

City Council Regular Meeting

Thursday, August 15, 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, August 15, 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 - Rev Fr Teilo M Lwande AJ – St. Andrew the Apostle Catholic 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 August 15, 2024, Regular Meeting, Items 1 - 38.





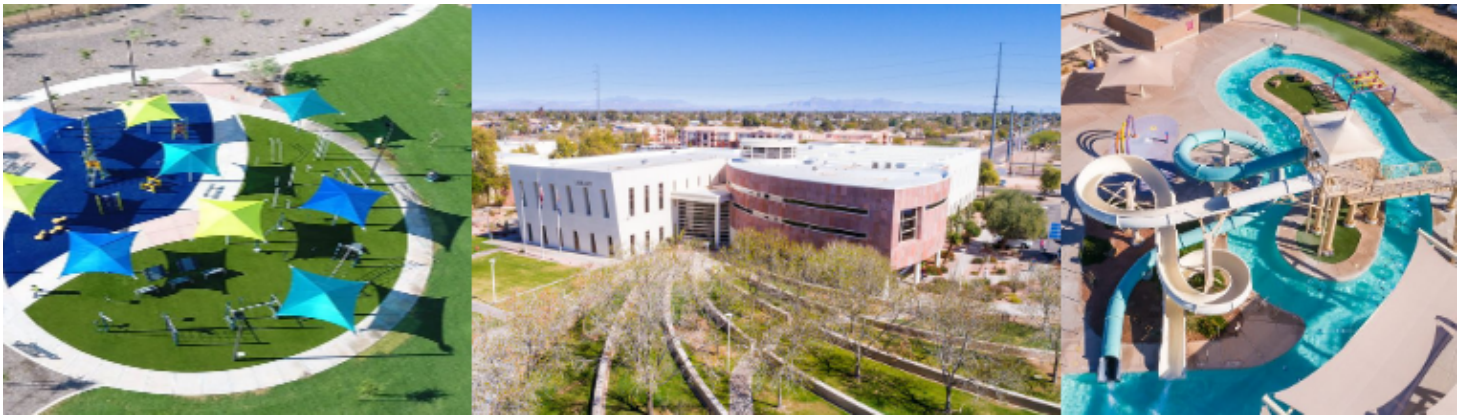


Communications and Public Affairs

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

   Move City Council approve Agreement No. CAPA2-918-4421, Amendment No. 3, with Davidson Belluso, for digital marketing services for recruitment campaigns, for the period of one year, September 1, 2024, through August 31, 2025, in an amount not to exceed $125,000.

   Council Focus Area(s):



Community Services

2. **Resolution No. 5830, Accepting a Grant Award from the Gila River Indian Community for Creation of a Native Plant Oasis at Chandler's Veteran's Oasis Park**

   Move City Council pass and adopt Resolution No. 5830, accepting a grant award from the Gila River Indian Community in the amount of $50,000 and authorizing the Community Services Director, as designated by the City Manager, to conduct all negotiations and to execute and submit all documents necessary in connection with such grant.

   Council Focus Area(s):

3. **Professional Services Agreement No. PR2107.451, with Ardurra Group, Inc., for the Gazelle Meadows Park Renovations Construction Management Services**

   Move City Council award Professional Services Agreement No. PR2107.451 to Ardurra Group, Inc., for the Gazelle Meadows Park Renovations Construction Management Services, in an amount not to exceed $467,810.

   Council Focus Area(s):

4. **Construction Agreement No. ST2101.401, Change Order No. 3, to Achen-Gardner Construction, LLC, for Detroit Basin/Gazelle Meadows Park Storm System & Associated Improvements**

   Move City Council award Construction Agreement No. ST2101.401, change order no. 3, to Achen-Gardner Construction, LLC, for Detroit Basin/Gazelle Meadows Park storm system & associated improvements, in the amount of $4,671,358.93.

   Council Focus Area(s):



Cultural Development

5. **Professional Services Agreement with Weddle Gilmore for the Tumbleweed Ranch Design Services**

   Move City Council award Professional Services Agreement No. CA2301.201 to Weddle Gilmore, for the Tumbleweed Ranch Design Services, in an amount not to exceed $498,360.

   Council Focus Area(s):

6. **Professional Services Agreement No. CA2402.201, with Dig Studio, Inc., for the Dr. A.J. Chandler Park Renovation Phase 1 Design Services**

   Move City Council award Professional Services Agreement No. CA2402.201 to Dig Studio, Inc., for the Dr. A.J. Chandler Park Renovation Phase 1 Design Services, in an amount not to exceed $1,478,376.

   Council Focus Area(s):



Development Services

7. **Use Permit, PLH24-0008 Fun Fusion Learning Center, 4640 E Peach Tree Drive, Generally Located 1/4 Mile North and West of Hunt Highway and Val Vista Drive (Request to Continue to the September 12, 2024, Council Meeting)**

   Move City Council continue PLH24-0008 Fun Fusion Learning Center to the September 12, 2024, City Council hearing.

   Council Focus Area(s):

8. **Use Permit, PLH24-0006 Ponderosa Dispensary, 318 S. Bracken Lane, Generally Located 1/2 Mile South of Chandler Boulevard and 1/4 Mile East of Price Road (Request to Continue to the September 12, 2024, Council Meeting)**

   Move City Council continue PLH24-0006 Ponderosa Dispensary to the September 12, 2024, City Council meeting.

   Council Focus Area(s):

9. **Entertainment Use Permit, PLH24-0014 Celoni Hospitality, LLC, DBA Recreo Cantina, 28 S San Marcos Place, Generally Located ¼ Mile South of the Southwest Corner of Arizona Avenue and Chandler Boulevard (Request to Continue to the September 12, 2024, Council Meeting)**

   Move City Council continue Entertainment Use Permit, PLH24-0014 Celoni Hospitality, LLC, DBA Recreo Cantina, to the September 12, 2024, City Council meeting.

   Council Focus Area(s):

10. **Entertainment Use Permit PLH24-0013 Legends Showcase Bar & Grill, 2386 N Alma School Road, Generally Located North of the Northwest Corner of Alma School and Warner Roads (Request to Continue to the September 12, 2024, Council Meeting)**

Move City Council continue Entertainment Use Permit, PLH24-0013 Legends Showcase Bar & Grill, to the September 12, 2024, City Council meeting.

Council Focus Area(s): 

11. **Entertainment Use Permit, PLH24-0007 Sawtooth Bar and Grill, 4929 W Ray Road, Generally Located at the Southeast Corner of Ray and Rural Roads (Request to Continue to the September 12, 2024, Council Meeting)**

Move City Council continue Entertainment Use Permit, PLH24-0007 Sawtooth Bar and Grill, to the September 12, 2024, City Council Hearing.

Council Focus Area(s): 

12. **Entertainment Use Permit, PLH22-0056 Tipsy Egg & The Uncommon, 1 E Boston Street, Generally Located 1/4 mile South of the Southeast Corner of Arizona Avenue and Chandler Boulevard (Request to Continue to the September 12, 2024, Council Meeting)**

Move City Council continue Entertainment Use Permit, PLH22-0056 Tipsy Egg & The Uncommon, to the September 12, 2024, City Council Hearing.

Council Focus Area(s): 

13. **Replat PLT24-0008 Earnhardt Ranch, Located at the Northeast Corner of Hunt Highway and McQueen Road**

Move City Council approve Replat PLT24-0008 Earnhardt Ranch, as recommended by staff.

Council Focus Area(s): 



Facilities and Fleet

14. **Professional Services Agreement No. BF2402.201, with GLHN Architects & Engineers, for the City Hall Mezzanine Improvements Design Services**

    Move City Council award Professional Services Agreement No. BF2402.201 to GLHN Architects & Engineers, for the City Hall Mezzanine Improvements d esign services, in an amount not to exceed $164,835.

    Council Focus Area(s):



Information Technology

15. **Purchase of Enterprise WiFi Services**

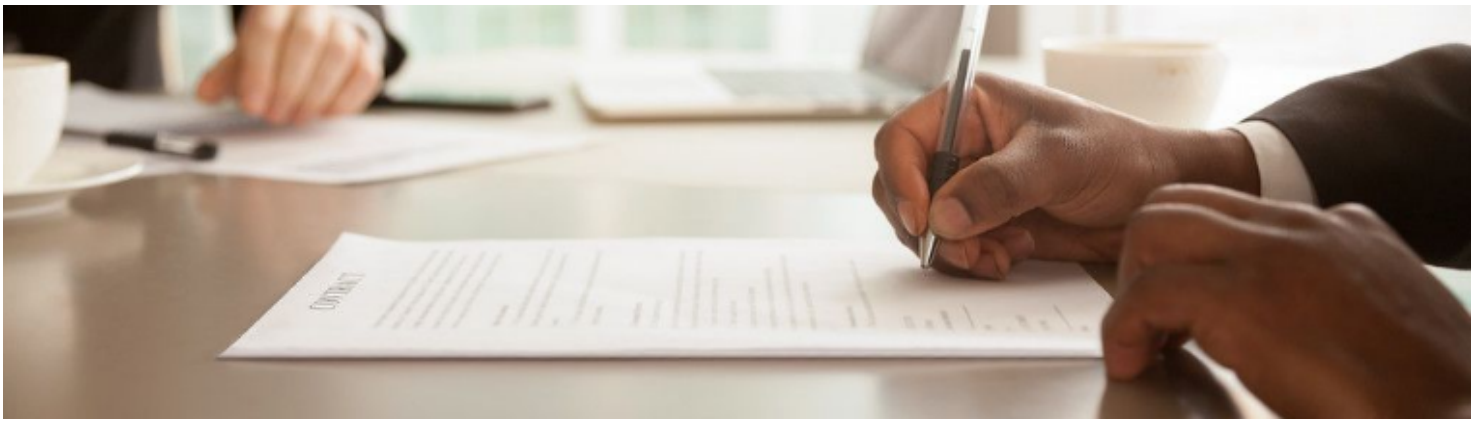
    Move City Council approve the purchase of enterprise WiFi services, from Hye Tech Network and Security Solutions, LLC, utilizing the 1GPA Contract No. 22-02PV-08, in an amount not to exceed $1,230,887.

