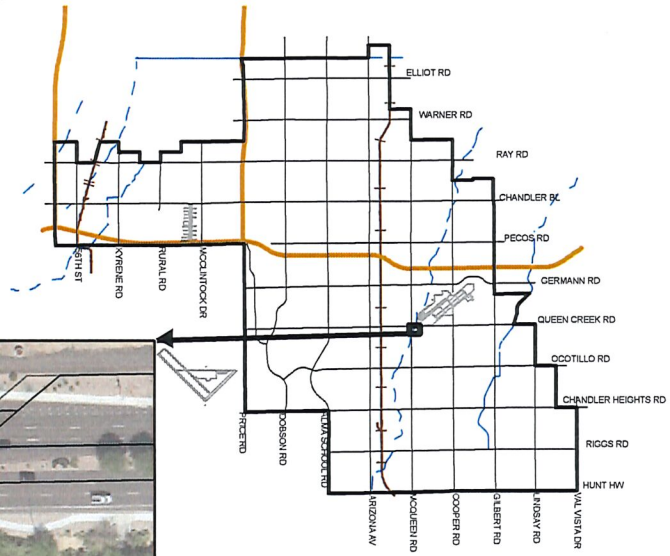


LINE TABLE		
LINE	BEARING	DISTANCE
L7	S01°15'09"E	6.88'
L8	S88°45'09"W	8.00'
L9	N01°15'09"W	6.88'

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SURVEY DIVISION LAND DEPARTMENT
I.O. NUMBER: T3527218	SCALE: NTS	AMAZON DPX7 EV PRIMARY METER NW 1/4 SECTION 14 T.2 S., R.5 E. 8.1 SOUTH - 28.1 EAST
L.J. NUMBER: 97686	SHEET: 9 OF 9	
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"	
DRAWN: TODARO	REVISION: 0	
CHECKED BY: GOREHAM	CREW CHIEF: PETERSON	
DATE: 04-16-2024 JEP	FIELD DATE: 03-15-2024	

CHANDLER arizona

INTRODUCTION AND TENTATIVE ADOPTION OF ORDINANCE NO. 5098 GRANTING A NON-EXCLUSIVE UNDERGROUND HIGH VOLTAGE POWER EASEMENT TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (SRP), IN CONSIDERATION FOR THE PAYMENT OF EIGHTEEN THOUSAND FIVE HUNDRED AND NO/100THS ($18,500.00) DOLLARS, BY AMAZON, TO ACCOMMODATE THE INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS ON THE AMAZON SITE AT 3405 S. MCQUEEN ROAD, CHANDLER, ARIZONA



MEMO NO. RE24-103

SRP EASEMENT

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Real Estate\2024\RE24-103\Ord 5098\Ord 5098\Ord 5098.aprx 4/26/2024 RandyE

EXHIBIT "B"
SRP Easement

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT
Land Department/PAB 10W
P. O. Box 52025
Phoenix, Arizona 85072-2025

EXEMPT PURSUANT TO
A.R.S. §§ 11-1134(A)(2) and (A)(3)

POWER DISTRIBUTION EASEMENT

Maricopa County
Parcel # 303-42-022C
NW ¼, SEC. 14, T02S, R05E

Agt. CLB
Job # LJ97686/T3527218
W *CLB* C JEP
R/W#

THE CITY OF CHANDLER,
an Arizona municipal corporation

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, 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, a non-exclusive easement to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conduits and conductors, pipes, cables, switching equipment, transformers, pad-mounted equipment, enclosures, manholes, vaults, and all other appliances, appurtenances and fixtures (collectively, "Facilities") for the transmission and distribution of electricity, communication signals and data, and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel (defined below), as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of access to and from the Easement Parcel, over, across, through and along Grantor's Property (defined below) (collectively, the "Easement"). Grantee is hereby authorized to permit others to use the Easement for additional Facilities jointly with or separately from the Grantee for their purposes.

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:

Grantor's Property:

A portion of the Northwest quarter of Section 14, Township 02 South, Range 05 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described in WARRANTY DEED Instrument 2006-0626729 records of Maricopa County, Arizona.

Easement Parcel:

See Exhibit "A" Attached Hereto and Made a Part Hereof

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et seq., Arizona Blue Stake Law, prior to any excavation.

The Easement is governed by the following terms and conditions:

1. Modification of Easement Parcel. Grantor acknowledges that field conditions may result in the Facilities being installed within Grantor's Property in a location that is not within the Easement Parcel. Promptly after discovering the construction or installation of any Facilities outside of the Easement Parcel, Grantee shall obtain Grantor's agreement with and execution of an amendment to this Easement modifying the legal description of the Easement Parcel to reflect the actual location of the Facilities (the "Amendment"). Upon the recordation of the Amendment, such revised legal description shall have the same force and effect, and create the same priority of interest, as if recorded concurrently with this instrument. Grantor may consent to the execution and recordation of the Amendment through the exercise of its sole discretion.

2. Prohibited Activities. Grantor shall not, whether directly or indirectly by granting permission, construct, install, or place any building or other structure, plant any trees, drill any wells, store materials of any kind, or alter the ground level, within the Easement Parcel. This paragraph 2 does not prohibit the use of the Easement Parcel for such purposes as landscaping (except trees), paved parking, sidewalks and/or driveways, provided that such use is otherwise in accordance with the terms of this Easement, and does not interfere with the efficient operation and maintenance of the Facilities, including access thereto. To obtain clarification as to whether or not a particular construction activity is prohibited by the first sentence of this paragraph 2, Grantor may request Grantee's prior written approval to grade or install improvements ("Work") within the Easement Parcel by submitting all construction, grading, or other development plans, as applicable, describing the proposed Work. Grantee may grant or deny such approval through the exercise of Grantee's sole discretion, provided that Grantee's review and right to approve shall be limited to whether the proposed Work conflicts with the existing Facilities, including access thereto. Any such approval is hereby subject to Grantor complying with all other provisions of this Easement.

3. Clear Areas. Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear area that extends 12.00 feet immediately in front of all transformer and other equipment openings ("Clear Areas"). No improvements, fixtures, trees, shrubs, or other obstructions shall be placed within the Clear Areas. Grantee shall have the right (but not the obligation) to remove any obstructions within the Clear Areas.

4. 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 or the Clear Areas, whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. Grantor agrees that any fences or walls which now cross or hereafter cross Grantor's Property will not prevent Grantee's access to the Easement Parcel or the Facilities. Grantor further agrees that Grantee can use gates on all such fences or walls for such access.

5. 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 acknowledge 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 Parcel within a reasonable time subsequent to such abandonment.

6. 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.

7. 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.

8. Private Use. The provisions of this instrument are not intended to and do not constitute a public utility easement or any other grant, dedication, or conveyance for public use of the Easement Parcel.

9. Warranty of Title. Grantor represents and warrants that: (i) fee simple title to the Grantor's Property and Easement Parcel is vested in Grantor, and (ii) Grantor has full power and authority to grant the Easement and to perform its obligations under this instrument.

10. Authority to Bind Grantor. The individual executing this instrument represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor, and (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association, or other person or entity).

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IN WITNESS WHEREOF, **THE CITY OF CHANDLER, an Arizona municipal corporation** has caused its name to be executed by its duly authorized representative(s), this _____ day of _____, _____.

THE CITY OF CHANDLER,
an Arizona municipal corporation

By _____

Its _____

By _____

Its _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____ and _____, as _____ and _____, respectively, of **THE CITY OF CHANDLER, an Arizona municipal corporation** on behalf of such corporation.

_____
Notary Public

APPROVED AS TO FORM

_____
CITY ATTORNEY

_____
My Commission Expires

Legal Approved Form_03-10-2023_mcm

EXHIBIT "A"

SRP JOB NUMBER: T3527218 **DATE: 04-16-2024**
SRP JOB NAME: AMAZON DPX7 EV PRIMARY METER
TTRRSS: 02S05E14

AN EASEMENT WITHIN A PARCEL OF LAND AS DESCRIBED IN DOCUMENT 2006-0626729 MARICOPA COUNTY RECORDER (MCR) LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14, BEING A BRASS CAP FLUSH, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 14, BEING A BRASS CAP FLUSH, BEARS NORTH 88 DEGREES 49 MINUTES 55 SECONDS EAST, A DISTANCE OF 2647.39 FEET (**BASIS OF BEARINGS**);

THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14, NORTH 88 DEGREES 49 MINUTES 55 SECONDS EAST, A DISTANCE OF 603.34 FEET TO THE NORTHWEST CORNER OF SAID PARCEL;

THENCE SOUTH 51 DEGREES 10 MINUTES 58 SECONDS EAST, A DISTANCE OF 124.50 FEET TO THE SOUTH LINE OF AN SALT RIVER PROJECT (SRP) EASEMENT AS DESCRIBED IN DOCUMENT 2011-0448954 MCR AND THE **POINT OF BEGINNING**;

THENCE ALONG THE SOUTH LINE OF SAID SRP EASEMENT, NORTH 88 DEGREES 49 MINUTES 55 SECONDS EAST, A DISTANCE OF 8.00 FEET TO THE NORTHWEST CORNER OF AN 8.00 FOOT SRP EASEMENT AS DESCRIBED IN DOCUMENT 2011-0448956 MCR;

THENCE ALONG THE WESTERLY LIMITS OF SAID SRP EASEMENT, SOUTH 01 DEGREES 09 MINUTES 57 SECONDS EAST, A DISTANCE OF 28.51 FEET;

THENCE ALONG THE SOUTHERLY LIMITS OF SAID SRP EASEMENT, NORTH 88 DEGREES 49 MINUTES 55 SECONDS EAST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 39 DEGREES 35 MINUTES 14 SECONDS WEST, A DISTANCE OF 12.25 FEET;

THENCE SOUTH 01 DEGREES 09 MINUTES 57 SECONDS EAST, A DISTANCE OF 62.45 FEET;

THENCE NORTH 88 DEGREES 50 MINUTES 03 SECONDS EAST, A DISTANCE OF 86.00 FEET;

THENCE SOUTH 01 DEGREES 09 MINUTES 57 SECONDS EAST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 88 DEGREES 50 MINUTES 03 SECONDS WEST, A DISTANCE OF 86.00 FEET;

THENCE SOUTH 01 DEGREES 09 MINUTES 57 SECONDS EAST, A DISTANCE OF 34.03 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, AND HAVING A RADIUS OF 350.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 52 DEGREES 59 MINUTES 00 SECONDS, AN ARC LENGTH OF 323.66 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10 DEGREES 25 MINUTES 03 SECONDS, FOR AN ARC LENGTH OF 85.46 FEET;

THENCE SOUTH 49 DEGREES 05 MINUTES 16 SECONDS EAST, A DISTANCE OF 86.00 FEET;

THENCE SOUTH 40 DEGREES 54 MINUTES 44 SECONDS WEST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 49 DEGREES 05 MINUTES 16 SECONDS WEST, A DISTANCE OF 6.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 390.00 FEET WHICH BEARS SOUTH 49 DEGREES 40 MINUTES 31 SECONDS EAST;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 41 DEGREES 34 MINUTES 37 SECONDS, FOR AN ARC LENGTH OF 283.01 FEET;

THENCE SOUTH 01 DEGREES 15 MINUTES 09 SECONDS EAST, A DISTANCE OF 6.88 FEET TO THE SOUTHERLY BOUNDARY OF SAID PARCEL;

THENCE ALONG SAID SOUTHERLY BOUNDARY, SOUTH 88 DEGREES 45 MINUTES 09 SECONDS WEST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 01 DEGREES 15 MINUTES 09 SECONDS WEST, A DISTANCE OF 6.88 FEET TO THE BEGINNING OF CURVE, CONCAVE EASTERLY, AND HAVING A RADIUS OF 398.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 41 DEGREES 35 MINUTES 20 SECONDS, FOR AN ARC LENGTH OF 288.89 FEET;

THENCE NORTH 49 DEGREES 05 MINUTES 16 SECONDS WEST, A DISTANCE OF 80.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 478.00 FEET WHICH BEARS SOUTH 49 DEGREES 34 MINUTES 31 SECONDS EAST;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 11 DEGREES 23 MINUTES 05 SECONDS, FOR AN ARC LENGTH OF 94.98 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 342.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 52 DEGREES 59 MINUTES 00 SECONDS, FOR AN ARC LENGTH OF 316.26 FEET;

EXHIBIT "A"

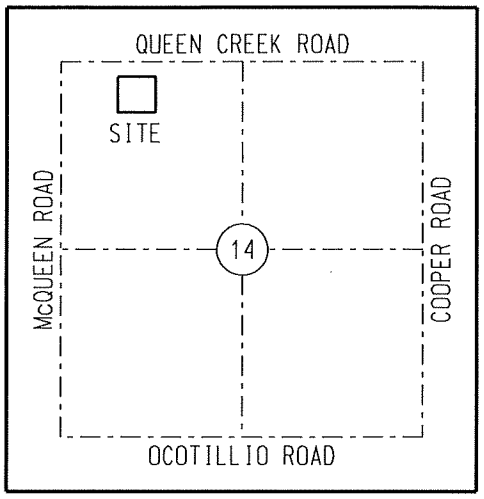
SRP JOB NUMBER: T3527218 **DATE: 04-16-2024**
SRP JOB NAME: AMAZON DPX7 EV PRIMARY METER **PAGE: 3 OF 9**
TTRRSS: 02S05E14

THENCE NORTH 01 DEGREES 09 MINUTES 57 SECONDS WEST, A DISTANCE OF 142.27 FEET TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS AN AREA OF 8207.80 SQUARE FEET, OR 0.20 ACRE, MORE OR LESS.

END OF DESCRIPTION

EXHIBIT "A"



VICINITY MAP (NTS)
T2S, R5E
G&SRM

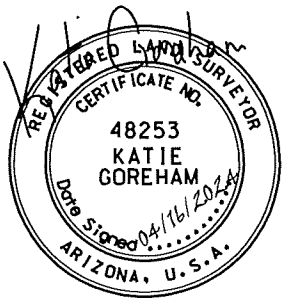
LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- LIMITS OF EASEMENT
- EXISTING EASEMENT
- TIE LINE
- SECTION CORNER AS NOTED

ABBREVIATION TABLE

APN	ASSESSOR'S PARCEL NUMBER
LVI	LAST VISUAL INSPECTION
(M)	MEASURED
MCR	MARICOPA COUNTY RECORDER
NTS	NOT TO SCALE
SRP	SALT RIVER PROJECT

BASIS OF BEARINGS:
BASED ON THE MARICOPA COUNTY
LOW DISTORTION PROJECTION
COORDINATE SYSTEM.



CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

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.

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

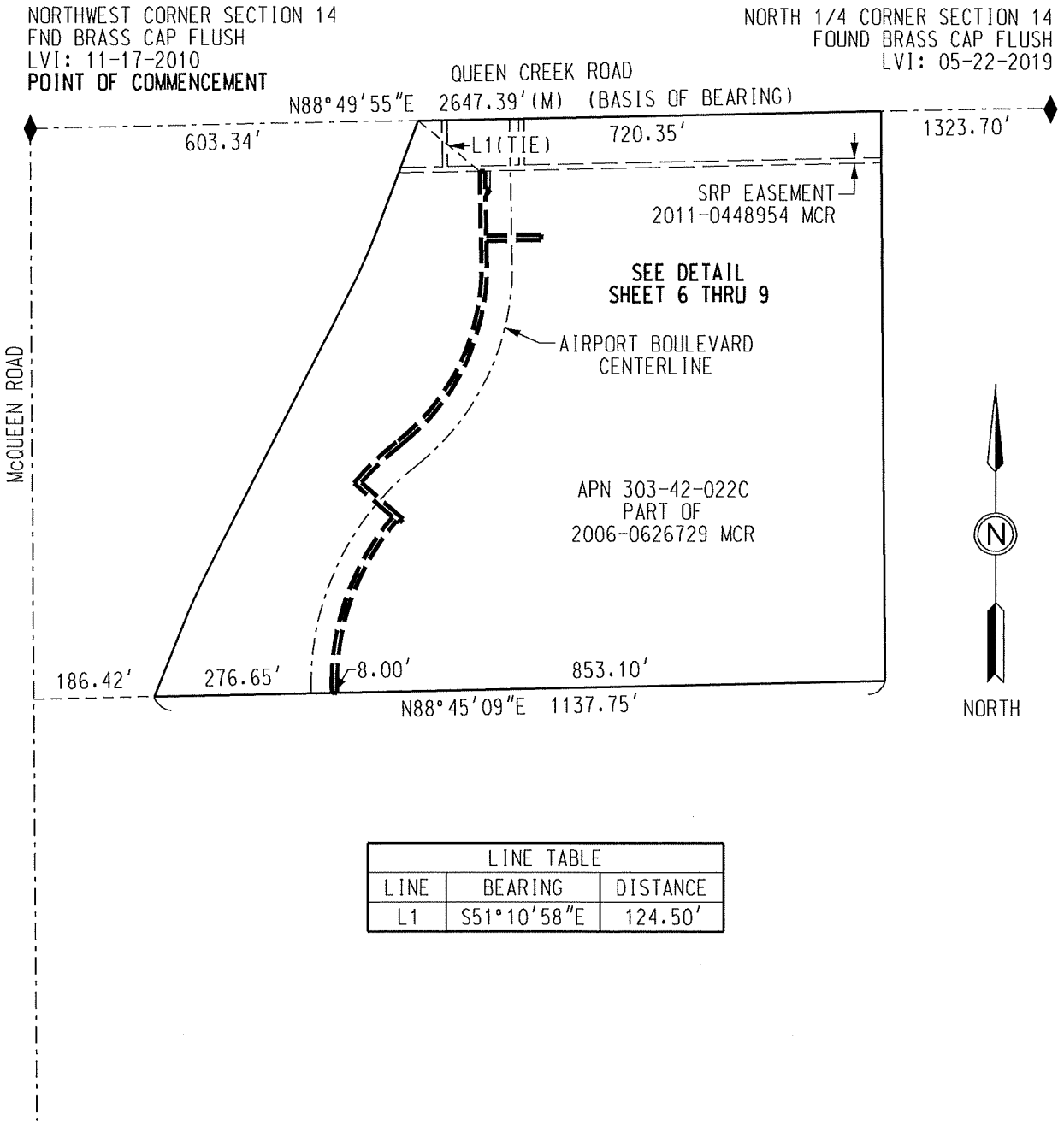
SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

SURVEY DIVISION
LAND DEPARTMENT

I.O. NUMBER: T3527218	SCALE: NTS
L.J. NUMBER: 97686	SHEET: 4 OF 9
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"
DRAWN: TODARO	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: PETERSON
DATE: 04-16-2024 JEP	FIELD DATE: 03-15-2024

AMAZON DPX7 EV PRIMARY METER
NW 1/4 SECTION 14
T.2 S., R.5 E.
8.1 SOUTH - 28.1 EAST

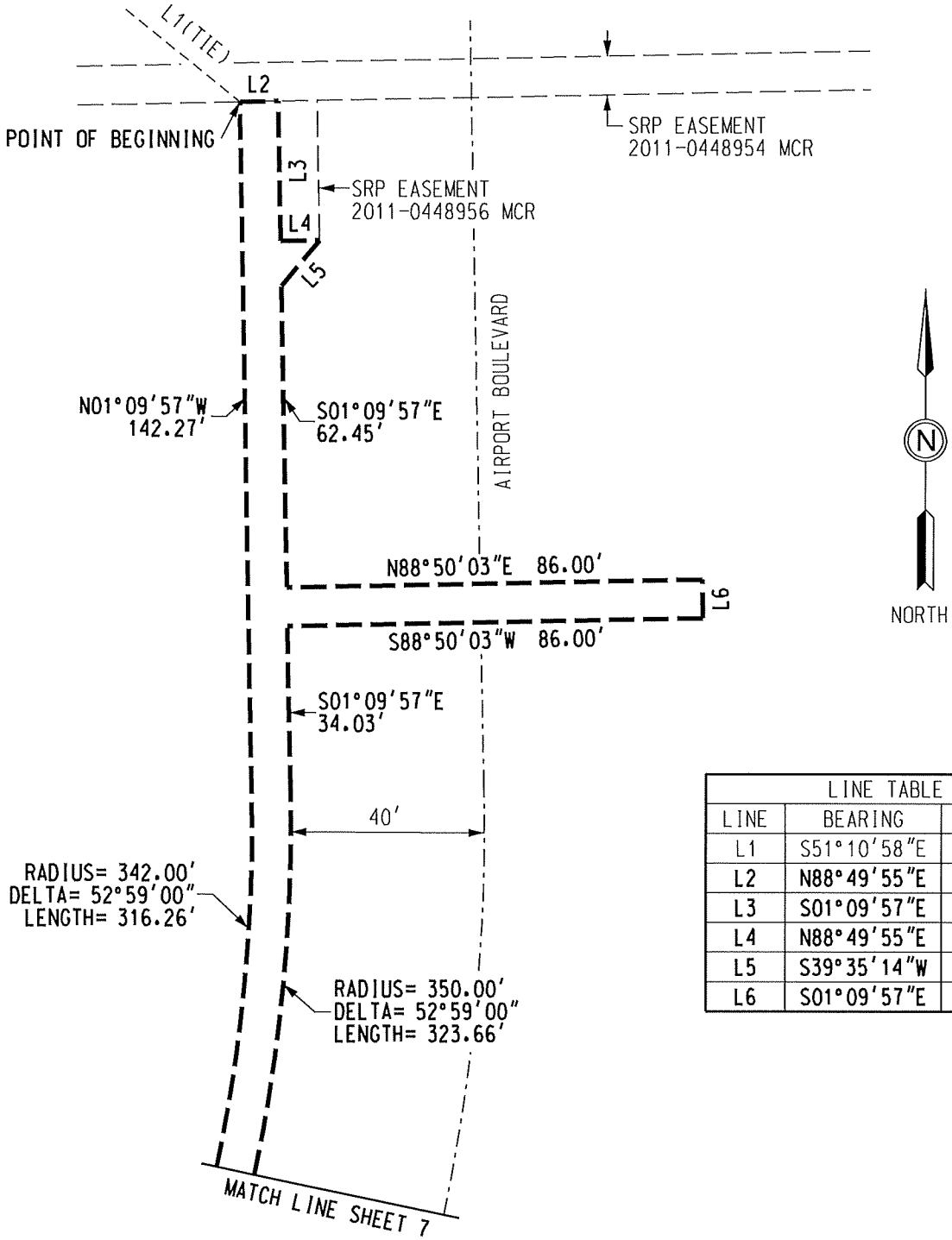
EXHIBIT "A"



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S51°10'58"E	124.50'

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SURVEY DIVISION LAND DEPARTMENT
I.O. NUMBER: T3527218	SCALE: NTS	AMAZON DPX7 EV PRIMARY METER NW 1/4 SECTION 14 T.2 S., R.5 E. 8.1 SOUTH - 28.1 EAST
L.J. NUMBER: 97686	SHEET: 5 OF 9	
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"	
DRAWN: TODARO	REVISION: 0	
CHECKED BY: GOREHAM	CREW CHIEF: PETERSON	
DATE: 04-16-2024 JEP	FIELD DATE: 03-15-2024	

EXHIBIT "A"



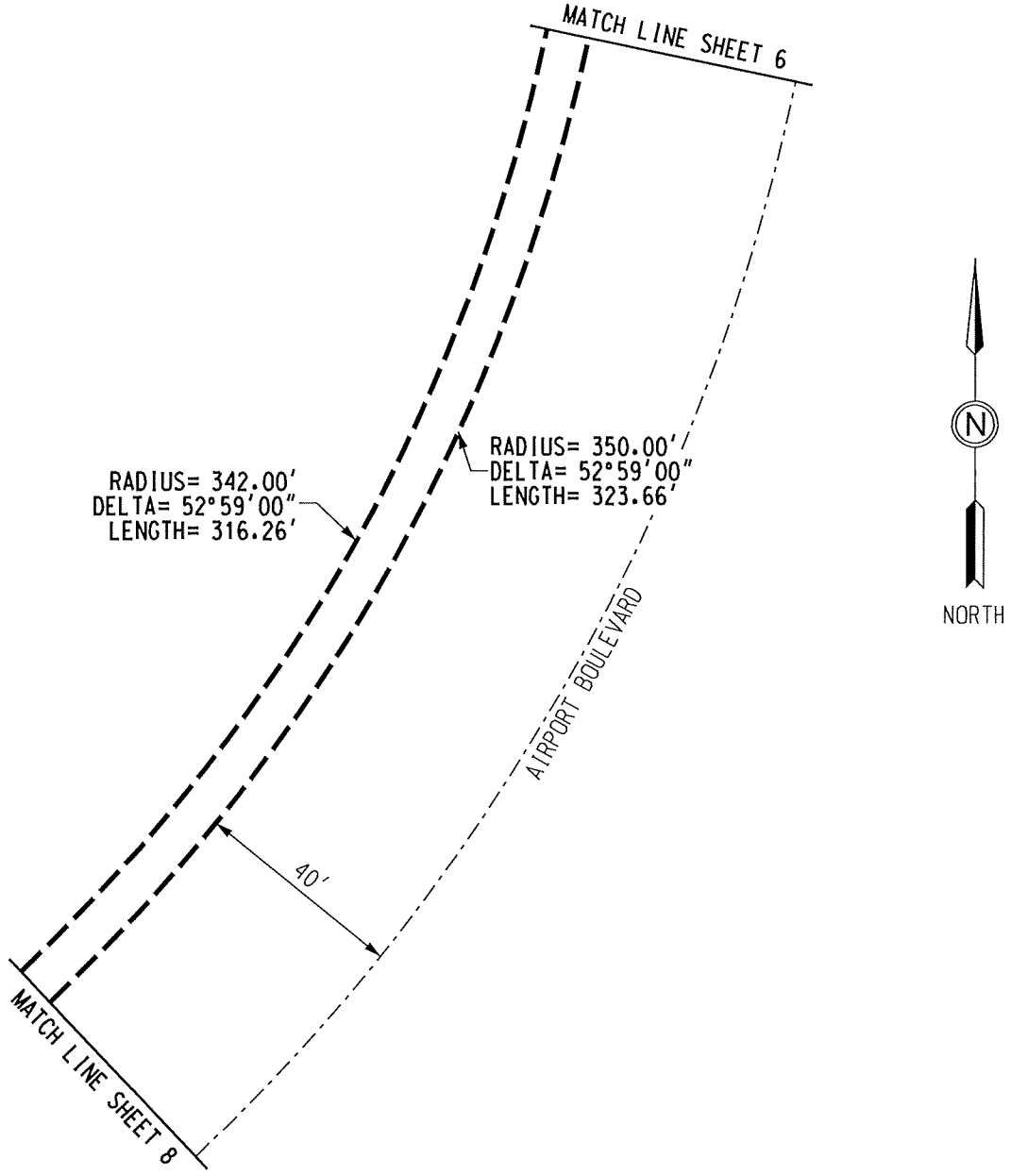
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S51°10'58"E	124.50'
L2	N88°49'55"E	8.00'
L3	S01°09'57"E	28.51'
L4	N88°49'55"E	8.00'
L5	S39°35'14"W	12.25'
L6	S01°09'57"E	8.00'

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
I.O. NUMBER: T3527218	SCALE: NTS
L.J. NUMBER: 97686	SHEET: 6 OF 9
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"
DRAWN: TODARO	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: PETERSON
DATE: 04-16-2024 JEP	FIELD DATE: 03-15-2024

SURVEY DIVISION
LAND DEPARTMENT

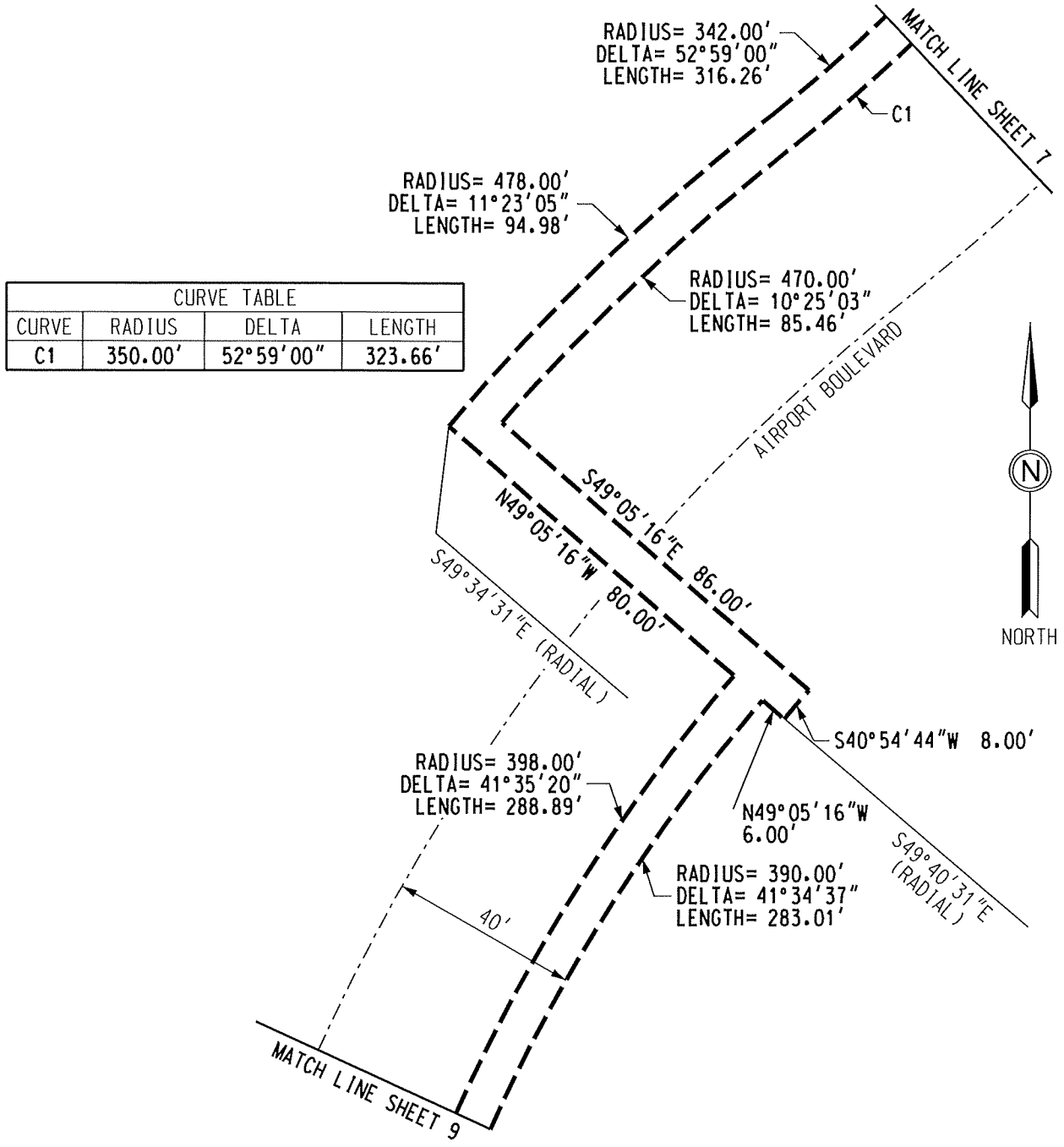
AMAZON DPX7 EV
PRIMARY METER
NW 1/4 SECTION 14
T.2 S., R.5 E.
8.1 SOUTH - 28.1 EAST

EXHIBIT "A"



SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SURVEY DIVISION LAND DEPARTMENT
I.O. NUMBER: T3527218	SCALE: NTS	AMAZON DPX7 EV PRIMARY METER NW 1/4 SECTION 14 T.2 S., R.5 E. 8.1 SOUTH - 28.1 EAST
L.J. NUMBER: 97686	SHEET: 7 OF 9	
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"	
DRAWN: TODARO	REVISION: 0	
CHECKED BY: GOREHAM	CREW CHIEF: PETERSON	
DATE: 04-16-2024 JEP	FIELD DATE: 03-15-2024	

EXHIBIT "A"



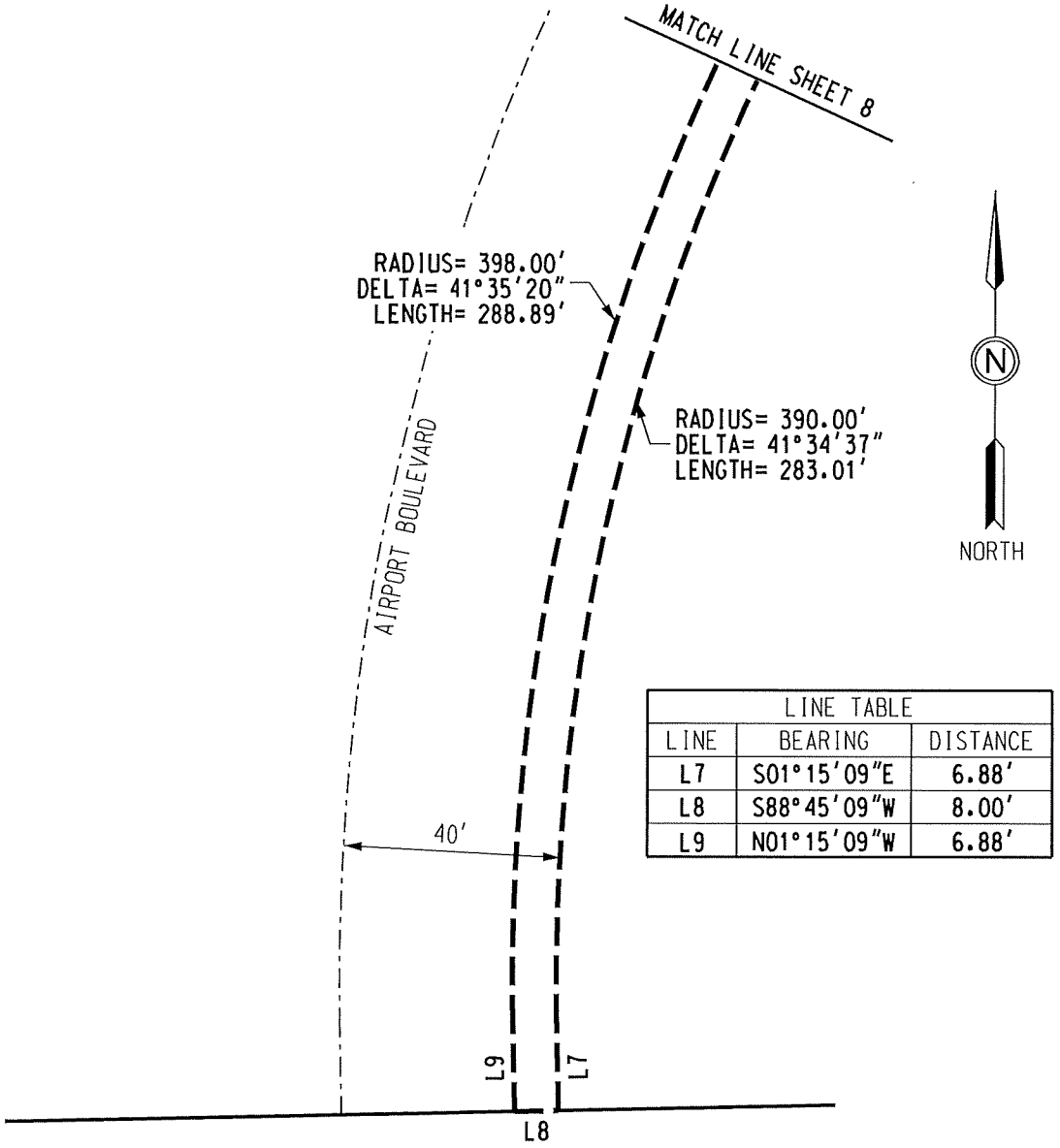
CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	350.00'	52°59'00"	323.66'

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
I.O. NUMBER: T3527218	SCALE: NTS
L.J. NUMBER: 97686	SHEET: 8 OF 9
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"
DRAWN: TODARO	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: PETERSON
DATE: 04-16-2024 JEP	FIELD DATE: 03-15-2024

SRP SURVEY DIVISION
LAND DEPARTMENT

AMAZON DPX7 EV
PRIMARY METER
NW 1/4 SECTION 14
T.2 S., R.5 E.
8.1 SOUTH - 28.1 EAST

EXHIBIT "A"



LINE TABLE		
LINE	BEARING	DISTANCE
L7	S01°15'09"E	6.88'
L8	S88°45'09"W	8.00'
L9	N01°15'09"W	6.88'

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SURVEY DIVISION LAND DEPARTMENT
I.O. NUMBER: T3527218	SCALE: NTS	AMAZON DPX7 EV PRIMARY METER NW 1/4 SECTION 14 T.2 S., R.5 E. 8.1 SOUTH - 28.1 EAST
L.J. NUMBER: 97686	SHEET: 9 OF 9	
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"	
DRAWN: TODARO	REVISION: 0	
CHECKED BY: GOREHAM	CREW CHIEF: PETERSON	
DATE: 04-16-2024 JEP	FIELD DATE: 03-15-2024	

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** RE24-105

Date: June 13, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Daniel Haskins, Capital Projects Division Manager
From: Erich Kuntze, Real Estate Administrator
Subject: Introduction of Ordinance No. 5100 Authorizing a Contract and Grant of Easement with the United States of America for Irrigation Facilities Located at the Northwest Corner of Dobson Road and Pecos Road

---

Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 5100 authorizing the City of Chandler to enter into a Contract and Grant of Easement with the United States of America for irrigation facilities located at the northwest corner of Dobson Road and Pecos Road in consideration for payment of the market value of the property from CRP/Sparrow Chandler Owner, LLC.

Background:

The city has been working with developer CRP/Sparrow Chandler Owner, LLC ("Sparrow"), for several years on the development of their project located at the northwest corner of Dobson and Pecos roads. During this time, Sparrow learned that the United States Bureau of Reclamation ("United States") owns irrigation facilities along the north side of Pecos Road, and in order to complete their project and receive a final certificate of occupancy, Sparrow would need to relocate the irrigation facilities as well as complete off-site improvements to Pecos Road.

In order to finalize this process, the United States is asking the city to enter into a Contract and Grant of Easement ("Contract") providing for the relocation of the irrigation facilities and granting an easement over approximately 838 square feet of city land to the United States. The Contract also provides for the exchange of some of the existing United States land to the adjacent property owner. Sparrow

has agreed to pay the city the market value of the property as consideration for granting the easement to the United States in order to facilitate their development. This amount is based upon the estimated market value of the city's property.

The city is withholding delivery of the final certificate of occupancy to Sparrow pending completion of off-site improvements by Sparrow pursuant to a deferral agreement entered into by Sparrow and the city in 2023. The easement granted by this ordinance will allow Sparrow to commence construction of its off-site improvements to Pecos Road, which were delayed because of the need to get approval from the United States Bureau of Reclamation.

Staff has reviewed and approved the contract, easement, property valuation, and legal descriptions.

Financial Implications:

The city will receive payment for the easement area based upon market value of the property.

Attachments

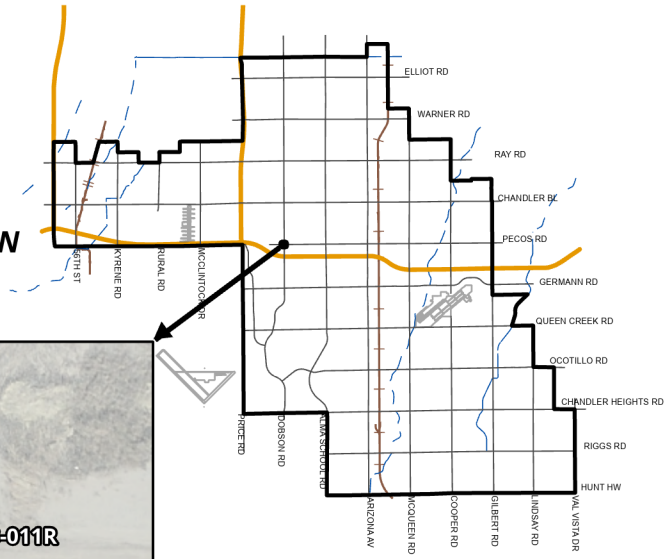
Location Map

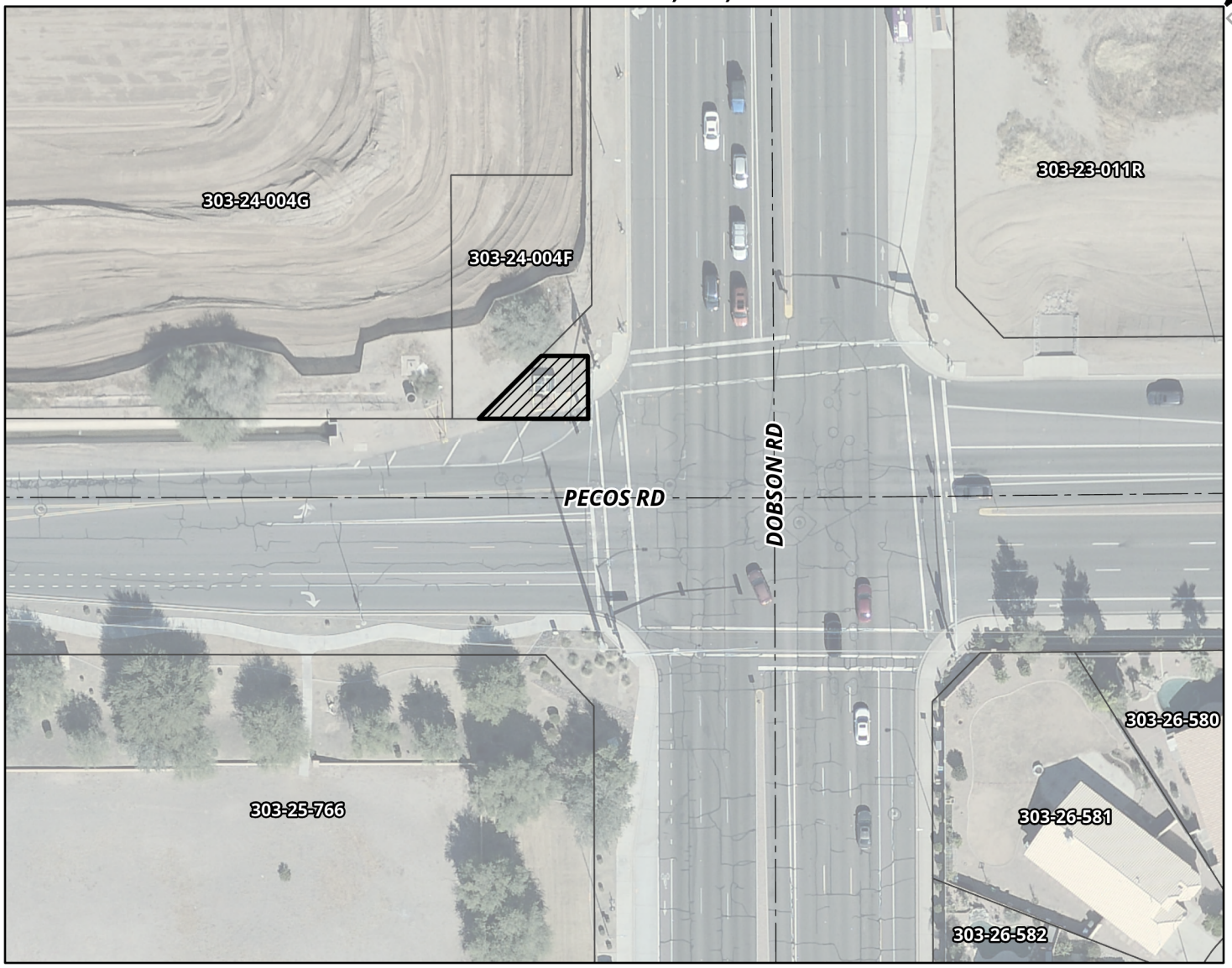
Ordinance No. 5100

Exhibit B - Contract and Grant of Easement

CHANDLER arizona

ORDINANCE NO. 5100 AUTHORIZONG THE CITY OF CHANDLER ("CITY") TO ENTER INTO A CONTRACT AND GRANT OF EASEMENT ("CONTRACT") WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR AND BUREAU OF RECLAMATION ("UNITED STATES") WHEREIN THE CITY SHALL GRANT AN EASEMENT FOR IRRIGATION FACILITIES TO THE UNITED STATES ON APPROXIMATELY 838 SQUARE FEET OF LAND LOCATED AT THE NORTHWEST CORNER OF DOBSON ROAD AND PECOS ROAD IN CONSIDERATION FOR PAYMENT OF THE MARKET VALUE FOR THE PROPERTY BY CRP/SPARROW CHANDLER OWNER, LLC, TO THE CITY OF CHANDLER





MEMO NO. RE24-105

ORDINANCE NO. 5100

IRRIGATION EASEMENT

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Real Estate\2024\RE24-105\RE24_105\RE24_105.aprx 5/3/2024 MaricelaH

ORDINANCE NO. 5100

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA AUTHORIZING THE CITY OF CHANDLER TO ENTER INTO A CONTRACT AND GRANT OF EASEMENT WITH THE UNITED STATES OF AMERICA WHEREIN THE CITY WILL GRANT AN EASEMENT FOR IRRIGATION FACILITIES ON LAND LOCATED AT THE NORTHWEST CORNER OF DOBSON ROAD AND PECOS ROAD IN CONSIDERATION FOR PAYMENT OF THE MARKET VALUE OF THE PROPERTY FROM CRP/SPARROW CHANDLER OWNER, LLC.

WHEREAS, CRP/Sparrow Chandler Owner, LLC, a Delaware limited liability company ("Sparrow") is developing an apartment project at the northwest corner of Dobson and Pecos roads; and

WHEREAS, in order to accommodate the development and satisfy the deferral agreement entered into between Sparrow and the City in 2023, it is necessary for Sparrow to relocate a portion of existing irrigation facilities that are owned by the United States Department of the Interior, Bureau of Reclamation ("United States") onto approximately 838 square feet of land owned by the City at the northwest corner of Dobson and Pecos roads (the "Property"); and

WHEREAS, the City is willing to enter into a Contract and Grant of Easement ("Contract") with the United States for this purpose; and

WHEREAS, in consideration for the City granting the easement to the United States, Sparrow will pay the City market value of the easement on the Property.

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

Section 1. That the City Council of the City of Chandler, Arizona, in consideration for Sparrow's payment of market value for the easement on the Property, authorizes and approves entering into the Contract with the United States granting an easement under and across that certain property legally described and depicted in Exhibit "A" attached hereto and made a part hereof by this reference.

Section 2. That the Contract shall be in a form approved by the City Attorney and substantially as attached hereto as Exhibit "B."

Section 3. That the Mayor of the City of Chandler, Arizona, is hereby authorized to execute the Contract and this Ordinance and the City Manager, or designee, is authorized to execute all other documents necessary or appropriate to carry out the purposes of this Ordinance on behalf of the City.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this _____ day of _____ 2024.

ATTEST:

_____ _____
CITY CLERK MAYOR

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona, this _____ day of _____, 2024.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5100 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2024, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM

_____
CITY ATTORNEY
DMG

Published in the Arizona Republic on:

EXHIBIT "A"
Legal Description

EXHIBIT "A"
DESCRIPTION OF REAL ESTATE IN
MARICOPA COUNTY, STATE OF ARIZONA

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP ONE (1) SOUTH, RANGE FIVE (5) EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION THIRTY-ONE (31), FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION THIRTY-ONE (31) BEARS NORTH 89 DEGREES 57 MINUTES 33 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 2644.12 FEET;

THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 76.99 FEET;

THENCE NORTH 00 DEGREES 02 MINUTES 27 SECONDS EAST, A DISTANCE OF 33.00 FEET TO THE **POINT OF BEGINNING;**

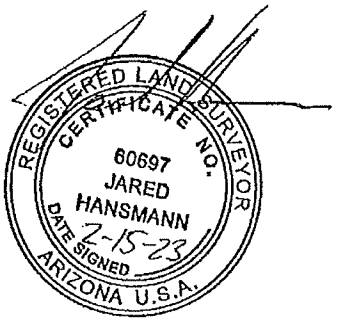
THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS WEST, A DISTANCE OF 45.26 FEET;

THENCE NORTH 44 DEGREES 50 MINUTES 10 SECONDS EAST, A DISTANCE OF 36.61 FEET;

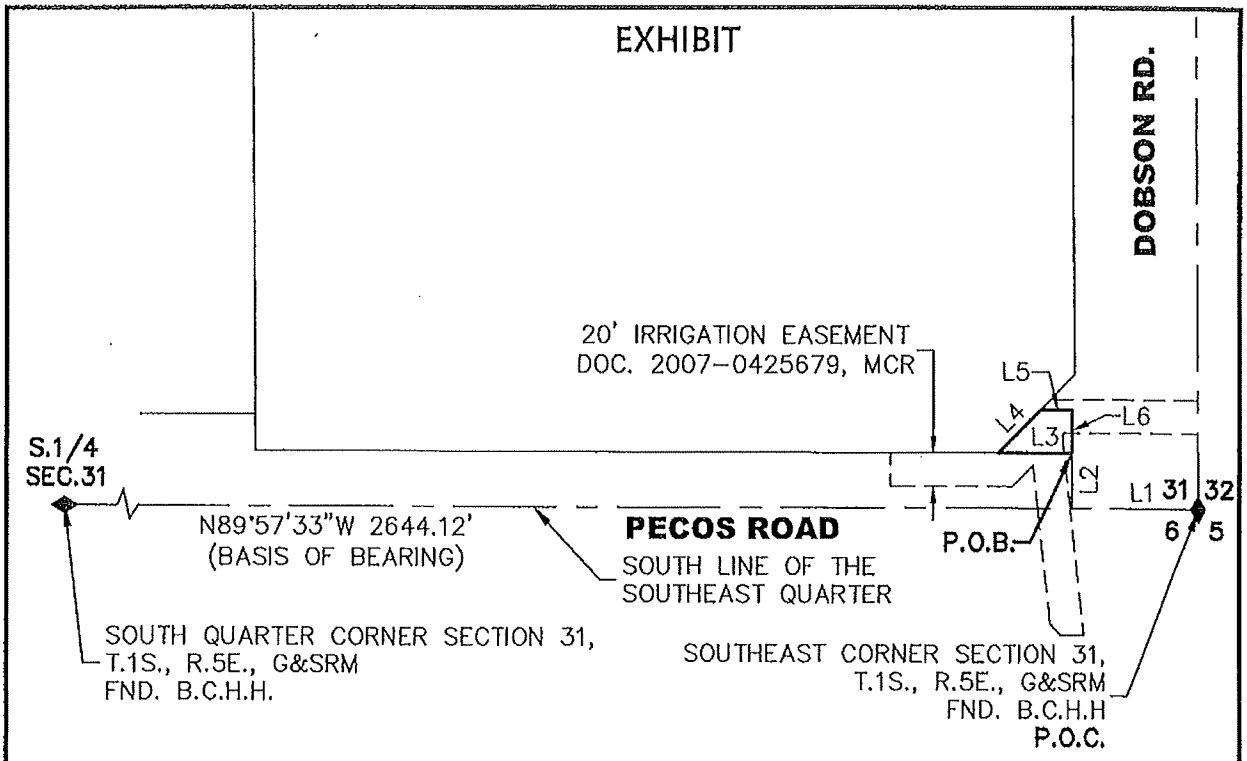
THENCE SOUTH 89 DEGREES 55 MINUTES 38 SECONDS EAST, A DISTANCE OF 19.28 FEET;

THENCE SOUTH 00 DEGREES 22 MINUTES 06 SECONDS EAST, A DISTANCE OF 25.97 FEET TO THE **POINT OF BEGINNING.**

SAID PARCEL OF LAND CONTAINS 838 SQUARE FEET OR 0.02 ACRE, MORE OR LESS.



EXHIBIT



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N89°57'33"W	76.99'
L2	N00°02'27"E	33.00'
L3	N89°57'33"W	45.26'
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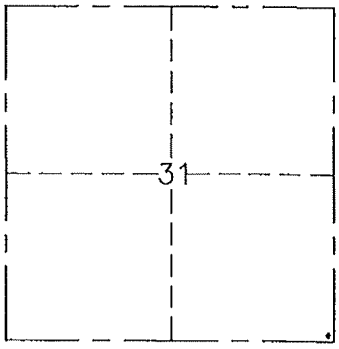
L5	S89°55'38"E	19.28'
L6	S00°22'06"E	25.97'



VICINITY MAP
2"=1 MILE
SEC. 31,
T.1S., R.5E.
G&SRM

NTS

RICK ENGINEERING COMPANY
22425 N 16TH STREET SUITE #1
PHOENIX, AZ 85024
480.922.0780
rickengineering.com
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

PROPOSED USA EASEMENT
CITY OF CHANDLER

DRAWING:	RW ESMT R2.DWG		
JOB#	P5685	SCALE: NTS	SHT: 1 OF 1
DRAFTER:	DSR	CHK: JH	DATE: 2/15/23

EXHIBIT "B"
Contract and Grant of Easement

Contract No. 24-LE-32-4389
Case No. 22-029

Exempt per A.R.S. § 11-1134 A.3.

ORIGINAL

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

SALT RIVER PROJECT

CONTRACT AND GRANT OF EASEMENT

THIS CONTRACT AND GRANT OF EASEMENT, made this _____ day of _____, _____, pursuant to the Reclamation Act of June 17, 1902 (32 Stat. 388), the Reclamation Project Act of 1939 (53 Stat. 1187), and all acts amendatory thereof or supplementary thereto, between the **UNITED STATES OF AMERICA**, hereinafter referred to as "United States," and the **City of Chandler, an Arizona municipal corporation,** hereinafter referred to as "Grantor."

WITNESSETH:

That the Salt River Project Agricultural Improvement and Power District (SRP), an agricultural improvement district organized and existing under the laws of the State of Arizona, intends to

relocate a portion of a federal irrigation facility acquired for a project purpose to a piped irrigation facility at a new location; and,

WHEREAS, the United States owns a real property interest along the existing irrigation facility, and Grantor owns the fee title to the real property onto which the irrigation facility will be relocated; and,

WHEREAS, Grantor intends to grant to the United States and its assigns that certain real property interest needed for the relocated facility, in exchange for the United States' release of that portion of its existing real property interest no longer needed for project purposes, and for the purpose of benefitting future development of the real property; and,

WHEREAS, the United States will release its interest, if any, in and to the real property interest no longer needed by Contract No. 24-LE-32-4391 to **CRP/Sparrow Chandler Owner, LLC, a Delaware limited liability company**, and all other owners of record of the underlying fee title.

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties agree to the following grant and mutual covenants:

1. Grantor does hereby grant, with general warranty of title, unto the United States of America and its assigns a perpetual easement to construct, reconstruct, operate and maintain certain water distribution system pipelines, as part of the Salt River Project water distribution system, and such structures, installations and facilities used in the construction, reconstruction, operation and

maintenance of said water distribution system, across certain land situated in the County of Maricopa, State of Arizona, and more fully described in Exhibit "A" attached hereto and by this reference made part hereof.

2. The grant of easement herein contained shall include the perpetual right of ingress and egress over said premises to construct, reconstruct, operate, maintain, enlarge, improve, relocate, remove, repair and renew said water distribution system, together with the present and future right to clear said right-of-way to the extent deemed necessary by the United States to protect the rights and privileges herein granted.

3. The United States, its successors and assigns, may hold such easement forever for all purposes consistent with the water distribution feature of Salt River Project, or any changes, or additions or modifications that may hereafter be made therein, and the United States, its successors and assigns, will have the perpetual right to take and use materials, as well as all of the rights incident to such water distribution feature, or any changes, additions, or modifications thereof over, upon or across said right-of-way described in Exhibit "A".

4. The Grantor hereby ratifies and affirms the right of the United States, its permittees, successors or assigns, to construct, reconstruct, operate, maintain, enlarge, improve, relocate, remove, repair and renew, together with the right of access thereto for such purposes, at any time and from time to time, a water conduit and related facilities, consisting of one or more canals, pipelines, laterals, markers, air valves, manholes, valves, meters, surge control devices, buried communication conduits, and all other fixtures, devices and appurtenances related thereto, and to

conduct all related activities in, on, under, and across the land described in Exhibit "A" under the following conditions:

(a) The United States shall have the right to use the subject land for ingress and egress at any time without prior notice, together with the right to use existing or future roadways, lanes and rights-of-way on Grantor's property adjacent thereto, as may be convenient and necessary for the purposes of exercising the rights herein granted. The United States may, at any time, install and/or use gates in any fences which are now or may hereafter be constructed and to trim, cut and clear away trees or brush whenever, in its judgment, the same shall be necessary for the convenient and safe exercise of the rights hereby granted, on said lands described in Exhibit "A", or on such adjoining lands for the purpose of exercising the rights herein granted.

(b) The rights granted to, and exercised by, the United States shall be subject to all existing structures, fencing, canals, ditches, pipelines, roadways, and rights-of-way, and all future uses thereof, including but not limited to the right of the Grantor to use the lands within said parcel for agricultural and other purposes that do not directly or indirectly interfere with or endanger the exercise of the rights of the United States; PROVIDED, HOWEVER, that the Grantor shall clear and keep clear the lands described in Exhibit "A", from explosives, buildings and structures of all kinds or facilities of a permanent nature which directly or indirectly interfere or could interfere with the rights of the United States, and shall not drill any well, install swimming pools, or alter ground level by cut or fill, within the limits of said rights-of-way and the United States shall have the permanent right of exclusive use and possession within the easement.

5. The grant of easement herein contained is subject to easements and rights-of-way existing or

of record in favor of the public or third parties, and subject to any outstanding interest in any and all organic or inorganic substances in or under said land.

6. Grantor warrants that no person or agency has been employed or retained to solicit or secure this grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Grantor for the purpose of securing business.

7. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this grant or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this grant if made with a corporation or company for its general benefit.

8. The provisions of this grant shall obligate and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties to this grant.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

City of Chandler, an Arizona municipal corporation

By: _____

Title: _____

UNITED STATES OF AMERICA

By: _____
Alexander B. Smith
Area Manager
Phoenix Area Office
Bureau of Reclamation

Acting For

APPROVED AS TO FORM

_____
CITY ATTORNEY

DMG

Contract No. 24-LE-32-4389
Case No. 22-029

ACKNOWLEDGMENT

State of Arizona)
) ss.
County of Maricopa)

On this ____ day of_____, _____, before me,

_____, a Notary Public in and for said County and State,

personally appeared _____, _____, on behalf of

the **City of Chandler, an Arizona municipal corporation,** known to me to be the person

described in the foregoing instrument, and acknowledged to me that he/she executed the same in

the capacity therein stated and for the purpose therein contained.

_____
Notary Public in and for
said County and State

Contract No. 24-LE-32-4389
Case No. 22-029

ACKNOWLEDGMENT

State of Arizona)
) **ss.**
County of Maricopa)

On this 17th day of April, 2024, before me, Nicole Quamen-Tinoco, a Notary Public in and for said County and State personally appeared Sean Heath, Acting, Area Manager, Phoenix Area Office, Bureau of Reclamation, Department of the Interior, **UNITED STATES OF AMERICA**, known to me to be the person described in the foregoing instrument, and acknowledged to me that he/she executed the same on behalf of the United States in the capacity therein stated and for the purpose therein contained.

NICOLE QUAMEN-TINOCO
Notary Public - Arizona
Maricopa County
Commission # 653614
My Comm. Expires Aug 13, 2027

Nicole Quamen-Tinoco
Notary Public in and for
said County and State

EXHIBIT "A"
DESCRIPTION OF REAL ESTATE IN
MARICOPA COUNTY, STATE OF ARIZONA

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP ONE (1) SOUTH, RANGE FIVE (5) EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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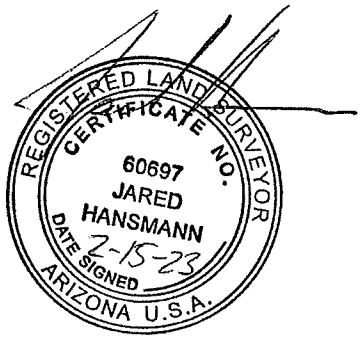
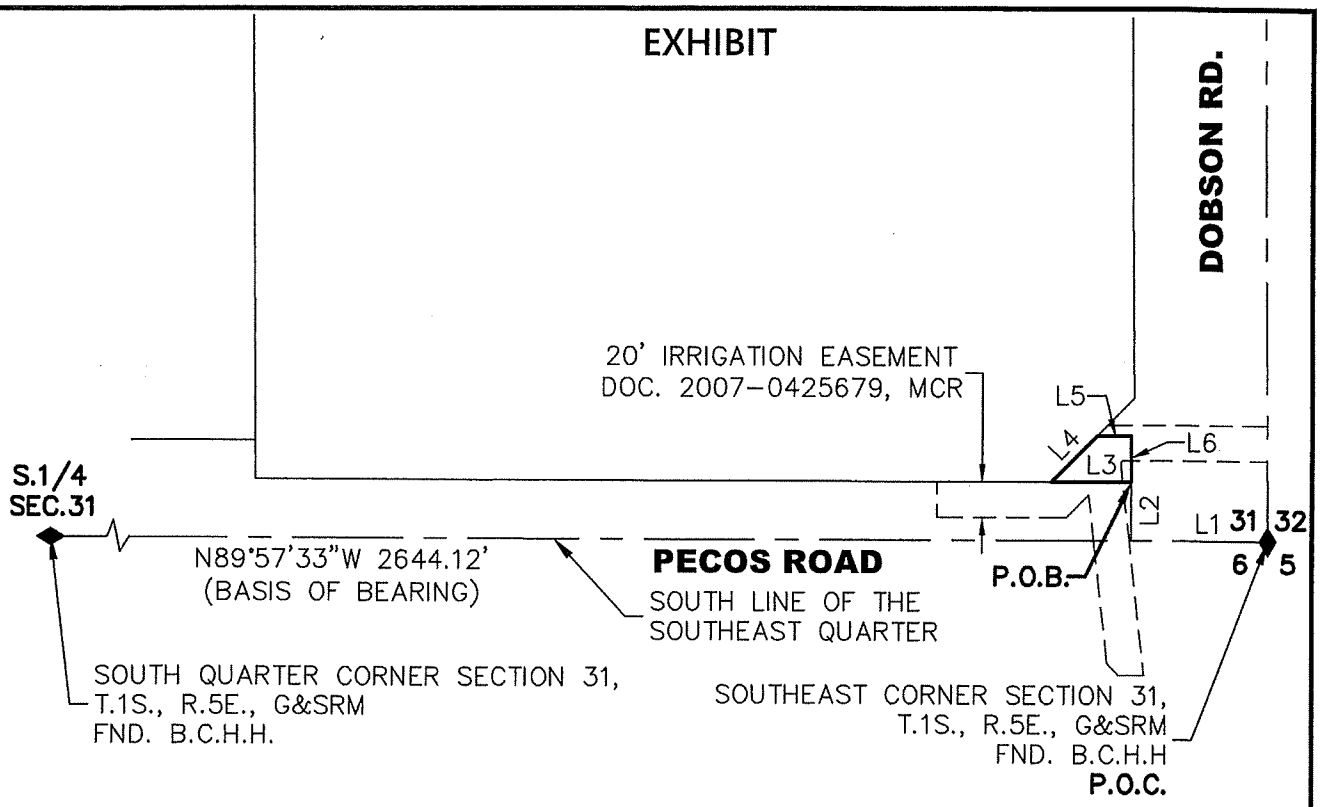


EXHIBIT



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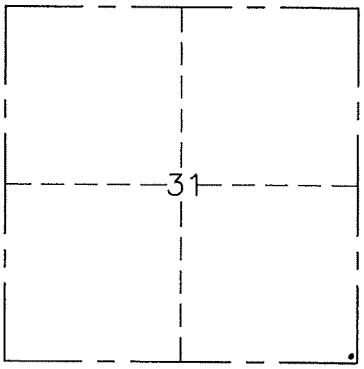


VICINITY MAP
2"=1 MILE
SEC. 31,
T.1S., R.5E.
G&SRM

NTS

RICK ENGINEERING COMPANY
22425 N 16TH STREET SUITE #1
PHOENIX, AZ 85024
480.922.0780
rickengineering.com
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

PROPOSED USA EASEMENT
CITY OF CHANDLER

DRAWING:	RW ESMT R2.DWG		
JOB#	P5685	SCALE: NTS	SHT: 1 OF 1
DRAFTER:	DSR	CHK: JH	DATE: 2/15/23

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. ST24-020

Date: June 13, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: John McFarland, Transportation Manager
Subject: Agreement No. PW0-745-4183, Amendment No. 9, with M.R. Tanner Development and Construction, Inc., for Street Maintenance Repaving, Surface Seal, and Repair Services

---

Proposed Motion:

Move City Council approve Agreement No. PW0-745-4183, Amendment No. 9, with M.R. Tanner Development and Construction, Inc., for street maintenance repaving, surface seal, and repair services, increasing the spending limit by $400,000.

Background/Discussion:

The Transportation Division has an established pavement management restoration and repaving program that addresses the preventative maintenance and rehabilitation needs for the city-maintained roadways. Left untreated, the life expectancy of a newly constructed or re-paved roadway is between 20 and 30 years and is dependent upon a variety of factors, including quality of construction, traffic loads, types of traffic, weather, oxidation, and exposure to sun. The Transportation Division's pavement management restoration and repaving program includes asphalt repaving, surface seals, and repair work on roadway sections that are in need of various preventative maintenance based on a recent roadway assessment of the city's Pavement Quality Index. This agreement will provide asphalt maintenance on approximately 140 lane miles of pavement.

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, 2025, and the current term 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:

Expenditures authorized to date are $31,600,202.17. This amendment increases the appropriation amount to $32,000,202.17.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3310.6513.0.6ST248	General Government Capital Projects	Street Repaving	$400,000	Y

Attachments

Amendment No. 9

DocuSign Envelope ID: 6DE9A13D-19C9-41F6-990E-71FE2AB64913

City Clerk Document No. _____

City Council Meeting Date: June 13, 2024

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. 9 (Amendment No. 9) 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 _____, 2024 (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 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 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. 9 by this reference. Total payments made to the Contractor during the term of this Amendment No. 9 will not exceed $400,000.

DocuSign Envelope ID: 6DE9A13D-19C9-41F6-990E-71FE2AB64913

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. 9 and the Agreement, the terms and conditions in this Amendment No. 9 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: Alan Evans

Its: President

APPROVED AS TO FORM:

By: _____
City Attorney JMB

ATTEST:

By: _____
City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. CP24-151

Date: June 13, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Daniel Haskins, Capital Projects Division Manager
From: Sandra Story, Engineering Project Manager
Subject: Professional Services Agreement No. WA2103.452, Amendment No. 1, with Jacobs Engineering Group, Inc., for the Pecos Surface Water Treatment Plant SCADA Upgrades - Programming

---

Proposed Motion:

Move City Council award Professional Services Agreement No. WA2103.452, Amendment No.1, to Jacobs Engineering Group, Inc., for the Pecos Surface Water Treatment Plant SCADA Upgrades - Programming, increasing the agreement amount by $1,398,805.

Background/Discussion:

The PSWTP, located at 1475 East Pecos Road, was put into service in 1989 and produces drinking water for the city's residents and businesses. The plant's automation technology, commonly called the Supervisory Control and Data Acquisition (SCADA) system, controls and monitors the PSWTP and approximately 50 remote facilities. Operational control for the water system relies heavily on automation to reliably communicate within the PSWTP and remote water facilities. Beyond system control, SCADA also captures numerous data points for system analysis and regulatory reporting. The SCADA system has approximately 3,200 inputs and outputs, otherwise known as I/O. The 2019 SCADA Master Plan identified the need to replace the outdated control system that was installed during the original plant construction with modern technologies, bringing it up to current industry standards.

On August 17, 2023, City Council approved Professional Services Agreement No.

WA2103.452 with Jacobs Engineering Group for the Pecos Surface Water Treatment Plant (PSWTP) SCADA Upgrades Programming Services. Amendment No. 1 is a planned increase to the original contract and includes the programming and commissioning of the SCADA system, training for city operations staff, and development of an Electronic Operations and Maintenance Manual. An additional 726 calendar days have been added, for a revised total of 1,091 calendar days to final completion, following the Notice to Proceed.

Evaluation:

The selection process was conducted in accordance with city policy and procedure and state law for Professional Services. On August 17, 2023, City Council awarded Professional Services Agreement No. WA2103.452, to Jacobs Engineering Group, Inc., for the PSWTP SCADA Upgrades - Programming. Staff reviewed the scope of work, billing rates, and total fee for the project and determined them to be reasonable.

Financial Implications:

Expenditures authorized to date are $2,720,100. Amendment No. 1. increases the appropriation amount to $4,118.905.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
601.3820.6814.6WA210	Water Bonds	Water Treatment Plant Improvements	$1,398,805	Y

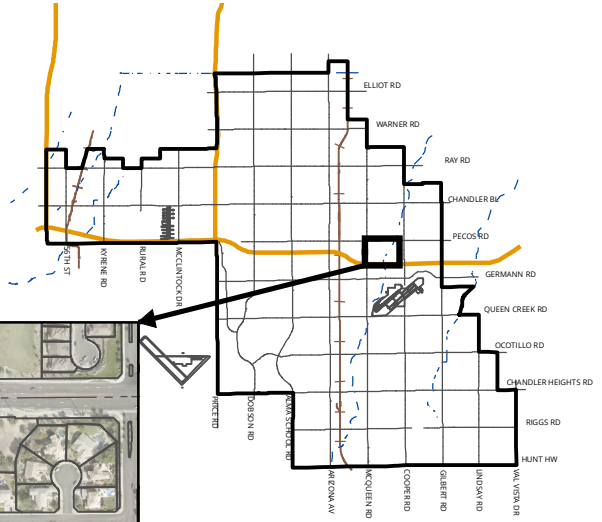
Attachments

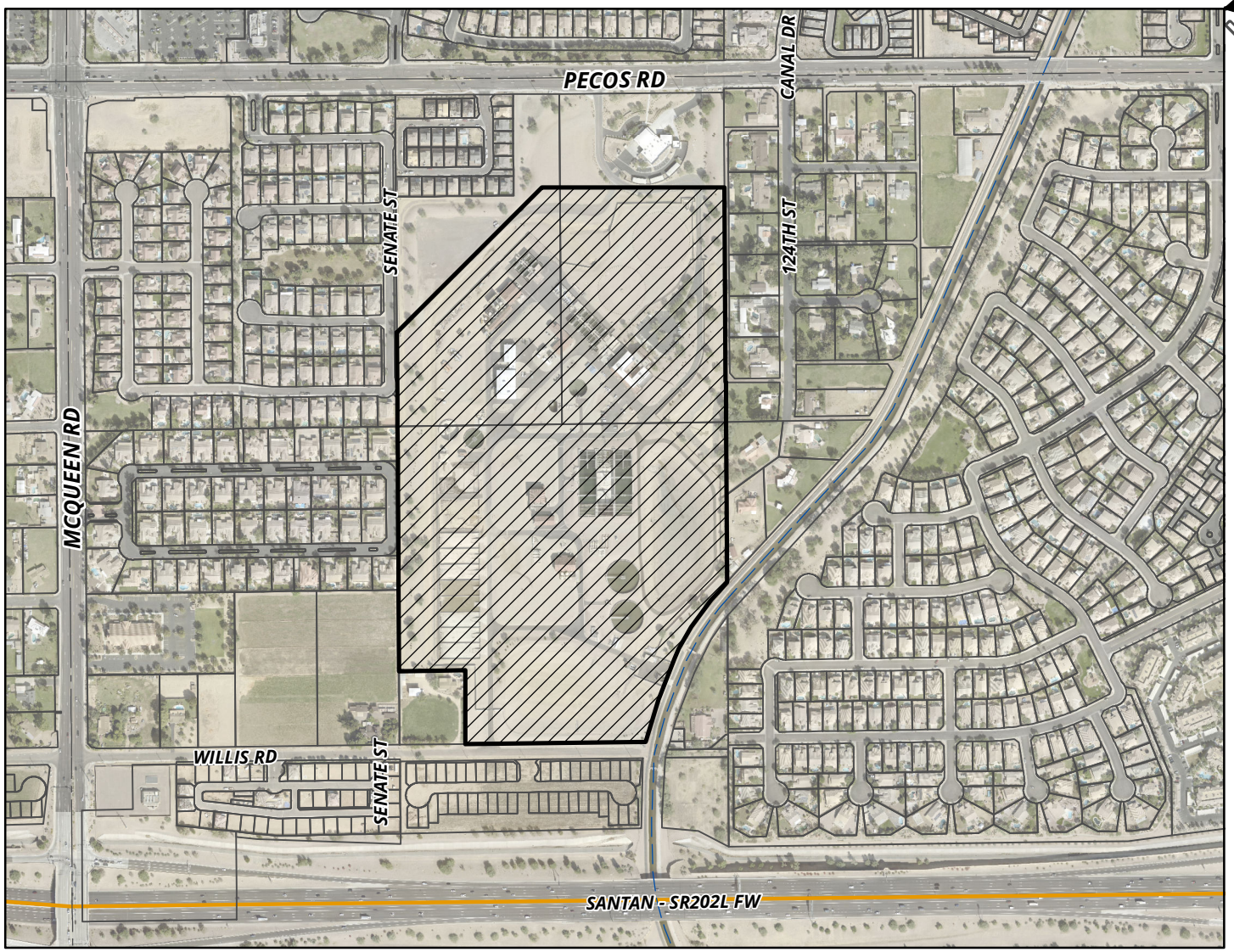
Location Map

Amendment - Jacobs Engineering

CHANDLER
arizona

PECOS SURFACE WATER TREATMENT PLANT SCADA UPGRADES PROJECT NO. WA2103.452





MEMO NO. CP24-151

PROJECT SITE

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Capital Projects\CP22-033 PECOS SURFACE WATER TREATMENT PLANT SCADA UPGRADES\CP22-033.mxd 8/9/2021 MARICELAH

AMENDMENT NO. 1 TO
CONSULTANT SERVICES AGREEMENT

PECOS SURFACE WATER TREATMENT PLANT SCADA UPGRADES - PROGRAMMING
Project No. WA2103.452

Council Date: June 13, 2024

THIS AMENDMENT NO. 1 ("Amendment No. 1") to the professional services agreement dated August 22, 2023, (the "Agreement") is made by and between the City of Chandler, an Arizona municipal corporation, ("City") and **Jacobs Engineering Group Inc.**, a Delaware corporation, ("Consultant"), on this _____ day of _____, 2024, ("Effective Date" by Clerk). (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. The Parties entered into the Agreement for: **Consultant Services** ("Services") for the **Pecos Surface Water Treatment Plant SCADA Upgrades - Programming** project.

B. The Parties have determined that it is necessary and desirable for the Consultant to perform services for the City under the terms and conditions set forth in this Amendment No. 1 and the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual promises contained in the Agreement and this Amendment No. 1, the Parties agree to amend and modify the Agreement as follows.

SECTION I – CONSULTANT'S SERVICES

The Consultant's Services are modified as described in the Exhibit "A" attached to and made part of this amendment by reference.

SECTION II – PERIOD OF SERVICE

The Period of Service is increased by 726 calendar days for a revised total of 1,091 calendar days.

SECTION III – PAYMENT OF COMPENSATION AND FEES

The Fees are increased by $1,398,805 and will be payable in accordance with Exhibit "B" attached to and made part of this amendment by reference, for a revised total not to exceed $4,118,905.

SECTION IV – NOTICES

Parties to whom notice is to be given as set forth in the Agreement are revised as follows:

To City:	City of Chandler - Public Works & Utilities Department Attn: CIP City Engineer: Daniel Haskins, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3335 Email: daniel.haskins@chandleraz.gov	
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Russ Slotnick**,** Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3411 Email: russ.slotnick@chandleraz.gov	
To Consultant:	**LEGAL COMPANY NAME:**	Jacobs Engineering Group Inc.
	Mailing Address:	1501 W. Fountainhead Pkwy., Ste. 401, Tempe, AZ 85282
	Physical Address:	1501 W. Fountainhead Pkwy., Ste. 401, Tempe, AZ 85282
	Statutory Agent Name:	CT Corporation System
	Statutory Agent Mailing Address:	3800 N. Central Ave., Ste. 460 Phoenix, AZ 85012
	Statutory Agent Physical Address:	3800 N. Central Ave., Ste. 460 Phoenix, AZ 85012
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Fair Yeager, P.E.
	Title:	AZ Water Market Client Account Manager
	Phone:	Office: 480-377-6249; Mobile: 480-225-4102
	Email:	fair.yeager@jacobs.com

	CONSULTANT'S PROJECT MANAGER	
	Name:	Teresa Smith-DeHesus, P.E., DBIA
	Title:	Project Manager
	Phone:	Office: 480-377-6233; Mobile: 480-331-0005
	Email:	teresa.smithdehesus@jacobs.com

SECTION V – CONFLICT AMONG DOCUMENTS

The Agreement, this amendment, and any previous amendments constitute the complete agreement between the Parties concerning the subject matter of the Agreement and replace any prior oral or written communications between the Parties. If a conflict or ambiguity arises between the Agreement and this amendment, the instrument in the following order prevails and controls: (1) this amendment; (2) any previous Amendments from most recent to oldest; and (3) the Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Amendment No. 1.

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONSULTANT"
JACOBS ENGINEERING GROUP INC.

Signature 15 May 2024
Date

Fair Yeager
Print Name

Client Account Manager
Title

fair.yeager@jacobs.com
Signer Email Address

These changes result in the following adjustments of Agreement amount and/or time:

Amendment authorized by Owner name: Danny Sargent	**Date:** 4/11/24	
Consultant email: fair.yeager@jacobs.com		
Original Agreement amount:	$2,720,100	
Previous Amendment(s) total:	n/a	
Last Agreement amount approved by Council:	$2,720,100	
This Amendment:	$1,398,805	
This Amendment + previous Amendment(s) not approved by Council total:	$1,398,805	
Revised Agreement total:	$4,118,905	
Council Approval Required (yes indicates approval required)	**Yes**	**No**
Amendment(s) total over $100,000:	☒	☐
Amendment(s) total causes Agreement to exceed $100,000:	☐	☒
Agreement Time		
Agreement time prior to this Amendment (including previous amendments):	365 Calendar Days	
Net change resulting from this Amendment:	726 Calendar Days	
Revised Agreement time (including this Amendment):	1,091 Calendar Days	
Council Approval (if applicable)		
Council Approval Date: June 13, 2024 Item No. Pending		

cc: Project Manager, Consultant, Owner, File

EXHIBIT A
SCOPE OF WORK

EXHIBIT "A"
CITY OF CHANDLER
PROFESSIONAL SERVICES AGREEMENT
PECOS SURFACE WATER TREATMENT PLANT SCADA UPGRADES
Project No. WA2103.452
AMENDMENT 1 - Programming Services
SCOPE OF WORK
May 3, 2024

PROJECT UNDERSTANDING AND BACKGROUND

The City of Chandler Pecos Surface Water Treatment Plant (PSWTP), located at 1475 East Pecos Road, was put into service in 1989 and PSWTP produces drinking water for the City's residental and commercial customers. Additionally, the control of the City's potable water distribution network is also housed at PSWTP. In order to protect the health and safety of the water customers, City staff relies heavily on automation to reliably communicate with water facilities. This automation is in the form of the Supervisory Control and Data Acquisition (SCADA) system. SCADA controls and monitors PSWTP equipment and 55 remote potable production facilities. The SCADA system also includes remote monitoring capabilities for 21 remote wastewater sites. Beyond system control, SCADA also captures numerous data points for system analysis and regulatory reporting. The City's 2019 SCADA Master Plan identified a project to replace the existing Foxboro system.

The PSWTP SCADA Upgrade project will modernize and improve the City's existing system and will include upgrades to legacy hardware and software. The project will replace the existing Foxboro I/A Distributed Control System (DCS) with Modicon PLCs and Wonderware HMI. This effort will entail hardware replacement, upgrades to operational technology (OT) (i.e. the systems that control and monitor treatment plant functions), integration with remote facilities, and possible replacement of other obsolete equipment, such as power supplies or radio components. The project will include procurement and installation of new virtual machine servers, software packages, Win911 applications with cellular modem and domain servers, and creation of SCADA software screens. No treatment process upgrades are contemplated. The project will use a Construction Manager at Risk (CMAR) delivery approach and is expected to be completed on a fixed budget and schedule.

This document describes the scope of work for services to be provided by Jacobs Engineering Group Inc. (CONSULTANT) for the City of Chandler (City and OWNER) for the Pecos SWTP SCADA Upgrade Construction Management Project WA2103.451 for execution of the work covered in Amendment 1 for Programming. Tasks include:

- Commissioning of the SCADA System (Programming remaining focused on the field testing and programming/software cut-over after all hardware upgrades are installed by the CMAR)
- SCADA Training for City Operations Staff (To ensure the plant operators are trained on the new SCADA system prior to cutover)
- Plant Electronic O&M Manual (Replacement of defunct overall plant operations manual using new cloud-based software)

PROJECT TASKS

1. PROGRAMMING AND COMMISSIONING

Programming tasks being done under a separate project were removed. Remaining programming tasks herein are for work during construction for field testing and commissioning which will be completed after hardware upgrades are installed by the CMAR. In addition, commissioning tasks are included for coordination with information provided by the CMAR on any field changes and performing the software cut-over for the system.

A. Task 4.1.1 – Configuration Management

i. Cutover Meetings bi-weekly for 78 weeks

B. Cutover and Startup Plan

C. Task 4.1.7 HMI and PLC Commissioning

Commissioning of the newly installed and modified control cabinets and motor starters, networking equipment, and HMI servers will be performed by the Consultant.

i. Combined effort between CMAR and CONSULTANT to confirm that Process Control System, including applications software, is ready for operation.
   a. Prerequisite: Completion of hardware testing by CMAR.
   b. Joint test with CONSULTANT. Repeat of CONSULTANT's Factory Aceptance Test (FAT), except using real field sensors and equipment. Plant interlocking and communications with PLCs and HMI shall be tested on loop-by-loop basis.
   c. Test procedures provided by CONSULTANT based on Loop specifications.

ii. Performance Acceptance Tests (PAT):
   a. Once a facility area has been started up, perform a witnessed PAT on complete Process Control System and software to demonstrate that it is operating as required by the Contract Documents and software loop descriptions. Demonstrate each required function on a paragraph-by-paragraph, loop-by-loop basis.
   b. Loop-specific and non-loop-specific tests same as required for FAT except that entire installed SCADA system will be tested using actual process variables and all functions demonstrated.
   c. Perform local and manual tests for each loop before proceeding to remote and automatic modes.
   d. Where possible, verify test results using visual confirmation of process equipment and actual process variable. Unless otherwise directed, exercise and observe devices supplied by others, as needed to verify correct signals to and from such devices and to confirm overall system functionality. Test verification by means of disconnecting wires or measuring signal levels is acceptable only where direct operation of plant equipment is not possible.
   e. Make updated versions of documentation required for PAT available to Owner at Site, both before and during tests.

2. SCADA TRAINING FOR CITY OPERATIONS STAFF

This work is focused on bringing the City plant operations staff up to speed on the new SCADA system. This work is traditionally included as part of construction costs, but is included in CM services as it is being performed by Jacobs as the SCADA designer and system integrator.

A. Task 4.2.1 Training Workshops

i. The CONSULTANT will prepare and lead 1 workshop to train the City staff on the new system.

ii. Training will be recorded and materials provided to the City for their use.

3. PLANT ELECTRONIC O&M (EOM) MANUAL

Maintaining an overall Plant O&M manual is a regulatory requirement of MCESD. Pecos SWTP had an electronic plant O&M manual developed during the 2006 60-mgd expansion project and this manual is now defunct as the software it was provided in is obsolete. A new and plant EOM will be provided with updated content using new software.

A. Task 4.3.1 Plant EOM Manual Development

i. The CONSULTANT will prepare an electronic O&M manual for the PSWTP using a modern cloud-based web development software. The EOM Manual development will be utilize the historic files from the previous outdated plant EOM as much as practical, and updated content incorporating the new P&IDs, SCADA HMI, SOPs, etc.

B. Task 4.3.2 Plant EOM Training

i. The CONSULTANT will prepare materials and host training sessions for the general plant O&M staff on the use and maintenance of the EOM. One on one training for select O&M staff will be provided for the responsible for editing future content.

4. PROJECT MANAGEMENT

A. Task 4.4.1 Monthly Progress Reports, Schedule Updates, and Invoices

i. The CONSULTANT's Project Manager will prepare monthly progress reports each calendar month. The report will contain progress against schedule and scope, as well as relevant budget information. The Project Manager will oversee the preparation and submission of monthly invoices.

ii. Consultant assumes a maximum of 24 progress reports and invoices

B. Task 4.4.2 Management Coordination Calls

i. The CONSULTANT's Project Manager will conduct weekly progress calls of up to 1 hour in length with the OWNER's staff to discuss any delivery issues that might impact the scope, schedule, or budget of this Project. Notes will be taken during the meeting and posted for the team.

ii. Consultant assumes 104 weekly meetings will be held.

5. ALLOWANCES

A. Allowances

i. The allowances below are estimates for optional work to be done at the direction and approval of the City. The following allowances are included:

1. Re-tagging Allowance - for incorporating the new utility-wide tagging syntax into the work, including updating control narratives, HMI and PLC programming.Updates to drawings will be covered in the As-built task for the CM contract.
2. Owner's Contingency Allowance – for additional services as directed by the Owner.

ii. Work done under the allowances will be on a time and material basis. Additional scope definition may be necessary to confirm the level of effort and fee for additional work under these allowances.

iii. Work done under the allowances may require an adjustment to the delivery schedule.

SCHEDULE

Work will be performed in alignment with the construction schedule developed by the CMAR. The target CMAR NTP is July 1, 2024 and construction is anticipated to take 18 months. It is anticipated that an additional 6 months after construction completion will be needed to complete the professional services included herein, for a total duration of 24 months.

COMPENSATION

The work will be done on a time and material basis with a not to exceed (NTE) upper limit as indicated in the attached Level of Effort and Fee spreadsheet. Allowances are provided for optional work to be done at the direction and approval of the City.

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

1. Scope of Services represents Jacobs professional services for programming and commissioning for the Chandler Pecos SCADA Upgrade based on the completed design from Project WA2103.201.
2. All Allowances will only be utilized with prior written approval from the City representative.
3. Direct Reimbursable Expenses are included for normal reimbursable expenses on the project. Items must be billed at cost and backup must be provided with pay applications.
4. Budgets will be managed at the Phase and Main Task level. Jacobs will track task budget overruns and underruns and reconcile funds for tasks as needed within the overall project NTE budget. Any scope changes will be accommodated within the overall project budget to the extent possible; Jacobs will inform the City on any changes that may require additional funds via use of an allowance or a change order.
5. To facilitate rapid distribution of information, deliverables will be furnished electronically wherever possible. Unless otherwise indicated, final deliverables will be provided as native electronic files (Microsoft Word®, Microsoft Excel ®, Microsoft Access ®, and AutoCAD ® as appropriate). Reproduction of any additional required copies shall be performed by the OWNER.
6. The CONSULTANT will use a project site as a repository for all electronic deliverables to be shared with the OWNER and CMAR team via file transfer protocol (FTP), SharePoint, or Microsoft® Teams.
7. The Project Manager, Design Manager, subject matter experts (SMEs) and discipline staff will attend meetings as appropriate for the specific topic or type of meeting per the LOE.

8. Travel for commissioning activities is estimated in the Direct Reimbursable Expenses estimate provided with the LOE attached.
9. The OWNER will conduct the scheduling and coordination of necessary participants of City staff as well as contractor and operations staff necessary to have efficient meetings and coordination. The OWNER's Project Manager and Plant Manager will coordinate with City's staff to ensure optimal participation at meetings and in site activities.
10. The OWNER will provide access to facilities and will assist the CONSULTANT with any necessary entry permits, scheduling, notification, and other requirements to gain access to perform the work.
11. Programming and commissioning assumptions:
    a. PLC and HMI programming will be developed with Schneider Electric EcoStruxure control expert software utilizing the GPL (General Purpose Library)
    b. Total I/O = 3761 based on the final design documents prepared by Jacobs:
        1. Remote Facilities I/O = 563
            a. Santan Vist I/O = 396
            b. Water and Waterwater Remotes = 167 (representing 5 example sites as selected by the OWNER)
        2. Pecos WTP I/O = 3198
    c. Effort for programming and commissioning is based on the detailed build up for each panel as provided in the attached spreadsheet *Pecos SCADA Upgrades Configuring and Programming Fee Backup (Task 4.6).xls.*
    d. HMI and PLC programming hours were calculated at 0.75 hours per IO point
    e. HMI and PLC programming hours for VFDs were calculated at 4.0 hours per VFD
    f. HMI programming hours for TeSysT were calculated at 0.5 hours per TeSysT
    g. PLC programming hours for TeSysT were calculated at 1.0 hours per TeSysT
    h. Hours for configuration of field devices were calculated at 2 hours per field device.

EXHIBIT B
FEE SCHEDULE

EXHIBIT B
Chandler Pecos SCADA Upgrades
Professional Services - Amendment 1 for Programming Services
Phase 4: Implementation and Commissioning
LEVEL OF EFFORT

No.	Task Description	Teresa Smith-Dehesus	Jay Hardison	Hong Zhang	Nick Edgett	Various	Getnet Ali	Josh Blume	Navneet Jat	Naitik Shah	Ryan/Talitha	Joseph Chang (Various)	Total	Subtotal	Expenses	TOTAL
		Principal/ Project Manager	SCADA Design Manager	Technical Advisor (Modicon)	Technical Advisor (Wonderware)	HMI Programmers	PLC Programmers	Cybersecurity / Operational Technology	CM	SCADA/ I&C Designer	Staff I&C Engineer	Process / Digitial Solutions Engineer	Labor Hours	Labor		
	Bill Rate	$ 280.00	$ 270.00	$ 205.00	$ 205.00	$ 205.00	$ 205.00	$ 250.00	$ 125.00	$ 150.00	$ 125.00	$ 175.00				
4.1	**Programing and Comissioning**															
4.1.1	Configuration Management (78 weeks and 50 cutover plans)	95	95	201	351		201				251		**1194**	**$237,990**		**$237,990**
4.1.2	Not Used												**0**	**$0**		**$0**
4.1.3	Not Used												**0**	**$0**		**$0**
4.1.4	Not Used												**0**	**$0**		**$0**
4.1.5	Not Used												**0**	**$0**		**$0**
4.1.6	Not Used												**0**	**$0**		**$0**
4.1.7	Commissioning (1896 hours calculated in backup spreadsheet)		171	268	136	250	315	192		200	364		**1896**	**$368,315**	**$72,000**	**$440,315**
	Subtotal	***95***	***266***	***469***	***487***	***250***	***516***	***192***	***0***	***200***	***615***	***0***	***3090***	***$606,305***	***$72,000***	***$678,305***
4.2	**SCADA Training for City Operations Staff**															
4.2.1	Training Workshop	4	6	10	10			4					**34**	**$7,840**	**$10,000**	**$17,840**
	Subtotal	***4***	***6***	***10***	***10***	***0***	***0***	***4***	***0***	***0***	***0***	***0***	***34***	***$7,840***	***$10,000***	***$17,840***
4.3	**Plant Electronic O&M (EOM) Manual**															
4.3.1	EOM Development	40	40	160					200	200	200	460	**1300**	**$215,300**	**$6,000**	**$221,300**
4.3.2	EOM Training	8	8	8					40			80	**144**	**$25,040**		**$25,040**
	Subtotal	***48***	***48***	***168***	***0***	***0***	***0***	***0***	***240***	***200***	***200***	***540***	***1444***	***$240,340***	***$6,000***	***$246,340***
4.4	**Project Management**															
4.4.1	Monthly Progress Reports, Schedule Updates, and Invoices (24mo)	96	96						96				**288**	**$64,800**		**$64,800**
4.4.2	Management Coordination Calls	104	104		104				104				**416**	**$91,520**		**$91,520**
	Subtotal	***200***	***200***	***0***	***104***	***0***	***0***	***0***	***200***	***0***	***0***	***0***	***704***	***$156,320***	***$0***	***$156,320***
4.5	**OWNERS ALLOWANCES**															
4.5.1	Re-tagging Allowance												**0**	**$0**		**$250,000**
4.5.2	Owner's Contingency Allowance												**0**	**$0**		**$50,000**
	Subtotal	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***$0***		***$300,000***
	TOTAL	***347***	***520***	***647***	***601***	***250***	***516***	***196***	***440***	***400***	***815***	***540***	***5,272***	***$1,010,805***	***$88,000***	***$1,398,805***

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. CP24-150

Date: June 13, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Daniel Haskins, Capital Projects Division Manager
From: Sandra Story, Engineering Project Manager
Subject: Professional Services Agreement No. WA2103.451, Amendment No. 4, with Jacobs Engineering Group, Inc., for the Pecos Surface Water Treatment Plant SCADA Upgrades Construction Management Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. WA2103.451, Amendment No. 4, to Jacobs Engineering Group, Inc., for the Pecos Surface Water Treatment Plant SCADA Upgrades Construction Management Services, increasing the agreement amount by $1,286,450.