    Council Focus Area(s):

16. **Purchase of Annual Support and Maintenance for the Talent Management Suite**

    Move City Council approve the purchase of annual support and maintenance for the talent management suite, from Saba Software, Inc., in the amount of $150,865.

Council Focus Area(s):



Management Services

17. **Agreement No. WH2-914-4361, Amendment No. 3, for Electrical Supplies**

Move City Council approve Agreement No. WH2-914-4361, Amendment No. 3, with Consolidated Electrical Distributors, Inc., DBA Arizona Electric Supply, for electrical supplies, in an amount not to exceed $200,000, for the period of September 1, 2024, through August 31, 2025.

Council Focus Area(s):

18. **Purchase of Office Supplies**

Move City Council approve the purchase of office supplies, from Staples Business Advantage, utilizing the Sourcewell Contract No. 012320-SCC, for the period of April 1, 2024, through March 31, 2025, in an amount not to exceed $181,000.

19. **Withdrawal Liquor License Series 6, Bar Liquor License application for Juanita Alicia Esparza, Agent, Sneaker Heads Sports Bar, LLC, DBA Sneaker Heads Sports Bar**

Move to accept the withdrawal of the application for a Series 6, Bar Liquor License for Juanita Alicia Esparza, Agent, Sneaker Heads Sports Bar, LLC, DBA Sneaker Heads Sports Bar, located at 3002 N. Arizona Avenue, Suite #18.

Council Focus Area(s):

20. **Liquor License Series 12, Restaurant Liquor License application for Andrea Dahlman Lewkowitz, Agent, Macayo Restaurant Group, LLC, DBA Macayo's Mexican Food**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 286611, a Series 12, Restaurant Liquor License, for Andrea Dahlman Lewkowitz, Agent, Macayo Restaurant Group, LLC, DBA Macayo's Mexican Food, located at 2885 S. Alma School Road, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 307727.

Council Focus Area(s):

21. **Liquor License Series 10, Beer and Wine Store Liquor License application for Jeffrey Craig Miller, Agent, Ora Investments, LLC, DBA A Amigos Food Mart**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 298961, a Series 10, Beer and Wine Store Liquor License, for Jeffrey Craig Miller, Agent, Ora Investments, LLC, DBA A Amigos Food Mart, located at 500 E. Chandler Boulevard, Suite 2, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 307716.

Council Focus Area(s):



Police Department

22. **Resolution No. 5829 Approving a Grant Application and Authorizing the Acceptance of an Indian Gaming Revenue Sharing Grant from the Gila River Indian Community for Police Communications Equipment**

Move City Council pass and adopt Resolution No. 5829 approving a grant application and authorizing the acceptance of an Indian gaming revenue sharing grant from the Gila River Indian Community, for police communications equipment.

Council Focus Area(s):

23. **Agreement No. 4820, Police Department On-Site Clinician Services**

Move City Council approve Agreement No. 4820, with Crisis Preparation and Recovery, Inc., for on-site clinician services for the police department, in an amount not to exceed $150,000, for a period of one year.

Council Focus Area(s): 

24. **Maricopa County Detention Services for Fiscal Year (FY) 2024-2025**

Move City Council approve the use of Maricopa County detention services, for the booking and housing of inmates, in an aggregate amount not to exceed $1,477,573, for the period of one year, July 1, 2024, through June 30, 2025.

Council Focus Area(s): 

25. **Purchase of Mobile Communication Services**

Move City Council approve the purchase of mobile communication services for Fiscal Year 2024-2025, from AT&T FirstNet, utilizing the State of Arizona Contract No. CTR052804, in an amount not to exceed $130,000.

Council Focus Area(s): 

26. **Purchase of Training Simulator**

Move City Council approve the purchase of a RECON 180 training simulator, from Ti Training, in an amount not to exceed $94,300.

Council Focus Area(s): 

27. **Purchase of Victim Notification Software**

Move City Council approve the purchase of SPIDR Tech victim notification software, from Versaterm Public Safety, Inc., in an amount not to exceed $117,478.20, for the period of one year, beginning August 1, 2024, through July 31, 2025.

Council Focus Area(s): 



Public Works and Utilities

28. **Resolution No. 5828 Approving a Certification Acceptance Agreement Between the City of Chandler and the State of Arizona to Administer Design and Construction of Federal-Aid Highway Program Projects**

Move City Council pass and adopt Resolution No. 5828 approving a Certification Acceptance Agreement between the City of Chandler and the State of Arizona to administer design and construction of FAHP projects.

Council Focus Area(s):

29. **Agreement No. WW3-885-4614, Amendment No. 1, with US Peroxide, LLC, dba USP Technologies, for Iron Salt for Odor and Corrosion Control**

Move City Council approve Agreement No. WW3-885-4614, Amendment No. 1, with US Peroxide LLC, dba USP Technologies, for iron salt for odor and corrosion control, in an amount not to exceed $650,000, for a one-year period, September 21, 2024, through September 20, 2025.

Council Focus Area(s):

30. **Agreement No. PW0-285-4197, Amendment No. 4, with AM Signal, LLC, for Traffic Signal Equipment**

Move City Council approve Agreement No. PW0-285-4197, Amendment No. 4, with AM Signal, LLC, for traffic signal equipment, in an amount not to exceed $100,000, for a one-year period, September 1, 2024, through August 31, 2025.

Council Focus Area(s):

31. **Agreement No. PW1-855-4313, Amendment No.3 with Aquafit Chlorination Systems, LLC; Hill Brothers Chemical Company; Momar, Inc.; Polydyne, Inc.; PVS DX, Inc; Salt Works; Thatcher Company of Arizona, Inc.; Univar Solutions USA, Inc.; and Waternuts Aquatic Enterprise, Inc., dba Commercial Pool Repair, for the Purchase of Water Treatment Chemicals**

Move City Council approve Agreement No. PW1-855-4313, Amendment No.3, with Aquafit Chlorination Systems, LLC, Hill Brothers Chemical Company; Momar, Inc., Polydyne, Inc.; PVS DX, Inc., Salt Works, Thatcher Company of Arizona, Inc., Univar Solutions USA, Inc., and Waternuts Aquatic Enterprise, Inc., dba Commercial Pool Repair, for the purchase of water treatment chemicals, in a combined amount not to exceed $13,600,000, for a one-year term, August 15, 2024, through August 14, 2025.

Council Focus Area(s): 

32. **Agreement No. PW0-745-4123, Amendment No. 7, with M.R. Tanner Development and Construction, Inc., for Street Maintenance and Repair Services**

Move City Council approve Agreement No. PW0-745-4123, Amendment No. 7, with M.R. Tanner Development and Construction, Inc., for street maintenance and repair services, increasing the spending limit by $995,900, for the existing term ending December 31, 2024.

Council Focus Area(s): 

33. **Sole Source Purchase of Water Quality Monitoring Equipment, Service, and Parts**

Move City Council approve the sole source purchase of water quality monitoring equipment, service, and parts, from Hach Company, in the amount of $500,000, for a two-year term, August 16, 2024, through August 15, 2026.

Council Focus Area(s): 

34. **Purchase of Water Treatment Chemicals**

Move City Council approve the purchase of water treatment chemicals, from Thatcher Company of Arizona, Inc., utilizing the Omnia Partners Contract No. 212528, and from Brenntag Pacific, Inc., Hill Brothers Chemical Company, and Thatcher Company of Arizona, Inc., utilizing the City of Mesa Contract No. 2020135, in a combined amount not to exceed $3,245,000, for a one-year term, August 15, 2024, through August 14, 2025.

Council Focus Area(s): 

35. **Purchase of Dump Truck**

Move City Council approve the purchase of a dump truck, from Inland Kenworth, Inc., utilizing Sourcewell Contract No.060920-KTC, in the amount of $203,206.05.

Council Focus Area(s):

36. **Purchase of Traffic Signal Heads and Components**

Move City Council approve the purchase of traffic signal heads and components, from Clark Electric Sales, Inc., utilizing Maricopa County Agreement No. 220205-C, in an amount not to exceed $800,000.

Council Focus Area(s):

37. **Purchase of Pole Painting Services**

Move City Council approve the purchase of pole painting services, from OLS Restoration, Inc., utilizing City of Mesa Contract No. 2024033, in an amount not to exceed $150,000.

Council Focus Area(s):

38. **Purchase of Intelligent Transportation System (ITS) Devices and Communication Equipment**

Move City Council approve the purchase of ITS devices and communication equipment, from AM Signal, LLC, and Sierra Transportation & Technologies, utilizing Maricopa County Contract No. 230200-C, in an amount not to exceed $639,995.

Council Focus Area(s):

Briefing

39. **Economic Development Update, requested by Mayor Hartke**

Informational

40. **Contracts and Agreements Administratively Approved, Month of July 2024**

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 Communications and Public Affairs Memo No. N/A

Date: August 15, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
From: Matt Burdick, Communications and Public Affairs Director
Subject: Agreement No. CAPA2-918-4421, Amendment No. 3, for Digital Marketing Services

Proposed Motion:

Move City Council approve Agreement No. CAPA2-918-4421, Amendment No. 3, with Davidson Belluso, for digital marketing services for recruitment campaigns, for the period of one year, September 1, 2024, through August 31, 2025, in an amount not to exceed $125,000.

Background/Discussion:

The City of Chandler issued a request for proposals in 2021 for the competitive selection of a digital marketing agency to create a recruitment brand, digital marketing advertising campaign and website to increase exposure among prospective applicants for career opportunities. The City Council approved the first year of an agreement with Davidson Belluso in February 2022 for the amount of $300,000 to develop the recruitment brand, website, creative elements, digital marketing strategy and advertising. The Join Team Chandler website and digital marketing campaign launched in November 2022, with a primary focus on Police Department careers and other priority jobs among city departments. The City Council approved an extension of the agreement in February 2023 for the amount of $381,000 for the development of additional police department web content, creative assets and major ad buys for the campaign. The City Council approved a second extension of the agreement in July 2023 in the amount of $600,000 to sustain the campaign and cover major ad buys for 12 months.