Background/Discussion:

The Pecos Surface Water Treatment Plant (PSWTP), located at 1475 East Pecos Road, was put into service in 1989 and produces drinking water for the city's residents and businesses. The plant's automation technology, commonly called the Supervisory Control and Data Acquisition (SCADA) system, controls and monitors the PSWTP and approximately 50 remote facilities. Operational control for the water system relies heavily on automation to reliably communicate within the PSWTP and remote water facilities. Beyond system control, SCADA also captures numerous data points for system analysis and regulatory reporting. The SCADA system has approximately 3,200 inputs and outputs, otherwise known as I/O. The 2019 SCADA Master Plan identified the need to replace the outdated control system that was installed during the original plant construction with modern technologies, bringing it up to current industry standards.

On November 7, 2022, City Council approved Professional Services Agreement

No. WA2103.451 with Jacobs Engineering Group in the amount of $230,295 for the PSWTP SCADA upgrades construction management services. This original agreement covered assistance with long lead time procurement items, and a subsequent Amendment No. 1 facilitated a no-cost time extension to accommodate procurement delays. Amendment No. 2 covered additional costs related to planning the construction phase of the project (also known as Guaranteed Maximum Price No. 2, or GMP-2) at a cost of $98,520, the timeline for which was subsequently extended at no cost to the city via Amendment No. 3.

Amendment No. 4 is for pre-construction assistance, construction management, inspection services, materials testing, record drawings, and maintenance of plant operations coordination and review. An additional 551 calendar days have been added, for a revised total of 1,184 calendar days to final completion, following the Notice to Proceed.

A related Construction Manager at Risk Construction Services Agreement with Archer Western Construction, LLC, for the PSWTP SCADA Upgrades GMP-2, is also scheduled for this City Council meeting.

Evaluation:

The selection process was conducted in accordance with city policy and procedure and state law for Professional Services. On November 7, 2022, City Council awarded Professional Services Agreement No. WA2103.451 to Jacobs Engineering Group, Inc., for the PSWTP SCADA Upgrades. Staff reviewed the scope of work, billing rates, and total fee for the project and determined them to be reasonable.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
601.3820.6814.6WA210	Water Bond	Water Treatment Plant Improvements	$1,286,450	Y

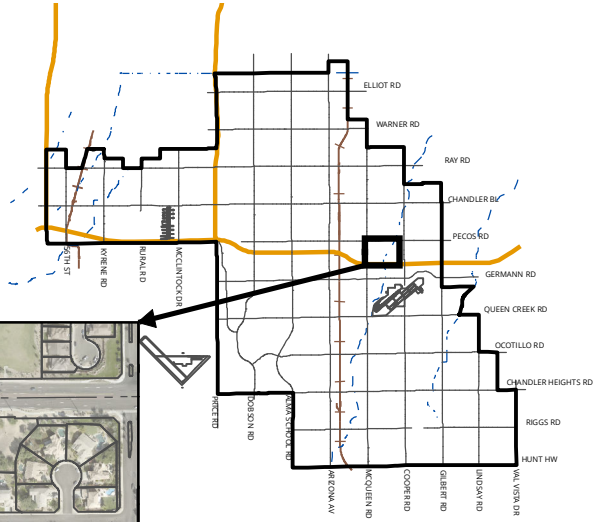
Attachments

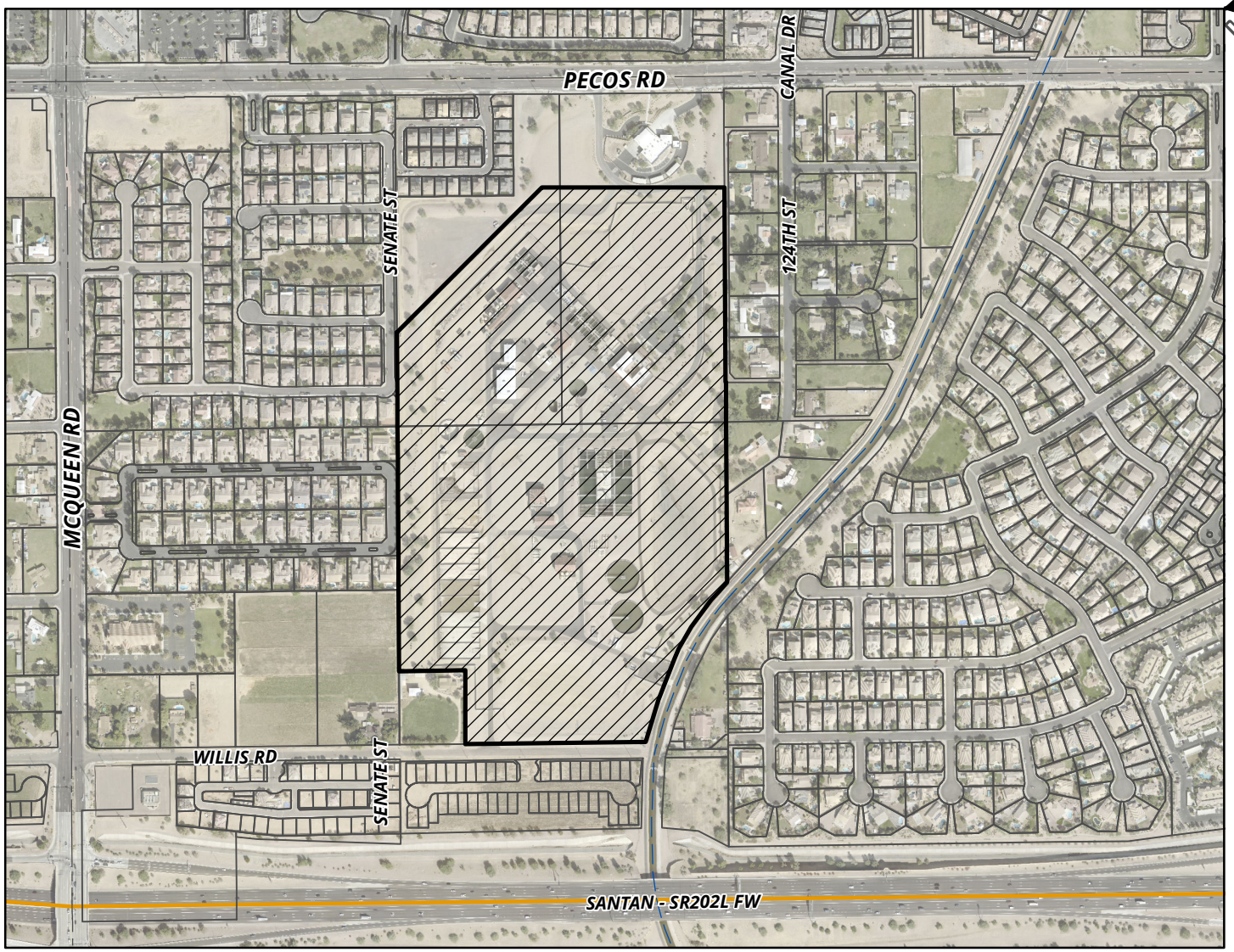
Location Map

Amendment - Jacobs Engineering

CHANDLER
arizona

PECOS SURFACE WATER TREATMENT PLANT SCADA UPGRADES PROJECT NO. WA2103.451





MEMO NO. CP24-150

PROJECT SITE

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Capital Projects\CP22-033 PECOS SURFACE WATER TREATMENT PLANT SCADA UPGRADES\CP22-033.mxd 8/9/2021 MARICELAH

AMENDMENT NO. 4 TO
CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

PECOS SURFACE WATER TREATMENT PLANT SCADA UPGRADE
Project No. WA2103.451

Council Date: June 13, 2024

THIS AMENDMENT NO. 4 ("Amendment No. 4") to the professional services agreement dated December 5, 2022, (the "Agreement") is made by and between the City of Chandler, an Arizona municipal corporation, ("City") and **Jacobs Engineering Group Inc.**, a Delaware corporation, ("Consultant"), on this _____ day of _____, 2024, ("Effective Date" by Clerk). (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. The Parties entered into the Agreement for: **Construction Management Services** ("Services") for the **Pecos Surface Water Treatment Plant SCADA Upgrade** project.

B. The Parties have determined that it is necessary and desirable for the Consultant to perform services for the City under the terms and conditions set forth in this Amendment No. 4 and the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual promises contained in the Agreement and this Amendment No. 4, the Parties agree to amend and modify the Agreement as follows.

SECTION I – CONSULTANT'S SERVICES

The Consultant's Services are modified as described in the Exhibit "A" attached to and made part of this amendment by reference.

SECTION II – PERIOD OF SERVICE

The Period of Service is increased by 551 calendar days for a revised total of 1,184 calendar days.

SECTION III – PAYMENT OF COMPENSATION AND FEES

The Fees are increased by $1,286,450 and will be payable in accordance with Exhibit "B" attached to and made part of this amendment by reference, for a revised total not to exceed $1,615,265.

SECTION IV – NOTICES

Parties to whom notice is to be given as set forth in the Agreement are revised as follows:

To City:	City of Chandler - Public Works & Utilities Department Attn: CIP City Engineer: Daniel Haskins, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3335 Email: daniel.haskins@chandleraz.gov	
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Russ Slotnick**,** Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3411 Email: russ.slotnick@chandleraz.gov	
To Consultant:	**LEGAL COMPANY NAME:**	Jacobs Engineering Group Inc.
	Mailing Address:	1501 W. Fountainhead Pkwy., Ste. 401, Tempe, AZ 85282
	Physical Address:	1501 W. Fountainhead Pkwy., Ste. 401, Tempe, AZ 85282
	Statutory Agent Name:	CT Corporation System
	Statutory Agent Mailing Address:	3800 N. Central Ave., Ste. 460 Phoenix, AZ 85012
	Statutory Agent Physical Address:	3800 N. Central Ave., Ste. 460 Phoenix, AZ 85012
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Fair Yeager, P.E.
	Title:	AZ Water Market Client Account Manager
	Phone:	Office: 480-377-6249; Mobile: 480-225-4102
	Email:	fair.yeager@jacobs.com

	CONSULTANT'S PROJECT MANAGER	
	Name:	Teresa Smith-DeHesus, P.E., DBIA
	Title:	Project Manager
	Phone:	Office: 480-377-6233; Mobile: 480-331-0005
	Email:	teresa.smithdehesus@jacobs.com

SECTION V – CONFLICT AMONG DOCUMENTS

The Agreement, this amendment, and any previous amendments constitute the complete agreement between the Parties concerning the subject matter of the Agreement and replace any prior oral or written communications between the Parties. If a conflict or ambiguity arises between the Agreement and this amendment, the instrument in the following order prevails and controls: (1) this amendment; (2) any previous Amendments from most recent to oldest; and (3) the Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 4 to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Amendment No. 4.

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONSULTANT"
JACOBS ENGINEERING GROUP INC.

Signature 15 May 2024
Date

Fair Yeager
Print Name

Client Account Manager
Title

fair.yeager@jacobs.com
Signer Email Address

These changes result in the following adjustments of Agreement amount and/or time:

Amendment authorized by Owner name: Danny Sargent	**Date:** 4/11/24	
Consultant email: fair.yeager@jacobs.com		
Original Agreement amount:	$230,295	
Previous Amendment(s) total:	$98,520	
Last Agreement amount approved by Council:	$230,295	
This Amendment:	$1,286.450	
This Amendment + previous Amendment(s) not approved by Council total:	$1,384,970	
Revised Agreement total:	$1,615,265	
Council Approval Required (yes indicates approval required)	**Yes**	**No**
Amendment(s) total over $100,000:	☒	☐
Amendment(s) total causes Agreement to exceed $100,000:	☐	☒
Agreement Time		
Agreement time prior to this Amendment (including previous amendments):	633 Calendar Days	
Net change resulting from this Amendment:	551 Calendar Days	
Revised Agreement time (including this Amendment):	1,184 Calendar Days	
Council Approval (if applicable)		
Council Approval Date: June 13, 2024 Item No. Pending		

cc: Project Manager, Consultant, Owner, File

EXHIBIT A
SCOPE OF WORK

EXHIBIT "A"
CITY OF CHANDLER
PROFESSIONAL SERVICES AGREEMENT
Construction Management Services
PECOS SURFACE WATER TREATMENT PLANT SCADA UPGRADES
Project No. WA2103.451
AMENDMENT 4 - GMP2 CM Services
SCOPE OF WORK
May 3, 2024

PROJECT UNDERSTANDING AND BACKGROUND

The City of Chandler Pecos Surface Water Treatment Plant (PSWTP), located at 1475 East Pecos Road, was put into service in 1989 and PSWTP produces drinking water for the City's residental and commercial customers. Additionally, the control of the City's potable water distribution network is also housed at PSWTP. In order to protect the health and safety of the water customers, City staff relies heavily on automation to reliably communicate with water facilities. This automation is in the form of the Supervisory Control and Data Acquisition (SCADA) system. SCADA controls and monitors PSWTP equipment and 55 remote potable production facilities. The SCADA system also includes remote monitoring capabilities for 21 remote wastewater sites. Beyond system control, SCADA also captures numerous data points for system analysis and regulatory reporting. The City's 2019 SCADA Master Plan identified a project to replace the existing Foxboro system.

The PSWTP SCADA Upgrade project will modernize and improve the City's existing system and will include upgrades to legacy hardware and software. The project will replace the existing Foxboro I/A Distributed Control System (DCS) with Modicon PLCs and Wonderware HMI. This effort will entail hardware replacement, upgrades to operational technology (OT) (i.e. the systems that control and monitor treatment plant functions), integration with remote facilities, and possible replacement of other obsolete equipment, such as power supplies or radio components. The project will include procurement and installation of new virtual machine servers, software packages, Win911 applications with cellular modem and domain servers, and creation of SCADA software screens. No treatment process upgrades are contemplated. The project will use a Construction Manager at Risk (CMAR) delivery approach and is expected to be completed on a fixed budget and schedule.

This document describes the scope of work for services to be provided by Jacobs Engineering Group Inc. (CONSULTANT) for the City of Chandler (City and OWNER) for the Pecos SWTP SCADA Upgrade Construction Management Project WA2103.451 for execution of the work covered in Amendment 4 for GMP2 being constructed by Archer Western (CONTRACTOR/CMAR). Tasks include:

- Pre-Construction Assistance
- Construction Management
- Construction Inspection
- Materials Testing
- Record Drawings
- Maintenance of Plant Operations (MOPO) Coordination and Review

PROJECT TASKS

1. PRE-CONSTRUCTION ASSISTANCE

A. Task 4.1.1 Preconstruction Assistance

i. Consultant must attend the pre-construction meeting to be coordinated and led by the City.

2. CONSTRUCTION MANAGEMENT

A. Task 4.2.1 Weekly Construction Meetings

i. Consultant must conduct weekly construction meetings. Each meeting includes an agenda and minutes; Shop Drawing; Request for Information (RFI); Field Directive (FD); Material Certification; and Allowance Logs. Consultant assumes 78 weekly meetings will be held.

B. Task 4.2.2 CPM Schedule

i. Consultant must review and evaluate Contractor's initial CPM schedule and provide recommendations for acceptance.

ii. Consultant must review Contractor's monthly CPM schedule updates submitted with each payment application, identify CPM tasks behind schedule that may affect critical path items, project substantial and final completion dates and initiate correspondence to City regarding those tasks. Consultant assumes 18 reviews of updated CPM schedule in alignment with the CMAR construction schedule of 18 months.

C. Task 4.2.3 Requests for Information (RFI's)

i. Consultant must review, evaluate, and respond to Contractor RFI's; and prepare and maintain a submittal log of all RFI's. Consultant assumes a maximum of 30 RFI responses.

D. Task 4.2.4 Shop Drawing Submittals

i. Consultant must review, evaluate, and respond to Contractor shop drawing submittals; and prepare and maintain a submittal log of all shop drawing submittals. Consultant assumes a maximum of 20 reviews, not including MOPOs. Submittals will be primarily for testing and commissioning plans prepared by the subconsultants doing the work as required by the specifications, rather than for materials, as most materials have been procured under GMP1. MOPO submittals are included in section 6.

E. Task 4.2.5 Requests for Proposal (RFP)

i. Consultant must prepare Requests for Proposal (RFP) documents detailing requested additional work tasks; review and evaluate Contractor RFP responses (cost derivations) with approval recommendations; and prepare and maintain a submittal log list of all RFP's. Consultant assumes 10 RFPs due to the amount of allowances being used and needing to be tracked.

F. Task 4.2.6 Field Directives (FD's)

i. Consultant must prepare FD documents detailing requested additional work tasks or changes in work; review and evaluate Contractor FD responses with approval recommendations; and prepare and maintain a submittal log list of all FD's. Consultant assumes not more than 9 FD's to process CMAR allowances

and contingency. One FD is assumed approximately every 2 months and items will be consolidated and combined as needed.

G. Task 4.2.7 Contractor Payment Applications

i. Consultant must review and evaluate Contractor monthly payment applications and make recommendations for payment; maintain a weekly record of constructed pay quantities and compile monthly totals; and coordinate payment application with the City quantity report and the inspectors' daily logs. Consultant assumes a maximum of 18 payment applications, with 1 review each, and half having a second review in alignment with the CMAR construction schedule of 18 months.

ii. Consultant will administer the project including weekly coordination with the City Project Manager (PM), status reporting, and monthly invoices.

3. CONSTRUCTION INSPECTION

A. Task 4.3.1 Inspection Services

i. Consultant must provide weekly construction inspection to verify materials and installations conform to construction documents; prepare daily inspection reports documenting Contractor construction activities and progress during field inspection visits.Consultant assumes 20 hours per week on average for 78 weeks. Approximatey 1 to 4 Jacobs team members will participate in on-site inspection of construction depending of the nature of the work.

B. Task 4.3.3 Project Closeout

i. Consultant must compile non-conformance list before Substantial Completion; schedule and conduct Substantial Completion inspection; prepare Substantial Completion punch list generated from Substantial Completion inspection; track items on punch list and note completed items; and complete and distribute Substantial Completion certificates.

ii. Consultant must schedule and conduct Final Completion inspection; and complete and distribute Final Completion certificates.

4. MATERIALS TESTING

A. Task 4.4.1 Quality Control (QC) Test Program

i. Consultant must review and verify Contractor's Quality Control material test type and frequencies are consistent with City and Maricopa Association of Governments(MAG); review and evaluate Contractor's QC test schedule and provide recommendations on acceptance; and review and evaluate all Contractor sampling, test, and inspection results for conformance with construction documents. This applies to fiber optic and wire testing only as specified.

B. Task 4.4.2 Quality Assurance (QA) Test Program – N/A

i. Consultant must prepare and maintain a materials Quality Assurance plan per City and MAG.

ii. Consultant must coordinate with Contractor's testing representative to obtain required QA tests and sample; complete sampling and compaction testing of subgrade (including lime-stabilized subgrade base), aggregate base, and

asphalt concrete materials in new asphalt concrete pavement areas; complete sampling and compaction testing of subgrade, aggregate base (where required) and concrete for new curbs, gutters, sidewalks, and concrete pavement and structures; and complete sampling and compaction testing of backfill for new irrigation, sewer, water, storm drain pipe, and dry utilities.

5. RECORD DRAWINGS

A. Task 4.5.1 Record Drawings with Asset Retagging

i. Maintain updated redlines of drawings throughout implementation phase. Update all drawings (approximately 800 sheets) to create record drawings after implementation is completed. Record drawing update will also include the retagging all of the assets with the updated tagging syntax.
ii. Provide resident Consultant and/or architect and/or landscape architect stamp/certification on record drawings cover sheet. Ensure all required signatures are on the cover sheet.
iii. Provide and deliver Final record drawings in digital pdf and CAD format to the City.
iv. CONSULTANT will prepare the Approval of Construction (AOC) documentation required by Maricopa County Environmental Services Department (MCESD).

6. MOPO DEVELOPMENT COLLABORATION

This task is Owner-Requested Additional Services During Construction. Due to the critical nature of the SCADA upgrades and the need to minimize operational downtime, detailed coordination and oversight of MOPO development by the CMAR is required. This task includes highly focused collaboration on SCADA hardware cut-over preparation by the CMAR, as a majority of work will need to be done with the plant in operation since shutdowns are very limited. Consultant assumes 20 hours per week on average for 78 weeks.

A. Task 4.6.1 MOPO Coordination

i. Participate in weekly coordination meetings for MOPO development led by the CMAR team.
ii. Monitor status and progress of the MOPO activities.
iii. Coordinate commissioning activities with MOPO activities planned by the CMAR team.

B. Task 4.6.2 MOPO Submittal Review and Oversight

i. Review contractor MOPO submittals and coordinate approval process.
ii. Participate in pre-work MOPO walk-throughs.

7. ALLOWANCES

A. Allowances

i. The allowances below are estimates for optional work to be done at the direction and approval of the City. The following Allowances are included:
    1. Design Coordination Allowance – for additional design of Administration Building UPS and new Filter Sump and Sample Pump cabinets.

2. CMAR Additional Work Allowance – for additional CM or design work as required to align with the CMAR construction requirements for unknowns, contingency use and schedule delays.
3. Owner's Contingency Allowance - for additional services as directed by the Owner.

ii. Work done under the allowances will be on a time and material basis. Additional scope definition may be necessary to confirm the level of effort and fee for additional work under these allowances.
iii. Work done under the allowances may require an adjustment to the delivery schedule.

SCHEDULE

Work will be performed per the construction schedule developed by the CMAR. The target NTP is July 1, 2024 and construction is anticipated to take 18 months.

COMPENSATION

The work will be done on a time and material basis with a not to exceed (NTE) upper limit as indicated in the attached Level of Effort and Fee spreadsheet. Allowances are provided for optional work to be done at the direction and approval of the City.

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

1. Scope of Services represents Jacobs construction management services during construction for the Chandler Pecos SCADA Upgrade GMP2 based on the completed design from Project WA2103.201.
2. Application fees for City reviews and permits will be paid by CITY.
3. Allowances will only be utilized with prior written approval from the City representative.
4. Direct Reimbursabe Expenses are included in the LOE for normal reimbursable expenses on the project. Items must be billed at cost and backup must be provided with pay applications.
5. Budgets will be managed at the Phase and Main Task level. Jacobs will track task budget overruns and underruns and reconcile funds for tasks as needed within the overall project NTE budget. Any scope changes will be accommodated within the overall project budget to the extent possible; Jacobs will inform the City on any changes that may require additional funds via use of an allowance or a change order.
6. To facilitate rapid distribution of information, deliverables will be furnished electronically wherever possible. Unless otherwise indicated, final deliverables will be provided as native electronic files (Microsoft Word®, Microsoft Excel ®, Microsoft Access ®, and AutoCAD ® as appropriate). Reproduction of any additional required copies shall be performed by the OWNER.
7. The CONSULTANT will use a project site as a repository for all electronic deliverables to be shared with the OWNER and CMAR team via file transfer protocol (FTP), SharePoint, or Microsoft® Teams.
8. The Construction Manager will attend all meetings. The Project Manager, Design Manager, subject matter experts (SMEs) and discipline staff will attend as appropriate for the specific topic or type of meeting per the LOE.

9. Travel for site visits, inspections, meetings, and workshops is estimated in the Direct Reimbursable Expenses estimate provided with the LOE attached.
10. The OWNER will conduct the scheduling and coordination of necessary participants of City staff as well as contract operations staff necessary to have efficient meetings and coordination. The OWNER's Project Manager and Plant Manager will coordinate with City's staff to ensure optimal participation at meetings and in site activities.
11. The OWNER will contract directly with a CMAR contractor and will coordinate with the contractor on their involvement on the project.
12. The OWNER will provide access to facilities and will assist the CONSULTANT and CMAR with any necessary entry permits, scheduling, notification, and other requirements to gain access to perform the work.

EXHIBIT B
FEE SCHEDULE

EXHIBIT B
Chandler Pecos SCADA Upgrades
CM Services - Amendment 4 for GMP2
Phase 4: Implementation and Commissioning
LEVEL OF EFFORT

No.	Task Description	Teresa Smith-Dehesus	Jay Hardison	Hong Zhang	Josh Blume	Navneet Jat	Naitik Shah	Ryan/Talitha	Various		Total	Subtotal	Expenses	TOTAL
		Principal/ Project Manager	SCADA Design Manager	Technical Advisor (Modicon)	Cybersecurity / Operational Technology	CM	SCADA/ I&C Designer	Staff I&C Engineer	Technician / CAD	Office Support	Labor Hours	Labor		
	Bill Rate	$ 280.00	$ 270.00	$ 205.00	$ 250.00	$ 125.00	$ 150.00	$ 125.00	$ 110.00	$ 100.00				
4.1	**PRE-CONSTRUCTION ASSISTANCE**													
4.1.1	Preconstruction Assistance (based upon 1 meeting)	4	4	4	4	4		4		0	**24**	**$5,020**	**$1,000**	**$6,020**
	Subtotal	***4***	***4***	***4***	***4***	***4***	***0***	***4***	***0***	***0***	***24***	***$5,020***	***$1,000***	***$6,020***
4.2	**CONSTRUCTION MANAGEMENT**													
4.2.1	Weekly Construction Meetings (weekly for 78 weeks)	39	78		0	156		0			**273**	**$51,480**	**$0**	**$51,480**
4.2.2	CPM Schedule (18 months)	17	26			44					**87**	**$17,280**		**$17,280**
4.2.3	Requests for Information (RFI's) (Based upon 30 RFIs)	15	30	60	15	60				30	**210**	**$38,850**		**$38,850**
4.2.4	Shop Drawing Submittals (based upon 20 reviews)	10	20	40		40				20	**130**	**$23,400**		**$23,400**
4.2.5	Requests for Proposal (RFP) (Based upon 10)	5	10	20	20	40				40	**135**	**$22,200**		**$22,200**
4.2.6	Field Directives (FD's) (based upon 9)	9	9	18	18	72				18	**144**	**$23,940**		**$23,940**
4.2.7	Contractor Payment Applications (18 months)	36	72			216				216	**540**	**$78,120**		**$78,120**
	Contract Administration (Jacobs invoicing and mgmt meetings)	108	90			144					**342**	**$72,540**		**$72,540**
	Subtotal	***239***	***335***	***138***	***53***	***772***	***0***	***0***	***0***	***324***	***1861***	***$327,810***	***$0***	***$327,810***
4.3	**CONSTRUCTION INSPECTION**													
4.3.1	Inspection Services (based upon 78 weeks)	78	78		78	156	624	624			**1638**	**$253,500**	**$6,000**	**$259,500**
4.3.2	N/A										**0**	**$0**		**$0**
4.3.3	Project Closeout	40	40		8	40	8	8			**144**	**$31,200**		**$31,200**
	Subtotal	***118***	***118***	***0***	***86***	***196***	***632***	***632***	***0***	***0***	***1782***	***$284,700***	***$6,000***	***$290,700***
4.4	**MATERIALS TESTING**													
4.4.1	Quality Control (QC) Test Program	8	8		40	80					**136**	**$24,400**		**$24,400**
4.4.2	Quality Assurance (QA) Test Program (N/A)										**0**	**$0**		**$0**
	Subtotal	***8***	***8***	***0***	***40***	***80***	***0***	***0***	***0***	***0***	***136***	***$24,400***	***$0***	***$24,400***
4.5	**RECORD DRAWINGS**													
4.5.1	Record Drawings with Asset Retagging (800 sheets)	80	80			400			1200		**1760**	**$226,000**		**$226,000**
4.5.1	MCESD AOC	20				40					**60**	**$10,600**		**$10,600**
	Subtotal	***100***	***80***	***0***	***0***	***440***	***0***	***0***	***1200***	***0***	***1820***	***$236,600***	***$0***	***$236,600***
4.6	**MOPO DEVELOPMENT (assume 20 hours for 78 weeks)**													
4.6.1	MOPO Coordination	78	156			234		234			**702**	**$122,460**	**$6,000**	**$128,460**
4.6.2	MOPO Submittal Review and Oversight	78	156			234		234			**702**	**$122,460**		**$122,460**
	Subtotal	***156***	***312***	***0***	***0***	***468***	***0***	***468***	***0***	***0***	***1404***	***$244,920***	***$6,000***	***$250,920***
	OWNERS ALLOWANCES													
	Design Coordination Allowance													**$25,000**
	CMAR Additional Work Allowance													**$25,000**
	Owner's Contingency Allowance													**$100,000**
	Subtotal	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***				***$150,000***
	TOTAL	***625***	***857***	***142***	***183***	***1960***	***632***	***1104***	***1200***	***324***	***7,027***	***$1,123,450***	***$13,000***	***$1,286,450***

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. CP24-149

Date: June 13, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Daniel Haskins, Capital Projects Division Manager
From: Sandra Story, Engineering Project Manager
Subject: Construction Manager at Risk (CMAR) Construction Services Agreement No. WA2103.402, with Archer Western Construction, for the Pecos Surface Water Treatment Plant SCADA Upgrades GMP-2

Proposed Motion:

Move City Council award CMAR Construction Services Agreement No. WA2103.402, to Archer Western Construction, for the Pecos Surface Water Treatment Plant SCADA Upgrades GMP-2, in an amount not to exceed $8,360,342.

Background/Discussion:

The Pecos Surface Water Treatment Plant (PSWTP), located at 1475 East Pecos Road, was put into service in 1989 and produces drinking water for the city's residents and businesses. The plant's automation technology, commonly called the Supervisory Control and Data Acquisition (SCADA) system, controls, and monitors the PSWTP and approximately 50 remote facilities. Operational control for the water system relies heavily on automation to reliably communicate within the PSWTP and remote water facilities. Beyond system control, SCADA also captures numerous data points for system analysis and regulatory reporting. The SCADA system has approximately 3,200 inputs and outputs, otherwise known as I/O. The 2019 SCADA Master Plan identified the need to replace the outdated control system that was installed during the original plant construction with modern technologies, bringing it up to current industry standards.

On November 10, 2022, City Council approved Guaranteed Maximum Price No. 1

(also known as GMP-1) for the first phase of this project in the amount of $2,766,254.46 with Quantum Integrated Solutions, Inc. GMP-1 included the procurement of long lead time items. Upon conclusion of GMP-1, Quantum and the City mutually agreed to part ways rather than partner on GMP-2, which includes the (final) construction phase of the project. A Request for Qualifications (RFQ) process was conducted and Archer Western Construction was selected as the recommended vendor to continue the project.

The project scope of work consists of upgrades to the legacy SCADA hardware and software systems at the PSWTP and remote locations and unifying the control hardware across all networks, as well as replacement of control panels and controllers with standardized programmable logic controllers, cabinet replacements, new servers and software, cellular modems, ethernet devices, electrical supply and backup, digital input modules, switches, fiber optic cables and conduit, equipment racks, and mounts. Work also includes routing wiring inside existing conduit, trenching for new conduit, and restoration of affected existing improvements and facilities. The agreement completion time is 600 calendar days following Notice to Proceed.

A related Professional Services Agreement with Jacobs Engineering Group, Inc., for the Pecos Surface Water Treatment Plant SCADA Upgrade GMP-2 Construction Management Services, is also scheduled for this City Council meeting.

Evaluation:

The selection process was followed in accordance with city policy and procedure and state law. Staff recommends agreement award to Archer Western Construction 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

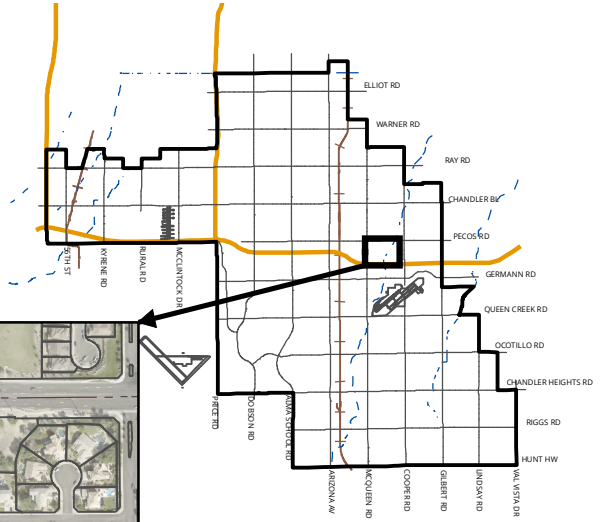
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
601.3820.6814.6WA210	Water Bonds	Water Treatment Plant Improvements	$8,360,342	Y

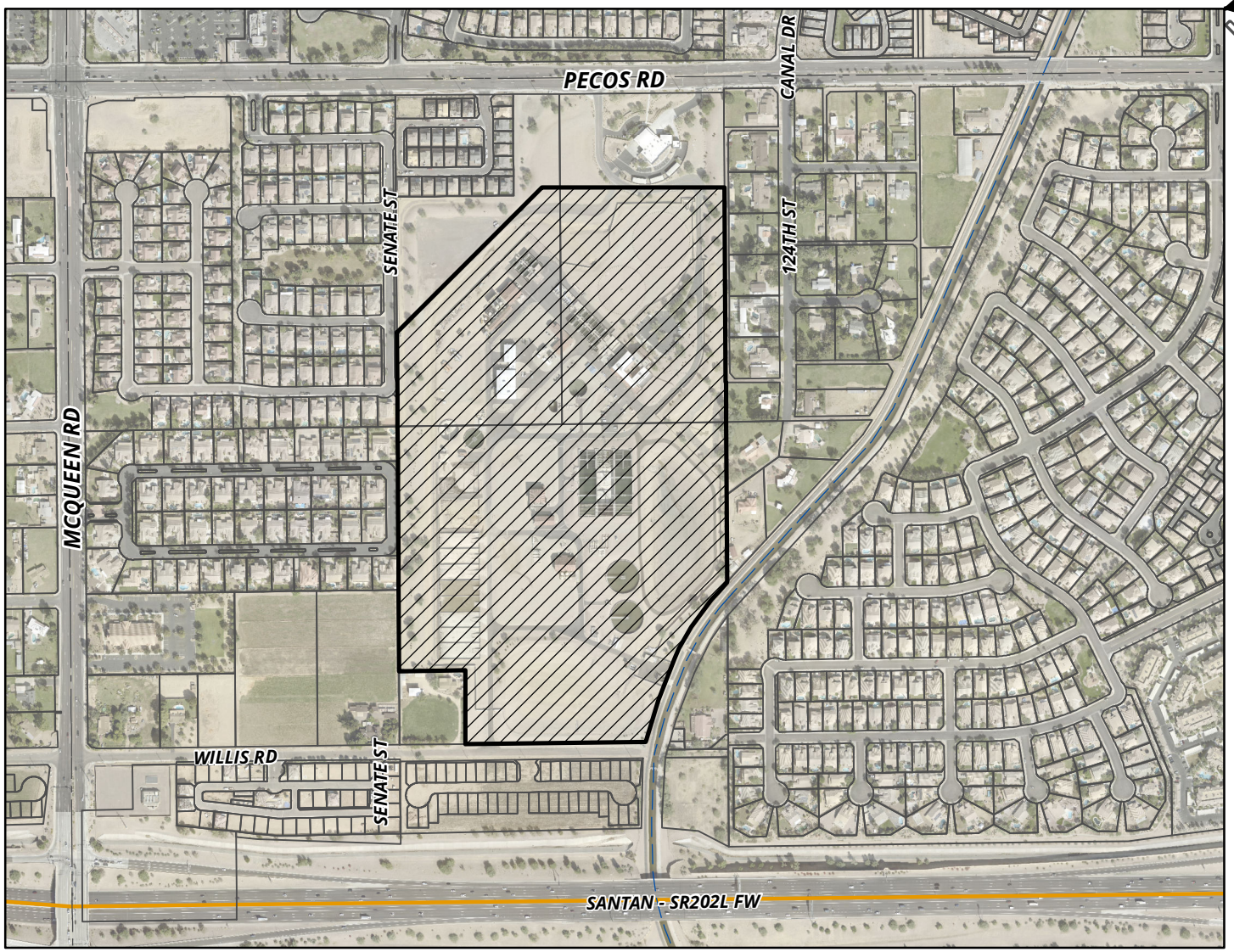
Attachments

Location Map

Agreement - Archer Western

PECOS SURFACE WATER TREATMENT PLANT SCADA UPGRADES PROJECT NO. WA2103.402





MEMO NO. CP24-149

PROJECT SITE

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Capital Projects\CP22-033 PECOS SURFACE WATER TREATMENT PLANT SCADA UPGRADES\CP22-033.mxd 8/9/2021 MARICELAH

CITY OF CHANDLER, ARIZONA

PECOS SURFACE WATER TREATMENT PLANT (SWTP) SCADA UPGRADES GMP 2

CITY PROJECT NO. WA2103.402

CONSTRUCTION SERVICES AGREEMENT

(CONSTRUCTION MANAGER AT RISK)

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

CITY OF CHANDLER, ARIZONA

PECOS SURFACE WATER TREATMENT PLANT (SWTP)
SCADA UPGRADES GMP 2
CITY PROJECT NO.: WA2103.402

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CONSTRUCTION MANAGER AT RISK
CONSTRUCTION SERVICES AGREEMENT
PROJECT NO.: WA2103.402

This Agreement (the "AGREEMENT") is made and entered into on the _____day of _____, 2024, ("Effective Date") by and between City of Chandler, an Arizona municipal corporation, hereinafter called "City" and **Archer Western Construction** the "Construction Manager at Risk" or "CM@Risk" designated below (City and CM@Risk may individually be referred to as "Party" and collectively referred to as "Parties").

City and CM@Risk agree as follows:

ARTICLE 1 - PARTICIPANTS AND PROJECT

CITY: **CIP City Engineer: Daniel Haskins, P.E.**
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
Phone: 480-782-3335 Email: daniel.haskins@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

CM@RISK:

Legal Company Name:	**Archer Western Construction**
Mailing Address:	**4710 E. Elwood Street, Suite 6, Phoenix, AZ 85040**
Physical Address:	**4710 E. Elwood Street, Suite 6, Phoenix, AZ 85040**
Arizona Roc No.:	**275896 & 275897**
Federal Tax Id No.:	**27-0887868**
State Where Organized:	**Arizona**
Business Organization:	**General Contractor**
Statutory Agent Name:	**Brad Sanders**
Statutory Agent Mailing Address:	**4710 E. Elwood Street, Suite 6 Phoenix, AZ 85040**
Statutory Agent Physical Address:	**4710 E. Elwood Street, Suite 6 Phoenix, AZ 85040**

CM@Risk's Authorized Project Representative:

Name:	**Kyle Ledbetter**
Title:	**Project Executive**
Phone:	**602-293-7835**
Email:	**kledbetter@walshgroup.com**

PROJECT DESCRIPTION:

This project will upgrade hardware and software for control and data capture for the Pecos Surface Water Treatment Plant as well as all remote water facilities.

PROJECT LOCATION:

Pecos Surface Water Treatment Plant, 1475 East Pecos Road, Chandler, Arizona.

ARTICLE 2 - AGREEMENT DOCUMENTS

2.1 AGREEMENT DOCUMENTS

The Agreement between City and CM@Risk 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. Accepted GMP/Price Proposal as set forth in **Exhibit D**, incorporated by reference.

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 Sections 2 and 15 of the General Conditions apply to all the Agreement Documents, including this Agreement.

ARTICLE 3 - PRE-CONSTRUCTION SERVICES

Although CM@Risk has performed Pre-Construction Services pursuant to a separate Agreement between City and CM@Risk, the completion, quality and accuracy of those services and the deliverables provided by City thereunder directly impact CM@Risk's performance of its obligations under this Agreement. Therefore, all of CM@Risk's obligations, duties, and warranties in relation to Pre-Construction Services and deliverables survive completion of the Pre-Construction Services Agreement and are incorporated herein. Any breach of any of CM@Risk's duties, obligations, or warranties under the Pre-Construction Services Agreement will likewise be considered a breach of this Agreement.

ARTICLE 4 - CONSTRUCTION SERVICES

4.1 GENERAL

4.1.1 CM@Risk agrees at its own cost and expense, to do all work necessary and 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, and within the schedule, stated in attached **Exhibit A**.

4.1.2 CM@Risk 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.

4.1.3 This is an Agreement for complete construction services in accordance with the Construction Manager at Risk method of delivery of construction services. CM@RISK has participated in the design process and been an active member of the Project Design Team and is fully aware of any issues and constraints involved in this Construction Project.

4.1.4 CM@RISK is the CITY's fiduciary responsible for undertaking all necessary action contemplated under the Agreement documents to construct the Project and ensure timely and quality completion of the Project at a cost within the Guaranteed Maximum Price (GMP).

4.1.5 At all times relevant to this Agreement and performance of the Work, the CM@Risk 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**.

4.1.6 CM@Risk must perform the Work under this Agreement using only those firms, team members and individuals designated by CM@Risk consistent with the Statement of Qualifications dated December 3, 2023, the GMP Proposal, or otherwise approved by City pursuant to the General Conditions. No other entities or individuals may be used without prior approval of the Project Manager

4.1.7 CM@Risk will comply with all terms and conditions of the General Conditions.

4.1.8 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.

4.1.9 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, CM@Risk hereby transfers and assigns ownership of the copyright in such Work to City. The rights in this Section are exclusive to City in perpetuity.

4.2 **CM@RISK'S PRE-AGREEMENT AND PRE-WORK DELIVERABLES**

4.2.1 The CM@Risk must provide the Deliverables in accordance with Section 4.2 of the General Conditions.

4.3 **PRE-CONSTRUCTION CONFERENCE**

Refer to Section 4.3 of the General Conditions.

4.4 **PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)**

Refer to Section 4.4 of the General Conditions.

4.5 **CONTROL OF THE PROJECT SITE**

Refer to Section 4.5 of the General Conditions.

4.6 **PROJECT SAFETY**

Refer to Section 4.6 of the General Conditions.

4.7 **MATERIALS QUALITY, SUBSTITUTIONS AND SHOP DRAWINGS**

Refer to Section 4.7 of the General Conditions.

4.8 **PROJECT RECORD DOCUMENTS**

Refer to Section 4.8 of the General Conditions.

4.9 **WARRANTY AND CORRECTION OF DEFECTIVE WORK**

Refer to Section 4.9 of the General Conditions.

ARTICLE 5 - CITY RESPONSIBILITIES

5.1 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 6 - AGREEMENT TIME

6.1 **GENERAL**

6.1.1 The Agreement Duration is **600** Calendar Days.

6.1.2 The Agreement Time will start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth in Article 6.4 below. The Notice to Proceed cannot be issued until approval and acceptance by City of the GMP or Fixed Price.

6.1.3 The Agreement Time will be as set forth in the Project Schedule. CM@Risk agrees that it will commence performance of the Work and complete the Project through Final Acceptance within the Agreement Time.

6.1.4 Time is of the essence of this Agreement for the Project, and for each phase and designated Milestone thereof.

6.2 PROJECT SCHEDULE

6.2.1 The Project Schedule approved as part of the GMP Proposal and incorporated herein as part of the attached **Exhibit D** must be updated and maintained throughout CM@Risk's performance under this Agreement in accordance with Section 6.2 of the General Conditions.

6.2.2 Failure on the part of CM@Risk to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of this Agreement by City.

6.2.3 Work must be completed to meet the following milestones after the Notice to Proceed:

	Milestone		Time		Liquidated damages for delay
1.	n/a	within	n/a	n/a	per calendar day

6.3 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.

6.4 FINAL ACCEPTANCE

6.4.1 Final Acceptance will be obtained within the time period set forth in the Project Schedule.

6.4.2 Final Acceptance will be issued pursuant to Section 6.5 of the General Conditions.

6.5 LIQUIDATED DAMAGES

6.5.1 Substantial Completion Liquidated Damages. CM@Risk acknowledges and agrees that if CM@Risk 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 CM@Risk agree that if CM@Risk fails to achieve Substantial Completion of the Work within the Agreement Time, City will be entitled to retain or recover from CM@Risk, as

liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9.

6.5.2 Final Acceptance Liquidated Damages. For the same reasons set forth in Article 6.5.1 above, City and CM@Risk further agree that if CM@Risk fails to achieve Final Acceptance of the Work within the Agreement Time, City will be entitled to retain or recover from CM@Risk, 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.

6.5.3 MAG Liquidated Damages. If no liquidated damages are specified in Articles 6.5.1 or 6.5.2 above, then the liquidated damages provisions in MAG § 108.9 will apply.

6.5.4 City may deduct liquidated damages described in this Article 6.5 from any unpaid amounts then or thereafter due CM@Risk under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due CM@Risk 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 CM@Risk.

6.6 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES ONLY

6.6.1 CM@Risk and City waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes:

6.6.1.1 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

6.6.1.2 Damages incurred by CM@Risk 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.

6.6.2 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 6.6 will be deemed to preclude an award of liquidated damages, when applicable, in accordance with Article 6.5 above.

6.6.3 Nothing herein will be deemed to constitute a waiver of any other remedy available to City in the event of CM@Risk'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 CM@Risk, the cost and expense of which will be offset against any monies then or thereafter due to CM@Risk (if any) and otherwise immediately reimbursed to City by CM@Risk.

ARTICLE 7 - AGREEMENT PRICE

7.1 AGREEMENT PRICE

7.1.1 In exchange for CM@Risk'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 CM@Risk the "Agreement Price," which:

The sum of the CM@Risk's Fee and reimbursable Cost of the Work, as defined in Section 15 of the General Conditions, which the CM@Risk guarantees will not exceed the GMP set forth in **Exhibit D** in the amount of **$8,360,342.** Costs which would cause the GMP to be exceeded must be paid by CM@Risk without reimbursement from City.

7.1.2 The Agreement Price is all-inclusive and specifically includes all fees, cost, insurance and bond premiums, allowances, construction contingency, owner's contingency, and taxes of any type necessary to fully, properly and timely perform and construct Work.

7.2 CHANGES TO AGREEMENT PRICE

Shall be determined under Section 9 of the General Conditions.

ARTICLE 8 - FORCED LABOR OF ETHNIC UYGHURS PROHIBITED

8.1 **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:

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CM@Risk"
ARCHER WESTERN CONSTRUCTION, LLC

Signature Date

Daniel P. Walsh
Print Name

President
Title

dpwalsh@walshgroup.com
Signer Email Address

EXHIBIT A

PROJECT SPECIFIC
SPECIAL PROVISIONS

4.2.7 Aerial Construction Photography

General Conditions Section 4 Subsections 4.2.7.1 & 4.2.7.2 are not applicable to this project.

4.2.8 Government Approvals and Permits

General Conditions Section 4 Subsection 4.2.8.1, City permit fees will be paid internally by the City and all other fees will be the responsibility of the Contractor.

The following Supplementary Provisions amend or supplement the Standard General Conditions of the Construction Contract as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Provisions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof. The address system used in these Supplementary provisions is the same as the address system used in the General Conditions, with the prefix "SP" added thereto.

SECTION 2 - GENERAL DEFINITIONS

SP-SECTION 2. Delete definitions for Consultant, Contractor, Final Acceptance, and Project Specific Condition in their entirety and insert the following in their place:

> **Consultant**: Person or firm that provides professional services. For the purposes of this contract the terms Consultant, Engineer and Design Professional all refer to Jacobs Engineering Group Inc. (Jacobs)
>
> **Contractor**: The person or business association with whom City has entered into an agreement for construction related Work or Services in relation to the Project at issue. For the purposes of this contract the terms Contractor, Construction Manager at Risk (CMAR or CM@Risk) all refer to Archer Western Construction.
>
> **Final Acceptance and Warranty**: The City's acceptance of the facility or project from the Contractor after all Work is completed, tested, inspected and Warranties provided in accordance with the Agreement requirements. Final Acceptance results in a Letter of Acceptance (LOA).

Project Specific Conditions: Additional conditions which apply to the specific Project and Scope of Work which are set forth in GMP Agreement.

SP-SECTION 2. Add the following definitions:

Construction Project Manager: The Construction Project Manager is considered the Project Manager for this contract.

Final Substantial Completion: The last Substantial Completion for a building or process area in the case of multiple Substantial Completions.

SECTION 4 - CONTRACTOR'S RESPONSIBILITIES FOR CONSTRUCTION SERVICES

4.1. GENERAL

SP-4.1. Delete Subsections 4.1.10, 4.1.11 and 4.1.12 in their entirety as they are not applicable to this project.

4.2. CONTRACTOR'S PRE-AGREEMENT AD PRE-WORK DELIVERABLES

SP-4.2. Delete Subsections 4.2.7, 4.2.7.1, 4.2.7.2, 4.2.7.4, 4.2.7.5, 4.2.7.6 & 4.2.7.7 in their entirety as they are not applicable to this project.

4.4. PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)

SP-4.4.10. Add the following new paragraph immediately after 4.4.10.1.

4.4.10.1.1 Contractor will be responsible for hiring their own private utility locator onsite. Work is Not in the Right of Way (ROW) where 811 applies.

4.8 PROJECT RECORD DOCUMENTS

SP-4.8. Delete Subsection 4.8.8 in its entirety and insert the following in its place:

4.8.8 Consultant will review the Project Record Drawings monthly prior to the date established for the Payment Request and will be the sole judge of acceptance of these Drawings.

SECTION 6 – AGREEMENT TIME

SP-6.5.1. Delete Subsection 6.5.1 in its entirety and insert the following in its place:

6.5.1 Unless otherwise expressly agreed to in writing by City, Final Acceptance must be obtained by no later than 30 Days (60 Days for federally funded agreements) after the date of Final Substantial Completion. Failure to timely obtain Final Acceptance will be a material breach of the Agreement.

SECTION 9 - CHANGES TO THE AGREEMENT

SP-9.1. Delete Section 9.1 Field Orders in its entirety and insert the following in its place:

9.1 FIELD DIRECTIVES:

City may authorize minor changes in the Work not involving an adjustment in the Agreement Price or the Agreement Times, which are consistent with the overall intent of the Agreement Documents. These may be accomplished by a written Field Directives on the standard form approved and executed by City with Engineer's clarification. Such Field Directives must be binding, and Contractor must perform the change promptly. If Contractor believes that a Field Directives justifies an increase in the Agreement Price or Agreement Time, Contractor may make a claim therefor as provided in Section 7.2.

SECTION 15 - PROVISIONS APPLICABLE SOLELY TO GMP AND COST-BASED AGREEMENTS, CHANGE ORDERS, AND JOB ORDERS

SP 15.4 Delete Subsection 15.4.1 in its entirety and insert the following in its place:

15.4.1 Construction Contingency. This GMP includes a dollar amount listed as a Construction Contingency which will be readily available for increased costs for subcontractors, material, and equipment subject to prior approval of City, which approval will not be withheld unreasonably. Subcontractors shall not include their contingencies within their scope of work. The Construction Contingency may also be used, at the discretion of City, to reimburse CM@Risk for unexpected costs due to (a) scope gaps between trade subcontractors; (b) agreement default by trade subcontractors; (c) unforeseen field conditions, but only as defined in Section 9.5 above; (d) work completed to meet the intent of the design, but which was not indicated on the plans; (e) costs overruns not covered by allowances. Cost for which CM@Risk desires to be paid from the Construction Contingency must be documented by CM@Risk on a time and materials basis and are subject to verification by City. If agreed to by City, a "Use of Contingency" form will be executed by both parties authorizing the actual cost of the work to be paid and included in the Work Item Direct Costs. The Construction Contingency is not allocated to any particular item of the Project but may be used for any portion of the work as determined above. Any amount not used in the Construction Contingency will belong to City and will reduce the GMP.

EXHIBIT A

SECTION 16 - PROVISIONS APPLICABLE SOLELY TO JOB ORDER AGREEMENTS (JOC)

SP-16. Delete Section 16 in its entirety as it is not applicable to this project.

SECTION 2 – COSTS NOT TO BE REIMBURSED

SP-2.1.9. Add the following new paragraph immediately after 2.1.8 of General Conditions Appendix 9 – Cost of the Work (Applicable solely to Construction Manager at Risk and Job Order Contracting)

2.1.9. Cost of Contractor's safety equipment and small hand tools will be considered overhead and general expense.

EXHIBIT B

GENERAL CONDITIONS

CHANDLER arizona
Community of Innovation

GENERAL CONDITIONS

Approved date: July 20, 2022

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SECTION 1 - SCOPE OF THESE GENERAL CONDITIONS

These General Conditions encompass provisions that apply, and are incorporated into all construction Agreements entered into by the City of Chandler, unless otherwise specifically excluded in the executed Agreement.

SECTION 2 - GENERAL DEFINITIONS

Allowance: A specific amount for a specific item of Work, if any, that City agrees has not been sufficiently designed, detailed, or selected (including design changes from 90% to 100% as authorized by and at the discretion of the City) at the time the Agreement Price is agreed to for Contractor to provide a definitive price.

Alternate Systems Evaluations or Alternative Analysis: Alternatives for design, means and methods or other scope considerations that are evaluated using value analysis principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets City requirements.

Change Order: A written instrument issued after execution of the Agreement Documents signed by City and Contractor, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or deliverables; the amount of the adjustment to the Agreement Price, the extent of the adjustment to the Agreement Time, or modifications of other agreement terms. The Agreement Price and the Agreement Time may be changed only by Change Order.

Consultant: Person or firm that provides professional services.

City (Owner or OWNER): City of Chandler, a municipal corporation, with whom Contractor has entered into the Agreement and for whom the Work or Services are to be provided pursuant to the Agreement(s).

Contingent Bid Items: This is a minor bid item which is likely, but not certain, to occur during the course of work. If the Engineer determines that this work is required, the Contractor will accomplish the work and payment will be made based on the contingent unit bid price included in the proposal. Since the quantity listed in the proposal is primarily for bid comparison, the amount of work required by the Engineer may vary materially from this.

Agreement: The written agreement executed between City and Contractor, including all of the Agreement Documents.

Agreement Documents: The documents which together form the Agreement between City and Contractor, as identified in Article 2 of the Agreement, or are otherwise incorporated into the Agreement, including the Agreement, the exhibits thereto, these General Conditions, any Notice to Proceed, and any Job Order (if applicable), the Plans and Specifications, Project Schedule, written and properly executed Change Orders, MAG Specifications and City's amendments thereto, and any other documents so designated in the Agreement.

Agreement Price: The agreed-upon price to be paid to Contractor for full, timely, and acceptable completion of the Work or Services under the terms of the Agreement.

Agreement Time(s): The number of calendar days or the dates related to the applicable phase, Substantial Completion, or Final Acceptance as stated in Agreement Documents. Agreement Time starts

with the Notice to Proceed (NTP) and ends with Final Acceptance. The Agreement Time is set forth in the Agreement and is based upon the Project Schedule agreed to by City in writing.

Contractor: The person or business association with whom City has entered into an agreement for construction related Work or Services in relation to the Project at issue.

Contractor Payment Request: The form that is accepted by City and used by Contractor in requesting progress payments or final payment and which must include such supporting documentation as is required by the Agreement Documents or City.

Construction Budget: The City's budget for construction of the Project.

Construction Documents: The Plans, Specifications, and Drawings prepared and issued by the Design Professional and approved by City for construction, meaning the documents are sealed by the Design Professional (as required), acceptable for permitting and incorporated into the Agreement by this reference. All amendments and modifications to the Construction Documents must be approved in writing by City prior to incorporation into the Agreement.

Cost of the Work: The term Cost of the Work will mean costs necessarily incurred by Contractor in the proper performance of the Work. Such costs will be at rates not higher than the standard paid at the place of the Project except with prior consent of City.

Critical Path Method (CPM): A scheduling technique which identifies the logical sequence of the activities occurring in a Construction Project, the anticipated time required to complete each activity in the Project, and the activities that must be completed on schedule to finish the Project within the anticipated time. Typically, activities are arranged in a network that shows both activities and their dependencies. CPM is also used as a management technique which enables contracting parties to predict when activities may occur so that resources can be effectively used and limitations can be identified.

Critical Path: Critical Path is the sequence of project network activities which add up to the longest overall duration. Once established in the Project Schedule, the Critical Path for the Project must not be changed without prior written approval of City.

Day: Calendar day(s) unless otherwise specifically stated in the Agreement Documents.

Design Professional: The qualified, licensed person, firm or corporation who furnishes design and construction administration services required under the Agreement Documents. These services may include, but are not limited to: development of Construction Drawings and Documents, review of Contractor Submittal(s), review of and response to Requests for Information, approval and certification of progress payment applications, construction administration, and construction agreement close out.

Differing Site Conditions: Concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Agreement Documents, or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work at the general area of the Site. Caliche, rock, hard-digging or sandy/silty soil encountered on a project is not considered a "Differing Site Condition."

Drawings (Plans): Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by Contractor during the construction phase and which have been prepared

or approved by the Design Professional and City. These documents include Drawings that have reached a sufficient state of completion and released by Design Professional solely for the purposes of review and use in performing constructability or bid-ability reviews by Contractor and in preparing cost estimates (e.g. Master Planning and Programming, Schematic Design, Design Development, and Construction Drawings), but *"not for construction*." Shop Drawings are not Drawings as so defined.

Final Acceptance: The City's acceptance of the facility or project from the Contractor after all Work is completed, tested, and inspected in accordance with the Agreement requirements. Final Acceptance results in a Letter of Acceptance (LOA).

Fixed Price: A fixed price or amount for an Agreement Price, Scope of Work, materials, or other item under an Agreement, Change Order, or other agreement, which City agrees, in writing, to pay instead of the actual cost.

Float: The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Agreement Time. Unless otherwise expressly agreed in writing, all Float belongs to City.

Laws, Regulations, or Legal Requirements: Any and all applicable laws, rules, regulations, ordinances, codes and orders applicable to the Project of any and all governmental bodies, agencies, authorities and courts having jurisdiction and any applicable provisions of the Development Agreement for the Project (if any), including, without limitation, those provisions relating to the design and construction of the Project.

Line Item: The individual elements of Work identified on a bid or other schedule and associated with a price or a unit price and quantity particular to that individual element of the Work. Also refers to individual items of work within the Schedule of Values.

Liquidated Damages: Designated damages for the City to collect as compensation upon a specific breach (example: late delivery).

Long-Lead Item: Long-lead item refers to the equipment, product, or system that is identified at the earliest stage of a project to have a delivery time long enough to affect directly the Critical Path/the overall lead time of the project.

MAG: The Maricopa Association of Governments.

MAG Specifications: The most current version of the Uniform Standard Specifications for Public Works Construction published by MAG.

MAG Standard Details: The most current version of the Uniform Standard Details as published by MAG.

Minor change: A change in the Work having no impact on cost or time or the City-approved design intent, as determined by City.

Notice to Proceed (NTP): A written notice given by City to Contractor fixing the date on which Contractor will start to perform Contractor's obligations under the Agreement.

Project: The Project specified in the Agreement (including a Job Order).

Project Manager: The Project Manager designated in Article 1 of the Agreement, or any successor thereto

designated by City. The Project Manager has the authority to act on behalf of City, as delineated and limited by the Agreement Documents and applicable law. And City will communicate with Contractor through the Project Manager. However, the Project Manager has no authority to bind City or City Council in contravention of any City code, State or Federal statute or regulation, or these General Conditions.

Project Schedule: The schedule for the completion of the Project agreed to and required by City.

Project Specific Conditions: Additional conditions which apply to the specific Project and Scope of Work which are set forth in Exhibit D of the Agreement.

Project Team: The Project Team consisting of the Design Professional, Contractor, Project Manager, and such others as City may designate.

Punch List: The list initially prepared by Contractor pursuant to the Agreement Documents, reviewed and supplemented by the Project Manager (and at the sole option of the Project Manager, the Design Professional) and approved by City containing items of incomplete work not impacting Substantial Completion, if allowed for under the Agreement, and to be completed or corrected by Contractor after Substantial Completion and before Final Acceptance in accordance with the Agreement Documents.

Quality Assurance (QA) Testing: Testing performed to verify the accuracy and applicability of the QC testing results and to ascertain that the materials installed meet the specified levels of quality in accordance with the Agreement Documents.

Quality Control (QC) Testing: Testing performed to assure that the materials installed comply with the requirements in the Agreement Documents.

Requests for Information (RFIs): Formal written request from Contractor to City or Design Professional for the Project seeking clarification or additional information needed for Contractor to properly complete the Work or Services under the Agreement. City may require RFI's to be submitted on a specific form or in a specified format.

Schedule of Values (SOV): The specified document prepared by Contractor, and approved and accepted by City, which divides the Agreement Price into pay items, such that the sum of all pay items equals the Agreement Price for the construction phase Work, or for any portion of the Work having a separate specified Agreement Price.

Scope of Work: The scope of work agreed to or required by City and incorporated into the Agreement as Exhibit A.

Shop Drawings: All drawings, diagrams, schedules and other data specifically prepared for the Work by Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Site: The land or premises on which the Project is located.

Specifications: The part(s) of the Agreement Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto. Where specified, the Project must be constructed using the current Uniform Standard Specifications and Details for Public Works

Construction as furnished by the Maricopa Association of Governments, as amended by City.

Subconsultant: A person, firm or corporation having an Agreement with Consultant/Contractor to furnish services required as its independent professional associate or consultant with respect to the Project.

Subcontractor: An individual or firm having a direct Agreement with Contractor or any other individual or firm having an Agreement with the aforesaid contractors at any tier, who undertakes to perform a part of pre-construction services or construction phase Work at the Site for which Contractor is responsible. Subcontractors must be selected through the Subcontractor selection process described in the Agreement Documents, if any.

Substantial Completion: The date when the City determines that the Work (or separable units of Phases as provided in the Agreement Documents) is essentially and satisfactorily complete in accordance with the Agreement Documents such that the Project is ready for use by the City for its intended purpose, opening to the general public, full occupancy or use by City (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and all areas serving the general public, as applicable, must be ready for full operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories, and similar elements are installed in the proper manner and in operating condition, inspected, and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air conditioning, vertical transportation, and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and other work as applicable, has been performed to a similar state of essential and satisfactory completion.

Supplier: A manufacturer, fabricator, distributor, or vendor having a direct Agreement with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by Contractor or any Subcontractor.

Total Float: Number of Days by which pre-construction services or construction phase Work or any part of the same may be delayed without necessarily extending a pertinent Agreement Time or schedule milestone in the Project Schedule.

Work: The entire completion of construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Agreement Documents for the construction phase.

Writing: Typing, printing, photography and other modes of representing or reproducing words in a visible form, including email, and expressions.

SECTION 3 - STANDARD SPECIFICATIONS AND DETAILS

3.1 City operates under the latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of the City's Unified Development Manual, may be found and downloaded from City's website at http://www.chandleraz.gov.

3.2 Copies of the MAG Specifications and MAG Standard Details are available at the Maricopa Association of Governments office, 302 N. 1st Avenue, Suite 300, Phoenix, Arizona. They may also be downloaded from their website at: http://www.azmag.gov/Newsroom/Publications

3.3 The MAG Specifications and Standard Details and City's amendments thereto are incorporated into the Agreement by this reference.

SECTION 4 - CONTRACTOR'S RESPONSIBILITIES FOR CONSTRUCTION SERVICES

4.1 **GENERAL**

4.1.1 Contractor must construct the Work in accordance with the Agreement Documents and as outlined in Exhibit A of the Agreement to the satisfaction of City, exercising the degree of professional care, skill, diligence, quality and judgment that a professional construction manager engaged, experienced and specializing in the construction management of construction and facilities of similar scope, function, size, quality, complexity and detail in urban areas throughout the United States comparable to Chandler, Arizona would exercise at such time, under similar conditions. Contractor must, at all times, perform the Work in conformance with sound and generally accepted engineering principles and construction management and construction contracting practices.

4.1.2 If Contractor observes errors, discrepancies or omissions in the Agreement Documents, Contractor must promptly notify the Design Professional and City and request clarification. If Contractor, with the exercise of reasonable care, should have recognized such error, inconsistency, omission, or difference and fails to report it to City, and if Contractor proceeds with the Work affected by such observed errors, discrepancies or omissions, without receiving such clarifications, Contractor does so at its own risk and will be liable to City for damages resulting from proceeding without clarification.

4.1.3 Project Team and agents of each of them, testing agencies and governmental agencies with jurisdictional interests will be provided access to the Work at reasonable times for their observation, inspection, and testing. Contractor must provide proper and safe conditions for such access.

4.1.4 Contractor must comply with, and require all Subcontractors to comply with, the Arizona Contractors' license laws, including all requirements with respect to being duly registered and licensed.

4.1.5 Contractor must ensure that all employees performing any Work for which Contractor is responsible have a legal right to live and work in the United States. In addition, all compensation of any such employee must meet all applicable requirements of the Fair Labor Standards Act (FLSA) and Federal Minimum Wage laws.

4.1.6 Contractor must comply with the Immigration Reform and Control Act of 1986 (IRCA). Contractor understands and acknowledges the applicability of the IRCA activities. Contractor agrees to comply with the IRCA while performing their work and to permit City inspection of Contractor personnel records to verify such compliance.

4.1.7 Pursuant to MAG Specifications §§ 107.4, Contractor must report immediately any discovery of archeological ruins or artifacts. Excavation must stop immediately so that City can decide on the pertinent steps to follow such discovery.

4.1.8 All property owners that may be affected by the proposed construction activities must be notified of the scope, duration of the construction activities and possible interference with their day-to-day activities by Contractor prior to start of construction. In addition, individual residential or commercial interferences, such as driveway restrictions, water outages, and all other Work adjacent to residence/business, require 48-hour notification in advance of specific adjoining Work. Notification may be through door hangers or other procedures approved by the City.

4.1.9 Access must be maintained to adjacent properties at all times during construction. Where property has more than one point of access, no more than one access will be restricted or closed at any one time. Access to adjacent private driveways will be maintained during all non-working hours.

4.1.10 Contractor must furnish and erect construction signs in accordance with Project Specifications. The signs must be professionally prepared and subject to approval by City, must be maintained by Contractor for the duration of the project, and must be removed by Contractor during the final project clean up.

4.1.11 The number of signs required, the size, shape, installation requirements and information to be included for construction signs is established on the detail sheet, provided, however, signs must be a minimum of 4 foot by 8 foot and must be installed so that the bottom of the sign is at least 4 foot above grade. No direct payment will be made for furnishing and erecting construction signs. The cost thereof must be included in other items for which direct payment is made. Sign locations will be determined by City.

4.1.12 All required construction signs must be installed by Contractor within 7 Days of Notice to Proceed.

4.1.13 The Work to be accomplished under these Agreement Documents has been designed for City by a Design Professional retained by City for this purpose. It is understood that normal construction Administration for the purpose of interpretation of the Agreement Documents is provided by City. Should any services of the Design Professional be required to assist in the corrections of errors or omissions by Contractor, or services of the Design Professional be required because of changes in structure or equipment where Contractor has requested approval of substitute methods or material, or any other items detailed herein below, those services will be provided by the Design Professional at the standard hourly rates previously negotiated with City and must be paid for by the Contractor.

4.1.14 Contractor must reimburse City for costs incurred by the Design Professional for additional services to the Project through no fault of City or the Design Professional including, but not limited to, the following conditions:

a. Additional Site visits, investigations, inspections, design work or reports by the Design Professional which are required due to damages to existing facilities or completed Work caused by the Contractor in his performance, Contractor's negligence, or Contractor's Work which is rejected as defective or as failing to conform to the Agreement Documents;

b. Design Professional construction phase services rendered on the project during the time the project remains incomplete after the Agreement date of final completion will be charged to Contractor at a rate previously negotiated City; and

c. All retesting required due to the failure of Contractor's Work to meet the requirements of the Agreement Documents will be at Contractor's expense. All standby and travel time by the City's testing lab, the Design Professional or City due to Contractor's inability to be prepared for testing at the agreed upon time will be at the Contractor's expense.

4.1.15 City may withhold from any payment otherwise due to Contractor any amounts necessary to pay the Design Professional for such additional services as provided herein above.

4.1.16 Contractor will not be required to bear additional costs incurred by City due to errors by the Design Professional.

4.2 **CONTRACTOR'S PRE-AGREEMENT AND PRE-WORK DELIVERABLES**

4.2.1 Prior to award of the Agreement, Contractor must execute Agreement and deliver to City. Failure to do so may delay Agreement award. Contractor must also provide to City its Contractor's License classification and number and its Federal Tax I.D. number.

4.2.2 Before beginning any Work under the Agreement, Agreement must be fully executed by City.

4.2.3 After Agreement award, City will issue to Contractor an award letter. At that time Contractor must deliver to City such bonds and certificates of insurance with endorsements in such amounts (and other evidence of insurance requested by City) required under Section 11 of these General Conditions, and as the Agreement requires.

4.2.4 As evidence of Workmen's Compensation Insurance, Contractor must, upon request, provide a letter of certification from the Industrial Commission of Arizona that Contractor is insured by the State Compensation Fund or is an authorized self-insurer or a certificate of insurance issued by an insurance company authorized by the Insurance Department of Arizona to write Workmen's Compensation and Occupational Disease Insurance in the State of Arizona.

4.2.5 Within 10 Days of the date of the executed Agreement letter issued by City, Contractor must submit to City for review and acceptance the following items:

4.2.5.1 Comprehensive construction Project Schedule including a Critical Path Method (CPM) diagram schedule as described in Section 6.2. Project Schedule must be in Microsoft Project standard file format. Within 10 Days of receipt of City's comments, Contractor must make all required corrections, adjustments, and additions to complete the Project Schedule and resubmit to City for review.

4.2.5.2 Preliminary schedule of submittals and Shop Drawings. Within 10 Days of receipt of City's comments, Contractor must submit the corrected and completed schedule of Shop Drawings submissions for approval. Contractor's schedule of Shop Drawings and sample submittals will be acceptable to City if it provides a workable arrangement for reviewing and processing the required submittals.

4.2.5.3 Schedule of Values in a form specified by City reflecting the subcontracts and other categories that will be used to submit Pay Applications for the Work. The total amount of the Schedule of Values must not be greater than the Agreement Price. The Schedule of Values will be reviewed at the Pre-Construction Conference and revised by Contractor within 10 Days after Pre-Construction Conference in response to comments and questions from

City. Once accepted by City in writing, the Schedule of Values for the Project must not be changed without the prior written approval of City.

4.2.6 Video Recording Requirement. Prior to performing any Work, Contractor must document the existing conditions of the Site, all other areas where Work will occur and all adjacent areas that may be impacted by the Work via digital video format. Contractor must video record and index all areas, features, buildings and other public and private improvements that could potentially be impacted by the Work. Video recording must be coordinated with City. When video recording private property, Contractor must also coordinate the video recording with the private property owner, if possible. Contractor must provide City with a copy of said digital video format prior to performing any Work.

4.2.7 Aerial Drone Construction Photography.

4.2.7.1 If Agreement duration is greater than 90 calendar days, Contractor must engage a professional unmanned aerial vehicle (UAV) aerial pilot to photograph the Site prior to construction mobilization, at three-month intervals during construction, and following final inspection. Drone camera specifications must meet the following minimum requirements:

a. 1-inch CMOS
b. Pixels: 20M
c. FOV 84 8.8 mm/24 mm (35 mm format equivalent) f/2.8-f/11 auto focus at 1 m-
d. For photographing: 16.9 Aspect Ratio: 5472x3078
e. For video shooting: MP4/MOV/H.264
f. FHD: 1920x1080 120p @100Mbps
g. File format: High Definition (HD) JPEG for digital photos and HD MPEG 4 for digital video.
h. All metadata to be recorded including GPS data and preserved with photographs provided.

Interval	**JPEG**
3 month intervals	At an altitude (AGL) between 70-90 ft.
3 month intervals	Images to be taken every 50-100 ft. to be determined based on project scope.

4.2.7.2 Drone photos to be taken in sequential geographical order and then organized and provided in the same manner unless otherwise specified.

4.2.7.3 Photos to be provided digitally via an online file share service and/or by a USB drive to contractor.

4.2.7.4 Drone pilots to obey ALL local (city, county, state) UAV regulations as well as FAA UAV guidelines including, but not limited to, conducting all flights during daylight hours, not exceeding maximum altitude ceilings (depending on area), not flying over people, yielding to other aircraft.

4.2.7.5 Drone pilots must fly drone within visual line of sight (VSOL) and have visual spotter when needed. Drone pilots only to operate in favorable weather conditions when minimum visibility is 3 miles or greater.

4.2.7.6 Drone pilots to conduct a preflight checklist and visually inspect the entire flight path prior to flying to ensure a safe flight.

4.2.7.7 Airspace Authorizations. Operations in Class G airspace are allowed without air traffic control (ATC) permission. Operations in Class B, C, D and E airspace need ATC authorization. Drone pilots to schedule each flight in advance and based on airspace if required will notify nearby airports/control towers, etc.

4.2.8 Government Approvals and Permits.

4.2.8.1 Contractor must obtain all necessary permits for the Work and pay all applicable fees, unless otherwise noted on the Plans and in the Specifications. City permit fees will be paid internally by City. For bidding purposes, an allowance for all permit fees is included in the bid schedule under the item "allowance for permit fees." The Contractor will be paid for the actual cost of the permit fees upon submitting a receipt showing the fee Contractor has paid. Excluded from the above allowance are items such as all costs incurred by the Contractor in securing the permit except for the actual permit fee established by the agency, cost for all shutdowns or outages, cost for pole bracing, cost of permits for construction water, cost of construction water, cost for any additional insurance requirements, cost for any licenses, and other similar type costs. Contractor is specifically notified of the need to obtain the necessary environmental permits or file the necessary environmental and regulatory permit notices.

4.2.8.2 Copies of all permits and the associated notices must be provided to City prior to starting the permitted activity.

4.3 PRE-CONSTRUCTION CONFERENCE

4.3.1 Prior to the commencement of any Work, City will schedule a Pre-Construction Conference.

4.3.2 The purpose of this Conference is to establish a working relationship between Contractor, the utility firms, and various City agencies. The agenda will include critical elements of the Work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, and emergency telephone numbers for all representatives involved in the course of construction.

4.3.3 Minimum attendance by Contractor at any mandatory meeting with City must be (1) Contractor's Representative, who is authorized to execute and sign documents on behalf of the firm, (2) Contractor's on-site Superintendent, and (3) Contractor's Safety Office, or other employee responsible for safety.

4.4 PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)

4.4.1 Unless otherwise provided in the Agreement Documents to be the responsibility of City or a separate Contractor, Contractor must provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Contractor to complete the Work consistent with the Agreement Documents.

4.4.2 Contractor must perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Agreement Documents. Contractor must at all times exercise complete and exclusive control over the means, methods, safety, sequences and techniques of construction.

4.4.3 Contractor's Superintendent must be present at the Site at all times that material Work

under this Agreement is taking place. Contractor's Superintendent or designee must be present at the Site at all times any other Work under this Agreement is taking place. Superintendent must not be replaced without written notice to City. Whenever the Superintendent is not present at a particular part of the Work where the City or Design Professional may desire to inform the Contractor relative to interpretation of the Drawings and Specifications or to disapproval or rejection of materials or Work performed, the City or Design Professional may provide such information in writing to the foreman or other worker in charge of the particular part of the Work in reference to which the information is given. Information so given will be as binding as if given to the Superintendent.

4.4.4 All elements of the Work must be under the direct supervision of a foreman or his designated representative on the Site who must have the authority to take actions required to properly carry out that particular element of the Work.

4.4.5 Working Hours. Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated, all Work at the Site must be performed during regular working hours, and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without City's written consent given after prior written notice to City. If it will become absolutely necessary to perform Work at night or on Saturdays, Sundays or legal holidays, the City must be informed at least 24 hours in advance of the beginning of performance of such Work. Only such Work will be done at night as can be done satisfactorily as determined by the City. Good lighting and all other necessary facilities for carrying out and inspecting the Work must be provided and maintained at all points where such Work is being done. Further, unless such non-normal work hours are performed at City's request or required by the Agreement Documents, Contractor must pay to City all additional costs incurred by City by reason of such non-normal working hours. Expenses incurred by City for overtime compensation must be reimbursed by Contractor as follows: (i) City staff at the rate set forth in current City Fee Schedule as published on City website, (ii) Design Professional and staff at the standard hourly rates previously negotiated with City, and (iii) all others at actual cost plus ten percent administrative overhead. Such costs may be deducted by City from any payments due to Contractor. Provided, however, if overtime work or work during other than normal hours is at the request of City and not due to Contractor delay, City will pay the cost of City overtime expenses.

4.4.6 Where the Agreement Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, it is Contractor's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer. All materials and equipment must be stored, applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Agreement Documents; but no provisions of any such instructions will be effective to impose on City of Design Professional responsibility for the means, methods, techniques, sequences or procedures of construction or for safety precautions incident thereto.

4.4.7 Before starting the Work, Contractor must carefully study and compare the various Plans, Drawings, other Agreement Documents, and Specifications relative to that portion of the Work, as well as the information furnished by City, must take field measurements of any existing conditions related to that portion of the Work and must observe any conditions at the Site affecting it. The exactness of grades, elevations, dimensions, or locations given on any Drawings, or the Work installed by other contractors, is not guaranteed by City.

4.4.8 Before ordering materials or doing Work, Contractor and each Subcontractor must verify measurements at the Site and will be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the Agreement Documents, including the Drawings.

4.4.9 Ground Level Construction Photography.

4.4.9.1 The Contractor must furnish progress photographs of the project. The photographer selected by the Contractor must be approved by the City and must be either a commercial photographer or an individual experienced and equipped for such photography.

4.4.9.2 The Contractor must deliver to City all photographs taken during that period with each application for payment. If the current photographs do not accompany the application, the application will not be reviewed and will be returned to the Contractor as incomplete.

4.4.9.3 Photographs must be identified by use of typewritten labels affixed to the back of the photograph. The label must provide a description of the view, the direction from which the photograph was taken, the name of the project, City's project number, the name of Contractor and the date of the photography. The stationing must also be included for all pipeline installations.

4.4.9.4 Photographs must be taken during the construction period and must be of aesthetic composition and depict the progress of the Work from the beginning of construction through and including the finished product. City may vary the specified frequency so that significant progress or changes can be recorded on the photographs.

4.4.10 Underground Facilities.

4.4.10.1 The existence and number of facilities as shown on the Plans are estimated from information furnished by the particular utility. Contractor is responsible for field verification and location of all utilities prior to the start of construction. No field work will be allowed to start until Contractor has contacted Arizona 811 and all affected utilities have been located. In addition, Contractor must expose and physically locate all potentially conflicting utilities prior to construction. The actual locations of the utilities must be compared to locations shown on the Plans and any required changes in alignment and grade must be made at the time of construction in consultation with Project Manager. It is generally recognized and Contractor should anticipate that information from Arizona 811 or information from utility companies during project design, frequently fails to disclose all underground facilities. The fact that more utility lines or other underground facilities are located in the Project Site than shown on the Project Plans does not constitute an "unforeseen Condition" and such undisclosed underground facilities do not differ materially from the conditions which Contractor should expect. The provisions of Sections 105.4, 105.6, 107.11 and 109.8.1 of the MAG Uniform Standard Specifications for Public Works Construction apply and are incorporated herein by this reference.

4.4.10.2 Contractor is responsible for all coordination with utility companies. The provisions of Sections 105.4, 105.6, 107.11 and 109.8.1 of the MAG Uniform Standard Specifications for Public Works Construction strictly apply and no additional compensation will be paid to Contractor for delays due to utility work on the project.

4.4.11 Relocation of Existing Water Meters. When a service line has been extended and a line

setter installed in a meter box, City forces will re-install meter. No compression fittings will be utilized.

4.4.12 Water Turn-On or Turn-Off.

4.4.12.1 Contractor must coordinate all water line turn-ons and turn-offs through the City. Application must be made to the Municipal Utility Division and Contractor must pay the established charges. The City will close existing valves, but will not guarantee a bone-dry Shutdown.

4.4.12.2 Contractor must notify all customers affected by the turn-off not less than 48 hours in advance. Notification must be in writing, must give the reason for the turn-off and must give the estimated time and duration that water service will be interrupted. Contractor is also notified that water turn-off will not be permitted on the Day before and after Thanksgiving Day and Christmas Day.

4.4.12.3 No direct payment will be made to Contractor for turn-ons or turn-offs. Costs associated therewith will be included in other items for which direct payment is made.

4.4.13 Tests and Inspections.

4.4.13.1 Contractor must give City timely (at a minimum, twenty-four hours) notice of readiness of the Work for all required inspections, tests or approvals. Contractor must give timely notice to City in advance of backfilling or otherwise covering any part of the Work so that city representative may, if desired, observe such part of the Work before it is concealed. Whenever Contractor varies the normal period during which Work or any portion of it is carried on each Day, Contractor must give timely notice to City so that city representative may, if desired, be present to observe the Work in progress. If Contractor fails to give such timely notice, any Work done in the absence of city representative will be subject to rejection. If Contractor gives such notice to City, but then is not ready for such inspections, tests, approvals or observations at the time so noticed, Contractor must reimburse City for all costs incurred by the attendance of city representatives.

4.4.13.2 If any law, ordinance, rule, regulation, code, or orders of any public body having jurisdiction requires any Work (or part thereof) to be inspected, tested or approved, Contractor (unless another party is specified in the Agreement Documents) must assume full responsibility therefor, pay all costs in connection therewith and furnish City the required certificates of inspection, testing, or approval. Contractor must also be responsible for and must pay all costs in connection with any inspection or testing required by the Specifications in connection with City's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Agreement Documents will be paid by City (unless otherwise specified).

4.4.13.3 All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction must be performed by organizations acceptable to City and by the Design Professional if so specified.

4.4.13.4 Neither observations by City, the Design Professional nor inspections, tests or approvals by others will relieve Contractor from their obligations to perform the Work in accordance with the Agreement Documents.

4.4.14 Uncovering Work. If any Work that is to be observed, inspected, tested or approved is covered without written concurrence of City, it must, if requested by City be uncovered for observation. Unless Contractor has given City timely notice of Contractor's intention to cover such Work and City has not acted with reasonable promptness in response to such notice, Contractor must furnish all necessary labor, material and bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order will be issued.

4.4.15 In all cases of interconnection of its Work with existing or other Work, Contractor must verify at the Site all dimensions relating to such existing or other Work. Any errors due to Contractor's failure to so verify all such grades, elevations, locations or dimensions must be promptly rectified by Contractor without any increase in the Agreement Price. Any design errors or omissions noted by Contractor during this review must be reported promptly to City.

4.4.16 Contractor must establish and maintain all construction grades, lines, levels, and benchmarks, and will be responsible for accuracy and protection of same. This Work must be performed or supervised by a licensed civil engineer or surveyor in the State of Arizona.

4.4.17 Contractor must photograph all buried piping of greater than four (4) inches in diameter prior to backfill.

4.4.18 Contractor is responsible for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Agreement Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

4.4.19 Contractor must coordinate the activities of all Subcontractors. Contractor must coordinate performance of the Work with City's Public Works & Utilities Department and other departments or agencies within City. The Design Professional and other contractors or parties involved in the Project. If City performs other work on the Project or at the Site with separate contractors under City's control, Contractor agrees to cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

4.4.20 Contractor will not substitute or change any Subcontractor or Supplier without the prior written approval of City. Any substitute or replacement Subcontractor or Supplier must be required to meet the same qualifications and selection criteria and process as the original Subcontractor or Supplier. If a Subcontract/Supplier selection plan has been approved by City, Contractor will follow that plan unless otherwise approved by City in writing.

4.4.21 Contractor must not change or replace any members of its Project team, including Contractor's Representative, Project Manager, or Superintendent, without an explanation for the change being given to City, and receiving prior written approval of the change from City, which approval will not be unreasonably withheld.

4.4.22 Subcontractors whose scope of work has a value greater than 15% of the total Agreement Price are required to furnish performance and payment bonds to Contractor, unless

otherwise approved in writing by City.

4.4.23 Contractor must comply with MAG Specification § 108.2 (E) unless otherwise specified in Agreement Documents.

4.5 **CONTROL OF THE PROJECT SITE**

4.5.1 Throughout all phases of construction, including suspension of Work, Contractor must keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Prior to Final Acceptance of the Work, or a portion of the Work, Contractor must remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use.

4.5.2 Contractor must take whatever steps, procedures or means necessary to prevent dust nuisance due to construction operations. The dust control measures must be maintained at all times to the satisfaction of City and in accordance with the requirements of the Maricopa County Bureau of Air Pollution Control Rules and Regulations.

4.5.3 Contractor must maintain Americans with Disabilities Act (ADA) and American National Standards Institute (ANSI) accessibility requirements during construction activities, including without limitation compliance with the 2010 regulations governing implementation of the ADA to the extent applicable. ADA and ANSI accessibility requirements must include, but not be limited to, parking, building access, areas of refuge, and emergency exit paths of travel. Contractor is responsible for the coordination of all Work to minimize disruption to residents and the public.

4.5.4 Only materials and equipment used directly in the Work will be brought to and stored on the Site by Contractor. When equipment is no longer required for Work, it must be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

4.5.5 Contractor agrees all persons working on the Site must act at all times in the best interest of the Project and will comply with all applicable rules and regulations reasonably set forth by City related to the Site. Notwithstanding the foregoing or anything in this Agreement to the contrary, City may remove from the Site any individual who City deems in their reasonable discretion to be creating a disturbance or causing any problem on the Site.

4.5.6 Contractor will be responsible to City for the acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and any other person performing any of the Work under an Agreement with Contractor, or claiming by, through or under Contractor, for all damages, losses, costs and expenses resulting from such acts or omissions.

4.5.7 City may conduct criminal, drive history, and all other requested background checks of Contractor and Subcontractor personnel performing Work or who have access to City's information, data, or facilities in accordance with City's current background check policies, or the provisions of the Project Specific Conditions. Any officer, employee or agent that fails to background check must be replaced immediately.

4.5.8 City will have a final authority, based upon security reasons: (i) to determine when

security clearance of Contractor's and Subcontractor's personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting personnel; and (iii) to determine whether or not any individual or entity may provide Services or perform Work under the Agreement.

4.5.9 If City objects to any personnel for any reasonable cause, then Contractor must, upon notice from City, remove such individual from the Project.

4.6 **PROJECT SAFETY**

4.6.1 The Project and all Work performed in relation thereto is governed by applicable provisions of the federal laws, including but not limited to, the latest amendments of the following:

a. Williams-Steiger Occupational Safety & Health Act of 1970, Public Law, 91-596.

b. Part 1910 and Part 1926 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.

c. Part 1518 – Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

4.6.2 Contractor is responsible for safety of the job Site for employees of Contractor as well as for members of the general public and others who may drive or walk through or be at the Site.

4.6.3 Contractor recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to: (i) all individuals at the Site, whether working or visiting; (ii) the Work, including materials and equipment incorporated into the Work and stored On-Site or Off-Site; and (iii) all other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and (iv) the owners or tenants of adjacent property and their patrons, employees and invitees.

4.6.4 Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

4.6.5 Contractor must provide a "competent person' as required by O.S.H.A regulations. The "competent person" must be identified at the Pre-Construction Conference with City advised in writing of any changes.

4.6.6 The "competent person" must make routine daily inspections of the Site and must hold weekly safety meetings with Contractor's personnel, Subcontractors and others as applicable.

4.6.7 Contractor and Subcontractors must comply with all legal and regulatory requirements relating to safety, as well as any City specific safety requirements set forth in the Agreement Documents, provided that such City-specific requirements do not violate any applicable legal and regulatory requirements.

4.6.8 Contractor will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Project Manager and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

4.6.9 Contractor's responsibility for safety under this Section is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

4.6.10 As between City and Contractor, Contractor is responsible to City for any and all the safety issues relating to the Work on the Project. Contractor must administer and manage the safety program. This will include, but not necessarily be limited to review of the safety programs of each Subcontractor. Contractor must monitor the establishment and execution of compliance with all applicable regulatory and advisory agency construction safety standards. Contractor's responsibility for review, monitoring, and coordination of the Subcontractor's safety programs will not extend to direct control over execution of the Subcontractors' safety programs. Notwithstanding Contractor's safety obligations to City, it is agreed and understood that each individual Subcontractor will remain controlling employer responsible for the safety programs and precautions applicable to its own work and the activities of other's work in areas designated to be controlled by such Subcontractor for purposes of workers compensation insurance coverage.

4.6.11 Nothing in this agreement will relieve Contractor of his responsibility to maintain traffic, structures, etc., as noted on the Plans, Specifications, and Project Specific Conditions. Contractor is responsible to provide all necessary shoring, bracing and trench support as is necessary to maintain traffic structures, etc., as stipulated in the Plans, Specifications, and Special Provisions. If the stability of adjoining building, walls, roadways, etc., is endangered by Contractor's excavation, shoring, bracing, or under pinning must be provided as necessary to ensure project safety. Cost for shoring, bracing, underpinnings, and trench support will be included in the appropriate items listed in the Agreement Price, and no additional payment will be made for this work.

4.7 MATERIALS QUALITY, SUBSTITUTIONS, AND SHOP DRAWINGS

4.7.1 Quality Control and Quality Assurance Testing.

4.7.1.1 All construction materials to be used or incorporated in the Project are subject to inspection, Quality Control & Quality Assurance Testing, and approval or rejection by City. Any material rejected by City must be removed immediately and replaced in an acceptable manner to City at no additional cost to City. When QC/QA tests indicate noncompliance with the Agreement Documents, retesting must be performed by the same testing laboratory that performed the tests that indicated noncompliance.

4.7.1.2 The Contractor must establish, provide, and maintain an effective Quality Control Testing Program (QCTP). The Contractor must develop his own program or procure the services of a consultant. In either case, the party performing the tests must be currently certified by the National Bureau of Standards in the National Voluntary Laboratory Accreditation Program (NVLAP) for construction services or the AASHTO Accreditation Plan (AAP) for Soils, Asphalt and Concrete. The Contractor must provide all support necessary to perform QC and QA testing and sampling (i.e. shoring for testing trench backfill, backhoes, motor graders, loaders, etc. to facilitate testing and sampling). The City will perform the QA testing.

4.7.1.3 The Contractor must submit a written QCTP to the City as a required submittal. The Contractor must not begin Work until the Quality Control Program has been reviewed and

accepted by the City. Resumes of all personnel that will be associated directly or indirectly with the QCTP must be included.

4.7.1.4 The QCTP must include, but not be limited to, on-site/field and laboratory testing of all material delivered to the Site and any existing materials or conditions pertinent to the project.

4.7.1.5 All testing must be under the direction of a Professional Engineer registered in the State of Arizona, knowledgeable in Materials Testing. All "Test Report" forms must be stamped by said Engineer.

4.7.1.6 The written QCTP will set forth the responsibilities of the engineer, project manager, supervisory personnel and each technician assigned to this project. Substitutions or replacement of personnel must require prior written approval by the City. All personnel must be proficient within their assigned duties and possess certification(s) commensurate with their position and responsibilities. The minimum certification(s) for each technician must be NICET Level II, Arizona Technical Testing Institute, American Concrete Institute, or other nationally recognized program applicable to the project and approved by the City of Chandler. The written QCTP must include a description of the required field and construction materials laboratory tests, including required frequencies that meet the minimums established herein.

4.7.1.7 The Contractor must establish a system to record and report all material test results. The daily test reports must include, but not be limited to:

a. Test designation;
b. Date of test;
c. Name of tester;
d. Location of test/sample (station and offset);
e. Product suppliers and product codes (as applicable);
f. Depth/elevation of test/sample;
g. Test result;
h. Control requirement(s);
i. Cause of rejection (if applicable);
j. Results of retests (if applicable); and
k. Remedial action (if applicable).

4.7.1.8 The Contractor must submit test results to the designated City representative.

4.7.1.9 The Contractor must also submit a weekly report to the City summarizing the testing and construction activities completed by emailing the report to the email addresses noted above. All weekly reports must be submitted simultaneously to the Contractor and the City of Chandler. The report must include individual summary sheets for each utility line, structure, and portion of the pavement section. Cores must be numbered sequentially throughout the Project. Re-cores must reference the original core by number and must contain the averaged values for thickness and density. Total pavement thickness must be reported**.** Vertical location of tests for underground utilities must indicate the depth of the

excavation at the location of the test (i.e., cut to flow line [if applicable], depth to bottom or top of pipe, etc.). Density tests must be numbered sequentially. If the minimum number of tests has not been performed per the written QCTP, this must be stated in the weekly summary report with an explanation of the circumstances.

4.7.1.10 The City will maintain a copy of the Project test results and weekly reports in the Project file. In cases where quality control activities do not comply with the Agreement provisions, the City may:

a. Order the Contractor to replace ineffective or unqualified quality control personnel.

b. Order the Contractor to stop operations until appropriate corrective action is taken.