This extension of this agreement in the amount of $125,000 will transition the Join

Team Chandler recruitment campaign into a maintenance mode for the continuation of the website and targeted use of email and digital marketing tactics that promote Police Department careers and opportunities with city departments. Due to the successful recruitment outcomes achieved the past two years, major ad buys are not included in this extension.

Evaluation:

On February 24, 2022, City Council approved a $300,000 agreement with Davidson Belluso, for digital marketing services for recruitment campaigns, for a one-year period, with the option of up to four one-year extensions. City Council approved the first one-year extension option through Amendment No. 1 in the amount of $381,000. Through Amendment No. 2, City Council approved an increase in the spending limit by $600,000 and the extension of the agreement through August 31, 2024. Staff recommends the approval of this one-year extension option for $125,000 through August 2025.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1070.5219	General Fund	N/A	$125,000	N

Attachments

Amendment

Recruitment Campaign Proposal

Docusign Envelope ID: CF72C3B4-BC27-49CB-831E-316716D510BD

City Clerk Document No. _____

City Council Meeting Date: August 15, 2024

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

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 Davidson Belluso (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 digital marketing services (Agreement); and

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

WHEREAS, the Parties exercised a portion of the second option through Amendment No. 2 to extend the Agreement through August 31, 2024.

WHEREAS, the Parties wish to exercise the option to extend through this Amendment for one year. term.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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

2. Section III is amended to read as follows: The Agreement is extended for the period of September 1, 2024, through August 31, 2025.

3. Section IV is amended to read as follows: Total payments made to the Contractor during the term of this Amendment No. 1 will not exceed $125,000.

Docusign Envelope ID: CF72C3B4-BC27-49CB-831E-316716D510BD

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

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Mike Barcia

Its: General Manager

APPROVED AS TO FORM:

By: _____
City Attorney JMB

ATTEST:

By: _____
City Clerk

DAVIDSON/BELLUSO

CITY OF CHANDLER

Year 3 Recruitment Campaign

August 2024 – July 2025

July 18, 2024

Scope of Work

Professional Services

- Microsite: Maintenance & Support
  - 12 months of website hosting services on dedicated Davidson Belluso Leaseweb server
    - Leaseweb provides security measures including operating system updates & patches, server hardening, proactive server monitoring, DDoS protection, backup & restoration, firewall management, and malware scanning & cleanup
  - Up to an average of 12 hours of website support per month including:
    - Weekly site maintenance
      - Run all updates (CMS & Plugins), security checks and iThemes report
      - Optimize and update the database
      - Check error logs (and fix errors if any)
      - Backup the website and database
    - Search Engine Optimization
      - Run SEO reports
      - Review and resolved errors, warnings and other issues as needed
    - Google Analytics support and tag manager maintenance
    - Quarterly Team Chandler content updates
    - Minor miscellaneous web edits as needed. Services can include:
      - Creative Direction
      - Graphic Design
      - Copywriting
      - Web Development (custom coding)

- E-Newsletters: Creation of Quarterly E-Newsletters (4 total)
  - Images, headlines and body copy to be provided by the client
  - Copy proofing, design & production and email coding services, each with up to 1 round of edits
  - Copywriting of 2-4 subject line options per E-Newsletter
  - Assumes existing E-Newsletter template design is used
  - Does not include copywriting for headlines and body copy or stock imagery purchases

- Media Buying & Planning
  - Recommend and implement digital media plan
  - Monitoring and maintenance of digital media campaign
  - Monthly, quarterly and annual performance reporting

- Account Management
    - Account supervision and project management services
    - Account planning services
    - Attend monthly client meetings and write conference reports
    - Establish and manage timelines
    - Monitor budgets

Media

- Targeted Email Marketing
    - Demo: Relevant SIC & NAICS Codes within database, Arizona only + Job Interest Card Opt-in Subscribers
    - Four total deployments
        - Tentative Deployments:
            - October 2024
            - January 2025
            - March 2025
            - May 2025

- Digital Media
    - Flight: August 1, 2024 – July 30, 2025
    - Tactics & Targeting
        - Police Department Recruitment (PD)
            - Facebook/Instagram
                - Demo: Arizona; Interests - Careers, Employment, Police, Police officer, Law enforcement, Law enforcement officer
            - Retargeting
                - Demo: Nationwide; 18+ (anyone visiting landing page)
            - Search Engine Marketing Pay Per Click
                - Demo: Arizona; Those seeking a career related to Chandler Police opportunities
        - General Recruitment (HR)
            - Retargeting
                - Demo: Nationwide; 18+ (anyone visiting landing page)
            - Search Engine Marketing (Pay-Per-Click)
                - Demo: Arizona; Those seeking a career related to City of Chandler's open positions

- Excluding the cost for Targeted Email deployments, the media budget will be distributed with approximately 60% investment in Police Department Recruitment messaging and 40% in General Recruitment messaging.

Budget Overview

Budget Total	$125,000
Net Media	$67,950
Agency Services + Media Markup	$57,050

Net Media	$67,950
Targeted Email (4 deployments)	$11,200
Digital Media	$56,750

Agency Services + Media Markup	$57,050
Agency Services	$48,896
Microsite: Maintenance & Support	
Quarterly E-Newsletters	
Media Planning & Buying	
Project Management	
Media Markup (12% of media buy)	$8,154

Billing Terms

- To be billed in 4 equal installments of $31,250 per schedule below:
  - Invoice #1: July 1, 2024
  - Invoice #2: October 1, 2024
  - Invoice #3: January 1, 2025
  - Invoice #4: April 1, 2025
- Payment terms are net-30 from receipt of invoice(s) to accounting@davidsonbelluso.com

Signature Printed Name Date

City Council Memorandum **Community Services** **Memo No.** CS24-0018

Date: August 15, 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. 5830, Accepting a Grant Award from the Gila River Indian Community for Creation of a Native Plant Oasis at Chandler's Veteran's Oasis Park

Proposed Motion:

Move City Council pass and adopt Resolution No. 5830, accepting a grant award from the Gila River Indian Community in the amount of $50,000 and authorizing the Community Services Director, as designated by the City Manager, to conduct all negotiations and to execute and submit all documents necessary in connection with such grant.

Background:

The Community Services Department was awarded $50,000 from the Gila River Indian Community (GRIC) to create a new educational program and site called the Chandler Native Plant Oasis at Veterans Oasis Park, located on the northeast corner of Chandler Heights and Lindsay roads. This program will educate the community about Sonoran Desert ecology, sustainable landscape maintenance, desert flora, and desert conservation through experiential education.

Discussion:

The city received an Intent to Award Letter from the GRIC for a $50,000 grant. The proposed grant project's scope refocuses the efforts of the traditional volunteer community garden at Veterans Oasis Park into a native plant education center that educates community members through the display and cultivation of native desert plants (location map attached). Named the Native Plant Oasis, this new native plant education center will enable community members to learn more

about native plants and their importance in a changing desert environment. The Native Plant Oasis will be used as a platform and resource in Chandler Nature Center programming to present essential topics like invasive plant species, water conservation, ethnobotany, and desert ecology. The goal of the Native Plant Oasis is to create a thriving full-cycle volunteer program that sustainably cultivates native plants and seeds while enabling knowledge of Sonoran Desert conservation efforts. The program will follow the goal of the proposal submitted to the GRIC on March 7, 2024, to use the Native Plant Oasis as a platform and field resource to connect the community with the natural environment through educational programming and volunteer opportunities.

Financial Implications:

The $50,000 in Grant funds are provided from GRIC to the city primarily to fund landscape supplies, park furniture and signage on a reimbursement basis over a 1-year period.