4.7.1.11 Although minimum testing requirements are specified herein, the Contractor bears full responsibility for the quality of the materials and their installation and may elect to perform additional testing beyond the requirements set forth herein to ensure compliance.

4.7.1.12 The Quality Control requirements contained in this Section are in addition to and separate from Quality Assurance Testing, which will be performed by the City of Chandler or its representative. If the Quality Assurance test results are not in agreement with the Quality Control test results, the Contractor will have the option to retain a third party consultant for referee tests. The third party consultant must meet the same requirements as the consultant performing the Quality Control Testing. The results of the third party will be binding. All cost incurred by the referee testing will be the Contractor's expense. If the Contractor elects not to retain a third party for referee testing, the City of Chandler test results will prevail.

4.7.1.13 Except as otherwise noted within this Section, Work or materials required by this Section are non- pay items. Per MAG Section 101, a non-pay item is an item of Work for which no separate payment will be made, the cost of which is to be included as an incidental cost for associated item(s) included on the Bid Schedule or Schedule of Values.

4.7.2 Trade Names and Substitutions.

4.7.2.1 Substitutions prior to bid will only be considered if in compliance with Arizona Revised Statute § 34-104.

4.7.2.2 Contractor, if requested by City, must submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

4.7.2.3 City will make the final decision and will notify Contractor in writing as to whether the substitution has been accepted or rejected.

4.7.2.4 If City does not respond within 15 working days, Contractor must continue to perform the Work in accordance with the Agreement Documents and the substitution will be considered rejected.

4.7.3 Shop Drawings.

4.7.3.1 Contractor must prepare and submit Shop Drawings which show details of all Work to insure proper installation of the Work using those materials and equipment specified under the approved Plans and Specifications.

4.7.3.2 Contractor must submit a schedule of Shop Drawing submissions, which avoids bulk submissions to the extent reasonably possible, with the Project Schedule for City approval. The schedule of Shop Drawing submissions must include all of the items for which Shop Drawings are required by the Agreement Documents, including the Specifications. Unless otherwise noted, Shop Drawings will not be required for items specified or detailed in the Uniform Standard Specifications and Details or the Technical Specifications.

4.7.3.3 Shop Drawings must be numbered consecutively for each Specification section and must accurately and distinctly present the following:

a. All working and erection dimensions.

b. Arrangements and sectional views.

c. Necessary details, including complete information for making connections between work under this Agreement and work under other Agreements.

d. Kinds of materials and finishes.

e. Parts list and description thereof.

4.7.3.4 Each Drawing or page must include:

a. Project Name, City of Chandler Project Number and descriptions.

b. Submittal date and space for revision dates.

c. Identification of equipment, product or material.

d. Name of Contractor and Subcontractor.

e. Name of Supplier and Manufacturer.

f. Relation to adjacent structure of material.

g. Physical dimensions clearly identified.

h. ASTM and Federal Specifications references.

i. Identification of and justification for deviations from the Agreement Documents.

j. Contractor's stamp, initialed or signed, dated and certifying the review of submittal, certification of field measurements and compliance with Agreement.

k. Location at which the equipment or materials are to be installed.

4.7.3.5 Location will mean both physical location and location relative to other connected or attached material. City will return unchecked any submittal, which does not contain complete data on the Work and full information on related matters.

4.7.3.6 Stock or standard drawings will not be accepted for review unless full identification and supplementary information is shown thereon in ink or typewritten form.

4.7.3.7 Contractor must schedule, prepare and submit all Shop Drawings in accordance with a time-table that will allow its suppliers and manufacturers sufficient time to fabricate, manufacture, inspect, test and deliver their respective products to the project Site in a timely manner so as to not delay the complete performance of the Work.

4.7.3.8 If the Shop Drawings show departures from the Agreement requirements, Contractor must make specific mention thereof in the Letter of Transmittal; otherwise review of such submittals by City will not constitute review of the departure. Review of the Drawings will constitute review of the specific subject matter for which the Drawings were submitted and not of any other structure, material, equipment, or apparatus shown on the Drawings.

4.7.3.9 The review of Shop Drawings will be general and will not relieve Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or Work required by the Agreement. No construction called for by Shop Drawings will be initiated until such Drawings have been reviewed and approved by City.

4.7.3.10 The procedure in seeking review of the Shop Drawings will be as follows:

a. Contractor must submit complete sets of Shop Drawings and other descriptive data as specified in this Section.

b. After Contractor's submittal or resubmittal of Shop Drawings, if Contractor has submitted Shop Drawings in accordance with the City-approved submittal schedule, or upon resubmission, City will be provided with three (3) calendar weeks for review. Should City require additional review time above and beyond the three (3) calendar weeks, Contractor may ask for a time extension or monetary compensation, if they can present valid, factual evidence that actual damages were incurred by Contractor. City will determine the amount of the time extension or the monetary compensation to be awarded Contractor, if any, in accordance with City's Policy Statement for Calculating Delays and Damages, Appendix 1.

4.7.3.11 Contractor will be responsible for all extra costs incurred by City caused by Contractor's failure to comply with the procedure outline above.

4.7.4 Long Lead Time Items. Contractor must submit Shop Drawings, as required by the Engineer, on all long lead items to be furnished and installed as part of the project within 10 Days after the date of the executed Agreement letter issued by City. In addition, Contractor must order all long lead items to be furnished and installed as part of this Project within 3 Days after receiving approved Shop Drawings. For all long lead times for which Shop Drawings are not required, Contractor must order said long lead items within 15 Days after the date of the executed Agreement letter issued by City. Within 2 Days after ordering long lead items, Contractor must supply copies of all purchase orders, along with an accurate delivery schedule from the supplier.

4.7.5 Construction Water. If Contractor uses water from City's water system for construction water, Contractor must obtain a fire hydrant meter from City of Chandler Utility Services (480-782-2280) and all construction water must be obtained through the hydrant meter. Contractor must pay all fees related to the hydrant meter and all water bills for construction water. All cost for meters and construction water will be included in the Agreement Price.

4.8 PROJECT RECORD DOCUMENTS

4.8.1 During the construction period, Contractor must maintain at the jobsite a full-size set of prints of the Construction Document Drawings and Shop Drawings for Project Record Document purposes.

4.8.2 Contractor must mark these Drawings to indicate the actual installation where the installation varies from the original Construction Documents. Contractor must give particular attention to information on elements that will be concealed, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

a. Dimensional changes to the Drawings.

b. Revisions to details shown on Drawings.

c. Locations and depths of underground utilities.

d. Revisions to routing of piping and conduits.

e. Actual equipment locations.

f. Changes made by Change Order or Addendum.

g. Details not on original Agreement Drawings.

4.8.3 Contractor must mark completely and accurately Project Record Drawing sets of Construction Documents.

4.8.4 Contractor must mark Project Record Drawings sets with red erasable colored pencil.

4.8.5 Contractor must note Request for Information (RFI) Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.

4.8.6 Contractor must submit Project Record Drawing sets and Shop Drawings to City or its representative for review and comment.

4.8.7 Upon receipt of the reviewed Project Record Drawings from City, Contractor must correct any deficiencies and omissions to the Drawings and submit the final original of the Project Record Drawings to City prior to Final Payment.

4.8.8 Project Manager will review the Project Record Drawings monthly prior to the date established for the Payment Request and will be the sole judge of acceptance of these Drawings.

4.9 WARRANTY AND CORRECTION OF DEFECTIVE WORK

4.9.1 Contractor warrants to City that the construction, including all materials and equipment furnished as part of the Work, will be new unless otherwise specified in the Agreement Documents, of good quality, and free of defects in materials and workmanship. Contractor's warranty obligation excludes defects caused by abuse, alterations, or unreasonable failure to maintain the construction by persons other than Contractor, subcontractors, or others under Contractor's control. Nothing in this warranty will limit any manufacturer's warranty which provides City with greater warranty rights than set forth herein or in the Agreement. Contractor will provide City with all manufacturers' warranties and operation and maintenance manuals upon substantial completion of the Work. Contractor's warranty must be for one (1) year, in accordance with MAG Specification § 108.8, and will commence for all portions of the Work upon Final Acceptance of the entire Work as determined by City under the Agreement. All statutory or other warranties, express or implied, related to latent defects will remain in force and are not limited by this provision.

4.9.2 City May Stop the Work. If the Work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, City may order Contractor to stop the

Work without cost to City, or any portion thereof, until the cause for such order has been eliminated; however, this right of City to stop the Work will not give rise to any duty on the part of City to exercise this right for the benefit of Contractor or any other party.

4.9.3 Correction or Removal of Defective Work.

4.9.3.1 If required by City, Contractor must promptly, without cost to City and as specified by City, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by City, remove it from the Site and replace it with non-defective Work. Contractor must correct any Work which may be displaced in correcting, removing or replacing defective Work. No compensation will be allowed Contractor for such removal, replacement or remedial Work. Contractor must reimburse City for costs incurred by City due to such correction or removal including but not limited to additional expenses for inspection, testing or observation and for repeated reviews by the City or Design Professional.

4.9.3.2 Upon failure on the part of the Contractor to comply within a reasonably prompt time with any written order of City to correct or remove defective Work, City has authority to cause nonconforming materials or rejected Work to be remedied, removed, or replaced at the Contractor's expense and to deduct the costs from any moneys due or to become due the Contractor.

4.9.4 City May Correct Defective Work. If Contractor fails within a reasonable time after written notice of City to proceed to correct defective Work or to remove and replace rejected Work as required by City or if Contractor fails to perform the Work in accordance with the Agreement Documents (including any requirements of the progress schedule), City may, after 7 Days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, City may exclude Contractor from all or part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site and incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor, but which are stored elsewhere. Contractor must allow City, city representatives, agents and employees such access to the Site as may be necessary to enable City to exercise City’s rights under this Section. All direct and indirect costs of City in exercising such rights will be charged against Contractor in an amount verified by City representative, and a Change Order will be issued incorporating the necessary revisions in the Agreement Documents and a reduction in the Agreement Price. Such direct and indirect costs will include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of Work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor will not be allowed an extension of the Agreement Time because of any delay in Contractor’s performance of the Work attributable to the exercise by City or City's rights hereunder.

4.9.5 Correction or Removal of Unauthorized Work.

4.9.5.1 Any Work done beyond the lines and grades shown on the Drawings or established by the Design Professional or any changes in, additions to, or deductions from the Work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered remedied, removed, or replaced at the Contractor's expense.

4.9.5.2 Upon failure on the part of the Contractor to comply promptly with any order of the City,

City will have authority to cause unauthorized Work to be remedied, removed, or replaced at the Contractor's expense and to deduct the costs from any moneys due or to become due the Contractor.

4.9.6 Correction Period - One Year Guarantee.

4.9.6.1 If, within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Agreement Documents, or by any specific provision of the Agreement Documents, any Work is found to be defective, Contractor must promptly, without cost to City and in accordance with City's written instructions, either correct such defective Work, or, if it has been rejected by City, remove it from the Site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, must be paid by Contractor. Such action by the City will not relieve the Contractor of the guarantees required by this Section or elsewhere in the Agreement Documents.

4.9.6.2 If, in the opinion of the City, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of operation of the City, the City will attempt to give the notice required by this Section. If the Contractor cannot be contacted or does not comply with the City's request for correction within a reasonable time as determined by the City, the City may, notwithstanding the provisions of this Section, proceed to make such correction or provide such attention; and the costs of such correction or attention will be charged against the Contractor. Such action by the City will not relieve the Contractor of the guarantees required by this Section or elsewhere in the Agreement Documents.

4.9.6.3 This Section does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a guarantee for a longer period. The Contractor agrees to act as co-guarantor with such manufacturer or supplier and must furnish the City all appropriate guarantee or warranty certificates upon completion of the Project. No guarantee period, whether provided for in this Section or elsewhere, will in any way limit the liability of Contractor or their sureties or insurers under the indemnity or insurance provisions of these General Conditions and the Project Specific Special Conditions.

4.9.7 Acceptance of Defective Work.

4.9.7.1 If, instead of requiring correction or removal and replacement of defective Work, City may accept Work when in the best interest of the City to do so with appropriate monetary credit from Contractor. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Agreement Documents, including appropriate reduction in the Agreement Price; or, if the acceptance occurs after final payment, an appropriate amount must be paid by Contractor to City.

4.9.7.2 Alternatively, City may require Contractor to furnish at Contractor's expense, a special performance guarantee or other surety prior to acceptance of defective work.

4.9.8 The Warranty period begins on the Final Acceptance date noted in the Certificate of Completion, irrespective of early completion by some Subcontractors of their work.

4.9.9 Contractor's warranty obligation must be in accordance with MAG Specifications.

4.9.10 Nothing in the warranties contained in the Agreement Documents are intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this Section or the Agreement Documents. Contractor must provide City with all manufacturers' warranties prior to Substantial Completion, if applicable, or Final Acceptance.

4.9.11 Contractor agrees that it will be responsible to manage and administer the correction of any Work that is not in conformance with the Agreement Documents during the warranty periods set forth in this Section, or during any longer periods to the extent required by the Agreement Documents. A progress payment, or partial or entire use or occupancy of the Project by City, will not constitute acceptance of Work not in accordance with the Agreement Documents.

4.9.12 When notified of a warranty issue, Contractor must respond in writing within 48-hours and must perform warranty Work as soon as material for said repairs are available (as judged solely by City), and in any event Contractor must, take immediate steps to commence and complete correction of nonconforming Work no later than the time period set forth in City's written notification in accordance with the Agreement Documents. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If defects develop which are determined by City to be an emergency, City will notify Contractor, via the most expeditious means regarding the nature and condition of the defects. In turn, Contractor must immediately dispatch necessary forces to correct the defect or the emergency condition in accordance with Agreement Documents.

4.9.13 The time periods referenced in this Section apply only to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies that City may have regarding Contractor's other obligations under the Agreement Documents.

4.9.14 Without limiting the foregoing or anything in these General Conditions or the Agreement to the contrary, Contractor must obtain and provide to City all warranties for any portion of the Project offered by the manufacturer, installer or provider thereof. City and the user of the facility will have the right to the full value and benefit of all such warranties. Contractor must ensure all such warranties are fully transferrable to facilitate the full value of this Section.

4.9.15 Contractor's warranty excludes damages or defects caused by abuse, alterations to the Work not executed by or through Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

4.9.16 In the event of any noncompliance with this entire Section 4, City may require Contractor to stop or suspend the Work in whole or in part.

SECTION 5 - CITY RESPONSIBILITIES

5.1 CITY PROJECT MANAGER AND INSPECTORS

5.1.1 Project Manager is responsible for providing City-supplied information and approvals in a timely manner to assist Contractor to fulfill its obligations under the Agreement Documents.

5.1.2 Project Manager will also provide Contractor with prompt notice when it observes any failure on the part of Contractor to fulfill its contractual obligations, including any default or defect in the Project or non-conformance with the Drawings and Specifications.

5.1.3 City may utilize Field Inspectors to assist Project Manager during construction in observing performance of Contractor. City's use of Inspectors is for the purpose of assisting Project Manager.

5.1.4 The Inspectors are authorized to inspect all Work and materials furnished. Such inspections may extend to all or part of the Work and to preparation, fabrication or manufacture of the materials to be used. The Inspectors have the authority to issue instructions contrary to the Construction Documents if approved and coordinated with the directions of Project Manager.

5.1.5 The Inspectors have the authority to reject work or materials until any questions at issue can be decided by Project Manager.

5.1.6 The use of Inspectors by City will not make City responsible for or give City control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs or responsibility for Contractor's failure to perform the Work in accordance with Agreement Documents. The Inspectors are not authorized to direct any of Contractor's activities, employees or Subcontractors.

5.2 **DESIGN PROFESSIONAL SERVICES**

City may contract separately with one or more Design Professionals to provide construction administration of the Project. The Design Professional's Agreement, as well as other firms hired by City may be furnished to Contractor. Contractor does not have the right to limit or restrict or reject any Agreement modifications that are mutually acceptable to City and Design Professional.

5.3 **CITY'S SEPARATE CONTRACTORS**

City is responsible for all work performed on the Project or at the Site by separate contractors retained by City. City will contractually require its separate contractors to reasonably cooperate with, and reasonably coordinate their activities so as not to interfere with Contractor in order to enable Contractor to timely complete the Work consistent with the Agreement Documents. Contractor must immediately notify the Project manager, and address the matter in the next monthly status report, if any activities of such separate contractors are expected to interfere, or are interfering, with Contractor and such interference will or could result in any delay in Contractor's performance of the Work.

5.4 **PERMIT REVIEW AND INSPECTIONS**

5.4.1 If requested by Contractor, Project Manager will provide assistance and guidance in obtaining necessary reviews, permits and inspections.

5.4.2 The regulating agencies of City, such as Development and Sustainability, Fire and Planning Departments, enforce legal requirements. The enforcement activities of City are independent and separate from this Agreement.

5.5 **PLANS AND SPECIFICATIONS TO THE CONTRACTOR**.

Contractor will be provided up to five copies of the Agreement Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished,

upon request, at the cost of reproduction.

SECTION 6 - AGREEMENT TIME

6.1 AGREEMENT TIME

6.1.1 The Agreement Time will start with the Notice to Proceed ("NTP") and end with Final Acceptance.

6.1.2 Beginning on the date of the NTP, Contractor must begin to fulfill Contractor's obligations under the Agreement. Contractor's obligations include providing City and other agencies with any submittals required by the Project Specific Special Provisions, including but not limited to, an approved Project Schedule, Traffic Control Plans, and a Stormwater Pollution Prevention Plan. Contractor must submit all such required submittals before any physical construction work commences on the Site. NTP does not authorize construction work until all agreement insurance, bonds, and schedules are submitted to and accepted by the City.

6.1.3 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 both Substantial Completion and Final Acceptance within the Agreement Time.

6.1.4 Time is of the essence of this Agreement, for the Project, for the Work, and for each phase and designated Milestone thereof.

6.1.5 Failure of Contractor to perform any covenant or condition contained in the Agreement Documents within the time periods specified herein, will constitute a material breach of this Agreement entitling City to terminate the Agreement unless Contractor applies for and receives an extension of time, in accordance with the procedures set forth in the Agreement Documents.

6.1.6 Failure of City to insist upon the performance of any covenant or condition within the time periods specified herein, will not constitute a waiver of Contractor's duty to perform every other covenant or condition within the designated periods, unless a specific waiver is granted in writing for each such covenant or condition.

6.1.7 City's agreement to waive a specific time provision or to extend the time for performance will not constitute a waiver of any other time provisions contained in the Agreement Documents. Failure of Contractor to complete performance promptly within the additional time authorized in the waiver or extension of time agreement constitutes a material breach of this Agreement entitling City to all the remedies set forth herein or provided by law.

6.2 PROJECT SCHEDULE

6.2.1 The Project Schedule must be in Microsoft Project standard file format, must be updated and maintained throughout the Agreement Time, and must contain the following:

6.2.1.1 Detailed representation of all activities for the project, both on-site construction and major procurement. All significant activities together with the resource loading requirements for each and all items appearing on the schedule of values or bid schedule for progress payments must be shown on the Project Schedule or in attached transmittal letter as described in Section 6.2.8.

6.2.1.2 Dependencies between activities must be indicated so that it may establish as to the effect the progress of any one activity would have on other activities and on the Schedule.

6.2.1.3 Activities for submission, review, and approval of all required submittals.

6.2.1.4 An amount of time will be established prior to the final completion date for "punch list and cleanup". No other activities will be scheduled during this period. Punch list and cleanup must be shown on the Project Schedule and must be entirely completed prior to the expiration of the Agreement Time.

6.2.2 Within 10 Days of receipt of City's comments, Contractor must make all required corrections, adjustments, and additions to complete the Project Schedule and resubmit to City for review. City's review of and response to the Project Schedule is for the purpose of: (1) City planning and staffing for the Project as may be required from time to time; (2) ensuring Contractor's general conformance with the scheduling requirements of the Agreement Documents and completion of the Project within the Agreement Time; and (3) monitoring and evaluating the construction status for purposes of approving monthly progress payments. Acceptance of a submitted schedule by City should in no way be construed as an affirmation or admission that the schedule is reasonable or workable by Contractor. The responsibility for completing the Work on the Project within the Agreement Time remains the obligation of Contractor. City's review does not relieve Contractor from compliance with the requirements of the Agreement Documents or be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the work.

6.2.3 The Project Schedule must show milestones, including milestones for City-furnished information, and must include activities for City-furnished material and construction by other contractors when those activities are interrelated with Contractor activities.

6.2.4 The Project Schedule must be revised as required by conditions and progress of the Work, but such revisions do not relieve Contractor of its obligations to complete the Work within the Agreement Time, as adjusted in accordance with the Agreement Documents. No modification to the Agreement Documents or the Agreement Time will be effective unless approved in advance by City.

6.2.5 For all items of materials and equipment that are critical or may require long lead times to acquire, the Project Schedule must show dates for submission, review and approval of submittals, ordering, and delivery.

6.2.6 An updated Project Schedule must be submitted monthly to City as part of the Payment Request. The monthly submittal must include one full size plot of the entire schedule and one electronic copy containing the schedule in Microsoft Project standard file format. In addition, Contractor must, upon request by City, provide a copy of all submitted schedule data in electronic format which must be clearly labeled with the Project description, scheduling program name and version number, and schedule print/data date.

6.2.7 Contractor must provide City with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Agreement Documents that require resolution, and (iii) other information detailing items that require resolution so as not to jeopardize the ability to complete the Work in the Agreement Time.

6.2.8 With each Project Schedule submittal, Contractor must include a transmittal letter including the following:

a. Description of problem tasks, referenced to field instructions or requests for information (RFI's), as appropriate.

b. Current and anticipated delays including:

(i) Cause of the delay.

(ii) Corrective action and schedule adjustments to correct the delay.

(iii) Known or potential impacts and their delay on other activities, milestones, and their impact on the Substantial Completion and Final Acceptance dates.

(iv) Changes in construction sequence.

c. Pending items and status thereof including but not limited to:

(i) Time Extension requests;

(ii) Substantial Completion date status;

(iii) Final Acceptance date status.

d. If ahead of schedule, the number of calendar Days ahead.

e. If behind schedule, the number of calendar Days behind.

f. Other Project or scheduling concerns.

6.2.9 Critical Path Method (CPM).

6.2.9.1 Unless otherwise specified in the Agreement, the Project Schedule must include a Critical Path Method (CPM) diagram schedule showing the sequence of activities, the interdependence of each activity and identifies the Critical Path.

6.2.9.2 The CPM diagram schedule must be in calendar Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float Times for all activities except critical activities. The CPM diagram must be presented in a time scaled graphical format for the Project as a whole.

6.2.9.3 The CPM diagram schedule must indicate all relationships between activities.

6.2.9.4 The activities making the Project Schedule must contain sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluation the progress of the Work. Individual activities must not exceed 30 Days in length, in most cases.

6.2.9.5 The CPM diagram schedule must be based upon activities, which coincide with the Schedule of Values.

6.2.9.6 The CPM diagram schedule must show all submittals associated with each work activity and the review time for each submittal.

6.2.10 Float Time.

6.2.10.1 The total Float Time within the overall schedule is for the exclusive use of City, but City may approve Contractor's use of Float as needed to meet Agreement Milestones and

the Project completion date.

6.2.10.2 Contractor will not be allowed to sequence, hide, or reallocate Float Time through such strategies, as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, tec. No time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Agreement Time.

6.2.11 City-Caused Delays. City-caused delays on the Project, if any, may be offset by City-caused time savings (i.e., Critical Path submittals returned in less time than allowed by the Agreement, approval of substitution requests and credit changes which result in savings of time to Contractor, etc.) In such an event, Contractor will not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded and the Agreement Time is also exceeded.

6.2.12 Rain-Related Delays. Contractor is required, in preparing the Project Schedule to take into account all relevant weather conditions, including normal rainfall and distribution. No additional compensation will be given for any rain-related delays or impacts on the Work or the Project Schedule. No time extension will be granted in the Project Schedule unless the rainfall during the construction of Work is unusually severe, was not reasonably anticipated, and the total rainfall was significantly in excess of the normal rainfall for the Project Site location. Normal rainfall for the Project will be determined from the 10-year average rainfall for the Site as measured by the National Oceanic and Atmospheric Administration or comparable source of reliable information for rainfall in Chandler, Arizona. In addition, the excessive rainfall must have actually impacted Work activities on the Critical Path and caused delay beyond any remaining Float at the time of the rain- caused delay. The burden of documenting normal rainfall, the excessive rainfall and the impact on Critical Path activities is on Contractor. All other provisions in the Agreement Documents relating to claims, including without limitation notice requirements, apply to any claim by Contractor for a rain delay.

6.2.13 City's "Policy Statement for Calculating Delays and Damages," Appendix 1 to these General Conditions, will apply to all claims of delay and delay damages.

6.2.14 Force Majeure. If Contractor is delayed or prevented from the performance of any Work required under this Agreement by reason of acts of God or other causes beyond the control and without fault of Contractor (financial inability excepted), performance of that Work will be excused, but only for the period of the delay. The time for performance of the Work will be extended for a period equivalent to the period of delay. In addition, the parties agree if Contractor's delayed or suspended performance directly arises out of or directly results from the COVID-19 pandemic, Contractor's delayed or suspended performance may be excused as set forth in this clause. Provided, however; Contractor must give the City written notice within 30 days of the occurrence of the event giving rise to COVID-19 pandemic related delayed or suspended performance. For COVID-19 pandemic related delay or suspended performance, the parties must agree in writing to the length of the excused delay or suspended performance. Further, Contractor must obtain the City's written approval to use any allowance established as part of the project for delays and costs related to the COVID-19 pandemic.

6.3 SUBSTANTIAL COMPLETION

6.3.1 When Contractor considers that the Work, phase or a portion thereof, which City agrees in

writing to accept separately, is substantially complete, City will prepare and submit to Contractor a comprehensive Punch List of items to be completed or corrected prior to Final Acceptance and Final Payment. Failure to include an item on such Punch List does not alter the responsibility of Contractor to complete all Work in accordance with the Agreement Documents.

6.3.2 Upon receipt of Contractor's Punch List, Project Manager will make an inspection to determine whether the Work or designated portion thereof is substantially complete. Project Manager may, at Project Manager's sole option, be assisted in such inspection by the Design Professional for the Project. If the inspection by the Project Manager discloses any item, whether or not included on Contractor's Punch List, which is not sufficiently completed in accordance with the Agreement Documents so that City can occupy or utilize the Work, phase or designated portion thereof for its intended use, Contractor must, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by Project Manager. In such case, Contractor must then submit a request for another inspection by Project Manager to determine Substantial Completion.

6.3.3 Certificate of Substantial Completion.

6.3.3.1 The Project Manager will not issue a Certificate of Substantial Completion unless and until the Work (or separable units or Phases as provided in the Agreement Documents) is essentially and satisfactorily complete in accordance with the Agreement Documents, such that the Project is ready for use by City for its intended purpose, opening to the general public, full occupancy or use by City (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and all areas serving the general public, as applicable, must be ready for full-operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories and similar elements are installed in the proper manner and in operating condition, inspected and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air condition, vertical transportation and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and other Work as applicable, has been performed to a similar state of essential and satisfactory completion. A minor amount of Work, as determined by and at the discretion of the Project Manager, such as installation of minor accessories or items, a minor amount of painting, minor replacement of defective work, minor adjustment of controls or sound systems, or completion or correction of minor exterior work that cannot be completed as a result of weather conditions, will not delay determination of Substantial Completion. If prior written approval is obtained from City for purposes of Substantial Completion, specified areas of the entire Work or Project may be individually certified as Substantially Complete. In no event will Substantial Completion be deemed to have occurred unless and until: (i) a temporary certificate of occupancy has been issued by the appropriate Governmental Authorities (as applicable) and (ii) all terms and Work required under this Agreement have been fulfilled by Contractor and same will have also been approved and accepted by City, subject only to the Punch List items.

6.3.3.2 If requested by City, Contractor must complete and turn-over to City the Project on a phased basis. Each phase will have a separate inspection by the Project Manager, a Punch List generated, and then an inspection by City with final approval and acceptance only after the

Project Manager's Punch List.

6.4 **PARTIAL UTILIZATION**

6.4.1 City at City's option may use and occupy any substantially completed parts of the Work which has specifically been identified in the Agreement Documents, or which City, the Design Professional and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by City for its intended purpose, without significant interference with Contractor's performance of the remainder of the Work, provided, however, if the portion of the Work to be used or occupied has not been found to be substantially complete, City must do so in accordance with Section 6.3 prior to such occupancy.

6.4.2 In lieu of the issuance of a Certificate of Substantial Completion as to part of the Work, City may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, City and Contractor agree in writing as to the division of responsibilities between City and Contractor for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

6.4.3 Substantial Completion of or City's beneficial occupancy of a part of the Project will not alter the fact that the one-year warranty for the whole Project starts at the date of Final Completion of the whole Project.

6.5 **FINAL ACCEPTANCE**

6.5.1 Unless otherwise expressly agreed to in writing by City, Final Acceptance must be obtained by no later than 30 Days (60 Days for federally funded agreements) after the date of Substantial Completion. Failure to timely obtain Final Acceptance will be a material breach of the Agreement.

6.5.2 Upon receipt of written notice that the Work is ready for final inspection and acceptance, City and Contractor will jointly inspect to verify that the remaining items of Work have been completed. There will be no partial acceptance. Final Acceptance will not occur until all items of Work, including Punch List Items, have been completed to City's satisfaction as reflected in the written Final Acceptance.

6.5.3 Final Payment will not be due, owing, or paid by City until Final Acceptance is issued.

6.5.4 Landscape Establishment Period. Unless otherwise expressly agreed to in writing by City, the Landscape Establishment Period will begin on the date of Final Acceptance of the Project and will run 90 Calendar Days thereafter. Landscape Establishment Period requirements are detailed in General Conditions Appendices, attached herein.

6.6 **CONTINUATION OF WORK**

6.6.1 Permitting Contractor to continue and finish the Work or any part of it after the time fixed for its completion (whether milestone, phase, Substantial Completion or Final Acceptance) or after the date to which the time fixed for any completion may have been extended, does not operate as a waiver by City of any rights under the Agreement Documents, law or equity.

6.6.2 Furthermore, the timely completion of the Work being of the utmost importance under this Agreement, notwithstanding the existence of one or more disputes between the parties

concerning the scope of the Work, the Project Schedule, Agreement Time, payments or any other matter, and further notwithstanding a party's invocation of the Dispute Resolution provisions specified in Appendix 6 of these General Conditions, unless City suspends the Agreement or Contractor's performance pursuant to Section 10 of these General Conditions, Contractor will continue to prosecute the Work, including any Change Order work or Extra Work Orders, in a diligent and timely manner and not stop, slow down or impede by action or inaction the progress of the Work, including commencing performance of and thereafter completing any additional work called out in any Change Order or Extra Work Order issued by Project Manager with the approval of City, so long as City makes payment to Contractor in accordance with Section 8 of these General Conditions.

SECTION 7 - AGREEMENT PRICE

7.1 UNIT PRICE AGREEMENTS

7.1.1 The Agreement Price for all Unit Price Agreements will be the amount set forth in the Agreement or Change Order multiplied by the verified quantity provided.

7.1.2 Measurements of quantities to determine the total Agreement Price must be in accordance with MAG Specification §§ 109.1 and 109.2.

7.1.3 The Unit Price may only be changed as set forth in Section 9 below.

7.2 CHANGE ORDERS

7.2.1 Unit Price Change Orders. The Change Order Price for all Unit Price Change Orders will be the amount set forth in the Change Order multiplied by the verified quantity provided.

7.2.2 Measurements of quantities to determine the total Change Order Price must be in accordance with MAG Specifications §§ 109.1 and 109.2.

7.2.3 The Unit Price may only be changed as set forth in Section 9 below.

7.2.4 MAG Specification § 109.4.1 is modified as follows: Before § 109.4.1, the following is added: Any deduction or increase in the Agreement Price must be supported by a signed, written Change Order fully executed by City, and supported by such backup as the Project Manager may require.

7.3 SALES TAX

Contractor is required to pay all applicable sales tax in accordance with the law of the state of Arizona and this cost must be included in all Agreement Prices. When equipment, materials or supplies generally taxable to Contractor are eligible for a tax exemption due to the nature of the Project, Contractor must assist City in applying for and obtaining such tax credits and exemptions which will be paid or credited to City.

SECTION 8 - PAYMENT

8.1 PAYMENT FOR CONSTRUCTION SERVICES

8.1.1 Payment for the Work will be made in accordance with MAG Standard Specification § 109 as amended below.

8.1.2 Contractor must submit to City for review a completed Contractor Payment Request signed

by Contractor, covering the Work completed as of the date of the Request and accompanied by such supporting documentation as is required by the Agreement Documents and also as City may reasonably require. A Contractor Payment Request will not be considered complete unless it is accompanied by an updated Project Schedule and a certification that the on-site, red lined, as built Drawings are up to date. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably, securely stored at the Site or at another location (such as a bonded warehouse) agreed to in writing, the Contractor Payment Request must also be accompanied by such data, satisfactory to City, as will establish City's title to the material and equipment and protect City's interest therein, including applicable insurance. Each subsequent Contractor Payment Request must include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied to discharge in full all of Contractor's obligations reflected in prior Contractor Payment Requests.

8.1.3 Except for Work performed under a JOC Agreement, the Contracting Agency will retain 10 percent of all estimates as a guarantee for complete performance of the Agreement in accordance with Arizona Revised Statutes Section 34-221 or 34-607. The Contractor may elect to deposit securities in lieu of retention in accordance with Arizona Revised Statutes Section 34-221, Paragraph C.5. or 34-607, Paragraph B.5.

8.1.4 The payment process functions as follows: Prior to the payment cycle date, Contractor must send a draft Contractor Payment Request to Project Manager. The Project Team will review the Request and agree upon any necessary adjustments. Contractor must certify the final Request by signing and returning to Project Manager.

8.1.5 When construction of the Project is fifty percent (50%) completed, Contractor may request payment of one-half of the retention pursuant to A.R.S. § 34-609(B)(3), subject to all of City's rights to withhold or offset payments, and other rights of City, under the Agreement.

8.1.6 City reserves the right under A.R.S. § 34-609(B)(3) to reinstate the ten percent (10%) retention if City determines that satisfactory progress is not being made.

8.1.7 Contractor's Warranty of Title.

8.1.7.1 Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Contractor Payment Request, whether incorporated in the Project or not, will pass to City at the time of payment, free and clear of all liens, claims, security interests, and encumbrances, provided that this will not preclude the Contractor from installing metering devices or other equipment of utility companies or municipalities, the title of which is commonly retained by the utility company or municipality.

8.1.7.2 No materials, supplies, or equipment for the Work under this Agreement will be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein, or any part thereof, is retained by the seller or supplier.

8.1.7.3 Nothing contained in this Section will defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor in the hands of the City. The provisions of this Section must be inserted in all subcontracts and material agreements, and notices of its provision must be given to all persons furnishing materials for the Work when no formal agreement is entered into for such materials.

8.2 **PAYMENT UPON SUBSTANTIAL COMPLETION**

8.2.1 No payment will be made upon Substantial Completion, except for a regularly-scheduled monthly progress payment, as allowed by Section 8.2.2.

8.2.2 No further payments will be made to Contractor until Final Acceptance.

8.3 **FINAL PAYMENT**

8.3.1 Subject to all of City's rights to withhold or offset payment, and other rights under the Agreement, Final Payment including remaining retainage will be paid only after:

a. Work has been fully completed (including completion of all incorrect or incomplete work items) and the written Final Acceptance has been issued by City;

b. Necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, acceptable sewer video results (if applicable), and complete "as-built" Drawings (including the Building Information Model, if required by the Agreement Documents) have been delivered to City, as specified in this Section 8.3;

c. Full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to Contractor;

d. All conditions and requirements imposed by City or any financing entity for the corresponding disbursement have been met; and

e. Contractor delivers to City a Contractor Payment Request requesting Final Payment.

8.3.2 Contractor must also submit a signed copy of Contractor's Affidavit Regarding Settlement of Claims, Appendix 3 to these General Conditions, and Certificate of Completion, Appendix 7 to these General Conditions, prior to Final Payment.

8.3.3 In addition, if required under the Project Specific Special Provisions, Contractor must compile a complete equipment list and maintenance manual to be submitted to City as a precondition to Final Payment. The list must include the following items for all equipment supplied under the Plumbing, Electrical, Air Conditioning, Elevator, and other Special Equipment Specifications:

a. Name, Model and Manufacturer.

b. Complete parts lists and Drawings.

c. Local source of supply for replacement parts along with suppliers' telephone numbers.

d. Local service organizations serving the equipment and their telephone numbers.

e. All tags, inspection slips, instruction packages, etc., removed from equipment must be properly identified as to pieces of equipment from which they were taken.

8.3.4 Contractor must also deliver to City, prior to Final Payment, one (1) digital (in the format specified by City), and if requested by City, one (1) hard copy, of any applicable Maintenance manuals. Each manual must include all manufacturer's operation and maintenance instructions and "as-built" Drawings with the list herein specified. It must also include all other diagrams and instructions necessary to properly operate and maintain the equipment, the name, address and telephone number of Contractor and all Subcontractors involved.

8.4 **CITY'S RIGHT TO WITHHOLD PAYMENT**

City may withhold payment to such extent as may be necessary in City's opinion to protect City from loss for which Contractor is responsible, including, without limitation, if any of the following conditions exist:

a. Defective Work not remedied;

b. Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to City is provided by Contractor;

c. Failure of Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

d. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Agreement Price;

e. Damage to City or another Contractor;

f. Reasonable evidence that the Work will not be completed within the Agreement Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

g. Failure to carry out the Work in accordance with the Agreement Documents; or

h. Contractor is in default of any of its other obligations under the Agreement Documents.

8.5 **JOINT/DIRECT CHECKS**

To promote the timely completion and progress of the Work or when appropriate and necessary, payments to Contractor may be made jointly to Contractor and its employees, agents, Subcontractors and suppliers, or any of them. For federally funded agreements, see federal provisions for additional requirements for the joint check process.

8.6 **PAYMENT NOT A WAIVER**

No payment (nor use or occupancy of the Project by City) will be deemed acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of City.

8.7 **LIENS AND BOND CLAIMS**

Contractor must make all payments, in the time required, of all labor and materials furnished to Contractor in the course of the Work and must promptly furnish evidence of such payments as City may require. Contractor must pay when due all claims arising out of performance of the Work covered by this Agreement for which a lien may be filed either against the real estate or leasehold interest of City, or against payments due from City to Contractor, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, Contractor agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of City,

against payment due from City to Contractor, or against any payment or performance bond, must be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this Agreement, and Contractor agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within 10 Days upon receiving notice or obtaining actual knowledge of the existence of such liens or claim. In addition, Contractor agrees to defend, indemnify, and hold harmless City from and against any and all such liens and claims. This paragraph does not apply to claims and liens of Contractor due to non-payment for work performed.

8.8 **FINANCIAL RECORDKEEPING AND CITY'S AUDIT RIGHT**

8.8.1 Records for all Agreements between City and Contractor must, upon reasonable notice, be open to inspection and subject to audit, scanning, and reproduction during normal business working hours. Such audits may be performed by any City's representative or any outside representative engaged by City for the purpose of examining such records. City or its designee may conduct such audits or inspections throughout the term of this Agreement and for a period of five years after Final Payment or longer if required by law. City's representatives may (without limitation) conduct verifications such as counting employees at the Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with Contractor employees, field and agency labor, Subcontractors, and vendors.

8.8.2 Contractor's "records" must include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Document. Such records must include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating work sheets; correspondence; Change Order files (including documentation covering negotiated settlements); back-charge logs and supporting documentation; invoices and related payment documentation; general ledger, information detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to City or the Project in connection with Contractor's dealings with City or the Project (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of any or all of the following:

a. Compliance with Agreement requirements for deliverables;

b. Compliance with approved Plans and Specifications;

c. Compliance with § 14.9 below;

d. Compliance with Agreement provisions regarding the pricing of Change Orders;

e. Accuracy of Contractor representations regarding the pricing of invoices; or

f. Accuracy of Contractor representations related to claims submitted by

Contractor or any of their employees.

8.8.3 Contractor must require all payees (examples of payees include Subcontractors, Suppliers, Insurance Carriers, etc.) to comply with the provisions of this Section by including the requirements hereof in a written agreement between Contractor and payee. Contractor will ensure that all payees (including those entering into lump sum agreements) have the same right to audit provisions contained in this Agreement included in their agreements with Contractor.

8.8.4 City's authorized representative(s) (including, without limitation, Project Manager) must have reasonable access to Contractor's facilities, must be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement and must be provided adequate and appropriate work space, in order to conduct audits in compliance with this Section.

8.8.5 If an audit inspection or examination in accordance with this Section, discloses overpricing or overcharges to City (of any nature) by Contractor or Contractor's Subcontractors in excess of $100,000 in addition to making adjustments for the overcharges, the reasonable actual cost of City's audit must be reimbursed to City by Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of Contractor's invoices or records must be made within a reasonable amount of time (not to exceed 90 Days) from presentation of City's findings to Contractor.

8.8.6 In addition to the normal paperwork documentation Contractor typically furnishes to City, Contractor agrees to furnish, upon written request from City, any of the documentation necessary for City to exercise its audit rights under this Section 8.8 in computer readable file formats (Word, Excel, or .pdf), as City may designate.

8.8.7 City, its authorized representative, and the appropriate agency, reserve the right to audit Contractor's records in compliance with local, state or federal policies, statutes or at City's discretion, within three (3) years of Final Acceptance of the Work.

SECTION 9 - CHANGES TO THE AGREEMENT

9.1 **FIELD ORDERS**

City may authorize minor changes in the Work not involving an adjustment in the Agreement Price or the Agreement Times, which are consistent with the overall intent of the Agreement Documents. These may be accomplished by a written Field Order on the standard form approved and executed by City. Such Field Orders must be binding and Contractor must perform the change promptly. If Contractor believes that a Field Order justifies an increase in the Agreement Price or Agreement Time, Contractor may make a claim therefor as provided in Section 7.2.

9.2 **EXTRA WORK/CHANGES IN THE WORK**

9.2.1 City reserves the right to make such changes in the Plans and Specifications for the Work, as it may deem appropriate and any such change as set forth in a written Change Order must be deemed a part of this Agreement as if originally incorporated herein.

9.2.2 In the event City and Contractor cannot agree on the terms of a Change Order, or when circumstances otherwise require, the Project Manager has the authority to direct the Contractor to perform extra work, if the work in question is an item not provided for in the

Agreement as awarded. The Project Manager will have the authority to determine, based upon factual evidence presented by the Contractor, whether the work in question is an item not provided for in the Agreement as awarded. If the Project Manager directs the Contractor to perform extra work, the Project Manager's instructions will include a price that the Contractor cannot exceed in charging the City for the extra work. Upon receipt of the Project Manager's directions to perform extra work, the Contractor must promptly proceed with the extra work and document the actual cost thereof. Contractor's right to payment for extra work will be determined under Subsection 9.2.4 below. The Contractor is responsible to manage the extra work to ensure that the price limits set by the Project Manager are not exceeded. Contractor must perform the extra work and submit documentation for the actual cost of the extra work to the City. A Change Order will be issued to cover this work.

9.2.3 Contractor will not be entitled to payment for extra work unless a written Change Order, in form and content prescribed by City, has been executed by City. On all requests for Change Orders, Contractor must specify the increased or decreased costs and whether it believes any extensions of time will be necessary to complete its Work as modified by the Change Order. If extra work is performed under Subsection 9.2.2 above, a corresponding Change Order will be prepared, approved and processed by City before payment can be made to Contractor.

9.2.4 In general, pricing for Change Orders will include the same mark-up percentages that were in effect when the Agreement was awarded. The cost or credit to the City resulting from a change in the Work is subject to Appendix 1 (Policy Statement for Calculating Delays and Damages) and will be determined, based on the type of pricing for the Agreement involved, as follows:

a. By mutual acceptance of a lump sum properly itemized in a form acceptable to City;

b. By unit prices stated in the Agreement Documents;

c. When the City determines that a Unit Price Book Job Order associated with a Job Order Agreement requires a Change Order, by using the same Total Cost Data and CCI that are in effect when the Change Order is anticipated to be issued; or

d. By actual cost and a percentage fee covering overhead and profit, as follows:

(i) Contractor will perform the extra work and be compensated for actual cost of labor, materials and equipment.

(ii) Contractor will have the right to add the fee percentage applicable to the Work under the Agreement, or if no such fee has been agreed to by the parties, not more than five percent (5%) to the Subcontractor's prices for authorized extra work performed solely by Subcontractors. Such percentage will include all of Contractor's charges for overhead, profit, administration and supervision.

(iii) Contractor or Subcontractor will have the right to add the fee percentage applicable to Work under the Agreement for self-performed extra work, or if no such fee has been agreed to by the parties, Contractor's or Subcontractor's maximum total allowable additions for overhead, profit, administration and supervision will

not exceed ten percent (10%) of actual verifiable labor, materials and equipment for such self- performed extra work.

9.2.5 Any agreement which modifies the terms of the Agreement (including Change Orders) will be approved in writing by the Project Manager. Once properly executed by both parties, these modifications to the Agreement will have the same effect as if they had been included in the original Agreement.

9.3 **ACCURACY OF CHANGE ORDER PRICING INFORMATION**

9.3.1 Subject to Sections 9.3.2 through 9.3.4, signature by the contracting parties constitutes full accord and satisfaction between City and Contractor for all costs, damages, and expenses of whatever kind of nature, including delay, impact or acceleration damages, which may be occasioned by a Change Order of other modification of the Agreement agreed to in writing.

9.3.2 Accurate Change Order Pricing Information: Contractor agrees that it is responsible for submitting accurate cost and pricing data to City to support its Fixed Price, Unit Price, or Cost Plus Change Order Proposals or other Agreement Price adjustments under the Agreement. Contractor further agrees to submit Change Order proposals with cost and pricing data which is accurate, complete, current, and in accordance with the terms of the Agreement with respect to pricing of change orders. Contractor agrees that any "buy-out savings" on Change Orders will accrue 100% to Owner. "Buy-out savings" are defined as any savings negotiated by the Contractor with a Subcontractor or a Material Supplier after receiving approval of a Change Order amount that was designated to be paid to a specific Subcontractor or Supplier for the Approved Change Order work.

9.3.3 Right to Verify Change Order Pricing Information: Contractor agrees that City, through its designated representative, will have the right to examine, copy, and scan the records of the Contractor, Subcontractor or Sub-Subcontractor's records (during the Agreement period and up to three years after final payment is made on the Agreement) to verify the accuracy and appropriateness of the pricing data used to price all Change Order proposals or claims. Contractor agrees that if City determines the cost and pricing data submitted (whether approved or not) was inaccurate, incomplete, not current, or not in compliance with the terms of the Agreement regarding pricing of Change Orders, an appropriate Agreement Price adjustment will be made. Such post-approval Contact Price adjustments will apply to all levels of contractors and Subcontractors and to all types of Change Order proposals, specifically including Fixed Price, Unit Price, and Cost Plus Change Orders.

9.3.4 Requirements for Detailed Change Order Pricing Information: Contractor agrees to provide a detailed breakdown of allowable labor and labor burden cost (i.e., base wage rate of applicable classifications of workers, payroll taxes, and insurance and benefits costs). This information will be used to evaluate the potential cost of labor and labor burden related to Change Order work. It is intended that this information represent an accurate estimate of the Contractor's actual labor and labor burden cost components. Information is not intended to establish fixed billing or Change Order pricing labor rates. However, at the time Change Orders are priced, the submitted cost data for labor rates may be used to price Change Order work. The accuracy of any such agreed upon labor rate cost components used to price Change Orders will be subject to later audit. Approved Change Order amounts may be adjusted later to correct the impact of inaccurate labor cost components if the agreed upon labor cost components are determined to be inaccurate.

9.4 **EMERGENCIES**

In any emergency affecting the safety of persons or property, Contractor will act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Agreement Price or Agreement Time resulting from emergency work will be determined as provided in this Section.

9.5 **DIFFERING SITE CONDITIONS**

9.5.1 If Differing Site Conditions are encountered at the Project Site, then notice by the observing party must be given to the other party promptly before conditions are disturbed (to the extent practicable) and in no event later than 14 Days after first observance of the conditions. City will promptly investigate such conditions and, if City determines that Differing Site Conditions exist and they materially cause an increase in the cost of, or time required for, performance of any part of the Work, Contractor will be entitled to equitable adjustment in the Agreement Price or Construction Schedule (and other time requirements), or both. If it is determined by City that the conditions at the Project Site are not Differing Site Conditions and no change is justified, then City will so notify Contractor in writing, stating the reasons. Claims in opposition to such determination must be made within 14 Days after City has given notice of its decision. If City and Contractor cannot agree on an adjustment in the Agreement Price or Construction Schedule (and other time requirements), the adjustment may be submitted to dispute resolution as provided these General Conditions.

9.6 **CHANGES IN LAWS, REGULATIONS, OR LEGAL REQUIREMENTS OR TAXES**

In the event of a material change in applicable Laws, Regulations, or Legal Requirements, or taxes subsequent to the date of the Agreement by the parties, Contractor may be entitled to a Change Order, in City's discretion, to the extent Contractor can document to the satisfaction of City that such change significantly increases Contractor's actual cost of performance of the Work.

SECTION 10 -SUSPENSION AND TERMINATION

10.1 **SUSPENSION**

City may suspend the Agreement and Contractor's performance in accordance with MAG Specifications § 105.1 and 108.7.

10.2 **TERMINATION BY THE CITY FOR CAUSE**

10.2.1 MAG Specifications § 108.11 applies to the Agreement.

10.2.2 City may also terminate the Agreement if City determines, in its sole discretion that Contractor has:

a. After prior written notice, refused or failed to supply enough properly skilled workers or proper materials;

b. After prior written notice, failed to make payment to Subcontractors for materials or labor in accordance with the respective agreements between Contractor and the Subcontractors;

c. After prior written notice, disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

d. After prior written notice, repeatedly failed to comply with written directives from City;

e. Is adjudged as bankrupt or insolvent;

f. Made a general assignment for the benefit of creditors;

g. Appointed a trustee or receiver for itself or any of its property;

h. Filed a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws; or

i. Otherwise breached a provision of the Agreement Documents or any other Agreement between City and Contractor.

10.2.3 When any of the above reasons exist, City may terminate the Agreement, without prejudice to any other rights or remedies of City, after giving Contractor and Contractors' surety, if any, 7 Days written notice of City's intent to terminate the Agreement and Contractor's failure to cure any such reasons. Upon such termination, City may: (1) take possession of the Site and of all materials thereon owned by Contractor; or (2) finish the Work by whatever reasonable method City may deem expedient. When City terminates the Agreement for one of the reasons state above, Contractor will not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Agreement Price existing at the time of such termination exceeds the costs and expenses of finishing the Work and any other damages incurred by City, such excess will be paid to Contractor. If such costs, expenses and damages exceed such unpaid balance, Contractor must pay the difference to City. This obligation for payment will survive termination of the Agreement.

10.3 **TERMINATION BY CITY FOR CONVENIENCE**

City may also terminate the Agreement at any time for its convenience upon 7 Days written notice to Contractor specifying the termination date. In the event of termination which is not the fault, in whole or in part, of Contractor, City will pay to Contractor only such compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Agreement, no further payments will be due from City to Contractor.

10.4 **A.R.S. § 38-511**

The Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

SECTION 11 -INSURANCE AND BONDS

11.1 **INSURANCE REQUIREMENTS**

11.1.1 After Agreement award, the Contractor must 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 may not be deemed to apply to required Worker's Compensation coverage.

11.1.2 The Contractor and any of its Subcontractors 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.

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

11.1.4 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, or Subcontractors and the Contractor is free to purchase any additional insurance as may be determined necessary.

11.1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve 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.

11.1.6 Use of Subcontractors: If any Work is subcontracted in any way, the Contractor must execute a written agreement 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.

11.2 **MINIMUM SCOPE AND LIMITS OF INSURANCE**

11.2.1 The Contractor must provide coverage with limits of liability not less than those stated below.

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

11.2.1.2 Automobile Liability-Any Automobile or Owned, Hired and Non-Owned Vehicles. 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 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.

11.2.1.3 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 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.

11.2.1.4 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 Agreement Price and all subsequent modifications. The Contractor's Builders'

Risk/Installation Floater insurance must be primary and not contributory.

a. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and engineers' 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.

b. 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 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- Builders' Risk/Installation Floater insurance described herein.

c. 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.

d. 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.

e. 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.

f. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.

g. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Agreement, waived against the City, its officers, officials, agents and employees.

h. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

11.2.1.5 Pollution Liability Insurance (Including Errors and Omissions). For Job Orders, Pollution Liability Insurance is only required if applicable and determined on a project specific basis. Contractor must maintain Pollution Liability Insurance with a limit of not less than $5,000,000 per loss, $5,000,000 aggregate for losses caused by pollution conditions including coverage for bodily injury, property damage, defense costs, clean-up costs, and completed operations that arise from the operations of Contractor as described in this Agreement.

a. The policy must provide for complete professional service coverage, including coverage for pollution liability that is a result of a breach of professional duties.

b. The policy must provide for protection again claims for third-party bodily injury, property damage, or environmental damage caused for pollution conditions resulting from general contracting activities for which Contractor is legally liable.

c. The policy must provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.

d. Completed Operations Coverage must be kept in place for up to the statute of repose.

e. The policy must be endorsed to include the following additional insured language: “City, its elected officials, trustees, employees, agents, and volunteers must be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of Contractor”.

f. If Work under this Agreement requires the transportation of any hazardous material or regulated substances, Contractor must carry Auto Liability with a CA 9948 endorsement or equivalent.

g. If Work under this Agreement requires the disposal of any hazardous materials from the job site, Contractor must obtain a certificate of insurance for Pollution Legal Liability from the disposal site operator with a limit of not less than $5,000,000 per loss, $5,000,000 aggregate.

11.3 **ADDITIONAL POLICY PROVISIONS REQUIRED**

11.3.1 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.

11.3.2 The Contractor’s insurance must contain broad form contractual liability coverage.

11.3.3 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 will be in excess of the coverage provided by the Contractor and must not contribute to it.

11.3.4 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.

11.3.5 Coverage provided by the Contractor must not be limited to the liability assumed under the

indemnification provisions of this Agreement.

11.3.6 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.

11.3.7 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 3 years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the required Additional Insureds set forth herein.

11.3.8 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.

11.3.9 Insurance Cancellation During Agreement Term.

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

11.3.9.2 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 30 Days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then 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 require notice, the Contractor or its insurance broker must notify the City of any cancellation, suspension, non-renewal of any insurance within 7 Days of receipt of insurers' notification to that effect.

11.3.10 City as Additional Insured. The above-referenced policies are to contain, or be endorsed to contain, the following provisions:

11.3.10.1 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.

11.3.10.2 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.

11.4 BONDS AND OTHER PERFORMANCE SECURITY

11.4.1 After Agreement award, Contractor must provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Agreement Price.

11.4.2 Each such bond must be executed by a surety company or companies holding a Certificate

of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance and must be named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. A copy of the Certificate of Authority must accompany the bonds. The Certificate must have been issued or updated within two (2) years prior to the execution of this Agreement. The bonds must be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required.

11.4.3 The bonds must be made payable and be acceptable to City. The bond forms for the performance and payment bonds must be in the forms required under A.R.S. § 34-221, *et. Seq.,* as in Appendices 4 and 5 of these General Conditions.

11.4.4 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement Documents, Contractor must promptly furnish a copy of the bonds or must permit a copy to be made.

11.4.5 All bonds submitted for this Project must be provided by a company which has been rated AM Best rating of A- or better for the prior four quarters by the latest edition of the 'Results Best's Key Rating Guide (Property/Casualty)" published by the A.M. Best Company.

11.4.6 Personal or individual bonds are not acceptable.

11.4.7 If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent, or Contractor's right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of this Section 11.4, Contractor must within 5 Days thereafter substitute another Bond and surety, both of which must be acceptable to City.

SECTION 12 - INDEMNIFICATION

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

SECTION 13 -DISPUTE RESOLUTION

13.1 All disputes arising out of or relating to the Agreement, the Work or the Project, other than termination under Section 10, will be resolved pursuant to the Dispute Resolution process set forth in Appendix 6 of these General Conditions, and not pursuant to MAG Specifications § 110.

13.2 Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations under the Agreement until such dispute is resolved.

13.3 Notwithstanding any other provision in this Agreement, City has the right to immediately file in court and pursue an action for a temporary restraining order and injunctive relief against Contractor if City determines that such action is necessary to protect its interests under the Agreement, to obtain specific performance of any provision of the Agreement, to advance the completion of the Project, or to protect health, welfare and safety.

SECTION 14 - MISCELLANEOUS PROVISIONS

14.1 AGREEMENT DOCUMENTS

14.1.1 The Agreement Documents are intended to permit the parties to complete the Work and all obligations required by the Agreement Documents within the Agreement Times for the Agreement Price. The Agreement Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

14.1.2 It is the intent of the Agreement Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Agreement Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Agreement Documents or from prevailing custom or trade usage as being required to produce the intended result must be provided by Contractor whether or not specifically called for at no additional cost to City.

14.1.3 The Agreement Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Agreement Documents), Contractor's Bid or Proposal (including documentation accompanying the Bid and any post-Bid documentation submitted prior to Agreement award) when attached as an exhibit to the Agreement, the accepted Project Schedule, the Notice to Proceed, the Performance Bond, the Payment Bond, Project Design, Engineering and Specifications, these General Conditions, the Project Specific Special Provisions, Technical Specifications, Agreement Drawings, as the same may be more specifically identified in the Agreement, Change Orders, Work Change Directives, Field Orders and the written interpretations and clarifications of the Design Professional or City representative and Modifications issued after execution of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Agreement Documents.

14.1.4 In the event of any inconsistency, conflict, or ambiguity between or among the Agreement Documents, the Agreement Documents will take precedence as follows from highest to lowest: Change Orders, Addenda, Agreement, Project Specific Special Provisions, General Conditions, Technical Specifications, Drawings/Plans, Chandler Amendments to MAG Standard Specifications and Chandler Standard Details, and MAG Uniform Standard Specifications and Details for Public Works Construction. If applicable to this Agreement, Federal Provisions prevail.

14.1.5 On the Drawings, given dimensions will take precedence over scaled measurements and large scale drawings over small-scale drawings.

14.1.6 Clarifications and interpretations of the Agreement Documents will be issued by the Design Professional through the City.

14.1.7 The headings used in this Agreement or any other Agreement Documents, are for ease of reference only and must not in any way be construed to limit or alter the meaning of any provision.

14.1.8 The Agreement Documents form the entire agreement between City and Contractor. No oral representations or other agreements have been made by the parties except as specifically stated in the Agreement Documents.

14.1.9 The Agreement Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party in the form of a Change Order.

14.1.10 Re-Use of Documents. Neither Contractor nor any Subcontractor, manufacturer, fabricator, supplier or distributor will have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the Design Professional; and they must not re-use any of them on extensions of the Project or any other project without written consent of City and the Design Professional and specific written verification or adaptation by the Design Professional.

14.2 **REFERENCE STANDARDS**

14.2.1 Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, will mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Agreement Documents.

14.2.2 The provisions of any such standard, specification, manual or code, or any instruction of a Supplier will not change the duties or responsibilities of City, Contractor, Design Professional or Project Manager, or any of their Subcontractors, consultants, agents, or employees from those set forth in the Agreement Documents, nor will any such provision or instruction assign to City, Contractor, Design Professional, or any of their agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Agreement Documents.

14.3 **COMPLIANCE WITH ARIZONA LAW AND FEDERAL LAW**

14.3.1 Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") must comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A).

14.3.2 A breach of the Contractor Immigration Warranty constitutes a material breach of this Agreement and subject to penalties up to and including termination of this Agreement.

14.3.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Agreement to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.

14.3.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.

14.3.5 The provisions of this Article must be included in any agreement the Contractor enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "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.

14.4 **HAZARDOUS ENVIRONMENTAL CONDITIONS**

14.4.1 Contractor will not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Agreement Document to be within the scope of the Work. Contractor will be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

14.4.2 If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition. Contractor must immediately:

a. Secure or otherwise isolate such condition;

b. Stop all Work in connection with such condition and in any area affected thereby; and

c. Notify City and promptly thereafter confirm such notice in writing.

14.4.3 City will promptly retain a qualified expert to evaluate such condition or take corrective action, if any.

14.4.4 Contractor will be responsible for any and all civil or criminal penalties, fines, damages, or other charges imposed by any regulatory agency or court for sewage discharges that are in violation of applicable statutes and laws and that are a result, direct or indirect, of work performed under this Agreement. Contractor will also be responsible for reimbursement to City for administration, reporting, and tracking expenses required as a result of any spill event. In the event the regulatory agency or court imposes a probationary period, Contractor must post bond for the probationary period to ensure that all such costs are reimbursed to City. This responsibility will apply whether penalties are imposed directly on Contractor or any of its Subcontractors, or the City of Chandler. Contractor must defend and indemnify City against such penalties. Regulatory agencies may include, but are not limited to, the Arizona Department of Environmental Quality (ADEQ) and the United States Environmental Protection Agency (USEPA).

14.5 **COOPERATION AND FURTHER DOCUMENTATION**

Contractor agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of the Agreement Documents.

14.6 **ASSIGNMENT**

Neither Contractor nor City will, without the written consent of the other assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Agreement Documents, any such assignment will be void, will transfer no rights to the purported assignee, and would be a material breach of the Agreement.

14.7 **SUCCESSORS**

Contractor and City intend that the provisions of the Agreement Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

14.8 **LAWFUL PRESENCE**

Pursuant to A.R.S. §§ 1-501 and 1-502, City is prohibited 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 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.

14.9 **NO BOYCOTT OF ISRAEL CERTIFICATION**

By Contractor's signature on this Agreement, Contractor certifies under A.R.S. § 35-393.01 that Contractor is not currently engaged in and for the duration of this Agreement will not engage in a boycott of Israel.

14.10 **NO THIRD PARTY BENEFICIARY**

Nothing under the Agreement Documents will be construed to give any rights or benefits in the Agreement Documents to anyone other than City and Contractor, and all duties and responsibilities undertaken pursuant to the Agreement Documents will be for the sole and exclusive benefit of City and Contractor and not for the benefit of any other party, unless otherwise expressly set forth in the Agreement Documents.

14.11 **GOVERNING LAW AND VENUE**

The Agreement and all Agreement Documents will be deemed to be made under, and will 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 court action to enforce any provision of the Agreement or to obtain any remedy with respect hereto must be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

14.12 **SEVERABILITY**

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

14.13 **LEGAL REQUIREMENTS**

At all times relevant to its entry into this Agreement and performance of the Services and the Work, Contractor 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 Exhibit C of the Agreement.

14.14 **PARTIAL INVALIDITY**

If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

14.15 **ATTORNEYS' FEES**

Should either party to the Agreement bring an action to enforce any provision of the Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs in connection therewith.

14.16 **CONFLICT OF INTEREST**

14.16.1 Contractor agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, existing prior to the execution of the Agreement. Further, Contractor agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, if Contractor gains such interest during the course of this Agreement. If Contractor gains financial or economic interest in the Project during the course of this Agreement, this may be grounds for terminating this Agreement. Any decision to terminate the Agreement must be at the sole discretion of City.

14.16.2 Contractor will not engage the services on this Agreement of any present City employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or Agreement Modifications for this Agreement.

14.16.3 Contractor agrees that it will not perform services on this Project for a contractor, subcontractor, or any supplier, not covered under this Agreement.

14.17 **INDEPENDENT CONTRACTOR**

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

14.18 **NOTICE OF INJURY**

Should City or Contractor suffer injury or damage to their person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim must be made in writing to the other party within 7 Days of the first observance of such injury or damage.

14.19 **CONFIDENTIALITY**

Contractor, for the benefit of City, hereby agrees it will not release or cause or permit to be released to the public any press notices, publicity (oral or written) or advertising promotion relating to, any statement regarding, or any other public announcement or disclosure or cause or permit to be publicly announced or disclosed, in any manner whatsoever, the specific terms and conditions of this Agreement or any comment relating to the Project or the Site. Notwithstanding the foregoing, Contractor will be entitled to disclose the terms of the Agreement to the extent required by law or in the course of enforcing or defending a claim or action hereunder. Contractor must give City reasonably prompt notice of any disclosure or statement made pursuant to this provision.

14.20 **DATA CONFIDENTIALITY**

14.20.1 As used in the Agreement, "data" means all information, whether written or verbal, including plans, specifications, renderings, 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 City in the performance of this Agreement.

14.20.2 Contractor agrees that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to City in connection with the Contractor's performance of this Agreement is confidential and proprietary information belonging to City.

14.20.3 Except as specifically provided in this Agreement, Contractor or its Subcontractors must not divulge data to any third party without prior written consent of City. Contractor or its Subcontractors must not use data for any purposes except to perform Work required under this Agreement. These prohibitions will not apply to the following data provided Contractor has first given the required notice to City:

a. Data which was known to Contractor or its Subcontractors prior to its performance under this Agreement unless such data was acquired in connection with Work performed for City;

b. Data which was acquired by Contractor or its Subcontractors in its performance under this Agreement and which was disclosed to Contractor or its Subcontractors by a third party, who to the best of Contractor's or its Subcontractor's knowledge and belief, had the legal right to make such disclosure and 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.

14.20.4 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 agreement with City, the Contractor must first notify City as set forth in this Section of the request or demand for the data. The Contractor or its Subcontractors 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.

14.20.5 Unless prohibited by law, within 10 Days after completion of services for a third party on real or personal property owned or leased by City, the Contractor must promptly deliver, as set forth in this Section, a copy of all data to City. All data will continue to be subject to the confidentiality agreements of this Agreement.

14.20.6 Contractor or its Subcontractors assume all liability for maintaining the confidentiality of the data in its possession and agree to compensate City if any of the provisions of this Section are violated by Contractor, its employees, agents, or Subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section will be deemed to cause irreparable harm that justified injunctive relief in court. Contractor agrees that the requirements of this Section will be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this

Agreement without notice.

14.21 **SURVIVAL**

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

14.22 **COVENANTS 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 City Council, or any employee of City has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, City will have the right to annul the 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.

14.23 **NO WAIVER**

The failure of either party to enforce any of the provisions of the Agreement Documents 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 will it affect the validity of the Agreement Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

14.24 **NONEXCLUSIVE REMEDIES**

The remedies set forth in this Agreement are cumulative and not exclusive, and failure to exercise any remedy (including, without limitation, any right to terminate) will not preclude any party from exercising any other right in seeking any other remedy available to it at law or in equity.

14.25 **PROJECT COMMUNICATIONS**

14.25.1 All communications concerning the performance of the Work or the Project will be provided to the designated Project Manager and Contractor's Representative set forth in Article 1 of the Agreement. City may change the designated Project Manager and, subject to Section 4.4.20 of these General Conditions, Contractor may change Contractor Representative, by written notice to the other.

14.25.2 Project communications may be exchanged by e-mail, but email communications cannot change the terms of the Agreement or the Scope of Work, or effectuate any change that requires a written Change Order.

14.25.3 When any provisions of the Agreement Documents requires Contractor or the Design Professional to give written notice to City, it will be deemed to have been validly given if delivered in person or if delivered at or sent by registered or certified mail, postage prepaid, to the Parties indicated in Agreement Article 1, incorporated by reference.

14.25.4 When any provisions of the Agreement Documents requires City, Project Manager, or the Design Professional to give written notice to Contractor, it will be deemed to have been validly given if delivered in person to the person designated in the Agreement Documents as Contractor's Resident Superintendent, or if delivered at or sent by registered or certified mail, postage prepaid, to Contractor at the last address in the Agreement Documents or such substitute address which Contractor designates in writing, or to the business address known to the giver of notice.

14.26 **DRUG FREE WORKPLACE PROGRAM**

14.26.1 City has adopted a policy establishing a drug free workplace for itself and as a requirement for Contractors doing business with City, to ensure the safety and health of employees working on City projects.

14.26.2 Contractor must require a drug free workplace for all employees working under the Agreement. Specifically, all employees of Contractor who are working under an agreement with City must be notified, in writing, by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace.

14.27 Failure to require a drug free workplace in accordance with the City's policy may result in termination of the Agreement and possible debarment form bidding on future City projects.

SECTION 15 - PROVISIONS APPLICABLE SOLELY TO GMP AND COST-BASED AGREEMENTS, CHANGE ORDERS, AND JOB ORDERS

15.1 **ADDITIONAL DEFINITIONS**

The definitions set forth in Section 2 apply to GMP and Cost-Based Agreements, Change Orders, and Job Orders, together with the additional definitions set forth below.

Baseline Cost Model –
A breakdown and estimate of the scope of the Project developed by CM@Risk pursuant to Section 17.5 of these General Conditions.

CM@Risk or Construction Manager at Risk –
The person or firm selected by City to provide pre-construction and/or construction services as detailed in a Construction Manager at Risk Agreement with City. In these General Conditions, the term "Contractor" includes CM@Risk under both Pre-Construction and Construction Services Agreements.

CM@Risk Fee or Contractor's Fee –
An agreed to percentage in an accepted GMP that represents the Contractor's fee for performance of the Work.

Agreement Documents –
Where compensation under the Agreement is based upon a GMP accepted by City, the term "Agreement Documents" also includes the accepted GMP Proposal.

Agreement Price –
Where compensation under the Agreement based upon a GMP accepted by City, the term "Agreement Price" refers to the GMP.

Cost-Based Agreement, Change Order, or Job Order –
A Agreement, Change Order, or Job Order where the Agreement Price is based upon the actual cost of performing the Work, subject to the terms of the Agreement Documents, including this Section 15. These would include those generally referred to as "Cost of the Work plus a Fee with a GMP," "Time and Materials," or "Cost Plus a Fee."

Cost of the Work –
The direct costs necessarily incurred by Contractor in the proper, timely, and complete performance on the Work. The Cost of the Work will include only those costs set forth in Section 15.2 of these

General Conditions.

Deliverables –
The work products prepared by Contractor in performing the scope of work described in the Agreement. Some of the major deliverables to be prepared and provided by Contractor during pre-construction may include but are not limited to: the Baseline Cost Model and Schedule that validate City's plan and budget, Construction Management Plan, Detailed Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, Detailed Cost Estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, Constructability Review, Cost Control Log, Traffic control and phasing plans and others as indicated in this Agreement or required by the Project Team.

Pre-Construction Services Agreement –
The Agreement entered into between City and the CM@Risk for Pre-Construction Services to be provided by the CM@Risk, including, without limitation, the generation of a GMP Proposal. If the GMP Proposal is accepted by City and a Construction Agreement is entered into between City and CM@Risk, the duties, obligations and warranties of the CM@Risk under the Pre-Construction Services Agreement survive and are incorporated into the resulting Construction Agreement.

Pre-Construction Services –
The services to be provided under the Pre-Construction Services Agreement, including Section 17 of these General Conditions.

Detailed Project Schedule –
The Detailed Project Schedule developed by the CM@Risk for the review and approval of the Project Manager in accordance with Section 17.3 of these General Conditions, if applicable.

General Conditions Costs –
Those costs set forth in Section 4 of Appendix 9 to these General Conditions.

GMP Plans and Specifications –
The plan and specifications upon which the Guaranteed Maximum price Proposal is based.

GMP Proposal –
The proposal of Contractor submitted pursuant to Section 17.7 of these General Conditions for the entire Work and/or portion (phases) of the Work.

Guaranteed Maximum Price or GMP –
The Guaranteed Maximum Price set forth in the Agreement, Change Order, or Job Order if applicable.

15.2 **AGREEMENT PRICE**

15.2.1 The Agreement Price for all Agreements, Change Orders, and Job Orders based upon payment of the Cost of the Work plus a Fee with a GMP, time and materials, or cost-plus a fee will be the Cost of the Work incurred plus the Fee agreed to in writing by City, limited to the amount of the GMP, if agreed to. Unless otherwise expressly provided in the Agreement, Change Order, or Job Order, all Cost Based pricing will be subject to and limited to GMP.

15.2.2 The Agreement Price may only be changed as set forth in Section 9 above.

15.2.3 Only costs specifically designated as reimbursable costs are eligible for payment by City or may be charged against the Agreement Price. All other costs will not be paid by City and will not be chargeable against the Agreement Price.

15.2.4 Cost-Based Agreements. For Agreements, Change Orders, or Job Orders, reimbursable costs must be determined pursuant to Appendix 9 to these General Conditions, Cost of the Work, and not by MAG Specifications §109.5.

15.3 **ALLOWANCES**

15.3.1 Contractor must include in the Agreement Price all Allowances stated in the Agreement Documents and agreed to in writing by City. Items covered by these Allowances must be supplied for such amounts and by such persons as City may direct, provided Contractor will not be required to employ persons against whom Contractor makes a reasonable objection. Materials, labor, and equipment under an Allowance will be selected by City in accordance with a schedule to be mutually agreed upon by City, Design Professional and Contractor or otherwise in reasonably sufficient time to avoid delay in the Work.

15.3.2 Unless otherwise provided in the Agreement Documents:

15.3.2.1 These Allowances must cover the cost to Contractor, less any applicable trade discount, of the materials, labor, and equipment required by the Allowances, delivered at the Site, and all applicable taxes;

15.3.2.2 Contractor's costs for unloading and handling on the Site, labor, installation costs, overhead, profit and other expenses relating to materials, labor, and equipment required by the Allowance must be included in the Agreement Sum and not in the Allowance; and

15.3.2.3 Whenever the cost is more or less than the Allowance, the Agreement Sum must be adjusted accordingly by Change Order, the amount of which will recognize the difference between actual costs for an Allowance item and the amount of the Allowance item and changes, if any, in handling costs on the Site, labor, installation costs, overhead, profit and other expenses.

15.4 **CONTINGENCY**

An agreed to amount in the GMP that may only be used in accordance with the terms set forth in these General Conditions and with prior written approval by the City.

15.4.1 Construction Contingency. This GMP includes a dollar amount listed as a Construction Contingency which will be readily available for increased costs for subcontractors, material, and equipment subject to prior approval of City, which approval will not be withheld unreasonably. The Construction Contingency may also be used, at the discretion of City, to reimburse CM@Risk for unexpected costs due to (a) scope gaps between trade subcontractors; (b) agreement default by trade subcontractors; (c) unforeseen field conditions, but only as defined in Section 9.5 above; (d) work completed to meet the intent of the design, but which was not indicated on the plans; (e) costs overruns not covered by allowances; (f) costs of corrective work not provided for elsewhere; and (g) implementation of any Recovery Plan. Cost for which CM@Risk desires to be paid from the Construction Contingency must be documented by CM@Risk on a time and materials basis and are subject to verification by City. If agreed to by City, a "Use of Contingency" form will be executed by both parties authorizing the actual cost of the work to be paid and included in the Work Item Direct Costs. The Construction Contingency is not allocated to any particular

item of the Project but may be used for any portion of the work as determined above. Any amount not used in the Construction Contingency will belong to City and will reduce the GMP.

15.4.2 Owner's Contingency. This GMP also includes a dollar amount listed as an Owner's Contingency which may be used only by the City (owner department) for upgrades and changes in scope or other changes not already included within the intent of the Project Program. City will provide CM@Risk with a Work Change Directive authorizing CM@Risk to perform the additional work and to transfer funds from the Owner's Contingency to the Work Item Direct Costs category to be paid with such direct costs. These additional costs will be in an amount mutually agreed upon by CM@Risk and City or will be documented by CM@Risk on a time and materials basis and are subject to verification by City. Any amount not used in the Owner's Contingency will belong to the City and will reduce the GMP.

15.5 **REDUCTION IN RETENTION**

If the Agreement Price is based upon a GMP, in order to receive payment of one-half of the retention as set forth in Section 8.1.5 above, Contractor must also submit to the Project Manager a complete accounting of the Actual Reimbursable Cost of the Work to date, including all such documentation (including, without limitation, invoices, subcontract, subcontractor change orders, purchase orders, records of payment, etc.) as City may require, to establish whether the payments made to Contractor equal, exceed, or are less than the actual reimbursable Cost of the Work to date. Any excess payments by City, as determined by the Project Manager, will be deducted from the one-half retention payment to be made to Contractor, and any additional excess amounts paid to Contractor will be refunded by Contractor to City. The Project Manager's determinations as to Actual Reimbursable Cost of the Work will be the basis of payment until final Project Closeout and Final Payment under the Agreement.

15.6 **FINAL PAYMENT**

If the Agreement Price is based upon a GMP, as a further condition precedent to Final Payment by City, Contractor must submit to the Project Manager a complete final accounting of the Actual Reimbursable Cost of the Work, including all such documentation (including, without limitation, invoices, subcontracts, subcontractor change orders, purchase orders, records of payment, etc.) as City may require, to establish whether the payments made to Contractor equal, exceed, or are less than the Actual Reimbursable Cost of the Work to date. Any excess payments by City, as determined by the Project Manager, will be deducted from the one-half retention payment to be made to Contractor, and any additional excess amounts paid to Contractor will be refunded by Contractor to City. Disputes relating to the Final Cost of the Work will be subject to City's audit rights under Sections 8.8 above and 15.7 below, and the dispute resolution process under Section 13 above.

15.7 **OPEN BOOK**

On any GMP-based or Cost-Based Agreement, Job Order, or Change Order, City may attend any and all meetings or discussions pertaining to the Project, including bid openings, and must have access to all books, invoices, accounts, memoranda, correspondence, and written communications or records of any kind pertaining to the Project, including without limitation, those stored in electronic format.

15.8 **DIFFERING SITE CONDITIONS AND/OR CHANGE IN LAWS**

A Change Order for increased costs under Section 9.5 or 9.6 above will only be considered

or granted by City to the extent such actual, documented costs are justified.

SECTION 16 - PROVISIONS APPLICABLE SOLELY TO JOB ORDER AGREEMENTS (JOC)

16.1 **ADDITIONAL DEFINITIONS**

The definitions set forth in Sections 2 and below will apply to all Job Order Agreements and Job Orders. In addition, the definitions set forth in Section 15.1 above will apply to all Cost-Based Job Orders.

Agreement –
Includes the Job Order Master Agreement and Job Order Project Agreements issued and agreed to by City and JOC Contractor.

JOC Contractor's Coefficient –
A numerical factor that represents JOC Contractor total costs (indirect and direct costs, sales tax, profit, etc.) and other adjustments for market conditions.

Job Order Request for Proposal (RFP) –
The Request for Proposals issued by City for each Job Order Project Agreement relating to a specific Project.

Job Order Cost Proposal –
The Proposal submitted by JOC Contractor in response to a Job Order Request for Proposal (RFP) issued by City to develop a Job Order Project Agreement for a specific Project.

Guaranteed Maximum Price (GMP) Job Order –
Job Order under which JOC Contractor is compensated for actual costs incurred.

Job Order Project Agreement (Job Order) –
The agreement for a specific project, as it may be modified by all Change Orders, executed by the Parties, which incorporates the terms and conditions of the Job Order Master Agreement.

16.2 **ORDERING AND PROCESSING PROCEDURES FOR JOB ORDERS**

16.2.1 The process for developing and issuing a Job Order for a particular Project consists of three (3) procedures: (1) issuance of a RFP by City; (2) JOC Contractor's response to the RFP in the form of JOC Contractor's Job Order Cost Proposal; and (3) Issuance of a Job Order by City, as set for below.

16.2.2 RFP's For Job Orders

16.2.2.1 City will provide to JOC Contractor RFP with a Scope of Work (SOW) describing the Work to be performed, which may include special instructions and conditions, material submittal requirements, and, if applicable, a complete set of sketches, construction drawings and specifications for the Job Order.

16.2.2.2 Some Job Order RFP's will be issued by City without detailed sketches, drawing and specifications and will rely on JOC Contractor to produce them for City review and approval and is considered to be Pre-Construction and incidental design services included in JOC Contractor's overhead for GMP Job Orders. In addition JOC Contractor will not be reimbursed for any Pre-Job Order costs, including proposal preparation, attendance during negotiations, or site visits.

16.2.3 JOC Contractor's Job Order Cost Proposal

16.2.3.1 JOC Contractor must respond within ten (10) calendar days of the RFP date or site visit, whichever is later or as otherwise indicated on a case-by-case basis, by submitting JOC Contractor's Job Order Cost Proposal to the City representative.

16.2.3.2 Unless otherwise required under the terms of the RFP, JOC Contractor's Job Order Cost Proposal must include the following.

a. JOC Contractor's Job Order Cost Proposal in PDF and electronic format;

b. A Project Schedule and schedule of values that reflects the costs of each work element on the schedule. The schedule must show all milestones (e.g., permits, submittals, ordering materials, demolition, work phases, closeout and completion date); and

c. Necessary documentation will be required to indicate that adequate scoping, layout, setup and planning to accomplish the Work has been done. Examples of documentation that might reasonably be expected include sketches, drawings, calculations, catalog cuts and specifications produced to a level of detail and skill that could be expected of experienced, competent Project Managers with five or more periods experience in their respective trade.

16.2.3.3 JOC Contractor must select Subcontractors based on qualifications alone or on a combination of qualifications and price and must not select Subcontractors based on price alone. A qualifications and price selection may be a one-step selection based on a combination of qualifications and price or two-step selection. In a two-step selection, the first step must be based on qualifications alone and the second step may be based or a combination of qualifications and price or on price alone.

16.2.3.4 Upon request, JOC Contractor must provide City with copies of Subcontractor quotes and the basis for selection of each Subcontractor.

16.2.3.5 If City objects to a selected Subcontractor, City will make the objection and the reasons for the objection known to the JOC Contractor. JOC Contractor must then present an acceptable Subcontractor for the applicable discipline. City will not unreasonably object to or withhold approval of a Subcontractor.

16.2.3.6 For self-performed work, the City retains the right to have the JOC Contractor establish JOC Contractor's costs by bidding their costs against at least three (3) other interested trade Contractors. No self- performed work will be allowed to be performed on a lump sum basis.

16.2.4 Issuance of Job Order

16.2.4.1 City Representative will compare the JOC Contractor's Job Order Cost Proposal with the City's estimate, schedules and other requirements, and then, if the City Representative determines it is in the best interest of City, arrange a meeting with JOC Contractor, at which time the JOC Contractor's Job Order Cost Proposal will be discussed and negotiated.

16.2.4.2 If the City Representative determines that it is in the best interest of the City, City will then issue a Job Order to JOC Contractor for execution.

16.2.4.3 Specific Job Orders may vary, but unless agreed to by City in writing otherwise, the content

of Job Orders under the Agreement will generally be as follow, all of which will be signed and/or initialed by JOC Contractor's designated representative:

a. The description of the Scope of the Work and Project Schedule (attached as Exhibit A to the Job Order);

b. The address or location of the Work;

c. The Agreement Price for Work (Construction) included in the Project (attached as Exhibit B to the Job Order);

d. The name of the JOC Contractor representative for the Project;

e. The Drawings and Specifications for the Project;

f. If any shop drawings, project date and/or samples are required for the Job Order, the date for delivery of each required item (included in the Project Schedule, Exhibit A to the Job order); and

g. Project Specific Provisions, if any, in Exhibit A to the Job Order, including, without limitation, whether any of the following are required: Pre-Construction Conference, weekly progress meetings, field office, storage enclosure, materials and equipment handling facility, submittals, shop drawings, product data, equipment list, samples, project manual, schedule of values, Construction progress schedule, narrative reports, progress report, progress charts, progress photographs, materials status report, Construction diagram, Construction status report, operation and maintenance data, operating maintenance instructions and parts list, and as-build drawings.

16.2.5 Job Order Intent. Each Job Order will be interpreted to include all items reasonably necessary to complete the Project under that Job Order as described in the scope of the Work in that Job Order. All Work must be performed in a professional manner and all materials used must be new and of the highest quality and of the type best adapted to their purpose, unless otherwise specified. The Notice to Proceed date, and the award date established therein, will be deemed an integral part of the Job Order the same as if set forth therein.

16.3 **INCIDENTAL DESIGN SERVICES**

16.3.1 This effort includes all "extensions of design" for systems that are typically specified in a performance oriented manner by consultants and designers. Examples include: fire sprinkler systems, fire alarm and sprinkler systems, DDC controls, control systems, prefabricated metal building and similar situations. These designs are normally provided under submittals as a shop drawing with engineering backup and as appropriate, seals of registered engineers specializing in the particular system.

16.3.2 Incidental design includes all documents, sketches, schematic diagrams, floor plan layouts, equipment schedules and other documents produced by the JOC Contractor to define the work required for projects that the City does not develop formal or abbreviated designs requiring a seal by a registered engineer. Incidental design does not include preparation of designs requiring an architect or engineer seal.

16.3.3 JOC Contractor represents, covenants, and agrees, and contractually assumes the obligation to furnish, all of the required Design Services through properly licensed and

experienced Design Professionals in complete accordance with all of the duties imposed on a Design Professional under the Agreement Documents, Laws, Regulations, or Legal Requirements, and the common law.

16.3.4 All Design Documents (and all other Project-related documents, models, computer drawings and other electronic expression, photographs and other expressions CADD, and BIM files and images included) that JOC Contractor and/or JOC Contractor's Design Professional(s) prepare in connection with a Job Order and the copyrights therein (collectively, the "Instruments of Service") will be the property of City. JOC Contractor covenants and agrees to execute any additional document reasonably requested by City to confirm such assignment without any additional compensation.

16.4 **CONSTRUCTION SERVICES**

16.4.1 The following subsections of this Section 16.4 set forth requirements beyond those set forth in Section 4 above which apply to Construction Services performed under a Job Order.

16.4.2 JOC Contractor must perform the Work using only those firms, team members and individuals designated by JOC Contractor consistent with each Job Order 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.

16.4.3 Construction Phasing

16.4.3.1 City use of the facilities is anticipated while the Work is being performed. The Work must be planned and accomplished so that there will be a minimum of interference and inconvenience to occupants in the building and agencies in the vicinity and to other craftsmen who may have to do work in the affected facilities. Any blockage of building exits or driveways must be coordinated in advance.

16.4.3.2 If applicable, furniture, portable office equipment and wall appurtenances not rigidly fastened to the walls must be moved by JOC Contractor, protected from damage and replaced to the original position upon completion of the work. If the work required by the Job Order will not allow furniture and portable office equipment to be replaced to its original position, new locations will be designated by City. Incidental costs associated with moving one-piece furnishings up to approximately 150 pounds to perform such tasks as painting, carpet or tile replacement, etc., are considered a general cost of building renovation and must be included in the JOC Contractor's Coefficient. Costs for large scale or wholesale removal and replacement of large quantities of desks or modular workstations, copiers, multiple full file cabinets, etc. to another location or storage outside the work space, or disassembly and reassembly of modular furniture is not considered part of the JOC Contractor's Coefficient and will be priced separately.

16.4.3.3 The work must, so far as practicable, be done in definite sections or divisions and confined to limited areas which must be completed before work in other sections or divisions are begun.

16.4.4 Work Site Conflicts. In the event of a conflict between JOC Contractor and others in an occupied facility or where other Contractors are performing work on the same facility under other Agreements, City will decide to dispute and that decision will be final.

16.4.5 Ownership of Work Product. 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 for hire, JOC 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.

16.5 **OPTIONAL LIQUIDATED DAMAGES**

16.5.1 Specific Job Orders. City will have the right to assess liquidated damages in relation to any specific JOC Project Agreement as set forth below.

16.5.2 Substantial Completion Liquidated Damages. JOC Contractor acknowledges and agrees that if JOC 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 JOC Contractor agree that if JOC Contractor fails to achieve Substantial Completion of the Work within the Agreement Time, City will be entitled to retain or recover from JOC Contractor, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9.

16.5.3 Final Acceptance Liquidated Damages. For the same reasons set forth in Section 16.5.2 above, City and JOC Contractor further agree that if JOC Contractor fails to achieve Final Acceptance of the Work within the Agreement Time, City will be entitled to retain or recover from JOC 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 any specific JOC Project Agreement.

16.5.4 MAG Liquidated Damages. Liquidated damages provisions in MAG § 108.9 may apply to any specific JOC Project Agreement.

16.5.5 City may deduct liquidated damages assessed pursuant to this Section 16.5 from any unpaid amounts then or thereafter due JOC Contractor under the Agreement or any specific JOC Project Agreement between JOC Contractor and City. Any liquidated damages not so deducted from any unpaid amounts due JOC Contractor must 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 to JOC Contractor.

16.6 **PERFORMANCE MEASUREMENT**

16.6.1 Performance Assessment. After the Final Acceptance of Work under each Job Order, City will complete a written evaluation of the performance of JOC Contractor on the Job Order.

16.6.2 Consideration in Assignment of Work. JOC Contractor's record of cost, schedule and quality performance and comparative assessments will be significant considerations in City's determination whether to award future Job Orders. JOC Contractor agrees that any determination by City not to not award future Job Orders or Option periods based on performance will be at the sole discretion of City.

SECTION 17 - PROVISIONS APPLICABLE SOLELY TO PRE-CONSTRUCTION SERVICES FOR CONSTRUCTION MANAGER AT RISK

17.1 ADDITIONAL DEFINITIONS

The definitions set forth in Section 2 and 15.1 above will apply to all Pre-Construction Services Agreements.

17.2 GENERAL

17.2.1 CM@Risk must perform the Services required by, and in accordance with the Agreement Documents and as outlined in Exhibit A of the Agreement to the satisfaction of the Project Manager, exercising the degree of care, skill, diligence and judgment a professional construction manager experienced in the performance of such services for construction and/or facilities of similar scope, function, size, quality, complexity and detail to the Project in urban areas throughout the United States, would exercise at such time, under similar conditions. CM@Risk must, at all times, perform the required services consistent with sound and generally accepted engineering principles and construction management and construction contracting practices.

17.2.2 As a participating member of the Project Team, CM@Risk must provide to City and Design Professional a written evaluation of City's Project Program and budget, each in terms of the other, with recommendations as to the appropriateness of each. CM@Risk must prepare a Baseline Cost Model that validates City's budget. The Baseline Cost Model must include all assumptions and basis of estimates in enough detail so that the Project Team can compare future detail estimates to the Baseline Cost model for variances. City and Design Professional will provide all the reasonably required data that is available in order to reach agreement between the team members that the Baseline Cost Model is an accurate projection of the costs of the Project.

17.2.3 CM@Risk must attend Project Team meetings, which may include, but are not limited to, bi- weekly Project management meetings, Project workshops, special Project meetings, construction document rolling reviews, public meetings and partnering sessions. CM@Risk attendance at design or other meetings in which CM@Risk is provided the opportunity but does not actively participate and/or is not properly prepared is not acceptable. Repeated instances of non-participation and/or lack of preparedness will be grounds for termination of CM@Risk Agreement for default.

17.2.4 CM@Risk must provide Pre-Construction Services, described herein, in a timely manner and consistent with the intent of the most current Drawings and Specifications. CM@Risk must promptly notify City in writing whenever CM@Risk determines any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work that deviates more than the allowed contingencies within the Baseline Cost Model or requires an adjustment in the Baseline Cost Model, Detailed Cost Estimate, Detailed Project Schedule, GMP Proposals and/or in the Agreement Time for the Work, to the extent such as established.

17.2.5 CM@Risk when requested by City, must attend, make presentations and participate as may be appropriate in public agency and or community meetings, relevant to the Project. CM@Risk must provide drawings, schedule diagrams, budget charges and other materials describing the Project when their use is required or appropriate in any such public agency meetings.

17.2.6 Ownership of Work Product. 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 material, in whatever form created (e.g., electronic or printed) and in all media now know 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 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.

17.2.7 CM@Risk represents to City in completing Pre-Construction Services and providing the reports and analysis required thereunder, that Work can be properly and timely constructed within the GMP Proposal, if accepted. CM@Risk does not assume any design responsibilities unless specifically called for in the scope of work, but CM@Risk will be responsible for their errors, omissions or inconsistencies included in the Work.

17.3 **DETAILED PROJECT SCHEDULE**

17.3.1 The fundamental purpose of the Detailed Project Schedule is to identify, coordinate and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Detailed Project Schedule requirements. CM@Risk must, however, develop and maintain the Detailed Project Schedule on behalf of and to be used by the Project Team based on input from the other Project Team members. The Baseline Project Schedule must be developed as part of the Baseline Cost Model. The Detailed Project Schedule must use the Critical Path method ("CPM") technique, unless required otherwise, in writing by City. CM@Risk must use scheduling software acceptable to City to develop the Detailed Project Schedule. The Detailed Project Schedule must be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Detailed Project Schedule must indicate milestone dates for the phases once determined. As part of construction phase, City may require CM@Risk to prepare a "resource loaded" schedule for all work, including work performed by Subcontractors, detailing each of the project tasks and the required/anticipated number of personnel per day for each task. CM@Risk must also indicate on the schedule its ability to meet said required/anticipated personnel requirements.