Attachments

Location Map

Resolution 5830

CHANDLER VETERANS OASIS PARK

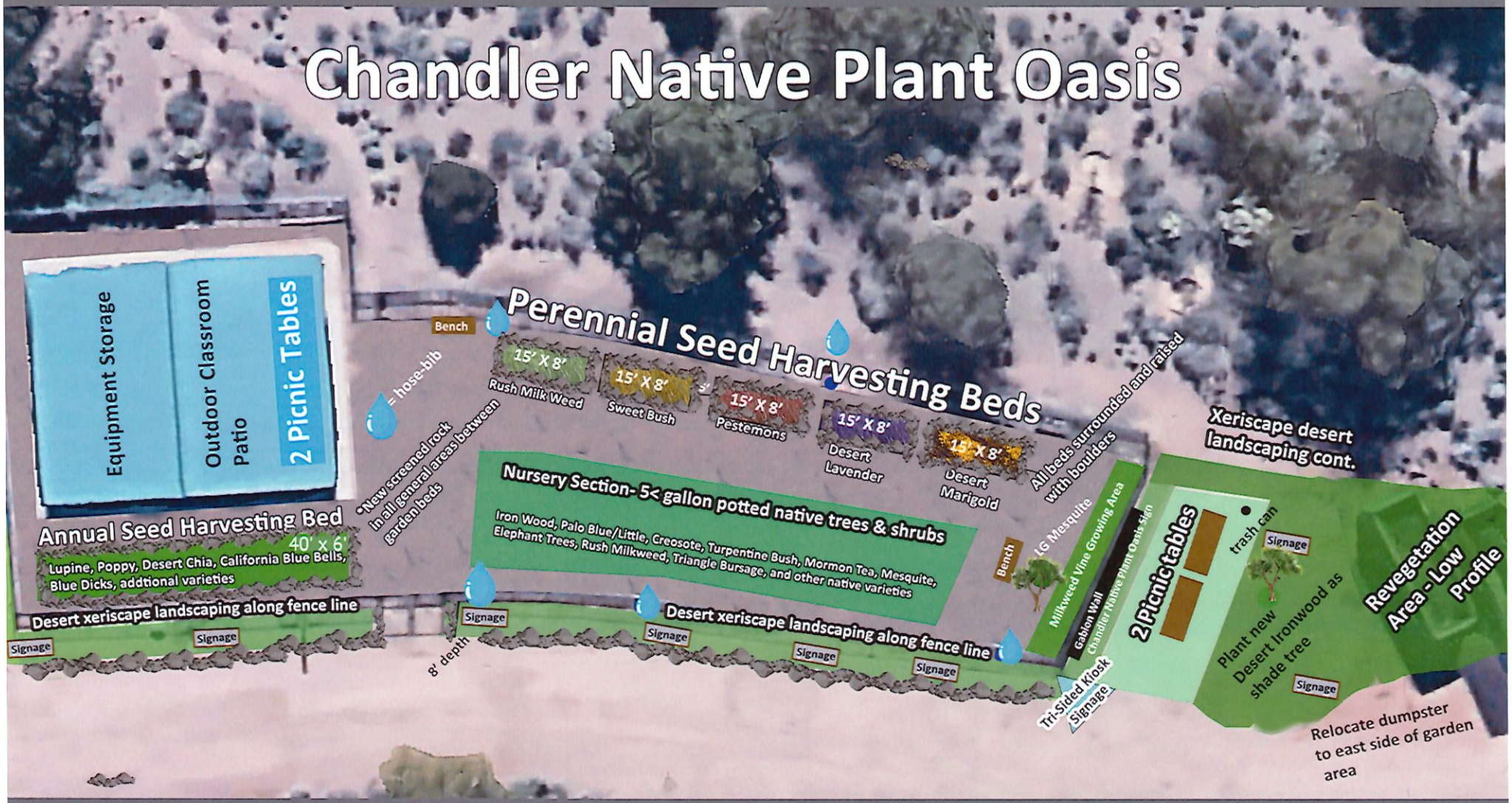
4050 E. Chandler Heights Road | 85249

- Paved Area
- Concrete Sidewalk
- Maintenance Road
- Decomposed Granite Trail
- Reservable Pavilion
- Community Fishing Lake and Low Flow Channel
- Restrooms
- Natural Play Area

1. Viewing Area
2. Tortoise Habitat
3. Equestrian Watering Station
4. Veterans Memorial FIELD OF HONOR
5. Community Education Garden



CHANDLER arizona



CHANDLER arizona

Please zoom in to view and read about project features

RESOLUTION NO. 5830

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO A GRANT AGREEMENT WITH THE GILA RIVER INDIAN COMMUNITY IN AN AMOUNT NOT TO EXCEED $50,000; AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE GRANT AGREEMENT AND TAKE OTHER ACTION NECESSARY OR APPROPRIATE TO IMPLEMENT THE GRANT.

WHEREAS, Proposition 202 approved gaming contracts with Arizona Native American communities and requires that tribes share gaming revenue with the State; and

WHEREAS, a portion of the State share of gaming revenue must be set aside for grants to cities, towns or counties for government services that benefit the general public for various approved purposes; and

WHEREAS, the City of Chandler applied to the Gila River Indian Community ("GRIC") for grant funds to create a new education center at the City of Chandler Nature Center, located within Veteran's Oasis Park, called Chandler Native Plant Oasis that will educate the community about Sonoran Desert ecology, sustainable landscape maintenance, desert flora, and desert conservation; and

WHEREAS, GRIC notified the City that its grant application has been approved; and

WHEREAS, the grant funds will primarily fund landscape supplies, park furniture and signage on a reimbursement basis.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chandler, Arizona:

Section 1. Approves an agreement between the City of Chandler and GRIC in a form to be approved by the Chandler City Attorney.

Section 2. Authorizes the Mayor of the City of Chandler, the City Manager, or designee(s) to accept the funds and execute the agreement on behalf of the City of Chandler and to execute all documents and take all actions necessary or appropriate to carry out the terms of the agreement and the grant requirements.

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. 5830 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

City Council Memorandum Community Services Memo No. CP25-004

Date: August 15, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager / CFO
John Sefton, Community Services Director
Daniel Haskins, Capital Projects Division Manager
From: Vivianna Barrientes, Engineering Project Manager
Subject: Gazelle Meadows Park Renovations Construction Management Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. PR2107.451 to Ardurra Group, Inc., for the Gazelle Meadows Park Renovations Construction Management Services, in an amount not to exceed $467,810.

Background/Discussion:

Gazelle Meadows Park is an 8.99-acre neighborhood park located at 500 N. Exeter Street. This park serves the recreational needs for the residents in the square mile bordered by Ray Road, McQueen Road, Chandler Boulevard, and Arizona Avenue. The park was originally developed as a retention basin in 1985. Park amenities were added in 1992. Existing amenities include a shaded playground, ramada, open space turf, lighted walking paths, and landscaping. In March 2023, the City completed a final master plan report for proposed renovations to the park; construction plans were finalized in July 2024.

This project is part of an ongoing, multidisciplinary effort to enhance community amenities in the Galveston neighborhood. The projects are funded from various sources, but are being centrally coordinated by the City to ensure a seamless overall process and maximum positive impact in the neighborhood. To that end, a single contractor has been used to construct all the improvements, which include drainage, utilities, streetscape, and park enhancements.

The project scope of work consists of pre-construction assistance, construction

management services, inspection services, community support, and review of record drawings. The agreement completion time is 270 calendar days following Notice to Proceed.

A related Construction Agreement with Achen Gardner Construction, LLC, for the Detroit Basin/Gazelle Meadows Park Storm System & Associated 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 Ardurra Group, Inc., based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

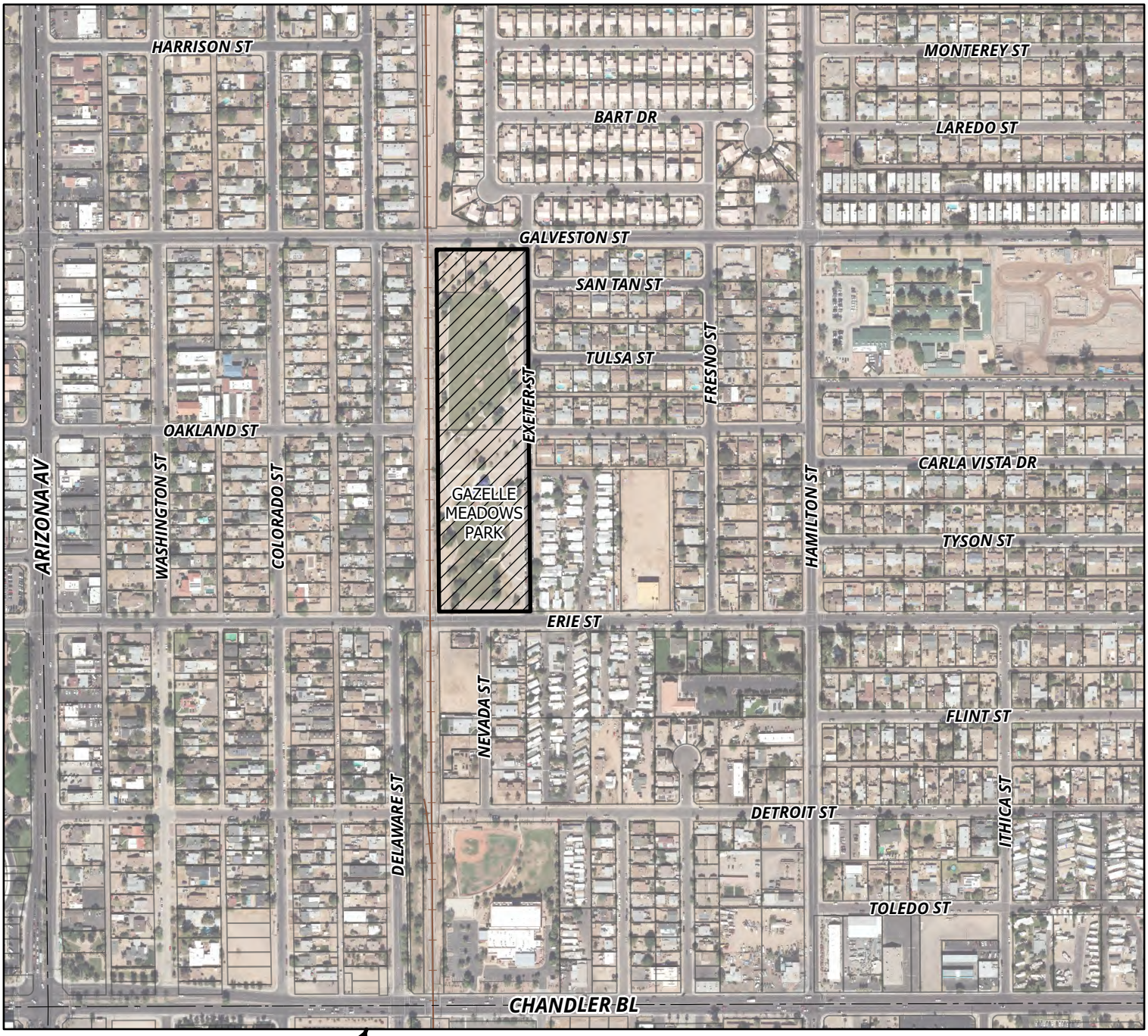
Fiscal Impact

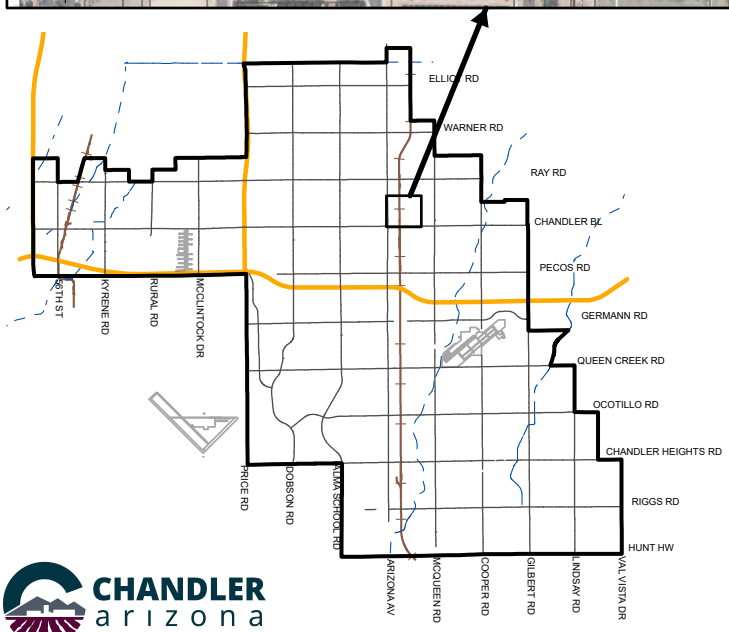
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
420.4580.6210.6PR049	Park Bonds	Existing Neighborhood Park Impr	$450,000.00	Y
401.4580.6210.6PR049	General Government Capital Projects	Existing Neighborhood Park Impr	$17,810.00	Y

Attachments

Location Map

Agreement





GAZELLE MEADOWS PARK RENOVATIONS PROJECT NO. PR2107.451, CONSTRUCTION MANAGEMENT SERVICES

MEMO NO. CP25-004

PROJECT AREA

CHANDLER arizona

NTS

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PROFESSIONAL SERVICES AGREEMENT
Construction Management Services
GAZELLE MEADOWS PARK RENOVATIONS
Project No. PR2107.451
Council Date: August 15, 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 **Ardurra Group, Inc.**, a Florida corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide **Construction Management Services** for **Gazelle Meadows Park Renovations** 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 **270** 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 **$467,810** 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: Jason Garcia, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3453 Email: jason.garcia@chandleraz.gov	
To Consultant:	**LEGAL COMPANY NAME:**	Ardurra Group, Inc.
	Mailing Address:	4921 Memorial Highway, Suite 300, Tampa, FL 33634
	Physical Address:	4921 Memorial Highway, Suite 300, Tampa, FL 33634
	Statutory Agent Name:	CT Corporation System
	Statutory Agent Mailing Address:	1200 South Pine Island Road Plantation, FL 33324
	Statutory Agent Physical Address:	1200 South Pine Island Road Plantation, FL 33324
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Frank E. Henderson III
	Title:	Public Works Practice Manager
	Phone:	602-263-1177
	Email:	fhenderson@ardurra.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 III of this Agreement, and as mutually agreed upon by Consultant and City. If there is no mutual agreement on payment, the final determination will be made in accordance with the "Disputes" provision in this Agreement. However, in no event may the fee exceed the fee set forth in Section III of this Agreement nor as amended in accordance with Section "Alteration in Character of Work." City will make the final payment within 60 days after Consultant has delivered the last of the partially completed items and the Parties agree on the final fee. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

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

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

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

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

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

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for

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

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

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

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

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

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

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

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

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

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

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding 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

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONSULTANT"
ARDURRA GROUP, INC.

Frank E. Henderson III Digitally signed by Frank E. Henderson III DN: C=US, E=fhenderson@ardurra.com, O=Ardurra, OU=Transportation & CM Services, CN=Frank E. Henderson III Date: 2024.07.08 11:27:16-07'00'

7/10/2024

Signature Date

Frank E. Henderson III, P.E.

Print Name

Sr. Project Manager/CM Service Manager

Title

fhenderson@ardurra.com

Signer Email Address

EXHIBIT “A”
SCOPE OF SERVICES/SCHEDULE

June 28, 2024

Mr. Jason Garcia
Construction/Design Project Manager
City of Chandler
Public Works & Utilities Capital Projects

RE: CM Services Scope of Work and Fee Proposal
City Project No. PR2107.451
Gazelle Meadows Park Improvements

Dear Mr. Garcia,

RITOCH-POWELL & ASSOCIATES (RPA) is pleased to submit the attached Scope of Work and Fee Proposal derivation for Construction Management and Inspection services required for CM@R'S GMP No. 3.. GMP No. 3 is generally described to include the grading and the supply/installation of new recreastional equipment in Gazelle Meadows Park.

Our Scope of Work and Fee derivation identifies the expected tasks, deliverables, estimated labor hours and exclusions. Fee derivation is based on CM@R contract in thirty four (34) week schedule contained in CM@R's contract with City. Fee derivation matches CM@R schedule, and is limited to, six (6) weeks for subcontractor negotions plus twenty-eight (28) weeks for construction. Our toal fee proiposal is $467,810.00 which includes a $40,000 Owner's Allowance.

We sincerely appreciate the opportunity to continue our City of Chandler relationships executing final design, construction administration, and inspection services and look forward to demonstrating our capabilities on an exciting and successful project.

Respectfully submitted,

Frank E. Henderson III Digitally signed by Frank E. Henderson III
DN: C=US, E=fhenderson@ardurra.com, O=Ardurra, OU=Transportation & CM Services, CN=Frank E. Henderson III
Date: 2024.06.28 12:28:20-07'00'

Frank E. Henderson III, P.E.
Sr. Project Manager

EXHIBIT "A"

CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
City of Chandler Project No. PR2107.451
Gazelle Meadows Park Improvements

PROJECT TASKS

1. CONSTRUCTION MANAGEMENT

A. Task 1.1 Pre-Construction Meeting

i. Attend one pre-construction meeting with the City and Contractor.

B. Task 1.2 Weekly Construction Meetings

i. Conduct weekly construction meetings. Each meeting includes agenda, minutes and tracking logs for Request for Information (RFI), Shop Drawing, Requests for Proposal (RFP), Field Directive (FD), Material Certification and Allowance Logs. Consultant assumes twenty-eight (28) weekly meetings will be conducted during 28 week construction schedule only.

C. Task 1.3 CPM Schedule

i. Review and evaluate Contractor's initial CPM and provide recommendations.

ii. Review Contractor's monthly CPM schedule updates, identify CPM tasks behind schedule that may affect critical path items, project substantial and final completion dates and provide correspondence to City. Consultant assumes six (6) reviews.

D. Task 1.4 Requests for Information (RFI's)

i. Review, evaluate, and respond to Contractor RFI's. and prepare and maintain a submittal log of all RFI's. Consultant assumes a maximum of forty (40) RFI responses.

E. Task 1.5 Shop Drawing Submittals

i. 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 forty (40) reviews.

F. Task 1.6 Requests for Proposal (RFP)

i. 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 a maximum of Ten (10) RFPs.

ii. Review Contractor Time and Materials (T&M) cost submittals and provide recommendations for approval. Consultant assumes a maximum of five (5) T&Ms.

G. Task 1.7 Field Directives (FD's)

i. Prepare Field Directive (FD) documents detailing additional work tasks; review and evaluate Contractor FD responses with recommendations; and prepare and maintain a submittal log list of all FD's. Consultant assumes a maximum of ten (10) FD's.

H. Task 1.8 Contractor Payment Applications

i. 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 six (6) payment applications, with two (2) reviews each.

2. CONSTRUCTION INSPECTION

A. Task 2.1 Inspection Services

i. Provide weekly construction inspection to verify materials and installations conform to construction documents, prepare daily inspection reports documenting Contractor construction activities, and progress, and perform intermittent erosion control inspections. Consultant assumes one (1) construction inspector full time 50 hours per

week for thirty-four (34) weeks and an additional one (1) construction inspector for 25 hours per week for thirty (34) weeks as needed for multiple crews, night work or weekend work.

B. Task 2.2 Project Closeout

i. Compile non-conformance list, schedule and conduct Substantial Completion inspection, prepare Substantial Completion punch list, track completed punch list items and complete and distribute Substantial Completion certificates.

ii. Schedule and conduct Final Completion inspection; and complete and distribute Final Completion certificates.

3. Community Support

A. **Task 3.1 Project Site Meetings**

i. Attend Public Meeting (1) and site meetings with City staff, property owners, Public Outreach and Contractor to discuss property specific concerns and Hotline calls related to construction impacts.

4. RECORD DRAWINGS

A. **Task 4.1 Record Drawings**

i. Review and monitor Contractor's weekly updates on red-line drawing set. Review Contractor's submitted as-built Record Drawings.

5. PROJECT MANAGEMENT

A. Task 5.1 Project Monitoring

i. Prepare regular monthly progress reports.

ii. Perform regular budget monitoring.

iii. Pay applications formatted to match fee derivation will be submitted monthly.

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

1. Application fees for City reviews and permits will be paid by City.
2. Time and Materials hours are based on CM@R (Achen Gardner) contract schedule.
3. CM@R contract reflects 34 total weeks total contract time. CM@R contract time is comprised of two components. First component is 6 weeks after Council approval to negotiate subcontractors and finalize shop drawing to initiate park equipment procurement. Second schedule component is 28 weeks for construction after NTP.
4. Inspection hours are based on assumed contractor construction schedule of ten (10) hour workdays five (5) days a week for 28 weeks. On-site inspection will match contractor's and subcontractor's actual on-site work hours.
5. All weekly construction meetings are virtual.
6. Project site meetings assumed to average one 4 hour meeting every other week during 28 week construction schedule (includes travel time) for total of 14 site meetings.
7. The following items are excluded from this scope of work:
   a. Special Inspections
   b. Construction Administration Services for federal fund compliance.
   c. Potholing and survey for potholing
   d. Private and public utility relocation design
   e. GIS survey or data processing
   f. QA and IA material testing.