17.3.2 CM@Risk must include and integrate in the Detailed Project Schedule the services and activities required of City, Design Professional and CM@Risk including all construction phase activities based on the input received from City and the Design Professional. The Detailed Project Schedule must define activities as determined by City to the extent required to show: (a) the coordination between preliminary design and various pre-construction documents, (b) any separate long-lead procurements, (c) any permitting issues, (d) any land, right-of-way, or easement acquisition, (e) bid packaging strategy and awards to Subcontractors and Suppliers, (f) major stages of construction, (g) start-up and commissioning, and (h) occupancy of the completed Work by City. The Detailed Project Schedule must include by example and not limitation, proposed activity sequences and durations for design, procurement, construction and testing activities, milestone dates for actions and decisions by the Project Team, preparation and processing of shop drawings

and samples, delivery of materials or equipment requiring long-lead time procurement (if any), milestone dates for various construction phases, Total Float for all activities to the extent authorized by City, relationships between the activities, City's occupancy requirements showing portions of the Project having occupancy priority, and proposed dates for Final Acceptance.

17.3.3 A Baseline Project Schedule must be initiated with the project Baseline Cost Model and agreed to by the project team at the same time. CM@Risk must update and maintain a detailed Project Schedule throughout pre-construction such that it will not require major changes at the start of the construction phase to incorporate CM@Risk's plan for the performance of the construction phase Work. CM@Risk must provide updates and/or revisions to the Detailed Project Schedule for use by the Project Team, whenever required, but no less often than at the Project Team meetings. CM@Risk must include with such submittals a narrative describing its analysis of the progress achieved to-date vs. the Baseline Project Schedule, including any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

17.3.4 If phased construction is deemed appropriate at the time of developing the Baseline Cost Model or during the development of the Detailed Project Schedule, and City approves, CM@Risk must review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. CM@Risk must take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

17.3.5 Long Lead Time Items. As part of developing the Detailed Project Schedule, CM@Risk must identify all long lead time materials, fabrications, equipment, or other items which may impact the Project Schedule and may require early action on the part of the Project Team. Dates for selecting and ordering long lead time items will be included and highlighted in the Detailed Project Schedule

17.3.6 Equipment Plan. Contractor must develop an Equipment Plan that addresses all rental and owned equipment, regardless of whether such equipment will be provided by CM@Risk or subcontractor(s), that will be necessary to construct the Project and the cost of which will be included as a Cost of the Work in the GMP Proposal. The Equipment Plan will seek to minimize the cost of the equipment to City and maximize the efficient and coordinated use of the equipment for completion of the Project. The Equipment Plan will not only include the costs and allowable lease rates for the equipment, but will also include an equipment schedule that will be incorporated into the Detailed Project Schedule and the Schedule of Values submitted with the GMP Proposal.

17.4 DESIGN DOCUMENT REVIEWS

17.4.1 CM@Risk must evaluate periodically the availability of labor, materials/equipment, cost-sensitive aspects of the design; and other factors that may create an unacceptable variance to the Baseline Cost Model and/or Baseline Project Schedule.

17.4.2 CM@Risk must recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for CM@Risk to construct the Project. These additional

investigations, if agreed to be necessary by the Project Manager and the Design Professional, will be acquired by City and copies of the reports will be provided to CM@Risk.

17.4.3 CM@Risk must meet with the Project Team as required to review designs during their development. CM@Risk must familiarize itself with the evolving documents through pre- construction. CM@Risk must proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. CM@Risk must furthermore advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Drawings and Specifications. CM@Risk must use established value analysis principles in recommending cost effective alternatives.

17.4.4 CM@Risk must routinely conduct constructability and bid-ability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews must attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, completeness and coordination of Work of Subcontractors and Suppliers.

17.4.4.1 CM@Risk must evaluate whether: (a) the Drawings and Specifications are configured to enable efficient construction; (b) design elements are standardized; (c) construction efficiency is properly considered in the Drawings and Specifications; (d) module/preassembly design is prepared to facilitate fabrication, transport and installation; (e) sequences of Work required by or inferable from the Drawings and Specifications are practicable; (f) the design has taken into consideration efficiency issues concerning access and entrance to the site, laydown and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues; and (g) the design maintains continued operation of the existing City systems and maintains traffic on adjacent roadways. CM@Risk must also review the Drawings and Specifications to ensure that what is depicted therein can be constructed as designed and must promptly inform the Project Team of any issues.

17.4.4.2 CM@Risk must check cross-reference and complementary Drawings and sections within the Specifications and in general evaluate whether: (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies; (b) named materials and equipment are commercially available and are performing well, or otherwise, in similar installations; (c) Specifications include alternatives in the event a requirement cannot be met in the field; and (d) in its professional opinion, the Project is likely to be subject to Differing Site Conditions.

17.4.4.3 The results of the reviews must be provided to Project Team in formal, written reports clearly identifying all reviewed documents and the discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. CM@Risk must meet with Project Team to discuss any findings and review reports.

17.4.4.4 CM@Risk's reviews must be from a Contractor's perspective, and though it will serve to eliminate/reduce the number of RFIs) and changes during the construction phase, responsibility for the Drawings and Specifications will remain with the Design Professional and not CM@Risk.

17.4.5 It is CM@Risk's responsibility to assist the Design Professional in ascertaining that, in CM@Risk's professional opinion, the Construction Documents are in accordance with applicable Laws, Regulations, or Legal Requirements, building codes, sound engineering principle's rules and regulations. If CM@Risk recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, sound engineering principle's rules and regulations, it must promptly notify the Project Team in writing, describing the apparent variance of deficiency. However, the Design Professional is ultimately responsible for the compliance of the Drawings and Specifications with those laws, statutes, ordinances, building codes, rules and regulations.

17.4.6 The Project Team will routinely identify and evaluate using value analysis principles and alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a high quality and fully functional Project consistent with the Project Program. If the Project Team agrees, CM@Risk in cooperation with the Design Professional, will perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. City, through the Project Manager, will direct which alternatives will be incorporated into the Project. The Design Professional will have full design responsibility for the review and incorporation of CM@Risk suggested alternatives into the Drawings and Specifications. CM@Risk must analyze the costs and schedule impacts of the alternatives against the Baseline Cost Model and Schedule and provide a recommendation for the Project Team's consideration and City's approval prior to the establishment of the GMP.

17.5 **BASELINE COSTS MODEL, DETAILED COST ESTIMATES, AND SCHEDULE OF VALUES**

17.5.1 At the conclusion of the Master Planning and Programming, if required, CM@Risk will review all available information regarding the design and scope of the Project using CM@Risk's experience in performing similar work, knowledge of similar projects and current and projected construction costs and, based upon that review, must develop a Baseline Cost Model for review by the Project Team and approval by City. Once approved by City, the Baseline Cost Model will be continually referenced as detailed estimates are created as the design progresses throughout Pre-Construction until the final GMP for the entire Project is established. A final GMP for the entire Project must be established and approved by City prior to the start of construction. It is the responsibility of CM@Risk to ensure City has sufficient information to evaluate and approve a final GMP prior to the time necessary to start construction so construction can be completed within the Agreement Time. The Project Detailed Cost Estimate will be the best representation from CM@Risk of what the complete functional Project's construction costs will be as indicated by the most current available documents and will be constantly checked against the Baseline Cost Model. CM@Risk must communicate to the Project Team and assumptions made in preparing the Baseline Cost Model. The Baseline Cost Model must support CM@Risk's Detailed Cost Estimates and may be broken down initially as dictated by the available information, as required by City.

17.5.2 After receipt of the Design Professional's most current documents from certain specified pre- construction milestones, CM@Risk must provide a draft Detailed Cost Estimate including a detailed written report detailing any variances to the Baseline Cost Model and Baseline Project Schedule. The Design Professional and CM@Risk will reconcile any disagreements on the estimate to arrive at an agreed upon Detailed Cost Estimate for the construction costs based on the scope of the Project through that specified pre-construction milestone. Pre-Construction milestones applicable to this paragraph are:

Master Planning and Programming, Schematic Design, 50% Design Development, 100% Design Development, and 50% Construction Drawings, If no consensus is reached, City will make the final determination. If the Project Team requires additional updates of the Detailed Cost Estimate beyond that specified in this paragraph, CM@Risk must provide the requested information in a timely manner.

17.5.3 If at any point the Detailed Cost Estimate submitted to City exceeds the previously accepted Baseline Cost Model or previously approved Detailed Cost Estimate agreed to as set forth in Section 17.5.2 above, CM@Risk must make appropriate recommendations to project Team on means/methods, materials, and or other design elements that it believes will reduce the estimated construction costs, such that it is equal to or less than the established Project Team's Baseline Cost Model.

17.5.4 Unless other levels of completion are agreed to in writing in the Construction Documents, at 50% Construction Drawings and included with the associated report, CM@Risk must also submit to the Project Team for review and approval a Schedule of Values that complies with the following requirements. The Schedule of Values must be based on City standard bid schedule and highlight significant variances from any previously submitted Schedule of Values. The Schedule of Values must be directly related to the breakdowns reflected in the Detailed Project Schedule and CM@Risk's Detailed Cost Estimate. In addition, the Schedule of Values must: (a) detail unit prices and quantity take-offs, (b) detail all other contingencies and unit price Work shown and specified in the detailed design documents.

17.5.5 CM@Risk is to track, estimate/price and address the Project Team's overall project cost issues that arise outside of the Baseline Cost Model and the latest approved Detailed Cost Estimate such as: City generated changes, Project Team proposed changes, alternate system analysis, constructability items and value engineering analysis. The system used to implement this process will be referred to as the Design Evolution Log. This is to be addressed between the Baseline Cost Model and the Master Planning and Programming Detailed Cost Estimate, and then (unless other levels of completion are agreed to in writing in the Construction Documents) between the Detailed Cost Estimates for each of the pre-construction milestones thereafter, Schematic Design, 50% Design Development, 100% Design Development, and 50% Construction Documents, and the bid packages for all Phases.

17.5.6 Upon request by City, CM@Risk must submit to City a cash flow projection for the Project based on the current updated/revised Detailed Project Schedule and the anticipated level of payments for CM@Risk during the design and construction phases. In addition, if requested by City and based on information provided by City, CM@Risk must prepare a cash flow projection for the entire Project based on historical records for similar types of projects to assist City in the financing process.

17.5.7 Construction Water. CM@Risk must estimate the quantity of water to be used and include the cost thereof in each Detailed Cost Estimate and GMP Proposal provided by City.

17.6 **SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS**

17.6.1 There are two ways to select Subcontractors and major Suppliers prior to submission of a GMP Proposal: (1) qualifications-based selection; or (2) a combination of qualifications and price. Except as noted below, the selection of Subcontractors/Suppliers is the sole responsibility of CM@Risk. In any case, CM@Risk is solely responsible for the performance of the selected Subcontractors/Suppliers, and for compliance with the requirements of

Title 34 of the Arizona Revised Statutes in the selection of a Subcontractors/Suppliers, to the extent applicable. CM@Risk must comply with its Subcontractor Selection Plan submitted with its Statement of Qualifications.

17.6.2 City may approve the selection of a Subcontractor(s) or Suppliers(s) based only on their qualifications when CM@Risk can demonstrate it is in the best interest of the Project. All Work that is performed, after such a qualifications-based selection, for a price that is negotiated by CM@Risk will be billed in accordance with the GMP for actual costs and may be subject to audit by City.

17.6.2.1 Qualifications based selection of a Subcontractor(s)/Supplier(s) should only occur prior to the submittal of the GMP Proposal.

17.6.2.2 If a Subcontractor/Supplier selection plan was submitted and agreed to by City, CM@Risk must apply the plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide City with its review and recommendations.

17.6.2.3 CM@Risk must receive written City approval for each selected Subcontractor(s) and Supplier(s).

17.6.2.4 CM@Risk must negotiate costs for services/supplies from each Subcontractor/Supplier selected under this method.

17.6.3 All Work must be competitively bid unless a Subcontractor or Supplier was selected pursuant to Section 17.6.2 above.

17.6.3.1 CM@Risk must develop Subcontractor and Supplier interest, submit the names of a minimum of three qualified Subcontractors or Suppliers for each trade in the Project for approval by City and solicit bids for the various Work categories. If there are not three qualified Subcontractors/Suppliers available for a specific trade or there are extenuating circumstances warranting such, CM@Risk may request approval by City to submit less than three names. Without prior written notice to City, no change in the recommended Subcontractors/Supplies will be allowed.

17.6.3.2 If City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, CM@Risk must nominate a substitute Subcontractor/Supplier that is acceptable to City.

17.6.3.3 CM@Risk must distribute Drawings and Specifications, and when appropriate, conduct a Pre- Bid Conference with prospective Subcontractors and Suppliers.

17.6.3.4 If CM@Risk desires to self-perform certain portions of the Work, it must request to be one of the approved Subcontractor bidders for those specific bid packages. CM@Risk's bid will be evaluated in accordance with the process identified below. If events warrant and City concurs that it is necessary in order to ensure compliance with the Project Schedule and/or the most recent Detailed Cost Estimate, CM@Risk may be authorized to self-perform Work without bidding or rebidding the Work. When CM@Risk self-performs work without bidding, only the actual costs associated with performing the Work in accordance with the approved GMP will be billed and may be subject to audit by City.

17.6.3.5 CM@Risk must receive, open, record and evaluate the bids; provided, however, that if CM@Risk or one of its affiliates is bidding to self-perform the Work that is the subject of the bid, then the bids must be received, opened, recorded and evaluated by Project Manager

instead of CM@Risk. Bids for each category of Work must be opened and recorded at a pre-determined time. The apparent low bidders must be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals CM@Risk, in addition to bid price, may consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. The final evaluation of Subcontractor/Supplier bids must be done with Project Manager in attendance to observe and witness the process. CM@Risk must resolve any Subcontractor/Supplier bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of Work.

17.6.4 CM@Risk will be required to prepare two different reports on the subcontracting process.

17.6.4.1 Within fifteen days after each major Subcontractor/Supplier bid opening process; CM@Risk must prepare a report for City's review and approval identifying the recommended Subcontractors/Supplier for each category of Work. The report must detail: (a) the name of the recommended Subcontractor/Supplier and the amount of the Subcontractor/Supplier bid for each sub-agreement; (b) the sum of all recommended Subcontractor/Supplier bids received; (c) and trade work and its cost that CM@Risk intends to self-perform, if any.

17.6.4.2 Upon completion of the Subcontractor/Supplier bidding process, CM@Risk must submit a summary report to City of the entire Subcontractor/Supplier selection process. The report must indicate, by bid process, all Subcontractors/Suppliers contacted to determine interest, the Subcontractors/Suppliers solicited, the bids received and costs negotiated, and the recommended Subcontractors/Suppliers for each category of Work.

17.6.5 The approved Subcontractors/Suppliers will provide a Schedule of Values with their bid proposals, which will be used to create the overall Project Schedule of Values.

17.6.6 If after receipt of sub-bids or after award to Subcontractors and Suppliers, City objects to any nominated Subcontractor/Supplier or to any self-performed Work without any reasonable basis, CM@Risk must nominate a substitute Subcontractor or Supplier, preferably if such option is still available, from those who submitted Subcontractor bids for the Work affected. Once such substitute Subcontractors and Suppliers are consented to by City, CM@Risk's proposed GMP for the Work or portion thereof must be correspondingly adjusted to reflect any higher or lower costs form any such substitution.

17.7 **GMP PROPOSAL**

17.7.1 When a GMP Proposal is submitted for a phase of the Work, the GMP will have a Detailed Cost Estimate of the Costs of the Work (as set forth in Section 15.2) in each phase of the Work that is being proposed plus the current estimate for all other Work. City will not approve the GMP for the phase of work without a total estimate for the complete Project. City may request a GMP Proposal for all or any portion of the Project and at any time during pre-construction. Any GMP Proposals submitted by CM@Risk must be based on and consistent with Baseline Cost Model and the current update/revised Detailed Cost Estimate at the time of the request and include any clarifications or assumptions upon which the GMP Proposal(s) are based.

17.7.2 A GMP Proposal for the entire Project will be the sum of the Cost of the Work, CM@Risk Fee, and General Conditions Cost. CM@Risk guarantees to complete the Project at or less than

the final GMP Proposal amount plus approved Change Orders. CM@Risk will be responsible for any costs for expenses that would cause the Cost of the Work actually incurred, including the Construction Fee and General Conditions Costs, to exceed the GMP.

17.7.3 CM@Risk must prepare its GMP Proposal in accordance with City's request for GMP Proposal requirements based on the most current completed Drawings and Specifications at that time, which unless otherwise directed by City in writing, will be at 100% Construction Drawings. CM@Risk must mark the face of each document of each set upon which its GMP Proposal is based. These documents must be identified as the GMP Plans and Specifications. CM@Risk must send one set of those documents to the Project Manager, keep one set and return the third set to the Design Professional.

17.7.4 An updated/revised Detailed Project Schedule, Equipment Plan, and Schedule of Values must be included in any GMP Proposal(s), all of which must reflect the GMP Plans and Specifications the Detailed Project Schedule must be shown in relationship to the Project Schedule and identify any variance to the Baseline Project Schedule. Any such Detailed Project Schedule updates/revisions must continue to comply with the requirements of Section 17.3.1 through 17.3.5.

17.7.5 GMP Proposals(s) Review and Approval

17.7.5.1 CM@Risk must meet with the Project Team to review the GMP Proposal(s) and the written statement of its basis. In the event the Project Team discovers inconsistencies or inaccuracies in the information presented, CM@Risk must make adjustments as necessary to the GMP Proposal.

17.7.5.2 If during the review and negotiation of GMP Proposals design changes are required, City may authorize and cause the Design Professional to revise the GMP Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised GMP Plans and Specification will be furnished to CM@Risk. CM@Risk must promptly notify the Project Team in writing if any such revised GMP Plans and Specifications are inconsistent with the agreed upon assumptions and clarifications.

17.7.6 All portions of or items comprising the GMP Proposal are subject to audit by City, as deemed appropriate by City, including, without limitation, any based upon unit prices or Work to be self- performed by CM@Risk, or its affiliates.

17.8 PAYMENT PROCEDURE FOR PRE-CONSTRUCTION SERVICES

17.8.1 Requests for monthly payments by CM@Risk for Pre-Construction Services must be submitted monthly and must be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment must include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants' requests for payment, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum will be made in accordance with the percentage of work completed during the preceding month.

17.8.2 In no event will City pay more than seventy-five (75%) of the Agreement Price until acceptance of ALL Pre-Construction Services and award of the final approved Construction Services Agreement for the entire Project by City Council. If CM@Risk does not prepare a

GMP Proposal that is acceptable to City, or the GMP Proposal exceeds the City's Construction Budget, then CM@Risk understands and acknowledges that it will forfeit any right to receive the 25% of the Agreement Price being retained by City.

17.8.3 CM@Risk agrees that no charges or claims for costs or damages of any type will be made by it for any delays or hindrances beyond the reasonable control of City during the progress of any portion of Pre-Construction Services specified in this Agreement. Such delays or hindrances, if any, will be solely compensated for by an extension of time for such reasonable period and may be mutually agreed between the parties. It is understood and agreed, however, that permitting CM@Risk to proceed to complete any such Services, in whole or in part after the date to which the time of completion may have been extended, will in no way act as a waiver on the part of City of any of their respective legal rights herein.

17.8.4 No compensation to CM@Risk will be allowed contrary to Article I, Chapter I, Title 34 of the Arizona Revised Statutes.

17.8.5 If any service(s) executed by CM@Risk is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of CM@Risk, CM@Risk is to be paid for the services performed prior to the abandonment or suspension.

17.9 **SURVIVAL OF THE DESIGN SERVICES AGREEMENT, DUTIES, OBLIGATIONS AND WARRANTIES**

If the GMP Proposal is accepted by City and a Construction Agreement is entered into between City and CM@Risk, the duties, obligations and warranties of CM@Risk under the Pre- Construction Services Agreement survive and are incorporated into the resulting Construction Agreement.

SECTION 15 – APPENDICES

The following Appendices attached hereto are referenced in the General Conditions and are incorporated herein.

Appendix 1 – Policy Statement for Calculating Delays and Damages
Appendix 2 – Cost Reduction Incentive Proposals for Design Bid Build Agreements
Appendix 3 – Contractor's Affidavit Regarding Settlement of Claims
Appendix 4 – Forms of Performance Bond
Appendix 5 – Forms of Payment Bond
Appendix 6 – Dispute Resolution
Appendix 7 – Certificate of Completion
Appendix 8 – Construction Sign Detail
Appendix 9 – Cost of the Work (Applicable solely to Construction Manager at Risk and Job Order Contracting)
Appendix 10 Landscape Establishment Period

CALCULATING DELAYS AND DAMAGES

The purpose of this policy statement is to establish guidelines and procedures for negotiation between the Contractor and City of Chandler relating to compensation for delays pursuant to Arizona Revised Statutes (A.R.S.) 34-221(F). This policy statement contains notice requirements in addition to those set forth in the Agreement Documents, and will be the Agreement Provision contemplated by that statute.

NOTE: As used herein, the term "Engineer" will refer to the City of Chandler City Engineer or his/her designated representative. Nothing in this Policy Statement will be construed to void any provision in the Agreement which requires timely notice of delays or provides for arbitration or any other procedure for settlement or provides for liquidated damages.

I. TYPES OF DELAYS:

For the purposes of this document, there are essentially four types of delays encountered by City of Chandler Construction Contractors; excusable/compensable, excusable/non-compensable, non- excusable, and concurrent. Only delays that extend Agreement Completion Time set forth in the Agreement Document will be considered for issues relating to Agreement extensions or additional compensation. All other delays are considered to be activity delays and do not entitle the Contractor to either time extensions or additional compensation. Agreement Completion Time will be defined as the date set forth in Maricopa Association of Governments (MAG) Uniform Standard Specification Section 101 and as may be modified by the Agreement Documents.

A. Excusable/Compensable:

These are delays caused solely by the City's actions or inactions, are unreasonable under the circumstances, and which were not within the contemplation of the parties to the Agreement at or prior to the time of execution of the Agreement. Since the Contractor presumably has no control over the events causing the delay, he may be entitled to both Agreement time extensions and additional compensation for delay damages. Further, he/she may be entitled to additional compensation from the impact of that delay on other work. Examples of excusable/compensable (E/C) delays include: failure to properly locate an underground City-owned utility within 2 feet of the actual location; failure to relocate City-owned utilities far enough in advance of construction in an area where the Contractor is scheduled to work that it delays start or completion of the Contractor's regularly scheduled work; failure to provide City-furnished equipment or materials in a timely manner if required by the Agreement; failure to acquire necessary Right-of-Way or Public Utility Easements prior to the Contractor beginning Work in the area; failure to timely return Shop Drawings or other Agreement Submittals in accordance with the Agreement; unreasonable delay by the City in making decisions which affect critical activities; surveying errors when the City is contractually responsible for providing Project Surveying. This list is not meant to be all inclusive, but is intended merely as examples of the type of City action or inaction which can result in a Contractor's claim for additional time and

compensation.

B. Excusable/Non-compensable:

These are delays over which neither the City nor the Contractor had control. Since both parties to the Agreement have been potentially damaged by the delay, but neither have caused it, only Time Extensions are warranted. Examples of excusable, non-compensable (E/N) delays include: unusually severe weather; fire; acts of God; failure of non-City owned utilities (SRP, CenturyLink, Cable TV, Southern Pacific Railroad, and Southwest Gas, etc.) to properly or timely locate accurately; failure of non-City owned utilities to relocate in advance of construction; the voluntary or involuntary filing for Bankruptcy protection by a Supplier or Subcontractor which causes the Supplier/Subcontractor to fail to meet a contractual deadline provided the Contractor can provide documentation that he/she executed the required Purchase Orders/Subcontract Agreements and received delivery schedules which, if met, would have eliminated the delay; delays as a result of an incomplete shutdown of a City or non-City owned utility main (the City does not guarantee a complete shutdown). This list also is not necessarily all inclusive but merely indicative of type and class of E/N delays.

C. Non-excusable/Non-compensable:

These are delays caused by the actions or inactions of Contractor or an officer, employee, agent, Subcontractor, Supplier or any other party for whom the Contractor is responsible. Since the Contractor has assumed responsibility for the risks associated with the events that caused the delay, he/she are not entitled to either time extensions or monetary delay damages. All non-excusable delays are also non-compensable. Examples of non- excusable, non-compensable (N/N) delays include: failure to perform by the Contractor, its Subcontractors and/or Suppliers (except as noted in section I.B above); failure to provide adequate labor, materials, and/or equipment on the Project; failure to perform contractually-required coordination with utilities, agencies and other Contractors; failure to notify the Engineer, in writing, of delay impacts within two working days, as required by MAG 104.2.3, or the next work day, as required by MAG 109.8.2; failure to timely submit Shop Drawings; failure to pothole or otherwise visually locate utilities sufficiently ahead of the Work to allow the Engineer to direct corrective action when necessary; delays due to retesting of previously failed work, re-inspection, and/or restaking resulting from faulty workmanship, poor quality control, or lack of compliance with Agreement Specifications. Again, this list is not necessarily all inclusive.

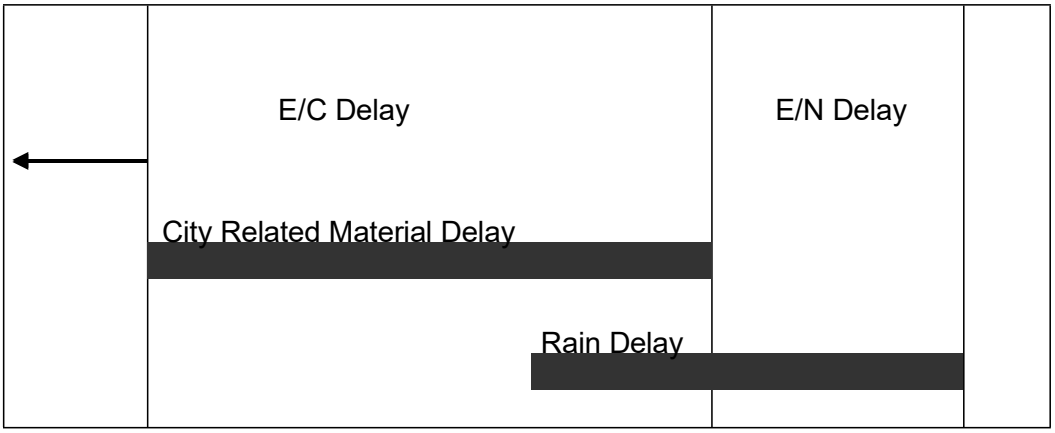
D. Concurrent:

When two or more delays occur simultaneously or overlap, each delay is analyzed separately to determine its impact on the overall project completion date based on when that delay started. Once again, only those delays which actually extend the Agreement completion time are considered as delays. The concurrent delay is considered an additional delay only to the extent it prolongs

the delay to the Agreement Completion Time beyond the date that the one it is concurrent with had already delayed that date. For example, if two delays are concurrent, and one is five days long and the second is seven days long, the second concurrent delay will only extend the Agreement Completion Time by two days. The same method of analysis is used when there are multiple concurrent delays. Only those extending the Project Completion Date are considered to be delays for the purposes of this policy. The portion of each concurrent delay that delays the completion of the work is classified in the same manner as described previously for individual delays and being either E/C, E/N or N/N.

An example of a concurrent delay is where the City delays furnishing material, but the Contractor could not have installed it anyway due to unusually severe weather. The effect of the first delaying activity will extend for the full duration and will be considered controlling on the Contractor's schedule. A subsequent, concurrent delay will thereafter only be considered to effect the project completion (if at all) once the first delaying activity has ceased to impact the project completion. In this case, if the unusually severe weather continued and delayed the work after the material was delivered, the first portion of the delay would be classified E/C (delay for material) and the second as E/N (delay due to unusually severe weather). Using the procedure set forth above, the entire concurrent portion would be considered E/C as shown in the chart which follows.

Example of a Concurrent Delay:



II. ANALYZING THE DELAY:

The Contractor must provide all documents required or requested by the Engineer to analyze the delay(s). It is important to understand that, prior to the delay analysis, delays and their impacts are alleged issues. The information the Contractor provides will be compared with the Inspector's Daily Log, Schedules and other available Project information and together they will support or refute that delays occurred and, if so, how they impact other work and the overall project completion. The Contractor's delay in providing these documents will be considered prima facie evidence that either the delay did not occur or it did not impact the Project Completion Date and any claim for time extension or damages will be denied.

The Engineer will accept delay analyses in CPM format, as these may demonstrate to his/her satisfaction whether or not Project Completion has been impacted by a specific event. If the Contractor chooses not to use CPM scheduling procedures, then the burden will be on the Contractor to prove to the Engineer's satisfaction that the Project Completion has been impacted. The procedures below assume that the Contractor is using CPM scheduling methods. As a minimum the Contractor must provide the following materials to the Engineer:

A. As-Planned Schedule. The initial construction schedule, required by the Agreement Documents, will be considered the baseline schedule. It is to the Contractor's advantage that the As-Planned (baseline) Schedule be as detailed as possible in order for delays, as they occur, to be incorporated into the schedule in representative locations. It is also to the Contractor's advantage to use a computer software program to generate the schedule since updated schedules are required monthly by the Agreement Documents and since updated schedules are required to support delays and requests for additional compensation for delays. The As-Planned (baseline) Schedule must be presented in network format which clearly shows the interrelationships of the activities. The Contractor must also provide a printout of the activities showing early start, early finish, late start, late finish, duration and float. The activity list printout must also indicate predecessor and successor activities.

B. As-Built Schedules. The as planned (baseline) schedule must be updated with complete progress-to-date information (actualized) up to the date of the start of the alleged delay. Each updated schedule will serve as the as-built schedule for analyzing the alleged delay and provide a new baseline as-planned schedule for the next delay. This process must be repeated for each alleged delay as it occurs. In updating the baseline schedule, the alleged delay must be treated as an activity and inserted into the schedule as a predecessor to the impacted activity (ies). When an activity that has already started is impacted, it is preferable to divide this activity into two parts and show the impact affecting the second part. For schedules which incorporate a time line (or data date), the delay activity must be inserted at the time it actually occurred. Some software scheduling programs have a PAUSE-RESUME feature that can be used to facilitate the requirements. The updated schedule must also be accompanied by a listing of activities as with the baseline schedule. This activities list must contain the alleged delay as an activity showing the duration and the activities which are predecessors and successors to it. When computer generated schedules are used, the Contractor must provide, in electronic media format, the complete data files for the updated schedule that included the delay activity, preferably either in Suretrak or in Microsoft Project. Each electronic media must contain a label identifying the Project name, Contractor's name, program name and version number, data date and project finish date.

C. Other Documents: In order to determine the amount of the alleged delay and if it is compensable, the Contractor must provide all backup documentation relevant to the issue and as required by the Engineer. This documentation must include copies of such items as: purchase orders; delivery schedules; correspondence; memoranda of telephone calls; force account daily worksheets (initialed by the Inspector); payroll data; estimating (bid) worksheets; and any other materials which may be

requested by the Engineer.

D. Procedure: Only after receipt of sufficient documentation will the Engineer analyze each alleged delay and determine if it is supported or refuted. If supported, the Engineer will determine if it is excusable or non-excusable, compensable or non-compensable. If the Engineer determines that the delay did not affect the Project Completion, the as-planned schedule, which has been updated to the date of the alleged delay, must be revised to indicate this. If the Engineer determines the delay did occur but was N/N, then no time extension will be granted. It is imperative that an actualized schedule be submitted as soon as the occurrence of the alleged delay is known. In no event will the Contractor submit an actualized updated schedule later than 60 days after the occurrence of the alleged delay becomes known.

If the Engineer determines the delay did occur and was excusable but, due to a reason listed in section I.B. is non-compensable, he/she will determine the length of the E/N delay and prepare a Change Order to add that time to the Agreement. The Engineer's decision will be final.

If the Engineer determines the delay was excusable and compensable, he/she will determine the length of the E/C delay and proceed to review the Contractor's damage calculations in accordance with Section III. The Engineer will check the Contractor's calculations, review the backup documentation provided, and prepare a Change Order to cover both the additional compensation and the time extension. The Engineer's decision on both the time extension and additional compensation for the delay will be final.

If the issue involves a concurrent delay, the Engineer will analyze available data to determine the portions which are E/C, E/N, and/or N/N as described above. The Engineer will proceed to determine the length of E/C delay and verify the Contractor's delay damage calculations, if any are provided. Upon completion of this review, the Engineer will prepare a Change Order for the Contractor's review and signature. The Engineer's decision regarding excusable delay and additional compensation for the delay is final.

The amount of time the Engineer will require to analyze the alleged delay(s) will depend upon the Engineer's workload, the complexity of the delay analysis, availability of supporting data, extent of cooperation by the Contractor, and other factors beyond the Engineer's control. It is entirely possible other delay(s) may occur while the Engineer is analyzing particular claim for delay(s). The Engineer's failure to respond to the Contractor in a set period of time will not be used as the basis for a further delay claim or as justification for extending and existing delay claim. The time required for delay analysis by the Engineer will not be counted against the time allotted for processing Final Payment as required by (MAG Section 109.7(B)) or the release of retention and Final Payment as prescribed by A.R.S. Arizona Revised Statutes §34-221.

III. CALCULATING MONETARY DELAY DAMAGES:

Additional compensation for delay, when authorized by the Engineer, will be calculated in accordance

with MAG Section 109.5 ACTUAL COST WORK with the following exceptions:

A. No additional compensation or other monetary damages will be awarded or paid for any loss of anticipated profits by the Contractor, Subcontractors or Suppliers.

B. No additional compensation or other monetary damages will be awarded for home office overhead or non-project general conditions of the Contractor, Subcontractors or Suppliers.

C. Equipment:

1. Contractor-owned equipment rate calculations must be computed in accordance with Section 109.04(D)(3), Arizona Department of Transportation "Standard Specifications for Road and Bridge Construction," 2008 or latest edition and as modified herein. Year and regional adjustment factors must be based on the most recent publications of the Rental Rate Blue Book for Construction Equipment, published by the Equipment Guide-Book Company, San Jose, CA, same as provided by ADOT and in print as of the date of alleged delay. In no event will the compensation for Contractor-owned equipment exceed the purchase price, including tax, paid by the Contractor for the equipment. Compensation will not be allowed for small tools or equipment that show a daily equipment rental rate of less than $5.00 per day or for unlisted equipment that has a value of less than for hundred dollars ($400.00).
2. For leased and rented equipment or equipment not otherwise listed in the Blue Book, rental contracts, or other supporting data will be used to establish the hourly rate. No hourly operating expense will be allowed for delay on standby equipment. In no case will equipment be considered for rental which exceeds the hourly rate for the first eight hours and the daily rate divided by eight for all additional hours as compared with similar equipment listed in the Blue Book. The hourly standby rate must be computed as the lesser of:

    a. Dividing the monthly invoice or rental value by 176 hours per month when the equipment is utilized by the Contractor for more than three weeks;

    b. Dividing the monthly invoice or rental value by 40 hours per week when the equipment is utilized by the Contractor for more than three days.

    In no event will compensation be paid for delay at more than 8 hours per day or 40 hours per week.

3. Except for vehicles used by supervisory personnel, all equipment will be paid at the "standby" rate during the delay period.

4. Equipment brought solely to mitigate the delay (such as pumps, light plants, etc.) may be paid in accordance with ADOT section 109.04(D) (3).

5. The Blue Book regional adjustment will apply in determining rental rates.

D. Material:

Allowable material charges may include, in addition to material incorporated in the work material used to mitigate the delay such as barricades, plates, shoring, cold mix, etc. Except in emergencies the Contractor will not employ such material without the prior written approval of the Engineer.

E. Labor:

1. Except for Supervisory Personnel (Superintendent, Project Engineer, and Foremen), labor wages will not be paid after the first one-half day of claimed delay or impact. It is expected the Contractor will reassign or layoff unneeded employees.

2. For Foreman wages to be included, that Foreman must have been actively employed on the project prior to the commencement of the delay and be directly responsible for the activity being delayed.

3. Labor burden must be actual amounts incurred but must not exceed the ADOT approved rate.

F. All costs (equipment, material, and labor) must be substantiated by the City of Chandler's Daily Work Reports.

IV. DOCUMENT REQUIRED FOR CLAIM ANALYSIS:

For purposes of reviewing the Contractor's request for additional compensation, it will be required that the Contractor submit the following listed information. Information requested must be prepared on forms which are substantially similar to the City of Chandler's Daily Work Report form, a copy of which is attached as an exhibit.

A. Labor:

For each employee, laborer, and foreman, for which compensation is requested: Name, classification, dates of work performed, daily hours worked, total hours worked, labor rates, labor burden rates, overtime or premium time charges. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Certified payroll reports for the period of work claimed.
2. Accounting of Fringe Benefits – certified by a CPA.
3. Contractor's and Subcontractor's daily field reports and daily diaries.

B. Materials:

For all materials for which compensation is requested, if any, total quantities of materials, prices, extensions and transportation costs must be provided on a daily

basis. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Invoices for all materials incorporated.
2. Weigh tickets.
3. Purchase orders.
4. Delivery schedules.
5. Quotes or proposals from manufacturers or supplier.
6. Freight bills, Bills of Lading, or other documentation to show transportation costs.
7. Restocking charges-invoices from vendor.

C. Equipment:

For all equipment, the Contractor must provide the Engineer with the designation, dates and hours of usage, dates and hours of standby, if any, daily hours, total hours, rental rates and extension for each unit of equipment and machinery. Rental rates will be as established in Section III. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Owned:
   a. Purchase contracts(s).
   b. Depreciation schedule(s).
   c. Invoices for fuel, lube, repairs and other operating costs.

2. Leased:
   a. Lease agreement with hourly rate, overtime rate, double shift rate, etc.
   b. Invoices or other documentation showing hours worked on a daily basis.

D. Subcontractors/Owner-Operators:

In the event the Contractor submits a claim which includes requests for compensation for Subcontractors of Owner-Operators, the same information requested of the Contractor must be provided by the Subcontractor/Owner-Operator. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Bid/Estimate work sheets and/or spreadsheets.
2. Subcontract Agreements or Agreements with Owner-Operator.
3. All invoices and billing statements received from the Subcontractor/Owner-Operator which relates to the amount requested.

E. Miscellaneous:

Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Evidence of payment for bonds and insurance premiums (MAG 109.5.6).

2. Taxes – unless the Contractor can show otherwise, taxes are reimbursable at 65% of the total cost (less bonds and insurance).

V. TIME LIMIT ON SUBMISSIONS OF CLAIM FOR DELAY OR IMPACT DAMAGES:

No claims for delay or impact damages will be considered or allowed more than 45 days after the event or occurrence which the Contractor claims gives rise to the delay or impact. In no event will a claim for delay or impact damages be considered after submission by the Contractor of the Final Payment Request.

COST REDUCTION INCENTIVE PROPOSALS FOR DESIGN BID BUILD AGREEMENTS

The Contractor may submit to the Engineer proposals for modifying the Plans, Specifications, or other requirements of the Agreement for the sole purpose of reducing the total cost of Project construction. The proposals must not impair in any manner the essential functions or characteristics of the project; including but not limited to service life, economy of operations, ease of maintenance, desired appearance, compatibility with existing or planned equipment, standardization of systems, or design and safety standards.

It must not be inferred from this Policy that the Engineer is required to consider any proposal submitted.

Submissions that propose changes in the basic design of a bridge, propose changes in pipe line size, materials, bedding conditions, pipe specifications; or that propose any change in pavement design will not be considered.

Proposals submitted pursuant to this Policy will be identified as Cost Reduction Incentive Proposals. They must be submitted in writing and, at a minimum, contain the following.

1. Complete the attached or similar cost reduction incentive proposal form.

2. A description of both the existing Agreement Requirements for performing the work and the proposed changes.

3. All Engineering Drawings and computations necessary for the thorough and expeditious evaluation.

4. An itemization of the existing Agreement Requirements that must be changed if the Proposal is adopted and a recommendation as to the manner in which the change should be made.

5. A detailed estimate of the cost of performing the Work under the existing Agreement and under the proposed changes, including the cost of developing and implementing the changes.

6. The Agreement items affected by the proposed changes and any variations in quantities resulting from the changes.

7. An objective estimate of any effects the proposal will have on collateral cost to the City, costs of related items, and cost of maintenance and operation.

8. A statement as to the effect that the Proposal will have on the time for the completion of the Project.

9. A statement as to the time by which a Change Order adopting the Proposal must be executed or when the Engineer must have given verbal approval.

Proposals will be processed expeditiously; however, the City will not be liable for any delay in acting upon any Proposal nor for any failure to accept any Proposal pursuant to this Special Provision.

The Engineer will be the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of the Proposal. The Contractor will be notified in writing by the Engineer as to whether his/her Proposal has been accepted. The decision by the Engineer is final.

When the City deems such action to be appropriate, it reserves the right to require the Contractor to share equally in the cost to the City of investigating, evaluating, and processing the proposal as a condition for the consideration of such Proposal. Such cost must be shared whether the Proposal is accepted or rejected. When such a condition is imposed, the City will estimate these costs and the Contractor must indicate his acceptance thereof in writing. Such acceptance will authorize the City to deduct the Contractor's share of the costs from any monies due or that may become due to the Contractor under the Agreement.

If the Contractor's Proposal is accepted in whole or in part, the necessary Agreement Modifications and Agreement Price Adjustments will be affected by the execution of a Change Order which will specifically state that it is executed pursuant to this Special Provision.

The Contractor must continue to perform the work in accordance with the requirements of the Agreement until a Change Order incorporating the Proposal has been executed or until he/she has been given verbal approval by the Engineer that his/her Proposal has been accepted. If the Change Order has not been executed or he/she has not been given verbal approval on or before the date specified on the attached cost reduction incentive proposal form or on or before such other date as the Contractor may have subsequently specified in writing, the Proposal may be deemed to be rejected.

The executed Change Order will incorporate the changes in the Plans, Specifications, or other requirements of the Agreement which are necessary to permit the Proposal, or such part of it which has been accepted, to be put into effect, and will include any condition – upon which the City's approval thereof is based, if such approval is conditional. The executed Change Order may also extend the time for the completion of the Agreement if such an extension has been deemed to be warranted by the Engineer as a result of his evaluation of the Proposal.

The executed Change Order will also establish the estimated net savings in the cost of performing the Work attributable to the Proposal effectuated by the Change Order. In determining the net savings, the right is reserved to the Engineer to disregard the Agreement bid prices if, in his/her judgment, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted. The net savings will be established by determining the Contractor's cost of performing the Work, taking into account his/her cost of developing the Proposal and implementing the change, and reducing this amount by any ascertainable collateral costs to the City. The executed Change Order may provide that the Contractor be paid 50 percent of the estimated net savings amount.

The executed Change Order may also provide for the adjustment in Agreement prices. Agreement prices may be adjusted by subtracting the City's share of the accrued net savings.

The amount specified to be paid to the Contractor in the executed Change Order which effectuates a Cost Reduction Proposal will constitute full compensation to the Contractor for the Cost Reduction Proposal and the performance of the work thereof pursuant to the said Change Order.

Upon acceptance of a Cost Reduction Incentive Proposal, any restrictions imposed by the Contractor on its use or on disclosure of the information will become void, and the City thereafter will have the right to use all or any part of the Proposal without obligation or compensation of any kind to the Contractor.

COST REDUCTION INCENTIVE PROPOSAL FORM

TO: CIP City Engineer

FROM:

PROJECT NAME: [TITLE]

CITY PROJECT NUMBER: [####]

DATE:

Summary of Change (Brief description of proposed change including advantages and disadvantages):

ESTIMATED COST SUMMARY (Attached detailed estimate):

A.	Original Cost:	$
B.	Proposed Cost:	$ _____
C.	Construction Savings (A-B):	$ _____
D.	Gross Savings (Included OH %, Bond %)	$ _____
E.	Contractor Implementing	$_____
F.	City Implementing Cost:	$_____
	Reduction in Agreement Price (C+D-E-F) x 50%:	$ _____

Date by which a Change Order must be issued so as to obtain maximum cost reduction:

CITY OF CHANDLER, ARIZONA
PUBLIC WORKS & UTILITIES DEPARTMENT

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona
Date _____

Project Name: [TITLE]
City Project No.: [####]

To the City of Chandler, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the total compensation of $_____, as set out in the final pay application, as full and complete payment under the terms of the Agreement, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Chandler against any and all liens, claims or liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____ 20_____.

_____
CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____ 20 _____.

_____
Notary Public

_____
My Commission Expires

PERFORMANCE BOND

ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Agreement amount)

KNOW ALL MEN BY THESE PRESENTS THAT:_____

(hereinafter "Principal"), and _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____(hereinafter "Obligee") in the amount of _____ (Dollars) ($_____), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated

the _____ day of _____, 20___ for construction of **[TITLE]**, **[####]** which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all the undertakings, covenants, terms, and conditions of the Agreement during the original term of the Agreement and any extension of the Agreement, with or without notice of the Surety, and during the life of any guaranty required under the Agreement, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the Agreement that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this bond may recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20__.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

PAYMENT BOND

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Agreement amount)

KNOW ALL MEN BY THESE PRESENTS THAT:_____

(hereinafter "Principal"), as Principal, and _____(hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____ (hereinafter "Obligee") in the amount of _____ (Dollars) ($_____), for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated the _____ day of _____, 20___ for construction of **[TITLE]**, **[####]** which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said Agreement, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this bond may recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20__.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

DISPUTE RESOLUTION

A. INFORMAL DISPUTE RESOLUTION

The parties to the Agreement agree that time is of the essence in relation to performance of the Agreement and completion of the Project, therefore any and all disputes in relation to the Agreement will initially be referred to the Project Manager, the Design Professional Representative and/or the Contractor Representative as applicable to the dispute, for immediate resolution. If, after good faith efforts to reach a resolution, none is reached, any party to the dispute may submit the dispute to the Dispute Resolution Representative ("DRR") process set forth below, which is intended to be an expedited process.

B. DISPUTE RESOLUTION REPRESENTATIVE ("DRR") PROCESS

1. The Parties under the Agreement agree that all claims and disputes in relation to the Project which are not resolved in the ordinary course of the Project ("Claim" or "Claims") will, as a prerequisite to any mediation, or litigation of the Claim, first be submitted for resolution between the designated Dispute Resolution Representatives of the Parties as set forth herein (the "DRR Process").

2. The DRR Process will be initiated through service of a DRR Notice as set forth below:

   a. For claims by the Contractor or the Design Professional, the DRR Process will be initiated by the party asserting the claim serving written notice on the City setting forth in detail: (i) the basis for the claim; (ii) the effect of the Claim upon the construction of, and/or Project Schedule for, the Project;
   (iii) the specific relief requested, the amount thereof, and how such was calculated; (iv) the parties involved in the Claim, and how they are involved; (v) the specific Agreement provisions in the Agreement Documents (including, if applicable, drawings and specifications) which apply; and (vi) efforts made to date to resolve the Claim.

   b. For claims by the City, the DRR process will be initiated by the City providing written notice to the other parties of the basis and amount of its claim, the parties involved in the Claim, and how they are involved, the provisions in the Agreement Documents that apply, and the relief requested.

   c. The DRR Notice will be hand-delivered and e-mailed to the other parties' designated Dispute Resolution Representatives.

3. The other parties will respond in writing to the DRR Notice ("DRR Response") within ten (10) calendar days of receipt of the DRR Notice, setting forth those items set forth in the DRR Notice that they agree with, dispute, and/or have questions concerning. The DRR Response will be hand-delivered and e-mailed to the other parties' Dispute Resolution Representatives.

4. The designated Dispute Resolution Representatives for the Parties to the claim will then meet as soon as possible and in any event within twenty (20) calendar days of submission of the DRR Notice (regardless of whether a DRR Response has been submitted by all parties involved in the dispute), at a mutually agreed upon time and place, to attempt to resolve the Claim based upon the DRR Notice and DRR Response.

5. At any time after the first meeting required above, either party may terminate the DRR Process by written notice to the other party.

6. The parties may agree, in writing, to extend or modify the time limits or other provisions of the DRR process in relation to a specific pending Claim.

7. Unless otherwise designated in a written notice to the other parties, the City and the representatives of the Contractor and of the Design Professional will act as the parties' designated Dispute Resolution Representatives.

8. If a resolution of the Claim is reached, that resolution must be set forth in writing and must be signed by the Parties' designated Dispute Resolution Representative. If the resolution involves a change in any Agreement Documents, the Agreement Price, the Project Schedule, or any other change requiring a written Change Order or Amendment, the parties must execute an appropriate written Change Order or Amendment pursuant to the terms of the Agreement Documents.

C. MEDIATION

1. Unless extended by written agreement of the parties involved in the dispute, any Claim not resolved through the DRR process set forth above within five (5) calendar days after the meeting required under B (4) above, or after the DRR is terminated pursuant to B (5) above, whichever is earlier, will be submitted to mediation as a condition precedent to litigation by either party.

2. The mediation will be commenced by written demand upon the other party for mediation. If the parties cannot agree upon a mediator within ten (10) calendar days of the written demand, either party may make a request to the Civil Presiding Judge of the Maricopa County Superior Court to appoint a mediator. The mediation will occur within forth (40) calendar days of the written demand for mediation, unless the parties agree, in writing, to a longer period of time.

3. The qualifications for the mediator will be that he/she be: (a) an experienced mediator, arbitrator or litigator of construction disputes; and (b) having engaged a significant portion of his/her time involving and/or resolving construction disputes for at least the past five (5) years.

4. Each party will provide to the other party and the mediator all of the information and documentation required under B(1) and (2) above, together with any additional information and documentation which the party believes relevant. In addition, the parties will exchange, and provide to the mediator

such additional memoranda, information and/or documentation, as the mediator may request, and in the form and at such times, as the mediator may direct.

5. The parties will share the mediator's fee and any filing fees equally. The mediation will be held in Chandler, Arizona, unless another location is mutually agreed upon. Agreements reached in mediation will be specifically enforceable in any court having jurisdiction thereof.

D. LITIGATION

Any claim arising out of or related to the Agreement, except Claims relating to aesthetic effect and except those claims waived as provided for in the Agreement Documents, must be resolved through litigation in the Maricopa County, Arizona Superior Court.

CITY OF CHANDLER, ARIZONA
PUBLIC WORKS & UTILITIES DEPARTMENT

CERTIFICATE OF COMPLETION

PROJECT NAME:	**[TITLE]**		
CITY PROJECT NO.:	**[####]**		
If Federally Funded:			
FEDERAL NO.:		**ADOT NO:**	

(*This section to be completed by Prime*)
I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER FOR THIS PROJECT HAVE BEEN DELIVERED IN ACCORDANCE WITH THE AGREEMENT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE AGREEMENTOR UNDER THE AGREEMENT HAVE BEEN COMPLETED AS OF THE COMPLETION DATE LISTED HERE:

FINAL ACCEPTANCE DATE:	

PRIME CONTRACTOR:

FIRM NAME:			
PRINCIPAL:			
TITLE:			
SIGNATURE:		DATE:	

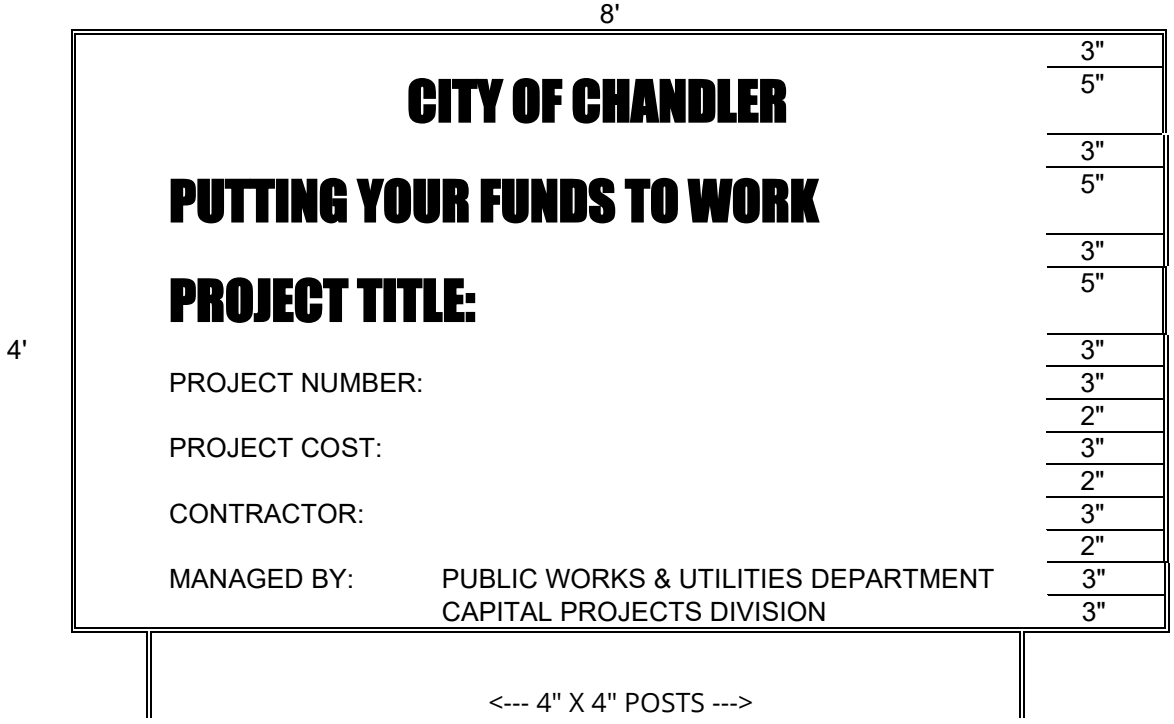
CERTIFIED BY [*INSERT NAME AND TITLE OF PARTY THAT OVERSEES CONSTRUCTION*]:

FIRM NAME:			
SIGNATURE:		DATE:	

PROJECT ACCEPTED BY CITY OF CHANDLER:

NAME:			
SIGNATURE:		DATE:	

CONSTRUCTION SIGN DETAIL



NOTES:

SIGN(S) MUST BE FURNISHED AND ERECTED PRIOR TO COMMENCEMENT OF CONSTRUCTION. POSTS MUST BE ANCHORED A MINIMUM OF TWO FEET INTO THE GROUND. BOTTOM OF SIGN MUST BE A MINIMUM OF FOUR FEET ABOVE THE GROUND.

TYPICAL PROJECT IDENTIFICATION SIGN FOR GENERAL PROJECTS MUST BE NON-REFLECTORIZED GREEN BACKGROUND, AND NON-REFLECTORIZED WHITE LETTERS AND NUMERALS.

ONE SIGN MUST BE ERECTED FOR BUILDINGS AND OTHER LIMITED AREA SINGLE SITES. FOR MULTIPLE SITES, ONE SIGN MUST BE ERECTED AT EACH SITE.

FOR LINEAR PROJECTS ONE HALF MILE OR LONGER, PLACE ONE SIGN AT EACH END OF THE PROJECT.

COST OF THE WORK

(APPLICABLE SOLELY TO CONSTRUCTION MANAGER AT RISK AND JOB ORDER CONTRACTING)

SECTION 1 – COSTS TO BE REIMBURSED

1.1 Cost of the Work

The term Cost of the Work will mean costs necessarily incurred by Contractor in the proper performance of the Work. Such costs must be at rates not higher than the standard paid at the place of the Project except with prior consent of City. The Cost of the Work will include only the items set forth in this Section 1.

1.2 Labor Costs

1.2.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with City's approval, at off-site workshops. Cost to be reimbursed will be the actual wages paid to the individuals performing the work.

1.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with City's approval. No Contractor personnel stationed at the Contractor's home or branch offices will be charged to the Cost of the Work. Non-field office based Contractor management and support personnel are expected to provide service and advice from time to time throughout the job and his/her time devoted to Project matters is considered to be covered by the Contractor's Fee.

1.2.3 Wages and salaries of Contractor's supervisory or administrative personnel who would normally be stationed at the field office in accordance with Section 1.2.2 but who become engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of his/her time required for the Work. Employee bonuses and/or costs associated with Employee Stock Ownership Plans ("ESOP") will not be considered reimbursable labor or labor burden costs and will be considered non-reimbursable costs considered to be covered by the Contractor's Fee.

1.2.4 Costs paid or incurred by Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holiday, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 1.2.1 through 1.2.3.

1.2.4.1 Cost of the Work will include the actual net cost to Contractor for worker's compensation insurance attributable to the wages chargeable to the Cost of Work per this Agreement. The actual net cost of worker's compensation must take into consideration all cost adjustments due to experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, assigned risk pool rebates, any applicable weekly maximums, etc. Contractor may charge an estimated amount for worker's compensation insurance costs, but will make appropriate cost adjustments to actual costs within 45 days of receipt of actual cost adjustments from the insurance carrier.

1.2.4.3 Overtime wages paid to salaried personnel (if approved in advance in writing by City) will be reimbursed at the actual rate of overtime pay paid to the individual. No time charges for overtime hours worked on the Project will be allowed if the individual is not paid for the overtime worked.

1.2.4.4 Any overtime premium or shift differential expense to be incurred by Contractor for hourly workers will require City's advance written approval before the incremental cost of the overtime premium or shift differential will be considered a reimbursable cost. If the Contractor is required to work overtime as a result of an inexcusable delay or other coordination problems caused by the Contractor or anyone he/she is responsible for, the overtime premium and/or shift differential expense portion of the payroll expense and related labor burden costs will be considered as cost not to be reimbursed.

1.2.4.5 Reimbursable labor burden costs will be limited to payroll taxes, worker's compensation insurance, the employer's portion of union benefit costs for union employees working on the Project, and the actual verifiable fringe benefit costs incurred by Contractor for non-union individuals working on the Project subject to the following maximum percentages for the following reimbursable non-union fringe benefit costs. The following maximums (as a percentage of reimbursable actual wages by individual) will apply for each of the following types of fringe benefit costs specifically attributable to each of the non-union personnel working on the Project:

- Medical Insurance, Dental, Life & AD&D Insurance: 12.00%
- Holiday, vacation and other paid time not worked: 10.00%
- Pension Plan Contributions to Vested Employee Account, Simplified Employee Pension Plans, or 401K matching plans (Note: ESOP related costs are covered by the Contractor Fee) 10.00%

For non-union personnel, no other fringe benefit costs (other than the three specific categories listed immediately above, will be considered reimbursable Cost of Work. Any labor burden costs that are in excess of the amounts considered reimbursable or are otherwise not considered reimbursable under the terms of this agreement are intended to be covered by the Contractor Fee.

1.3 Subcontract Costs

1.3.1 Payments made by Contractor to Subcontractors in accordance with the requirements of the subcontracts.

1.3.2 For Scope of Work Bid Packages typically performed by Subcontractors, Contractor may "self- perform" such work on an actual cost basis subject to an agreed upon Guaranteed Maximum Price for the "self-performed work". The Contractor must, unless agreed to by City in writing, bid his/her proposed guaranteed Maximum Price for the work to be "self-performed" against at least three other interested trade Contractors. All savings under any such Subcontract for "self-performed work" must be applied to reduce the Cost of Work under the Agreement and the Guaranteed Maximum Price. For purposes of defining "self-performed work" subject to this provision, any division of Contractor, or any separate Contractor or Subcontractor that is partially owned or wholly owned by the Contractor or any of his/her employees or employee's relatives will be considered a related party entity

and will be subject to this provision regarding "self-performed work". No self-performed work will be allowed to be performed on a Fixed Price basis.

1.3.3 Contractor (with respect to its Suppliers, Subcontractors and all lower tier Subcontractors) must provide City advance written notice and must obtain City's approval for any proposed Subcontract Change Order, Material Purchase Order, or other financial commitment in an amount in excess of $5,000 prior to placing such order or entering into such agreement (regardless of whether or not any such commitment will affect the prime Agreement Guaranteed Maximum Cost). It is agreed that sums applicable to any Subcontract Change Order, Purchase Order or other financial commitment entered into in violation of the above notice and approval requirement will not be included in the amounts owning to Contractor, Subcontractors or Suppliers whether as Costs of the Work or as reasonable termination costs in the event of termination.

1.4 Costs of Material and Equipment Incorporated in the Completed Construction

1.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

1.4.2 Costs of materials described in the preceding Subparagraph 1.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, in any, will become City's property at the completion of the Work or, at City's option, may be sold by the Contractor. Any amounts realized from such sales must be credited to City as a deduction from the Cost of Work.

1.4.3 Proceeds from the sale of recyclable materials, scrap, waste, etc. will be credited to job cost.

1.5 Costs of Other materials and Equipment, Temporary Facilities and Related Items

1.5.1 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers, that are provided by the Contractor at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by Contractor. Cost for items previously used by Contractor will mean fair market value.

1.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by Contractor at the site, whether rented from Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented will be subject to City's prior written approval.

1.5.2.1 The Projected usage for each piece of equipment to be rented for use on the Project and the estimated total rentals must be considered by Contractor before the piece of equipment is rented so that an appropriate rent versus buy decision can be made. Purchased equipment must be considered "job owned". At the completion of the Project, Contractor must transfer title and possession of all remaining job-owned equipment to City, or Contractor may keep any such equipment for an appropriate fair market value credit to job cost, which will be mutually agreed to by City and Contractor.

1.5.2.2 Each piece of equipment to be rented must have hourly, daily, weekly and monthly rates and the most economical rate available will be reimbursed based on the circumstances of actual need and usage of the piece of equipment while it is stationed at the jobsite. When the piece of equipment is no longer needed for the work, no rental charges will be reimbursed if the piece of equipment remains at the jobsite for the convenience of Contractor.

1.5.2.3 Equipment Rental Rates

1.5.2.3.1 Compensation for equipment used on the Project will be paid in accordance with the Equipment Plan submitted by Contractor in the accepted GMP Proposal and no payments will be made in excess of the rates set forth in the Equipment Plan, or actual documented costs, whichever is less.

1.5.2.3.2 All equipment rental rates and costs are subject to City's right to audit when submitted as part of Equipment Plan and/or at any time during the Project.

1.5.2.4 The aggregate rentals chargeable for each piece of Contractor owned tools or equipment must not exceed 50% of the fair market value of such equipment at the time of its commitment to the Work. The original purchase price and date of purchase of the equipment will be documented with a copy of the purchase invoice for the piece of equipment. Such aggregate limitations will apply and no further rentals will be charged even if a piece of equipment is taken off the job and is later replaced by a similar piece of equipment. For purposes of computing the aggregate rentals applicable to aggregate rental limitations, rental charges for similar pieces of equipment will be combined if the pieces of equipment were not used at the same time.

1.5.2.5 Fair market value for used material and equipment as referred to in the Agreement Documents will mean the estimated price a reasonable purchaser would pay to purchase the used material or equipment at the time it was initially needed for the job. Note: This is usually lower than the price a reasonable purchaser would pay for similar new construction material or construction equipment.

1.5.2.6 All losses resulting from lost, damaged or stolen tools and equipment will be the sole responsibility of Contractor, and not City, and the cost of such losses will not be reimbursable under the Agreement.

1.5.2.7 Contractor will be required to maintain a detailed equipment inventory of all job-owned equipment (either purchased and charged to job cost or job-owned through aggregate rentals) and such inventory must be submitted to City each month. For each piece of equipment, such inventory should contain at a minimum (1) original purchase price or acquisition cost (2) acquisition date (3) approved Fair Market Value at the time the piece of equipment was first used on the job and (4) final disposition.

1.5.2.8 All costs incurred for minor maintenance and repairs will be reimbursed at actual cost. Such costs include routine and preventative maintenance, minor repairs and other incidental costs. Repairs and/or replacement of a capital nature are considered to be covered by the rental rates. Major repairs and overhauls are not considered routine and ordinary; consequently such costs are not reimbursable and are intended to be covered by the rental

rates.

1.5.3 Costs of removal of debris from the Site.

1.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

1.5.5 That portion of the reasonable expenses of Contractor's personnel incurred while traveling in discharge of duties connected with the Work.

1.5.5.1 No travel expenses will be reimbursed to Contractor's representatives unless Project related travel required them to travel to a destination more than 100 miles from the Project location. Any travel involving airfare will require advance written approval by an authorized City's representative.

1.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the City.

1.5.7 Reproduction costs will be the actual costs of reproduction subject to a maximum of five cents ($.05) per square foot for prints and a maximum of five cents ($.05) per 8 ½ by 11-inch page for offset print or photo copied agreement documents, specifications, etc. Telephone costs will be the actual costs paid to the third party telephone company for the field office telephone.

1.6 Miscellaneous Costs

1.6.1 That portion of insurance and bond premiums that can be directly attributed to the Agreement. The City will reimburse Contractor for contractually required bond at time of first pay application for GMP and Cost-Based Agreements upon receipt of proof of payment from the Contractor. If the Contractor completes Work for less than the Agreement Price, Contractor must credit the City a pro- rated amount for the unused portion of the bond payment

1.6.1.1 Contractor's actual cost for insurance will be considered to be included within the Maximum limit for General Conditions Costs. All premiums for any insurance and bonds required for the Project must reflect the net actual costs to Contractor after taking into consideration cost adjustments due to experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, assigned risk pool rebates, refunds, etc.

1.6.1.2 The amount to be reimbursed to Contractor for all contractually required insurance will be actual costs not to exceed a total of 2% of the Agreement Value, unless Contractor establishes to City's satisfaction that the actual cost is higher and City agrees to such actual higher cost in writing. If Contractor's cost of contractually required insurance is greater than the amount agreed to be reimbursed per this Agreement Provision, the difference will be considered to be covered by the Contractor's Fee. The City will reimburse Contractor for contractually required insurance on a monthly basis for GMP and Cost-Based Agreements. If Contractor can demonstrate substantial savings by paying for all insurance in advance, the City may agree to reimburse all insurance costs at time of first pay

application for GMP and Cost-Based Agreements with proof of payment from Contractor.

1.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work.

1.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which Contractor is required by the Agreement Documents to pay.

1.6.4 Fees of laboratories for tests required by the Agreement Documents, except those related to defective or nonconforming Work and which do not fall within the scope of ¶ 1.7.3 below.

1.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Agreement Documents; the cost of defending suites or claims for infringement of patent rights arising from such requirement of the Agreement Documents; and payments made in accordance with legal judgments against Contractor resulting from such suites or claims and payments of settlements made with City's consent. However, such costs of legal defenses, judgments and settlements must not be included in the calculation of the Contractor's Fee or subject to the Guaranteed Maximum Price.

1.6.6 Data processing costs related to the Work. However, any such data processing costs will be limited to the cost of personal computer hardware used at the field office in the normal day to day administration, management and control of the Project. The aggregate charges for any such hardware must not exceed the Fair Market Value of the hardware at the time it was brought to the field office. If the total charges for any particular piece of hardware reach an amount equal to the Fair Market Value, that particular piece of hardware must be turned over to City whenever it is no longer needed for the Project. If Contractor elects to keep the particular piece of hardware, the job costs must be credited with a mutually agreeable amount which will represent the Fair Market Value of the particular piece of hardware at the time it was no longer needed for the job. Software or other costs associated with the use of computer programs will not be considered to be a reimbursable cost and will be considered to be covered by the Contractor's Fee.

1.6.7 Deposits lost for causes other than Contractor's negligence or failure to fulfill a specific responsibility to City as set forth in the Agreement Documents.

1.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between City and Contractor, reasonably incurred by Contractor in the performance of the Work and with City's prior written approval; which approval will not be unreasonably withheld.

1.6.9 Expenses incurred in accordance with Contractor's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, if pre-approved by City in writing. If City authorizes the reimbursement of relocation costs, the reimbursable relocation expenses will be limited to a maximum of $50,000 per person. Any relocation cost incurred by Contractor in excess of the amount reimbursed by City will be considered to be covered by the Contractor's Fee.

1.7 Other Costs and Emergencies

1.7.1 Other costs incurred in the performance of the Work if and to the extent approved in

advance in writing by City.

1.7.2 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

1.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by Contractor, Subcontractors or Suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of Contractor and only to the extent that the cost of repair or correction is not recoverable by Contractor from insurance, sureties, Subcontractors or Suppliers.

1.8 Related Party Transactions

1.8.1 The term "related party" will mean a parent, subsidiary, affiliate or other entity having common ownership or management with Contractor; any entity in which any stockholder in, or management employee of, Contractor owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of Contractor. The term "related party" includes any member of the immediate family of any person identified above.

1.8.2 If any of the costs to be reimbursed arise from a transaction between Contractor and a related party, Contractor must notify City in writing of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If City, after such notification, authorizes in writing the proposed transaction, then the cost incurred will be included as a cost to be reimbursed, and Contractor must procure the Work, equipment, goods or service from the related party, as a Subcontractor. If City fails to authorize the transaction, Contractor must procure the Work, equipment, goods or service from some person or entity other than a related party.

SECTION 2 – COSTS NOT TO BE REIMBURSED

2.1 The Cost of Work must not include:

2.1.1 Salaries and other compensation of Contractor's personnel stationed at Contractor's principal office or offices other than the site office, except as specifically provided in Subparagraphs 1.2.2 and 1.2.3.

2.1.2 Expenses of Contractors' principal office and offices other than the site office.

2.1.3 Overhead and general expenses, except as may be expressly included in Section 1.

2.1.3.1 Costs of Contractor's home office computer services or other outside computer processing services will be considered overhead and general expense. Accordingly, Contractor should not plan to perform any such computer related services or alternatives at the field office when such services or functions can be performed at Contractor's home or branch offices, or other outside service locations.

2.1.4 Contractor's capital expenses, including interest on Contractor's capital employed for the Work.

2.1.5 Rental costs of machinery and equipment, except as specifically provided in subparagraph 1.5.2.

2.1.6 Except as provided in Subparagraph 1.7.3 of the Agreement, costs due to the negligence or failure to fulfill a specific responsibility of Contractor, Subcontractors and Suppliers or anyone directly or indirectly employed by any of them or for whose acts of them may be liable.

2.1.7 Any cost not specifically and expressly described in Section 1.

2.1.8 Costs, other than costs included in Change Orders approved by City that would cause the GMP to be exceeded.

SECTION 3 – DISCOUNTS, REBATES, REFUNDS AND SAVINGS

3.1 Cash discounts obtained on payments made by Contractor will accrue to City if (1) before making the payment, Contractor included them in an Application for Payment and received payment therefore from City, or (2) City has deposited funds with Contractor with which to make payments; otherwise, cash discounts will accrue to Contractor. Trade discounts, rebates, refunds and amounts received from sales or surplus materials and equipment will accrue to City, and Contractor must make provisions so that they can be secured.

3.1.1 Cost of the Work will be credited with all insurance policy discounts, performance and payment bond rebates or refunds, refunds or return premiums from any Subcontractor default insurance, refunds or rebates from any Contractor controlled insurance programs applicable to the Project, merchandise rebates of any nature, refunds of any nature, insurance dividends; and a portion of any volume rebates or free material credits earned with purchase of material or other goods and services charged to the job.

3.1.2 "Cash" discounts which may accrue to Contractor will be limited to a maximum of 1.5% of invoice cost. Any portion of "Cash" discounts greater than 1.5% will automatically accrue to City if Contractor is eligible to take advantage of the discounts.

3.2 Amounts that accrue to City in accordance with the provisions of Paragraph 3.1 will be credited to City as a deduction from the Cost of the Work.

3.3 Any and all savings on the GMP, or any separately guaranteed items comprising the GMP, will belong to City, subject to any express right in the Agreement for Contractor to share in savings. Savings are subject to City's right to audit, and may be audited separately.

SECTION 4 – GENERAL CONDITIONS COSTS

4.1 General Conditions Costs may include, but are not limited to, the following types of costs incurred by Contractor during construction of the Work to the extent they are reimbursable Costs of the Work as delineated above: payroll costs for Work conducted at the site, payroll costs for the superintendent and full-time general foremen, payroll costs for management

personnel resident and working on the site workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), administrative office personnel, costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities and telephone services at the site, costs of liability insurance premiums not included in labor burdens for direct labor costs, costs of bond premiums, costs of consultants not in the direct employ of Contractor or Subcontractors, fees for permits and licenses.

4.2 General Conditions Costs may be paid on a percentage of the Agreement Price or on a lump/stipulate sum basis as set forth in the Agreement. All costs included in the General Conditions Costs will not be separately invoiced to or paid by City.

4.3 The total amount of General Conditions Costs for the Work may be divided by the number of days allowed for performance of the Work, to determine a fixed daily rate for General Conditions Costs that may be used in computing the General Conditions Costs allocated to any period of time, or for any adjustments in the General Conditions Costs agreed to in writing by City.

LANDSCAPE ESTABLISHMENT PERIOD

Section 1 – Description and General

Contractor is in direct control of work performed under the Landscape Establishment Period. If work is subcontracted, a representative of the Contractor will be present at the site of the work for all hours that the subcontractor works. Subcontracting of Landscape Establishment work will be permitted for weed eradication with herbicides, because of special licensing. A licensed temporary service may be used to supply labor to Contractor if Contractor has received approval from City Representatives. Contractor will submit the required subcontract documentation.

Contractor must provide adequate personnel to accomplish the required maintenance of the plant materials at intervals acceptable to City Representatives.

If not healthy at the end of the maintenance period, the maintenance must be continued until the plant material is approved by City.

1.1 Time and Schedule

Unless otherwise expressly agreed to in writing by City, the Landscape Establishment Period will be per General Conditions Section 6.5.4.

1.2 Planted Stock and Seeding Establishment

1.2.1 Tree planting and staking must be per City of Chandler Standard Detail C-801.

1.2.2 All trees will stand erect on their own without stakes when brought to this site. If the tree cannot stand on its own when nursery stakes are removed, the tree will be removed and replaced.

1.3 Pre-Emergent Herbicide and Weed Control

1.3.1 Contractor will provide three applications of an approved pre-emergent herbicide on all unpaved areas of the project, as directed by City Representatives, to control weed growth in all areas of the project. The number of applications may be increased as directed by the City Representative, and at no additional cost to City, if the City Representative deems additional applications are required to control weed growth.

1.3.2 Application sequence will be approved in advance by City. The first application of pre-emergent will be completed prior to the application of Decomposed Granite and will be included with the cost of the Decomposed Granite as specified and part of the Construction Phase portion of work. The second application of pre-emergent will be completed after installation of the Decomposed Granit and no later than half-way through the Landscape Establishment Period. The third and final application of pre-emergent will be applied 15 days prior to completion of the Landscape Establishment portion of the project. The second and third pre-emergent applications will be included with the cost of Landscape Establishment. Watering will be completed in accordance with the manufacturer's recommendations, as included and as related to each application.

1.3.3 The pre-emergent herbicide will be applied in accordance with the Technical Specifications and the recommendations of the pre-emergent herbicide manufacturer, as approved by City Representatives.

1.3.4 The control of weeds will be accomplished by the use of herbicides. Manual removal of weeds will be required, after herbicides have taken affect.

1.3.5 Contractor is responsible for the removal and disposal of all trash and debris that during the Landscape Establishment Period. Contractor will keep the project in a neat and orderly manner during the duration of the Landscape Establishment Period.

1.4 Water

The water used during Landscape Establishment to properly maintain the plant material will be furnished by City, at designated sources from within the project limits, at no charge to Contractor. Contractor will be responsible for all equipment, materials and labor necessary to load, transport and unload water for watering purposes.

1.5 Plant Material Replacements

The plant material replacement will be considered as included in the work for Landscape Establishment, and will be made at no charge to the City.

1.5.1 Shrub and Plant Replacement - During the second half of the Landscaping Establishment period, Contractor will provide, where required, plant replacements as follows:

Original Size	**Replacement Size**
1 gallon	5 gallon
5 gallon	15 gallon
15 gallon	24-inch box
36-inch box	48-inch box

1.5.2 Tree Replacement – During the second half of the Landscape Establishment Period, Contractor will provide plant material replacements for existing plants that die as follows:

Existing Plant Material Sizes	**Replacement Size**
Trees:	
2-inch Caliper	24-inch box
4-inch Caliper	36-inch box
6-inch Caliper and greater	54-inch box
Shrubs:	
All Existing Shrubs	15 gallon

1.6 Measurement and Payment

See Technical Specifications for Measurement Payment provisions.

EXHIBIT C

TECHNICAL SPECIFICATIONS

See the following separate documents:
100% Technical Specifications
July 10, 2023, and July 12, 2023
Volumes 1 and 2

EXHIBIT D

ACCEPTED GMP/PRICE PROPOSAL

SUBMITTAL

CITY OF CHANDLER
PECOS SURFACE WATER TREATMENT PLANT
SCADA UPGRADE
CITY PROJECT NO WA2103.402

SUBMITTAL TASK #17.7
GMP PROPOSAL

SUBMITTED BY: ARCHER WESTERN CONSTRUCTION, LLC
PHOENIX, AZ

DATE SUBMITTED: MAY 9, 2024
REVISION #7

SECTION A

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SECTION B

PROJECT DESCRIPTION

1. PROJECT DESCRIPTION

The Pecos Surface Water Treatment Plant SCADA Upgrade project will involve replacing inefficient traditional motor controllers with advanced models capable of handling increased data processing demands. This upgrade will enhance the control and monitoring capabilities of the SCADA system, resulting in improved process automation and data acquisition accuracy.

Additionally, the project entails optimizing the performance of the MCC starters. The existing starters were assessed by Jacobs Engineering, and where necessary, will be upgraded with modern and efficient smart starters. This will ensure smoother operation, reduced downtime, and improved control over the facility's motors and associated equipment.

Furthermore, the installation of a single mode fiber optic cable network is a crucial aspect of the project. The fiber optic cables will provide high-speed, secure, and reliable communication between the various PLCs and the central SCADA system. This upgrade transforms the current star topology to a ring topology will enhance data transmission capabilities, minimize signal interference, and increase the overall network capacity.

The GMP-2, in addition to the GMP-1 long lead items, for this project will encompass all necessary materials, labor, equipment, and contingencies required for the successful execution of the upgrade. The project team will work diligently to ensure minimal disruptions to the facility's operations during the implementation phase, while adhering to industry best practices and safety standards.

Overall, the project for upgrading the SCADA network, including PLCs, LCP's, MCC starters, and the installation of a single-mode fiber optic cable network, will significantly enhance the facility's control and monitoring capabilities, leading to improved operational efficiency and system reliability.

- Objectives
    - Improve operational efficiency
    - Enhance system reliability
    - Leverage modern automation technology
- Anticipated Milestones
    - Construction NTP (date TBD)
    - Submittals Completion (date TBD)
    - Material Procurement Completion (date TBD)
    - Substantial Completion (date TBD)
    - Final Completion (date TBD)

2. SCOPE OF WORK

The scope of work for the GMP-2 effort is defined by the 100% drawing and specification package. The project involves the following tasks, assumptions, and clarifications:

1. Fiber Infrastructure:
    - Perform trenching and boring activities to install fiber optic cable.
    - Install approximately 7,000 feet of single-mode fiber optic cable.
    - Establish a new RING topology for the single-mode fiber optic cable.
    - Utilize and repurpose around 65-70% of existing spare conduit.

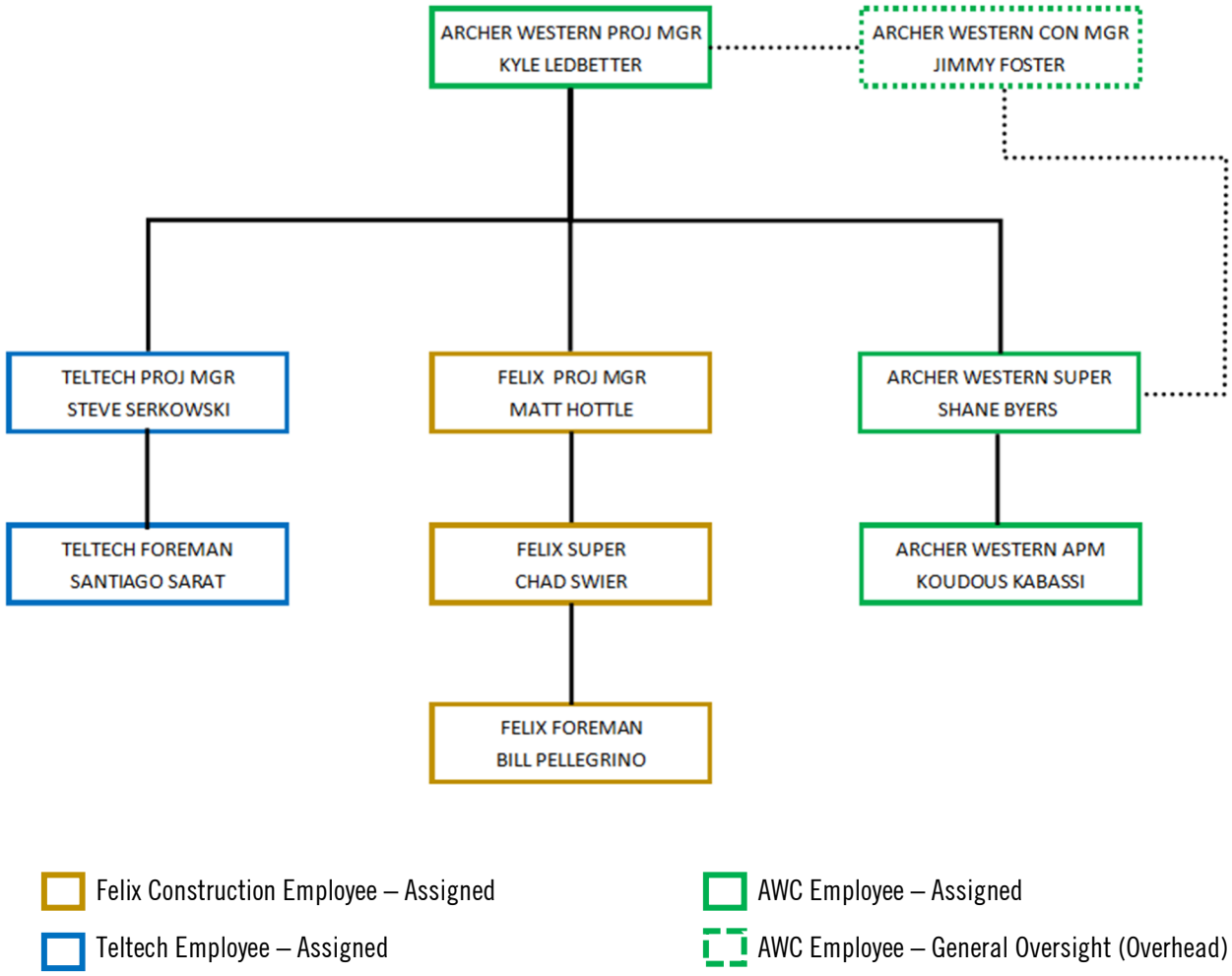
- New conduit run for approximately 30-35% of remaining fiber requirement.

2. Communication Cards:
   - Addition of communication cards to equipment according to project requirements.
3. Conduit Subsystems:
   - Install new CAT6 and power conduits and cable as needed on-site.
4. Decommissioning:
   - Decommission the existing Foxboro DCS system.
   - Salvage Foxboro parts for potential use as spares at AWRF or OWRF.
5. Modifications:
   - Install M580 PLC units based on 100% drawing package.
   - Incorporate TeSysT Smart Overloads for motor control.
   - Install power monitors for monitoring purposes.
   - Set up new network panels as required for the project.
6. I/O Verification:
   - Conduct point-to-point IO checks for all new and modified enclosures

Please note that this scope of work provides a general outline of the tasks and activities involved in the GMP-2 project. Specific details, timelines, and deliverables may be further refined and documented in the project plan and associated project documentation.

3. ORGANIZATIONAL CHART

The following individuals and their reporting system will be used during the construction phase of the project:



4. ROLES & RESPONSIBILITIES

Several supervision staff are included in the project. Descriptions of their roles and responsibilities are provided below.

1.1 Project Manager

1.1.1 Purpose:

Responsible for the overall direction, completion, financial outcome, technical success and quality of a construction project or a portion of a large complex project. The Project Manager also establishes and maintains positive relationships with owners, subcontractors, design partners and trades.

1.1.2 Major Responsibilities:

- Plans, organizes, coordinates and controls project(s) in accordance with established policies, procedures, systems and requirements approved by the Company. Reviews and approves preliminary project and equipment schedules, financial projections, cost-to-complete and project status reports for the duration of the project.
- Directs and supervises work of project administration staff and engineers, as well as works in partnership with project superintendents to establish operational priorities. Establishes the site organizational plan and responsibility matrix. Ensures that construction site rules and procedures are implemented and that best practices and customer focus is achieved in an efficient and effective manner. Provides leadership, guidance, direction and positive attitude to the project team members.
- Maintains exceptional relationships with owners, subcontractors, and design partners. Responsible for day-to-day contact and communications with customers, as well as subcontractor partners. Ensures creation and maintenance of subcontractor partner contracts.
- Responsible for forecasting, tracking/reporting project costs/revenue and adherence to project estimates. Provides leadership for multiple aspects of controls including costs/revenue, planning, scheduling and architecture/engineering.
- Develops strategy for staffing, personnel development, performance management and training. Ensures delivery of project training programs and compliance to all corporate, federal and state regulations. Coordinates with company EEO Compliance Officer to ensure that projects are completed, tracked and reported on in accordance with mandated policies and project EEO goals. Conducts or approves Performance Reviews of subordinate staff.
- Responsible for problem resolution involving labor disputes, staffing, materials, equipment and contracts/subcontracts administration.
- Provides feedback to BGL, PGM and/or ROM on a regular basis. Notifies management of significant project events such as project successes, issues, client relations, potential losses/claims, etc.
- Coordinates with the Regional Safety Manager to ensure that projects are completed in accordance with established safety goals.
- Coordinates with the Regional Quality Manager to ensure that projects are completed in accordance with established quality goals.

1.2 Assistant Project Manager

1.2.1 Purpose:

Responsible for assisting the Project Manager with the overall direction, completion and financial outcome of a construction project.

1.2.2 Major Responsibilities:

- Prepare, review and negotiate project contracts, subcontractor agreements, subcontractor services agreements, purchase orders, quality acceptance agreements, etc.
- Responsible for procurement of materials. From contract execution, through submittal phase, release for fabrication, and tracking of deliveries to ensure schedule of the project is maintained.
- Review owner contracts. Draft and articulate argument/positions on owner contracts. Negotiate owner change orders and claims for extra work. Develop change management and allowance/contingency controls. Review and prepare time and material allowance/contingency usage for execution. Aid in preparation of revenue forecasts.
- Records equipment and material deliveries to ensure accuracy and to ensure that project remains on schedule.

- Coordinate the purchase/renewal of insurance policies on the project. Pursue or aid in pursuing insurance claims on the projects.
- Establish and administer document control procedures.
- Work with Operations team on a daily basis on risk management, and contractual and commercial issues.
- Plans, organizes, coordinates and controls project(s) in accordance with established policies, procedures, systems and requirements approved by the Company.
- Supervises work of project administration, superintendents, and engineers to ensure that work is accomplished in an efficient, effective, profitable and safe manner and meets all quality standards.
- Reviews cost-coding of timesheets and invoices, reviews daily production reports and supervises forecasted final cost/revenue reporting to ensure that profitability goals are met.
- Reviews submittal of change orders and analyzes impact on project schedules. Participates in work planning of self-performed activities.
- Gathers and records subcontractor log and weather conditions and makes recommendations accordingly. May coordinate and schedule subcontractors.
- May coordinate with owners and engineers for project scheduling and issue resolution.
- Assists with the development and review of detailed MOPO plans.
- Manages allowance and contingency tracking and gathering supporting documentation.
- Attend weekly owner progress meetings and support the Project Manager as required.

1.3 Project Superintendent

1.3.1 Purpose:

In conjunction with Project Management, responsible for the direct supervision of field forces, and the efficient scheduling of the physical completion of all project work.

1.3.2 Major Responsibilities:

- The superintendent will be the day to day contact on the project for any site activities taking place under the contract.
- Coordinates subcontracts, drawings, and specifications to ensure conformity. Examines drawings and specifications for various work tasks and ensures current information is passed down to front line supervision and trades personnel. Carries out inspections as needed.
- Responsible for daily planning, creation and maintenance of project schedules, including subcontractor specialty schedules and short interval schedules. Involved in creating work plans for each specific work activity.
- Supervises and organizes workers; ensures workers are available and fully qualified to perform assigned duties. Reports on labor and materials. Schedules crews according to available work packages for the project and all required equipment and materials necessary to complete tasks. Monitors timely delivery of necessary materials to assure continued productivity.
- Responsible for controlling costs, adhering to budgets and managing equipment-related expenses. Ensures staff is aware of production rates for assigned items of work.
- Conducts regular safety meetings; maintains a safe work environment with the goal of keeping accidents and injuries to a minimum and complying with company and regulatory safety procedures. Complies with EPA requirements for hazardous materials.
- Coordinates subcontractors through a regular and disciplined series of meetings, questioning and verifying their plans and efforts, changing or augmenting as needed.

- Assists project management team ensuring compliance with the legal and regulatory requirements of the city, state and federal government applicable to the project. Alerts management to any potential concerns.
- Participates in the development and implementation of appropriate portions of the jobsite quality, safety and production plans; ensures maintenance of all records in accordance with project standards.
- Coordinates with internal staff to build professional and productive relationships with owners, architects, engineers and subcontractors.

SECTION C

GMP PROPOSAL

EXHIBIT D
CM@RISK GMP SUMMARY

EXHIBIT D
CMAR GMP SUMMARY

Project Name: Pecos Surface Water Treatment Plant SCADA Upgrade — Date: 4/16/2024
Project Location: 1475 E Pecos Rd
City of Chandler Project No WA2103.402

A. Cost of Work		
A.1 Cost of Work (self-perform, no mark-ups)		$448,800
A.2. Cost of Work - Subcontracts		
A.2.1. Cost of Work - Felix Electrical Base Scope		$4,524,186
A.2.2. Cost of Work - Felix Electrical Additional Control Panels		$275,605
A.2.3. Cost of Work - TelTech 48-strand fiber		$220,821
A.2.4. Cost of Work - TelTech 12-strand fiber		$21,504
	TOTAL COST OF WORK:	**$5,490,916**
B. General Conditions		**$488,447**
	SUBTOTAL 1 (Cost of Work) (A+B)	***$5,979,363***
C. CMAR's Fee (8.75%)		**$523,194**
	SUBTOTAL 2 (A+B+C):	***$6,502,557***
D. Bonds and Insurance		
D.1. Bonds (Payment and Performance)		$51,690
D.2. Insurance		$117,045
	TOTAL BONDS & INSURANCE:	**$168,735**
	SUBTOTAL 3 (SUBTOTAL 2 + BONDS & INS):	***$6,671,292***
E. Sales Tax		
E.1. Sales Tax (5.07%)		$423,869
E.2. Tax Credits		-$20,596
	TOTAL SALES TAX:	**$403,273**
	TOTAL GMP WITHOUT ALLOWANCES/CONTINGENCIES:	**$7,074,565**
F. Approved Allowances		
F.1. Temp Generator and Fuel (MOPO assistance if required)		$252,300
F.2. Cost Codes 300, Cable, Wire, Conduit, Risk Events (Felix pass through)		$54,239
F.3. Cost Codes 600, Bucket Modifications Risk Events (Felix pass through)		$54,239
F.4. Price Escalation Commodities Risk Events		$30,000
F.5. Potholing, Private Locator, Asphalt, Compact Testing for Fiber		$50,000
F.6. Field Work Additional Support/Commissioning		$25,000
F.7. Construction Yard Conduit / Setup Additional Scope		$15,000
	TOTAL ALLOWANCES:	**$480,777**
G. Contingencies		
G.1. Contractor MOPO Durations		$15,000
G.2. Contractor Schedule Duration		$15,000
G.3. Contractor Cost for Missing/Damaged/Incompatible GMP-1 Goods		$50,000
G.4. Contractor Cybersecurity Insurance Cost		$25,000
G.5. Owner Contingency		$700,000
	TOTAL CONTINGENCIES:	**$805,000**
	TOTAL GMP PROPOSAL:	***$8,360,342***

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. CMAR Fee as set forth in Section 3.7.3. of this Agreement.

1. ALLOWANCE DESCRIPTIONS

F.1. Temp Generator and Fuel

This allowance is recommended to pay for temporary power systems during MOPO outages in the event a system needs to continue operation. The allowance cost will cover labor, material, subcontractor, and equipment costs. Established labor and equipment rates will be used for Archer Western and Felix Construction personnel. Back-up quotes for all material, subcontract, and additional equipment not pre-defined will be provided with the written request to use the allowance.

F.2. Cost Codes 300, Cable, Wire, Conduit, Risk Events

This allowance will be used to pay for cable, wire, conduit, and risk events associated with cost code 300 activities in the Felix proposal. This allowance cost will cover labor, material, subcontractor, and equipment costs. Established labor and equipment rates will be used for Archer Western and Felix Construction personnel. Back-up quotes for all material, subcontract, and additional equipment not pre-defined will be provided with the written request to use the allowance.

F.3. Cost Codes 600, Bucket Modifications Risk Events

This allowance is recommending to pay for bucket modifications and risk events associated with cost code 600 activities in the Felix proposal. This allowance cost will cover labor, material, subcontractor, and equipment costs. Established labor and equipment rates will be used for Archer Western and Felix Construction personnel. Back-up quotes for all material, subcontract, and additional equipment not pre-defined will be provided with the written request to use the allowance.

F.4. Price Escalation Commodities

This allowance is recommended for price escalation to account for material and subcontract escalation between the GMP proposals and actual procurement of materials or subcontracts. Back-up quotes for all material and subcontracts will be provided with the written request to use the allowance.

F.5. Potholing, Private Locator, Asphalt, Compact Testing for Fiber

Due to the expedited nature of the project's preconstruction phase the site investigation activities recommended by Archer Western have been deferred to construction phase. Archer Western is recommending an allowance be established to account for site investigation activities that include potholing, private utility locating, asphalt replacement, and fiber compact testing. Established labor and equipment rates will be used for Archer Western, TelTech, and Felix Construction personnel. Back-up quotes for all material, subcontract, and additional equipment not pre-defined will be provided with the written request to use the allowance.

F.6. Field Work Additional Support/Commissioning

Archer Western's contract work ends when the areas of work have established continuity between power and control cabinets, and Jacobs' is responsible for programming / integration of the project scope. Due to the typical challenges of starting up facilities after making modifications, we are recommending an allowance to assist Jacobs with any labor, material, and equipment needs during their programming / integration step for issues not related to original contracted scope of work. Established labor and equipment rates will be used for Archer Western, TelTech, and Felix Construction personnel. Back-up quotes for all material, subcontract, and additional equipment not pre-defined will be provided with the written request to use the allowance.

F.7. Construction Yard Conduit / Setup Additional Scope

Site investigation of the blocked conduit that is planned to feed wire for the temporary construction yard was inconclusive and additional site investigation is required. Once the problem is identified (using allowance F.5.), the recommended allowance is to provide a solution for powering the temporary construction yard. Established labor and equipment rates will be used for Archer Western and Felix Construction personnel. Back-up quotes for all material, subcontract, and additional equipment not pre-defined will be provided with the written request to use the allowance.

2. CONTINGENCY DESCRIPTIONS

G.1. Contractor MOPO Durations

During each MOPO, it may be necessary to extend the planned duration for unexpected events. The recommended contingency accounts for unplanned events within each MOPO activity and will be used to pay for extended labor, subcontract, and rental equipment that may include adding total duration to the schedule and accounting for overtime and weekend pay premiums for hourly employees per local, state, and federal laws. Established labor and equipment rates will be used for Archer Western and Felix Construction personnel. Back-up quotes for subcontracted labor and additional equipment not pre-defined will be provided with the written request to use the contingency.

G.2. Contractor Schedule Duration

The overall schedule has been developed using the recommended sequence of work which accounts for seasonal work during non-peak water demand time periods. The MOPO specification shows windows of work that are planned for the project. This contingency will account for unexpected delays the project could experience due to the critical nature of the power and control panels operating nearly all components of the facility. This may result from plant demands or unexpected events at PSWTP that result in not being able to accommodate the planned schedule events and timeframes, which lead to an overall schedule delay. While mitigating activities will first be explored if the schedule is delayed, costs related to extended overheads (supervision and general conditions) may be a result. If this occurs, established labor, subcontract, and equipment rates will be used for Archer Western and Felix Construction personnel. Back-up quotes for subcontracted labor and additional equipment not pre-defined will be provided with the written request to use the contingency.

G.3. Contractor Cost for Missing/Damaged/Incompatible GMP-1 Goods

The vast majority of materials to be installed and commissioned for GMP-2 were purchased under a separate contract using GMP-1 by others. This contingency is to account for unexpected costs related to these materials such as: missing parts, incompatible parts, and incorrect sizes or materials, etc. This contingency will cover costs for materials that are required to be replaced, refurbished, repaired and labor, subcontracts, and equipment tied to these activities. Established labor and equipment rates will be used for Archer Western, TelTech, and Felix Construction personnel. Back-up quotes for subcontracted labor and additional equipment not pre-defined will be provided with the written request to use the contingency.

G.4. Contractor Cybersecurity Insurance Cost

The City has requested that Archer Western provide a 3-yr Cybersecurity insurance coverage. The cost for the coverage has been budgeted without a firm quote at 0.3% of the contract ($19,635). Insurance requirements and language has not been provided yet to Archer Western and overall scope of the requirements (subcontractor compliance) has not been verfied at the time of GMP. If the quoted coverage exceeds this value, it will be paid for using this contingency.

G.5. Owner Contingency

The City has requested that Archer Western provide a 10% project contingency to use for owner-directed changes. Accordingly, an owner-contingency of $700,000 has been provided.

3. GENERAL NOTE

The GMP Worksheet includes bonds, insurance, and taxes for the full value of the project. Any allowance and contingency usage will only have fee added beyond the cost of work shown.

DETAILED COST ESTIMATE

BID ITEM	AREA	Description	Takeoff Quantity	Labor Quantity	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Equip Price	Equip Amount	Total Amount	see next page for descriptions of work
19010		**GENERAL EXPENSE**											
	01000	**Site Preparation**	**1.00 LS**	**40 hrs**	**1,759**							**1,759**	Cost of Work
	01001	**Site Preparation - Trailer Waterline**	**325.00 LF**	**116 hrs**	**6,235**		**6,082**		**87**		**543**	**12,948**	Cost of Work
	01002	**Site Restoration and Demob**	**1.00 LS**	**120 hrs**	**8,335**				**2,000**			**10,335**	Cost of Work
	01003	**Construction Equipment**	**1.00 LS**	**hrs**					**1,200**		**13,320**	**14,520**	Cost of Work
	02000	**Subcontractors**	**1.00 LS**	**hrs**					**5,042,116**			**5,042,116**	Cost of Work - Subcontract
	99.19010.0	**General Conditions**											
		Project Manager	22.00 wk	22 wk									
		General Super	85.00 wk	85 wk									COW = $488,447; GC = $272,633
		Assistant Project Manager	43.00 wk	43 wk									
		Temporary Storage Connex	***0.00 mo***	***0 mh***	***0***	***1,100.00 /mo***	***0***	***0.00 /mo***	***0***	***0.00 /mh***	***0***	***0***	
		Single Wide Trailer (AWC and Quantum)	18.00 mo	18 mo		/mo		1,800.00 /mo	**32,400**	/mo		**32,400**	
		Office - Cleaning	18.00 mo	mh		400.00 /mo	**7,200**	-	**-**	-	**-**	**7,200**	
		Water - Hook Up at Trailer	1.00 ls	32 mh	**2,315**	1,500.00 /ls	**1,500**	-	**-**	/mh		**3,815**	
		Water - Drinking	18.00 mo	18 mo		150.00 /mo	**2,700**	-	**-**	/mo		**2,700**	
		Sewer - Hook Up at Trailer	1.00 ls	32 mh	**2,315**	2,000.00 /ls	**2,000**	-	**-**	/mh		**4,315**	
		Telephone/Internet - Install	1.00 ls	1 ls		/ls		2,500.00 /ls	**2,500**	-	**-**	**2,500**	
		Telephone/Internet - Equipment	1.00 ls	1 ls		2,800.00 /ls	**2,800**	/ls		-	**-**	**2,800**	
		Telephone/Internet - Bills	18.00 mo	18 mo		925.00 /mo	**16,650**	/mo		-	**-**	**16,650**	
		Rubbish -Boxes	18.00 mo	-	**-**	-	**-**	600.00 /mo	**10,800**	-	**-**	**10,800**	
		Sanitary Holding Tanks (2x Monthly Service)	18.00 mo	18 mo		/mo		630.00 /mo	**11,340**	-	**-**	**11,340**	
		Temporary Toilets and Handwash Stations (3 EA)	18.00 mo	18 mo		/mo		735.00 /mo	**13,230**	-	**-**	**13,230**	
		Survey Equipment and Supplies	18.00 mo	-	**-**	175.00 /mo	**3,150**	-	**-**	-	**-**	**3,150**	
		Signs	5.00 ea	24 mh	**1,736**	250.00 /ea	**1,250**	/ea		-	**-**	**2,986**	
		Pre-Construction Photos	1.00 LS	1 LS		/LS		150.00 /LS	**150**	-	**-**	**150**	
		Supplies - Office	18.00 mo	18 mo		75.00 /mo	**1,350**	-	**-**	/mo		**1,350**	
		Copy Machine	1.00 ea	1 ea		5,400.00 /ea	**5,400**	-	**-**	/ea		**5,400**	
		Postage	18.00 mo	18 mo		40.00 /mo	**720**	-	**-**	/mo		**720**	
		Furniture - Office	18.00 mo	18 mo		200.00 /mo	**3,600**	-	**-**	/mo		**3,600**	
		Permit - Dust/SWPPP	1.00 ls	1 ls		1,500.00 /ls	**1,500**	/ls		-	**-**	**1,500**	
		Construction Water	***18.00 mo***	***18 mo***		***0.00 /mo***	***0***	***/mo***		***-***	***-***		
		Anchorage/Supports Calculations	1.00 ls	1 ls		10,000.00 /ls	**10,000**	/ls		-	**-**	**10,000**	
		Permit - Water Meter	***1.00 ls***	***1 ls***		***0.00 /ls***	***0***	***/ls***		***-***	***-***		

Values Provided and Reviewed by the City/Jacobs = $761,080

GENERAL CONDITIONS

Estimate Totals

Description	Amount	Totals	Hours	Rate		Cost Basis	Cost per Unit	Percent of Total	
Labor	783,775		6,363.500 hrs					9.37%	
Material	65,902							0.79%	
Subcontract	5,115,823							61.19%	
Equipment	13,863		128.000 hrs					0.17%	
Other									
	5,979,363	**5,979,363**						**71.52%**	**71.52%**
PROJECT FEE	523,194			8.750 %		T		6.26%	
	523,194	**6,502,557**						**6.26%**	**77.78%**
BUILDER'S RISK INSURANCE	25,081			0.300 $ /	100	T		0.30%	
GENERAL LIABILITY INSURANCE	66,883			0.008 $ /	1	T		0.80%	
CYBERSECURITY INSURANCE	25,081			0.300 %		T		0.30%	
CLASS B BOND RATE(BUILDINGS)	51,690					B		0.62%	
	168,735	**6,671,292**						**2.02%**	**79.80%**
ARIZONA GROSS REICIPTS TAX	423,869			5.070 %		T		5.07%	
Tax Exemptions	(20,596)					L		-0.25%	
	403,273	**7,074,565**						**4.82%**	**84.62%**
Allowances (See Proposal for Details)	480,777					L		5.75%	
Contingency (See Proposal for Details)	805,000					L		9.63%	
	1,285,777	**8,360,342**						**15.38%**	**100.00%**
Total		***8,360,342***							

Tax Exempt Materials	**$**	**406,234**
Conduit (Felix)	$	341,537
Cable (Felix)	$	54,964
12-strand FO (TelTech)	$	1,296
48-strand FO (TelTech)	$	8,437

SELF PERFORM ACTIVITY DESCRIPTIONS:

Site Preparation activities include:

- Clearing and grading site as needed to install temporary construction yard components.

Site Preparation / Trailer Water Line includes:

- Temporary 2-inch water line buried < 24-in to trailer.

Site Restoration & Demob:

- Final clean up / demob labor and subcontact costs (trucking).

- Site restoration (grading and respreading decomposed granite).

Construction Equipment:

- Mobilize equipment subcontact cost (trucking).

- Fork lift for mobilization and demobilization, back hoe for digging temporary water line, and gannon for grading for mobilization and demobilization. Includes operating costs.

YARD SET UP

Chandler Pecos SCADA Improvements - Site Access

Chandler Pecos SCADA Improvements - Site Map

LIST OF SUBCONTRACTORS

3. LIST OF SUBCONTRACTORS

Archer Western will utilize the following subcontractors:

- Fiberoptic material supply and installation: TelTech Networks Inc.
- Electrical material supply and installation: Felix Construction Company
- Construction Yard Trailers: Willscot

SECTION D

SCHEDULE OF VALUES

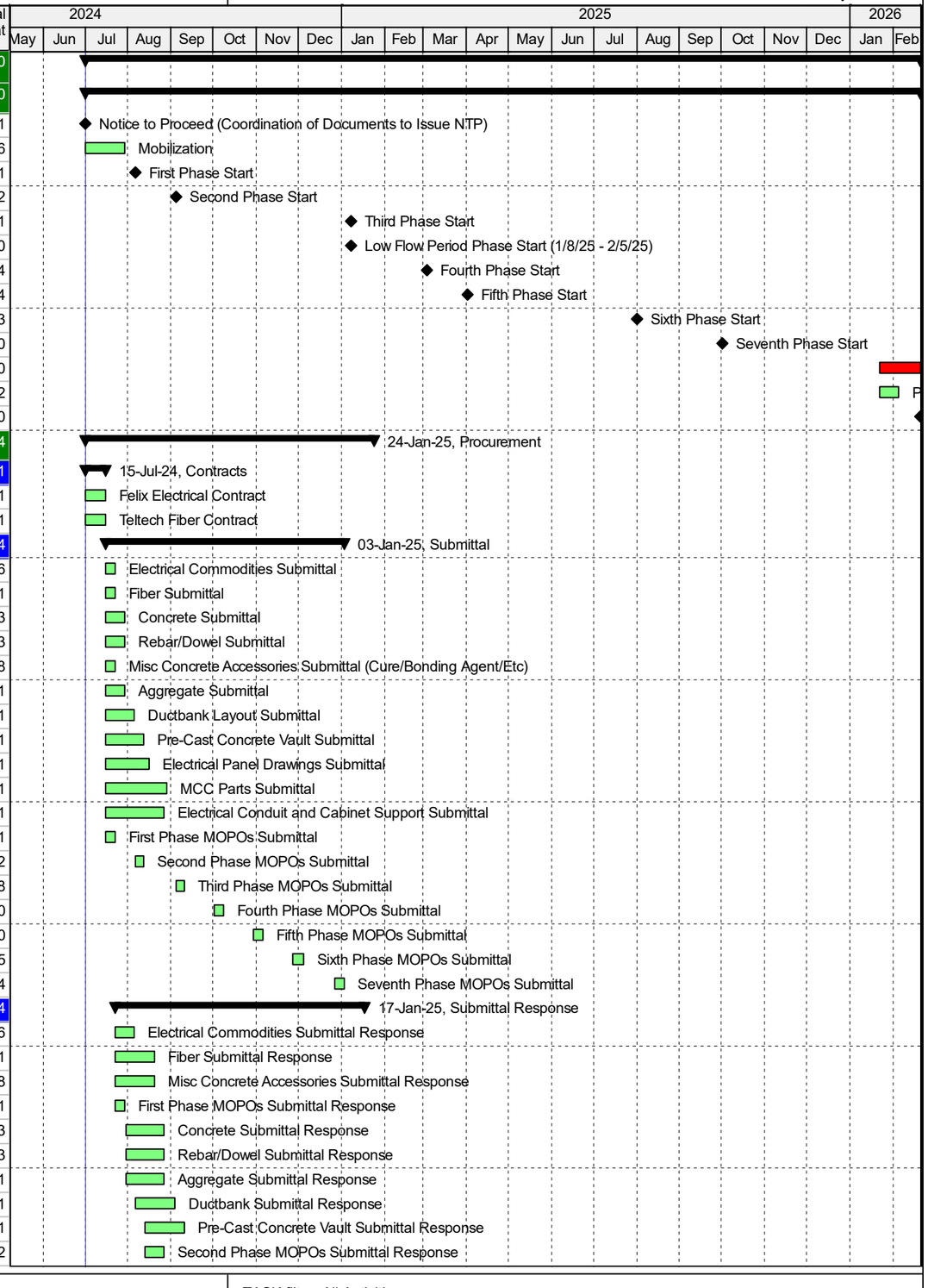
PECOS SURFACE WATER TREATMENT PLANT SCADA UPGRADE GMP-2
CITY PROJECT NUMBER: WA2103.402
SCHEDULE OF VALUES

Item #	Task No.	Description	Total To Date	Total Previous Qty	GMP Qty	Unit	Total Unit Price	Original Contract Amount	Current Cost	Previous Cost	Total to Date	Notes
1.0		**Cost of Work**										
	1.1	AWC Self-Perform	$ -	0.0	19.5	MO	$ 23,015	$ 448,800	$ -	$ -	$ -	Monthly billing
	1.2	AWC Mobilization Activities	$ -	0.0	1.0	LS	$ 29,227	$ 29,227	$ -	$ -	$ -	Lump sum when work is complete
	1.3	AWC Demobilization Activities	$ -	0.0	1.0	LS	$ 10,335	$ 10,335	$ -	$ -	$ -	Lump sum when work is complete
	1.4	Felix Electric Base Scope	$ -	0.0	1.0	LS	$ 4,799,791	$ 4,799,791	$ -	$ -	$ -	Billed per Felix progress payment billing
	1.5	Teltech Base Scope	$ -	0.0	1.0	LS	$ 242,325	$ 242,325	$ -	$ -	$ -	Billed per TelTech progress payment billing
2.0		**Indirect Costs**										
	2.1	General Conditions	$ -	0.0	18.0	MO	$ 24,938	$ 448,885	$ -	$ -	$ -	Monthly billing
	2.2	CMAR Fee	$ -	0.0	1.0	LS	$ 523,194	$ 523,194	$ -	$ -	$ -	Percent complete on project
	2.3	Bonds	$ -	0.0	1.0	LS	$ 51,690	$ 51,690	$ -	$ -	$ -	Lump sum when billed near start of the project
	2.4	General Liability Insurance	$ -	0.0	1.0	LS	$ 66,883	$ 66,883	$ -	$ -	$ -	Percent complete on project
	2.5	Builder's Risk Insurance	$ -	0.0	1.0	LS	$ 25,081	$ 25,081	$ -	$ -	$ -	Lump sum when billed near start of the project
	2.6	Cyber Security Insurance	$ -	0.0	1.0	LS	$ 25,081	$ 25,081	$ -	$ -	$ -	Lump sum when billed near start of the project
	2.7	Tax	$ -	0.0	1.0	LS	$ 403,273	$ 403,273	$ -	$ -	$ -	Percent complete on project
3.0		**Allowances**										
	3.1	Temp Generator and Fuel	$ -	0.0	1.0	LS	$ 252,300	$ 252,300	$ -	$ -	$ -	As allowance is used
	3.2	Cable/Wire/Conduit Existing Conditions	$ -	0.0	1.0	LS	$ 54,239	$ 54,239	$ -	$ -	$ -	As allowance is used
	3.3	Bucket Modifications Existing Conditions	$ -	0.0	1.0	LS	$ 54,239	$ 54,239	$ -	$ -	$ -	As allowance is used
	3.4	Price Escalations	$ -	0.0	1.0	LS	$ 30,000	$ 30,000	$ -	$ -	$ -	As allowance is used
	3.5	Potholing, Private Locate, Asphalt, Compaction Testing	$ -	0.0	1.0	LS	$ 50,000	$ 50,000	$ -	$ -	$ -	As allowance is used
	3.6	Field Work Additional Support/Commissioning	$ -	0.0	1.0	LS	$ 25,000	$ 25,000	$ -	$ -	$ -	As allowance is used
	3.7	Construction Yard Conduit Setup Additional Scope	$ -	0.0	1.0	LS	$ 15,000	$ 15,000	$ -	$ -	$ -	As allowance is used
4.0		**Contingencies**										
	4.1	MOPO Durations Risk	$ -	0.0	1.0	LS	$ 15,000	$ 15,000	$ -	$ -	$ -	As contingency is used
	4.2	Scheudle Duration Risk	$ -	0.0	1.0	LS	$ 15,000	$ 15,000	$ -	$ -	$ -	As contingency is used
	4.3	GMP-1 Materials Procured by others Risk	$ -	0.0	1.0	LS	$ 50,000	$ 50,000	$ -	$ -	$ -	As contingency is used
	4.4	Cybersecurity Insurance Increases	$ -	0.0	1.0	LS	$ 25,000	$ 25,000	$ -	$ -	$ -	As contingency is used
	4.5	Owner Contingency	$ -	0.0	1.0	LS	$ 700,000	$ 700,000	$ -	$ -	$ -	As contingency is used
		Chandler SCADA Total	$ -					**$ 8,360,342**	**$ -**	**$ -**	**$ -**	

SECTION E

PROJECT SCHEDULE

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float
Chandler Baseline Schedule In Calendar Days		600	600	01-Jul-24	20-Feb-26	0
General		419	419	01-Jul-24	20-Feb-26	0
A1190	Notice to Proceed (Coordination of Documents to Issue NTP)	0	0	01-Jul-24		1
A1200	Mobilization	20	20	01-Jul-24	29-Jul-24	36
A1120	First Phase Start	0	0	06-Aug-24*		31
A1130	Second Phase Start	0	0	04-Sep-24*		42
A1140	Third Phase Start	0	0	08-Jan-25*		11
A4600	Low Flow Period Phase Start (1/8/25 - 2/5/25)	0	0	08-Jan-25*		0
A1150	Fourth Phase Start	0	0	03-Mar-25*		44
A1160	Fifth Phase Start	0	0	01-Apr-25*		34
A1170	Sixth Phase Start	0	0	01-Aug-25*		3
A1180	Seventh Phase Start	0	0	01-Oct-25*		0
A1210	Substantial Completion	22	22	22-Jan-26	20-Feb-26	0
A1220	Punchlist	10	10	22-Jan-26	04-Feb-26	12
A1230	Final Completion	0	0		20-Feb-26	0
Procurement		145	145	01-Jul-24	24-Jan-25	174
Contracts		10	10	01-Jul-24	15-Jul-24	1
A1700	Felix Electrical Contract	10	10	01-Jul-24	15-Jul-24	1
A1710	Teltech Fiber Contract	10	10	01-Jul-24	15-Jul-24	1
Submittal		120	120	16-Jul-24	03-Jan-25	174
A1690	Electrical Commodities Submittal	5	5	16-Jul-24	22-Jul-24	16
A1740	Fiber Submittal	5	5	16-Jul-24	22-Jul-24	11
A3350	Concrete Submittal	10	10	16-Jul-24	29-Jul-24	73
A3360	Rebar/Dowel Submittal	10	10	16-Jul-24	29-Jul-24	73
A3370	Misc Concrete Accessories Submittal (Cure/Bonding Agent/Etc)	5	5	16-Jul-24	22-Jul-24	78
A3390	Aggregate Submittal	10	10	16-Jul-24	29-Jul-24	11
A3400	Ductbank Layout Submittal	15	15	16-Jul-24	05-Aug-24	21
A3410	Pre-Cast Concrete Vault Submittal	20	20	16-Jul-24	12-Aug-24	1
A3420	Electrical Panel Drawings Submittal	23	23	16-Jul-24	15-Aug-24	1
A3430	MCC Parts Submittal	32	32	16-Jul-24	28-Aug-24	1
A3440	Electrical Conduit and Cabinet Support Submittal	30	30	16-Jul-24	26-Aug-24	21
A4380	First Phase MOPOs Submittal	5	5	16-Jul-24	22-Jul-24	31
A4390	Second Phase MOPOs Submittal	5	5	06-Aug-24	12-Aug-24	42
A4400	Third Phase MOPOs Submittal	5	5	04-Sep-24	10-Sep-24	78
A4410	Fourth Phase MOPOs Submittal	5	5	02-Oct-24	08-Oct-24	120
A4420	Fifth Phase MOPOs Submittal	5	5	30-Oct-24	05-Nov-24	120
A4430	Sixth Phase MOPOs Submittal	5	5	27-Nov-24	04-Dec-24	155
A4440	Seventh Phase MOPOs Submittal	5	5	27-Dec-24	03-Jan-25	174
Submittal Response		125	125	23-Jul-24	17-Jan-25	174
A1680	Electrical Commodities Submittal Response	10	10	23-Jul-24	05-Aug-24	16
A1750	Fiber Submittal Response	20	20	23-Jul-24	19-Aug-24	11
A3470	Misc Concrete Accessories Submittal Response	20	20	23-Jul-24	19-Aug-24	78
A4450	First Phase MOPOs Submittal Response	5	5	23-Jul-24	29-Jul-24	31
A3450	Concrete Submittal Response	20	20	30-Jul-24	26-Aug-24	73
A3460	Rebar/Dowel Submittal Response	20	20	30-Jul-24	26-Aug-24	73
A3490	Aggregate Submittal Response	20	20	30-Jul-24	26-Aug-24	11
A3500	Ductbank Submittal Response	20	20	06-Aug-24	03-Sep-24	21
A3510	Pre-Cast Concrete Vault Submittal Response	20	20	13-Aug-24	10-Sep-24	1
A4460	Second Phase MOPOs Submittal Response	10	10	13-Aug-24	26-Aug-24	42



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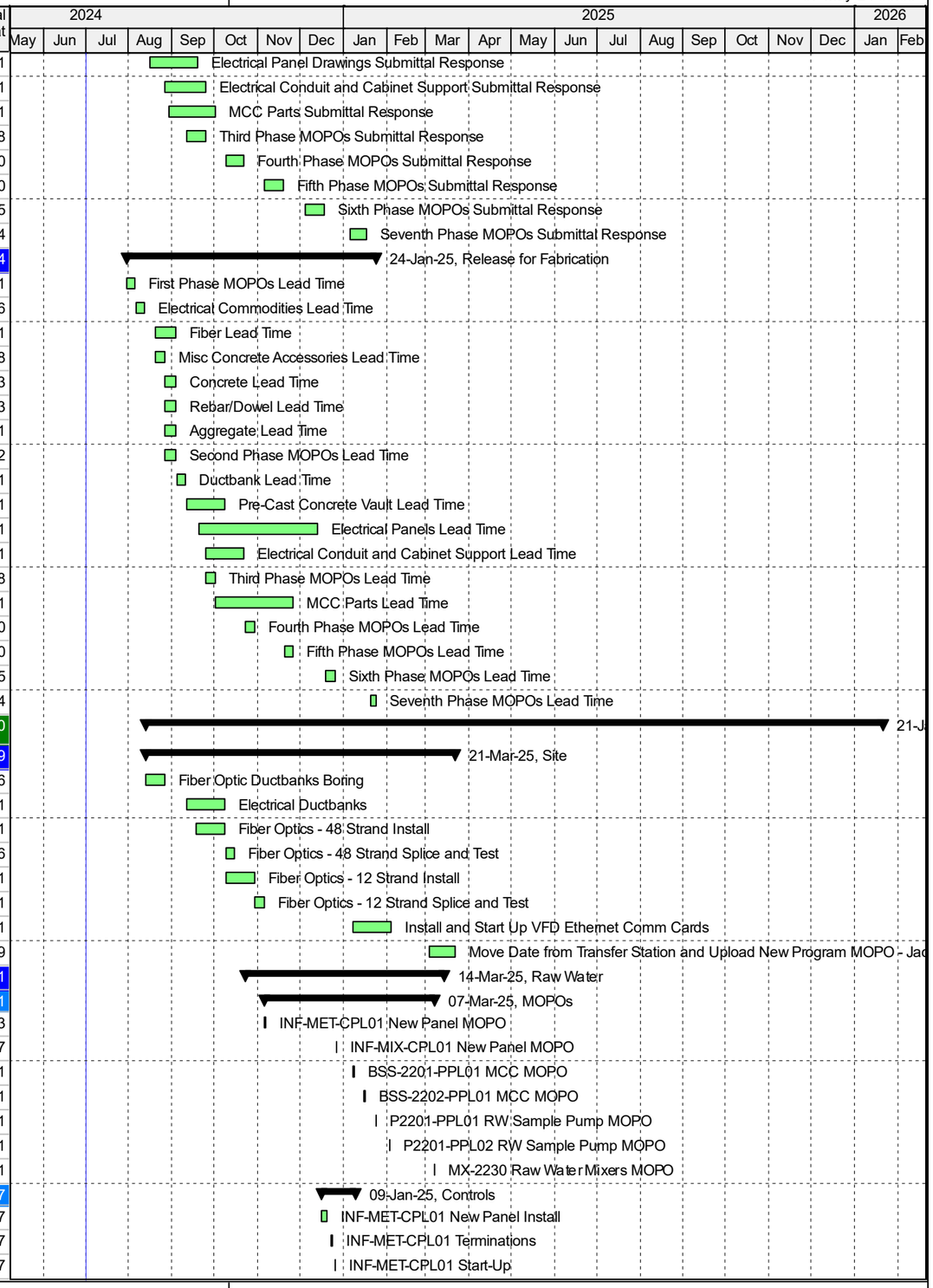
Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float
A3520	Electrical Panel Drawings Submittal Response	24	24	16-Aug-24	19-Sep-24	1
A3540	Electrical Conduit and Cabinet Support Submittal Response	20	20	27-Aug-24	24-Sep-24	21
A3530	MCC Parts Submittal Response	23	23	29-Aug-24	01-Oct-24	1
A4470	Third Phase MOPOs Submittal Response	10	10	11-Sep-24	24-Sep-24	78
A4480	Fourth Phase MOPOs Submittal Response	10	10	09-Oct-24	22-Oct-24	120
A4490	Fifth Phase MOPOs Submittal Response	10	10	06-Nov-24	19-Nov-24	120
A4500	Sixth Phase MOPOs Submittal Response	10	10	05-Dec-24	18-Dec-24	155
A4510	Seventh Phase MOPOs Submittal Response	10	10	06-Jan-25	17-Jan-25	174
Release for Fabrication		125	125	30-Jul-24	24-Jan-25	174
A4520	First Phase MOPOs Lead Time	5	5	30-Jul-24	05-Aug-24	31
A1730	Electrical Commodities Lead Time	5	5	06-Aug-24	12-Aug-24	16
A1760	Fiber Lead Time	10	10	20-Aug-24	03-Sep-24	11
A3570	Misc Concrete Accessories Lead Time	5	5	20-Aug-24	26-Aug-24	78
A3550	Concrete Lead Time	5	5	27-Aug-24	03-Sep-24	73
A3560	Rebar/Dowel Lead Time	5	5	27-Aug-24	03-Sep-24	73
A3590	Aggregate Lead Time	5	5	27-Aug-24	03-Sep-24	11
A4530	Second Phase MOPOs Lead Time	5	5	27-Aug-24	03-Sep-24	42
A3600	Ductbank Lead Time	5	5	04-Sep-24	10-Sep-24	21
A3610	Pre-Cast Concrete Vault Lead Time	20	20	11-Sep-24	08-Oct-24	1
A3620	Electrical Panels Lead Time	60	60	20-Sep-24	13-Dec-24	1
A3640	Electrical Conduit and Cabinet Support Lead Time	20	20	25-Sep-24	22-Oct-24	21
A4540	Third Phase MOPOs Lead Time	5	5	25-Sep-24	01-Oct-24	78
A3630	MCC Parts Lead Time	40	40	02-Oct-24	26-Nov-24	1
A4550	Fourth Phase MOPOs Lead Time	5	5	23-Oct-24	29-Oct-24	120
A4560	Fifth Phase MOPOs Lead Time	5	5	20-Nov-24	26-Nov-24	120
A4570	Sixth Phase MOPOs Lead Time	5	5	19-Dec-24	26-Dec-24	155
A4580	Seventh Phase MOPOs Lead Time	5	5	20-Jan-25	24-Jan-25	174
Construction		527	527	13-Aug-24	21-Jan-26	0
Site		155	155	13-Aug-24	21-Mar-25	49
A1080	Fiber Optic Ductbanks Boring	10	10	13-Aug-24	26-Aug-24	16
A3650	Electrical Ductbanks	20	20	11-Sep-24	08-Oct-24*	21
A3660	Fiber Optics - 48 Strand Install	15	15	18-Sep-24	08-Oct-24*	1
A3670	Fiber Optics - 48 Strand Splice and Test	5	5	09-Oct-24	15-Oct-24	46
A3680	Fiber Optics - 12 Strand Install	15	15	09-Oct-24	29-Oct-24*	1
A3690	Fiber Optics - 12 Strand Splice and Test	5	5	30-Oct-24	05-Nov-24*	1
A4590	Install and Start Up VFD Ethernet Comm Cards	20	20	08-Jan-25	04-Feb-25*	1
A4790	Move Date from Transfer Station and Upload New Program MOPO - Jacobs	15	15	03-Mar-25	21-Mar-25*	49
Raw Water		100	100	23-Oct-24	14-Mar-25	11
MOPOs		85	85	06-Nov-24	07-Mar-25	11
A3700	INF-MET-CPL01 New Panel MOPO	1	1	06-Nov-24	06-Nov-24	83
A3710	INF-MIX-CPL01 New Panel MOPO	1	1	27-Dec-24	27-Dec-24	57
A3720	BSS-2201-PPL01 MCC MOPO	1	1	08-Jan-25	08-Jan-25	11
A3730	BSS-2202-PPL01 MCC MOPO	1	1	16-Jan-25	16-Jan-25	11
A3750	P2201-PPL01 RW Sample Pump MOPO	1	1	24-Jan-25	24-Jan-25	11
A3760	P2201-PPL02 RW Sample Pump MOPO	1	1	03-Feb-25	03-Feb-25	11
A3740	MX-2230 Raw Water Mixers MOPO	1	1	07-Mar-25	07-Mar-25	11
Controls		17	17	16-Dec-24	09-Jan-25	57
A2350	INF-MET-CPL01 New Panel Install	5	5	16-Dec-24	20-Dec-24	57
A2360	INF-MET-CPL01 Terminations	2	2	23-Dec-24	24-Dec-24	57
A2370	INF-MET-CPL01 Start-Up	1	1	26-Dec-24	26-Dec-24	57



Actual Work | Critical Remaining Work | Summary
Remaining Work | Milestone

TASK filter: All Activities

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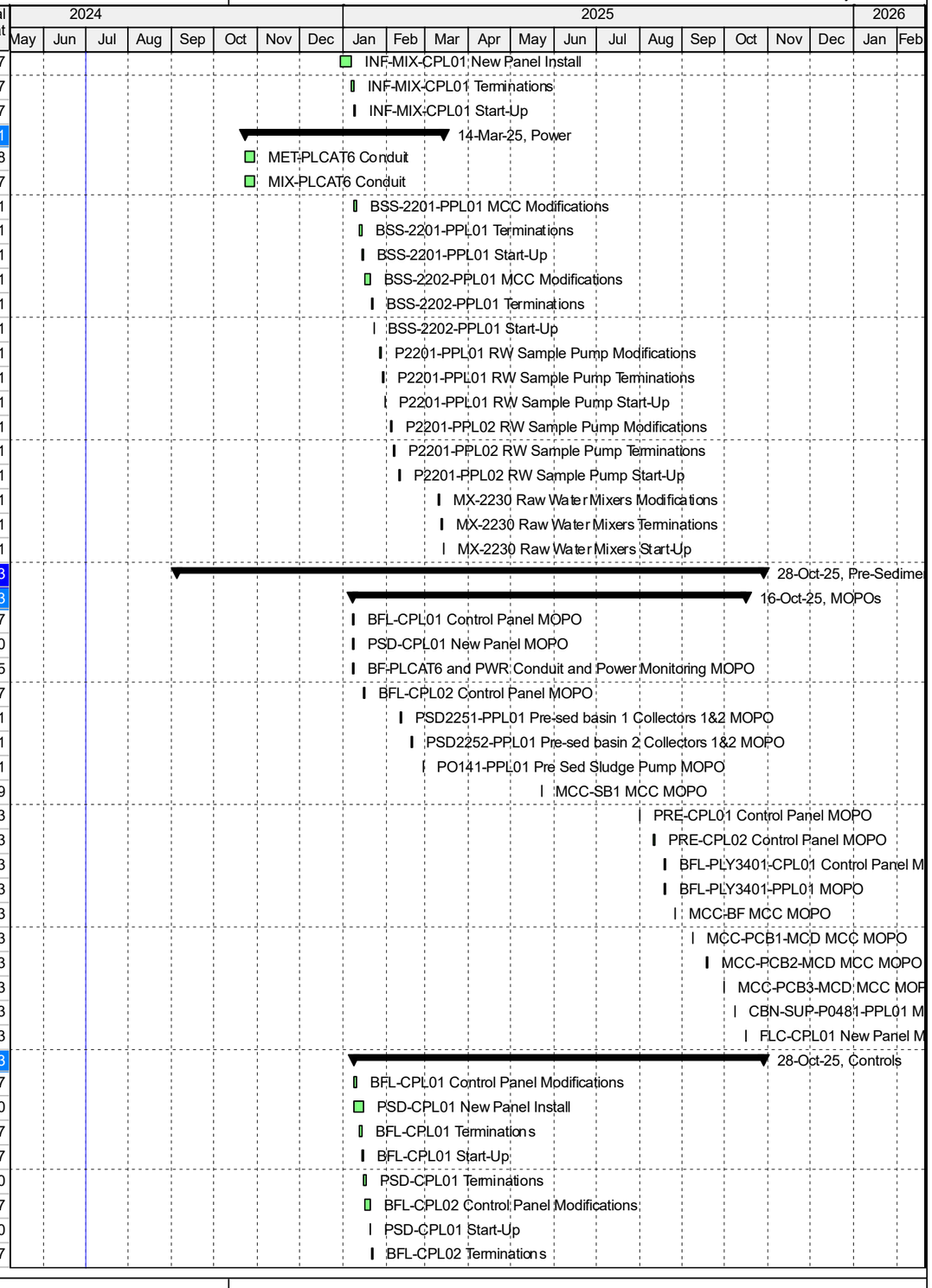
Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float
A2380	INF-MIX-CPL01 New Panel Install	5	5	30-Dec-24	06-Jan-25	57
A2390	INF-MIX-CPL01 Terminations	2	2	07-Jan-25	08-Jan-25	57
A2400	INF-MIX-CPL01 Start-Up	1	1	09-Jan-25	09-Jan-25*	57
Power		100	100	23-Oct-24	14-Mar-25	11
A2410	MET-PLCAT6 Conduit	5	5	23-Oct-24	29-Oct-24	88
A2420	MIX-PLCAT6 Conduit	5	5	23-Oct-24	29-Oct-24	97
A2740	BSS-2201-PPL01 MCC Modifications	2	2	09-Jan-25	10-Jan-25	11
A2750	BSS-2201-PPL01 Terminations	2	2	13-Jan-25	14-Jan-25	11
A2760	BSS-2201-PPL01 Start-Up	1	1	15-Jan-25	15-Jan-25	11
A2770	BSS-2202-PPL01 MCC Modifications	2	2	17-Jan-25	20-Jan-25	11
A2780	BSS-2202-PPL01 Terminations	2	2	21-Jan-25	22-Jan-25	11
A2790	BSS-2202-PPL01 Start-Up	1	1	23-Jan-25	23-Jan-25	11
A3140	P2201-PPL01 RW Sample Pump Modifications	2	2	27-Jan-25	28-Jan-25	11
A3150	P2201-PPL01 RW Sample Pump Terminations	2	2	29-Jan-25	30-Jan-25	11
A3160	P2201-PPL01 RW Sample Pump Start-Up	1	1	31-Jan-25	31-Jan-25	11
A3170	P2201-PPL02 RW Sample Pump Modifications	2	2	04-Feb-25	05-Feb-25	11
A3180	P2201-PPL02 RW Sample Pump Terminations	2	2	06-Feb-25	07-Feb-25	11
A3190	P2201-PPL02 RW Sample Pump Start-Up	1	1	10-Feb-25	10-Feb-25	11
A3080	MX-2230 Raw Water Mixers Modifications	2	2	10-Mar-25	11-Mar-25	11
A3090	MX-2230 Raw Water Mixers Terminations	2	2	12-Mar-25	13-Mar-25	11
A3100	MX-2230 Raw Water Mixers Start-Up	1	1	14-Mar-25	14-Mar-25*	11
Pre-Sedimentation and Flocculation		294	294	04-Sep-24	28-Oct-25	3
MOPOs		199	199	08-Jan-25	16-Oct-25	3
A3770	BFL-CPL01 Control Panel MOPO	1	1	08-Jan-25	08-Jan-25	47
A3830	PSD-CPL01 New Panel MOPO	1	1	08-Jan-25	08-Jan-25	50
A3840	BF-PLCAT6 and PWR Conduit and Power Monitoring MOPO	1	1	08-Jan-25	08-Jan-25	15
A3780	BFL-CPL02 Control Panel MOPO	1	1	16-Jan-25	16-Jan-25	47
A3930	PSD2251-PPL01 Pre-sed basin 1 Collectors 1&2 MOPO	1	1	11-Feb-25	11-Feb-25	11
A3940	PSD2252-PPL01 Pre-sed basin 2 Collectors 1&2 MOPO	1	1	19-Feb-25	19-Feb-25	11
A3920	PO141-PPL01 Pre Sed Sludge Pump MOPO	1	1	27-Feb-25	27-Feb-25	11
A3890	MCC-SB1 MCC MOPO	1	1	23-May-25	23-May-25	39
A3800	PRE-CPL01 Control Panel MOPO	1	1	01-Aug-25	01-Aug-25	3
A3810	PRE-CPL02 Control Panel MOPO	1	1	11-Aug-25	11-Aug-25	3
A3790	BFL-PLY3401-CPL01 Control Panel MOPO	1	1	19-Aug-25	19-Aug-25	3
A3900	BFL-PLY3401-PPL01 MOPO	1	1	19-Aug-25	19-Aug-25	33
A3850	MCC-BF MCC MOPO	1	1	26-Aug-25	26-Aug-25	3
A3860	MCC-PCB1-MCD MCC MOPO	1	1	08-Sep-25	08-Sep-25	3
A3870	MCC-PCB2-MCD MCC MOPO	1	1	18-Sep-25	18-Sep-25	3
A3880	MCC-PCB3-MCD MCC MOPO	1	1	30-Sep-25	30-Sep-25	3
A3910	CBN-SUP-P0481-PPL01 MOPO	1	1	08-Oct-25	08-Oct-25	3
A3820	FLC-CPL01 New Panel MOPO	1	1	16-Oct-25	16-Oct-25	3
Controls		206	206	09-Jan-25	28-Oct-25	3
A1770	BFL-CPL01 Control Panel Modifications	2	2	09-Jan-25	10-Jan-25	47
A2450	PSD-CPL01 New Panel Install	5	5	09-Jan-25	15-Jan-25	50
A1780	BFL-CPL01 Terminations	2	2	13-Jan-25	14-Jan-25	47
A1790	BFL-CPL01 Start-Up	1	1	15-Jan-25	15-Jan-25	47
A2460	PSD-CPL01 Terminations	2	2	16-Jan-25	17-Jan-25	50
A1800	BFL-CPL02 Control Panel Modifications	2	2	17-Jan-25	20-Jan-25	47
A2470	PSD-CPL01 Start-Up	1	1	20-Jan-25	20-Jan-25*	50
A1810	BFL-CPL02 Terminations	2	2	21-Jan-25	22-Jan-25	47



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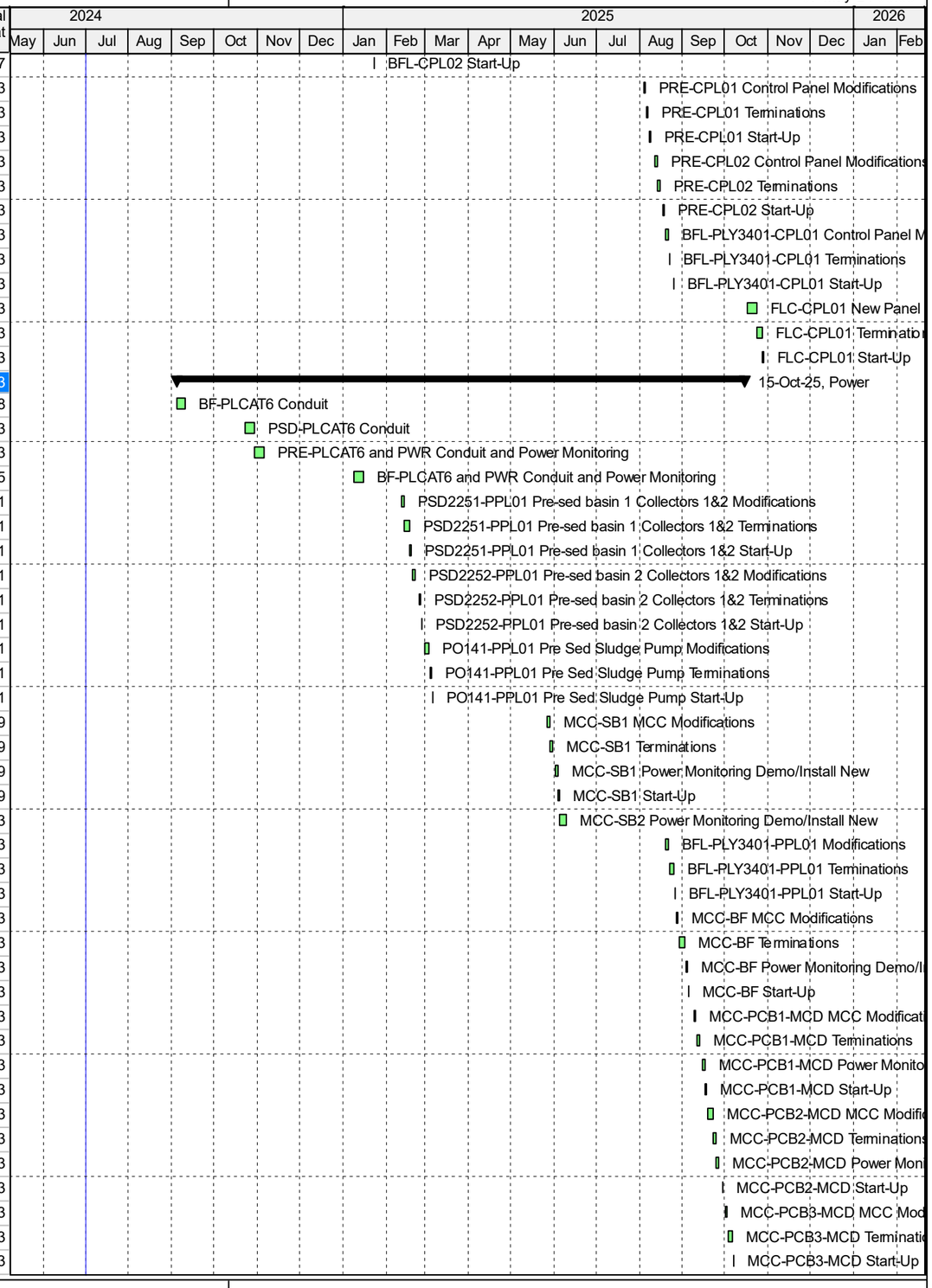
Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float
A1820	BFL-CPL02 Start-Up	1	1	23-Jan-25	23-Jan-25*	47
A1980	PRE-CPL01 Control Panel Modifications	2	2	04-Aug-25	05-Aug-25	3
A1990	PRE-CPL01 Terminations	2	2	06-Aug-25	07-Aug-25	3
A2000	PRE-CPL01 Start-Up	1	1	08-Aug-25	08-Aug-25	3
A2010	PRE-CPL02 Control Panel Modifications	2	2	12-Aug-25	13-Aug-25	3
A2020	PRE-CPL02 Terminations	2	2	14-Aug-25	15-Aug-25	3
A2030	PRE-CPL02 Start-Up	1	1	18-Aug-25	18-Aug-25	3
A1950	BFL-PLY3401-CPL01 Control Panel Modifications	2	2	20-Aug-25	21-Aug-25	3
A1960	BFL-PLY3401-CPL01 Terminations	1	1	22-Aug-25	22-Aug-25	3
A1970	BFL-PLY3401-CPL01 Start-Up	1	1	25-Aug-25	25-Aug-25	3
A2270	FLC-CPL01 New Panel Install	5	5	17-Oct-25	23-Oct-25	3
A2280	FLC-CPL01 Terminations	2	2	24-Oct-25	27-Oct-25	3
A2290	FLC-CPL01 Start-Up	1	1	28-Oct-25	28-Oct-25*	3
Power		285	285	04-Sep-24	15-Oct-25	3
A2300	BF-PLCAT6 Conduit	5	5	04-Sep-24	10-Sep-24	98
A2480	PSD-PLCAT6 Conduit	5	5	23-Oct-24	29-Oct-24	63
A2440	PRE-PLCAT6 and PWR Conduit and Power Monitoring	5	5	30-Oct-24	05-Nov-24*	63
A2220	BF-PLCAT6 and PWR Conduit and Power Monitoring	5	5	09-Jan-25	15-Jan-25*	15
A3200	PSD2251-PPL01 Pre-sed basin 1 Collectors 1&2 Modifications	2	2	12-Feb-25	13-Feb-25	11
A3210	PSD2251-PPL01 Pre-sed basin 1 Collectors 1&2 Terminations	2	2	14-Feb-25	17-Feb-25	11
A3220	PSD2251-PPL01 Pre-sed basin 1 Collectors 1&2 Start-Up	1	1	18-Feb-25	18-Feb-25	11
A3230	PSD2252-PPL01 Pre-sed basin 2 Collectors 1&2 Modifications	2	2	20-Feb-25	21-Feb-25	11
A3240	PSD2252-PPL01 Pre-sed basin 2 Collectors 1&2 Terminations	2	2	24-Feb-25	25-Feb-25	11
A3250	PSD2252-PPL01 Pre-sed basin 2 Collectors 1&2 Start-Up	1	1	26-Feb-25	26-Feb-25	11
A3110	PO141-PPL01 Pre Sed Sludge Pump Modifications	2	2	28-Feb-25	03-Mar-25	11
A3120	PO141-PPL01 Pre Sed Sludge Pump Terminations	2	2	04-Mar-25	05-Mar-25	11
A3130	PO141-PPL01 Pre Sed Sludge Pump Start-Up	1	1	06-Mar-25	06-Mar-25	11
A2650	MCC-SB1 MCC Modifications	2	2	27-May-25	28-May-25	39
A2660	MCC-SB1 Terminations	2	2	29-May-25	30-May-25	39
A3040	MCC-SB1 Power Monitoring Demo/Install New	2	2	02-Jun-25	03-Jun-25	39
A2670	MCC-SB1 Start-Up	1	1	04-Jun-25	04-Jun-25*	39
A3050	MCC-SB2 Power Monitoring Demo/Install New	3	3	05-Jun-25	09-Jun-25	83
A2710	BFL-PLY3401-PPL01 Modifications	2	2	20-Aug-25	21-Aug-25	33
A2720	BFL-PLY3401-PPL01 Terminations	2	2	22-Aug-25	25-Aug-25	33
A2730	BFL-PLY3401-PPL01 Start-Up	1	1	26-Aug-25	26-Aug-25	33
A2500	MCC-BF MCC Modifications	2	2	27-Aug-25	28-Aug-25	3
A2510	MCC-BF Terminations	2	2	29-Aug-25	02-Sep-25	3
A2980	MCC-BF Power Monitoring Demo/Install New	2	2	03-Sep-25	04-Sep-25	3
A2520	MCC-BF Start-Up	1	1	05-Sep-25	05-Sep-25	3
A2560	MCC-PCB1-MCD MCC Modifications	2	2	09-Sep-25	10-Sep-25	3
A2570	MCC-PCB1-MCD Terminations	2	2	11-Sep-25	12-Sep-25	3
A3020	MCC-PCB1-MCD Power Monitoring Install New	2	2	15-Sep-25	16-Sep-25	3
A2580	MCC-PCB1-MCD Start-Up	1	1	17-Sep-25	17-Sep-25	3
A2590	MCC-PCB2-MCD MCC Modifications	2	2	19-Sep-25	22-Sep-25	3
A2600	MCC-PCB2-MCD Terminations	2	2	23-Sep-25	24-Sep-25	3
A3030	MCC-PCB2-MCD Power Monitoring Install New	2	2	25-Sep-25	26-Sep-25	3
A2610	MCC-PCB2-MCD Start-Up	1	1	29-Sep-25	29-Sep-25	3
A2620	MCC-PCB3-MCD MCC Modifications	2	2	01-Oct-25	02-Oct-25	3
A2630	MCC-PCB3-MCD Terminations	2	2	03-Oct-25	06-Oct-25	3
A2640	MCC-PCB3-MCD Start-Up	1	1	07-Oct-25	07-Oct-25*	3



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Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float
A2800	CBN-SUP-P0481-PPL01 Modifications	2	2	09-Oct-25	10-Oct-25	3
A2810	CBN-SUP-P0481-PPL01 Terminations	2	2	13-Oct-25	14-Oct-25	3
A2820	CBN-SUP-P0481-PPL01 Start-Up	1	1	15-Oct-25	15-Oct-25	3
High Pressure Booster Pump Station		7	7	16-Oct-24	22-Oct-24	66
MOPOs		1	1	16-Oct-24	16-Oct-24	46
A3950	HPP-CPL01 Control Panel MOPO	1	1	16-Oct-24	16-Oct-24	46
Controls		4	4	17-Oct-24	22-Oct-24	46
A1890	HPP-CPL01 Control Panel Modifications	1	1	17-Oct-24	17-Oct-24	46
A1900	HPP-CPL01 Terminations	2	2	18-Oct-24	21-Oct-24	46
A1910	HPP-CPL01 Start-Up	1	1	22-Oct-24	22-Oct-24*	46
Power		0	0			0
Filters		265	265	08-Jan-25	21-Jan-26	0
MOPOs		230	230	08-Jan-25	01-Dec-25	30
A3960	FLT01-CPL01 Control Panel MOPO	1	1	08-Jan-25	08-Jan-25	0
A4610	FLT01-P2101-1-PPL01 FW Sample Pump 1 MOPO	1	1	08-Jan-25	08-Jan-25	3
A3980	FLT01-CPL03 Control Panel MOPO	1	1	16-Jan-25	16-Jan-25	0
A4620	FLT01-P2101-2-PPL01 FW Sample Pump 2 MOPO	1	1	16-Jan-25	16-Jan-25	3
A4000	FLT01-CPL05 Control Panel MOPO	1	1	23-Jan-25	23-Jan-25	0
A4690	Poly Valve and Flow Meter (FLT Control Panels 1 & 3) MOPO	1	1	24-Jan-25	24-Jan-25	3
A4020	FLT01-CPL07 Control Panel MOPO	1	1	30-Jan-25	30-Jan-25	0
A4040	FLT01-CPL09 Control Panel MOPO	1	1	01-Oct-25	01-Oct-25	0
A4080	FLT-CPL01 New Panel Install MOPO	1	1	01-Oct-25	01-Oct-25	34
A4050	FLT01-CPL10 Control Panel MOPO	1	1	09-Oct-25	09-Oct-25	0
A4800	Poly Valve and Flow Meter (FLT Control Panels 2 & 4) MOPO	1	1	14-Oct-25	14-Oct-25	34
A4060	FLT01-CPL11 Control Panel MOPO	1	1	17-Oct-25	17-Oct-25	0
A4130	FLT09-P2109-PPL01 Filter Gallery Sump Pump MOPO	1	1	21-Oct-25	21-Oct-25	34
A4070	FLT01-CPL12 Control Panel MOPO	1	1	27-Oct-25	27-Oct-25	0
A4090	FLT02-P2102-PPL01 Filtration Sump Pump MOPO	1	1	29-Oct-25	29-Oct-25	34
A3970	FLT01-CPL02 Control Panel MOPO	1	1	04-Nov-25	04-Nov-25	0
A4100	FLT08-P2108-3-PPL01 Settled Water Sump Pump MOPO	1	1	06-Nov-25	06-Nov-25	34
A3990	FLT01-CPL04 Control Panel MOPO	1	1	12-Nov-25	12-Nov-25	0
A4110	FLT08-P2108-4-PPL01 Settled Water Sump Pump MOPO	1	1	14-Nov-25	14-Nov-25	34
A4010	FLT01-CPL06 Control Panel MOPO	1	1	20-Nov-25	20-Nov-25	0
A4120	FLT08-P2108-PPL01 Filtrations Sump Pump MOPO	1	1	24-Nov-25	24-Nov-25	34
A4030	FLT01-CPL08 Control Panel MOPO	1	1	01-Dec-25	01-Dec-25	0
Controls		264	264	09-Jan-25	21-Jan-26	0
A1040	FLT01-CPL01 Control Panel Modifications	2	2	09-Jan-25	10-Jan-25	0
A1110	FLT01-CPL01 Terminations	2	2	13-Jan-25	14-Jan-25	0
A1100	FLT01-CPL01 Start-Up	1	1	15-Jan-25	15-Jan-25	0
A1380	FLT01-CPL03 Control Panel Modifications	2	2	17-Jan-25	20-Jan-25	0
A1390	FLT01-CPL03 Terminations	1	1	21-Jan-25	21-Jan-25	0
A1400	FLT01-CPL03 Start-Up	1	1	22-Jan-25	22-Jan-25	0
A1440	FLT01-CPL05 Control Panel Modifications	2	2	24-Jan-25	27-Jan-25	0
A4700	Poly Valve and Flow Meter (FLT Control Panels 1 & 3) Terminate	4	4	27-Jan-25	30-Jan-25	3
A1450	FLT01-CPL05 Terminations	1	1	28-Jan-25	28-Jan-25	0
A1460	FLT01-CPL05 Start-Up	1	1	29-Jan-25	29-Jan-25	0
A1500	FLT01-CPL07 Control Panel Modifications	2	2	31-Jan-25	03-Feb-25	0
A4710	Poly Valve and Flow Meter (FLT Control Panels 1 & 3) Start-Up	1	1	31-Jan-25	31-Jan-25*	3
A1510	FLT01-CPL07 Terminations	1	1	04-Feb-25	04-Feb-25	0
A1520	FLT01-CPL07 Start-Up	1	1	05-Feb-25	05-Feb-25*	0

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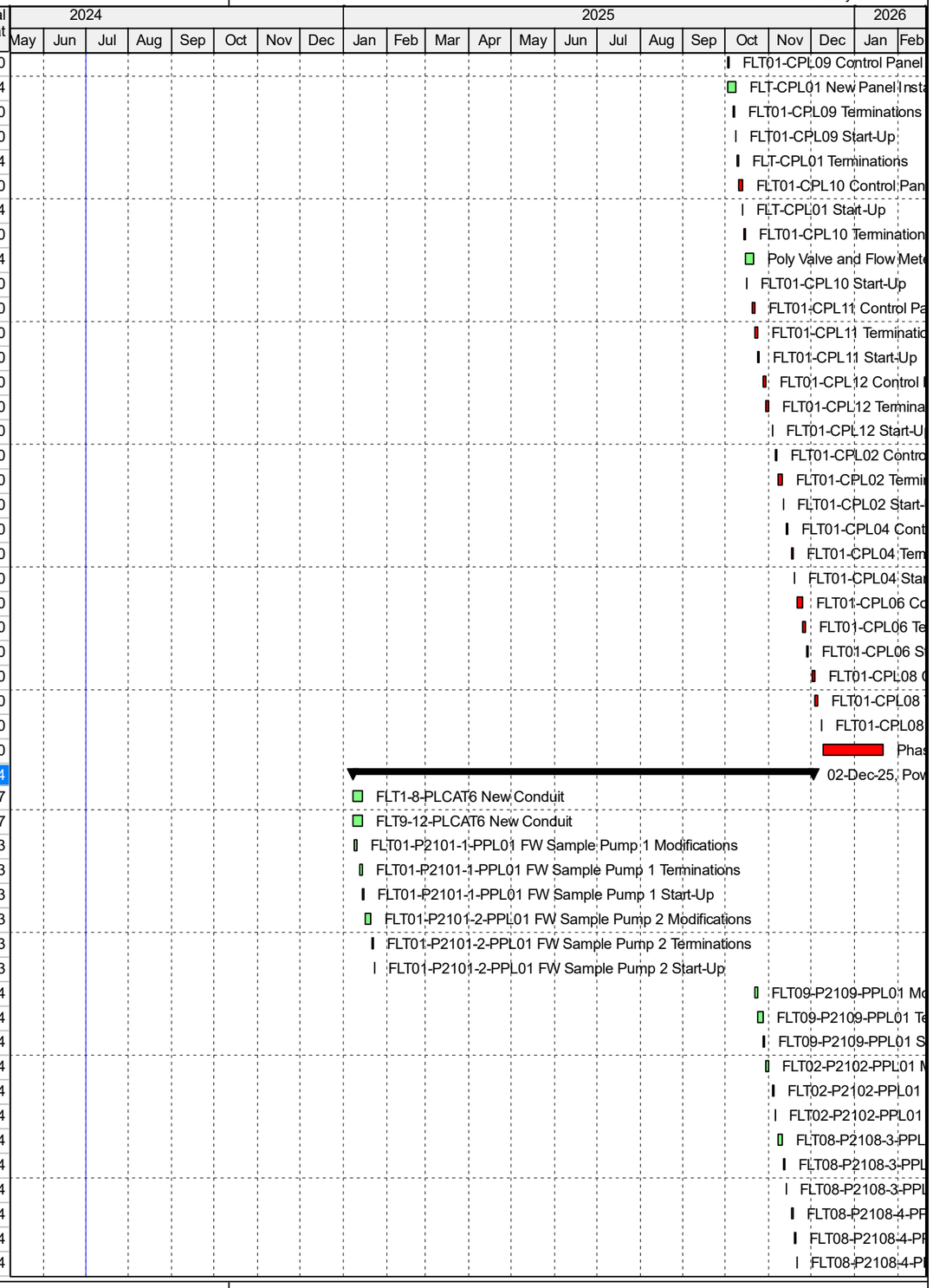
Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float
A1560	FLT01-CPL09 Control Panel Modifications	2	2	02-Oct-25	03-Oct-25	0
A2310	FLT-CPL01 New Panel Install	5	5	02-Oct-25	08-Oct-25	34
A1570	FLT01-CPL09 Terminations	2	2	06-Oct-25	07-Oct-25	0
A1580	FLT01-CPL09 Start-Up	1	1	08-Oct-25	08-Oct-25	0
A2320	FLT-CPL01 Terminations	2	2	09-Oct-25	10-Oct-25	34
A1590	FLT01-CPL10 Control Panel Modifications	2	2	10-Oct-25	13-Oct-25	0
A2330	FLT-CPL01 Start-Up	1	1	13-Oct-25	13-Oct-25	34
A1600	FLT01-CPL10 Terminations	2	2	14-Oct-25	15-Oct-25	0
A4810	Poly Valve and Flow Meter (FLT Control Panels 2 & 4) Terminate	4	4	15-Oct-25	20-Oct-25	34
A1610	FLT01-CPL10 Start-Up	1	1	16-Oct-25	16-Oct-25	0
A1620	FLT01-CPL11 Control Panel Modifications	2	2	20-Oct-25	21-Oct-25	0
A1630	FLT01-CPL11 Terminations	2	2	22-Oct-25	23-Oct-25	0
A1640	FLT01-CPL11 Start-Up	1	1	24-Oct-25	24-Oct-25	0
A1650	FLT01-CPL12 Control Panel Modifications	2	2	28-Oct-25	29-Oct-25	0
A1660	FLT01-CPL12 Terminations	2	2	30-Oct-25	31-Oct-25	0
A1670	FLT01-CPL12 Start-Up	1	1	03-Nov-25	03-Nov-25	0
A1350	FLT01-CPL02 Control Panel Modifications	2	2	05-Nov-25	06-Nov-25	0
A1360	FLT01-CPL02 Terminations	2	2	07-Nov-25	10-Nov-25	0
A1370	FLT01-CPL02 Start-Up	1	1	11-Nov-25	11-Nov-25	0
A1410	FLT01-CPL04 Control Panel Modifications	2	2	13-Nov-25	14-Nov-25	0
A1420	FLT01-CPL04 Terminations	2	2	17-Nov-25	18-Nov-25	0
A1430	FLT01-CPL04 Start-Up	1	1	19-Nov-25	19-Nov-25	0
A1470	FLT01-CPL06 Control Panel Modifications	2	2	21-Nov-25	24-Nov-25	0
A1480	FLT01-CPL06 Terminations	2	2	25-Nov-25	26-Nov-25	0
A1490	FLT01-CPL06 Start-Up	1	1	28-Nov-25	28-Nov-25	0
A1530	FLT01-CPL08 Control Panel Modifications	2	2	02-Dec-25	03-Dec-25	0
A1540	FLT01-CPL08 Terminations	2	2	04-Dec-25	05-Dec-25	0
A1550	FLT01-CPL08 Start-Up	1	1	08-Dec-25	08-Dec-25*	0
A4830	Phase 7 Existing Wire/Cable Repairs or Replacments	30	30	09-Dec-25	21-Jan-26*	0
Power		231	231	08-Jan-25	02-Dec-25	34
A1280	FLT1-8-PLCAT6 New Conduit	5	5	08-Jan-25	14-Jan-25	217
A2340	FLT9-12-PLCAT6 New Conduit	5	5	08-Jan-25	14-Jan-25	217
A4630	FLT01-P2101-1-PPL01 FW Sample Pump 1 Modifications	2	2	09-Jan-25	10-Jan-25	3
A4640	FLT01-P2101-1-PPL01 FW Sample Pump 1 Terminations	2	2	13-Jan-25	14-Jan-25	3
A4650	FLT01-P2101-1-PPL01 FW Sample Pump 1 Start-Up	1	1	15-Jan-25	15-Jan-25	3
A4660	FLT01-P2101-2-PPL01 FW Sample Pump 2 Modifications	2	2	17-Jan-25	20-Jan-25	3
A4670	FLT01-P2101-2-PPL01 FW Sample Pump 2 Terminations	2	2	21-Jan-25	22-Jan-25	3
A4680	FLT01-P2101-2-PPL01 FW Sample Pump 2 Start-Up	1	1	23-Jan-25	23-Jan-25	3
A2950	FLT09-P2109-PPL01 Modifications Filter Gallery Sump Pump	2	2	22-Oct-25	23-Oct-25	34
A2960	FLT09-P2109-PPL01 Terminations	2	2	24-Oct-25	27-Oct-25	34
A2970	FLT09-P2109-PPL01 Start-Up	1	1	28-Oct-25	28-Oct-25	34
A2830	FLT02-P2102-PPL01 Modifications Filtration Sump Pump	2	2	30-Oct-25	31-Oct-25	34
A2840	FLT02-P2102-PPL01 Terminations	2	2	03-Nov-25	04-Nov-25	34
A2850	FLT02-P2102-PPL01 Start-Up	1	1	05-Nov-25	05-Nov-25	34
A2860	FLT08-P2108-3-PPL01 Modifications Settled Water Sump Pump	2	2	07-Nov-25	10-Nov-25	34
A2870	FLT08-P2108-3-PPL01 Terminations	2	2	11-Nov-25	12-Nov-25	34
A2880	FLT08-P2108-3-PPL01 Start-Up	1	1	13-Nov-25	13-Nov-25	34
A2890	FLT08-P2108-4-PPL01 Modifications Settled Water Sump Pump	2	2	17-Nov-25	18-Nov-25	34
A2900	FLT08-P2108-4-PPL01 Terminations	2	2	19-Nov-25	20-Nov-25	34
A2910	FLT08-P2108-4-PPL01 Start-Up	1	1	21-Nov-25	21-Nov-25	34



Actual Work | Remaining Work | Critical Remaining Work | Milestone | Summary

TASK filter: All Activities

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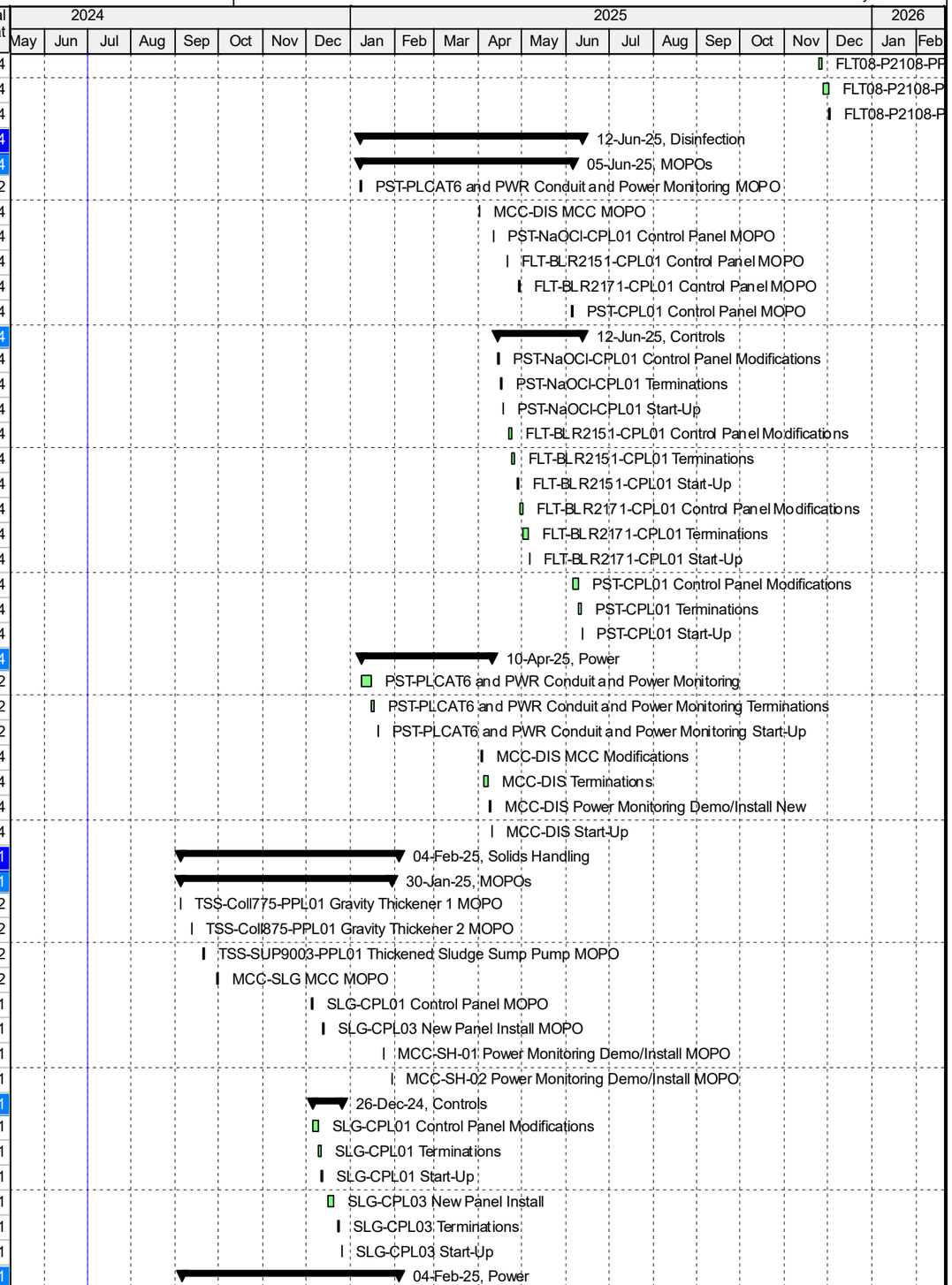
Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float
A2920	FLT08-P2108-PPL01 Modifications Filtrations Sump Pump	2	2	25-Nov-25	26-Nov-25	34
A2930	FLT08-P2108-PPL01 Terminations	2	2	28-Nov-25	01-Dec-25	34
A2940	FLT08-P2108-PPL01 Start-Up	1	1	02-Dec-25	02-Dec-25*	34
Disinfection		111	111	08-Jan-25	12-Jun-25	34
MOPOs		106	106	08-Jan-25	05-Jun-25	34
A4180	PST-PLCAT6 and PWR Conduit and Power Monitoring MOPO	1	1	08-Jan-25	08-Jan-25	12
A4190	MCC-DIS MCC MOPO	1	1	01-Apr-25	01-Apr-25	34
A4160	PST-NaOCl-CPL01 Control Panel MOPO	1	1	11-Apr-25	11-Apr-25	34
A4140	FLT-BLR2151-CPL01 Control Panel MOPO	1	1	21-Apr-25	21-Apr-25	34
A4150	FLT-BLR2171-CPL01 Control Panel MOPO	1	1	29-Apr-25	29-Apr-25	34
A4170	PST-CPL01 Control Panel MOPO	1	1	05-Jun-25	05-Jun-25	34
Controls		43	43	14-Apr-25	12-Jun-25	34
A1920	PST-NaOCl-CPL01 Control Panel Modifications	2	2	14-Apr-25	15-Apr-25	34
A1930	PST-NaOCl-CPL01 Terminations	2	2	16-Apr-25	17-Apr-25	34
A1940	PST-NaOCl-CPL01 Start-Up	1	1	18-Apr-25	18-Apr-25	34
A1830	FLT-BLR2151-CPL01 Control Panel Modifications	2	2	22-Apr-25	23-Apr-25	34
A1840	FLT-BLR2151-CPL01 Terminations	2	2	24-Apr-25	25-Apr-25	34
A1850	FLT-BLR2151-CPL01 Start-Up	1	1	28-Apr-25	28-Apr-25	34
A1860	FLT-BLR2171-CPL01 Control Panel Modifications	2	2	30-Apr-25	01-May-25	34
A1870	FLT-BLR2171-CPL01 Terminations	2	2	02-May-25	05-May-25	34
A1880	FLT-BLR2171-CPL01 Start-Up	1	1	06-May-25	06-May-25*	34
A2130	PST-CPL01 Control Panel Modifications	2	2	06-Jun-25	09-Jun-25	34
A2140	PST-CPL01 Terminations	2	2	10-Jun-25	11-Jun-25	34
A2150	PST-CPL01 Start-Up	1	1	12-Jun-25	12-Jun-25*	34
Power		66	66	09-Jan-25	10-Apr-25	34
A2490	PST-PLCAT6 and PWR Conduit and Power Monitoring	5	5	09-Jan-25	15-Jan-25	12
A4200	PST-PLCAT6 and PWR Conduit and Power Monitoring Terminations	2	2	16-Jan-25	17-Jan-25	12
A4210	PST-PLCAT6 and PWR Conduit and Power Monitoring Start-Up	1	1	20-Jan-25	20-Jan-25*	12
A2530	MCC-DIS MCC Modifications	2	2	02-Apr-25	03-Apr-25	34
A2540	MCC-DIS Terminations	2	2	04-Apr-25	07-Apr-25	34
A3010	MCC-DIS Power Monitoring Demo/Install New	2	2	08-Apr-25	09-Apr-25	34
A2550	MCC-DIS Start-Up	1	1	10-Apr-25	10-Apr-25	34
Solids Handling		107	107	04-Sep-24	04-Feb-25	1
MOPOs		104	104	04-Sep-24	30-Jan-25	1
A4270	TSS-Coll775-PPL01 Gravity Thickener 1 MOPO	1	1	04-Sep-24	04-Sep-24	42
A4280	TSS-Coll875-PPL01 Gravity Thickener 2 MOPO	1	1	12-Sep-24	12-Sep-24	42
A4290	TSS-SUP9003-PPL01 Thickened Sludge Sump Pump MOPO	1	1	20-Sep-24	20-Sep-24	42
A4240	MCC-SLG MCC MOPO	1	1	30-Sep-24	30-Sep-24	42
A4220	SLG-CPL01 Control Panel MOPO	1	1	05-Dec-24	05-Dec-24	1
A4230	SLG-CPL03 New Panel Install MOPO	1	1	13-Dec-24	13-Dec-24	1
A4250	MCC-SH-01 Power Monitoring Demo/Install MOPO	1	1	24-Jan-25	24-Jan-25	1
A4260	MCC-SH-02 Power Monitoring Demo/Install MOPO	1	1	30-Jan-25	30-Jan-25	1
Controls		14	14	06-Dec-24	26-Dec-24	1
A2040	SLG-CPL01 Control Panel Modifications	2	2	06-Dec-24	09-Dec-24	1
A2050	SLG-CPL01 Terminations	2	2	10-Dec-24	11-Dec-24	1
A2060	SLG-CPL01 Start-Up	1	1	12-Dec-24	12-Dec-24	1
A2160	SLG-CPL03 New Panel Install	5	5	16-Dec-24	20-Dec-24	1
A2170	SLG-CPL03 Terminations	2	2	23-Dec-24	24-Dec-24	1
A2180	SLG-CPL03 Start-Up	1	1	26-Dec-24	26-Dec-24*	1
Power		106	106	05-Sep-24	04-Feb-25	1



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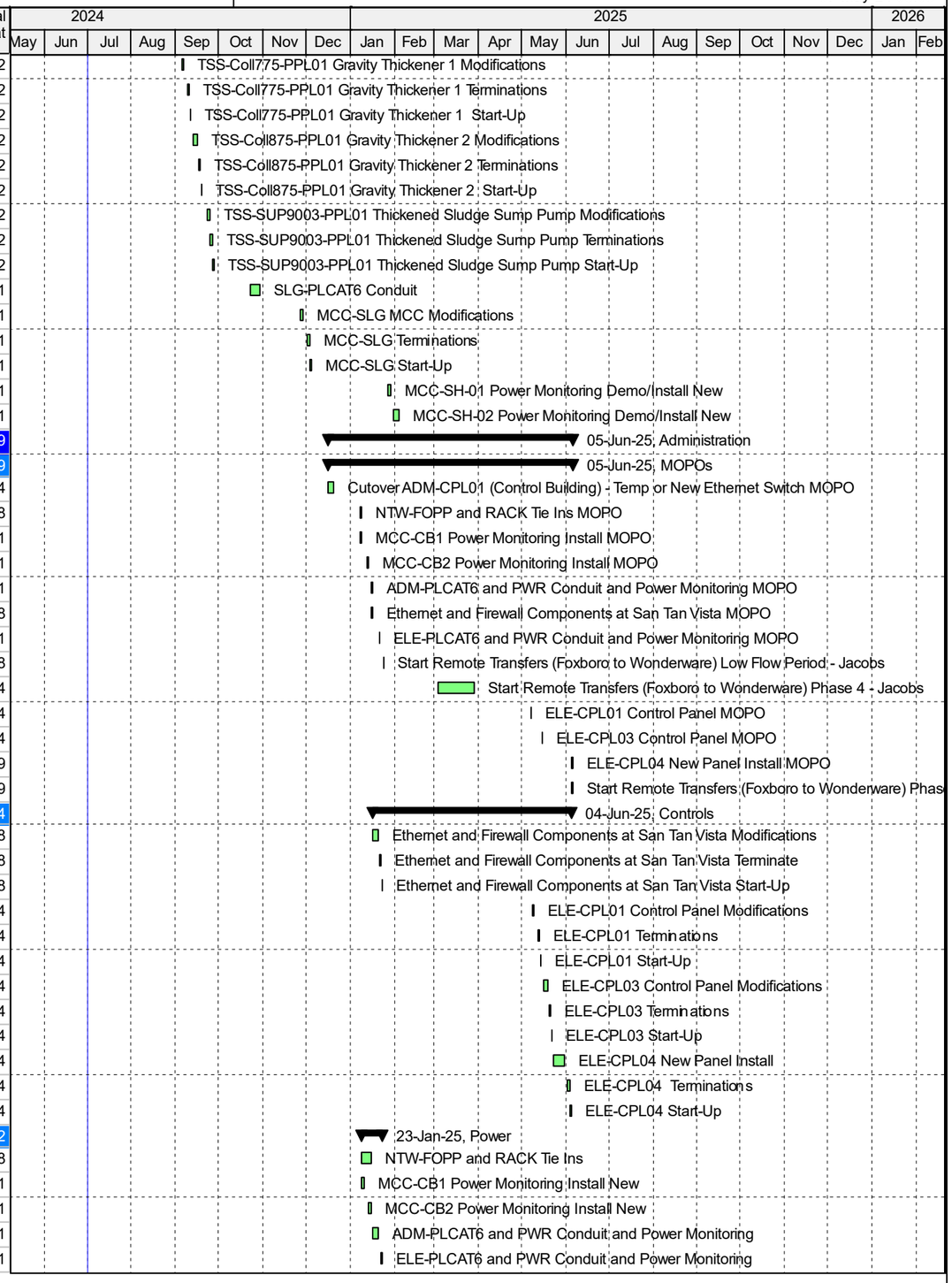
Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float
A3260	TSS-Coll775-PPL01 Gravity Thickener 1 Modifications	2	2	05-Sep-24	06-Sep-24	42
A3270	TSS-Coll775-PPL01 Gravity Thickener 1 Terminations	2	2	09-Sep-24	10-Sep-24	42
A3280	TSS-Coll775-PPL01 Gravity Thickener 1 Start-Up	1	1	11-Sep-24	11-Sep-24	42
A3290	TSS-Coll875-PPL01 Gravity Thickener 2 Modifications	2	2	13-Sep-24	16-Sep-24	42
A3300	TSS-Coll875-PPL01 Gravity Thickener 2 Terminations	2	2	17-Sep-24	18-Sep-24	42
A3310	TSS-Coll875-PPL01 Gravity Thickener 2 Start-Up	1	1	19-Sep-24	19-Sep-24	42
A3320	TSS-SUP9003-PPL01 Thickened Sludge Sump Pump Modifications	2	2	23-Sep-24	24-Sep-24	42
A3330	TSS-SUP9003-PPL01 Thickened Sludge Sump Pump Terminations	2	2	25-Sep-24	26-Sep-24	42
A3340	TSS-SUP9003-PPL01 Thickened Sludge Sump Pump Start-Up	1	1	27-Sep-24	27-Sep-24*	42
A1310	SLG-PLCAT6 Conduit	5	5	23-Oct-24	29-Oct-24	21
A2680	MCC-SLG MCC Modifications	2	2	27-Nov-24	29-Nov-24	1
A2690	MCC-SLG Terminations	2	2	02-Dec-24	03-Dec-24	1
A2700	MCC-SLG Start-Up	1	1	04-Dec-24	04-Dec-24	1
A3060	MCC-SH-01 Power Monitoring Demo/Install New	3	3	27-Jan-25	29-Jan-25	1
A3070	MCC-SH-02 Power Monitoring Demo/Install New	3	3	31-Jan-25	04-Feb-25*	1
Administration		121	121	16-Dec-24	05-Jun-25	39
MOPOs		121	121	16-Dec-24	05-Jun-25	39
A4820	Cutover ADM-CPL01 (Control Building) - Temp or New Ethernet Switch MOPO	5	5	16-Dec-24	20-Dec-24*	4
A4350	NTW-FOPP and RACK Tie Ins MOPO	1	1	08-Jan-25	08-Jan-25	8
A4360	MCC-CB1 Power Monitoring Install MOPO	1	1	08-Jan-25	08-Jan-25	1
A4370	MCC-CB2 Power Monitoring Install MOPO	1	1	13-Jan-25	13-Jan-25	1
A4330	ADM-PLCAT6 and PWR Conduit and Power Monitoring MOPO	1	1	16-Jan-25	16-Jan-25	1
A4720	Ethernet and Firewall Components at San Tan Vista MOPO	1	1	16-Jan-25	16-Jan-25	8
A4340	ELE-PLCAT6 and PWR Conduit and Power Monitoring MOPO	1	1	21-Jan-25	21-Jan-25	1
A4760	Start Remote Transfers (Foxboro to Wonderware) Low Flow Period - Jacobs	1	1	24-Jan-25	24-Jan-25*	8
A4770	Start Remote Transfers (Foxboro to Wonderware) Phase 4 - Jacobs	20	20	03-Mar-25	28-Mar-25*	44
A4300	ELE-CPL01 Control Panel MOPO	1	1	07-May-25	07-May-25	34
A4310	ELE-CPL03 Control Panel MOPO	1	1	15-May-25	15-May-25	34
A4320	ELE-CPL04 New Panel Install MOPO	1	1	05-Jun-25	05-Jun-25*	39
A4780	Start Remote Transfers (Foxboro to Wonderware) Phase 5 - Jacobs	1	1	05-Jun-25	05-Jun-25*	39
Controls		98	98	17-Jan-25	04-Jun-25	34
A4730	Ethernet and Firewall Components at San Tan Vista Modifications	2	2	17-Jan-25	20-Jan-25	8
A4740	Ethernet and Firewall Components at San Tan Vista Terminate	2	2	21-Jan-25	22-Jan-25	8
A4750	Ethernet and Firewall Components at San Tan Vista Start-Up	1	1	23-Jan-25	23-Jan-25*	8
A2070	ELE-CPL01 Control Panel Modifications	2	2	08-May-25	09-May-25	34
A2080	ELE-CPL01 Terminations	2	2	12-May-25	13-May-25	34
A2090	ELE-CPL01 Start-Up	1	1	14-May-25	14-May-25	34
A2100	ELE-CPL03 Control Panel Modifications	2	2	16-May-25	19-May-25	34
A2110	ELE-CPL03 Terminations	2	2	20-May-25	21-May-25	34
A2120	ELE-CPL03 Start-Up	1	1	22-May-25	22-May-25	34
A2240	ELE-CPL04 New Panel Install	5	5	23-May-25	30-May-25	34
A2250	ELE-CPL04 Terminations	2	2	02-Jun-25	03-Jun-25	34
A2260	ELE-CPL04 Start-Up	1	1	04-Jun-25	04-Jun-25	34
Power		11	11	09-Jan-25	23-Jan-25	2
A2430	NTW-FOPP and RACK Tie Ins	5	5	09-Jan-25	15-Jan-25	8
A2990	MCC-CB1 Power Monitoring Install New	2	2	09-Jan-25	10-Jan-25	1
A3000	MCC-CB2 Power Monitoring Install New	2	2	14-Jan-25	15-Jan-25	1
A2190	ADM-PLCAT6 and PWR Conduit and Power Monitoring	2	2	17-Jan-25	20-Jan-25	1
A2230	ELE-PLCAT6 and PWR Conduit and Power Monitoring	2	2	22-Jan-25	23-Jan-25*	1



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SECTION F

CONSTRUCTION PHASING

MOPO Schedule And Sequence of Work for Phase 4 Implementation 02/27/2024

First Phase (07/01/2024-~~08/15/2024~~) 09/30/2024

Install Handholes	Install New Ductbanks	Install FLT-CPL01 (Filter REP Ring)*	Pull 48 Strand SM fiber	Terminate and Test 48 Strand Fiber

Second Phase ~~(Temporary Ethernet switches)~~ (08/16/2024-12/28/2024)

Cutover HPP-CPL01 (High Pressure Pump)*	Cutover SLG-CPL01&PPL01 (Sludge Building)*	Cutover MCC-SLG (4 Buckets)	Cutover TSS-COLL775-PPL01 (Thickener 1)	Cutover TSS-COLL875-PPL02 (Thickener 2)	Cutover TSS-SUP9003-PPL01 (Sump Pump)	Cutover ADM-CPL01 (Control Building)*	Install 12 Strand Fiber to Belt Press Control Panel	Connect New Belt Press Control Panel	Install Network Interface Panels	Install 12 strand SM Fiber for Raw Water NIPs

Work Completed During Low Flow Period (01/08/2025-02/05/2025)

Install Power Monitors	Install VFD Ethernet Comm Cards	Install New Conduit on Electrical Equipment	Place Wire Labels on Field Wires	Indentify and label spare wires	Install 12 Strand Fiber Filters 1,3,5,7	Cutover Filters 1,3,5,7 *	Cutover FLT01-P2101-1-PPL01 (FW Sample Pump 1)	Cutover FLT01-P2101-2-PPL01 (FW Sample Pump 2)	Terminate wires for poly valve and flow meter	SanTan Vista	Start Remotes Transfered over to WW

Third Phase (DIS) (01/2025-3/2025)

Cutover BFL-CPL01 (BF Building)	Cutover BFL-PLY3401-CPL01 (BF Polymer)	Cutover BFL-CPL02 (Actiflo)	Cutover MCC-BF (12 Buckets)	Cutover BS2201-PPL01 (Screens Control 1)	Cutover BS2202-PPL01 (Screens Control 2)	Cutover P2201-PPL01 (RW Sample Pump 1)	Cutover P2202-PPL01 (RW Sample Pump 2)	Cutover PSD2251-PPL01 (Pre-Sed Basin 1 Coll)	Cutover PSD2252-PPL01 (Pre-Sed Basin 1 Coll)	Cutover P0141-PPL01 (Pre-Sed Sludge Pumps)	Cutover MX2230-PPL01 (RW Mixer)

Fourth Phase (Switchgear) (03/2025-05/2025)

Move data for Transfer Station	RemotesTransfered over to WW

Fifth Phase (BF) (04/2025-07/2025)

~~Swap out Temp Cisco Switches~~	Cutover PST-CPL01 (Disenfection Bldg)	Cutover MCC-DIS (4 Buckets)	Cutover PST-NAOCL-CPL01 (NAOCL Panel)	Cutover FLT-BLR2151-CPL01 (Blower 1)	Cutover FLT-BLR2171-CPL01 (Blower 2)	~~Filter Media Repl. Project~~	Cutover ELE-CPL01 (SB1)	Cutover ELE-CPL03 (SB3)	Cutover MCC-SB1 (Backwash Pumps)	RemotesTransfered over to WW

Sixth Phase (CCP) (08/2025-10/2025)

Cutover PRE-CPL01(CCP Building)	Cutover MCC-PCB1 (11 Buckets)	Cutover MCC-PCB2 (7 Buckets)	Cutover CBN-SUP-P0481-PPL01 (Carbon Sump)	Install 12 strand fiber to FLC/SED Basin	Cutover FLC-CPL01(Floc NIP)

Seventh Phase (Filters 9-12, 2, 4, 6, 8) (10/2025-02/2026)

Install 12 Strand Fiber to Filters 9-12	Cutover Filters 9-12	Cutover FLT09-P2109-PPL01 (West Filter Galley Sump Pump 1)	Install 12 Strand Fiber to Filters 2,4,6,8	Convert Filters 2,4,6,8	Convert FLT02-P2102-PPL01 (Filtration Sump Pump)	Convert FLT08-P2108-3-PPL01 (Settled Water Sample Pump 1)	Convert FLT08-P2108-4-PPL01 (Settled Water Sample Pump 2)	Convert FLT08-P2108-PPL01(Filter Sump Pump)	Terminate wires for poly valve and flow meter

Needs to be completed during the duration of the phase
Critical cutover
Spans Multiple Phases
Standard MOPO Activity
* = Temporary Ethernet switch/s is needed (Phase 2 and Plant Outage Phase)

Table 1-1 Color and Symbol Legend

SECTION G

LIST OF GMP PLANS & SPECIFICATIONS

4. LIST OF PLANS AND SPECIFICATIONS

Archer Western utilized the following plans and specifications issued by Jacobs to complete this GMP Proposal. All files resided on the Jacobs SharePoint site (100% DESIGN BINDER).

- 100% TECHNICAL SPECIFICATIONS DATED JULY 10, 2023 AND JULY 12, 2023
  - Volumes 1 and 2
- 100% DESIGN DRAWINGS DATED JULY 14, 2023
  - Volumes 3 through 6
- ADDENDA DRAWINGS DATED AUGUST 15, 2023

SECTION H

ASSUMPTIONS AND CLARIFICATIONS

1. ASSUMPTIONS AND CLARIFICATIONS

We recognize the desire to receive unqualified proposals for greater cost certainty. As such, Archer Western has attempted to minimize the assumptions and clarifying information in this GMP Proposal. However, at this time we do have the following assumptions and clarifications to qualify our Proposal. The potential cost impact of these items has largely been captured in the recommended allowances and contingencies and will only be applied for unplanned and unmitigated events with cost impacts to the project.

Item	Description
1	Section 01 91 14 Equipment Testing and Facility Start-Up is by the City/Engineer. Archer Western will confirm installations by verifying continuity of new installations, the City/Engineer will perform start-ups of systems and facility performance. Section 1.02 A is excluded. Additional labor beyond continuity is out of the scope.
2	Administration Building new UPS system has been quoted based on the March 25, 2024 site walk discussion with City of Chandler personnel and includes routing the new conduit above the suspended ceiling of the main floor, prior to suspended ceiling installation, and not routed through the basement level.
3	Archer Western will be self-performing less than 50% of the total cost of the work which does not meet the requirement described in section 4.2.8 of the contract.

EXHIBIT E

SUBCONTRACTOR DOCUMENTS WITH CM@RISK

Any subcontractor assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the CM@RISK and their subcontractors, and do not apply to the Agreement between the CM@RISK and the City.