EXHIBIT “B”
COMPENSATION AND FEES

COST PROPOSAL SUMMARY

PROJECT NAME:	Gazelle Meadows Park (August 2024-April 2025)
PROJECT NO.:	ST22101.451
FEDERAL PROJECT NO.:	N/A
TRACS NO.:	N/A

CONTRACT LABOR

CLASSIFICATION	MAN HOURS	BILLING RATES	LABOR COSTS
Construction Manager	415	$ 185.00	$ 76,775.00
Inspection/Construction Observer	1,538	$ 120.00	$ 184,560.00
Inspection/Construction Observer	708	$ 120.00	$ 84,960.00
EIT	612	$ 115.00	$ 70,380.00
Administrative Support	131	$ 85.00	$ 11,135.00
0	0	$ -	$ -
0	0	$ -	$ -
0	0	$ -	$ -
0	0	$ -	$ -
0	0	$ -	$ -
0	0	$ -	$ -
0	0	$ -	$ -
		TOTAL DIRECT LABOR	$ 427,810.00
		SUBTOTAL CONTRACT LABOR	**$ 427,810.00**

Subtotal Contract Labor	$ 427,810.00
Subtotal Direct and Outside Expenses	$ -
Subtotal Subconsultants	$ -
Total Contract Fee	$ 427,810.00
Subtotal Allowances	$ 40,000.00
Total Contract Fee & Allowances	**$ 467,810.00**

DIRECT AND OUTSIDE EXPENSES

	DESCRIPTION	UNIT	UNIT RATE	QUANTITY	TOTAL
1	Personal Vehicle Mileage	Miles	$ 0.54		$ -
2					$ -
3					$ -
4					$ -
5					$ -
	REPRODUCTIONS - AT COST (Estimates Only)				
	Printing (8-1/2" x 11")	Each	$ 0.10		$ -
	Printing (11" x 17")	Each	$ 0.15		$ -
	Bond Large Format	Each	$ 1.44		$ -
	Mylar Large Format	Each	$ 12.14		$ -
	Exhibits	Each	$ 250.00		$ -
	Deliveries/Postage	Each	$ 50.00		$ -
			SUBTOTAL DIRECT AND OUTSIDE EXPENSES		**$ -**

SUBCONSULTANTS FEE

	SUBCONSULTANT	TASK	FEE
1			$ -
2			$ -
3			$ -
4			$ -
5			$ -
6			$ -
7			$ -
8			$ -
9			$ -
10			$ -
		SUBTOTAL SUBCONSULTANTS FEE	**$ -**

ALLOWANCES

	CONSULTANT/EXPENSES	TASK	FEE
1	City of Chandler	As Required	$ 40,000.00
2			
3			$ -
4			$ -
5			$ -
		SUBTOTAL ALLOWANCES	**$ 40,000.00**

CONTRACT TERMS

PAYMENT METHOD		LUMP SUM	Chandler On-Call: EN2101.451 CM Services
	X	TIME AND MATERIALS	(RPA RATE TABLE NAME)
CONTRACT DURATION	238	(CALENDAR DAYS)	
PROCUREMENT METHOD		SOLICITATION / DIRECT SELECT	
	X	ON-CALL TASK ORDER	EN2101.451
			(ON-CALL CONTRACT NO.)

DERIVATION OF COST PROPOSAL SUMMARY

Task	Description	# of Sheets	Construction Manager	Inspection/Construction Observer	Inspection/Construction Observer	EIT	Administrative Support								Total Hours By Task	Total Cost By Task
		Hourly Rate	$ 185.00	$ 120.00	$ 120.00	$ 115.00	$ 85.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
1	**CONSTRUCTION MANAGEMENT**															
1.1	Pre-Construction Meeting		8	8	8		4								28	$3,740.00
1.2	Weekly Construction Meetings (28)		56			56	56								168	$21,560.00
1.3	CPM Schedule (6 Rreviews)		4			11									15	$2,005.00
1.4	RFI's (40)		40			60	20								120	$16,000.00
1.5	Shop Drawings Submittals (40)		40			80	20								140	$18,300.00
1.6	Request for Proposal (15 Total)		15			45									60	$7,950.00
1.7	Field Directives (10)		10			30	5								45	$5,725.00
1.8	Contractor Payment Application (6)		6			24									30	$3,870.00
	SUBTOTAL CONSTRUCTION MANAGEMENT		**179**	**8**	**8**	**306**	**105**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**606**	**$75,280.00**
2	**CONSTRUCTION INSPECTION**															
2.1	Inspection Services (28 weeks)		140	1,400	700	280									2,520	$310,100.00
2.2	Project Closeout		16	90		18									124	$15,830.00
	SUBTOTAL CONSTRUCTION INSPECTION		**156**	**1,490**	**700**	**298**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2,644**	**$325,930.00**
3	**COMMUNITY SUPPORT**															
3.1	Project site meetings		56												56	$10,360.00
	SUBTOTAL COMMUNITY SUPPORT		**56**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**56**	**$10,360.00**
4	**RECORD DRAWINGS COORDINATION**															
4.1	Record Drawings Coordination		2	40		8									50	$6,090.00
	SUBTOTAL RECORD DRAWINGS COORDINATION		**2**	**40**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**50**	**$6,090.00**

DERIVATION OF COST PROPOSAL SUMMARY

Task	Description	# of Sheets	Construction Manager	Inspection/Construction Observer	Inspection/Construction Observer	EIT	Administrative Support								Total Hours By Task	Total Cost By Task
		Hourly Rate	$ 185.00	$ 120.00	$ 120.00	$ 115.00	$ 85.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
5	PROJECT MANAGEMENT															
5.1	Project Monitoring		22				26								48	$6,280.00
	SUBTOTAL PROJECT MANAGEMENT		22	0	0	0	26	0	0	0	0	0	0	0	48	$6,280.00
	Total Hours		415	1,538	708	612	131	0	0	0	0	0	0	0	3,404	
	Total Dollars		$ 76,775.00	$ 184,560.00	$ 84,960.00	$ 70,380.00	$ 11,135.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 427,810.00

PHOENIX: 1001 N. Central, Suite 900, Phoenix, AZ 85004 | P: 602-263-1177 | F: 602-277-6286
MESA: 63 E. Main Street, Suite 502, Mesa, AZ 85201 | P: 480-539-7497
www.rpaeng.com

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

Work within City's Right-of-Way. All work performed within City's Right-of-Way by Consultant and Consultant's subconsultants must comply with City of Chandler requirements.

EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

Any subconsultant assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the Consultant and their subconsultants, and do not apply to the Agreement between the Consultant and the City.

N/A

ARDURRA-01 EMORRIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/10/2024

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	CONTACT NAME:	
Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Ardurra Group, Inc. 4921 Memorial Highway Suite 300 Tampa, FL 33634	INSURER A : Charter Oak Fire Insurance Company A++ (XV)	25615
	INSURER B : Phoenix Insurance Company A++, XV	25623
	INSURER C : Travelers Property Casualty Company of America, A++, XV	25674
	INSURER D : National Fire & Marine Insurance Company	20079
	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 X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / X PRO-JECT / LOC OTHER:			630-5X487435	1/1/2024	1/1/2025	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 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			810-5X558309	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 10,000			CUP-5X642114	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-5X489557	1/1/2024	1/1/2025	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
D	Professional Liab.			42-EPP-306878-06	1/1/2024	1/1/2025	Per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: GAZELLE MEADOWS PARK RENOVATIONS Project No. PR2107.451

The City of Chandler, AZ is included as additional insured with respect to General Liability, Automobile Liability, and Umbrella Liability when required by written contract. General Liability includes Additional Insured coverage for Completed Operations as required by written contract. Separation of Insureds is included in the General Liability policy. General Liability, Automobile Liability, and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability policies include a waiver of subrogation in favor of the additional insureds where permissible by state
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Chandler, AZ
PO 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



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AGENCY CUSTOMER ID: ARDURRA-01 EMORRIS

LOC #: 2

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Ames & Gough	Ardurra Group, Inc. 4921 Memorial Highway Suite 300 Tampa, FL 33634
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
law and when required by written contract. Umbrella Liability coverage sits excess over General Liability, Automobile Liability and Employers' Liability coverage. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

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TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) –

POLICY NUMBER: **UB-5X489557**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

DESIGNATED PERSON:

Any Person Or Organization For Which The Insured Has Agreed by Written Contract Executed Prior to Loss To Furnish This Waiver

DESIGNATED ORGANIZATION:

DATE OF ISSUE: - - ST ASSIGN:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and

b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph **(1)** nor **(2)** above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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.

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 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.

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.

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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".

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" or "property damage" 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 that 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 will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(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 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".

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

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is used to heat, cool or dehumidify the building, or produced by or originating from 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) If such "pollutants" 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;

(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"; or

(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 or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(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

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(b) Claim or suit by or on behalf of any governmental authority or any other person or organization 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".

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 wrongdoing 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) 50 feet long or less; and

(b) Not being used to carry any person 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;

(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 as "mobile equipment" under the definition of "mobile equipment" if such land vehicle 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"; or

(6) An aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

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" arising 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;

(4) Personal property in the care, custody or control of the insured;

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(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 "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of 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".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph **(1)** above.

(3) 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, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

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 "bodily injury".

Exclusions **c.** through **n.** do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of 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.

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".

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This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed 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:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you 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.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"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

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

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(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or 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 any governmental authority or any other person or organization 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" arising 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. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph **(1)** above.

(3) 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

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assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

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 "personal injury".

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**.

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SUPPLEMENTARY PAYMENTS

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 $2,500 for the 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 $500 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.

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" or offense 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** – Coverages – Coverage **A** – Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section **I** – Coverages – Coverage **B** – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", 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:

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a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. 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.

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 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.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(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.

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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.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 50 feet long or less; and

(2) Not being used to carry any person or property for a charge.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, 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 180th 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.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. An organization, other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

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venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

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**.

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 injury" 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".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be 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 "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or

b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

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";

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(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.

e. The following provisions apply to Paragraph **a.** above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph **e.(1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

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 valid and collectible other 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 described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

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, except when Paragraph **d.** below applies.

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 insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(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.

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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.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

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;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

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 websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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2. "Advertising injury":

a. Means injury caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "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".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any of such programming.

6. "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.

7. "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.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "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.

13. "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 "premises damage" 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", "property damage" or "personal injury" 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, roadbeds, 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 Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

14. "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".

15. "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".

16. "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;

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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.

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 vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) 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, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "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.

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21. "Premises damage" means:

a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

b. With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

(1) Fire;

(2) Explosion;

(3) Lightning;

(4) Smoke resulting from fire, explosion or lightning; or

(5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

(1) Rupture, bursting, or operation of pressure relief devices;

(2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or

(3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "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.

23. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will 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 will 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.

24. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization, other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

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25. "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.

26. "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.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "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.

30. "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.

31. "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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

(a) 75 feet long or less; and

(b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director 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.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" 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 current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(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 **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(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 retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, 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:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

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.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

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, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT – FLORIDA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. 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.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II.**

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

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(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "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".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE.**

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

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(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

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M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non–renewal.

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BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and

b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph **(1)** nor **(2)** above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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.

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 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.

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.

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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".

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" or "property damage" 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 that 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 will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(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 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".

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

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is used to heat, cool or dehumidify the building, or produced by or originating from 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) If such "pollutants" 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;

(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"; or

(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 or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(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

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(b) Claim or suit by or on behalf of any governmental authority or any other person or organization 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".

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 wrongdoing 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) 50 feet long or less; and

(b) Not being used to carry any person 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;

(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 as "mobile equipment" under the definition of "mobile equipment" if such land vehicle 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"; or

(6) An aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

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" arising 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;

(4) Personal property in the care, custody or control of the insured;

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(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 "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of 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".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph **(1)** above.

(3) 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, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

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 "bodily injury".

Exclusions **c.** through **n.** do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of 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.

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".

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This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed 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:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you 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.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"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

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

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(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or 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 any governmental authority or any other person or organization 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" arising 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. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph **(1)** above.

(3) 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

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assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

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 "personal injury".

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**.

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SUPPLEMENTARY PAYMENTS

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 $2,500 for the 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 $500 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.

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" or offense 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** – Coverages – Coverage **A** – Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section **I** – Coverages – Coverage **B** – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", 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:

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a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. 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.

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 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.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(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.

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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.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 50 feet long or less; and

(2) Not being used to carry any person or property for a charge.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, 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 180th 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.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. An organization, other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

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venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

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**.

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 injury" 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".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be 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 "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or

b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

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";

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(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.

e. The following provisions apply to Paragraph **a.** above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph **e.(1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

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 valid and collectible other 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 described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

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, except when Paragraph **d.** below applies.

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 insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(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.

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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.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

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;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

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 websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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2. "Advertising injury":

a. Means injury caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "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".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any of such programming.

6. "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.

7. "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.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "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.

13. "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 "premises damage" 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", "property damage" or "personal injury" 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, roadbeds, 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 Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

14. "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".

15. "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".

16. "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;

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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.

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 vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) 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, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "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.

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21. "Premises damage" means:

a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

b. With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

(1) Fire;

(2) Explosion;

(3) Lightning;

(4) Smoke resulting from fire, explosion or lightning; or

(5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

(1) Rupture, bursting, or operation of pressure relief devices;

(2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or

(3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "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.

23. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will 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 will 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.

24. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization, other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

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25. "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.

26. "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.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "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.

30. "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.

31. "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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

(a) 75 feet long or less; and

(b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director 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.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" 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 current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(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 **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(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 retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, 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:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

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.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

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, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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EXHIBIT “F”
FEDERAL REQUIREMENTS

N/A

City Council Memorandum Community Services Memo No. CP25-003

Date: August 15, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager / CFO
John Sefton, Community Services Director
Dan Haskins, Capital Projects Division Manager
From: Vivianna Barrientes, Engineering Project Manager
Subject: Construction Agreement No. ST2101.401, Change Order No. 3, to Achen-Gardner Construction, LLC, for Detroit Basin/Gazelle Meadows Park Storm System & Associated Improvements

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Proposed Motion:

Move City Council award Construction Agreement No. ST2101.401, change order no. 3, to Achen-Gardner Construction, LLC, for Detroit Basin/Gazelle Meadows Park storm system & associated improvements, in the amount of $4,671,358.93.

Background/Discussion:

The Galveston area projects are part of a revitalization effort to support the neighborhood through improved infrastructure and added amenities. This multi-faceted project is for storm drain system improvements to collect stormwater along Erie Street between Exeter and Monte Vista streets, including contributing flows from along Nevada, Detroit, Hamilton, and Jackson streets. These improvements will carry the stormwater from this area to the existing Detroit Basin, also known as Gazelle Meadows Park, located at 500 North Exeter Street. An estimated 261 residential properties will be removed from the floodplain as a result of this work, resulting in a safer community and potential savings for property owners.

The overall Galveston area improvements are being performed by a single contractor through planned and budgeted change orders to facilitate phasing and coordinated delivery of all aspects of the scope of work. On September 21, 2023, City Council awarded Construction Agreement No. ST2101.401 to Achen-Gardner

Construction, LLC, for Phase 1 to include storm drain, potable water, and sanitary sewer systems improvements. Phase 2 is now set to begin and will include Gazelle Meadows Park amenities, roadway, and other associated infrastructure improvements in the vicinity.

Change Order No. 3 includes Phase 2 scope of work and incorporates park renovations and additional concrete and catch basin work along Nevada Street. The specific project scope of work consists of procurement of materials, installation tasks, modifying the lighting system, updating the irrigation system, building a new basketball court, a new parking lot, a new drop-off area on Exeter Street (not shown in attached conceptual plan), and various park furnishings and improvements. The City Council Neighborhoods Subcommittee reviewed the park and surrounding neighborhood conceptual plan in August 2023 and recommended support for the project, with various minor changes incorporated. An additional 240 calendar days added, for a revised total of 570 calendar days to final completion, following the Notice To Proceed.

A related Construction Management Services Agreement with Ardurra Group, Inc., for Gazelle Meadows Park Renovations, is also scheduled for this City Council meeting.

Evaluation:

Staff reviewed the scope of work, billing rates, and total fee for Change Order No. 3 and determined them to be reasonable.

Financial Implications:

Original Contract:	$10,182,770.05
Change Order No. 1	$2,294,480.53
Change Order No. 2	$95,078.15
Change Order No. 3	$4,671,358.93
Revised Agreement Amount	$17,243,687.66

This change order is in the amount of $4,671,358.93, for a revised total agreement amount not to exceed $17,243,687.66. $3.8 million of this project is funded with General Fund monies freed up from receiving American Rescue Plan Act (ARPA) Funds.

Fiscal Impact

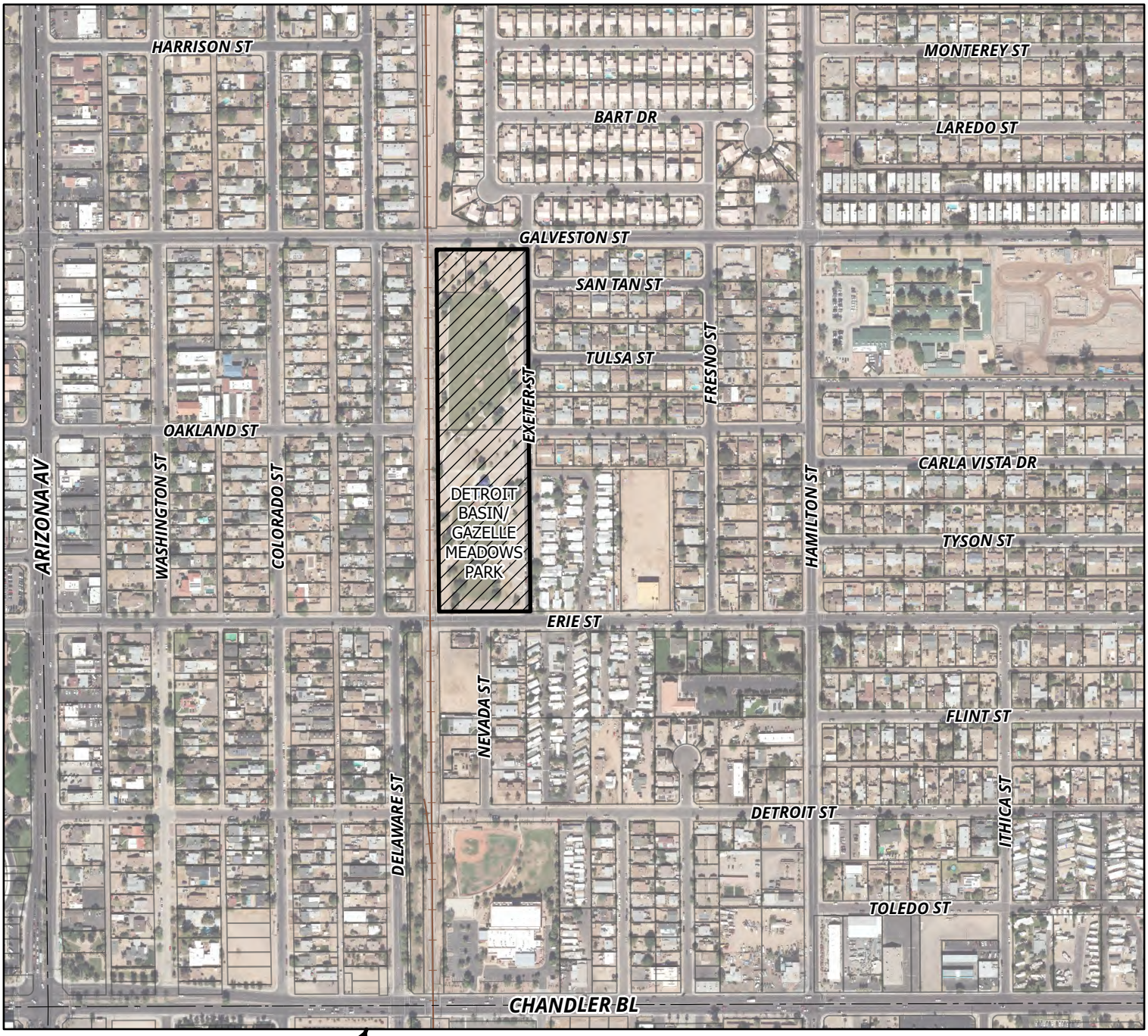
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
412.3310.5922.0.6ST661	Stormwater Bonds	Detroit Basin Storm Drain Imp.	$41,033.52	Y
401.4580.6110.6PR653	General Government Capital Projects	Gazelle Meadows Park	$3,908,342.41	Y
401.4580.6610.6PR653	General Government Capital Projects	Gazelle Meadows Park	$721,983.00	Y