SUBCONTRACTOR'S LIST FORM

If CM@Risk intends to subcontract any portion of this Agreement, the CM@Risk must submit the name, address, and contractor's license number (if applicable) of each subcontractor, including the work component of such subcontracting. Include the form with the bid submittal documents. CM@Risk may make multiple copies of this form as needed.

Company Name:	
Contact Name:	
Contact Email:	
Contact Phone:	
Work Component:	
Percentage of Total Work Performed:	

Company Name:	
Contact Name:	
Contact Email:	
Contact Phone:	
Work Component:	
Percentage of Total Work Performed:	

Company Name:	
Contact Name:	
Contact Email:	
Contact Phone:	
Work Component:	
Percentage of Total Work Performed:	

Company Name:	
Contact Name:	
Contact Email:	
Contact Phone:	
Work Component:	
Percentage of Total Work Performed:	

Company Name:	
Contact Name:	
Contact Email:	
Contact Phone:	
Work Component:	
Percentage of Total Work Performed:	

Company Name:	
Contact Name:	
Contact Email:	
Contact Phone:	
Work Component:	
Percentage of Total Work Performed:	

EXHIBIT F

GIS / GPS DATA DELIVERY REQUIREMENTS

N/A

EXHIBIT G

SUBCONTRACTOR DOCUMENTS WITH CM@RISK

Any subcontractor assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the CM@Risk and their subcontractors, and do not apply to the Agreement between the CM@Risk and the City.

BACK-UP QUOTES

Felix Construction Company
License # L11 - 172036

Project **City of Chandler - Pecos SCADA Upgrades - GMP2 - REV6** **Date** **3/25/2024**

Quoted Scope of Work

Number	Description	By Felix E/I&C	By Others
1	NOTE 1: This bid is based on City of Chandler - Pecos SCADA Upgrades 100% Plans & Specifications. NOTE 2: Commodities, such as Copper Wire, are quoted based on 3/25/2024 pricing.	**NOTE**	**NOTE**
2	CIVIL (100) - Felix Construction GC to Provide Duct bank Excavation & Backfill, Asphalt Cut / Removal / Replacement, & Concrete Encased Duct Banks w/ out Rebar for the Following Runs: Raw Water Metering and Control Structure - To - Building E, Raw Water Mixing and Distribution Structure - To - Building E, Presedimentation Basin Area - To - Building E, Building E - To - Basin Area, and FW Pump Station No. 2 Buildings. Concrete Pads for Control Panels and UPS (Vendor Supplied). As Required Concrete Coring & Patching. Private Locator for Each of the Above Runs.	√	**N/A**
3	CONDUIT (200) - Felix Construction EI&C to Provide and Install PVC SCH 40 Conduit Underground, EMT Conduit, GRC Conduit, PVC Coated Conduit, & Anaconda Flex Conduit (UA) in Above Ground Applications, and Manholes w/ Extensions & Lids. **UG (2"):** PVC SCH 40 Conduit, PVC SCH 40 Couplings, PVC SCH 40 Female Adapter, PVC-CTD GRC 90-Degree Elbows, PVC SCH 40 End Bells, Base Chairs & Spacers. **AG (2", 1"):** EMT Conduit, EMT Couplings, EMT 90-Degree Elbows, EMT Connectors, GRC Conduit, GRC Couplings, GRC 90-Degree Elbows, GRC Myers Hub w/ Ground, GRC LB Conduit Body F-7, PVC-CTD GRC Conduit, PVC-CTD GRC Couplings, PVC-CTD GRC 90-Degree Elbows, PVC-CTD GRC Myers Hub w/ Ground, PVC-CTD GRC LB Conduit Body F-7, Anaconda Flex Conduit (UA), 45-Degree Flex Connector, Sealing Washer & Sealing Locknut, PVC-CTD GRC Conduit Straps. **Handholes, Extensions, & Lids:** Two (2) 13" X 12" X 20" T15 Handholes w/ Extension & Lids (Electrical) & Two (2) 24" X 24" X 36" T15 Handholes w/ Extension & Lids (Electrical).	√	**N/A**
4	CABLE & WIRE (300) - Felix Construction EI&C to Provide and Install XHHW-2 for all Power and Non-Signal Control Wire, Belden TSP for All Signal Wire, Belden CAT6 Cable. **Feeders:** #1/0 AWG XHHW CU (STR), #10 AWG XHHW CU (STR). Machine Coded Sleeves for All Cable. **Branch Circuits:** #14 AWG XHHW CU (STR), Belden 9318 (#18AWG/2 + Shield), Belden CAT6 Ethernet Cable w/ RJ45 Connectors. Machine Coded Sleeves for All Cable. **Grounding:** #4/0 AWG Bare CU (STR), Cadweld Plus - #150 Weld Cups, 3/4" X 10" Copper Ground Rod, Ground Wells & Lids.	√	**N/A**

Number	Description	By Felix E/I&C	By Others
5	GEAR (500) - Felix Construction EI&C to Modify/Add to the following MCC Buckets with a Mixture of Felix Construction Provided Parts (Miscellaneous Parts Outside of Comms Module & Overload) and Quantum Provided Parts (Comms Module & Overload): BF-MX-2351, BF-MX-2371, BF-MX-2352, BF-P-2351, BF-P-2352, BF-MX-2372, BF-P-2371, BF-P-2372, RW-P-2211, RW-P-2212, RW-P-2310, RW-P-2320, AA-BL-2151, AA-BL-2171, AA-BL-2630, AA-BL-2640, P-2814, MIX-0493/MIX-0498, MIX-2330, P-341, MIX-0483, Sed Basin 2 Sludge Collector, Sed Basin 2 Sludge Collector B, Sed Basin 2 Sludge Collector C, Sed Basin 3 Sludge Collector A, Sed Basin 3 Sludge Collector B, Sed Basin 3 Sludge Collector C, MIX-0482, P-2815, MIX-2340, Sed Basin 1 Sludge Collector A, Sed Basin 1 Sludge Collector B, Sed Basin 1 Sludge Collector C, WA-P-205, WA-P-206, BF Mixer, Thickened Sludge Pump M/Pump #1, Thickened Sludge Pump M/Pump #2, & Thickened Sludge Pump M/Pump #3. UPS SOW: Felix Construction EI&C to Provide and Install One (1) 100A MTS and Two (2) 100A Feeder Buckets.	√	**N/A**
6	INSTRUMENTATION (600) - Felix Construction EI&C to Provide & Install: Three (3) 20A Bolt on Circuit Breakers for New Power Circuits. Felix EI&C to Install (Only) Nine (9) New Power Quality Meter (PQM) & Filler Plates for the Following MCC's: PWTP-MCC-BF, PWTP-MCC-CB1, PWTP-MCC-CB2, PWTP-MCC-DIS, PWTP-MCC-PCB1, PWTP-MCC-PCB2, PWTP-MCC-SB1, PWTP-MCC-SB2, & PWTP-MCC-SH. Felix Construction EI&C to Modify/Add to the following Control Panel with a Mixture of Felix Construction Provided Parts (Miscellaneous Parts Outside of GMP-1 Components Provided by Quantum) and Quantum Provided Parts (GMP-1 Provided Components): PWTP-BS2201-PPL01 Controller 1, PWTP-BS2201-PPL01 Controller 2, PWTP-MX2230-PPL01, PWTP-P0141-PPL01, PWTP-P2201-PPL01, PWTP-P2202-PPL01, PWTP-PSD2251-PPL01, PWTP-PSD2252-PPL01, PWTP-FLT01-CPL01, PWTP-FLT02-CPL01, PWTP-FLT03-CPL01, PWTP-FLT04-CPL01, PWTP-FLT05-CPL01, PWTP-FLT06-CPL01, PWTP-FLT07-CPL01, PWTP-FLT08-CPL01, PWTP-FLT09-CPL01, PWTP-FLT10-CPL01, PWTP-FLT11-CPL01, PWTP-FLT12-CPL01, PWTP-ADM-CPL01, PWTP-BFL-CPL01, PWTP-BFL-PLY3401-CPL01, PWTP-BFL-PLY3401-PPL01, PWTP-ELE-CPL01, PWTP-ELE-CPL03, PWTP-PRE-CPL01, PWTP-PST-CPL01, PWTP-PST-NCL-CPL01, PWTP-SLG-CPL01, PWTP-FLT-BLR2151-CPL01, PWTP-FLT-BLR2171-CPL01, PWTP-BFL-CPL01, PWTP-HPP-CPL01, PMP-0342, TSS-COLL775, TSS-COLL875, & Thickened Sludge Building Sump Pump.	√	**N/A**
7	CONTROL AND PUMP PANELS (600) - Felix Construction EI&C to Provide and Install: Twenty Five (25) or As Required N4/N4X Junction & Pull Boxes w/ Associated Accessories for Terminations. Eight (8) New Network Panels: PWTP-ELE-CPL04, PWTP-FLC-CPL01, PWTP-FLT-CPL01, PWTP-PRE-CPL02, PWTP-PSD-CPL01, PWTP-SLG-CPL03, PWTP-INF-MET-CPL01, & PWTP-INF-MIX-CPL01. GMP-1 Components are Provided by Quantum for New Network Panels.	√	**N/A**
8	FABRICATION (700) - Felix Construction EI&C to Provide and Install 316 SS Strut and Hardware As-Required to Complete Electrical Installation.	√	**N/A**

Number	Description	By Felix E/I&C	By Others
9	OTHER MISC. (800) - Felix Construction EI&C to Provide DEMO per Plans. Felix EI&C to Provide Wire Coordination for All Control Panels. Felix EI&C to Provide and Install Conduit Tags, Equipment Tags, and New Wire Labels. Felix EI&C to Provide Contractor Start-Up and Owner/Engineer Start-Up Per Specifications. Felix EI&C to Provide Electronic Submittals and O&M's for All Felix EI&C Provided Equipment, Tests, MOPO's, and Field Reports. General Conditions Provided Equipment: Crane, Scissor Lift, Forklift, Two (2) 20' Storage Container, Project Manager Truck, & Supervisor Truck w/ Tools.	√	**N/A**
10	**Programming - Not Included in Bid. Jacobs to Provide All Programming.**	**N/A**	**N/A**
11	**Spare Parts - Not included in bid. Quantum to Provide All Spare Parts.**	**N/A**	**N/A**
12	Private Locating and Blue Stake	√	
13	Painting and Coatings		√
14	Shade Structures SES or other Exterior Locations		√
15	Coordination / Arc Flash Study	**Excluded**	**Excluded**
16	As-Built / Red Lines	√	
17	Start-up/Calibrate Felix supplied Controls and Instruments	√	
18	Testing and Commissioning	√	
19	Plant MOPO's	√	
20	Owner Site Training	√	
21	Concrete Pad's, Foundations, Curb's	√	
22	Concrete embed sill's and custom specialty items		√
23	Concrete Coring, Saw cutting and Surface Restoration	√	
24	Painting and Surface Restorations		√
25	Accelerated Schedules / Off Shift and Overtime Work	**Excluded**	**Excluded**
26	Trash Receptacles		√
27	Sanitary Facilities		√
28	Temporary Power		√
29	Construction Water		√
30	Permits / Permit Fees		√
31	Utility & Utility Fees		√
32	Taxes		√
	100 CIVIL	**$ 916,907.89**	
	200 CONDUIT SYSTEMS	**$ 762,201.48**	
	300 CABLE	**$ 148,513.18**	
	500 SWITCHGEAR/GENERATOR	**$ 135,785.81**	
	600 INSTRUMENTATION (PANELS & INSTRUMENT)	**$ 936,258.12**	
	700 - FABRICATION	**$ 36,691.73**	

Number	Description	By Felix E/I&C	By Others
	800 MISC (DEMO/EQUIPMENT/SUBMITTALS/TESTING)	**$ 1,467,792.58**	
	Total Including Insurance, & Bond	**$ 4,514,254.56**	
	Contingency - 10% of 300 & 600:		**$ 108,477.14**
	Contingency - Temporary Generator and Fuel:		**$ 252,300.00**
	Contingency - Additional New Control Panels or Enclosures - Labor, Materials, and Installation Included: **PWTP-CBN-SUP-P0481-PPL01:** (New Control Panel) Includes: NEMA 4X Disconnect Enclosure, Subpanel, Disconnect, Two (2) MCPs, Two (2) Contactors, Auxiliary Contacts, Two (2) Transformer, 3-Position Selector Switch's, Reset Push Buttons, Pilot Lights, Alarm Bell, Control Relays, Terminal Blocks, Ground Bar, Din-Rail, and Wireway. Control Panel Design/Plans Included. **PWTP-FLT01-P2101-1/2-PPL01:** (New Enclosure) One (1) NEMA 4X Disconnect Enclosure. Utilize Existing Controls and Subpanel. **PWTP-FLT02-P2102-1/2-PPL01:** (New Control Panel) Includes: NEMA 4X Disconnect Enclosure, Subpanel, Disconnect, Two (2) MCPs, Two (2) Contactors, Auxiliary Contacts, Two (2) Transformer, 3-Position Selector Switch's, Reset Push Buttons, Pilot Lights, Alarm Bell, Control Relays, Terminal Blocks, Ground Bar, Din-Rail, and Wireway. Control Panel Design/Plans Included. **PWTP-FLT08-P2108-3/4-PPL01:** (New Enclosure) One (1) NEMA 4X Disconnect Enclosure. Utilize Existing Controls and Subpanel. **PWTP-FLT08-P2108-PPL01:** (New Control Panel) Includes: NEMA 4X Disconnect Enclosure, Subpanel, Disconnect, Two (2) MCPs, Two (2) Contactors, Auxiliary Contacts, Two (2) Transformer, 3-Position Selector Switch's, Reset Push Buttons, Pilot Lights, Alarm Bell, Control Relays, Terminal Blocks, Ground Bar, Din-Rail, and Wireway. Control Panel Design/Plans Included. **PWTP-FLT09-P2109-1/2-PPL01:** (New Enclosure) One (1) NEMA 4X Disconnect Enclosure. Utilize Existing Controls and Subpanel.		**$ 275,000.00**
Signature:		**Date:**	
Estimator:	Zachary Watts (602) 814-3877		
	zachw@felixconstruction.com		

Proposal Clarifications

Project: Chandler Pecos SCADA Upgrades - Revised GMP2
Date: 3/25/2024
Revision: Rev 6

#	**Includes:**
1	Felix Construction GC to Provide Duct bank Excavation & Backfill, Asphalt Cut / Removal / Replacement, & Concrete Encased Duct Banks w/ out Rebar for the Following Runs: Raw Water Metering and Control Structure - To - Building E, Raw Water Mixing and Distribution Structure - To - Building E, Presedimentation Basin Area - To - Building E, Building E - To - Basin Area, and FW Pump Station No. 2 Buildings. Concrete Pads for Control Panels and UPS. As Required Concrete Coring & Patching. Private Locator for Each of the Above Runs.
2	**UG (2"):** PVC SCH 40 Conduit, PVC SCH 40 Couplings, PVC SCH 40 Female Adapter, PVC-CTD GRC 90-Degree Elbows, PVC SCH 40 End Bells, Base Chairs & Spacers. **AG (2", 1"):** EMT Conduit, EMT Couplings, EMT 90-Degree Elbows, EMT Connectors, GRC Conduit, GRC Couplings, GRC 90-Degree Elbows, GRC Myers Hub w/ Ground, GRC LB Conduit Body F-7, PVC-CTD GRC Conduit, PVC-CTD GRC Couplings, PVC-CTD GRC 90-Degree Elbows, PVC-CTD GRC Myers Hub w/ Ground, PVC-CTD GRC LB Conduit Body F-7, Anaconda Flex Conduit (UA), 45-Degree Flex Connector, Sealing Washer & Sealing Locknut, PVC-CTD GRC Conduit Straps.
3	Felix Construction EI&C to Provide and Install Two (2) 13" X 12" X 20" T15 Manholes w/ Extension & Lids (Electrical) & Two (2) 24" X 24" X 36" T15 Manholes w/ Extension & Lids (Electrical).
4	**Feeders:** #1/0 AWG XHHW CU (STR), #10 AWG XHHW CU (STR). Machine Coded Sleeves for All Cable. **Branch Circuits:** #14 AWG XHHW CU (STR), Belden 9318 (#18AWG/2 + Shield), Belden CAT6 Ethernet Cable w/ RJ45 Connectors. Machine Coded Sleeves for All Cable. **Grounding:** #4/0 AWG Bare CU (STR), Cadweld Plus - #150 Weld Cups, 3/4" X 10" Copper Ground Rod, Ground Wells & Lids.
5	Felix Construction EI&C to Modify/Add to the following MCC Buckets with a Mixture of Felix Construction Provided Parts (Miscellaneous Parts Outside of Comms Module & Overload) and Quantum Provided Parts (Comms Module & Overload): BF-MX-2351, BF-MX-2371, BF-MX-2352, BF-P-2351, BF-P-2352, BF-MX-2372, BF-P-2371, BF-P-2372, RW-P-2211, RW-P-2212, RW-P-2310, RW-P-2320, AA-BL-2151, AA-BL-2171, AA-BL-2630, AA-BL-2640, P-2814, MIX-0493/MIX-0498, MIX-2330, P-341, MIX-0483, Sed Basin 2 Sludge Collector, Sed Basin 2 Sludge Collector B, Sed Basin 2 Sludge Collector C, Sed Basin 3 Sludge Collector A, Sed Basin 3 Sludge Collector B, Sed Basin 3 Sludge Collector C, MIX-0482, P-2815, MIX-2340, Sed Basin 1 Sludge Collector A, Sed Basin 1 Sludge Collector B, Sed Basin 1 Sludge Collector C, WA-P-205, WA-P-206, BF Mixer, Thickened Sludge Pump M/Pump #1, Thickened Sludge Pump M/Pump #2, & Thickened Sludge Pump M/Pump #3. UPS SOW: Felix Construction EI&C to Provide and Install One (1) 100A MTS and Two (2) 100A Feeder Buckets.
6	Felix Construction EI&C to Provide & Install: Three (3) 20A Bolt on Circuit Breakers for New Power Circuits. Felix EI&C to Install (Only) Nine (9) New Power Quality Meter (PQM) & Filler Plates for the Following MCC's: PWTP-MCC-BF, PWTP-MCC-CB1, PWTP-MCC-CB2, PWTP-MCC-DIS, PWTP-MCC-PCB1, PWTP-MCC-PCB2, PWTP-MCC-SB1, PWTP-MCC-SB2, & PWTP-MCC-SH. Felix Construction EI&C to Modify/Add to the following Control Panel with a Mixture of Felix Construction Provided Parts (Miscellaneous Parts Outside of GMP-1 Components Provided by Quantum) and Quantum Provided Parts (GMP-1 Provided Components): PWTP-BS2201-PPL01 Controller 1, PWTP-BS2201-PPL01 Controller 2, PWTP-MX2230-PPL01, PWTP-P0141-PPL01, PWTP-P2201-PPL01, PWTP-P2202-PPL01, PWTP-PSD2251-PPL01, PWTP-PSD2252-PPL01, PWTP-FLT01-CPL01, PWTP-FLT02-CPL01, PWTP-FLT03-CPL01, PWTP-FLT04-CPL01, PWTP-FLT05-CPL01, PWTP-FLT06-CPL01, PWTP-FLT07-CPL01, PWTP-FLT08-CPL01, PWTP-FLT09-CPL01, PWTP-FLT10-CPL01, PWTP-FLT11-CPL01, PWTP-FLT12-CPL01, PWTP-ADM-CPL01, PWTP-BFL-CPL01, PWTP-BFL-PLY3401-CPL01, PWTP-BFL-PLY3401-PPL01, PWTP-ELE-CPL01, PWTP-ELE-CPL03, PWTP-PRE-CPL01, PWTP-PST-CPL01, PWTP-PST-NCL-CPL01, PWTP-SLG-CPL01, PWTP-FLT-BLR2151-CPL01, PWTP-FLT-BLR2171-CPL01, PWTP-BFL-CPL01, PWTP-HPP-CPL01, PMP-0342, TSS-COLL775, TSS-COLL875, & Thickened Sludge Building Sump Pump.
8	Felix Construction EI&C to Provide and Install: Twenty Five (25) or As Required N4/N4X Junction & Pull Boxes w/ Associated Accessories for Terminations. Eight (8) New Network Panels: PWTP-ELE-CPL04, PWTP-FLC-CPL01, PWTP-FLT-CPL01, PWTP-PRE-CPL02, PWTP-PSD-CPL01, PWTP-SLG-CPL03, PWTP-INF-MET-CPL01, & PWTP-INF-MIX-CPL01. GMP-1 Components are Provided by Quantum for New Network Panels.
9	Felix Construction EI&C Provide and Install 316 SS Strut and Hardware As-Required to Complete Electrical Installation.

10 Felix Construction EI&C Provide Demolition on the Following Panels & Buckets: PWTP-MCC-BF PQM, PWTP-MCC-CB1 PQM, PWTP-MCC-CB2 PQM, PWTP-MCC-PCB1 PQM, PWTP-MCC-PCB2 PQM, PWTP-MCC-SB1 PQM, PWTP-MCC-SB2 PQM, PWTP-MCC-SH PQM, BF-MX-2351 MCC BUCKET, BF-MX-2371 MCC BUCKET, BF-MX-2352 MCC BUCKET, BF-P-2351 MCC BUCKET, BF-P-2352 MCC BUCKET, BF-MX-2372 MCC BUCKET, BF-P-2371 MCC BUCKET, BF-P-2372 MCC BUCKET, RW-P-2211 MCC BUCKET, RW-P-2212 MCC BUCKET, RW-P-2310 MCC BUCKET, RW-P-2320 MCC BUCKET, AA-BL-2151 MCC BUCKET, AA-BL-2171 MCC BUCKET, AA-BL-2630 MCC BUCKET, AA-BL-2640 MCC BUCKET, P-2814 MCC BUCKET, MIX-0493/0498 MCC BUCKET, MIX-2330 MCC BUCKET, P-341 MCC BUCKET, MIX-0483 MCC BUCKET, SED BASIN 2 SLUDGE COLLECTOR A, SED BASIN 2 SLUDGE COLLECTOR B, SED BASIN 2 SLUDGE COLLECTOR C, SED BASIN 3 SLUDGE COLLECTOR A, SED BASIN 3 SLUDGE COLLECTOR B, SED BASIN 3 SLUDGE COLLECTOR C, MIX-0482 MCC BUCKET, P-2815 MCC BUCKET, MIX-2340 MCC BUCKET, SED BASIN 1 SLUDGE COLLECTOR A, SED BASIN 1 SLUDGE COLLECTOR B, SED BASIN 1 SLUDGE COLLECTOR C, WA-P-205 MCC BUCKET, WA-P-206 MCC BUCKET, BF MIXER MOTOR MCC BUCKET, THICKENED SLUDGE PUMP M/PUMP #1, THICKENED SLUDGE PUMP M/PUMP #2, THICKENED SLUDGE PUMP M/PUMP #3, PWTP-BS2201-PPL01, PWTP-BS2201-PPL01, PWTP-MX2230-PPL01, PWTP-P0141-PPL01, PWTP-P2201-PPL01, PWTP-P2202-PPL01, PWTP-PSD2251-PPL01, PWTP-PSD2252-PPL01, PWTP-FLT01-CPL01, PWTP-FLT02-CPL01, PWTP-FLT03-CPL01, PWTP-FLT04-CPL01, PWTP-FLT05-CPL01, PWTP-FLT06-CPL01, PWTP-FLT07-CPL01, PWTP-FLT08-CPL01, PWTP-FLT09-CPL01, PWTP-FLT10-CPL01, PWTP-FLT11-CPL01, PWTP-FLT12-CPL01, PWTP-ADM-CPL01, PWTP-BFL-CPL01, PWTP-BFL-PLY3401-CPL01, PWPT-BFL-PLY3401-PPL01, PWTP-ELE-CPL01, PWTP-ELE-CPL03, PWTP-PRE-CPL01, PWTP-PST-CPL01, PWTP-PST-NCL-CPL01, PWPT-SLG-CPL01, PWTP-FLT-BLR2151-CPL01, PWTP-FLT-BLR2171-CPL01, PWTP-BFL-CPL01, & PWTP-HPP-CPL01, PMP-0342, TSS-COLL775, TSS-COLL875, & Thickened Sludge Building Sump Pump.

11 Felix Construction EI&C to Provide DEMO per Plans. Felix EI&C to Provide Wire Coordination for All Control Panels. Felix EI&C to Provide and Install Conduit Tags, Equipment Tags, and New Wire Labels. Felix EI&C to Provide Contractor Start-Up and Owner/Engineer Start-Up Per Specifications. Felix EI&C to Provide Electronic Submittals and O&M's for All Felix EI&C Provided Equipment, Tests, MOPO's, and Field Reports. General Conditions Provided Equipment: Crane, Scissor Lift, Forklift, Two (2) 20' Storage Container, Project Manager Truck, & Supervisor Truck w/ Tools.

12 Insurance & Bond included in Proposal.

Excludes:

1 ALL PLC/OIT/SCADA Software, Licenses, and Programming - Provided by Jacobs.
2 ALL Spare Parts - Provided by Quantum.
3 ALL Fiber Work - Provided by Others: Trenching, Encased Duct Bank, Handholes, UG Conduit, Fiber Cable, and Connections.
4 Modicon PLC Components, Cisco Ethernet Components, Schneider Smart Overloads, and VFD Communications Card - Provided by Quantum.
5 UL Services for Existing/Modified Control Panels and Buckets - Utilizing UL Compliant Components.
6 New MCC Buckets & New Control Panels that were Labeled Modified.
7 New Drawings for Existing Control Panel or MCC Buckets - New Drawings will be Provided with New Control Panel.
8 Any Additional Demolition Not Listed in Construction Plans.
9 Any Additional Civil Work Not Listed in Construction Plans or Quantum's Scope of Work.
10 All/Any Process Instrumentation Such As: LIT's, FIT's, PIT's, AIT's, Level/Pressure Switch's, Etc. Instrumentation Not Part of Project.
11 New MCC's, MCC Buckets, Power Distribution Panels, & Low Voltage Panels.
12 Permit fee's (we will treat them as a pass-thru)
13 Anything Not Listed Includes or Quoted Scope of Work.
14 Felix Construction GC Exclusions: Dust Control, Slurry, Material Testing, & Construction Site Walk.
15 New Temporary Power Panel Board - Should be Existing and in Good Shape.
16 Sanitary Facilities - Provided by Archer Western.
17 Office Trailer - Provided by Archer Western.
18 Temporary Power for Two (2) Office Trailers - This Scope of Work to be Provided as an Allowance by Archer Western.
19 Sales Tax - Provided by Archer Western.
20 New UPS - Provided by Others, Felix Construction to Provide Installation.

Clarifications:

1 Due to current market volatility, material pricing is subject to the terms stated on the included material quotes, some of which may establish that final pricing will be determined at the time of shipment.
2 UL Services will be Provided for New Control Panels - Existing Control Panels and MCC Buckets will NOT be Re-UL'ed, UL Compliant Components will be Provided.
3 SCADA, PLC, OIT, & Communication will be Programmed by Jacobs.
4 ALL Fiber Work will be Completed by Others.
5 ALL GMP1 Components and Spare Parts will be Provided by Quantum.
6 Construction Plans are Intended to be Utilized as New Drawings for Existing Control Panels & MCC Buckets
7 Temporary Power for Two (2) Office Trailers to be Provided in an Allowance.

Price Assumes:

1 Other Project Partners, Contractors, and Sub-Contractors Such As Jacobs, Archer Western, and Tel-Tech to Provide Their Contracted Scope of Work.
2 All Provided Material from GMP1 is Accounted for, Stored in Climate Controlled and Dry Environment, Staged in Organized Fashion, and Ready for Installation.
3 Periodic Billing.

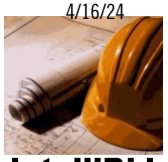
#	**Assumes Owner to Provide:**
1	Access to the site

#	**Project Contingency Usage:**
1	10% of Cost Code 300 - Cable & Wire - Contingency Carried by Archer Western.
2	10% of Cost Code 600 - Control Panels (Including Additional Control Panels) - Contingency Carried by Archer Western.
3	Temporary Generator and Fuel - Contingency Carried by Archer Western.
4	**Previously Excluded Control Panels:** Felix Construction EI&C to Provide and Install New Control Panels or New Enclosures for the Following Panels: PWTP-CBN-SUP-P0481-PPL01,PWTP-FLT01-P2101-1/2-PPL01, PWTP-FLT02-P2102-1/2-PPL01,PWTP-FLT08-P2108-3/4-PPL01, PWTP-FLT08-P2108-PPL01,& PWTP-FLT09-P2109-1/2-PPL01 - Contingency Carried by Archer Western.

#	**Project Allowance Details:**
1	Temporary Power for Two (2) Office Trailers - Allowance Carried by Archer Western.

Job ID: JOB-0119
Project: Chandler Pecos SCADA Upgrades - GMP2 - REV6
City of Chandler

Chandler AZ



IntelliBid

Bid Phase Totals

25 Mar 2024 20:16:09

Tax Rate status: Default **Bid Name:** DEFAULT BID **Bid Template:** BASIC (EXPANDED O&P) V5

	Material $	Labor Hrs	Labor $	Quotes $	Equip. $	Sub-Con. $	Phase Total $
100 - CIVIL > EXCAVATION	184,368.36	-	-	-	-	-	184,368.36
100 - CIVIL > GRAVEL / ABC	305,392.51	-	-	-	-	-	305,392.51
100 - CIVIL > CONCRETE	243,169.17	366.00	47,533.92	-	-	-	290,703.09
100 - CIVIL > RENTAL	130,906.59	17.00	2,207.89	-	-	-	133,114.48
100 - CIVIL > PRIVATE LOCATOR	2,680.07	5.00	649.38	-	-	-	3,329.45
Subtotal: 100 - CIVIL	**866,516.70**	**388.00**	**50,391.18**	**-**	**-**	**-**	**916,907.89**
200 - CONDUIT SYSTEMS > UG	17,816.28	176.82	22,964.65	-	-	-	40,780.93
200 - CONDUIT SYSTEMS > ABOVE GRADE	323,721.18	3,062.15	397,699.37	-	-	-	721,420.55
Subtotal: 200 - CONDUIT SYSTEMS	**341,537.46**	**3,238.97**	**420,664.02**	**-**	**-**	**-**	**762,201.48**
300 - CABLE > FEEDERS	16,708.06	143.80	18,676.15	-	-	-	35,384.21
300 - CABLE > BRANCH-CTRL-INST	29,391.11	545.00	70,781.69	-	-	-	100,172.80
300 - CABLE > GROUNDING	8,865.08	31.50	4,091.09	-	-	-	12,956.17
Subtotal: 300 - CABLE	**54,964.25**	**720.30**	**93,548.93**	**-**	**-**	**-**	**148,513.18**
500 - SWITCHGEAR > SWITCHGEAR	80,848.33	423.00	54,937.49	-	-	-	135,785.81
Subtotal: 500 - SWITCHGEAR	**80,848.33**	**423.00**	**54,937.49**	**-**	**-**	**-**	**135,785.81**
600 - INSTRUMENTATION > PANELS	285,533.88	369.00	47,924.19	-	-	-	333,458.07
600 - INSTRUMENTATION > INSTRUMENTS	474,094.37	990.99	128,705.68	-	-	-	602,800.05
Subtotal: 600 - INSTRUMENTATION	**759,628.25**	**1,359.99**	**176,629.87**	**-**	**-**	**-**	**936,258.12**
700 - FABRICATION > MOUNTING RACKS	18,103.25	143.13	18,588.48	-	-	-	36,691.73
Subtotal: 700 - FABRICATION	**18,103.25**	**143.13**	**18,588.48**	**-**	**-**	**-**	**36,691.73**
800 - OTHER / MISC. > DEMO	-	761.00	98,835.53	-	-	-	98,835.53
800 - OTHER / MISC. > EQUIPMENT	11,090.99	2.00	259.49	-	347,103.92	-	358,454.40

Bid Phase Totals: Chandler Pecos SCADA Upgrades - GMP2 - REV6 25 Mar 2024 8:16PM

	Material $	Labor Hrs	Labor $	Quotes $	Equip. $	Sub-Con. $	Phase Total $
800 - OTHER / MISC. > O&M MANUALS	5,955.71	200.00	25,975.17	-	-	-	31,930.89
800 - OTHER / MISC. > AS-BUILTS	-	3,294.00	427,811.09	-	-	-	427,811.09
800 - OTHER / MISC. > TESTING	159,795.37	2,610.30	339,014.96	-	-	-	498,810.33
800 - OTHER / MISC. > SUBMITTALS	-	400.00	51,950.34	-	-	-	51,950.34
Subtotal: 800 - OTHER / MISC.	**176,842.08**	**7,267.30**	**943,846.59**	**-**	**347,103.92**	**-**	**1,467,792.58**
Bid Total:	**2,298,440.31**	**13,540.67**	**1,758,606.57**	**-**	**347,103.92**	**-**	**4,404,150.79**

As-Built Includes:
- Construction Plans & Work Package Red-Lines for Jacobs As-Built.
- Wire, Process, & Hot Work Coordination.

Testing Includes:
- Contractor Testing
- Client and Engineer Start-Up
- MOPO Development, Review, and Implementation
- Overtime Hours

Additional As-Built & MOPO Clarification:
As-Built, MOPO, and Testing – Red-Line Plan Set Drawings, Provide UL508A As-Built of Felix Provided Control Panels, Process Coordination with City of Chandler, Jacobs, and Archer Western – Identify affected processes and develop plan to maintain plant operations, and Wire Coordination – Identify all conductors and devices for IO testing and Conductor Labeling. Create MOPO based on information gathered, review with team, rehearse with City personnel, implement MOPO, conduct IO Checked as identified previously, apply labeling, and verify Functionality of Hardware/Programming Modifications.

Job ID: JOB-0119
Project: Chandler Pecos SCADA Upgrades - GMP2 - REV6
City of Chandler

Chandler AZ

Takeoff

25 Mar 2024 20:17:25

Phase: 100 - CIVIL
└**SubPhase:** EXCAVATION

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
	0.00				**QUOTED BY FELIX GC**						
448	1.00		M		DUCT BANK EX/BACKFILL	154,782.7600	1.0000	154,782.76	0.0000	1.0000	0.00
					Phase Totals:			**154,782.76**			**0.00**

Phase: 100 - CIVIL
└**SubPhase:** GRAVEL / ABC

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
	0.00				**QUOTED BY FELIX GC**						
449	1.00		M		ASPHALT CUT/REMOVE/REPLACE	256,386.1600	1.0000	256,386.16	0.0000	1.0000	0.00
					Phase Totals:			**256,386.16**			**0.00**

Phase: 100 - CIVIL
└**SubPhase:** CONCRETE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
	0.00				**ENCASEMENT 1: OVERALL ENCASEMENT**						
	0.00				**W X D X L = CF CF/27 = CY**						
	0.00				**2 X 3 X 600 = 3600 CF 3600CF/27 = 133.33CY**						
849	134.00	EA	M	CONC DB RED	Concrete Encasement - DB Red CY	299.0000	1.0000	40,066.00	0.4925	1.0000	66.00
	0.00										
	0.00				**CONCRETE CORING**						
417	50.00		M		CONCRETE CORING	975.0000	1.0000	48,750.00	3.1000	1.0000	155.00
	0.00				**CONCRETE CORE PATCH**						
	0.00				**CONCRETE CORE FILLER/SEALANT**						
650	50.00		M		GRAY CONCRETE/MORTAR FILLER/SEALANT	7.5000	1.0000	375.00	1.0000	1.0000	50.00
651	50.00		M		CONCRETE PATCHING COMPOUND	10.0000	1.0000	500.00	1.0000	1.0000	50.00

Phase: 100 - CIVIL
SubPhase: CONCRETE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
	0.00										
	0.00				**CONTROL PANEL CONCRETE PAD - QUOTED BY FELIX GC**						
450	9.00	M			CONTROL PANEL CONCRETE PAD	11,445.6800	1.0000	103,011.12	0.0000	1.0000	0.00
	0.00				**One (1) Concrete House Keeping Pad - Additional Scope for New UPS**						
450	1.00	M			CONTROL PANEL CONCRETE PAD	11,445.6800	1.0000	11,445.68	0.0000	1.0000	0.00
	0.00				**One (1) New UPS House Keeping Pad - Additional Labor for Difficult Location**						
682	1.00	M			Concrete Labor - UPS House Keeping Pad	0.0000	1.0000	0.00	45.0000	1.0000	45.00
					Phase Totals:			**204,147.80**			**366.00**

Phase: 100 - CIVIL
SubPhase: RENTAL

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
	0.00				**Scissor Lift Rental**						
641	1.00	M			SCISSOR LIFT	5,000.0000	1.0000	5,000.00	0.0000	1.0000	0.00
646	2.00	M			PICK UP & DROP OFF	400.0000	1.0000	800.00	1.0000	1.0000	2.00
	0.00				**Felix Owned Flat Bed Truck - New Panel Delivery**						
644	9.00	M			FLAT BED TRUCK - RATE	1,500.0000	1.0000	13,500.00	1.0000	1.0000	9.00
	0.00				**Storage Container Rental and Pickup - 20' Container X 2**						
645	36.00	M		20'	20' STORAGE CONTAINER (X2) (MONTHLY)	750.0000	1.0000	27,000.00	0.0000	1.0000	0.00
646	4.00	M			PICK UP & DROP OFF	400.0000	1.0000	1,600.00	1.0000	1.0000	4.00
	0.00				**19' Telehandler Forklift - Herc Rental - Monthly**						
647	9.00	M			19' TELEHANDLER FORKLIFT	6,800.0000	1.0000	61,200.00	0.0000	1.0000	0.00
646	2.00	M			PICK UP & DROP OFF	400.0000	1.0000	800.00	1.0000	1.0000	2.00
					Phase Totals:			**109,900.00**			**17.00**

Phase: 100 - CIVIL
SubPhase: PRIVATE LOCATOR

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
45	5.00	M			Private Locator	450.0000	1.0000	2,250.00	1.0000	1.0000	5.00
					Phase Totals:			**2,250.00**			**5.00**

Phase: 200 - CONDUIT SYSTEMS
SubPhase: UG

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
	0.00				**NEW POWER RUNS IDENTIFIED BY QUANTUM**						
10168	1,200.00	FT	M	2	PVC SCH 40	2.7600	1.0000	3,312.00	0.0800	1.0000	96.00
31408	120.00	EA	M	2	PVC COUPLING	2.1100	1.0000	253.20	0.3000	1.0000	36.00
31356	12.00	EA	M	2	PVC FEMALE ADAPTER	1.9000	1.0000	22.80	0.3000	1.0000	3.60
20965	12.00	EA	M	2	PVC-CTD GRC 90-ELBOW	92.8000	1.0000	1,113.60	1.2000	1.0000	14.40
31353	12.00	EA	M	2	PVC END BELLS	5.7600	1.0000	69.12	0.2300	1.0000	2.76
	0.00				**Accessories**						
44	120.00		M		BASE CHAIRS - SPACERS	2.3500	1.0000	282.00	0.0200	1.0000	2.40
737	5.00	EA	M	3000 2500lb	MULE TAPE	155.3100	1.0000	776.55	0.0000	1.0000	0.00
738	5.00	EA	M	6500	JET LINE	52.0000	1.0000	260.00	0.0000	1.0000	0.00
40043	5.00	OZ	M	OUNCE	PVC (GLUE) CEMENT	17.7200	1.0000	88.60	0.0120	1.0000	0.06
779	5.00	QT	M	QUART	PVC PRIMER	16.1300	1.0000	80.65	0.0000	1.0000	0.00
4000288	1,500.00	FT	M	3"	RED ELECTRIC LINE CAUTION TAPE	0.2300	1.0000	345.00	0.0036	1.0000	5.40
	0.00				**HANDHOLE - HUBBELL - PG1118BA12**						
	0.00				**SECOND HANDHOLE USED AS AN EXTENSION.**						
397	4.00		M	13.38"X12"X20.25"	HANDHOLE - PG1118BA12	411.0000	1.0000	1,644.00	2.0000	1.0000	8.00
398	2.00		M	11" X 18" X 1.75"	HANDHOLE - PG1118HH0017	406.8900	1.0000	813.78	0.0500	1.0000	0.10
	0.00				**Handhole - Hubbell - PG2436BA24**						
402	2.00		M		HANDHOLE - PG2436BA24	1,371.1900	1.0000	2,742.38	2.0000	1.0000	4.00
403	2.00		M		EXTENSION - PG2436ED04	696.1300	1.0000	1,392.26	2.0000	1.0000	4.00
404	2.00		M		LID - PG2436HA0083	880.6800	1.0000	1,761.36	0.0500	1.0000	0.10
					Phase Totals:			**14,957.30**			**176.82**

Phase: 200 - CONDUIT SYSTEMS
SubPhase: ABOVE GRADE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
	0.00				**PWTP-ADM-CB2 TO PWTP-ADM-CB1 - CAT6**						
10002	30.00	FT	M	1	GRC	6.0088	1.0000	180.26	0.0700	1.0000	2.10
30002	3.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	10.38	0.0200	1.0000	0.06
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	3.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.60
	0.00				**PWTP-ADM-CB1 TO PWTP-ADM-CPL01 - CAT6**						
10002	150.00	FT	M	1	GRC	6.0088	1.0000	901.32	0.0700	1.0000	10.50

Phase: 200 - CONDUIT SYSTEMS
SubPhase: ABOVE GRADE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
30002	15.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	51.90	0.0200	1.0000	0.30
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30212	1.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	24.31	0.8000	1.0000	0.80
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	15.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	3.00
	0.00				**PWTP-ADM-CB2 TO PWTP-ADM-CPL01 - CAT6**						
10002	150.00	FT	M	1	GRC	6.0088	1.0000	901.32	0.0700	1.0000	10.50
30002	15.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	51.90	0.0200	1.0000	0.30
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30212	1.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	24.31	0.8000	1.0000	0.80
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	15.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	3.00
	0.00				**PWTP-ADM-CB1 TO PWTP-ADM-CPL01 - POWER**						
10002	150.00	FT	M	1	GRC	6.0088	1.0000	901.32	0.0700	1.0000	10.50
30002	15.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	51.90	0.0200	1.0000	0.30
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30212	1.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	24.31	0.8000	1.0000	0.80
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	15.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	3.00
	0.00				**PWTP-ADM-CB2 TO PWTP-ADM-CPL01 - POWER**						
10002	150.00	FT	M	1	GRC	6.0088	1.0000	901.32	0.0700	1.0000	10.50
30002	15.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	51.90	0.0200	1.0000	0.30
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30212	1.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	24.31	0.8000	1.0000	0.80
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	15.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	3.00
	0.00				**PWTP-BFL-CPL01 TO AFD-BSL-P-2383 - CAT6**						
10002	30.00	FT	M	1	GRC	6.0088	1.0000	180.26	0.0700	1.0000	2.10
30002	3.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	10.38	0.0200	1.0000	0.06
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30212	2.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	48.62	0.8000	1.0000	1.60
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	3.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.60
	0.00				**PWTP-BFL-CPL01 TO AFD-BSL-P-2382 - CAT6**						

Phase: 200 - CONDUIT SYSTEMS
SubPhase: ABOVE GRADE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
10002	30.00	FT	M	1	GRC	6.0088	1.0000	180.26	0.0700	1.0000	2.10
30002	3.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	10.38	0.0200	1.0000	0.06
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30212	2.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	48.62	0.8000	1.0000	1.60
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	3.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.60
	0.00				**PWTP-BFL-CPL01-CPP01 TO AFD-BSL-P-2381 - CAT6**						
10002	40.00	FT	M	1	GRC	6.0088	1.0000	240.35	0.0700	1.0000	2.80
30002	4.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	13.84	0.0200	1.0000	0.08
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30212	2.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	48.62	0.8000	1.0000	1.60
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	4.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.80
	0.00				**PWTP-BFL-CPL01-CPP01 TO AFD-RW-P-2305 - CAT6**						
10002	30.00	FT	M	1	GRC	6.0088	1.0000	180.26	0.0700	1.0000	2.10
30002	3.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	10.38	0.0200	1.0000	0.06
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30212	2.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	48.62	0.8000	1.0000	1.60
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	3.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.60
	0.00				**PWTP-BFL-CPL01-CPP01 TO AFD-RW-P-2306 - CAT6**						
10002	20.00	FT	M	1	GRC	6.0088	1.0000	120.18	0.0700	1.0000	1.40
30002	2.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	6.92	0.0200	1.0000	0.04
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	2.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.40
	0.00				**PWTP-BFL-CPL01-CPP01 TO AFD-RW-2307 - CAT6**						
10002	30.00	FT	M	1	GRC	6.0088	1.0000	180.26	0.0700	1.0000	2.10
30002	3.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	10.38	0.0200	1.0000	0.06
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30212	2.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	48.62	0.8000	1.0000	1.60
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	3.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.60
	0.00				**PWTP-BFL-CPL01-CPP01 TO BFTRAIN5MM - CAT6**						

Phase: 200 - CONDUIT SYSTEMS
SubPhase: ABOVE GRADE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
10002	50.00	FT	M	1	GRC	6.0088	1.0000	300.44	0.0700	1.0000	3.50
30002	5.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	17.30	0.0200	1.0000	0.10
20023	3.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	32.12	0.5000	1.0000	1.50
30212	3.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	72.93	0.8000	1.0000	2.40
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	5.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	1.00
	0.00				**PWTP-BFL-CPL01-CPP01 TO BFTRAIN4MM - CAT6**						
10002	60.00	FT	M	1	GRC	6.0088	1.0000	360.53	0.0700	1.0000	4.20
30002	6.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	20.76	0.0200	1.0000	0.12
20023	3.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	32.12	0.5000	1.0000	1.50
30212	3.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	72.93	0.8000	1.0000	2.40
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	6.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	1.20
	0.00				**PWTP-BFL-CPL01-CPP01 TO PWTP-MCC-BF-CPP01 - CAT6 (1)**						
10002	40.00	FT	M	1	GRC	6.0088	1.0000	240.35	0.0700	1.0000	2.80
30002	4.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	13.84	0.0200	1.0000	0.08
20023	3.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	32.12	0.5000	1.0000	1.50
30212	3.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	72.93	0.8000	1.0000	2.40
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	4.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.80
	0.00				**PWTP-BFL-CPL01-CPP01 TO PWTP-MCC-BF-CPP01 - CAT6 (2)**						
10002	40.00	FT	M	1	GRC	6.0088	1.0000	240.35	0.0700	1.0000	2.80
30002	4.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	13.84	0.0200	1.0000	0.08
20023	3.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	32.12	0.5000	1.0000	1.50
30212	3.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	72.93	0.8000	1.0000	2.40
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	4.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.80
	0.00				**PWTP-BFL-CPL01-CPP01 TO PWTP-MCC-BF-CPP02 - CAT6**						
10002	60.00	FT	M	1	GRC	6.0088	1.0000	360.53	0.0700	1.0000	4.20
30002	6.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	20.76	0.0200	1.0000	0.12
20023	3.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	32.12	0.5000	1.0000	1.50
30212	3.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	72.93	0.8000	1.0000	2.40

Phase: 200 - CONDUIT SYSTEMS
SubPhase: ABOVE GRADE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	6.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	1.20
	0.00				**PWTP-BFL-CPL01-CPP01 TO BFTRAIN5SS - CAT6**						
10002	70.00	FT	M	1	GRC	6.0088	1.0000	420.62	0.0700	1.0000	4.90
30002	7.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	24.22	0.0200	1.0000	0.14
20023	3.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	32.12	0.5000	1.0000	1.50
30212	3.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	72.93	0.8000	1.0000	2.40
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	7.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	1.40
	0.00				**PWTP-BFL-CPL01-CPP01 TO BFTRAIN4SS - CAT6**						
10002	70.00	FT	M	1	GRC	6.0088	1.0000	420.62	0.0700	1.0000	4.90
30002	7.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	24.22	0.0200	1.0000	0.14
20023	3.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	32.12	0.5000	1.0000	1.50
30212	3.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	72.93	0.8000	1.0000	2.40
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	7.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	1.40
	0.00				**PWTP-BFL-CPL01-CPP01 TO PWTP-BFL-CPL02-CPP01 - CAT6 (1)**						
10002	20.00	FT	M	1	GRC	6.0088	1.0000	120.18	0.0700	1.0000	1.40
30002	2.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	6.92	0.0200	1.0000	0.04
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	2.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.40
	0.00				**PWTP-BFL-CPL01-CPP01 TO PWTP-BFL-CPL02-CPP01 - CAT6 (2)**						
10002	20.00	FT	M	1	GRC	6.0088	1.0000	120.18	0.0700	1.0000	1.40
30002	2.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	6.92	0.0200	1.0000	0.04
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	2.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.40
	0.00				**PWTP-BFL-CPL01-CPP01 TO PWTP-BFL-PLY-CPL01-CPP01 - CAT6 (1)**						
10002	60.00	FT	M	1	GRC	6.0088	1.0000	360.53	0.0700	1.0000	4.20
30002	6.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	20.76	0.0200	1.0000	0.12
20023	3.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	32.12	0.5000	1.0000	1.50

Phase: 200 - CONDUIT SYSTEMS
SubPhase: ABOVE GRADE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
30212	3.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	72.93	0.8000	1.0000	2.40
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	6.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	1.20
	0.00				**PWTP-BFL-CPL01-CPP01 TO PWTP-BFL-PLY-CPL01-CPP01 - CAT6 (2)**						
10002	60.00	FT	M	1	GRC	6.0088	1.0000	360.53	0.0700	1.0000	4.20
30002	6.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	20.76	0.0200	1.0000	0.12
20023	3.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	32.12	0.5000	1.0000	1.50
30212	3.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	72.93	0.8000	1.0000	2.40
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	6.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	1.20
	0.00				**PWTP-BFL-CPL01-CPP01 TO PWTP-BFL-PLY-CPL01-CPP01 - CAT6 (3)**						
10002	60.00	FT	M	1	GRC	6.0088	1.0000	360.53	0.0700	1.0000	4.20
30002	6.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	20.76	0.0200	1.0000	0.12
20023	3.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	32.12	0.5000	1.0000	1.50
30212	3.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	72.93	0.8000	1.0000	2.40
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	6.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	1.20
	0.00				**PWTP-MCC-BF-CPP01 TO PWTP-MCC-BF-CPP02 - CAT6**						
10002	10.00	FT	M	1	GRC	6.0088	1.0000	60.09	0.0700	1.0000	0.70
30002	1.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	3.46	0.0200	1.0000	0.02
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	1.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.20
	0.00				**PWTP-MCC-BF-WEST TO PWTP-BFL-CPL01 - POWER**						
10002	50.00	FT	M	1	GRC	6.0088	1.0000	300.44	0.0700	1.0000	3.50
30002	5.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	17.30	0.0200	1.0000	0.10
20023	3.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	32.12	0.5000	1.0000	1.50
30212	3.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	72.93	0.8000	1.0000	2.40
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	5.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	1.00
	0.00				**PWTP-ELE-CPL03-CPP01 TO PWTP-ELE-CPL01-CPP01 - CAT6**						
10005	70.00	FT	M	2	GRC	12.4408	1.0000	870.86	0.1100	1.0000	7.70

Phase: 200 - CONDUIT SYSTEMS
SubPhase: ABOVE GRADE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
30005	7.00	EA	M	2	GRC/IMC COUPLING	6.2084	1.0000	43.46	0.0300	1.0000	0.21
20026	2.00	EA	M	2	GRC 90-DEG ELBOW	26.2928	1.0000	52.59	1.0000	1.0000	2.00
30215	2.00	EA	M	2	GRC LB CONDUIT BODY FORM 8	76.5700	1.0000	153.14	2.0000	1.0000	4.00
30158	2.00	EA	M	2	MYERS THREADED GROUNDING HUB	28.5854	1.0000	57.17	0.8500	1.0000	1.70
10565	7.00	EA	M	2	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.4000	1.0000	2.80
	0.00				**PWTP-ELE-CPL03-CPP01 TO PWTP-ELE-MCC02-CPP01 - CAT6**						
10002	30.00	FT	M	1	GRC	6.0088	1.0000	180.26	0.0700	1.0000	2.10
30002	3.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	10.38	0.0200	1.0000	0.06
20023	3.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	32.12	0.5000	1.0000	1.50
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	3.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.60
	0.00				**PWTP-ELE-CPL03-CPP01 TO PWTP-ELE-MCC01-CPP01 - CAT6**						
10005	50.00	FT	M	2	GRC	12.4408	1.0000	622.04	0.1100	1.0000	5.50
30005	5.00	EA	M	2	GRC/IMC COUPLING	6.2084	1.0000	31.04	0.0300	1.0000	0.15
20026	3.00	EA	M	2	GRC 90-DEG ELBOW	26.2928	1.0000	78.88	1.0000	1.0000	3.00
30158	2.00	EA	M	2	MYERS THREADED GROUNDING HUB	28.5854	1.0000	57.17	0.8500	1.0000	1.70
10565	5.00	EA	M	2	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.4000	1.0000	2.00
	0.00				**PWTP-ELE-CPL03-CPP01 TO PWTP-ELE-CPL04-CPP01 - CAT6**						
10005	40.00	FT	M	2	GRC	12.4408	1.0000	497.63	0.1100	1.0000	4.40
30005	4.00	EA	M	2	GRC/IMC COUPLING	6.2084	1.0000	24.83	0.0300	1.0000	0.12
20026	3.00	EA	M	2	GRC 90-DEG ELBOW	26.2928	1.0000	78.88	1.0000	1.0000	3.00
30158	2.00	EA	M	2	MYERS THREADED GROUNDING HUB	28.5854	1.0000	57.17	0.8500	1.0000	1.70
10565	4.00	EA	M	2	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.4000	1.0000	1.60
	0.00				**PWTP-ELE-MCC01-CPP01 TO PWTP-ELE-CPL04-CPP01 - CAT6**						
10002	60.00	FT	M	1	GRC	6.0088	1.0000	360.53	0.0700	1.0000	4.20
30002	6.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	20.76	0.0200	1.0000	0.12
20023	3.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	32.12	0.5000	1.0000	1.50
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	6.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	1.20
	0.00				**PWTP-ELE-CPL04-CPP01 TO PWTP-ELE (ITEM 11) - CAT6**						
10002	40.00	FT	M	1	GRC	6.0088	1.0000	240.35	0.0700	1.0000	2.80

Phase: 200 - CONDUIT SYSTEMS
SubPhase: ABOVE GRADE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
30002	4.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	13.84	0.0200	1.0000	0.08
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30212	2.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	48.62	0.8000	1.0000	1.60
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	4.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.80
	0.00				**PWTP-ELE-CPL04-CPP01 TO PWTP-ELE (ITEM 12) - CAT6**						
10002	30.00	FT	M	1	GRC	6.0088	1.0000	180.26	0.0700	1.0000	2.10
30002	3.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	10.38	0.0200	1.0000	0.06
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30212	2.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	48.62	0.8000	1.0000	1.60
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	3.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.60
	0.00				**PWTP-ELE-CPL04-CPP01 TO PWTP-ELE (ITEM 13) - CAT6**						
10002	30.00	FT	M	1	GRC	6.0088	1.0000	180.26	0.0700	1.0000	2.10
30002	3.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	10.38	0.0200	1.0000	0.06
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30212	2.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	48.62	0.8000	1.0000	1.60
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	3.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.60
	0.00				**PWTP-ELE-CPL04-CPP01 TO PWTP-ELE (ITEM 14) - CAT6**						
10002	30.00	FT	M	1	GRC	6.0088	1.0000	180.26	0.0700	1.0000	2.10
30002	3.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	10.38	0.0200	1.0000	0.06
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30212	2.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	48.62	0.8000	1.0000	1.60
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	3.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.60
	0.00				**PWTP-ELE-CPL04-CPP01 TO PWTP-ELE (ITEM 15) - CAT6**						
10002	10.00	FT	M	1	GRC	6.0088	1.0000	60.09	0.0700	1.0000	0.70
30002	1.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	3.46	0.0200	1.0000	0.02
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	1.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.20

Phase: 200 - CONDUIT SYSTEMS
SubPhase: ABOVE GRADE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
	0.00				**PWTP-ELE-CPL04-CPP01 TO PWTP-ELE (ITEM 16) - CAT6**						
10002	10.00	FT	M	1	GRC	6.0088	1.0000	60.09	0.0700	1.0000	0.70
30002	1.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	3.46	0.0200	1.0000	0.02
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	1.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.20
	0.00				**PWTP-ELE-CPL04-CPP01 TO PWTP-ELE (ITEM 17) - CAT6**						
10002	10.00	FT	M	1	GRC	6.0088	1.0000	60.09	0.0700	1.0000	0.70
30002	1.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	3.46	0.0200	1.0000	0.02
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	1.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.20
	0.00				**PWTP-ELE-CPL04-CPP01 TO PWTP-ELE (ITEM 18) - CAT6**						
10002	50.00	FT	M	1	GRC	6.0088	1.0000	300.44	0.0700	1.0000	3.50
30002	5.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	17.30	0.0200	1.0000	0.10
20023	3.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	32.12	0.5000	1.0000	1.50
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	5.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	1.00
	0.00				**PWTP-ELE-CPL04-CPP01 TO PWTP-ELE (ITEM 19) - CAT6**						
10002	40.00	FT	M	1	GRC	6.0088	1.0000	240.35	0.0700	1.0000	2.80
30002	4.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	13.84	0.0200	1.0000	0.08
20023	3.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	32.12	0.5000	1.0000	1.50
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	4.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.80
	0.00				**PWTP-ELE-CPL04-CPP01 TO PWTP-ELE (ITEM 20) - CAT6**						
10002	50.00	FT	M	1	GRC	6.0088	1.0000	300.44	0.0700	1.0000	3.50
30002	5.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	17.30	0.0200	1.0000	0.10
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30212	2.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	48.62	0.8000	1.0000	1.60
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	5.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	1.00

Phase: 200 - CONDUIT SYSTEMS
SubPhase: ABOVE GRADE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
	0.00				**PWTP-ELE-CPL04-CPP01 TO PWTP-ELE (ITEM 21) - CAT6**						
10002	30.00	FT	M	1	GRC	6.0088	1.0000	180.26	0.0700	1.0000	2.10
30002	3.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	10.38	0.0200	1.0000	0.06
20023	3.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	32.12	0.5000	1.0000	1.50
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	3.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.60
	0.00				**PWTP-ELE-CPL04-CPP01 TO PWTP-ELE (ITEM 22) - CAT6**						
10002	30.00	FT	M	1	GRC	6.0088	1.0000	180.26	0.0700	1.0000	2.10
30002	3.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	10.38	0.0200	1.0000	0.06
20023	3.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	32.12	0.5000	1.0000	1.50
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	3.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.60
	0.00				**PWTP-ELE-CPL04 TO PP-SB2A - POWER**						
10002	70.00	FT	M	1	GRC	6.0088	1.0000	420.62	0.0700	1.0000	4.90
30002	7.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	24.22	0.0200	1.0000	0.14
20023	3.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	32.12	0.5000	1.0000	1.50
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	7.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	1.40
	0.00				**PWTP-ELE-CPL03 TO PWTP-ELE-MCC02 - POWER (1)**						
10002	60.00	FT	M	1	GRC	6.0088	1.0000	360.53	0.0700	1.0000	4.20
30002	6.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	20.76	0.0200	1.0000	0.12
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30212	2.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	48.62	0.8000	1.0000	1.60
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	6.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	1.20
	0.00				**PWTP-ELE-CPL03 TO PWTP-ELE-MCC02 - POWER (2)**						
10002	20.00	FT	M	1	GRC	6.0088	1.0000	120.18	0.0700	1.0000	1.40
30002	2.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	6.92	0.0200	1.0000	0.04
20023	3.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	32.12	0.5000	1.0000	1.50
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	2.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.40
	0.00				**PWTP-FLT01-CPL01-CPP01 TO PWTP-FLT01-P2101-1-PPL01 - CAT6**						

Phase: 200 - CONDUIT SYSTEMS
SubPhase: ABOVE GRADE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
10274	100.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	629.49	0.1000	1.0000	10.00
30852	10.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	219.90	0.4000	1.0000	4.00
20962	3.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	146.64	0.7000	1.0000	2.10
30891	3.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	831.00	0.8000	1.0000	2.40
31045	4.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	300.00	0.5500	1.0000	2.20
10562	10.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	2.00
409	10.00		M	1	1" ANACONDA FLEX CONDUIT	5.5200	1.0000	55.20	0.2000	1.0000	2.00
410	2.00		M	1	1" 45-DEG FLEX CONNECTOR	33.9700	1.0000	67.94	0.2000	1.0000	0.40
411	2.00		M	1	1" SEALING WASHER	0.8700	1.0000	1.74	0.0200	1.0000	0.04
412	2.00		M	1	1" SEALING LOCKNUT	3.1200	1.0000	6.24	0.0200	1.0000	0.04
	0.00				**PWTP-FLT01-CPL01-CPP01 TO PWTP-FLT01-P2101-2-PPL01 - CAT6**						
10274	100.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	629.49	0.1000	1.0000	10.00
30852	10.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	219.90	0.4000	1.0000	4.00
20962	3.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	146.64	0.7000	1.0000	2.10
30891	3.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	831.00	0.8000	1.0000	2.40
31045	4.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	300.00	0.5500	1.0000	2.20
10562	10.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	2.00
409	10.00		M	1	1" ANACONDA FLEX CONDUIT	5.5200	1.0000	55.20	0.2000	1.0000	2.00
410	2.00		M	1	1" 45-DEG FLEX CONNECTOR	33.9700	1.0000	67.94	0.2000	1.0000	0.40
411	2.00		M	1	1" SEALING WASHER	0.8700	1.0000	1.74	0.0200	1.0000	0.04
412	2.00		M	1	1" SEALING LOCKNUT	3.1200	1.0000	6.24	0.0200	1.0000	0.04
	0.00				**PWTP-FLT01-P2101-1-PPL01 TO PWTP-FLT01-P2101-2-PPL01 - CAT6**						
10274	20.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	125.90	0.1000	1.0000	2.00
30852	2.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	43.98	0.4000	1.0000	0.80
20962	2.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	97.76	0.7000	1.0000	1.40
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	2.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.40
	0.00				**PWTP-FLT02-CPL01-CPP01 TO PWTP-FLT02-P2102-PPL01 - CAT6**						
10274	100.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	629.49	0.1000	1.0000	10.00
30852	10.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	219.90	0.4000	1.0000	4.00
20962	3.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	146.64	0.7000	1.0000	2.10
30891	3.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	831.00	0.8000	1.0000	2.40

Phase: 200 - CONDUIT SYSTEMS
SubPhase: ABOVE GRADE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
31045	4.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	300.00	0.5500	1.0000	2.20
10562	10.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	2.00
409	10.00		M	1	1" ANACONDA FLEX CONDUIT	5.5200	1.0000	55.20	0.2000	1.0000	2.00
410	2.00		M	1	1" 45-DEG FLEX CONNECTOR	33.9700	1.0000	67.94	0.2000	1.0000	0.40
411	2.00		M	1	1" SEALING WASHER	0.8700	1.0000	1.74	0.0200	1.0000	0.04
412	2.00		M	1	1" SEALING LOCKNUT	3.1200	1.0000	6.24	0.0200	1.0000	0.04
	0.00				**PWTP-FLT02-CPL01-CPP01 TO PWTP-FLT02-P2102-PPL01 - CAT6**						
10274	100.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	629.49	0.1000	1.0000	10.00
30852	10.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	219.90	0.4000	1.0000	4.00
20962	3.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	146.64	0.7000	1.0000	2.10
30891	3.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	831.00	0.8000	1.0000	2.40
31045	4.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	300.00	0.5500	1.0000	2.20
10562	10.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	2.00
409	10.00		M	1	1" ANACONDA FLEX CONDUIT	5.5200	1.0000	55.20	0.2000	1.0000	2.00
410	2.00		M	1	1" 45-DEG FLEX CONNECTOR	33.9700	1.0000	67.94	0.2000	1.0000	0.40
411	2.00		M	1	1" SEALING WASHER	0.8700	1.0000	1.74	0.0200	1.0000	0.04
412	2.00		M	1	1" SEALING LOCKNUT	3.1200	1.0000	6.24	0.0200	1.0000	0.04
	0.00				**PWTP-FLT08-CPL01-CPP01 TO PWTP-FLT08-P2108-3-PPL01 - CAT6**						
10274	100.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	629.49	0.1000	1.0000	10.00
30852	10.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	219.90	0.4000	1.0000	4.00
20962	3.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	146.64	0.7000	1.0000	2.10
30891	3.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	831.00	0.8000	1.0000	2.40
31045	4.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	300.00	0.5500	1.0000	2.20
10562	10.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	2.00
409	10.00		M	1	1" ANACONDA FLEX CONDUIT	5.5200	1.0000	55.20	0.2000	1.0000	2.00
410	2.00		M	1	1" 45-DEG FLEX CONNECTOR	33.9700	1.0000	67.94	0.2000	1.0000	0.40
411	2.00		M	1	1" SEALING WASHER	0.8700	1.0000	1.74	0.0200	1.0000	0.04
412	2.00		M	1	1" SEALING LOCKNUT	3.1200	1.0000	6.24	0.0200	1.0000	0.04
	0.00				**PWTP-FLT08-CPL01-CPP01 TO PWTP-FLT08-P2108-PPL01 - CAT6**						
10274	100.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	629.49	0.1000	1.0000	10.00
30852	10.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	219.90	0.4000	1.0000	4.00
20962	3.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	146.64	0.7000	1.0000	2.10

Phase: 200 - CONDUIT SYSTEMS
SubPhase: ABOVE GRADE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
30891	3.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	831.00	0.8000	1.0000	2.40
31045	4.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	300.00	0.5500	1.0000	2.20
10562	10.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	2.00
409	10.00		M	1	1" ANACONDA FLEX CONDUIT	5.5200	1.0000	55.20	0.2000	1.0000	2.00
410	2.00		M	1	1" 45-DEG FLEX CONNECTOR	33.9700	1.0000	67.94	0.2000	1.0000	0.40
411	2.00		M	1	1" SEALING WASHER	0.8700	1.0000	1.74	0.0200	1.0000	0.04
412	2.00		M	1	1" SEALING LOCKNUT	3.1200	1.0000	6.24	0.0200	1.0000	0.04
	0.00				**PWTP-FLT08-P2108-4-PPL01 TO PWTP-FLT08-P2108-PPL01 - CAT6**						
10274	20.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	125.90	0.1000	1.0000	2.00
30852	2.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	43.98	0.4000	1.0000	0.80
20962	2.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	97.76	0.7000	1.0000	1.40
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	2.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.40
	0.00				**PWTP-FLT08-P2108-4-PPL01 TO PWTP-FLT08-P2108-PPL01 - CAT6**						
10274	30.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	188.85	0.1000	1.0000	3.00
30852	3.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	65.97	0.4000	1.0000	1.20
20962	3.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	146.64	0.7000	1.0000	2.10
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	3.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.60
	0.00				**PWTP-FLT09-CPL01-CPP01 TO PWTP-FLT09-P2109-PPL01 - CAT6 (1)**						
10274	140.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	881.29	0.1000	1.0000	14.00
30852	14.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	307.86	0.4000	1.0000	5.60
20962	3.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	146.64	0.7000	1.0000	2.10
30891	3.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	831.00	0.8000	1.0000	2.40
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	14.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	2.80
409	10.00		M	1	1" ANACONDA FLEX CONDUIT	5.5200	1.0000	55.20	0.2000	1.0000	2.00
410	2.00		M	1	1" 45-DEG FLEX CONNECTOR	33.9700	1.0000	67.94	0.2000	1.0000	0.40
411	2.00		M	1	1" SEALING WASHER	0.8700	1.0000	1.74	0.0200	1.0000	0.04
412	2.00		M	1	1" SEALING LOCKNUT	3.1200	1.0000	6.24	0.0200	1.0000	0.04
	0.00				**PWTP-FLT09-CPL01-CPP01 TO PWTP-FLT09-P2109-PPL01 - CAT6 (2)**						
10274	140.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	881.29	0.1000	1.0000	14.00

Phase: 200 - CONDUIT SYSTEMS
SubPhase: ABOVE GRADE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
30852	14.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	307.86	0.4000	1.0000	5.60
20962	3.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	146.64	0.7000	1.0000	2.10
30891	3.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	831.00	0.8000	1.0000	2.40
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	14.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	2.80
409	10.00		M	1	1" ANACONDA FLEX CONDUIT	5.5200	1.0000	55.20	0.2000	1.0000	2.00
410	2.00		M	1	1" 45-DEG FLEX CONNECTOR	33.9700	1.0000	67.94	0.2000	1.0000	0.40
411	2.00		M	1	1" SEALING WASHER	0.8700	1.0000	1.74	0.0200	1.0000	0.04
412	2.00		M	1	1" SEALING LOCKNUT	3.1200	1.0000	6.24	0.0200	1.0000	0.04
	0.00				**PWTP-INF-MET-CPL01-CPP01 TO PWTP-BS-2201-CP - CAT6**						
10274	80.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	503.59	0.1000	1.0000	8.00
30852	8.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	175.92	0.4000	1.0000	3.20
20962	2.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	97.76	0.7000	1.0000	1.40
30891	2.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	554.00	0.8000	1.0000	1.60
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	8.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	1.60
	0.00				**PWTP-BS-2201-CP TO PWTP-BS-2202-CP - CAT6**						
10274	30.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	188.85	0.1000	1.0000	3.00
30852	3.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	65.97	0.4000	1.0000	1.20
20962	2.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	97.76	0.7000	1.0000	1.40
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	3.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.60
	0.00				**PWTP-BS-2202-CP TO PWTP-RWP-2201 - CAT6**						
10274	50.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	314.75	0.1000	1.0000	5.00
30852	5.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	109.95	0.4000	1.0000	2.00
20962	3.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	146.64	0.7000	1.0000	2.10
30891	3.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	831.00	0.8000	1.0000	2.40
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	5.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	1.00
	0.00				**PWTP-RWP-2201 TO PWTP-RWP-2202 - CAT6**						
10274	30.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	188.85	0.1000	1.0000	3.00
30852	3.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	65.97	0.4000	1.0000	1.20
20962	2.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	97.76	0.7000	1.0000	1.40
30891	2.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	554.00	0.8000	1.0000	1.60

Phase: 200 - CONDUIT SYSTEMS
SubPhase: ABOVE GRADE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	3.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.60
	0.00				**PWTP-INF-MET-CPL01-CPP01 TO PWTP-RWP-2202 - CAT6**						
10274	100.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	629.49	0.1000	1.0000	10.00
30852	10.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	219.90	0.4000	1.0000	4.00
20962	3.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	146.64	0.7000	1.0000	2.10
30891	3.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	831.00	0.8000	1.0000	2.40
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	10.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	2.00
	0.00				**PWTP-PRE-CPL01-CPP01 TO PWTP-PRE-CPL02-CPP01 - CAT6 (1)**						
10274	90.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	566.54	0.1000	1.0000	9.00
30852	9.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	197.91	0.4000	1.0000	3.60
20962	2.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	97.76	0.7000	1.0000	1.40
30891	3.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	831.00	0.8000	1.0000	2.40
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	9.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	1.80
	0.00				**PWTP-PRE-CPL01-CPP01 TO PWTP-PRE-CPL02-CPP01 - CAT6 (2)**						
10274	90.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	566.54	0.1000	1.0000	9.00
30852	9.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	197.91	0.4000	1.0000	3.60
20962	2.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	97.76	0.7000	1.0000	1.40
30891	3.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	831.00	0.8000	1.0000	2.40
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	9.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	1.80
	0.00				**PWTP-PRE-CPL01-CPP01 TO PWTP-PRE-MCC01-CPP01 - CAT6**						
10274	140.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	881.29	0.1000	1.0000	14.00
30852	14.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	307.86	0.4000	1.0000	5.60
20962	3.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	146.64	0.7000	1.0000	2.10
30891	3.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	831.00	0.8000	1.0000	2.40
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	14.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	2.80
	0.00				**PWTP-PRE-CPL01-CPP01 TO PWTP-PRE-MCC02-CPP01 - CAT6 (1)**						

Phase: 200 - CONDUIT SYSTEMS
SubPhase: ABOVE GRADE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
10274	100.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	629.49	0.1000	1.0000	10.00
30852	10.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	219.90	0.4000	1.0000	4.00
20962	2.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	97.76	0.7000	1.0000	1.40
30891	3.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	831.00	0.8000	1.0000	2.40
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	10.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	2.00
	0.00				**PWTP-PRE-CPL01-CPP01 TO PWTP-PRE-MCC02-CPP01 - CAT6 (2)**						
10274	100.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	629.49	0.1000	1.0000	10.00
30852	10.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	219.90	0.4000	1.0000	4.00
20962	2.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	97.76	0.7000	1.0000	1.40
30891	3.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	831.00	0.8000	1.0000	2.40
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	10.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	2.00
	0.00				**PWTP-PRE-CPL02-CPP01 TO P-2816 - CAT6**						
10002	20.00	FT	M	1	GRC	6.0088	1.0000	120.18	0.0700	1.0000	1.40
30002	2.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	6.92	0.0200	1.0000	0.04
20023	3.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	32.12	0.5000	1.0000	1.50
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	2.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.40
	0.00				**PWTP-PRE-CPL02-CPP01 TO P-2817 - CAT6**						
10002	30.00	FT	M	1	GRC	6.0088	1.0000	180.26	0.0700	1.0000	2.10
30002	3.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	10.38	0.0200	1.0000	0.06
20023	3.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	32.12	0.5000	1.0000	1.50
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	3.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.60
	0.00				**PWTP-PRE-CPL02-CPP01 TO P2818 - CAT6**						
10002	40.00	FT	M	1	GRC	6.0088	1.0000	240.35	0.0700	1.0000	2.80
30002	4.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	13.84	0.0200	1.0000	0.08
20023	3.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	32.12	0.5000	1.0000	1.50
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	4.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.80
	0.00				**PWTP-PRE-CPL02-CPP01 TO FLC-CP-033 (ITEM 9) - CAT6**						
10002	50.00	FT	M	1	GRC	6.0088	1.0000	300.44	0.0700	1.0000	3.50

Phase: 200 - CONDUIT SYSTEMS
SubPhase: ABOVE GRADE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
30002	5.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	17.30	0.0200	1.0000	0.10
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30212	2.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	48.62	0.8000	1.0000	1.60
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	5.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	1.00
	0.00				**PWTP-PRE-CPL02-CPP01 TO FLC-CP-033 (ITEM 10) - CAT6**						
10002	50.00	FT	M	1	GRC	6.0088	1.0000	300.44	0.0700	1.0000	3.50
30002	5.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	17.30	0.0200	1.0000	0.10
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30212	2.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	48.62	0.8000	1.0000	1.60
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	5.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	1.00
	0.00				**PWTP-PRE-CPL02-CPP01 TO FLC-CP-033 (ITEM 11) - CAT6**						
10002	50.00	FT	M	1	GRC	6.0088	1.0000	300.44	0.0700	1.0000	3.50
30002	5.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	17.30	0.0200	1.0000	0.10
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30212	2.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	48.62	0.8000	1.0000	1.60
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	5.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	1.00
	0.00				**PWTP-PRE-CPL02-CPP01 TO FLC-CP-043 (ITEM 12) - CAT6**						
10002	30.00	FT	M	1	GRC	6.0088	1.0000	180.26	0.0700	1.0000	2.10
30002	3.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	10.38	0.0200	1.0000	0.06
20023	3.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	32.12	0.5000	1.0000	1.50
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	3.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.60
	0.00				**PWTP-PRE-CPL02-CPP01 TO FLC-CP-043 (ITEM 13) - CAT6**						
10002	30.00	FT	M	1	GRC	6.0088	1.0000	180.26	0.0700	1.0000	2.10
30002	3.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	10.38	0.0200	1.0000	0.06
20023	3.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	32.12	0.5000	1.0000	1.50
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	3.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.60

Phase: 200 - CONDUIT SYSTEMS
SubPhase: ABOVE GRADE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
	0.00				**PWTP-PRE-CPL02-CPP01 TO FLC-CP-043 (ITEM 14) - CAT6**						
10002	30.00	FT	M	1	GRC	6.0088	1.0000	180.26	0.0700	1.0000	2.10
30002	3.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	10.38	0.0200	1.0000	0.06
20023	3.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	32.12	0.5000	1.0000	1.50
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	3.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.60
	0.00				**PWTP-PRE-CPL02-CPP01 TO FLC-CP-053 (ITEM 15) - CAT6**						
10002	30.00	FT	M	1	GRC	6.0088	1.0000	180.26	0.0700	1.0000	2.10
30002	3.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	10.38	0.0200	1.0000	0.06
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30212	2.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	48.62	0.8000	1.0000	1.60
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	3.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.60
	0.00				**PWTP-PRE-CPL02-CPP01 TO FLC-CP-053 (ITEM 16) - CAT6**						
10002	30.00	FT	M	1	GRC	6.0088	1.0000	180.26	0.0700	1.0000	2.10
30002	3.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	10.38	0.0200	1.0000	0.06
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30212	2.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	48.62	0.8000	1.0000	1.60
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	3.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.60
	0.00				**PWTP-PRE-CPL02-CPP01 TO FLC-CP-053 (ITEM 17) - CAT6**						
10002	30.00	FT	M	1	GRC	6.0088	1.0000	180.26	0.0700	1.0000	2.10
30002	3.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	10.38	0.0200	1.0000	0.06
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30212	2.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	48.62	0.8000	1.0000	1.60
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	3.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.60
	0.00				**PWTP-PRE-CPL02-CPP01 TO PWTP-PRE-MCC01-CPP01 (ITEM 18) - CAT6**						
10002	40.00	FT	M	1	GRC	6.0088	1.0000	240.35	0.0700	1.0000	2.80
30002	4.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	13.84	0.0200	1.0000	0.08
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00

Phase: 200 - CONDUIT SYSTEMS
SubPhase: ABOVE GRADE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	4.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.80
	0.00				**PWTP-PRE-CPL02-CPP01 TO RW-P-104 (ITEM 19) - CAT6**						
10002	40.00	FT	M	1	GRC	6.0088	1.0000	240.35	0.0700	1.0000	2.80
30002	4.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	13.84	0.0200	1.0000	0.08
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30212	2.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	48.62	0.8000	1.0000	1.60
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	4.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.80
	0.00				**PWTP-PRE-CPL02-CPP01 TO RW-P-103 (ITEM 20) - CAT6**						
10002	40.00	FT	M	1	GRC	6.0088	1.0000	240.35	0.0700	1.0000	2.80
30002	4.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	13.84	0.0200	1.0000	0.08
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30212	2.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	48.62	0.8000	1.0000	1.60
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	4.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.80
	0.00				**PWTP-PRE-CPL02-CPP01 TO RW-P-102 (ITEM 21) - CAT6**						
10002	40.00	FT	M	1	GRC	6.0088	1.0000	240.35	0.0700	1.0000	2.80
30002	4.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	13.84	0.0200	1.0000	0.08
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30212	2.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	48.62	0.8000	1.0000	1.60
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	4.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.80
	0.00				**PWTP-PRE-CPL02-CPP01 TO RW-P-101 (ITEM 22) - CAT6**						
10002	40.00	FT	M	1	GRC	6.0088	1.0000	240.35	0.0700	1.0000	2.80
30002	4.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	13.84	0.0200	1.0000	0.08
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30212	2.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	48.62	0.8000	1.0000	1.60
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	4.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.80
	0.00				**PWTP-PRE-MCC01-CPP01 TO PWTP-PRE-MCC02-CPP01 (ITEM 23) - CAT6**						

Phase: 200 - CONDUIT SYSTEMS
SubPhase: ABOVE GRADE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
10002	50.00	FT	M	1	GRC	6.0088	1.0000	300.44	0.0700	1.0000	3.50
30002	5.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	17.30	0.0200	1.0000	0.10
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30212	2.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	48.62	0.8000	1.0000	1.60
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	5.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	1.00
	0.00				**PWTP-PRE-MCC01 TO PWTP-PRE-CPL02 - POWER**						
10002	40.00	FT	M	1	GRC	6.0088	1.0000	240.35	0.0700	1.0000	2.80
30002	4.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	13.84	0.0200	1.0000	0.08
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30212	2.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	48.62	0.8000	1.0000	1.60
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	4.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.80
	0.00				**PWTP-PRE-CPL02 TO PP-RW - POWER**						
10002	30.00	FT	M	1	GRC	6.0088	1.0000	180.26	0.0700	1.0000	2.10
30002	3.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	10.38	0.0200	1.0000	0.06
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	3.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.60
	0.00				**PWTP-PRE-CPL02 TO PWTP-PRE-MCC02 - POWER**						
10002	40.00	FT	M	1	GRC	6.0088	1.0000	240.35	0.0700	1.0000	2.80
30002	4.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	13.84	0.0200	1.0000	0.08
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30212	2.00	EA	M	1	GRC LB CONDUIT BODY FORM 8	24.3100	1.0000	48.62	0.8000	1.0000	1.60
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	4.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.80
	0.00				**PWTP-PRE-MCC02 TO PP-RW - POWER**						
10002	20.00	FT	M	1	GRC	6.0088	1.0000	120.18	0.0700	1.0000	1.40
30002	2.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	6.92	0.0200	1.0000	0.04
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	2.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.40
	0.00				**PP-RW TO NEW PULL BOX - POWER**						
10274	70.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	440.64	0.1000	1.0000	7.00

Phase: 200 - CONDUIT SYSTEMS
SubPhase: ABOVE GRADE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
30852	7.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	153.93	0.4000	1.0000	2.80
20962	2.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	97.76	0.7000	1.0000	1.40
30891	2.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	554.00	0.8000	1.0000	1.60
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	7.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	1.40
	0.00				**PWTP-PST-CPL01-CPP01 TO PWTP-PST-MCC01-CPP01 (ITEM 1) - CAT6**						
10002	20.00	FT	M	1	GRC	6.0088	1.0000	120.18	0.0700	1.0000	1.40
30002	2.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	6.92	0.0200	1.0000	0.04
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	2.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.40
	0.00				**PWTP-PST-CPL01-CPP01 TO PWTP-PST-MCC01-CPP01 (ITEM 2) - CAT6**						
10002	20.00	FT	M	1	GRC	6.0088	1.0000	120.18	0.0700	1.0000	1.40
30002	2.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	6.92	0.0200	1.0000	0.04
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	2.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.40
	0.00				**PWTP-PST-CPL01-CPP01 TO PWTP-PST-MCC01-CPP01 (ITEM 3) - CAT6**						
10002	20.00	FT	M	1	GRC	6.0088	1.0000	120.18	0.0700	1.0000	1.40
30002	2.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	6.92	0.0200	1.0000	0.04
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	2.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.40
	0.00				**PWTP-PST-CPL01-CPP01 TO PWTP-PST-NCLCPL01-CPP01 (ITEM 4) - CAT6**						
10274	70.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	440.64	0.1000	1.0000	7.00
30852	7.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	153.93	0.4000	1.0000	2.80
20962	2.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	97.76	0.7000	1.0000	1.40
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	7.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	1.40
	0.00				**PWTP-PST-CPL01-CPP01 TO PWTP-PST-NCLCPL01-CPP01 (ITEM 5) - CAT6**						
10274	70.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	440.64	0.1000	1.0000	7.00

Phase: 200 - CONDUIT SYSTEMS
SubPhase: ABOVE GRADE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
30852	7.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	153.93	0.4000	1.0000	2.80
20962	2.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	97.76	0.7000	1.0000	1.40
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	7.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	1.40
	0.00				**PWTP-PST-CPL01-CPP01 TO PWTP-FLT-BLW2171 (ITEM 6) - CAT6**						
10274	50.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	314.75	0.1000	1.0000	5.00
30852	5.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	109.95	0.4000	1.0000	2.00
20962	2.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	97.76	0.7000	1.0000	1.40
30891	1.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	277.00	0.8000	1.0000	0.80
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	50.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	10.00
	0.00				**PWTP-PST-CPL01-CPP01 TO PWTP-FLT-BLW2171 (ITEM 7) - CAT6**						
10274	50.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	314.75	0.1000	1.0000	5.00
30852	5.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	109.95	0.4000	1.0000	2.00
20962	2.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	97.76	0.7000	1.0000	1.40
30891	1.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	277.00	0.8000	1.0000	0.80
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	5.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	1.00
	0.00				**PWTP-PST-CPL01-CPP01 TO PWTP-FLT-BLW2151 (ITEM 8) - CAT6**						
10274	40.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	251.80	0.1000	1.0000	4.00
30852	4.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	87.96	0.4000	1.0000	1.60
20962	2.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	97.76	0.7000	1.0000	1.40
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	4.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.80
	0.00				**PWTP-PST-CPL01-CPP01 TO PWTP-FLT-BLW2151 (ITEM 9) - CAT6**						
10274	40.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	251.80	0.1000	1.0000	4.00
30852	4.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	87.96	0.4000	1.0000	1.60
20962	2.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	97.76	0.7000	1.0000	1.40
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	4.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.80
	0.00				**PWTP-FLT-BLW2151 TO PWTP-FLT-BLW2171 (ITEM 10) - CAT6**						

Phase: 200 - CONDUIT SYSTEMS
SubPhase: ABOVE GRADE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
10274	30.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	188.85	0.1000	1.0000	3.00
30852	3.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	65.97	0.4000	1.0000	1.20
20962	2.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	97.76	0.7000	1.0000	1.40
30891	2.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	554.00	0.8000	1.0000	1.60
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	3.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.60
	0.00				**PWTP-PST-MCC01 TO PWTP-PST-CPL01 - POWER**						
10002	20.00	FT	M	1	GRC	6.0088	1.0000	120.18	0.0700	1.0000	1.40
30002	2.00	EA	M	1	GRC/IMC COUPLING	3.4600	1.0000	6.92	0.0200	1.0000	0.04
20023	2.00	EA	M	1	GRC 90-DEG ELBOW	10.7064	1.0000	21.41	0.5000	1.0000	1.00
30155	2.00	EA	M	1	MYERS THREADED GROUNDING HUB	18.4000	1.0000	36.80	0.5500	1.0000	1.10
10562	2.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.40
	0.00				**PWTP-PSD-CPL01-CPP01 TO PWTP-P0141-PPL01 (ITEM 1) - CAT6**						
10274	350.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	2,203.22	0.1000	1.0000	35.00
30852	35.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	769.65	0.4000	1.0000	14.00
20962	4.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	195.52	0.7000	1.0000	2.80
30891	4.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	1,108.00	0.8000	1.0000	3.20
31045	4.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	300.00	0.5500	1.0000	2.20
10562	35.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	7.00
	0.00				**PWTP-PSD-CPL01-CPP01 TO PWTP-PSD2252-PPL01 (ITEM 2) - CAT6**						
10274	350.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	2,203.22	0.1000	1.0000	35.00
30852	35.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	769.65	0.4000	1.0000	14.00
20962	4.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	195.52	0.7000	1.0000	2.80
30891	4.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	1,108.00	0.8000	1.0000	3.20
31045	4.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	300.00	0.5500	1.0000	2.20
10562	35.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	7.00
	0.00				**PWTP-P0141-PPL01 TO PWTP-PSD2251-PPL01 (ITEM 3) - CAT6**						
10274	350.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	2,203.22	0.1000	1.0000	35.00
30852	35.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	769.65	0.4000	1.0000	14.00
20962	4.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	195.52	0.7000	1.0000	2.80
30891	4.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	1,108.00	0.8000	1.0000	3.20
31045	4.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	300.00	0.5500	1.0000	2.20

Phase: 200 - CONDUIT SYSTEMS
SubPhase: ABOVE GRADE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
10562	35.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	7.00
	0.00				**PWTP-PSD2251-PPL01 TO PWTP-PSD2252-PPL01 (ITEM 4) - CAT6**						
10274	350.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	2,203.22	0.1000	1.0000	35.00
30852	35.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	769.65	0.4000	1.0000	14.00
20962	4.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	195.52	0.7000	1.0000	2.80
30891	4.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	1,108.00	0.8000	1.0000	3.20
31045	4.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	300.00	0.5500	1.0000	2.20
10562	35.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	7.00
	0.00				**Fiber/Power Runs Coming Into the Buildings.**						
10277	1,500.00	FT	M	2	PVC-CTD GRC 40MIL	29.7100	1.0000	44,565.00	0.1800	1.0000	270.00
30855	150.00	EA	M	2	PVC-CTD GRC COUPLING	24.9500	1.0000	3,742.50	0.7000	1.0000	105.00
31048	75.00	EA	M	2	PVC-CTD GRC (MYERS) HUB W/G	112.0700	1.0000	8,405.25	1.0000	1.0000	75.00
30894	75.00	EA	M	2	PVC-CTD GRC LB COND-BODY F-7	595.0000	1.0000	44,625.00	2.0000	1.0000	150.00
31356	64.00	EA	M	2	PVC FEMALE ADAPTER	1.9000	1.0000	121.60	0.3000	1.0000	19.20
10565	150.00	EA	M	2	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.4000	1.0000	60.00
10274	750.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	4,721.18	0.1000	1.0000	75.00
30852	75.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	1,649.25	0.4000	1.0000	30.00
31045	40.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	3,000.00	0.5500	1.0000	22.00
30891	40.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	11,080.00	0.8000	1.0000	32.00
31353	32.00	EA	M	1	PVC FEMALE ADAPTER	2.4200	1.0000	77.44	0.1800	1.0000	5.76
10562	20.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	4.00
	0.00				**PWTP-FLC-CPL01-CPP01 TO SLUDGE BASIN DRAW OFF 1**						
10274	550.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	3,462.20	0.1000	1.0000	55.00
30852	55.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	1,209.45	0.4000	1.0000	22.00
20962	2.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	97.76	0.7000	1.0000	1.40
30891	1.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	277.00	0.8000	1.0000	0.80
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	55.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	11.00
	0.00				**PWTP-FLC-CPL01-CPP01 TO SLUDGE BASIN DRAW OFF 2**						
10274	550.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	3,462.20	0.1000	1.0000	55.00
30852	55.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	1,209.45	0.4000	1.0000	22.00
20962	2.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	97.76	0.7000	1.0000	1.40

Phase: 200 - CONDUIT SYSTEMS
SubPhase: ABOVE GRADE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
30891	1.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	277.00	0.8000	1.0000	0.80
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	55.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	11.00
	0.00				**PWTP-FLC-CPL01-CPP01 TO SLUDGE BASIN DRAW OFF 3**						
10274	500.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	3,147.45	0.1000	1.0000	50.00
30852	50.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	1,099.50	0.4000	1.0000	20.00
20962	2.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	97.76	0.7000	1.0000	1.40
30891	1.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	277.00	0.8000	1.0000	0.80
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	50.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	10.00
	0.00				**PWTP-FLC-CPL01-CPP01 TO SLUDGE BASIN DRAW OFF 4**						
10274	500.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	3,147.45	0.1000	1.0000	50.00
30852	50.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	1,099.50	0.4000	1.0000	20.00
20962	2.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	97.76	0.7000	1.0000	1.40
30891	1.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	277.00	0.8000	1.0000	0.80
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	50.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	10.00
	0.00				**PWTP-FLC-CPL01-CPP01 TO SLUDGE BASIN DRAW OFF 5**						
10274	400.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	2,517.96	0.1000	1.0000	40.00
30852	40.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	879.60	0.4000	1.0000	16.00
20962	2.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	97.76	0.7000	1.0000	1.40
30891	1.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	277.00	0.8000	1.0000	0.80
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	40.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	8.00
	0.00				**PWTP-FLC-CPL01-CPP01 TO SLUDGE BASIN DRAW OFF 6**						
10274	400.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	2,517.96	0.1000	1.0000	40.00
30852	40.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	879.60	0.4000	1.0000	16.00
20962	2.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	97.76	0.7000	1.0000	1.40
30891	1.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	277.00	0.8000	1.0000	0.80
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	40.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	8.00

Phase: 200 - CONDUIT SYSTEMS
SubPhase: ABOVE GRADE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
	0.00				**PWTP-FLC-CPL01-CPP01 TO SLUDGE BASIN DRAW OFF 7**						
10274	350.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	2,203.22	0.1000	1.0000	35.00
30852	350.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	7,696.50	0.4000	1.0000	140.00
20962	2.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	97.76	0.7000	1.0000	1.40
30891	1.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	277.00	0.8000	1.0000	0.80
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	35.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	7.00
	0.00				**PWTP-FLC-CPL01-CPP01 TO SLUDGE BASIN DRAW OFF 8**						
10274	300.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	1,888.47	0.1000	1.0000	30.00
30852	30.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	659.70	0.4000	1.0000	12.00
20962	2.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	97.76	0.7000	1.0000	1.40
30891	1.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	277.00	0.8000	1.0000	0.80
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	30.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	6.00
	0.00				**PWTP-FLC-CPL01-CPP01 TO SLUDGE BASIN DRAW OFF 9**						
10274	250.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	1,573.73	0.1000	1.0000	25.00
30852	25.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	549.75	0.4000	1.0000	10.00
20962	2.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	97.76	0.7000	1.0000	1.40
30891	1.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	277.00	0.8000	1.0000	0.80
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	25.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	5.00
	0.00				**PWTP-SHA-CPL01-CPP01 TO PWTP-SHA-MCC01-CPP01 (ITEM 1/2)**						
10274	40.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	251.80	0.1000	1.0000	4.00
30852	4.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	87.96	0.4000	1.0000	1.60
20962	2.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	97.76	0.7000	1.0000	1.40
30891	1.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	277.00	0.8000	1.0000	0.80
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	4.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.80
	0.00				**PWTP-SHA-CPL01-CPP01 TO PWPT-TSS-COLL875-PPL01 (ITEM 3/5)**						
10274	140.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	881.29	0.1000	1.0000	14.00
30852	14.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	307.86	0.4000	1.0000	5.60

Phase: 200 - CONDUIT SYSTEMS
SubPhase: ABOVE GRADE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
20962	2.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	97.76	0.7000	1.0000	1.40
30891	3.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	831.00	0.8000	1.0000	2.40
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	14.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	2.80
	0.00				**PWTP-SHA-CPL01-CPP01 TO PWTP-TSS-COLL775-PPL01 (ITEM 6/7)**						
10274	90.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	566.54	0.1000	1.0000	9.00
30852	9.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	197.91	0.4000	1.0000	3.60
20962	2.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	97.76	0.7000	1.0000	1.40
30891	2.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	554.00	0.8000	1.0000	1.60
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	9.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	1.80
	0.00				**PWTP-SHA-CPL01-CPP01 TO PWTP-TSS-SUPXXXX-PPL01 (ITEM 4)**						
10274	90.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	566.54	0.1000	1.0000	9.00
30852	9.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	197.91	0.4000	1.0000	3.60
20962	2.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	97.76	0.7000	1.0000	1.40
30891	2.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	554.00	0.8000	1.0000	1.60
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	9.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	1.80
	0.00				**PWTP-SHA-CPL01-CPP01 TO PWTP-TSS-SUPXXXX-PPL01 (ITEM 8)**						
10274	100.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	629.49	0.1000	1.0000	10.00
30852	10.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	219.90	0.4000	1.0000	4.00
20962	2.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	97.76	0.7000	1.0000	1.40
30891	3.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	831.00	0.8000	1.0000	2.40
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	10.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	2.00
	0.00				**PWTP-INF-MIX-CPL01-CPP01 TO PWTP-LCP-MX-2230 (ITEM 1/2)**						
10274	40.00	FT	M	1	PVC-CTD GRC 40MIL	6.2949	1.0000	251.80	0.1000	1.0000	4.00
30852	4.00	EA	M	1	PVC-CTD GRC COUPLING	21.9900	1.0000	87.96	0.4000	1.0000	1.60
20962	2.00	EA	M	1	PVC-CTD GRC 90-ELBOW	48.8800	1.0000	97.76	0.7000	1.0000	1.40
30891	3.00	EA	M	1	PVC-CTD GRC LB COND-BODY F-7	277.0000	1.0000	831.00	0.8000	1.0000	2.40
31045	2.00	EA	M	1	PVC-CTD GRC (MYERS) HUB W/G	75.0000	1.0000	150.00	0.5500	1.0000	1.10
10562	4.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	0.80

Phase: 200 - CONDUIT SYSTEMS
└**SubPhase:** ABOVE GRADE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
	0.00										
	0.00				**Additional Scope: New UPS Conduit - EMT**						
10055	300.00	FT	M	1	EMT	2.5725	1.0000	771.75	0.0550	1.0000	16.50
30543	30.00	EA	M	1	EMT STEEL-SS COUPLING	1.1500	1.0000	34.50	0.0600	1.0000	1.80
20750	10.00	EA	M	1	EMT 90-ELBOW	6.9700	1.0000	69.70	0.2500	1.0000	2.50
30668	10.00	EA	M	1	EMT STEEL SS CONNECTOR	1.6000	1.0000	16.00	0.1200	1.0000	1.20
776	10.00	EA	M	1"	Sealing Washer - 1"	1.9541	1.0000	19.54	0.0200	1.0000	0.20
777	10.00	EA	M	1"	Sealing Locknut - 1"	3.4600	1.0000	34.60	0.0200	1.0000	0.20
10562	30.00	EA	M	1	CONDUIT CUT/THREAD/REAM	0.0000	1.0000	0.00	0.2000	1.0000	6.00
	0.00				**Accessories - PVC-GRC**						
759	175.00		M		1" Strut Conduit Strap - 316SS	19.6900	1.0000	3,445.75	0.0500	1.0000	8.75
757	80.00		M		2" Strut Conduit Strap - 316SS	29.3900	1.0000	2,351.20	0.0500	1.0000	4.00
					Phase Totals:			**271,773.62**			**3,062.15**

Phase: 300 - CABLE
└**SubPhase:** FEEDERS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
	0.00				**Power Coming Into Buildings**						
70288	2,000.00	FT	M	1/0	XHHW CU (STR)	4.1642	1.0000	8,328.40	0.0240	1.0000	48.00
100574	60.00	EA	M	1/0	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.3600	1.0000	21.60
	0.00				**PWTP-ADM-CB1 TO PWTP-ADM-CPL01**						
70281	540.00	FT	M	10	XHHW CU (STR)	0.4602	1.0000	248.49	0.0080	1.0000	4.32
100566	6.00	EA	M	10	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1800	1.0000	1.08
	0.00				**PWTP-ADM-CB2 TO PWTP-ADM-CPL01**						
70281	540.00	FT	M	10	XHHW CU (STR)	0.4602	1.0000	248.49	0.0080	1.0000	4.32
100566	6.00	EA	M	10	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1800	1.0000	1.08
	0.00				**PWTP-MCC-BF-WEST TO PWTP-BFL-CPL01**						
70281	240.00	FT	M	10	XHHW CU (STR)	0.4602	1.0000	110.44	0.0080	1.0000	1.92
100566	6.00	EA	M	10	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1800	1.0000	1.08
	0.00				**PWTP-ELE-CPL04 TO PP-SB2A**						
70281	300.00	FT	M	10	XHHW CU (STR)	0.4602	1.0000	138.05	0.0080	1.0000	2.40
100566	6.00	EA	M	10	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1800	1.0000	1.08
	0.00				**PWTP-ELE-CPL03 TO PWTP-ELE-MCC02 (1)**						
70281	270.00	FT	M	10	XHHW CU (STR)	0.4602	1.0000	124.24	0.0080	1.0000	2.16

Phase: 300 - CABLE
└**SubPhase:** FEEDERS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
100566	6.00	EA	M	10	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1800	1.0000	1.08
	0.00				**PWTP-ELE-CPL03 TO PWTP-ELE-MCC02 (2)**						
70281	150.00	FT	M	10	XHHW CU (STR)	0.4602	1.0000	69.02	0.0080	1.0000	1.20
100566	6.00	EA	M	10	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1800	1.0000	1.08
	0.00				**PWTP-PRE-MCC01 TO PWTP-PRE-CPL02**						
70281	210.00	FT	M	10	XHHW CU (STR)	0.4602	1.0000	96.63	0.0080	1.0000	1.68
100566	6.00	EA	M	10	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1800	1.0000	1.08
	0.00				**PWTP-PRE-CPL02 TO PP-RW**						
70281	180.00	FT	M	10	XHHW CU (STR)	0.4602	1.0000	82.83	0.0080	1.0000	1.44
100566	6.00	EA	M	10	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1800	1.0000	1.08
	0.00				**PWTP-PRE-CPL02 TO PWTP-PRE-MCC02**						
70281	210.00	FT	M	10	XHHW CU (STR)	0.4602	1.0000	96.63	0.0080	1.0000	1.68
100566	6.00	EA	M	10	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1800	1.0000	1.08
	0.00				**PWTP-PRE-MCC02 TO PP-RW**						
70281	150.00	FT	M	10	XHHW CU (STR)	0.4602	1.0000	69.02	0.0080	1.0000	1.20
100566	6.00	EA	M	10	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1800	1.0000	1.08
	0.00				**PP-RW TO NEW PULL BOX**						
70281	300.00	FT	M	10	XHHW CU (STR)	0.4602	1.0000	138.05	0.0080	1.0000	2.40
100566	6.00	EA	M	10	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1800	1.0000	1.08
	0.00				**PWTP-PST-MCC01 TO PWTP-PST-CPL01**						
70281	150.00	FT	M	10	XHHW CU (STR)	0.4602	1.0000	69.02	0.0080	1.0000	1.20
100566	6.00	EA	M	10	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1800	1.0000	1.08
	0.00										
	0.00				**Additional Scope: New Feeders for New Ups**						
70288	1,000.00	FT	M	1/0	XHHW CU (STR)	4.1642	1.0000	4,164.20	0.0240	1.0000	24.00
100574	12.00	EA	M	1/0	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.3600	1.0000	4.32
	0.00										
100840	140.00	EA	M		MACHINE CODED SLEEVE	0.3100	1.0000	43.40	0.0500	1.0000	7.00
						Phase Totals:		**14,026.92**			**143.80**

Phase: 300 - CABLE
└**SubPhase:** BRANCH-CTRL-INST

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
	0.00				**Fiber Optic Pull In Labor (From J-Box to End Point)**						

Phase: 300 - CABLE
SubPhase: BRANCH-CTRL-INST

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
675	1.00		M		Fiber Labor	0.0000	1.0000	0.00	180.0000	1.0000	180.00
	0.00				**Miscellaneous Signal/Comm Cable.**						
70279	2,500.00	FT	M	14	XHHW CU (STR)	0.2255	1.0000	563.70	0.0060	1.0000	15.00
753	2.00	EA	M	500'	Belden 9318 (18/2 + Shield)	1,281.5700	1.0000	2,563.14	3.0000	1.0000	6.00
760	2,500.00		M		Ethernet Cable - CAT6	0.7200	1.0000	1,800.00	0.0070	1.0000	17.50
	0.00				**PWTP-ADM-CB2 TO PWTP-ADM-CB1**						
760	110.00		M		Ethernet Cable - CAT6	0.7200	1.0000	79.20	0.0070	1.0000	0.77
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	110.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	18.77	0.0035	1.0000	0.39
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-ADM-CB1 TO PWTP-ADM-CPL01**						
760	230.00		M		Ethernet Cable - CAT6	0.7200	1.0000	165.60	0.0070	1.0000	1.61
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	230.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	39.24	0.0035	1.0000	0.81
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-ADM-CB2 TO PWTP-ADM-CPL01**						
760	230.00		M		Ethernet Cable - CAT6	0.7200	1.0000	165.60	0.0070	1.0000	1.61
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	230.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	39.24	0.0035	1.0000	0.81
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-BFL-CPL01-CPP01 TO AFD-BSL-P-2383**						
760	110.00		M		Ethernet Cable - CAT6	0.7200	1.0000	79.20	0.0070	1.0000	0.77
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	110.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	18.77	0.0035	1.0000	0.39
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-BFL-CPL01-CPP01 TO AFD-BSL-P-2382**						
760	110.00		M		Ethernet Cable - CAT6	0.7200	1.0000	79.20	0.0070	1.0000	0.77
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	110.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	18.77	0.0035	1.0000	0.39
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-BFL-CPL01-CPP01 TO AFD-BSL-P-2381**						
760	120.00		M		Ethernet Cable - CAT6	0.7200	1.0000	86.40	0.0070	1.0000	0.84
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	120.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	20.48	0.0035	1.0000	0.42

Phase: 300 - CABLE
SubPhase: BRANCH-CTRL-INST

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-BFL-CPL01-CPP01 TO AFD-RW-P-2305**						
760	110.00		M		Ethernet Cable - CAT6	0.7200	1.0000	79.20	0.0070	1.0000	0.77
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	110.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	18.77	0.0035	1.0000	0.39
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-BFL-CPL01-CPP01 TO AFD-RW-P-2306**						
760	80.00		M		Ethernet Cable - CAT6	0.7200	1.0000	57.60	0.0070	1.0000	0.56
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	80.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	13.65	0.0035	1.0000	0.28
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-BFL-CPL01-CPP01 TO AFD-RW-P-2307**						
760	110.00		M		Ethernet Cable - CAT6	0.7200	1.0000	79.20	0.0070	1.0000	0.77
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	110.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	18.77	0.0035	1.0000	0.39
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-BFL-CPL01-CPP01 TO BFTRAIN5MM**						
760	130.00		M		Ethernet Cable - CAT6	0.7200	1.0000	93.60	0.0070	1.0000	0.91
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	130.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	22.18	0.0035	1.0000	0.46
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-BFL-CPL01-CPP01 TO BFTRAIN4MM**						
760	140.00		M		Ethernet Cable - CAT6	0.7200	1.0000	100.80	0.0070	1.0000	0.98
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	140.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	23.89	0.0035	1.0000	0.49
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-BFL-CPL01-CPP01 TO PWTP-MCC-BF-CPP01 (1)**						
760	120.00		M		Ethernet Cable - CAT6	0.7200	1.0000	86.40	0.0070	1.0000	0.84
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	120.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	20.48	0.0035	1.0000	0.42
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-BFL-CPL01-CPP01 TO PWTP-MCC-BF-CPP01 (2)**						
760	120.00		M		Ethernet Cable - CAT6	0.7200	1.0000	86.40	0.0070	1.0000	0.84
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40

Phase: 300 - CABLE
SubPhase: BRANCH-CTRL-INST

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
70279	120.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	20.48	0.0035	1.0000	0.42
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-BFL-CPL01-CPP01 TO PWTP-MCC-BF-CPP02**						
760	140.00		M		Ethernet Cable - CAT6	0.7200	1.0000	100.80	0.0070	1.0000	0.98
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	140.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	23.89	0.0035	1.0000	0.49
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-BFL-CPL01-CPP01 TO BFTRAIN5SS**						
760	150.00		M		Ethernet Cable - CAT6	0.7200	1.0000	108.00	0.0070	1.0000	1.05
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	150.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	25.59	0.0035	1.0000	0.53
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-BFL-CPL01-CPP01 TO BFTRAIN4SS**						
760	150.00		M		Ethernet Cable - CAT6	0.7200	1.0000	108.00	0.0070	1.0000	1.05
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	150.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	25.59	0.0035	1.0000	0.53
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-BFL-CPL01-CPP01 TO PWTP-BFL-CPL02-CPP01 - (1)**						
760	100.00		M		Ethernet Cable - CAT6	0.7200	1.0000	72.00	0.0070	1.0000	0.70
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	100.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	17.06	0.0035	1.0000	0.35
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-BFL-CPL01-CPP01 TO PWTP-BFL-CPL02-CPP01 - (2)**						
760	100.00		M		Ethernet Cable - CAT6	0.7200	1.0000	72.00	0.0070	1.0000	0.70
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	100.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	17.06	0.0035	1.0000	0.35
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-BFL-CPL01-CPP01 TO PWTP-BFL-PLY-CPL01-CPP01 - (1)**						
760	140.00		M		Ethernet Cable - CAT6	0.7200	1.0000	100.80	0.0070	1.0000	0.98
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	140.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	23.89	0.0035	1.0000	0.49
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30

Phase: 300 - CABLE
SubPhase: BRANCH-CTRL-INST

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
	0.00				**PWTP-BFL-CPL01-CPP01 TO PWTP-BFL-PLY-CPL01-CPP01 - (2)**						
760	140.00		M		Ethernet Cable - CAT6	0.7200	1.0000	100.80	0.0070	1.0000	0.98
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	140.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	23.89	0.0035	1.0000	0.49
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-BFL-CPL01-CPP01 TO PWTP-BFL-PLY-CPL01-CPP01 - (3)**						
760	140.00		M		Ethernet Cable - CAT6	0.7200	1.0000	100.80	0.0070	1.0000	0.98
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	140.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	23.89	0.0035	1.0000	0.49
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-MCC-BF-CPP01 TO PWTP-MCC-BF-CPP02**						
760	90.00		M		Ethernet Cable - CAT6	0.7200	1.0000	64.80	0.0070	1.0000	0.63
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	90.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	15.36	0.0035	1.0000	0.32
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-ELE-CPL03-CPP01 TO PWTP-ELE-CPL01-CPP01**						
760	600.00		M		Ethernet Cable - CAT6	0.7200	1.0000	432.00	0.0070	1.0000	4.20
761	8.00		M		RJ45 Connectors	2.4500	1.0000	19.60	0.2000	1.0000	1.60
70279	600.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	102.38	0.0035	1.0000	2.10
100564	8.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	1.20
	0.00				**PWTP-ELE-CPL03-CPP01 TO PWTP-ELE-MCC02-CPP01**						
760	110.00		M		Ethernet Cable - CAT6	0.7200	1.0000	79.20	0.0070	1.0000	0.77
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	110.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	18.77	0.0035	1.0000	0.39
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-ELE-CPL03-CPP01 TO PWTP-ELE-MCC01-CPP01**						
760	210.00		M		Ethernet Cable - CAT6	0.7200	1.0000	151.20	0.0070	1.0000	1.47
761	4.00		M		RJ45 Connectors	2.4500	1.0000	9.80	0.2000	1.0000	0.80
70279	210.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	35.83	0.0035	1.0000	0.74
100564	4.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.60
	0.00				**PWTP-ELE-CPL03-CPP01 TO PWTP-ELE-CPL04-CPP01**						
760	190.00		M		Ethernet Cable - CAT6	0.7200	1.0000	136.80	0.0070	1.0000	1.33
761	4.00		M		RJ45 Connectors	2.4500	1.0000	9.80	0.2000	1.0000	0.80

Phase: 300 - CABLE
SubPhase: BRANCH-CTRL-INST

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
70279	190.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	32.42	0.0035	1.0000	0.67
100564	4.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.60
	0.00				**PWTP-ELE-MCC01-CPP01 TO PWTP-ELE-CPL04-CPP01**						
760	140.00		M		Ethernet Cable - CAT6	0.7200	1.0000	100.80	0.0070	1.0000	0.98
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	140.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	23.89	0.0035	1.0000	0.49
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-ELE-CPL04-CPP01 TO PWTP-ELE (ITEM 11)**						
760	120.00		M		Ethernet Cable - CAT6	0.7200	1.0000	86.40	0.0070	1.0000	0.84
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	120.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	20.48	0.0035	1.0000	0.42
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-ELE-CPL04-CPP01 TO PWTP-ELE (ITEM 12)**						
760	110.00		M		Ethernet Cable - CAT6	0.7200	1.0000	79.20	0.0070	1.0000	0.77
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	110.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	18.77	0.0035	1.0000	0.39
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-ELE-CPL04-CPP01 TO PWTP-ELE (ITEM 13)**						
760	110.00		M		Ethernet Cable - CAT6	0.7200	1.0000	79.20	0.0070	1.0000	0.77
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	110.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	18.77	0.0035	1.0000	0.39
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-ELE-CPL04-CPP01 TO PWTP-ELE (ITEM 14)**						
760	110.00		M		Ethernet Cable - CAT6	0.7200	1.0000	79.20	0.0070	1.0000	0.77
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	110.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	18.77	0.0035	1.0000	0.39
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-ELE-CPL04-CPP01 TO PWTP-ELE (ITEM 15)**						
760	90.00		M		Ethernet Cable - CAT6	0.7200	1.0000	64.80	0.0070	1.0000	0.63
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	90.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	15.36	0.0035	1.0000	0.32
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-ELE-CPL04-CPP01 TO PWTP-ELE (ITEM 16)**						
760	90.00		M		Ethernet Cable - CAT6	0.7200	1.0000	64.80	0.0070	1.0000	0.63

Phase: 300 - CABLE
SubPhase: BRANCH-CTRL-INST

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	90.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	15.36	0.0035	1.0000	0.32
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-ELE-CPL04-CPP01 TO PWTP-ELE (ITEM 17)**						
760	90.00		M		Ethernet Cable - CAT6	0.7200	1.0000	64.80	0.0070	1.0000	0.63
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	90.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	15.36	0.0035	1.0000	0.32
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-ELE-CPL04-CPP01 TO PWTP-ELE (ITEM 18)**						
760	130.00		M		Ethernet Cable - CAT6	0.7200	1.0000	93.60	0.0070	1.0000	0.91
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	130.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	22.18	0.0035	1.0000	0.46
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-ELE-CPL04-CPP01 TO PWTP-ELE (ITEM 19)**						
760	120.00		M		Ethernet Cable - CAT6	0.7200	1.0000	86.40	0.0070	1.0000	0.84
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	120.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	20.48	0.0035	1.0000	0.42
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-ELE-CPL04-CPP01 TO PWTP-ELE (ITEM 20)**						
760	130.00		M		Ethernet Cable - CAT6	0.7200	1.0000	93.60	0.0070	1.0000	0.91
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	130.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	22.18	0.0035	1.0000	0.46
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-ELE-CPL04-CPP01 TO PWTP-ELE (ITEM 21)**						
760	110.00		M		Ethernet Cable - CAT6	0.7200	1.0000	79.20	0.0070	1.0000	0.77
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	110.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	18.77	0.0035	1.0000	0.39
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-ELE-CPL04-CPP01 TO PWTP-ELE (ITEM 22)**						
760	110.00		M		Ethernet Cable - CAT6	0.7200	1.0000	79.20	0.0070	1.0000	0.77
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	110.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	18.77	0.0035	1.0000	0.39
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-FLT01-CPL01-CPP01 TO PWTP-FLT01-P2101-1-PPL01**						

Phase: 300 - CABLE
SubPhase: BRANCH-CTRL-INST

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
760	210.00		M		Ethernet Cable - CAT6	0.7200	1.0000	151.20	0.0070	1.0000	1.47
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	210.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	35.83	0.0035	1.0000	0.74
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-FLT01-CPL01-CPP01 TO PWTP-FLT01-P2101-2-PPL01**						
760	210.00		M		Ethernet Cable - CAT6	0.7200	1.0000	151.20	0.0070	1.0000	1.47
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	210.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	35.83	0.0035	1.0000	0.74
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-FLT01-P2101-1-PPL01 TO PWTP-FLT01-P2101-2-PPL01**						
760	100.00		M		Ethernet Cable - CAT6	0.7200	1.0000	72.00	0.0070	1.0000	0.70
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	100.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	17.06	0.0035	1.0000	0.35
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-FLT02-CPL01-CPP01 TO PWTP-FLT02-P2102-PPL01**						
760	210.00		M		Ethernet Cable - CAT6	0.7200	1.0000	151.20	0.0070	1.0000	1.47
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	210.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	35.83	0.0035	1.0000	0.74
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-FLT02-CPL01-CPP01 TO PWTP-FLT02-P2102-PPL01**						
760	210.00		M		Ethernet Cable - CAT6	0.7200	1.0000	151.20	0.0070	1.0000	1.47
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	210.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	35.83	0.0035	1.0000	0.74
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-FLT08-CPL01-CPP01 TO PWTP-FLT08-P2108-3-PPL01**						
760	210.00		M		Ethernet Cable - CAT6	0.7200	1.0000	151.20	0.0070	1.0000	1.47
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	210.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	35.83	0.0035	1.0000	0.74
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-FLT08-CPL01-CPP01 TO PWTP-FLT08-P2108-PPL01**						
760	210.00		M		Ethernet Cable - CAT6	0.7200	1.0000	151.20	0.0070	1.0000	1.47

Phase: 300 - CABLE
SubPhase: BRANCH-CTRL-INST

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	210.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	35.83	0.0035	1.0000	0.74
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-FLT08-P2108-3-PPL01 TO PWTP-FLT08-P2108-4-PPL01**						
760	100.00		M		Ethernet Cable - CAT6	0.7200	1.0000	72.00	0.0070	1.0000	0.70
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	100.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	17.06	0.0035	1.0000	0.35
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-FLT08-P2108-4-PPL01 TO PWTP-FLT08-P2108-PPL01**						
760	110.00		M		Ethernet Cable - CAT6	0.7200	1.0000	79.20	0.0070	1.0000	0.77
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	110.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	18.77	0.0035	1.0000	0.39
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-FLT09-CPL01-CPP01 TO PWTP-FLT09-P2109-PPL01 - (1)**						
760	220.00		M		Ethernet Cable - CAT6	0.7200	1.0000	158.40	0.0070	1.0000	1.54
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	220.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	37.54	0.0035	1.0000	0.77
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-FLT09-CPL01-CPP01 TO PWTP-FLT09-P2109-PPL01 - (2)**						
760	220.00		M		Ethernet Cable - CAT6	0.7200	1.0000	158.40	0.0070	1.0000	1.54
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	220.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	37.54	0.0035	1.0000	0.77
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-INF-MET-CPL01-CPP01 TO PWTP-BS-2201-CP**						
760	160.00		M		Ethernet Cable - CAT6	0.7200	1.0000	115.20	0.0070	1.0000	1.12
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	160.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	27.30	0.0035	1.0000	0.56
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-BS-2201-CP TO PWTP-BS-2202-CP**						
760	110.00		M		Ethernet Cable - CAT6	0.7200	1.0000	79.20	0.0070	1.0000	0.77
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	110.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	18.77	0.0035	1.0000	0.39

Phase: 300 - CABLE
SubPhase: BRANCH-CTRL-INST

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-BS-2202-CP TO PWTP-RWP-2201**						
760	130.00		M		Ethernet Cable - CAT6	0.7200	1.0000	93.60	0.0070	1.0000	0.91
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	130.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	22.18	0.0035	1.0000	0.46
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-RWP-2201 TO PWTP-RWP-2202**						
760	110.00		M		Ethernet Cable - CAT6	0.7200	1.0000	79.20	0.0070	1.0000	0.77
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	110.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	18.77	0.0035	1.0000	0.39
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-INF-MET-CPL01-CPP01 TO PWTP-RWP-2202**						
760	180.00		M		Ethernet Cable - CAT6	0.7200	1.0000	129.60	0.0070	1.0000	1.26
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	180.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	30.71	0.0035	1.0000	0.63
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PRE-CPL01-CPP01 TO PWTP-PRE-CPL02-CPP01 - (1)**						
760	170.00		M		Ethernet Cable - CAT6	0.7200	1.0000	122.40	0.0070	1.0000	1.19
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	170.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	29.01	0.0035	1.0000	0.60
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PRE-CPL01-CPP01 TO PWTP-PRE-CPL02-CPP01 - (2)**						
760	170.00		M		Ethernet Cable - CAT6	0.7200	1.0000	122.40	0.0070	1.0000	1.19
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	170.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	29.01	0.0035	1.0000	0.60
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PRE-CPL01-CPP01 TO PWTP-PRE-MCC01-CPP01**						
760	220.00		M		Ethernet Cable - CAT6	0.7200	1.0000	158.40	0.0070	1.0000	1.54
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	220.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	37.54	0.0035	1.0000	0.77
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PRE-CPL01-CPP01 TO PWTP-PRE-MCC02-CPP01 - (1)**						

Phase: 300 - CABLE
SubPhase: BRANCH-CTRL-INST

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
760	180.00		M		Ethernet Cable - CAT6	0.7200	1.0000	129.60	0.0070	1.0000	1.26
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	180.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	30.71	0.0035	1.0000	0.63
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PRE-CPL01-CPP01 TO PWTP-PRE-MCC02-CPP01 - (2)**						
760	180.00		M		Ethernet Cable - CAT6	0.7200	1.0000	129.60	0.0070	1.0000	1.26
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	180.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	30.71	0.0035	1.0000	0.63
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PRE-CPL02-CPP01 TO P-2816**						
760	100.00		M		Ethernet Cable - CAT6	0.7200	1.0000	72.00	0.0070	1.0000	0.70
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	100.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	17.06	0.0035	1.0000	0.35
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PRE-CPL02-CPP01 TO P-2817**						
760	110.00		M		Ethernet Cable - CAT6	0.7200	1.0000	79.20	0.0070	1.0000	0.77
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	110.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	18.77	0.0035	1.0000	0.39
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PRE-CPL02-CPP01 TO P2818**						
760	120.00		M		Ethernet Cable - CAT6	0.7200	1.0000	86.40	0.0070	1.0000	0.84
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	120.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	20.48	0.0035	1.0000	0.42
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PRE-CPL02-CPP01 TO FLC-CP-033 (ITEM 9)**						
760	130.00		M		Ethernet Cable - CAT6	0.7200	1.0000	93.60	0.0070	1.0000	0.91
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	130.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	22.18	0.0035	1.0000	0.46
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PRE-CPL02-CPP01 TO FLC-CP-033 (ITEM 10)**						
760	130.00		M		Ethernet Cable - CAT6	0.7200	1.0000	93.60	0.0070	1.0000	0.91
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	130.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	22.18	0.0035	1.0000	0.46
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30

Phase: 300 - CABLE
SubPhase: BRANCH-CTRL-INST

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
	0.00				**PWTP-PRE-CPL02-CPP01 TO FLC-CP-033 (ITEM 11)**						
760	130.00		M		Ethernet Cable - CAT6	0.7200	1.0000	93.60	0.0070	1.0000	0.91
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	130.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	22.18	0.0035	1.0000	0.46
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PRE-CPL02-CPP01 TO FLC-CP-043 (ITEM 12)**						
760	110.00		M		Ethernet Cable - CAT6	0.7200	1.0000	79.20	0.0070	1.0000	0.77
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	110.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	18.77	0.0035	1.0000	0.39
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PRE-CPL02-CPP01 TO FLC-CP-043 (ITEM 13)**						
760	110.00		M		Ethernet Cable - CAT6	0.7200	1.0000	79.20	0.0070	1.0000	0.77
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	110.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	18.77	0.0035	1.0000	0.39
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PRE-CPL02-CPP01 TO FLC-CP-043 (ITEM 14)**						
760	110.00		M		Ethernet Cable - CAT6	0.7200	1.0000	79.20	0.0070	1.0000	0.77
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	110.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	18.77	0.0035	1.0000	0.39
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PRE-CPL02-CPP01 TO FLC-CP-053 (ITEM 15)**						
760	110.00		M		Ethernet Cable - CAT6	0.7200	1.0000	79.20	0.0070	1.0000	0.77
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	110.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	18.77	0.0035	1.0000	0.39
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PRE-CPL02-CPP01 TO FLC-CP-053 (ITEM 16)**						
760	110.00		M		Ethernet Cable - CAT6	0.7200	1.0000	79.20	0.0070	1.0000	0.77
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	110.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	18.77	0.0035	1.0000	0.39
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PRE-CPL02-CPP01 TO FLC-CP-053 (ITEM 17)**						
760	110.00		M		Ethernet Cable - CAT6	0.7200	1.0000	79.20	0.0070	1.0000	0.77
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	110.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	18.77	0.0035	1.0000	0.39

Phase: 300 - CABLE
SubPhase: BRANCH-CTRL-INST

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PRE-CPL02-CPP01 TO PWTP-PRE-MCC01-CPP01 (ITEM 18)**						
760	120.00		M		Ethernet Cable - CAT6	0.7200	1.0000	86.40	0.0070	1.0000	0.84
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	120.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	20.48	0.0035	1.0000	0.42
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PRE-CPL02-CPP01 TO RW-P-104 (ITEM 19)**						
760	120.00		M		Ethernet Cable - CAT6	0.7200	1.0000	86.40	0.0070	1.0000	0.84
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	120.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	20.48	0.0035	1.0000	0.42
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PRE-CPL02-CPP01 TO RW-P-103 (ITEM 20)**						
760	120.00		M		Ethernet Cable - CAT6	0.7200	1.0000	86.40	0.0070	1.0000	0.84
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	120.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	20.48	0.0035	1.0000	0.42
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PRE-CPL02-CPP01 TO RW-P-102 (ITEM 21)**						
760	120.00		M		Ethernet Cable - CAT6	0.7200	1.0000	86.40	0.0070	1.0000	0.84
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	120.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	20.48	0.0035	1.0000	0.42
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PRE-CPL02-CPP01 TO RW-P-101 (ITEM 22)**						
760	120.00		M		Ethernet Cable - CAT6	0.7200	1.0000	86.40	0.0070	1.0000	0.84
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	120.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	20.48	0.0035	1.0000	0.42
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PRE-MCC01-CPP01 TO PWTP-PRE-MCC02-CPP01 (ITEM 23)**						
760	130.00		M		Ethernet Cable - CAT6	0.7200	1.0000	93.60	0.0070	1.0000	0.91
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	130.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	22.18	0.0035	1.0000	0.46
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PST-CPL01-CPP01 TO PWTP-PST-MCC01-CPP01 (ITEM 1)**						

Phase: 300 - CABLE
SubPhase: BRANCH-CTRL-INST

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
760	100.00		M		Ethernet Cable - CAT6	0.7200	1.0000	72.00	0.0070	1.0000	0.70
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	100.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	17.06	0.0035	1.0000	0.35
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PST-CPL01-CPP01 TO PWTP-PST-MCC01-CPP01 (ITEM 2)**						
760	100.00		M		Ethernet Cable - CAT6	0.7200	1.0000	72.00	0.0070	1.0000	0.70
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	100.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	17.06	0.0035	1.0000	0.35
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PST-CPL01-CPP01 TO PWTP-PST-MCC01-CPP01 (ITEM 3)**						
760	100.00		M		Ethernet Cable - CAT6	0.7200	1.0000	72.00	0.0070	1.0000	0.70
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	100.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	17.06	0.0035	1.0000	0.35
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PST-CPL01-CPP01 TO PWTP-PST-NCL-CPL01-CPP01 (ITEM 4)**						
760	150.00		M		Ethernet Cable - CAT6	0.7200	1.0000	108.00	0.0070	1.0000	1.05
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	150.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	25.59	0.0035	1.0000	0.53
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PST-CPL01-CPP01 TO PWTP-PST-NCL-CPL01-CPP01 (ITEM 5)**						
760	150.00		M		Ethernet Cable - CAT6	0.7200	1.0000	108.00	0.0070	1.0000	1.05
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	150.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	25.59	0.0035	1.0000	0.53
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PST-CPL01-CPP01 TO PWTP-FLT-BLW2171 (ITEM 6)**						
760	130.00		M		Ethernet Cable - CAT6	0.7200	1.0000	93.60	0.0070	1.0000	0.91
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	130.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	22.18	0.0035	1.0000	0.46
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PST-CPL01-CPP01 TO PWTP-FLT-BLW2171 (ITEM 7)**						
760	130.00		M		Ethernet Cable - CAT6	0.7200	1.0000	93.60	0.0070	1.0000	0.91

Phase: 300 - CABLE
SubPhase: BRANCH-CTRL-INST

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	130.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	22.18	0.0035	1.0000	0.46
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PST-CPL01-CPP01 TO PWTP-FLT-BLW2151 (ITEM 8)**						
760	120.00		M		Ethernet Cable - CAT6	0.7200	1.0000	86.40	0.0070	1.0000	0.84
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	120.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	20.48	0.0035	1.0000	0.42
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PST-CPL01-CPP01 TO PWTP-FLT-BLW2151 (ITEM 9)**						
760	120.00		M		Ethernet Cable - CAT6	0.7200	1.0000	86.40	0.0070	1.0000	0.84
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	120.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	20.48	0.0035	1.0000	0.42
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-FLT-BLW2151 TO PWTP-FLT-BLW2171 (ITEM 10)**						
760	110.00		M		Ethernet Cable - CAT6	0.7200	1.0000	79.20	0.0070	1.0000	0.77
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	110.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	18.77	0.0035	1.0000	0.39
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PSD-CPL01-CPP01 TO PWTP-P0141-PPL01 (ITEM 1)**						
760	500.00		M		Ethernet Cable - CAT6	0.7200	1.0000	360.00	0.0070	1.0000	3.50
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	500.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	85.32	0.0035	1.0000	1.75
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PSD-CPL01-CPP01 TO PWTP-PSD2252-PPL01 (ITEM 2)**						
760	500.00		M		Ethernet Cable - CAT6	0.7200	1.0000	360.00	0.0070	1.0000	3.50
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	500.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	85.32	0.0035	1.0000	1.75
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-P0141-PPL01 TO PWTP-PSD2251-PPL01 (ITEM 3)**						
760	500.00		M		Ethernet Cable - CAT6	0.7200	1.0000	360.00	0.0070	1.0000	3.50
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40

Phase: 300 - CABLE
SubPhase: BRANCH-CTRL-INST

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
70279	500.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	85.32	0.0035	1.0000	1.75
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-PSD2251-PPL01 TO PWTP-PSD2252-PPL01 (ITEM 4)**						
760	500.00		M		Ethernet Cable - CAT6	0.7200	1.0000	360.00	0.0070	1.0000	3.50
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	500.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	85.32	0.0035	1.0000	1.75
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-FLC-CPL01-CPP01 TO SLUDGE BASIN DRAW OFF 1**						
760	750.00		M		Ethernet Cable - CAT6	0.7200	1.0000	540.00	0.0070	1.0000	5.25
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	750.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	127.97	0.0035	1.0000	2.63
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-FLC-CPL01-CPP01 TO SLUDGE BASIN DRAW OFF 2**						
760	710.00		M		Ethernet Cable - CAT6	0.7200	1.0000	511.20	0.0070	1.0000	4.97
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	710.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	121.15	0.0035	1.0000	2.49
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-FLC-CPL01-CPP01 TO SLUDGE BASIN DRAW OFF 3**						
760	650.00		M		Ethernet Cable - CAT6	0.7200	1.0000	468.00	0.0070	1.0000	4.55
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	650.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	110.91	0.0035	1.0000	2.28
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-FLC-CPL01-CPP01 TO SLUDGE BASIN DRAW OFF 4**						
760	610.00		M		Ethernet Cable - CAT6	0.7200	1.0000	439.20	0.0070	1.0000	4.27
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	610.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	104.08	0.0035	1.0000	2.14
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-FLC-CPL01-CPP01 TO SLUDGE BASIN DRAW OFF 5**						
760	530.00		M		Ethernet Cable - CAT6	0.7200	1.0000	381.60	0.0070	1.0000	3.71
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	530.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	90.43	0.0035	1.0000	1.86

Phase: 300 - CABLE
SubPhase: BRANCH-CTRL-INST

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-FLC-CPL01-CPP01 TO SLUDGE BASIN DRAW OFF 6**						
760	500.00		M		Ethernet Cable - CAT6	0.7200	1.0000	360.00	0.0070	1.0000	3.50
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	500.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	85.32	0.0035	1.0000	1.75
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-FLC-CPL01-CPP01 TO SLUDGE BASIN DRAW OFF 7**						
760	440.00		M		Ethernet Cable - CAT6	0.7200	1.0000	316.80	0.0070	1.0000	3.08
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	440.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	75.08	0.0035	1.0000	1.54
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-FLC-CPL01-CPP01 TO SLUDGE BASIN DRAW OFF 8**						
760	400.00		M		Ethernet Cable - CAT6	0.7200	1.0000	288.00	0.0070	1.0000	2.80
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	400.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	68.25	0.0035	1.0000	1.40
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-FLC-CPL01-CPP01 TO SLUDGE BASIN DRAW OFF 9**						
760	350.00		M		Ethernet Cable - CAT6	0.7200	1.0000	252.00	0.0070	1.0000	2.45
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	350.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	59.72	0.0035	1.0000	1.23
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-SHA-CPL01-CPP01 TO PWTP-SHA-MCC01-CPP01 (ITEM 1/2)**						
760	240.00		M		Ethernet Cable - CAT6	0.7200	1.0000	172.80	0.0070	1.0000	1.68
761	4.00		M		RJ45 Connectors	2.4500	1.0000	9.80	0.2000	1.0000	0.80
70279	240.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	40.95	0.0035	1.0000	0.84
100564	4.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.60
	0.00				**PWTP-SHA-CPL01-CPP01 TO PWPT-TSS-COLL875-PPL01 (ITEM 3/5)**						
760	440.00		M		Ethernet Cable - CAT6	0.7200	1.0000	316.80	0.0070	1.0000	3.08
761	4.00		M		RJ45 Connectors	2.4500	1.0000	9.80	0.2000	1.0000	0.80
70279	440.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	75.08	0.0035	1.0000	1.54
100564	4.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.60

Phase: 300 - CABLE
└**SubPhase:** BRANCH-CTRL-INST

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
	0.00				**PWTP-SHA-CPL01-CPP01 TO PWTP-TSS-COLL775-PPL01 (ITEM 6/7)**						
760	340.00		M		Ethernet Cable - CAT6	0.7200	1.0000	244.80	0.0070	1.0000	2.38
761	4.00		M		RJ45 Connectors	2.4500	1.0000	9.80	0.2000	1.0000	0.80
70279	340.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	58.01	0.0035	1.0000	1.19
100564	4.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.60
	0.00				**PWTP-SHA-CPL01-CPP01 TO PWTP-TSS-SUPXXXX-PPL01 (ITEM 4)**						
760	170.00		M		Ethernet Cable - CAT6	0.7200	1.0000	122.40	0.0070	1.0000	1.19
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	170.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	29.01	0.0035	1.0000	0.60
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-SHA-CPL01-CPP01 TO PWTP-TSS-SUPXXXX-PPL01 (ITEM 8)**						
760	190.00		M		Ethernet Cable - CAT6	0.7200	1.0000	136.80	0.0070	1.0000	1.33
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	190.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	32.42	0.0035	1.0000	0.67
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00				**PWTP-INF-MIX-CPL01-CPP01 TO PWTP-LCP-MX-2230 (ITEM 1/2)**						
760	190.00		M		Ethernet Cable - CAT6	0.7200	1.0000	136.80	0.0070	1.0000	1.33
761	4.00		M		RJ45 Connectors	2.4500	1.0000	9.80	0.2000	1.0000	0.80
70279	190.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	32.42	0.0035	1.0000	0.67
100564	4.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.60
	0.00				**IO-NAOCL (PLC) TO EZ1000 (Instrument) - CAT6**						
760	500.00		M		Ethernet Cable - CAT6	0.7200	1.0000	360.00	0.0070	1.0000	3.50
761	2.00		M		RJ45 Connectors	2.4500	1.0000	4.90	0.2000	1.0000	0.40
70279	500.00	FT	M	14	XHHW CU (STR)	0.1706	1.0000	85.32	0.0035	1.0000	1.75
100564	2.00	EA	M	14	WIRE TERMINATION LBR	0.0000	1.0000	0.00	0.1500	1.0000	0.30
	0.00										
100840	400.00	EA	M		MACHINE CODED SLEEVE	0.3100	1.0000	124.00	0.0500	1.0000	20.00
					Phase Totals:			**24,674.72**			**545.00**

Phase: 300 - CABLE
└**SubPhase:** GROUNDING

Phase: 300 - CABLE
SubPhase: GROUNDING

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
	0.00				**Grounding for New Generator**						
70401	1,000.00	FT	M	4/0	BARE CU (STR)	4.4700	1.0000	4,470.00	0.0200	1.0000	20.00
742	20.00	EA	M	#150	Cadweld Plus - #150 Weld Cups	25.0000	1.0000	500.00	0.2000	1.0000	4.00
	0.00				**Grounding**						
743	5.00	EA	M	3/4"	Ground Rod - 3/4" x 10'	57.7000	1.5000	432.75	0.5000	1.0000	2.50
344	5.00	EA	M	B1017 - Christy	Christy - #B1017 Ground Well	206.4100	1.0000	1,032.05	0.5000	1.0000	2.50
345	5.00	EA	M	B51JH - Christy	Christy - #B51JH (Ground - Lid)	201.5400	1.0000	1,007.70	0.5000	1.0000	2.50
					Phase Totals:			**7,442.50**			**31.50**

Phase: 500 - SWITCHGEAR
SubPhase: SWITCHGEAR

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
	0.00				**BF-MX-2351 MCC BUCKET MODIFICATION:**						
467	1.00		M		BF-MX-2351	528.9200	1.0000	528.92	9.0000	1.0000	9.00
	0.00				**BF-MX-2371 MCC BUCKET MODIFICATION**						
468	1.00		M		BF-MX-2371	528.9200	1.0000	528.92	9.0000	1.0000	9.00
	0.00				**BF-MX-2352 MCC BUCKET MODIFICATION**						
469	1.00		M		BF-MX-2352	528.9200	1.0000	528.92	9.0000	1.0000	9.00
	0.00				**BF-P-2351 MCC BUCKET MODIFICATION**						
470	1.00		M		BF-P-2351	528.9200	1.0000	528.92	9.0000	1.0000	9.00
	0.00				**BF-P-2352 MCC BUCKET MODIFICATION**						
471	1.00		M		BF-P-2352	528.9200	1.0000	528.92	9.0000	1.0000	9.00
	0.00				**BF-MX-2372 MCC BUCKET MODIFICATION**						
472	1.00		M		BF-MX-2372	528.9200	1.0000	528.92	9.0000	1.0000	9.00
	0.00				**BF-P-2371 MCC BUCKET MODIFICATION**						
473	1.00		M		BF-P-2371	528.9200	1.0000	528.92	9.0000	1.0000	9.00
	0.00				**BF-P-2372 MCC BUCKET MODIFICATION**						
474	1.00		M		BF-P-2372	528.9200	1.0000	528.92	9.0000	1.0000	9.00
	0.00				**RW-P-2211 MCC BUCKET MODIFICATION**						
475	1.00		M		RW-P-2211	528.9200	1.0000	528.92	9.0000	1.0000	9.00
	0.00				**RW-P-2212 MCC BUCKET MODIFICATION**						
476	1.00		M		RW-P-2212	528.9200	1.0000	528.92	9.0000	1.0000	9.00
	0.00				**RW-P-2310 MCC BUCKET MODIFICATION**						
477	1.00		M		RW-P-2310	815.4500	1.0000	815.45	9.0000	1.0000	9.00

Phase: 500 - SWITCHGEAR
SubPhase: SWITCHGEAR

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
	0.00				**RW-P-2320 MCC BUCKET MODIFICATION**						
478	1.00	M			RW-P-2320	815.4500	1.0000	815.45	9.0000	1.0000	9.00
	0.00				**AA-BL-2151 MCC BUCKET MODIFICATION**						
479	1.00	M			AA-BL-2151	815.4500	1.0000	815.45	9.0000	1.0000	9.00
	0.00				**AA-BL-2171 MCC BUCKET MODIFICATION**						
480	1.00	M			AA-BL-2171	815.4500	1.0000	815.45	9.0000	1.0000	9.00
	0.00				**AA-BL-2630 MCC BUCKET MODIFICATION**						
481	1.00	M			AA-BL-2630	528.9200	1.0000	528.92	9.0000	1.0000	9.00
	0.00				**AA-BL-2640 MCC BUCKET MODIFICATION**						
482	1.00	M			AA-BL-2640	528.9200	1.0000	528.92	9.0000	1.0000	9.00
	0.00				**P-2814 MCC BUCKET MODIFICATION**						
483	1.00	M			P-2814	2,374.4500	1.0000	2,374.45	9.0000	1.0000	9.00
	0.00				**MIX-0493/MIX-0498 MCC BUCKET MODIFICATION**						
484	1.00	M			MIX-0493/MIX-0498	1,057.8400	1.0000	1,057.84	9.0000	1.0000	9.00
	0.00				**MIX-2330 MCC BUCKET MODIFICATION**						
485	1.00	M			MIX-2330	528.9200	1.0000	528.92	9.0000	1.0000	9.00
	0.00				**P-341 MCC BUCKET MODIFICATION**						
486	1.00	M			P-341	528.9200	1.0000	528.92	9.0000	1.0000	9.00
	0.00				**MIX-0483 MCC BUCKET MODIFICATION**						
487	1.00	M			MIX-0483	1,057.8400	1.0000	1,057.84	9.0000	1.0000	9.00
	0.00				**SED BASIN 2 SLUDGE COLLECTOR A MCC BUCKET MODICATION**						
488	1.00	M			SED BASIN 2 SLUDGE COLLECTOR	1,223.2800	1.0000	1,223.28	9.0000	1.0000	9.00
	0.00				**SED BASIN 2 SLUDGE COLLECTOR B MCC BUCKET MODIFICATION**						
489	1.00	M			SED BASIN SLUDGE COLLECTOR B	1,223.2800	1.0000	1,223.28	9.0000	1.0000	9.00
	0.00				**SED BASIN 2 SLUDGE COLLECTOR C MCC BUCKET MODIFICATION**						
490	1.00	M			SED BASIN 2 SLUDGE COLLECTOR C	3,444.3500	1.0000	3,444.35	9.0000	1.0000	9.00
	0.00				**SED BASIN 3 SLUDGE COLLECTOR A MCC BUCKET MODIFICATION**						
491	1.00	M			SED BASIN 3 SLUDGE COLLECTOR A	1,444.3500	1.0000	1,444.35	9.0000	1.0000	9.00
	0.00				**SED BASIN 3 SLUDGE COLLECTOR B MCC BUCKET MODIFICATION**						
492	1.00	M			SED BASIN SLUDGE COLLECTOR B	1,444.3500	1.0000	1,444.35	9.0000	1.0000	9.00
	0.00				**SED BASIN 3 SLUDGE COLLECTOR C MCC BUCKET MODIFICATION**						

Phase: 500 - SWITCHGEAR
SubPhase: SWITCHGEAR

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
493	1.00		M		SED BASIN 3 SLUDGE COLLECTOR C	1,444.3500	1.0000	1,444.35	9.0000	1.0000	9.00
	0.00				**MIX-0482 MCC BUCKET MODIFICATION**						
494	1.00		M		MIX-0482	1,444.3500	1.0000	1,444.35	9.0000	1.0000	9.00
	0.00				**P-2815 MCC BUCKET MODIFICATION**						
495	1.00		M		P-2815	2,374.4500	1.0000	2,374.45	9.0000	1.0000	9.00
	0.00				**MIX-2340 MCC BUCKET MODIFICATION**						
496	1.00		M		MIX-2340	528.9200	1.0000	528.92	9.0000	1.0000	9.00
	0.00				**SED BASIN 1 SLUDGE COLLECTOR A MCC BUCKET MODIFICATION**						
497	1.00		M		SED BASIN 1 SLUDGE COLLECTOR A	1,444.3500	1.0000	1,444.35	9.0000	1.0000	9.00
	0.00				**SED BASIN 1 SLUDGE COLLECTOR B MCC BUCKET MODIFICATION**						
498	1.00		M		SED BASIN SLUDGE COLLECTOR B	1,223.2800	1.0000	1,223.28	9.0000	1.0000	9.00
	0.00				**SED BASIN 1 SLUDGE COLLECTOR C MCC BUCKET MODIFICATION**						
499	1.00		M		SED BASIN 1 SLUDGE COLLECTOR C	1,444.3500	1.0000	1,444.35	9.0000	1.0000	9.00
	0.00				**WA-P-205 MCC BUCKET MODIFICATION**						
501	1.00		M		WA-P-205	1,110.4100	1.0000	1,110.41	9.0000	1.0000	9.00
	0.00				**WA-P-206 MCC BUCKET MODIFICATION**						
500	1.00		M		WA-P-206	1,110.4100	1.0000	1,110.41	9.0000	1.0000	9.00
	0.00				**BF MIXER MCC BUCKET MODIFICATION**						
502	1.00		M		BF MIXER	631.6500	1.0000	631.65	9.0000	1.0000	9.00
	0.00				**THICKENED SLUDGE PUMP M THICKENED PUMP #1 MCC BUCKET MODIFICATION**						
503	1.00		M		THICKENED SLUDGE PUMP M/PUMP #1	631.6500	1.0000	631.65	9.0000	1.0000	9.00
	0.00				**THICKENED SLUDGE PUMP M THICKENED PUMP #2 MCC BUCKET MODIFICATION**						
504	1.00		M		THICKENED SLUDGE PUMP M/PUMP #2	631.6500	1.0000	631.65	9.0000	1.0000	9.00
	0.00				**THICKENED SLUDGE PUMP M THICKENED PUMP #3 MCC BUCKET MODIFICATION**						
505	1.00		M		THICKENED SLUDGE PUMP M/PUMP #3	631.3500	1.0000	631.35	9.0000	1.0000	9.00
	0.00										
	0.00				**One (1) 100A MTS - Additional Scope for New UPS - (2031)**						
678	1.00		M		100A MTS	6,000.0000	1.0000	6,000.00	36.0000	1.0000	36.00
	0.00				**Two (2) 100A MCC Feeder Buckets - Additional Scope for New UPS - (2019-004)**						
679	2.00		M		100A MCC Feeder Buckets	11,643.5000	1.0000	23,287.00	18.0000	1.0000	36.00

						Phase Totals:		**67,874.59**				**423.00**

Phase: 600 - INSTRUMENTATION
└**SubPhase:** PANELS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
	0.00				**Junction & Pull Boxes**						
674	30.00		M		Junction/Pull Box	1,359.1500	1.0000	40,774.50	4.5000	1.0000	135.00
379	30.00	EA	M	400A PDB	Accessory ITP - PDB	271.3000	1.0000	8,139.00	1.5000	1.0000	45.00
380	30.00	EA	M	Accessory ITP	Accessory ITP - Terminals, Din-Rail, etc	250.0000	1.0000	7,500.00	1.5000	1.0000	45.00
	0.00										
	0.00				**New Control Panels:**						
	0.00				**PWTP-ELE-CPL04 Network Interface Panel**						
451	1.00		M		PWTP-ELE-CPL04	21,609.6300	1.0000	21,609.63	18.0000	1.0000	18.00
	0.00				**PWTP-FLC-CPL01 Network Interface Panel**						
452	1.00		M		PWTP-FLC-CPL01	20,925.6600	1.0000	20,925.66	18.0000	1.0000	18.00
	0.00				**PWTP-FLT-CPL01 Network Interface Panel**						
453	1.00		M		PWTP-FLT-CPL01	24,915.5700	1.0000	24,915.57	18.0000	1.0000	18.00
	0.00				**PWTP-PRE-CPL02 Network Interface Panel**						
454	1.00		M		PWTP-PRE-CPL02	23,813.1600	1.0000	23,813.16	18.0000	1.0000	18.00
	0.00				**PWTP-PSD-CPL01 Network Interface Panel**						
455	1.00		M		PWTP-PSD-CPL01	23,813.1600	1.0000	23,813.16	18.0000	1.0000	18.00
	0.00				**PWTP-SLG-CPL03 Network Interface Panel**						
456	1.00		M		PWTP-SLG-CPL03	26,068.9600	1.0000	26,068.96	18.0000	1.0000	18.00
	0.00				**PWTP-INF-MET-CPL01 Network Interface Panel**						
642	1.00		M		PWTP-INF-MET-CPL01	23,813.1600	1.0000	23,813.16	18.0000	1.0000	18.00
	0.00				**PWTP-INF-MIX-CPL01 Network Interface Panel**						
643	1.00		M		PWTP-INF-MIX-CPL01	18,341.4400	1.0000	18,341.44	18.0000	1.0000	18.00
	0.00										
						Phase Totals:		**239,714.24**				**369.00**

Phase: 600 - INSTRUMENTATION
└**SubPhase:** INSTRUMENTS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
	0.00				**20A Circuit Breakers for New Circuits: PP-SB2A (1),**						
447	3.00		M		QOB120HM - 20A CIRCUIT BREAKER	50.3100	1.0000	150.93	4.5000	1.0000	13.50
	0.00										
	0.00				**New Power Quality Monitor for MCC Buckets**						

Phase: 600 - INSTRUMENTATION
SubPhase: INSTRUMENTS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
	0.00				**PWTP-MCC-BF**						
665	1.00		M		PWTP-MCC-BF	1,250.0000	1.0000	1,250.00	6.6100	1.0000	6.61
	0.00				**PWTP-MCC-CB1**						
666	1.00		M		PWTP-MCC-CB1	1,250.0000	1.0000	1,250.00	6.6100	1.0000	6.61
	0.00				**PWTP-MCC-CB2**						
667	1.00		M		PWTP-MCC-CB2	1,250.0000	1.0000	1,250.00	6.6100	1.0000	6.61
	0.00				**PWTP-MCC-DIS**						
668	1.00		M		PWTP-MCC-DIS	1,250.0000	1.0000	1,250.00	6.6100	1.0000	6.61
	0.00				**PWTP-MCC-PCB1**						
669	1.00		M		PWTP-MCC-PCB1	1,250.0000	1.0000	1,250.00	6.6100	1.0000	6.61
	0.00				**PWTP-MCC-PCB2**						
671	1.00		M		PWTP-MCC-PCB2	1,250.0000	1.0000	1,250.00	6.6100	1.0000	6.61
	0.00				**PWTP-MCC-SB1**						
672	1.00		M		PWTP-MCC-SB1	1,250.0000	1.0000	1,250.00	6.6100	1.0000	6.61
	0.00				**PWTP-MCC-SB2**						
670	1.00		M		PWTP-MCC-SB2	1,250.0000	1.0000	1,250.00	6.6100	1.0000	6.61
	0.00				**PWTP-MCC-SH**						
673	1.00		M		PWTP-MCC-SH	1,250.0000	1.0000	1,250.00	6.6100	1.0000	6.61
	0.00										
	0.00				**FILTER CONTROL PANEL MODIFICATIONS**						
	0.00				**PWTP-FLT01-CPL01 FILTER CONTROL PANEL MODIFICATIONS**						
583	1.00		M		PWTP-FLT01-CPL01	8,802.3000	1.0000	8,802.30	18.0000	1.0000	18.00
	0.00				**PWTP-FLT02-CPL01 FILTER CONTROL PANEL MODIFICATIONS**						
584	1.00		M		PWTP-FLT02-CPL01	8,802.3000	1.0000	8,802.30	18.0000	1.0000	18.00
	0.00				**PWTP-FLT03-CPL01 FILTER CONTROL PANEL MODIFICATIONS**						
585	1.00		M		PWTP-FLT03-CPL01	8,743.7500	1.0000	8,743.75	18.0000	1.0000	18.00
	0.00				**PWTP-FLT04-CPL01 FILTER CONTROL PANEL MODIFICATIONS**						
586	1.00		M		PWTP-FLT04-CPL01	8,743.7500	1.0000	8,743.75	18.0000	1.0000	18.00
	0.00				**PWTP-FLT05-CPL01 FILTER CONTROL PANEL MODIFICATIONS**						
587	1.00		M		PWTP-FLT05-CPL01	8,743.7500	1.0000	8,743.75	18.0000	1.0000	18.00
	0.00				**PWTP-FLT06-CPL01 FILTER CONTROL PANEL MODIFICATIONS**						

Phase: 600 - INSTRUMENTATION
SubPhase: INSTRUMENTS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
588	1.00		M		PWTP-FLT06-CPL01	8,743.7500	1.0000	8,743.75	18.0000	1.0000	18.00
	0.00				**PWTP-FLT07-CPL01 FILTER CONTROL PANEL MODIFICATIONS**						
589	1.00		M		PWTP-FLT07-CPL01	8,743.7500	1.0000	8,743.75	18.0000	1.0000	18.00
	0.00				**PWTP-FLT08-CPL01 FILTER CONTROL PANEL MODIFICATIONS**						
590	1.00		M		PWTP-FLT09-CPL01	8,862.1000	1.0000	8,862.10	18.0000	1.0000	18.00
	0.00				**PWTP-FLT09-CPL01 FILTER CONTROL PANEL MODIFICATIONS**						
591	1.00		M		PWTP-FLT09-CPL01	8,862.1000	1.0000	8,862.10	18.0000	1.0000	18.00
	0.00				**PWTP-FLT10-CPL01 FILTER CONTROL PANEL MODIFICATIONS**						
592	1.00		M		PWTP-FLT10-CPL01	8,743.7500	1.0000	8,743.75	18.0000	1.0000	18.00
	0.00				**PWTP-FLT11-CPL01 FILTER CONTROL PANEL MODIFICATIONS**						
593	1.00		M		PWTP-FLT11-CPL01	8,743.7500	1.0000	8,743.75	18.0000	1.0000	18.00
	0.00				**PWTP-FLT12-CPL01 FILTER CONTROL PANEL MODIFICATIONS**						
594	1.00		M		PWTP-FLT12-CPL01	8,743.7500	1.0000	8,743.75	18.0000	1.0000	18.00
	0.00										
	0.00				**CONTROL ROOM / BUILDINGS/ CONTROL ROOM CONTROL PANEL MODIFICATIONS**						
	0.00				**PWTP-ADM-CPL01 CONTROL ROOM / BUILDING CONTROL PANEL MODIFICATIONS**						
608	1.00		M		PWTP-ADM-CPL01	12,948.4700	1.0000	12,948.47	18.0000	1.0000	18.00
	0.00				**PWTP-BFL-CPL01 CONTROL ROOM / BUILDING CONTROL PANEL MODIFICATIONS**						
609	1.00		M		PWTP-BFL-CPL01	13,365.5300	1.0000	13,365.53	18.0000	1.0000	18.00
	0.00				**PWTP-BFL-PLY3401-CPL01 CONTROL ROOM / BUILDING CONTROL PANEL MODIFICATIONS**						
610	1.00		M		PWTP-BFL-PLY3401-CPL01	11,135.4100	1.0000	11,135.41	18.0000	1.0000	18.00
	0.00				**PWTP-BFL-PLY3401-PPL01 CONTROL ROOM / BUILDING CONTROL PANEL MODIFICATIONS**						
611	1.00		M		PWTP-BFL-PLY3401-PPL01	17,108.8300	1.0000	17,108.83	18.0000	1.0000	18.00
	0.00				**PWTP-ELE-CPL01 CONTROL ROOM / BUILDING CONTROL PANEL MODIFICATIONS**						
612	1.00		M		PWTP-ELE-CPL01	12,018.7700	1.0000	12,018.77	18.0000	1.0000	18.00
	0.00				**PWTP-ELE-CPL03 CONTROL ROOM / BUILDING CONTROL PANEL MODIFICATIONS**						
613	1.00		M		PWTP-ELE-CPL03	21,372.2000	1.0000	21,372.20	18.0000	1.0000	18.00

Phase: 600 - INSTRUMENTATION
SubPhase: INSTRUMENTS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
	0.00				**PWTP-PRE-CPL01 CONTROL ROOM / BUILDING CONTROL PANEL MODIFICATIONS**						
614	1.00	M			PWTP-PRE-CPL01	13,411.9800	1.0000	13,411.98	18.0000	1.0000	18.00
	0.00				**PWTP-PST-CPL01 CONTROL ROOM / BUILDING CONTROL PANEL MODIFICATIONS**						
615	1.00	M			PWTP-PST-CPL01	24,228.2600	1.0000	24,228.26	18.0000	1.0000	18.00
	0.00				**PWTP-PST-NCL-CPL01 CONTROL ROOM / BUILDING CONTROL PANEL MODIFICATIONS**						
616	1.00	M			PWTP-PST-NCL-CPL01	25,427.6900	1.0000	25,427.69	36.0000	1.0000	36.00
	0.00				**PWTP-SLG-CPL01 CONTROL ROOM / BUILDING CONTROL PANEL MODIFICATIONS**						
617	1.00	M			PWTP-SLG-CPL01	15,909.7200	1.0000	15,909.72	18.0000	1.0000	18.00
	0.00				**PWTP-FLT-BLR2151-CPL01 CONTROL ROOM / BUILDING CONTROL PANEL MODIFICATIONS**						
618	1.00	M			PWTP-FLT-BLR2151-CPL01	10,912.0700	1.0000	10,912.07	18.0000	1.0000	18.00
	0.00				**PWTP-FLT-BLR2171-CPL01 CONTROL ROOM / BUILDING CONTROL PANEL MODIFICATIONS**						
619	1.00	M			PWTP-FLT-BLR2171-CPL01	10,912.0700	1.0000	10,912.07	18.0000	1.0000	18.00
	0.00				**PWTP-BFL-CPL01 CONTROL ROOM / BUILDING CONTROL PANEL MODIFICATIONS**						
620	1.00	M			PWTP-BFL-CPL01	10,912.0700	1.0000	10,912.07	18.0000	1.0000	18.00
	0.00				**PWTP-HPP-CPL01 CONTROL ROOM / BUILDING CONTROL PANEL MODIFICATIONS**						
621	1.00	M			PWTP-HPP-CPL01	10,912.0700	1.0000	10,912.07	18.0000	1.0000	18.00
	0.00										
	0.00				**100% Construction Plans Added Panels**						
	0.00				**PMP-0342 SLUDGE PUMP #2**						
656	1.00	M			PMP-0342	2,275.3200	1.0000	2,275.32	18.0000	1.0000	18.00
	0.00				**TSS-COLL775 GRAVITY THICKENER - 1**						
657	1.00	M			TSS-COLL775	2,437.6900	1.0000	2,437.69	18.0000	1.0000	18.00
	0.00				**TSS-COLL875 GRAVITY THICKENER - 2**						
658	1.00	M			TSS-COLL875	2,437.6900	1.0000	2,437.69	18.0000	1.0000	18.00
	0.00				**THICKENED SLUDGE BUILDING SUMP PUMP**						
659	1.00	M			THICKENED SLUDGE BUILDING SUMP PUMP	2,370.7700	1.0000	2,370.77	18.0000	1.0000	18.00
	0.00										
	0.00				**PUMP CONTROL PANEL & SINGLE PAGE MODIFICATIONS**						

Phase: 600 - INSTRUMENTATION
SubPhase: INSTRUMENTS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
	0.00				**PWTP-BS2201-PPL01 SCREEN CONTROLLER 1 MODIFIED PUMP CONTROL PANEL**						
546	1.00		M		PWTP-BS2201-PPL01	1,405.0100	1.0000	1,405.01	18.0000	1.0000	18.00
	0.00				**PWTP-BS2201-PPL01 SCREEN CONTROLLER 2 MODIFIED PUMP CONTROL PANEL**						
547	1.00		M		PWTP-BS2201-PPL01	1,405.0100	1.0000	1,405.01	18.0000	1.0000	18.00
	0.00				**PWTP-MX2230-PPL01 MODIFIED PUMP CONTROL PANEL**						
558	1.00		M		PWTP-MX2230-PPL01	1,405.0100	1.0000	1,405.01	18.0000	1.0000	18.00
	0.00				**PWTP-P0141-PPL01 MODIFIED PUMP CONTROL PANEL**						
559	1.00		M		PWTP-P0141-PPL01	1,405.0100	1.0000	1,405.01	18.0000	1.0000	18.00
	0.00				**PWTP-P2201-PPL01 MODIFIED PUMP CONTROL PANEL**						
560	1.00		M		PWTP-P2201-PPL01	1,405.0100	1.0000	1,405.01	18.0000	1.0000	18.00
	0.00				**PWTP-P2202-PPL01 MODIFIED PUMP CONTROL PANEL**						
561	1.00		M		PWTP-P2202-PPL01	1,405.0100	1.0000	1,405.01	18.0000	1.0000	18.00
	0.00				**PWTP-PSD2251-PPL01 MODIFIED PUMP CONTROL PANEL**						
562	1.00		M		PWTP-PSD2251-PPL01	1,405.0100	1.0000	1,405.01	18.0000	1.0000	18.00
	0.00				**PWTP-PSD2252-PPL01 MODIFIED PUMP CONTROL PANEL**						
563	1.00		M		PWTP-PSD2252-PPL01	1,405.0100	1.0000	1,405.01	18.0000	1.0000	18.00
	0.00										
	0.00				**Seperating 120VAC & 480VAC in Seperate Enclosure - Provide Enclosures and Labor**						
	0.00				**Re-Use Existing Equipment or Provided by Others.**						
676	1.00		M		Materials & Labor	50,000.0000	1.0000	50,000.00	216.0000	1.0000	216.00
						Phase Totals:		**398,016.42**			**990.99**

Phase: 700 - FABRICATION
SubPhase: MOUNTING RACKS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
240789	450.00	FT	M	1 5/8" x 1 5/8"H	STN-STL 316 STRUT 14G SLOTTED	23.4800	1.0000	10,566.00	0.1225	1.0000	55.13
768	6.00	EA	M	3.5	STN-STL 316 Strut Base	80.4800	1.0000	482.88	1.0000	1.0000	6.00
770	6.00	EA	M	3/8	STN-STL 316 4 Hole 90	104.3000	1.0000	625.80	0.5000	1.0000	3.00
769	200.00	EA	M	3/8	STN-STL 316 Spring Nut	10.9600	1.0000	2,192.00	0.0250	1.0000	5.00
771	200.00		M		STN-STL 316 3/8 X 1 Hex Head	1.0000	1.0000	200.00	0.0250	1.0000	5.00

Phase: 700 - FABRICATION
SubPhase: MOUNTING RACKS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
772	2.00	EA	M	3/8	STN-STL 316 3/8" Washer (100)	12.4600	1.0000	24.92	1.5000	1.0000	3.00
773	2.00	EA	M	3/8	STN-STL 316 3/8" Lock Washer	11.5500	1.0000	23.10	1.5000	1.0000	3.00
774	2.00	EA	M	3/8	STN-STL 316 Nut (Hex)	15.0800	1.0000	30.16	1.5000	1.0000	3.00
	0.00				**CONCRETE ANCHORS 3/8" - 3" 316SS**						
161321	400.00	EA	M	3/8 x 1 1/2 - 3"	HAMMER DRILLED HOLE	0.0000	1.0000	0.00	0.1400	1.0000	56.00
775	400.00		M	3/8" x 3"	CONCRETE 316SS WEDGE ANCHORS	2.6334	1.0000	1,053.36	0.0100	1.0000	4.00
					Phase Totals:			**15,198.22**			**143.13**

Phase: 800 - OTHER / MISC.
SubPhase: DEMO

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
	0.00				**POWER QUALITY MONITOR DEMOLITION**						
458	1.00		M		PWTP-MCC-BF PQM DEMO	0.0000	1.0000	0.00	3.0000	1.0000	3.00
459	1.00		M		PWTP-MCC-CB1 PQM DEMO	0.0000	1.0000	0.00	3.0000	1.0000	3.00
460	1.00		M		PWTP-MCC-CB2 PQM DEMO	0.0000	1.0000	0.00	3.0000	1.0000	3.00
461	1.00		M		PWTP-MCC-DIS PQM DEMO	0.0000	1.0000	0.00	3.0000	1.0000	3.00
462	1.00		M		PWTP-MCC-PCB1 PQM DEMO	0.0000	1.0000	0.00	3.0000	1.0000	3.00
463	1.00		M		PWTP-MCC-PCB2 PQM DEMO	0.0000	1.0000	0.00	3.0000	1.0000	3.00
464	1.00		M		PWTP-MCC-SB1 PQM DEMO	0.0000	1.0000	0.00	3.0000	1.0000	3.00
465	1.00		M		PWTP-MCC-SB2 PQM DEMO	0.0000	1.0000	0.00	3.0000	1.0000	3.00
466	1.00		M		PWTP-MCC-SH PQM DEMO	0.0000	1.0000	0.00	3.0000	1.0000	3.00
	0.00										
	0.00				**MCC BUCKET MODIFICATION DEMOLITION**						
506	1.00		M		BF-MX-2351 MCC BUCKET DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
507	1.00		M		BF-MX-2371 MCC BUCKET DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
508	1.00		M		BF-MX-2352 MCC BUCKET DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
509	1.00		M		BF-P-2351 MCC BUCKET DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
510	1.00		M		BF-P-2352 MCC BUCKET DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
511	1.00		M		BF-MX-2372 MCC BUCKET DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
512	1.00		M		BF-P-2371 MCC BUCKET DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
513	1.00		M		BF-P-2372 MCC BUCKET DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
514	1.00		M		RW-P-2211 MCC BUCKET DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
515	1.00		M		RW-P-2212 MCC BUCKET DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
516	1.00		M		RW-P-2310 MCC BUCKET DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00

Phase: 800 - OTHER / MISC.
└**SubPhase:** DEMO

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
517	1.00		M		RW-P-2320 MCC BUCKET DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
518	1.00		M		AA-BL-2151 MCC BUCKET DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
519	1.00		M		AA-BL-2171 MCC BUCKET DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
520	1.00		M		AA-BL-2630 MCC BUCKET DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
521	1.00		M		AA-BL-2640 MCC BUCKET DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
522	1.00		M		P-2814 MCC BUCKET DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
523	1.00		M		MIX-0493/0498 MCC BUCKET DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
524	1.00		M		MIX-2330 MCC BUCKET DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
525	1.00		M		P-341 MCC BUCKET DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
526	1.00		M		MIX-0483 MCC BUCKET DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
527	1.00		M		SED BASIN 2 SLUDGE COLLECTOR A DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
528	1.00		M		SED BASIN 2 SLUDGE COLLECTOR B DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
529	1.00		M		SED BASIN 2 SLUDGE COLLECTOR C DEMO	0.0000	1.0000	0.00	4.0000	1.0000	4.00
530	1.00		M		SED BASIN 3 SLUDGE COLLECTOR A DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
531	1.00		M		SED BASIN 3 SLUDGE COLLECTOR B DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
532	1.00		M		SED BASIN 3 SLUDGE COLLECTOR C DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
533	1.00		M		MIX-0482 MCC BUCKET DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
534	1.00		M		P-2815 MCC BUCKET DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
535	1.00		M		MIX-2340 MCC BUCKET DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
536	1.00		M		SED BASIN 1 SLUDGE COLLECTOR A DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
537	1.00		M		SED BASIN 1 SLUDGE COLLECTOR B DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
538	1.00		M		SED BASIN 1 SLUDGE COLLECTOR C DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
539	1.00		M		WA-P-205 MCC BUCKET DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
540	1.00		M		WA-P-206 MCC BUCKET DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
541	1.00		M		BF MIXER MOTOR MCC BUCKET DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
542	1.00		M		THICKENED SLUDGE PUMP M/PUMP #1 DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
543	1.00		M		THICKENED SLUDGE PUMP M/PUMP #2 DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
544	1.00		M		THICKENED SLUDGE PUMP M/PUMP #3 DEMO	0.0000	1.0000	0.00	5.0000	1.0000	5.00
	0.00										
	0.00				**PUMP CONTROL PANEL & SINGLE PAGE MODIFICATIONS DEMOLITION**						
564	1.00		M		PWTP-BS2201-PPL01 DEMO	0.0000	1.0000	0.00	3.0000	1.0000	3.00
565	1.00		M		PWTP-BS2201-PPL01 DEMO	0.0000	1.0000	0.00	3.0000	1.0000	3.00
577	1.00		M		PWTP-MX2230-PPL01 DEMO	0.0000	1.0000	0.00	2.0000	1.0000	2.00
578	1.00		M		PWTP-P0141-PPL01 DEMO	0.0000	1.0000	0.00	2.0000	1.0000	2.00

Phase: 800 - OTHER / MISC.
└**SubPhase:** DEMO

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
579	1.00		M		PWTP-P2201-PPL01 DEMO	0.0000	1.0000	0.00	2.0000	1.0000	2.00
580	1.00		M		PWTP-P2202-PPL01 DEMO	0.0000	1.0000	0.00	2.0000	1.0000	2.00
581	1.00		M		PWTP-PSD2251-PPL01 DEMO	0.0000	1.0000	0.00	2.0000	1.0000	2.00
582	1.00		M		PWTP-PSD2252-PPL01 DEMO	0.0000	1.0000	0.00	2.0000	1.0000	2.00
	0.00										
	0.00				**FILTER CONTROL PANEL MODIFICATION DEMOLITION**						
595	1.00		M		PWTP-FLT01-CPL01 DEMO	0.0000	1.0000	0.00	9.0000	1.0000	9.00
597	1.00		M		PWTP-FLT02-CPL01 DEMO	0.0000	1.0000	0.00	9.0000	1.0000	9.00
598	1.00		M		PWTP-FLT03-CPL01 DEMO	0.0000	1.0000	0.00	9.0000	1.0000	9.00
599	1.00		M		PWTP-FLT04-CPL01 DEMO	0.0000	1.0000	0.00	9.0000	1.0000	9.00
600	1.00		M		PWTP-FLT05-CPL01 DEMO	0.0000	1.0000	0.00	9.0000	1.0000	9.00
601	1.00		M		PWTP-FLT06-CPL01 DEMO	0.0000	1.0000	0.00	9.0000	1.0000	9.00
602	1.00		M		PWTP-FLT07-CPL01 DEMO	0.0000	1.0000	0.00	9.0000	1.0000	9.00
603	1.00		M		PWTP-FLT08-CPL01 DEMO	0.0000	1.0000	0.00	9.0000	1.0000	9.00
604	1.00		M		PWTP-FLT09-CPL01 DEMO	0.0000	1.0000	0.00	9.0000	1.0000	9.00
605	1.00		M		PWTP-FLT10-CPL01 DEMO	0.0000	1.0000	0.00	9.0000	1.0000	9.00
606	1.00		M		PWTP-FLT11-CPL01 DEMO	0.0000	1.0000	0.00	9.0000	1.0000	9.00
607	1.00		M		PWTP-FLT12-CPL01 DEMO	0.0000	1.0000	0.00	9.0000	1.0000	9.00
	0.00										
	0.00				**CONTROL ROOM & BUILDING CONTROL PANEL MODIFICATION**						
622	1.00		M		PWTP-ADM-CPL01 DEMO	0.0000	1.0000	0.00	18.0000	1.0000	18.00
624	1.00		M		PWTP-BFL-CPL01 DEMO	0.0000	1.0000	0.00	18.0000	1.0000	18.00
625	1.00		M		PWTP-BFL-PLY3401-CPL01 DEMO	0.0000	1.0000	0.00	18.0000	1.0000	18.00
626	1.00		M		PWPT-BFL-PLY3401-PPL01 DEMO	0.0000	1.0000	0.00	18.0000	1.0000	18.00
628	1.00		M		PWTP-ELE-CPL01 DEMO	0.0000	1.0000	0.00	18.0000	1.0000	18.00
629	1.00		M		PWTP-ELE-CPL03 DEMO	0.0000	1.0000	0.00	18.0000	1.0000	18.00
630	1.00		M		PWTP-PRE-CPL01 DEMO	0.0000	1.0000	0.00	18.0000	1.0000	18.00
631	1.00		M		PWTP-PST-CPL01 DEMO	0.0000	1.0000	0.00	18.0000	1.0000	18.00
632	1.00		M		PWTP-PST-NCL-CPL01 DEMO	0.0000	1.0000	0.00	18.0000	1.0000	18.00
633	1.00		M		PWPT-SLG-CPL01 DEMO	0.0000	1.0000	0.00	18.0000	1.0000	18.00
634	1.00		M		PWTP-FLT-BLR2151-CPL01 DEMO	0.0000	1.0000	0.00	18.0000	1.0000	18.00
635	1.00		M		PWTP-FLT-BLR2171-CPL01 DEMO	0.0000	1.0000	0.00	18.0000	1.0000	18.00
636	1.00		M		PWTP-BFL-CPL01 DEMO	0.0000	1.0000	0.00	18.0000	1.0000	18.00
637	1.00		M		PWTP-HPP-CPL01 DEMO	0.0000	1.0000	0.00	18.0000	1.0000	18.00

Phase: 800 - OTHER / MISC.
SubPhase: DEMO

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
	0.00										
	0.00				**100% Construction Plans Added Panels**						
660	1.00	M			PMP-0342 DEMO	0.0000	1.0000	0.00	18.0000	1.0000	18.00
661	1.00	M			TSS-COLL775 DEMO	0.0000	1.0000	0.00	18.0000	1.0000	18.00
662	1.00	M			TSS-COLL875 DEMO	0.0000	1.0000	0.00	18.0000	1.0000	18.00
663	1.00	M			THICKENED SLUDGE BUILDING SUMP PUMP DEMO	0.0000	1.0000	0.00	18.0000	1.0000	18.00
	0.00										
	0.00				**4-20mA DEMO - Pull Back In with New CAT6**						
677	1.00	M			4-20mA DEMO	0.0000	1.0000	0.00	90.0000	1.0000	90.00
					Phase Totals:			**0.00**			**761.00**

Phase: 800 - OTHER / MISC.
SubPhase: EQUIPMENT

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
	0.00				**Generator Rental - 320KW Towable Generator 22.5 Gal/Hr - 4 Month Rental**						
	0.00				**Generator Moved to Contingency**						
648	0.00	M			320KW TOWABLE GENERATOR - 6 MONTH	33,600.0000	1.0000	0.00	0.0000	1.0000	0.00
649	0.00	M			FUEL - ONE (1) DAY - 22.5 GAL/HR ($9)	4,860.0000	1.0000	0.00	0.0000	1.0000	0.00
	0.00										
	0.00				**Two (2) Weeks of Scissor Lift - Additional Scope for New UPS - Felix Owned**						
680	180.00	M			Scissor Lift	16.8200	1.0000	3,027.60	0.0111	1.0000	2.00
					Phase Totals:			**3,027.60**			**2.00**

Phase: 800 - OTHER / MISC.
SubPhase: O&M MANUALS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
784	100.00	EA	U	VOLUME	O&M MANUALS	50.0000	1.0000	5,000.00	2.0000	1.0000	200.00
					Phase Totals:			**5,000.00**			**200.00**

Phase: 800 - OTHER / MISC.
SubPhase: AS-BUILTS

Phase: 800 - OTHER / MISC.
SubPhase: AS-BUILTS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
545	183.00		M		WIRE COORDINATION	0.0000	1.0000	0.00	18.0000	1.0000	3,294.00
					Phase Totals:			**0.00**			**3,294.00**

Phase: 800 - OTHER / MISC.
SubPhase: TESTING

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
788	30.00	EA	M	PRE-START	TESTING CONTRACTOR	25.0000	1.0000	750.00	18.0000	1.0000	540.00
788	15.00	EA	U	START-UP	TESTING START-UP	25.0000	1.0000	375.00	18.0000	1.0000	270.00
793	352.00	EA	U	LABEL-COND	LABELS CONDUIT	7.5000	1.0000	2,640.00	0.1000	1.0000	35.20
795	140.00	EA	U	EQUIP TAG	LABELS EQUIPMENT TAGS	20.0000	1.0000	2,800.00	0.1400	1.0000	19.60
639	100.00		M		WIRE LABELS (MATERIAL)	207.1900	1.0000	20,719.00	0.0000	1.0000	0.00
640	14,925.00		M		WIRE LABELS (LABOR)	0.0000	1.0000	0.00	0.0200	1.0000	298.50
	0.00				**MOPO's/Submittal Review(s) - Required for Switch Gear and RVSS**						
321	100.00	EA	M	MOPO Development	MOPO Development	36.2300	1.0000	3,623.00	2.8900	1.0000	289.00
322	100.00	EA	M	MOPO Review	MOPO Review - Assume 2X Each	36.2300	1.0000	3,623.00	5.7900	1.0000	579.00
323	100.00	EA	M	MOPO Prep	MOPO Prep - Walk, Implement Pre-Tasks	36.2300	1.0000	3,623.00	5.7900	1.0000	579.00
	0.00				**Second Crew for Accelerated Schedule - End of Second Phase/Work During Outage**						
	0.00				**60-Days Total for Second Crew**						
652	600.00		M		Foremen	60.0000	1.0000	36,000.00	0.0000	1.0000	0.00
653	600.00		M		Journeymen	60.0000	1.0000	36,000.00	0.0000	1.0000	0.00
654	480.00		M		Apprentice	50.0000	1.0000	24,000.00	0.0000	1.0000	0.00
					Phase Totals:			**134,153.00**			**2,610.30**

Phase: 800 - OTHER / MISC.
SubPhase: SUBMITTALS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Mat Factor	Material Result	Labor Unit	Labor Factor	Labor Result
785	100.00	EA	U	VOLUME	SUBMITTALS	0.0000	1.0000	0.00	4.0000	1.0000	400.00
					Phase Totals:			**0.00**			**400.00**
					Job Totals:			**1,923,325.85**			**13,540.67**

Schedule of Values:

- **100 – Excavation:** 1600LF

- **100 – Gravel/ABC:** 267SY

- **100 – Concrete Pad:** 360SF

- **200 – Conduit Systems:**
  - **Under Ground:** 2880LF
  - **Above Ground:** 12730LF

- **300 – Cable:**
  - **Copper Cable:** 27800LF
  - **CAT6 Ethernet Cable:** 15000LF

Labor Rate Schedule:

- **Project Manager:**
  - **$125.00**
- **Superintendent:**
  - **$125.00**
- **Foremen:**
  - **$90.00**
- **Journeymen:**
  - **$75.00**
- **Laborer:**
  - **$55.00**

Equipment Rate Schedule:

- **Forklift – Felix Construction Owned**
  - **$124.91 (Per Hour)**
- **Scissor Lift – Felix Construction Owned**
  - **$16.82 (Per Hour)**
- **Two (2) Storage Containers – Felix Construction Owned**
  - **$750.00 (Monthly)**
- **Crane – Felix Construction Owned**
  - **$331.95 (Per Hour)**
- **Light Duty Truck – Felix Owned**
  - **$19.00 (Per Hour)**
- **Heavy Duty Truck w/ Tools:**
  - **$25.43 (Per Hour)**

MOPO / Submittals / O&M Schedule:

- **MOPO:**
  - **QTY. 100**
- **Submittals:**
  - **QTY. 100**
- **O&M's:**
  - **QTY. 100**

SCOPE STATEMENT

Tel Tech Networks, Inc.
Your Full Service Communications Company

810 E. Hammond Lane
Phoenix, Arizona 85034
Ph: 602-431-9399 Fax: 602-431-9780
www.teltechnetworks.com

Quote NO. SERST62522-0267A
DATE March 20, 2024

Arizona State Contract # CTR-62464

CUSTOMER
Nathan Antonneau/Archer Western
Walsh Group
(City of Chandler)

STATE CONTRACT #'S
AZ - CTR-62464
AZ - ROC 167082 Residential
CA - ROC 815116 Commercial
NM - 362237

PROJECT NAME	SITE LOCATION
Pecos SCADA Upgrade 48F	Chandler

ITEM #	LABOR DESCRIPTION	TOTAL
	Aguilar Consrtuction	
1	Bore/Trench and place 2000 FT of two 2-inch conduits	
2	Place 3 new #9 vaults	
	Fiber Install	
3	Provide and install 5500 FT of 48 SMFO between multiple locations	
4	Provide and install 250 FT of (2)48 SMFO Armored cable from MPOE to Server Room	
5	Terminate, Test, and Label	
	Customer Provide Material	
6	Termination will be done with customer provide materials(Cassettes and LIUs)	
	Change Orders	
7	Hours may be added do to scheduling restraints and changes	
	Unless otherwise stated, all work will be performed during normal business hours.	
	Access without delay is the responsibility of others. All work above grid ceiling	
	is considered to be open and assessable. Coring, surface raceway and fire sleeves are excluded	
	from quote.	

MATERIAL	$ 199,960.46
LABOR	$ 20,376.00
TOTAL	$ 220,336.46

This Scope Statement is confidential between Tel Tech Networks and the intended recipients. Any duplication or changes need to be done by a Tel Tech authorized estimator. Scope Statement is valid for 30 days.

*PAYMENT TERMS ARE PROGRESSIVE UPON COMPLETION; NET 30 DAYS

Scope Acceptance - Authorized Signature *Date*

THANK YOU FOR YOUR BUSINESS!

			Bill of Materials Work Sheet	Date		3/20/24									
			PROJECT:												
Class	**Item/ Product**	**Part Number**	**Description**	**UOM**	**QTY**	**Cost**	**Cost Plus**	**PRICE**	**BID**	**EXT.PRICE**	**Labor Hrs**	**Labor Rate**	**Labor Unit**	**Total**
	HORIZONTAL CABLING AND CONNECTING HARDWARE													
1	CORNING	048ZU4-T4F22D20	48 OSP Fiber SM	FT	5500	$0.63	17.00%	$ 0.74	$ 0.80	$ 4,402.70	0.00	$ 69.50	0.00	$ 4,402.70
1	CORNING	048E88-61131-A3	48 ISP Armored Fiber SM	FT	500	$6.35	17.00%	$ 7.43	$ 8.07	$ 4,034.22	0.00	$ 69.50	0.00	$ 4,034.22
1	NEPTCO	DT2500P/5000	Toneable Mule Tape 5000FT	EA	1	$365.00	17.00%	$ 427.05	$ 463.78	$ 463.78	0.00	$ 69.50	0.00	$ 463.78
1				EA	0	$0.00	17.00%	$ -	$ -	$ -	0.00	$ 69.50	0.00	$ -
1				EA	0	$0.00	17.00%	$ -	$ -	$ -	0.00	$ 69.50	0.00	$ -
1	AGUILAR	AGUILAR	Trench/Bore/Conduit	EA	1	$142,740.00	17.00%	$ 167,005.80	$ 181,368.30	$ 181,368.30	0.00	$ 69.50	0.00	$ 181,368.30
1				EA	0	$0.00	17.00%	$ -	$ -	$ -	0.00	$ 69.50	0.00	$ -
1			Price per foot fiber install	EA	6000	$1.20	17.00%	$ 1.40	$ 1.52	$ 9,148.46	0.00	$ 69.50	0.00	$ 9,148.46
1				EA	0	$0.00	17.00%	$ -	$ -	$ -	0.00	$ 69.50	0.00	$ -
1				EA	0	$0.00	17.00%	$ -	$ -	$ -	0.00	$ 69.50	0.00	$ -
1				EA	0	$0.00	17.00%	$ -	$ -	$ -	0.00	$ 69.50	0.00	$ -
				EA	0	$0.00	17.00%	$ -	$ -	$ -	0.00	$ 69.50	0.00	$ -
	ON-SITE LEAD LABOR													$ -
3	TTN	TTN	LEAD FORMAN	JOB	1	$0.00	0.00%	$ -	$ -	$ -	80.00	$ 72.55	5804.00	$ 5,804.00
3	TTN	TTN	TECHNICIAN	JOB	1	$0.00	0.00%	$ -	$ -	$ -	176.00	$ 69.50	12232.00	$ 12,232.00
3	TTN	TTN	MISC. MATERAL	JOB	1	$500.00	0.00%	$ 500.00	$ 543.00	$ 543.00	0.00	$ 69.50	0.00	$ 543.00
	PROJECT SUPPORT													
5	TTN	TTN	CAD/DOCUMINTATION/MRU'S	JOB	1	$0.00	0.00%	$ -	$ -	$ -		$ 75.62	0.00	$ -
4	TTN	TTN	PM/ENGINEERING	JOB	1	$0.00	0.00%	$ -	$ -	$ -	30.00	$ 78.00	2340.00	$ 2,340.00
									TOTAL	$ 199,960.46			20376.00	$ 220,336.46

Prime Contracting Changes

Effective January 1, 2015, non-construction, or service contactors, are exempted from prime contracting on both the state and city levels. Contractors who only enter into contracts with owners of real property to maintain, repair, replace, or alter their property will be subject to tax at the point of purchase on the building materials used in those projects. Taxes for this project have been paid for at the point of purchase by your vendor.

The percent of tax paid at the point of purchase is 8.6%.

SCOPE STATEMENT

Tel Tech Networks, Inc.
Your Full Service Communications Company

810 E. Hammond Lane
Phoenix, Arizona 85034
Ph: 602-431-9399 Fax: 602-431-9780
www.teltechnetworks.com

Quote NO. SERST62522-0267B
DATE February 19, 2024

Arizona State Contract # CTR-62464

CUSTOMER Nathan Antonneau/Archer Western
Walsh Group
(City of Chandler)

STATE CONTRACT #'S
AZ - CTR-62464
AZ - ROC 167082 Residential
CA - ROC 815116 Commercial
NM - 362237

PROJECT NAME	SITE LOCATION
Pecos SCADA Upgrade 12	Chandler

ITEM #	LABOR DESCRIPTION	TOTAL
	Fiber Install	
1	Provide and install 3000 FT of 12 SMFO between multiple locations	
2	Install 12 provided Wall Mount LIU various sizes	
3	Install 12 provided 24F LC SM Cassettes	
4	Terminate, Test, and label	
	Change Orders	
5	Hours may be added do to scheduling restraints and changes	
	Unless otherwise stated, all work will be performed during normal business hours.	
	Access without delay is the responsibility of others. All work above grid ceiling	
	is considered to be open and assessable. Coring, surface raceway and fire sleeves are excluded	
	from quote.	
	MATERIAL	$ 6,605.54
	LABOR	$ 14,850.80
	TOTAL	$ 21,456.34

Scope Acceptance - Authorized Signature *Date*

This Scope Statement is confidential between Tel Tech Networks and the intended recipients. Any duplication or changes need to be done by a Tel Tech authorized estimator. Scope Statement is valid for 30 days.

*PAYMENT TERMS ARE PROGRESSIVE UPON COMPLETION; NET 30

			Bill of Materials Work Sheet	Date	2/19/24										
			PROJECT:												
Class	**Item/ Product**	**Part Number**	**Description**	**UOM**	**QTY**	**Cost**	**Cost Plus**	**PRICE**	**BID**	**EXT.PRICE**	**Labor Hrs**	**Labor Rate**	**Labor Unit**	**Total**
	HORIZONTAL CABLING AND CONNECTING HARDWARE													
1	CORNING	012ZU4-T4F22D20	12 Strand SM OSP Fast Access	FT	3000	$0.34	17.00%	$ 0.40	$ 0.43	$ 1,296.03	0.00	$ 69.50	0.00	$ 1,296.03
1	NEPTCO	DT2500P/5000	Toneable Mule Tape 5000FT	EA	1	$365.00	17.00%	$ 427.05	$ 463.78	$ 463.78	0.00	$ 69.50	0.00	$ 463.78
1				EA	0	$0.00	17.00%	$ -	$ -	$ -	0.00	$ 69.50	0.00	$ -
1				EA	0	$0.00	17.00%	$ -	$ -	$ -	0.00	$ 69.50	0.00	$ -
1				EA	0	$0.00	17.00%	$ -	$ -	$ -	0.00	$ 69.50	0.00	$ -
1			Price per foot of installing 12 Strand Fiber	EA	3000	$1.20	17.00%	$ 1.40	$ 1.52	$ 4,574.23	0.00	$ 69.50	0.00	$ 4,574.23
1				EA	0	$0.00	17.00%	$ -	$ -	$ -	0.00	$ 69.50	0.00	$ -
1				EA	0	$0.00	17.00%	$ -	$ -	$ -	0.00	$ 69.50	0.00	$ -
1				EA	0	$0.00	17.00%	$ -	$ -	$ -	0.00	$ 69.50	0.00	$ -
1				EA	0	$0.00	17.00%	$ -	$ -	$ -	0.00	$ 69.50	0.00	$ -
1				EA	0	$0.00	17.00%	$ -	$ -	$ -	0.00	$ 69.50	0.00	$ -
				EA	0	$0.00	17.00%	$ -	$ -	$ -	0.00	$ 69.50	0.00	$ -
	ON-SITE LEAD LABOR													$ -
3	TTN	TTN	LEAD FORMAN	JOB	1	$0.00	0.00%	$ -	$ -	$ -	56.00	$ 72.55	4062.80	$ 4,062.80
3	TTN	TTN	TECHNICIAN	JOB	1	$0.00	0.00%	$ -	$ -	$ -	144.00	$ 69.50	10008.00	$ 10,008.00
3	T of 12 SMFO b	TTN	MISC. MATERAL	JOB	1	$250.00	0.00%	$ 250.00	$ 271.50	$ 271.50	0.00	$ 69.50	0.00	$ 271.50
	PROJECT SUPPORT													
5	TTN	TTN	CAD/DOCUMINTATION/MRU'S	JOB	1	$0.00	0.00%	$ -	$ -	$ -	0.00	$ 75.62	0.00	$ -
4	TTN	TTN	PM/ENGINEERING	JOB	1	$0.00	0.00%	$ -	$ -	$ -	10.00	$ 78.00	780.00	$ 780.00
									TOTAL	$ 6,605.54			14850.80	$ 21,456.34

Prime Contracting Changes

Effective January 1, 2015, non-construction, or service contactors, are exempted from prime contracting on both the state and city levels. Contractors who only enter into contracts with owners of real property to maintain, repair, replace, or alter their property will be subject to tax at the point of purchase on the building materials used in those projects. Taxes for this project have been paid for at the point of purchase by your vendor.

The percent of tax paid at the point of purchase is 8.6%.

WILLSCOT™

901 SOUTH BOND ST., SUITE 600
BALTIMORE MD 21231

(800) 782-1500, Option 1
customersuccess@willscot.com
www.willscot.com
Fed ID# 52-0665775

929

INVOICE

Customer #	Invoice #	Invoice Date	Seq #	Terms
10465466	9014606050	7/17/2022	006	DUE NOW

PAYMENT DUE	$1,458.59
INVOICE DUE DATE	7/17/2022

ARCHER WESTERN/WALSH CONSTRUCTION
1951 W CAMELBACK RD STE 450
PHOENIX AZ 85015-3474

BRANCH:

MD PHOENIX AZ
1775 N. DELAWARE STREET
CHANDLER AZ 85225
(480) 804-0500

Contract #	Previous Customer #	Bill to ID	Customer PO	Ordered By	Rental Period	Job Location
1001774784	20751178	162854	221138	Raul Islas 602-501-7586	6/18/2022 - 7/17/2022	ARCHER WESTERN/WALSH CONSTRUCTION 402 N NEELY ST GILBERT AZ 85233

Quantity	Item #/Description	Price/Rate	Amount	
1	64x12 Mobile Office (60x12 Box) AMO-17001	$525.00 Rental	$525.00	T*
1	PERSONAL PROPERTY EXPENSES	$22.05	$22.05	T*
1	Window/Door Security Bundle - 40+	$93.00	$93.00	T*
1	Data Hub Rental T2	$84.00	$84.00	T*
1	Holding Tank	$433.00	$433.00	T*
1	Restroom w/ 2x Weekly Service	$196.00	$196.00	T*
		Sub-total	$1,353.05	
		Tax	$105.54	
		INVOICE TOTAL	**$1,458.59**	

Invoice in USD

T* - Denotes taxable item, N* - Denotes non-taxable item.

CONNECT **PAYMENT OPTIONS**

Welcome to the WillScot | Mobile Mini customer portal! Register today to make online payments, sign up for Auto-Pay, or view invoices and statements.

https://portal.mobilemini.com

(800) 782-1500, Option 1

You remain responsible for the invoice balance if there is an issue with your method of payment. Late fees and interest charges may be assessed if payment is not made within terms.

Thank you for your business!

PLEASE REMIT WITH PAYMENT

INVOICE TOTAL	**$1,458.59**
Invoice #:	**9014606050**
Due Date:	**7/17/2022**
Customer:	**ARCHER WESTERN/WALSH CONSTRUCTION**
Customer #:	**10465466**

PLEASE REMIT TO:

WILLIAMS SCOTSMAN, INC.
PO BOX 91975
CHICAGO IL 60693-1975

i245106.2022070654804.00929

WILLSCOT™

4646 E VAN BUREN ST
PHOENIX, AZ 85008-6927

(800) 782-1500, Option 1
customersuccess@willscot.com
www.Willscot.com
Fed ID# 52-0665775

2161

INVOICE

Customer #	Invoice #	Invoice Date	Seq #	Terms
10465466	9016845475	2/14/2023	001	DUE NOW

PAYMENT DUE	$9,445.87
INVOICE DUE DATE	2/14/2023

4/16/24

ARCHER WESTERN/WALSH CONSTRUCTION
4710 E ELWOOD ST
PHOENIX AZ 85040-1995

BRANCH:

MD PHOENIX AZ
1775 N. DELAWARE STREET
CHANDLER AZ 85225
(480) 804-0500

Contract #	Previous Customer #	Bill to ID	Customer PO	Ordered By	Rental Period	Job Location
1002051045	20751178	209740	222187ES	Eric Streck 502-472-6993	2/14/2023 - 3/13/2023	ARCHER WESTERN/WALSH CONSTRUCTION 303 AND JOMAX RD PEORIA AZ 85383

One time charges highlighted. Will have same cost from Wilscot to remove trailer

Quantity	Item #/Description	Price/Rate	Amount	
1	64x12 Mobile Office (60x12 Box) AMO-17499	$750.00 Rental	$750.00	T*
1	PERSONAL PROPERTY EXPENSES	$31.50	$31.50	T*
1	Delivery - 12' wide	$1,170.00	$1,170.00	T*
1	Fuel Surcharge Delivery	$315.90	$315.90	T*
1	Block & Level (L) - 64'+	$503.00	$503.00	T*
1	Block & Level (M) - 64'	$161.00	$161.00	T*
1	Essentials Material Handling	$168.00	$168.00	T*
1	Restroom - Standard	$30.00	$30.00	T*
14	Tiedown-Dirt (L)	$83.00	$1,162.00	T*
14	Tiedown-Dirt (M)	$24.00	$336.00	T*
144	Skirting (L) - Vinyl LF	$15.00	$2,160.00	T*

RECEIVED
FEB 20 2023
RECEIVED

Total = $5,975.9 + $5975.9 (demobilization) = $11,951.8 / 18 months
Total mobilization and demobilization divided over 18 months = $663.99

CONTINUED ON NEXT PAGE

Invoice in USD

T* - Denotes taxable item, N* - Denotes non-taxable item.

MM CONNECT PAYMENT OPTIONS

Welcome to the WillScot | Mobile Mini customer portal! Register today to make online payments, sign up for Auto-Pay, or view invoices and statements.

https://portal.mobilemini.com

(800) 782-1500, Option 1

You remain responsible for the invoice balance if there is an issue with your method of payment. Late fees and interest charges may be assessed if payment is not made within terms.

Thank you for your business!

PLEASE REMIT WITH PAYMENT

INVOICE TOTAL	$9,445.87
Invoice #:	9016845475
Due Date:	2/14/2023
Customer:	ARCHER WESTERN/WALSH CONSTRUCTION
Customer #:	10465466

PLEASE REMIT TO:

WILLIAMS SCOTSMAN, INC.
PO BOX 91975
CHICAGO IL 60693-1975

222187

5245106.20230205742O4.02161

WILLSCOT™

4646 E VAN BUREN ST
PHOENIX, AZ 85008-6927

(800) 782-1500, Option 1
customersuccess@willscot.com
www.Willscot.com
Fed ID# 52-0665775

INVOICE

Customer #	Invoice #	Invoice Date	Seq #	Terms
10465466	9016845475	2/14/2023	001	DUE NOW

PAYMENT DUE	$9,445.87
INVOICE DUE DATE	2/14/2023

ARCHER WESTERN/WALSH CONSTRUCTION
4710 E ELWOOD ST
PHOENIX AZ 85040-1995

BRANCH:

MD PHOENIX AZ
1775 N. DELAWARE STREET
CHANDLER AZ 85225
(480) 804-0500

Contract #	Previous Customer #	Bill to ID	Customer PO	Ordered By	Rental Period	Job Location
1002051045	20751178	209740	222187ES	Eric Streck 502-472-6993	2/14/2023 - 3/13/2023	ARCHER WESTERN/WALSH CONSTRUCTION 303 AND JOMAX RD PEORIA AZ 85383

Quantity	Item #/Description	Price/Rate	Amount	
144	Skirting (M) - Vinyl LF	$7.00	$1,008.00	T*
1	Window/Door Security Bundle - 40+	$112.00	$112.00	T*
1	Data Hub Rental T2	$55.00	$55.00	T*
1	High Set Installation - Additional	$800.00	$800.00	T*
		Sub-total	$8,762.40	
		Tax	$683.47	
		INVOICE TOTAL	$9,445.87	

Total = $5,975.9 + $5975.9 (demobilization) = $11,951.8 / 18 months
Total mobilization and demobilization divided over 18 months = $775.99

WILLSCOT™

INVOICE

4/16/24

4646 E VAN BUREN ST
PHOENIX, AZ 85008-6927

(800) 782-1500, Option 1
customersuccess@willscot.com
www.Willscot.com
Fed ID# 52-0665775

Customer #	Invoice #	Invoice Date	Seq #	Terms
10465466	9017113393	3/13/2023	003	DUE NOW

PAYMENT DUE	$1,054.82
INVOICE DUE DATE	3/13/2023

853

ARCHER WESTERN/WALSH CONSTRUCTION
4710 E ELWOOD ST
PHOENIX AZ 85040-1995

BRANCH:

MD PHOENIX AZ
1775 N. DELAWARE STREET
CHANDLER AZ 85225
(480) 804-0500

Contract #	Previous Customer #	Bill to ID	Customer PO	Ordered By	Rental Period	Job Location
1002051048	20751178	209740	222187ES	Eric Streck 502-472-6993	3/13/2023 - 4/12/2023	ARCHER WESTERN/WALSH CONSTRUCTION 303 AND JOMAX RD PEORIA AZ 85383

Quantity	Item #/Description	Price/Rate	Amount	
1	64x12 Mobile Office (60x12 Box) MDS-637007	$750.00 Rental	$750.00	T*
1	PERSONAL PROPERTY EXPENSES	$31.50	$31.50	T*
1	Restroom - Standard	$30.00	$30.00	T*
1	Window/Door Security Bundle - 40+	$112.00	$112.00	T*
1	Data Hub Rental T2	$55.00	$55.00	T*
		Sub-total	$978.50	
		Tax	$76.32	
		INVOICE TOTAL	$1,054.82	

SCANNED
MAR 21 2023

Invoice In USD

T* - Denotes taxable item, N* - Denotes non-taxable item.

CONNECT PAYMENT OPTIONS

Welcome to the WillScot | Mobile Mini customer portal! Register today to make online payments, sign up for Auto-Pay, or view invoices and statements.

https://portal.mobilemini.com

(800) 782-1500, Option 1

You remain responsible for the invoice balance if there is an issue with your method of payment. Late fees and interest charges may be assessed if payment is not made within terms.

Thank you for your business!

PLEASE REMIT WITH PAYMENT

INVOICE TOTAL	$1,054.82
Invoice #:	9017113393
Due Date:	3/13/2023
Customer:	ARCHER WESTERN/WALSH CONSTRUCTION
Customer #:	10465466

PLEASE REMIT TO:

WILLIAMS SCOTSMAN, INC.
PO BOX 91975
CHICAGO IL 60693-1975

222187

1245106.20230306183O4.00853

M & M Portable Toilets, LLC
P. O. Box 426
Gila Bend , AZ 85337
(623) 327-0290
info@mmportabletoilets.com

SCANNED
JUL 06 2023

Invoice

Archer Western Construction
1830 N 95th Ave Ste 114
Phoenix, AZ 85037

Invoice Number	I20996
Invoice Date	Jun 27, 2023
Please Pay	**$784.09**
Billing Period	Jun 27, 2023 - Jul 24, 2023

Customer ID	P.O. Number	Rental Number	Pay Online ID	Clerk	Terms	Due By
ARCHERWEST	---	R9702	Jsn9ebzf	LF	NET30	Jul 27, 2023

Site: ARCHER WESTERN-JOMAX WTP-PEORIA, 12483 W Jomax Rd, Peoria, AZ 85383

#	Service	Qty	Description	Rate	Amount	Tax	Amount w/ Tax
1	Service Weekly	3	(Advance: 6/27/2023 - 7/24/2023) HW - Sink - SERVICE	$150.00	$450.00	$44.10	$494.10
2	Service Weekly	3	(Advance: 6/27/2023 - 7/24/2023) PT - Portable Toilet - SERVICE	$85.00	$255.00	$24.99	$279.99
3	Fuel Surcharge	1	FUEL SURCHARGE	$10.00	$10.00	$0.00	$10.00
						Subtotal	$715.00
						Tax	$69.09
						Total	$784.09

Thank you!

To pay securely online, go to app.servicecore.com/payment. Enter your Customer ID: ARCHERWEST and your Pay Online ID: Jsn9ebzf then click Submit. Enter your payment info and click Pay. That's it!

THANK YOU FOR YOUR BUSINESS !!
PRICES WILL BE CHANGING BEGINNING OF 2023
PRICES ARE SUBJECT TO CHANGE DUE TO FUEL COSTS

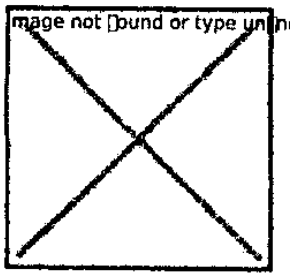
Please return bottom portion with your payment.

From
Archer Western Construction
1830 N 95th Ave Ste 114
Phoenix, AZ 85037

To
M & M Portable Toilets, LLC
P. O. Box 426
Gila Bend , AZ 85337

Customer ID	ARCHERWEST
Invoice Number	I20996
Invoice Date	Jun 27, 2023
Billing Period	Jun 27, 2023 - Jul 24, 2023
Subtotal	$715.00
SALE TAX (9.8%)	$69.09
Payments	($0.00)
Amount Due	**$784.09**
Due By	Jul 27, 2023

722187



INVOICE 2356531

JUL 7, 2023
DUE: AUG 6, 2023

MOJO BROADBAND
515 E CAREFREE HWY STE 334
PHOENIX, ARIZONA 85085
(480) 575-7550
mojobroadband.co

ARCHER WESTERN

ATTN: A/P
4710 E ELWOOD STREET, STE 6
PHOENIX, AZ 85040
UNITED STATES

SCANNED
JUL 13 2023

SHIP TO

ARCHER WESTERN
ATTN: A/P
4710 E ELWOOD STREET, STE 6
PHOENIX, AZ 85040
UNITED STATES

SUMMARY

	QUANTITY	RATE	AMOUNT
C-WP-I100 SERVICE LOCATION: 12483 W Jomax Rd Peoria 100 x 100 MB/s Internet Service 24 month contract	1	$650.00	$650.00
C-A-SIP Static IP's 24 month contract	4	$10.00	$40.00

TOTAL	$690.00
BALANCE DUE	$690.00

CLICK HERE TO PAY ONLINE

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22187

WILLSCOT™

901 SOUTH BOND ST., SUITE 600
BALTIMORE MD 21231

(800) 782-1500, Option 1
customersuccess@willscot.com
www.willscot.com
Fed ID# 52-0665775

1985

INVOICE

Customer #	Invoice #	Invoice Date	Seq #	Terms
10465466	9012826293	1/19/2022	001	DUE NOW

PAYMENT DUE	$4,208.45
INVOICE DUE DATE	1/19/2022

ARCHER WESTERN/WALSH CONSTRUCTION
1951 W CAMELBACK RD STE 450
PHOENIX AZ 85015-3474

BRANCH:

MD PHOENIX AZ
1775 N. DELAWARE STREET
CHANDLER AZ 85225
(480) 804-0500

Contract #	Previous Customer #	Bill to ID	Customer PO	Ordered By	Rental Period	Job Location
1001774783	20751178	162854	221138	Raul Islas 602-501-7586	1/18/2022 - 2/17/2022	ARCHER WESTERN/WALSH CONSTRUCTION 402 N NEELY ST GILBERT AZ 85233

Quantity	Item #/Description	Price/Rate	Amount	
1	64x12 Mobile Office (60x12 Box) AMO-17003	$525.00 Rental	$525.00	T*
1	PERSONAL PROPERTY EXPENSES	$22.05	$22.05	T*
1	Delivery - 12' wide	$640.00	$640.00	T*
1	Fuel Surcharge Delivery	$115.20	$115.20	T*
1	Block & Level (L) - 64'+	$181.43	$181.43	T*
1	Block & Level (M) - 64'	$82.86	$82.86	T*
1	Essentials Material Handling	$200.00	$200.00	T*
2	Prof. Entrance-Canopy T2	$105.00	$210.00	T*
10	Tiedown-Dirt (L)	$68.57	$685.70	T*
10	Tiedown-Dirt (M)	$18.57	$185.70	T*
1	Window/Door Security Bundle - 40+	$93.00	$93.00	T*

CONTINUED ON NEXT PAGE

Invoice in USD

T* - Denotes taxable item, N* - Denotes non-taxable item.

CONNECT **PAYMENT OPTIONS**

Welcome to the WillScot | Mobile Mini customer portal! Register today to make online payments, sign up for Auto-Pay, or view invoices and statements.

https://portal.mobilemini.com

(800) 782-1500, Option 1

You remain responsible for the invoice balance if there is an issue with your method of payment. Late fees and interest charges may be assessed if payment is not made within terms.

Thank you for your business!

PLEASE REMIT WITH PAYMENT

INVOICE TOTAL	**$4,208.45**
Invoice #:	**9012826293**
Due Date:	**1/19/2022**
Customer:	**ARCHER WESTERN/WALSH CONSTRUCTION**
Customer #:	**10465466**

PLEASE REMIT TO:

WILLIAMS SCOTSMAN, INC.
PO BOX 91975
CHICAGO IL 60693-1975

5245106.20220107611104.01985

WILLSCOT™

4646 E VAN BUREN ST
PHOENIX, AZ 85008-6927

(800) 782-1500, Option 1
customersuccess@willscot.com
www.Willscot.com
Fed ID# 52-0665775

853

INVOICE

Customer #	Invoice #	Invoice Date	Seq #	Terms
10465466	9017113393	3/13/2023	003	DUE NOW

PAYMENT DUE	$1,054.82
INVOICE DUE DATE	3/13/2023

4/16/24

ARCHER WESTERN/WALSH CONSTRUCTION
4710 E ELWOOD ST
PHOENIX AZ 85040-1995

BRANCH:

MD PHOENIX AZ
1775 N. DELAWARE STREET
CHANDLER AZ 85225
(480) 804-0500

Contract #	Previous Customer #	Bill to ID	Customer PO	Ordered By	Rental Period	Job Location
1002051048	20751178	209740	222187ES	Eric Streck 502-472-6993	3/13/2023 - 4/12/2023	ARCHER WESTERN/WALSH CONSTRUCTION 303 AND JOMAX RD PEORIA AZ 85383

Quantity	Item #/Description	Price/Rate	Amount	
1	64x12 Mobile Office (60x12 Box) MDS-637007	$750.00 Rental	$750.00	T*
1	PERSONAL PROPERTY EXPENSES	$31.50	$31.50	T*
1	Restroom - Standard	$30.00	$30.00	T*
1	Window/Door Security Bundle - 40+	$112.00	$112.00	T*
1	Data Hub Rental T2	$55.00	$55.00	T*
		Sub-total	$978.50	
		Tax	$76.32	
		INVOICE TOTAL	$1,054.82	

SCANNED
MAR 21 2023

Total for Trailers (per month) = 1,054.82
Total for Mob/Demob (per month) = $775.99 (see next page for detail)
Total Per Month = $1,831 per month

Invoice In USD

T* - Denotes taxable item, N* - Denotes non-taxable item.

MM CONNECT PAYMENT OPTIONS

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https://portal.mobilemini.com

(800) 782-1500, Option 1

You remain responsible for the invoice balance if there is an issue with your method of payment. Late fees and interest charges may be assessed if payment is not made within terms.

Thank you for your business!

PLEASE REMIT WITH PAYMENT

INVOICE TOTAL	$1,054.82
Invoice #:	9017113393
Due Date:	3/13/2023
Customer:	ARCHER WESTERN/WALSH CONSTRUCTION
Customer #:	10465466

PLEASE REMIT TO:

WILLIAMS SCOTSMAN, INC.
PO BOX 91975
CHICAGO IL 60693-1975

222187

1245106.20230306183O4.00853

4/16/24

WILLSCOT™

4646 E VAN BUREN ST
PHOENIX, AZ 85008-6927

(800) 782-1500, Option 1
customersuccess@willscot.com
www.Willscot.com
Fed ID# 52-0665775

2161

INVOICE

Customer #	Invoice #	Invoice Date	Seq #	Terms
10465466	9016845475	2/14/2023	001	DUE NOW

PAYMENT DUE	$9,445.87
INVOICE DUE DATE	2/14/2023

ARCHER WESTERN/WALSH CONSTRUCTION
4710 E ELWOOD ST
PHOENIX AZ 85040-1995

BRANCH:

MD PHOENIX AZ
1775 N. DELAWARE STREET
CHANDLER AZ 85225
(480) 804-0500

Contract #	Previous Customer #	Bill to ID	Customer PO	Ordered By	Rental Period	Job Location
1002051045	20751178	209740	222187ES	Eric Streck 502-472-6993	2/14/2023 - 3/13/2023	ARCHER WESTERN/WALSH CONSTRUCTION 303 AND JOMAX RD PEORIA AZ 85383

Quantity	Item #/Description	Price/Rate	Amount	
1	64x12 Mobile Office (60x12 Box) AMO-17499	$750.00 Rental	$750.00	T*
1	PERSONAL PROPERTY EXPENSES	$31.50	$31.50	T*
1	Delivery - 12' wide	$1,170.00	$1,170.00	T*
1	Fuel Surcharge Delivery	$315.90	$315.90	T*
1	Block & Level (L) - 64'+	$503.00	$503.00	T*
1	Block & Level (M) - 64'	$161.00	$161.00	T*
1	Essentials Material Handling	$168.00	$168.00	T*
1	Restroom - Standard	$30.00	$30.00	T*
14	Tiedown-Dirt (L)	$83.00	$1,162.00	T*
14	Tiedown-Dirt (M)	$24.00	$336.00	T*
144	Skirting (L) - Vinyl LF	$15.00	$2,160.00	T*

RECEIVED
FEB 20 2023
RECEIVED

One time charges highlighted. Will have same cost from Wilscot to remove trailer

CONTINUED ON NEXT PAGE

Invoice in USD

T* - Denotes taxable item, N* - Denotes non-taxable item.

MM CONNECT PAYMENT OPTIONS

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https://portal.mobilemini.com

(800) 782-1500, Option 1

You remain responsible for the invoice balance if there is an issue with your method of payment. Late fees and interest charges may be assessed if payment is not made within terms.

Thank you for your business!

PLEASE REMIT WITH PAYMENT

INVOICE TOTAL	$9,445.87
Invoice #:	9016845475
Due Date:	2/14/2023
Customer:	ARCHER WESTERN/WALSH CONSTRUCTION
Customer #:	10465466

PLEASE REMIT TO:

WILLIAMS SCOTSMAN, INC.
PO BOX 91975
CHICAGO IL 60693-1975

222187

5245106.20230205742O4.02161

WILLSCOT™

4646 E VAN BUREN ST
PHOENIX, AZ 85008-6927

(800) 782-1500, Option 1
customersuccess@willscot.com
www.Willscot.com
Fed ID# 52-0665775

INVOICE

Customer #	Invoice #	Invoice Date	Seq #	Terms
10465466	9016845475	2/14/2023	001	DUE NOW

PAYMENT DUE	$9,445.87
INVOICE DUE DATE	2/14/2023

ARCHER WESTERN/WALSH CONSTRUCTION
4710 E ELWOOD ST
PHOENIX AZ 85040-1995

BRANCH:

MD PHOENIX AZ
1775 N. DELAWARE STREET
CHANDLER AZ 85225
(480) 804-0500

Contract #	Previous Customer #	Bill to ID	Customer PO	Ordered By	Rental Period	Job Location
1002051045	20751178	209740	222187ES	Eric Streck 502-472-6993	2/14/2023 - 3/13/2023	ARCHER WESTERN/WALSH CONSTRUCTION 303 AND JOMAX RD PEORIA AZ 85383

One time charges highlighted. Will have same cost from Wilscot to remove trailer

Quantity	Item #/Description	Price/Rate	Amount	
144	Skirting (M) - Vinyl LF	$7.00	$1,008.00	T*
1	Window/Door Security Bundle - 40+	$112.00	$112.00	T*
1	Data Hub Rental T2	$55.00	$55.00	T*
1	High Set Installation - Additional	$800.00	$800.00	T*
		Sub-total	$8,762.40	
		Tax	$683.47	
		INVOICE TOTAL	$9,445.87	

Total = $5,975.9 + $5975.9 (demobilization) = $11,951.8 / 18 months
Total mobilization and demobilization divided over 18 months = $775.99

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. CP24-163

Date: June 13, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Daniel Haskins, Capital Projects Division Manager
From: Melanie Sikes, Senior Engineer
Subject: Construction Manager at Risk (CMAR) Construction Services Agreement No. WW2210.401, Change Order No. 1, with B&F Contracting, Inc., for the Price Road Frontage Road Sewer Rehabilitation

---

Proposed Motion:

Move City Council award CMAR Construction Services Agreement No. WW2210.401, Change Order No. 1, to B&F Contracting, Inc., for the Price Road Frontage Road Sewer Rehabilitation, in an amount not to exceed $1,064,143.72.

Background/Discussion:

The Public Works and Utilities Department administers an ongoing Wastewater Sewer Assessment Program to evaluate, prioritize, and repair deteriorated sanitary sewer pipes and manholes within the city's wastewater collection system. On September 18, 2023, City Council approved a contract in the amount of $14,255,102.98 for the Price Road Frontage Sewer Rehabilitation project. The original scope of work for this project included the rehabilitation of sanitary sewer pipe, manholes, and siphons along the Price Road Frontage Road from Elliot to Frye roads. Notice to Proceed was issued on November 11, 2023.

During construction, the contractor inspected approximately 1,500 linear feet of 48-inch pipe located adjacent to the construction area between Frye Road and the Loop 202 Santan Freeway. Similar to the 42-inch pipe in the construction area, this pipe was found to also be in poor condition, with a number of failed joints no longer protecting the concrete pipe from hydrogen sulfide gases and corrosion. Large amounts of debris were also found in the pipe left from the deterioration of

the upstream manhole structures in the construction area. Due to these conditions, the project team recommends extending the scope of the project to include the relining of the 1,500 feet of 48-inch pipe between Frye Road and Loop 202. This segment of 48-inch pipe was installed at the same time as the 42-inch pipe and was not assessed as part of two previous projects upstream and downstream due to its inaccessibility.

The benefits of rehabilitating this segment of 48-inch pipe now include a lower overall linear foot rehabilitation cost, an extension of only approximately 700 linear feet of temporary sewer bypass, and a shorter project duration (weeks versus months) than if the work were completed as a standalone project. This additional work to rehabilitate the 48-inch pipe can be completed within the existing traffic control setups already in place with no extension to the overall project duration. By completing this additional pipe rehabilitation, all the T-lock-lined reinforced concrete pipe (RCP) on northbound Price Frontage Road will now be rehabilitated.

The project scope of work for Change Order No. 1 consists of CIPP lining the existing 48-inch T-lock lined RCP pipe from Frye Road to the Loop 202 diversion structure along northbound Price Frontage Road. The agreement completion time does not change and remains at 340 calendar days. This change order represents a 7.5% increase from the original cost. Construction is anticipated to be completed by October 2024.

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 GMP proposal and determined it to be reasonable.

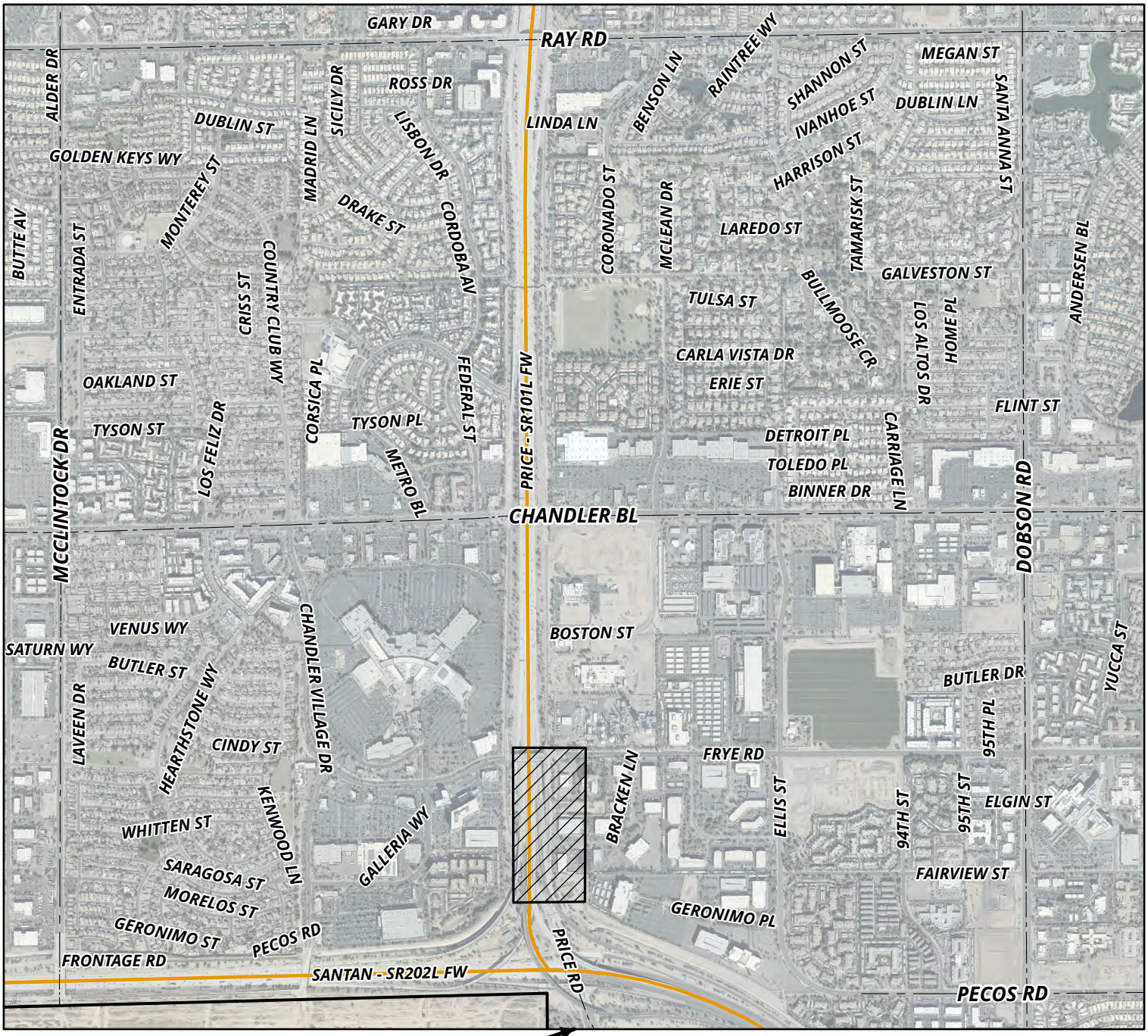
Fiscal Impact

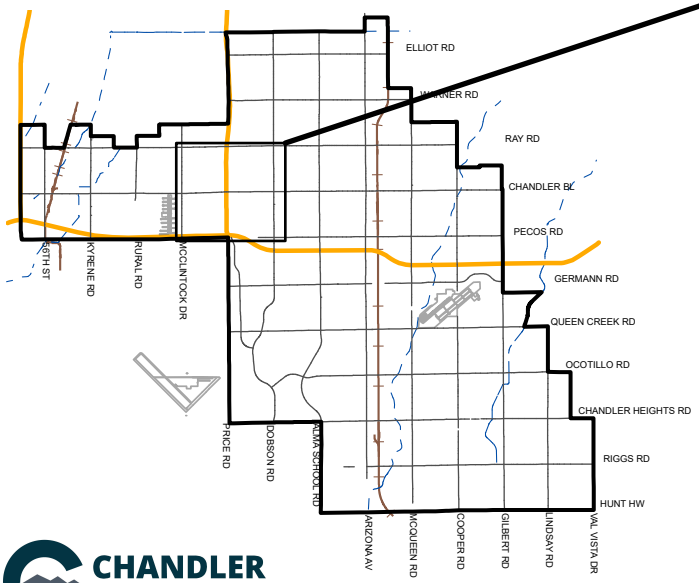
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
615.3910.6817.6WW266	Wastewater Operating	Sewer Assessment & Rehabilitation	$1,064,143.72	Y

Attachments

Location Map

Change Order - B&F Contracting





PRICE ROAD FRONTAGE ROAD SEWER REHABILITATION PROJECT NO. WW2210.401 CHANGE ORDER NO. 1

MEMO NO. CP24-163

PROJECT AREA

CHANDLER arizona

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Capital Projects\2024\CP24-163\CP24-163\CP24-163.aprx 5/17/2024 RandyE

CHANGE ORDER NO. 1

DATE 5/16/24

This Change Order No. 1 ("Change Order No. 1") to the construction services agreement is made by and between the City of Chandler, an Arizona municipal corporation, ("City") and **B&F Contracting, Inc.**, ("Contractor"), on this _____ day of _____, 2024 ("Effective Date" by Clerk).

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: **Price Road Frontage Road Sewer Rehabilitation**

Project No.: **WW2210.401**

User Dept.: Public Works & Utilities NTP Date: 11/27/2023

TO: **B&F Contracting, Inc.** (CONTRACTOR)

11011 N. 23rd Ave. Phoenix, AZ 85029 (Mailing Address)

jonstott@bfcontracting.com (Email Address)

Contractor must make the following changes to this Agreement: (Detail scope change (Exh. A) / cost breakdown (Exh. B), if needed)

See the attached Exhibit A and B for the additional scope of work to cured-in-place pipe (CIPP) line the existing 48-inch T-lock lined RCP pipe from Frye Road to the Diversion Structure along northbound Price Frontage Road.

Amendment authorized by Owner name: Jermaine Swinton **Date:** 5/16/2024

Original Agreement amount:	$14,255,102.98
Previous Change Order total:	n/a
Last Agreement amount approved by Council:	$14,255,102.98
This Change Order:	$1,064,143.72
This Change Order + previous Change Order(s) not approved by Council total:	$1,064,143.72
Revised Agreement total:	$15,319,246.70

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):	340 Calendar Days
Net change resulting from this Change Order:	0 Calendar Days
Revised Agreement time (including this Change Order):	340 Calendar Days

Council Approval (if applicable)

Council Approval Date: 6/13/24

THE ABOVE IS AGREED TO BY:

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney JMB

ATTEST:

City Clerk Seal

"CONTRACTOR"
B&F CONTRACTING, INC.

Signature 5/20/24 Date

Joshua Onstott
Print Name

Executive Director
Title

Jonstott@bfcontracting.com
Signer Email Address

C: Owner / Project Mgr

Exhibit A

August 10, 2023

Scott Riter – Construction Project Manager
City of Chandler – Public Works & Utilities
215 E Buffalo Street
Chandler, AZ 85225

RE: Name: **Price Road Frontage Road Sewer Rehab**
Project No.: **WW2210.401**

SUBJECT: Construction Manager at Risk – Change Order

Dear Mr. Riter,

B&F Contracting, Inc. respectfully submits, for your review, our Proposal for additional CIPP lining of 48-inch & 27-inch pipe on the Price Road Frontage Road Sewer Rehabilitation. B&F proposes to complete this work on directly after the contract work is complete utilizing the same equipment to convey flow an addition 750 LF downstream of the current discharge to complete the 48-inch pipelining from Frye Road to the Price Diversion Structure. To accommodate this, work the bypass will need to be extended and the Frye Road Bypass run time will be extended beyond the original duration in the GMP-001. Also included in this proposal is pricing to complete CIPP lining of the 27-inch line at Frye Road. The line was CCTV inspected and has buried manhole under ADOT concrete pavement that would need rehabilitated 80 lf off the price 42" main. This proposal would CIPP line from the new upstream manhole through this buried manhole to the new polymer downstream manhole and completely cut off corrosive gases to the manhole on the ADOT property and eliminate the need to abandon or rehabilitate the manhole. The price includes all labor, equipment, material, and services to complete this additional work. See the attached schedule of values for reference.

Included in this package are the following documents:

- COC GMP Work Sheet
- Schedule of Values
- Cost Detail
- Scope of Work
- Subcontractor Quotes

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.

Exhibit B

CM@RISK GMP SUMMARY

Project Name: Price Frontage Road Sewer Rehabiliatation 48 & 27 Inch Lining
Date: 5/16/2024
Project Location: Price Frontage Road (Ray Road to Frye Road)
City of Chandler Project No.: WW2210.401

		Amount
A. Cost of Work		
A1 Cost of Work (self perform, no mark-up)		$408,636.98
A2 Cost of Work (subcontractors, suppliers, materialmen)		$937,356.00
	TOTAL COST OF WORK:	**$1,345,992.98**
B. General Conditions		**$0.00**
	SUBTOTAL 1 (Cost of Work) (A + B):	**$1,345,992.98**
C. CM@Risk's Fee		**$114,409.40**
	SUBTOTAL 2 (A + B + C):	**$1,460,402.38**
D. Bonds and Insurance (on Subtotal 1)		
D1 Bonds (Payment and Performance)		$13,459.93
D2 Insurance		$14,805.92
	TOTAL BONDS & INSURANCE:	**$28,265.85**
	SUBTOTAL 3 (SUBTOTAL 2 + BONDS & INS):	**$1,488,668.24**
E. Sales Tax		
E1 Sales Tax		$75,475.48
E2 Tax Credits		$0.00
	TOTAL SALES TAX:	**$75,475.48**
F. Approved Allowances		
	TOTAL ALLOWANCES:	**$0.00**
G. Contingencies		
G1 Owner Contingency		$ -
G2 Contractors Contigency		$ -
	TOTAL CONTINGENCIES:	**$0.00**
Current GMP Allocation to Proposal		**-$500,000.00**
	TOTAL GMP PROPOSAL:	**$1,064,143.72**

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

B&F CONTRACTING Since 1990

Exhibit D3: City of Chandler - Price Road Frontage Road Sewer Rehabiliation - 48-Inch and 27-Inch Lining Proposal

COC Project Number: WW2201.401
B F Project Number: 23-3304-01

A	B				C
ITEM No.	DESCRIPTION OF WORK	QTY	Unit of Measure	Unit Price	SCHEDULED VALUE
	WW2210.401				
1	Remove And Replace PCCP Between Joints	223.00	SY	384.11	$ 85,656.53
2	Provide Operate And Remove Bypass Pumping & Piping System	1.00	EACH	209,219.59	$ 209,219.59
3	Clean Existing 48-inch Diameter Sanitary Sewer Pipe	1,530.00	LF	22.38	$ 34,241.40
4	42-inch, 36-inch, 12-inch And 8-inch Pre & Post Pipe Rehabilitation CCTV Inspection	1,858.00	LF	7.86	$ 14,603.88
5	Install 27-inch CIPP Liner	328.00	LF	180.13	$ 59,082.64
6	Install 48-inch CIPP Liner	1,538.00	LF	580.13	$ 892,239.94
7	Trench And Install Bypass Crossing Pipes	100.00	LF	509.49	$ 50,949.00
	Subtotal of CMAR Direct Work				**$ 1,345,992.98**

A	B				C
ITEM No.	DESCRIPTION OF WORK	QTY	Unit of Measure	Unit Price	SCHEDULED VALUE
	WW2210.401				
	General Conditions				
33	General Conditions	0	MO	102,792.23	$ -
	Subtotal with General Conditions				$ 1,345,992.98
	8.5% Markup				$ 114,409.40
	Total with OH&P				**$ 1,460,402.38**
	Insurance and Bond on Subtotal of CMAR Direct Work + Overhead & Profit				
	Insurance Cost (1.1%)				$ 14,805.92
	Bond Cost (1%)				$ 13,459.93
	Subtotal Bond and Insurance				**$ 28,265.85**
	Subtotal Bond and Insurance+ CMAR Direct Work + Overhead & Profit				**$ 1,488,668.24**
	Sales Tax (5.07%)				
	Sales Tax (5.07%) (Includes Cost of Insurance and Bond * .0507)				$ 75,475.48
	Combined Total with Insurance, Bonds, & Tax				**$ 1,564,143.72**
	Current GMP Allocation to Proposal				**$ (500,000.00)**
	ORIGINAL CONTRACT TOTALS				**$ 1,064,143.72**

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:	Price Road Frontage Road Sewer Rehabilitation Project	**Customer:**	City of Chandler
Job Number:	22-3304-01 **Bid Number:** WW2210.401	**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:	Price Road From Frye, Chandler, AZ	**Contact:**	Scott Riter
Completion Date:	12/20/2022		

Pay Items

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
1 - Remove And Replace PCCP Between Joints	**223.00**	**SY**	**$384.12**	**$85,657.66**	$384.11	$85,656.53	-0.00%
Remove And Replace PCCP ADOT Joint To Joint	223.00	SY	$384.12	$85,657.66			
Demo PCCP (74.33 SY/DY, 3.00 DY)	223.00	SY	$93.20	$20,782.56			
CP-Concrete Replace Crew (37.17 SY/DY, 6.00 DY)	223.00	SY	$84.54	$18,852.96			
Misc. Concrete Materials (Forms, Dowels, Stakes, Cure, Etc.)	1.00	LS	$2,000.00	$2,000.00			
Aggregate - ABC MAG Spec (Vulcan Materials Company)	145.20	TON	$30.80	$4,472.16			
Ready Mix Concrete - MAG AA 4000 (Arizona Materials LLC)	77.70	YARD	$179.00	$13,908.30			
Fine Grade (74.33 SY/DY, 3.00 DY)	223.00	SY	$62.11	$13,850.40			
Trucking (3.00 DY, 0.66 Trucks, 9.29 SY/HR)	223.00	SY	$9.64	$2,150.36			
Dump Fee - Concrete	6.00	LOAD	$125.00	$750.00			
Sawcut	223.00	SY	$28.88	$6,440.93			
CP-Sawcutting Large Crew (104.00 SY/DY, 2.14 DY)	223.00	SY	$28.88	$6,440.93			
Drill And Dowell	1.00	LS	$2,450.00	$2,450.00			

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
2 - Provide Operate And Remove Bypass Pumping & Piping System	**1.00**	**EACH**	**$209,220.71**	**$209,220.71**	$209,219.59	$209,219.59	-0.00%
Additional Bypass For 48-inch Pipe CIPP	2.00	EACH	$104,610.35	$209,220.71			
Bypass Setup	2.00	EACH	$29,435.47	$58,870.94			
Fuse Pipe	1,500.00	LF	$17.32	$25,972.82			
Fuse Stringer	1,500.00	LF	$9.74	$14,617.44			
RH-Bypass Fusion 18in< Crew (500.00 LF/DY, 3.00 DY)	1,500.00	LF	$9.74	$14,617.44			
Misc Fuse Flange Adapters / Fitting	17.00	EACH	$667.96	$11,355.38			
RH-Bypass Fusion 12-18in Crew (8.00 EACH/DY, 1.13 DY)	9.00	EACH	$539.86	$4,858.74			
RH-Bypass Fusion 18in< Crew (6.00 EACH/DY, 1.33 DY)	8.00	EACH	$812.08	$6,496.64			
Plumb Pump Station	4.00	EACH	$4,839.60	$19,358.40			
RH-Bypass Sewer Setup Crew (1.00 EACH/DY, 4.00 DY)	4.00	EACH	$4,589.60	$18,358.40			
Bolts / Gaskets	1.00	EACH	$1,000.00	$1,000.00			
Road X-ing Delays	2.00	EACH	$1,189.22	$2,378.44			
RH-Bypass Fusion 12-18in Crew (4.00 EACH/DY, 0.50 DY)	2.00	EACH	$1,189.22	$2,378.44			
Test Discharge Piping	1,500.00	LF	$2.78	$4,164.56			
GC-Chlorine & Pressure Test Crew (1,500.00 LF/DY, 1.00 DY)	1,500.00	LF	$2.78	$4,164.56			
Install And Remove Plugs	2.00	EACH	$3,498.36	$6,996.72			
RH-Bypass Sewer Setup Crew (1.00 EACH/DY, 2.00 DY)	2.00	EACH	$3,498.36	$6,996.72			
Bypass Removal	2.00	EACH	$12,883.30	$25,766.60			
RH-Bypass Sewer Takedown Crew (0.67 EACH/DY, 3.00 DY)	2.00	EACH	$7,149.84	$14,299.68			
RH-Pipe Pigging Crew (4.00 EACH/DY, 0.50 DY)	2.00	EACH	$1,008.28	$2,016.56			
Chlorine And Dechlorine	2.00	EACH	$425.00	$850.00			
Plug Removal	1.00	EACH	$3,600.36	$3,600.36			
RH-Bypass Sewer Setup Crew (1.00 EACH/DY, 1.00 DY)	1.00	EACH	$3,600.36	$3,600.36			
Repair Fence	1.00	EACH	$5,000.00	$5,000.00			

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
(Item 2 - Provide Operate And Remove Bypass Pumping & Piping System continued)							
Pump Watch	24.00	DY	$1,973.84	$47,372.16			
RH-Bypass Sewer Pump Watch Crew (1.00 DY/DY, 24.00 DY)	24.00	DY	$1,943.84	$46,652.16			
Consumables	24.00	LS	$30.00	$720.00			
Bypass Equipment	30.00	DY	$399.53	$11,986.05			
Mobilization	1.00	EACH	$6,188.48	$6,188.48			
GC-Mobilization Crew (2.00 EACH/DY, 2.00 DY)	4.00	EACH	$669.00	$2,676.00			
GC-Unload & String Pipe Crew (2.00 EACH/DY, 2.00 DY)	4.00	EACH	$878.12	$3,512.48			
Demobilization	1.00	EACH	$6,188.48	$6,188.48			
GC-Mobilization Crew (2.00 EACH/DY, 2.00 DY)	4.00	EACH	$669.00	$2,676.00			
GC-Unload & String Pipe Crew (2.00 EACH/DY, 2.00 DY)	4.00	EACH	$878.12	$3,512.48			
Frye Existing Bypass	24.00	DY	$2,202.00	$52,848.00			
3 - Clean Existing 48-inch Diameter Sanitary Sewer Pipe	**1,530.00**	**LF**	**$22.38**	**$34,237.64**	$22.38	$34,241.40	0.01%
48" Heavy Cleaning	1,530.00	LF	$9.40	$14,382.24			
Heavy Cleaning (510.00 LF/DY, 3.00 DY)	1,530.00	LF	$5.06	$7,746.24			
GC-CCTV Crew (510.00 LF/DY, 3.00 DY)	1,530.00	LF	$3.45	$5,286.00			
Dump Fees	3.00	EACH	$450.00	$1,350.00			
27" Cleaning	328.00	LF	$7.98	$2,617.60			
3 Pass Cleaning (328.00 LF/DY, 1.00 DY)	328.00	LF	$7.98	$2,617.60			
Remove T-Lock (No Grout Placement)	1,530.00	LF	$6.13	$9,385.00			
RH-CIPP Lining Support Crew (510.00 LF/DY, 3.00 DY)	1,530.00	LF	$5.48	$8,385.00			
Consumables (Tyvek, Gloves, Blades, Sanitation)	1.00	EACH	$500.00	$500.00			
Dump Fee - Concrete	1.00	LOAD	$500.00	$500.00			
Dewatering Downstream Pipe	3.00	DY	$2,617.60	$7,852.80			
GC-Combo Hydro Truck Crew (1.00 DY/DY, 3.00 DY)	3.00	DY	$2,617.60	$7,852.80			
4 - 42-inch, 36-inch, 12-inch And 8-inch Pre & Post Pipe Rehabilitation CCTV Inspection	**1,858.00**	**LF**	**$7.87**	**$14,613.22**	$7.86	$14,603.88	-0.06%
Pre Pipe CCTV Inspection	1,858.00	LF	$3.87	$7,181.22			
GC-CCTV Crew (895.13 LF/DY, 4.15 DY)	3,716.00	LF	$1.93	$7,181.22			
Post Pano	1,858.00	LF	$4.00	$7,432.00			

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
5 - Install 27-inch CIPP Liner	**328.00**	**LF**	**$180.13**	**$59,082.96**	$180.13	$59,082.64	-0.00%
CIPP Lining 27" DIP (Insituform Technologies, Inc.)	328.00	LF	$165.00	$54,120.00			
RH-CIPP Lining Support Crew (164.00 LF/DY, 2.00 DY)	328.00	LF	$15.13	$4,962.96			
6 - Install 48-inch CIPP Liner	**1,538.00**	**LF**	**$580.13**	**$892,246.42**	$580.13	$892,239.94	-0.00%
CIPP Lining 48" DIP (Insituform Technologies, Inc.)	1,538.00	LF	$565.00	$868,970.00			
RH-CIPP Lining Support Crew (310.00 LF/DY, 4.96 DY)	1,538.00	LF	$5.38	$8,276.42			
CIPP Mobe	1.00	EACH	$15,000.00	$15,000.00			
7 - Trench And Install Bypass Crossing Pipes	**100.00**	**LF**	**$509.49**	**$50,949.15**	$509.49	$50,949.00	-0.00%
Dig Temp Trench	100.00	LF	$197.92	$19,792.43			
SL-PVC SDR 17 18in Res Extra Large Diameter Crew (100.00 LF/DY, 1.00 DY)	100.00	LF	$72.84	$7,284.32			
CP-Sawcutting Small Crew (100.00 LF/DY, 2.00 DY)	200.00	LF	$21.86	$4,372.96			
Plate	10.00	UNIT	$360.00	$3,600.00			
Backfill Materials	68.00	TON	$23.00	$1,564.00			
ABC	68.00	TON	$23.00	$1,564.00			
Trucking (1.00 DY, 2.40 Trucks, 12.50 LF/HR)	100.00	LF	$25.96	$2,596.15			
Dump Fee - Dirt	5.00	LOAD	$75.00	$375.00			
Backfill Trench	100.00	LF	$180.40	$18,039.75			
SL-PVC SDR 17 18in Res Extra Large Diameter Crew (100.00 LF/DY, 1.00 DY)	100.00	LF	$78.01	$7,800.64			
Backfill Materials	120.00	TON	$27.25	$3,270.00			
ABC	120.00	TON	$23.50	$2,820.00			
Dump Fee - Dirt	6.00	LOAD	$75.00	$450.00			
Trucking (1.00 DY, 2.40 Trucks, 12.50 LF/HR)	100.00	LF	$25.96	$2,596.15			
CP-Sawcutting Small Crew (100.00 LF/DY, 2.00 DY)	200.00	LF	$21.86	$4,372.96			
Concrete Repairs	2.00	EACH	$4,820.76	$9,641.52			
CP-Concrete Curb & Gutter Crew (1.00 EACH/DY, 2.00 DY)	2.00	EACH	$3,865.68	$7,731.36			
Ready Mix Concrete - MAG AA 4000 (Arizona Materials LLC)	8.40	YARD	$179.00	$1,503.60			
Aggregate - ABC MAG Spec (Vulcan Materials Company)	13.20	TON	$30.80	$406.56			
GC-Pothole	4.00	EACH	$868.86	$3,475.44			

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
GC-Utility Potholing Crew (4.00 EACH/DY, 1.00 DY)	4.00	EACH	$868.86	$3,475.44			

Direct Cost Totals

	Amount	Percent of Direct Cost
Labor:	$151,663.18	11.27%
Equipment Owned:	$139,401.69	10.36%
Equipment Rented:	$8,610.60	0.64%
Materials Owned:	$0.00	0.00%
Materials Purchased:	$20,290.62	1.51%
Subcontracted:	$937,356.00	69.64%
Trucking Owned:	$0.00	0.00%
Trucking Hired:	$7,342.66	0.55%
Miscellaneous:	$6,145.00	0.46%
Plug:	$75,198.00	5.59%
Direct Cost:	$1,346,007.76	

Pay Item Summary

	Amount	Percent of Bid Price
Total Direct Cost:	$1,346,007.76	100.00%
Total DC Adds/Cuts:	$0.00	0.00%
Total Indirect Cost:	$0.00	0.00%
Total Bond:	$0.00	0.00%
Total Overall Cost:	$1,346,007.76	100.00%
Total Overhead:	$0.00	0.00%
Total Profit:	($14.78)	-0.00%
Total Margin:	($14.78)	-0.00%
Total Bid Price:	$1,345,992.98	

Exhibit C

SUBCONTRACTOR DOCUMENTS WITH CM@RISK

Any subcontractor assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the CM@Risk and their subcontractors, and do not apply to the Agreement between the CM@Risk and the City.

Insituform Technologies, LLC.
Worldwide Pipeline Rehabilitation

645 W 24th St
Tempe, AZ, 85282
Tel: (480) 446-0620
Fax: (480) 446-0349

www.insituform.com

May 8, 2024

Mr. Josh Onstott
Executive Director
B&F Contracting

Re: Change Order Proposal # 3 for Project WW2210.401 – City of Chandler Price Rd Rehab

Dear Mr. Onstott:

COP # 3 below includes two options for CIPP lining 27".

- Option 1 is 82 LF of 27" assuming lining from MH 756006977 to buried MH 756005854 (Manhole needs exposed).
- Option 2 is 328 LF of 27" assuming lining from MH 756006977 to New MH 01.

CHANGE ORDER PROPOSAL 3 – Option 1

Item	Description	Unit Price	Qty	TOTAL
1	Price and Frye Rd 27" CIPP – Option 1	$360	82 LF	$29,520.00
	TOTAL CO3 – Option 1			***$29,520.00***

CHANGE ORDER PROPOSAL 3 – Option 2

Item	Description	Unit Price	Qty	TOTAL
1	Price and Frye Rd 27" CIPP – Option 2	$165	328 LF	$54,120.00
	TOTAL CO3 – Option 2			***$54,120.00***

All assumptions, inclusions and exclusions remain same per the original contract. Please do not hesitate to contact me with any further questions.

Very truly yours,

Insituform Technologies, Inc.

Seth Ganesan

MERCHANTS BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. BOX 14498 · DES MOINES, IOWA 50306-3498 · (800) 678-8171 · (515) 243-3854 FAX

BOND RIDER

Attached to and forming part of Bond # **100124725**

on behalf of **B & F Contracting, Inc.**

in favor of **City of Chandler**

and in the amount of **$14,255,102.98**

It is understood and agreed that effective **May 16, 2024**

The **Bond Amount to be INCREASED**

from **$14,255,102.98**

to **$15,319,246.70**

All other conditions and terms remain as originally written.

Signed, Sealed, and Dated **May 20**, **2024**

Merchants National Bonding, Inc.

By: _____

Taylor J. Wilstead, Attorney-in-Fact

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alec Kleiner; Christopher D Morrow; Cynthia Kleiner; Jonathan Bjork; Taylor J Wilstead

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 25th day of April , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 25th day of April 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of May , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

Insituform Technologies, LLC.
Worldwide Pipeline Rehabilitation

645 W 24th St
Tempe, AZ, 85282
Tel: (480) 408-9203
Fax: (480) 446-0349

www.insituform.com

May 14, 2024

Mr. Josh Onstott
Executive Director
B&F Contracting

Re: Change Order Proposal # 4 for Project WW2210.401 – City of Chandler Price Rd Rehab

Dear Mr. Onstott:

The proposal below includes CIPP lining of approximately 1,530 LF of 48" segments at Price and Frye Road.

CHANGE ORDER PROPOSAL 4

Item #	Description	Unit Price	Qty	TOTAL
1	Mobilization	$15,000	1	$15,000.00
2	Price and Frye Rd 48" OTH CIPP	$565	1,530 LF	$864,450.00
	TOTAL CO4			***$879,450.00***

Assumptions specific to this project:

- Insituform will continue these installations with minimum gap (approximately a month) from finishing the current Chandler Over the Hole installations, so we can keep most of the OTH equipment in Tempe
- Designs are based on following MH depths measured: 21 feet at Frye Rd, 15 feet at Fairview Rd and 10 feet at MH with bend
- We will install two OTH shots from Fairview St manhole, one to Frye Rd and other to the Structure

All other assumptions, inclusions and exclusions remain same per the original contract. Please do not hesitate to contact me with any further questions.

Very truly yours,

Insituform Technologies, Inc.

Seth Ganesan
Project Director
Insituform Technologies

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No.

Date: June 13, 2024
To: Mayor and Council
Joshua H. Wright, City Manager
Thru: Dawn Lang, Deputy City Manager – CFO

From: Matthew Dunbar, Budget and Policy Director
Subject: Public Hearing on Adoption of the FY 2024-25 Annual Budget, 2025-2034 Capital Improvement Program (CIP), and setting the FY 2024-25 Property Tax Levies

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Proposed Motion:

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

Background/Discussion

On May 23, 2024, Council adopted Resolution No. 5800, which approved the FY 2024-25 Tentative Budget in the amount of $1,629,072,684 and set June 13, 2024, as the date for a public hearing to allow taxpayers to comment and provide input on the Budget, Capital Improvement Plan (CIP) and Property Tax Levies. A Notice of Public Hearing for “Adoption of the FY 2024-25 Annual Budget and 2025-2034 Capital Improvement Program, and Setting of Property Tax Levies” has been posted on the official City website since May 29, 2024, and was published in the Arizona Republic on May 29 and June 5, 2024, as required by state statute. The notice includes a summary of the Tentative Budget, with State Auditor General schedules A and B budget forms (a complete set of budget forms is attached to the Resolution No. 5801 agenda item) and provides a general description of the 10-Year CIP.

Council action on the Budget and CIP is scheduled immediately following this

Public Hearing on the Budget, CIP and Property Tax Levies. Action on the Property Tax Levies is scheduled for tentative adoption June 24, 2024, and final adoption June 27, 2024.

Attachments

Public Hearing & Special Meeting_Final Budget Adoption and Property Tax Levy presentation

CHANDLER
arizona

Council Chambers
Friday, April 26, 2024

Public Hearing

FY 2024-25 Proposed Budget
2025-2034 Capital Improvement Program (CIP)
2024-25 Property Tax Levy

Council Chambers | Thursday, June 13, 2024

FY 2024-25 Proposed Budget

“Making it Happen”

Total Budget $1,629,072,684 | Total General Fund: $577,776,840

Proposed Budget

- Adheres to financial policies and is structurally balanced
  - Ongoing for ongoing and one-time for one-time
- Uses Strategic Framework to guide decisions
- Provides for cost-effective, quality services
- Maintains long-term financial sustainability
- Resident engagement through input opportunities
  - Kickoff, Resident Budget Survey & Three Workshops
  - All-day Budget Briefing
  - Tentative and Final Adoption in May/June

1.6% decrease overall all Funds
$752.5M operating (-5.9%)
$876.5M capital (+2.3%)

5.4% decrease in General Fund
$577.8M operating (-9.1%)
$139M capital (+8.6%)

FY 2024-25 Proposed Budget Drivers (all funds)

Revenues

- Revenues reflect actual economic environment with additional analysis on sustainable level
- Increases coming from continued development & decrease from Residential Rental revenue
- State Shared revenues updated with latest projections using State and League forecasts

Expenditures

- Funding to convert one-time funded positions to ongoing, maintain service delivery after adjusting for inflation, and ensure enhancements are in strategic focus areas
- Personnel costs increasing to invest in city workforce and retain employees; market, merit, and healthcare. Reflects ongoing savings from PSPRS employer contribution
- Capital projects increased to address aging infrastructure, inflation and new infrastructure

Grants

- Continued focus on finding Grant opportunities and having “shovel ready” projects that may qualify

Debt & Actions Reducing Cost

- Maintain AAA bond rating to minimize cost of borrowing for capital projects
- Maintain funded status of Public Safety Personnel Retirement System (PSPRS) to ensure unfunded liability does not grow
- Solar energy investment for utility cost savings
- Turf to Xeriscape capital project for utility cost savings

Operating Budget Highlights

Reduces city primary property tax rate, no change to Transaction Privilege Tax (TPT) rates

No planned Water, Wastewater, or Solid Waste rate changes in the new Fiscal Year

Budget maintains existing service levels and enhances programs tied to Strategic Framework

Adds funding for new labor association commitments and general employee merit/market

Continues debt elimination: $7M in one-time funding for pay-off maintenance of Public Safety Personnel Retirement System (PSPRS) liability

Maintains strong reserves including 15% General Fund contingency and $10M budget stabilization reserve

2025-2034 CIP Highlights

- 2025-2034 CIP total is $2,488,884,031 ($525M more than the 2024-2033 CIP)
- Updated to reflect additional utility projects and project costs to current values
- Increased focus on aging infrastructure
- Voter Bond authorization to support capital plan is shortened by inflation

$2.49B- Total 10-Year CIP
$876.5M – Total FY 2024-25 CIP

Public Hearing
FY 2024-25 Property Tax Levy

Breakdown of $1 of Typical Chandler Property Tax Bill

Public Schools and Community College Districts
70 cents

Maricopa County & Special Districts
19 cents

City of Chandler
11 cents

*Based on 2023 Tax Bill information. Exact split will vary depending on the school district and any other special taxing districts on the bill.

FY 2024-25 Property Tax Levy

FY 2023-24 LPV
$3.900B

FY 2024-25 LPV
$4.108B

+5.3% increase
0.9% New Property
4.4% Appreciation

2023-24 Levy
$42,612,435

2024-25 Levy
$44,473,791

Levy Increase
$1,861,356

Tax rate reduction from $1.0926 to $1.0826
reduces impact of Limited Property Value (LPV) increase

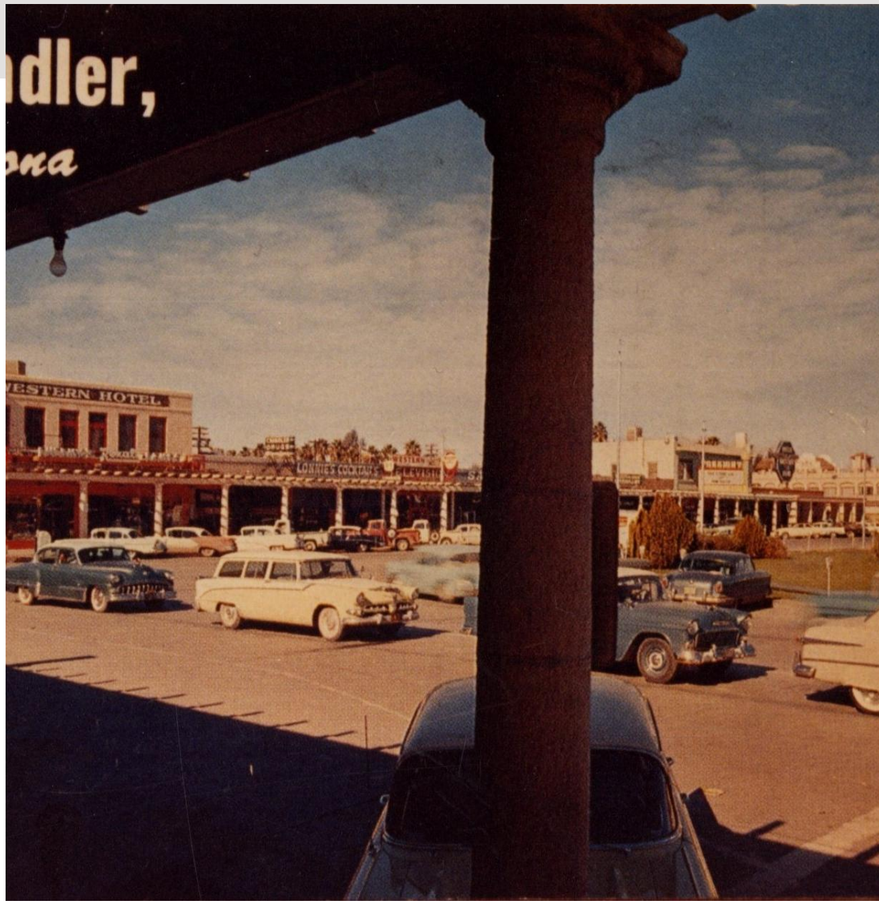
Reduces property tax rate for the 9th consecutive year

Impact of City Tax Rate Reduction on Median Value Homeowner

FY 2024-25 Property Tax Rates	2024	2025	% Increase
Full Cash Value (FCV)	$447,600	$414,800	-7.33%
Limited Property Value (LPV)	$235,863	$247,656	5.00%
Assessed Limited Cash Value (10%)	$23,586	$24,766	5.00%
$0.2226 (to $0.2126)/$100 assessed value - Primary	$52.50	$52.65	0.28%
$0.8700 (No change)/$100 assessed value- Secondary	$205.20	$215.46	5.00%
$1.0926 (to $1.0826)/$100 av - Total Property Tax Rate			
Total City Property Tax Bill	$257.70	$268.11	4.04%
Annual increase from current year		$10.41 $0.87/month	

Key Budget Dates

Budget Event		Date
Council Budget Kickoff		**Completed Oct.**
Citizen Budget Survey		**Completed Nov. - Jan.**
Council Workshop #1		**Completed Feb.**
Council Workshop #2		**Completed early Mar.**
Council Workshop #3		**Completed late Mar.**
All Day Budget Briefing		**Completed Apr.**
Council Meetings and Statutory Requirements	Tentative Budget/CIP Adoption	**Completed May**
	Budget Public Hearing and Final Adoption	**Tonight**
	Adoption of Tax Levies	**06/27/2024**



Questions?

For your consideration:

Res. #5801 Adopts the FY 2024-25 Annual Budget, sets the amounts proposed to be raised by direct property taxation, and adopts the 2025-2034 Capital Improvement Program (CIP)

Tentative and final adoption of the Ordinance No. 5095, setting Property Tax Levies will be June 24 and 27, 2024

For more information visit chandleraz.gov/budget or call the Budget Office at (480) 782-2254

ITEM 34

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 24-095

Date: June 13, 2024
To: Mayor and Council
Joshua H. Wright, City Manager
Thru: Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services 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

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

Administrative Approvals

June 13, 2024

Special Event Liquor and Extensions of Liquor Premises Approvals

Permanent Extensions of Liquor License Premises
Business Name: Si Senor Restaurant of Arizona, LLC, DBA Si Senor Restaurant
Applicant: Irene Castillo
Extension Purpose: To add additional seating area on outside patio
Location: Si Senor Restaurant, 600 N. Alma School Road

Temporary Extensions of Liquor License Premises
N/A

Special Event Liquor Licenses

N/A

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services Memo No.**

Date: June 13, 2024
To: Mayor and Council
From: Development Services Department
Subject: May 1, 2024, Planning and Zoning Commission Meeting Minutes

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Attachments

May 1, 2024 Study Session Minutes
May 1, 2024 Regular Meeting Minutes

Meeting Minutes
Planning and Zoning Commission
Study Session

May 1, 2024 | 5:00 p.m.
Chandler City Council Chambers
88 E. Chicago Street, Chandler, AZ

CHANDLER arizona
Community of Innovation

Call to Order

The meeting was called to order by Chairman Heumann at 5:00 p.m.

Roll Call

Commission Attendance

Chairman Rick Heumann
Vice Chair Sherri Koshiol
Commissioner Michael Quinn
Commissioner Kyle Barichello
Commissioner Rene Lopez (appearing telephonically)
Commissioner Charlotte Golla

Staff Attendance

Kevin Mayo, Planning Administrator
David de la Torre, Planning Manager
Lauren Schumann, Principal Planner
Alisa Petterson, Senior Planner
Darsy Omer, Associate Planner
Taylor Manemann, Associate Planner
Thomas Allen, Assistant City Attorney
Julie San Miguel, Clerk
Michelle Reeder, Clerk

Scheduled/Unscheduled Public Appearances

Members of the audience may address any item not on the agenda. State Statute prohibits the Board or Commission from discussing an item that is not on the agenda, but the Board or Commission does listen to your concerns and has staff follow up on any questions you raise.

Consent Agenda and Discussion

1. April 17, 2024, Planning and Zoning Commission Meeting Minutes

Move Planning and Zoning Commission approve Planning and Zoning Commission meeting minutes of the Study Session of April 17, 2024, and Regular Meeting of April 17, 2024.

CHAIRMAN HEUMANN confirmed there were no questions or comments from the Commission Members.

2. PLH23-0063 – CBREIM Frye

Rezoning from Planned Industrial (I-1) District to Planned Area Development (PAD) for a data center with Mid-Rise Overlay to allow building heights up to 95 feet and Preliminary Development Plan approval to expand an existing data center facility. The subject site is located at 2500 W. Frye Road, generally located ½ mile south and east of Chandler Boulevard and Price Road.

Move Planning and Zoning Commission continue PLH23-0063 CBREIM Frye, Rezoning from Planned Industrial (I-1) District to Planned Area Development (PAD) for a data center with Mid-Rise Overlay to allow building heights up to 95 feet and Preliminary Development Plan approval to expand an existing data center facility to the June 5, 2024, meeting, as requested by the applicant.

An Addendum Memo was presented to the Commission, Planning staff received a letter from the Applicant addressed to the Planning and Zoning Commission providing details relating to the request for continuance.

CHAIRMAN HEUMANN confirmed there were no questions or comments from the Commission Members and asked when this one will be presented.

DAVID DE LA TORRE, PLANNING MANAGER stated the Applicant advised staff that this would be the last request for continuance.

3. PLH24-0012/PLH23-0056/PLT23-0022 VIVIENDO

LAUREN SCHUMANN, PRINCIPAL PLANNER presented details regarding the request to amend Section 23 Area Plan from Neighborhood Commercial to Residential, Rezoning from Planned Area Development (PAD) for Neighborhood Commercial and congregate care to PAD for single-family residential, Preliminary Development Plan approval for subdivision layout and housing product, and Preliminary Plat approval for a 76-lot single-family subdivision on approximately 15.4 acres located at the southeast corner of Ocotillo and McQueen roads.

An Addendum Memo was presented to the Commission, Planning staff received two additional letters from adjacent residents: one in support and the other against the request.

CHAIRMAN HEUMANN mentioned concerns regarding the exit on Alamosa. He asked if home fronts were facing this area and if the exit will be properly gated.

LAUREN SCHUMANN, SENIOR CITY PLANNER confirmed the exit will be properly gated and is intended to be exit-only. She stated the proposed gate could be opened with a remote opener and faces the sides of the houses.

CHAIRMAN HEUMANN pointed out one of the letters mentioned retention and confirmed that

the greenbelts will be handling the water retention and the Applicant will be managing that.

4. PLH23-0067 ALL COPY

DARSY OMER, ASSOCIATE PLANNER presented details regarding the request for Use Permit approval for an office/warehouse building located at the northwest corner of Chicago Street and Beck Avenue, generally located ¼ mile east and south of 56th Street and Chandler Boulevard.

CHAIRMAN HEUMANN confirmed there were no questions or comments from the Commission Members.

5. PLH24-0005 GOLD TRUST REALTY

DARSY OMER, ASSOCIATE PLANNER presented details request a Use Permit time extension to allow the continued use of a residential home zoned Single-Family District (SF-8.5) as a real estate office. The business is located at 200 S Dobson Road, generally located north of the northwest corner of Dobson and Frye roads.

CHAIRMAN HEUMANN confirmed there were no questions or comments from the Commission Members.

Calendar

The next Study Session will be held before the Regular Meeting on Wednesday, May 15, 2024, in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona.

Adjourn

The meeting was adjourned at 5:21 p.m.

Kevin Mayo, Secretary

Rick Heumann, Chairman

Meeting Minutes
Planning and Zoning Commission
Regular Meeting

May 1, 2024 | 5:30 p.m.
Chandler City Council Chambers
88 E. Chicago Street, Chandler, AZ

CHANDLER arizona
Community of Innovation

Call to Order

The meeting was called to order by Chairman Heumann at 5:33 p.m.

Roll Call

Commission Attendance

Chairman Rick Heumann
Vice Chair Sherri Koshiol
Commissioner Michael Quinn
Commissioner Kyle Barichello
Commissioner Rene Lopez (appearing telephonically)
Commissioner Charlotte Golla

Staff Attendance

Kevin Mayo, Planning Administrator
David de la Torre, Planning Manager
Lauren Schumann, Principal Planner
Alisa Petterson, Senior Planner
Darsy Omer, Associate Planner
Taylor Manemann, Associate Planner
Thomas Allen, Assistant City Attorney
Julie San Miguel, Clerk
Michelle Reeder, Clerk

Pledge of Allegiance

The Pledge of Allegiance was led by Commissioner Barichello.

Scheduled and Unscheduled Public Appearances

Members of the audience may address any item not on the agenda. State Statute prohibits the Board or Commission from discussing an item that is not on the agenda, but the Board or Commission does listen to your concerns and has staff follow up on any questions you raise.

Consent Agenda and Discussion

1. **April 17, 2024, Planning and Zoning Commission Meeting Minutes**

Move Planning and Zoning Commission approve Planning and Zoning Commission meeting minutes of the Study Session of April 17, 2024, and Regular Meeting of April 17, 2024.

2. PLH23-0063 – CBREIM Frye

Rezoning from Planned Industrial (I-1) District to Planned Area Development (PAD) for a data center with Mid-Rise Overlay to allow building heights up to 95 feet and Preliminary Development Plan approval to expand an existing data center facility. The subject site is located at 2500 W. Frye Road, generally located ½ mile south and east of Chandler Boulevard and Price Road.

Move Planning and Zoning Commission continue PLH23-0063 CBREIM Frye, Rezoning from Planned Industrial (I-1) District to Planned Area Development (PAD) for a data center with Mid-Rise Overlay to allow building heights up to 95 feet and Preliminary Development Plan approval to expand an existing data center facility to the June 5, 2024, meeting, as requested by the applicant.

An Addendum Memo was presented to the Commission, Planning staff received a letter from the Applicant addressed to the Planning and Zoning Commission providing details relating to the request for continuance.

4. PLH23-0067 ALL COPY

Request Use Permit approval for an office/warehouse building located at the northwest corner of Chicago Street and Beck Avenue, generally located ¼ mile east and south of 56th Street and Chandler Boulevard.

Recommended Conditions of Approval

Planning staff recommends Planning and Zoning Commission move to recommend approval of the Use Permit/Preliminary Development Plan, subject to the following conditions:

1. Development shall be in substantial conformance with exhibits and representations entitled "PLH23-0067 All Copy Exhibits" kept on file in the City of Chandler's Planning Division, in file No. PLH23-0067 All Copy, modified by such conditions included at the time the exhibits were approved by the City Council and/or as thereafter amended, modified or supplemented by the City Council.

2. Use Permit approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Use Permit shall apply.

3. Uses permitted shall be those permitted in the I-2 General Industrial District and office provided that parking requirements are met pursuant to Article XVIII Parking and Loading Regulations of the Chandler City Code.

4. All employees and clients shall park on-site.

5. The site shall be maintained in a clean and orderly manner.

5. PLH24-0005 GOLD TRUST REALTY

Request Use Permit time extension to allow the continued use of a residential home zoned Single-Family District (SF-8.5) as a real estate office. The business is located at 200 S Dobson Road, generally located north of the northwest corner of Dobson and Frye roads.

Recommended Conditions of Approval
Planning staff recommends Planning and Zoning Commission move to recommend approval of the Use Permit, subject to the following conditions:

1. Substantial expansion or modification beyond the approved exhibits (Exhibits and Narrative) shall void the Use Permit and require new Use Permit application and approval.

2. Any expansion or modifications beyond the approved exhibits shall void the Use Permit.

3. The Use Permit is non-transferable to any other property.

4. Substantial increases in on-site employment over that as represented as 3 full time equivalent, or substantial expansion of the home to provide additional office space, shall require Use Permit amendment and approval by the City of Chandler.

5. The site shall be maintained in a clean and orderly manner.

6. Use Permit approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Use Permit shall apply.

Consent Agenda Motion and Vote

VICE CHAIR KOSHIOL moved to approve the Consent Agenda of the May 1, 2024, Regular Planning and Zoning Commission Meeting with stipulations presented by staff; Seconded by COMMISSIONER QUINN.

Motion carried unanimously (6-0).

Action Agenda Item No. 3 and Discussion

3. PLH24-0012/PLH23-0056/PLT23-0022 VIVIENDO

LAUREN SCHUMANN, PRINCIPAL PLANNER, presented details regarding a request to amend Section 23 Area Plan from Neighborhood Commercial to Residential, Rezoning from Planned

Area Development (PAD) for Neighborhood Commercial and congregate care to PAD for single-family residential, Preliminary Development Plan approval for subdivision layout and housing product, and Preliminary Plat approval for a 76-lot single-family subdivision on approximately 15.4 acres located at the southeast corner of Ocotillo and McQueen roads.

An Addendum Memo was presented to the Commission, Planning staff received two additional letters from adjacent residents: one in support and the other against the request.

CHAIRMAN HEUMANN announced that he has received some speaker cards for Item No. 3 and he would like to hear from the speakers before deciding to pull the Item from the Consent Agenda.

CONNIE FRASIER, 4295 SOUTH CROSSCREEK DRIVE expressed concerns about the proposed housing development. She stated a month earlier, a representative said there would be a reduction in the number of houses planned and they would be keeping an entrance and exit on Alamosa. She asked why they needed this entrance was as there is already an existing entrance on McQueen. She presented concerns regarding the small size of Alamosa Street and increased traffic issues especially turning left on to McQueen. She asked why a traffic signal could not be installed and was advised that its too close to the signal on Ocotillo, she pointed out that the distance seemed to be the same.

JENNIFER ALVEY, 1154 EAST GRAND CANYON ROAD stated she has lived in Chandler for twenty-two years and expressed appreciation for the city's management of growth. She voiced concerns over the housing development and stated what is build should benefit the people moving in and the residents who are existing. She highlighted the importance of maintaining the buffer between existing homes and how after they were shown a proposal with a buffer then shown an updated image with the buffer altered to be smaller. She presented further concerns regarding the impact of traffic due to the Amazon, bus barn, and other developments.

RIZWAN RASHEED, 4190 SOUTH JESSE STREET stated that Jennifer Alvey is his neighbor and there will be twelve homes up against their two homes. He expressed concerns about the density of the proposed development and suggested a different builder who could provide lower-density or light commercial. He stated the Applicant advised him that they could not provide a lower density in a profitable way and that they are only looking out for their best interest and not the community.

CHAIRMAN HEUMANN announced that he will be pulling this Item for Action and asked staff to address the concerns voiced by the speakers, regarding residential impact and traffic.

LAUREN SCHUMANN, PRINCIPAL PLANNER explained before the applicant submitted an application, they provided a preliminary technical review; this allowed various municipal departments, including fire, civil, traffic, building, and utilities, to review the proposal before an

application is filed. She stated the city's general practice for developments is to limit the number of entrances on an arterial road and to use collector streets to channel traffic from smaller to larger roads. She stated it is the city's preference to use Alamosa to allow traffic to flow rather than creating another entrance on McQueen. She bought up Google Maps and pointed out the subdivisions south of the area do not have access to McQueen and instead used collector streets to the north and south. She stated that his is the best practice per the City's Traffic Engineer.

CHAIRMAN HEUMANN confirmed that the closest school was San Tan Elementary and that drivers would have to do a lot of cutting through neighborhoods to reach it. He asked staff to address the concerns raised by the speakers.

LAUREN SCHUMANN, PRINCIPAL PLANNER stated that she spoke to the resident who brought up the need for a traffic signal at a neighborhood meeting and it was confirmed with the traffic engineer that Amorosa was too close to the intersection of McQueen and Ocotillo to install a traffic signal.

CHAIRMAN HEUMANN pointed out that one speaker stated that he supported commercial. He asked staff to explain the traffic impact if the area were developed commercially, such as a convenience store, compared to the current residential proposal.

LAUREN SCHUMANN, PRINCIPAL PLANNER responded that commercial developments typically generate more traffic than residential or even multifamily developments due to the higher number of trips generated.

CHAIRMAN HEUMANN commented on a recent proposal for a Quick Trip that came before Planning and Zoning and that could generate hundreds of trips.

VICE CHAIR KOSHIOL asked staff to clarify the situation regarding a buffer zone that was mentioned previously.

LAUREN SCHUMANN, PRINCIPAL PLANNER stated at the December neighborhood meeting, a proposal was made for a 20-foot sidewalk buffer between existing and proposed homes. She described this space as historically being a 'no man's land' and detailed concerns about safety and security within these zones, suggesting instead that larger lots with landscaped areas would be more beneficial.

VICE CHAIR KOSHIOL sought to confirm that the 20-foot buffer had been incorporated into the lot sizes of lots 30 through 40 to make them deeper.

LAUREN SCHUMANN, PRINCIPAL PLANNER confirmed that is correct and there will be another sidewalk along McQueen closer to the development to provide a safer environment for residents

walking their dogs away from the busy road.

VICE CHAIR KOSHIOL advised that she liked that idea a lot and asked if that would be gated off.

LAUREN SCHUMANN, PRINCIPAL PLANNER confirmed that the walkway would be open to the public and not gated off.

COMMISSIONER BARICHELLO stated he did not see that in the rendering.

LAUREN SCHUMANN, PRINCIPAL PLANNER stated staff will confirm.

COMMISSIONER GOLLA sought clarification whether the larger lot sizes still allowed for a 20-foot buffer.

LAUREN SCHUMANN, PRINCIPAL PLANNER explained that the 20-foot landscaped area was eliminated in favor of extending the lot sizes, thus providing larger backyards and maintaining a buffer from the homes.

CHAIRMAN HEUMANN asked staff to address issues related to building height and the single story with push back two story and their impact on privacy.

KEVIN MAYO, PLANNING ADMINISTRATOR stated that these questions are aimed towards specifics in the proposal and would be better addressed by the Applicant.

RALPH PEW, APPLICANT introduced himself and stated that Mr. Chuck Chism and Francisco Castillo from K. Hovnanian are present in case there are any questions they could address. He stated Alamosa Drive has been a point of discussion from the beginning with the neighbors and as staff indicated, the city wanted to minimize the number of access points on McQueen Road. He explained that consequently, the best approach was to place an entrance on Alamosa at the southern edge and make it only for residents. He further explained this entrance would require a key; therefore deliveries, guest and public access would occur up on Ocotillo. The Applicant believed they have done all they could to comply with the street design standards in the city while creating a better situation for the neighborhood with the Alamosa location. He further explained the existing curb cuts on McQueen Road are roadway drainage spillways. He stated spillways take drainage from the road and channeled water from the street, he wanted to make sure everyone knew they were not designed for road access. He stated that the buffer had also became and issue and explained that without constant monitoring, it could turn into a location for mischief; therefore, it was decided the best to incorporate that land into the lots. He further explained the change was initially thought to be a good idea until further consideration led to its revision. He stated all the single-story homes adjoining this property were planned to not have two-story homes near them. He stated the proposed residential is better than commercial due to the increased traffic that commercial would case. He further stated their plan had been

revised from 91 lots to 76, so they have been reducing the density and keeping it consistent with the Southeast Area Chandler Plan. He explained the density appeared higher when calculated just for the 15.3 net acres at 76 units, it fit well within the allowed density ranges when averaged as intended under the plan and the home sizes in this proposal ranged from just over 2000 to almost 3400 square feet, indicating that these ware significant homes on smaller lots. He presented an image showing an overview of the site, demonstrating compliance with the Southeast Area Chandler Plan, and outlining the changes in the plan from 91 lots at 4000 square feet to the current 76 lots with almost 5000 square feet each. He stated there were now 12 two-story lots with a 40-foot minimum setback, and 15 of the 76 lots were specifically limited to single-story homes. He then presented renderings of the elevations, providing a visual of the spatial relationships and textures within the community, particularly in the remodeled barbecue and amenity areas. He emphasized efforts to avoid situations where a rear wall met the minimum setback and aligned with all other rear walls, showing the textured appearance on the street frontages, especially along McQueen Road. He thanked the Commission and urged the support of this project.

CHAIRMAN HEUMANN invited any members of the audience would like to speak to come up to the podium.

CONNIE FRASIER, 4295 SOUTH CROSSCREEK DRIVE thanked the Applicant for providing clarity on some of the issues, but she would like to point out that Alamosa is not a feeder street and does not travel continuously from east to west. She clarified Alamosa spans the length of six houses before ending at entrances to Alamosa Estates or Geneva Estates and this is not comparable to a feeder street situation because any car exiting the new subdivision onto Alamosa to reach Santana Elementary or Junior High would have to navigate through residential neighborhoods. She presented concerns regarding impact on their streets as this is where children bike, walk to school, and there are multigenerational families where elderly live. She emphasized the community's concern about the increase in traffic through neighborhoods rather than on a feeder street, urging the city to consider this when making their decisions.

CHAIRMAN HEUMANN thanked the speaker and asked if anyone else in the audience wanted to speak. He asked staff to address the feeder street issue.

KEVIN MAYO, PLANNING ADMINISTRATOR explained although there was never a formal Preliminary Development Plan (PDP) approved for the commercial center, the concept site plan for Geneva Estates included a driveway connection to Alamosa and exits onto McQueen and another street. He noted that even if the area developed as intended with retail and office spaces, the traffic from those commercial activities would exceed what the proposed residential subdivision would generate. He described how collector streets function not always to connect one arterial to another but to collect traffic from neighborhoods like Geneva Estates and Alamosa Estates and direct it towards major roads like McQueen. He stated despite the speaker's correct observation that the situation was different south of the site, in traffic

engineering terms, it was still considered a collector street. Kevin acknowledged the legitimate concerns about cut through traffic affecting local school routes, explaining that even if the subdivision's access point were moved, parents might still choose to cut through neighborhoods to reach schools. This issue, he noted, is a common challenge near schools throughout the city.

CHAIRMAN HEUMANN thanked staff for the explanation and confirmed there were no further questions or comments from the Commission Members.

Action Agenda Item No. 3 Motion and Vote

Proposed Motion:
Area Plan
Move Planning and Zoning Commission recommend approval of Section 23 Area Plan amendment, PLH24-0012, as recommended Planning staff.

Rezoning
Move Planning and Zoning Commission recommend approval of Rezoning PLH23-0056 Viviendo, Rezoning from PAD for Neighborhood Commercial and congregate care to PAD for single-family residential on approximately 15.4 acres, subject to the conditions as recommended by Planning staff.

Preliminary Development Plan
Move Planning and Zoning Commission recommend approval of Preliminary Development Plan PLH23-0056 Viviendo for subdivision layout and housing product, subject to the conditions as recommended by Planning staff.

Preliminary Plat
Move Planning and Zoning Commission recommend approval of Preliminary Plat, PLT23-0022 Viviendo, a 76-lot single-family subdivision, subject to the condition as recommended by Planning staff.

Recommended Conditions of Approval:
Area Plan Amendment
Planning staff recommends Planning and Zoning Commission move to recommend approval of the Area Plan Amendment to the Section 23 Area Plan from Neighborhood Commercial to Residential.

Rezoning
Planning staff recommends Planning and Zoning Commission move to recommend approval of Rezoning from PAD for Neighborhood Commercial and congregate care to PAD for single-family residential, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled, "Viviendo" and kept on file in the City of Chandler Planning Division, in File No. PLH23-0056, modified by such conditions including at the time the Booklet was approved by the Chandler City Council and/or as therefore amended, modified or supplemented by Chandler City Council.

2. Uses permitted shall be single-family dwellings, with a minimum lot size of 4,500 square feet.

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

4. The landscaping in all private open-spaces shall be maintained by the property owner or property's association, and shall be maintained at a level consistent with or better than at the time of planting.

5. The landscaping in all rights-of-ways shall be maintained by the adjacent property owner or property owner's association.

6. The developer shall be required to install landscaping in the arterial street median(s) adjoining this project. In the event that the landscaping already exists within such median(s) the developer shall be required to upgrade such landscaping to meet current City Standards.

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

8. Lot coverage shall not exceed sixty percent (60%) of each lot area.

9. Minimum setbacks shall be as provided below and further detailed in the Development Booklet:

Property Line	Building Setback
Front Yard	20 ft. from back of sidewalk to garage door 13 ft. from property line to livable
Side Yards	5 ft. for each side
Rear Yard	10 ft.; Accessory buildings 5 ft.

Preliminary Development Plan

Planning staff recommends Planning and Zoning Commission move to recommend approval of the Preliminary Development Plan, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled, "Viviendo" and kept on file in the City of Chandler Planning Division, in File No. PLH23-0056, modified by such conditions including at the time the Booklet was approved by the Chandler City Council and/or as therefore amended, modified or supplemented by Chandler City Council.

2. The same elevation shall not be built side-by-side or directly across the street from one another.

3. Lots shall be restricted to single-story or a combination of one-story with two story elements as indicated in the Viviendo- Site Plan.

4. The site shall be maintained in a clean and orderly manner.

5. Landscaping plans (including for open spaces, rights-of-way, and street medians) and perimeter walls shall be approved by the Planning Administrator.

6. The following enhanced landscape standards shall apply to the common open space and retention area along Ocotillo and McQueen roads:
    a. 50% of required trees shall have a minimum planting size of a 36-inch box and a minimum of 12-feet in height at the time of planting.
    b. A minimum of one (1) tree and six (6) shrubs per twenty-five (25) lineal feet of frontage on arterial or collector street rights-of-way.

7. The covenants, conditions and restrictions (CC & R's) to be filed and recorded with the subdivision shall mandate the installation of front yard landscaping within 180 days from the date of occupancy with the homeowners' association responsible for monitoring and enforcement of this requirement.

8. Sign packages, including free-standing signs as well as wall-mounted signs, shall be designed in coordination with landscape plans, planting materials, storm water retention requirements, and utility pedestals, so as not to create problems with sign visibility or prompt the removal of required landscape materials.

9. Each garage shall be pre-wired to provide 240V electrical capacity necessary to accommodate future electric vehicle charging equipment.

10. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.

Preliminary Plat

Planning staff recommends the Planning and Zoning Commission move to recommend approval of the Preliminary Plat subject to the following condition:

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

COMMISSIONER QUINN moved to approve the Action Agenda of the May 1, 2024, Regular Planning and Zoning Commission Meeting with stipulations presented by staff; Seconded by COMMISSIONER BARICHELLO.

Motion carried unanimously (6-0).

CHAIRMAN HEUMANN announced that the Planning and Zoning Commission is a recommending board to the City Council, therefore the speakers and other members of the public will have another opportunity to present their concerns. He asked staff when this item would go before City Council

DAVID DE LA TORRE, PLANNING MANAGER stated that that this item will go before the City Council on Thursday, May 23, 2024.

Member Comments/Announcements

CHAIRMAN HEUMANN extended warm wishes for a Happy Mother's Day to all mothers, for the upcoming holiday.

Calendar

The next regular meeting will be held on Wednesday, May 15, 2024, in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona.

Adjourn

The meeting was adjourned at 6:12 p.m.

Kevin Mayo, Secretary

Rick Heumann, Chairman