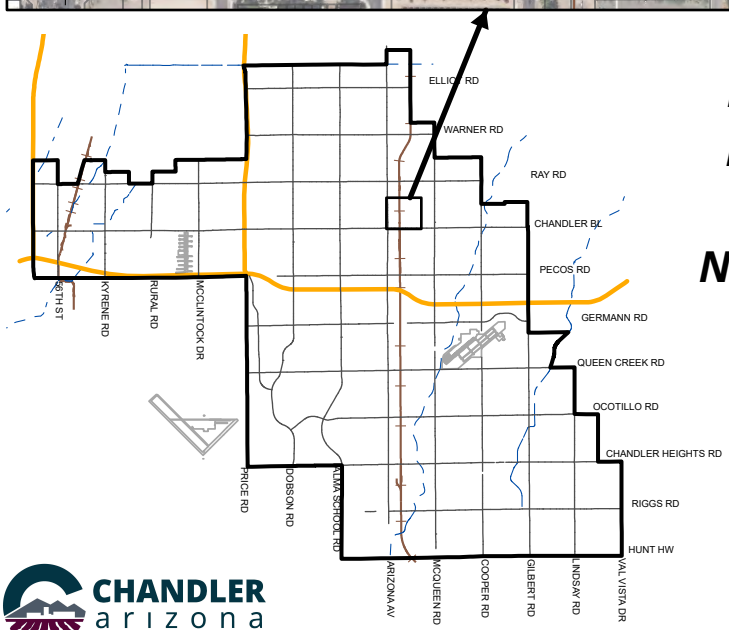
Attachments

Location Map

Approved Park Improvement Concept

Agreement





DETROIT BASIN/GAZELLE MEADOWS PARK STORM SYSTEM & ASSOCIATED IMPROVEMENTS PROJECT NO. ST2101.401, CHANGE ORDER NO. 3

MEMO NO. CP25-003

PROJECT AREA

CHANDLER arizona

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Capital Projects\2025\CP25-003\CP25-003.aprx 6/11/2024 RandyE

PARK IMPROVEMENT CONCEPT











CENTRAL ACTIVITY AREA



CENTRAL PLAY



CENTRAL PLAY



EDUCATIONAL PLAY



BIRDS EYE TO SOUTH



SKATE PLAZA



PARKING AT GALVESTON



CHANDLER arizona
Community of Innovation

CHANGE ORDER NO. 3

DATE: June 27, 2024

This Change Order No. 3 ("Change Order No. 3") to the construction services agreement is made by and between the City of Chandler, an Arizona municipal corporation, ("City") and Achen-Gardner Construction, LLC ("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: **Detroit Basin / Gazelle Meadows Park Storm System and Associated Improvements**

Project No.: **ST2101.401**

User Dept.: Parks and Streets NTP Date: 11/6/2023

TO:	**Achen-Gardner Construction, LLC**	**2195 W. Chandler Boulevard, Suite 211 Chandler, AZ 85224**
	(CONTRACTOR)	(Mailing Address)
		dbroderick@achen.com
		(Email Address)

Contractor must make the following changes to this Agreement: Detailed scope change and cost breakdown (Exhibit. A).

Additional funds are to complete the concrete work along Nevada Street and the construction of the PR2107 Gazelle Meadows Park Renovations project.

Amendment authorized by Owner name: Dan Haskins **Date:** 6/27/24

Original Agreement amount:	$10,182,770.05
Previous Change Order total:	$2,389,558.68
Last Agreement amount approved by Council:	$12,477,250.58
This Change Order:	$4,671,358.93
This Change Order + previous Change Order(s) not approved by Council total:	$4,766,437.08
Revised Agreement total:	$17,243,687.66

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):	330 Calendar Days
Net change resulting from this Change Order:	240 Calendar Days

Revised Agreement time (including this Change Order):	570 Calendar Days
Council Approval (if applicable)	
Council Approval Date: August 15, 2024	

SIGNATURE PAGE TO FOLLOW

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

ATTEST:

City Clerk Seal

"CONTRACTOR"
ACHEN-GARDNER CONSTRUCTION, LLC.

Signature 7/12/24
Date

KEVIN NUNEZ
Print Name

VICE PRESIDENT
Title

knunez@achen.com
Signer Email Address

C: Owner / Project Mgr

EXHIBIT "A"

CHANGE ORDER PROPOSAL NO. 3 FOR CITY OF CHANDLER – Gazelle Meadows Park Renovations (Rev-1)

June 20, 2024

City of Chandler
Ms. Vivianna Barrientes/Mr. Jason Garcia
215 E. Buffalo Street
Chandler, Arizona 85224

City of Chandler Project No.: PR2107.203
Achen-Gardner Construction, LLC Project No.: 4000103

Dear Ms. Barrientes/Mr. Garcia:

Here in please find Achen-Gardner Construction, LLC's ("Achen-Gardner") Change Order Proposal ("Proposal") including Schedule of Values (SOV) for proposed Park Renovations.

Achen-Gardner proposes to complete the all-inclusive scope of work defined in the construction documents and as qualified herein for the following Guaranteed Maximum Price ("GMP") not to exceed, including mark-ups. Additionally, Achen-Gardner has provided a Project Contingency (including mark-ups) as directed by the City:

Gazelle Meadows Park Renovations GMP (Exhibit D3, SOV Running Total No 3)	$ 4,340,645.41
Project Contingency (Exhibit D3, SOV Item 10700)	$ 289,680.00
Project Total (Exhibit D3, SOV Total Proposal)	$ 4,630,325.41

Should you have any questions and/or comments, please feel free to contact me at (480) 403-9399 or e-mail dbroderick@achen.com.

Sincerely,
ACHEN-GARDNER CONSTRUCTION, LLC

Dan Broderick, Sr. Project Manager
Attachments
Cc: Bryan Mueller, Christie Hall, Dan Spitza, Paul Ekstrom, Project File.

INDEX OF EXHIBITS
JUNE 20, 2024 (REV-1)
CITY OF CHANDLER – GAZELLE MEADOWS PARK RENOVATIONS
CHANGE ORDER NO. 3 PROPOSAL
PROJECT NO: PR2107.203/AGC Project Number 4000103

Proposal Cover Letter.....Page 1

Index of Exhibits.....Page 2

Exhibit D1:
Scope of Work.....Page 3

Exhibit D2:
Cost Model Form – N/A

Exhibit D3:
Schedule of Values..... Pages 4-7

Exhibit D3.1
General Conditions..... Page 8

Exhibit D4:
List of GMP Documents.....Page 9

Exhibit D5:
Clarifications and Assumptions..... Pages 10-14

Exhibit D6:
Subcontractor and Supplier Solicitation Documentation, Award
Recommendations and Quotes .....Pages 15-133

Exhibit D7:
Baseline Project Schedule.....Pages 134-135

EXHIBIT D1: SCOPE OF WORK

JUNE 20, 2024 (REV-1)
CITY OF CHANDLER – GAZELLE MEADOWS PARK RENOVATIONS
CHANGE ORDER NO. 3 PROPOSAL
PROJECT NO: PR2107.203/AGC Project No. 4000103

Overall Project Description

The overall project scope is to provide storm drain system improvements to collect stormwater along Erie Street between Exeter Street and McQueen Road, as well as any other contributing flows. These improvements will convey the stormwater from this area to the existing Detroit Basin, also known as Gazelle Meadows Park, located at 500 North Exeter Street. The project also includes improvements to collect stormwater from where it exits at the southwest corner of the Detroit Basin and convey it to a connection with the existing Chandler Boulevard storm drain. This GMP will also include improvements to the potable water system, sanitary systems, and related infrastructure. Additional permanent improvements to Gazelle Meadows Park and roadways are not included in this GMP.

The project scope includes the installation of (71 LF of 12", 234 LF of 15", 661 LF of 18", 2,962 LF of 24", 2,044 LF of 30", 1141 LF of 36") ADS storm drain, 34 each manholes, and 36 each catch basins, (1,042 LF of 8") VCP sewer, one each new manhole and one each rehabilitated manhole, (308 LF of 8") CIPP, (476 LF of 1", 126 LF of 6", 1303 LF of 12") waterlines with valves and fittings. The replacement of existing concrete and asphalt surfaces due to the construction are included.

CHANGE ORDER PROPOSAL NO. 3 FOR CITY OF CHANDLER – Gazelle Meadows Park Renovations

The proposal scope includes the removal of existing trees, concrete flatwork, a ramada, and other items as shown on the plans. Site clearing, excavation, and site preparation are provided for new concrete, paving, and park improvements. There will be new site work concrete flatwork/curbs for walkways, a ramada, play areas, and skating zones. The landscaping will consist of new decomposed granite, rip rap, artificial turf, new turf, an updated irrigation system, and new plants/trees. A basketball court and equipment are included as well as other park furnishings – grills, fountains, trash receptacles, benches, tables, ramada, and other items as shown on the plans. A modified lighting system will be installed for the park.

EXHIBIT D3: SCHEDULE OF VALUES

JUNE 20, 2024 (REV-1)

CITY OF CHANDLER – GAZELLE MEADOWS PARK RENOVATIONS

CHANGE ORDER NO. 3 PROPOSAL

PROJECT NO: PR2107.203/AGC Project No. 4000103

GMP PROPOSAL FOR CITY OF CHANDLER - GAZELLE MEADOWS PARK RENOVATIONS 6-20-24

PROJECT NO.: PR2107.203

ACHEN-GARDNER CONSTRUCTION PROJECT NO. 4000103

CHANGE ORDER NO. 3

ACHEN-GARDNER CONSTRUCTION, LLC
550 S. 79th STREET
CHANDLER, AZ 85226

			DESIGN AND SPECIFICATION 100%		
PAY ITEM	**DESCRIPTION**	**UM**	**QUANTITY**	**UNIT PRICE**	**TOTAL**
	GENERAL SCOPE ITEMS				
100	GENERAL CONDITIONS	MO	6.0	$ 97,732.48	$ 586,394.88
105	PRE-CONSTRUCTION SERVICES	LS	1.0	$ 21,251.40	$ 21,251.40
110	MOBILIZATION	LS	1.0	$ 62,923.24	$ 62,923.24
120	CONSTRUCTION SURVEY AND AS BUILT RECORD DRAWINGS	LS	1.0	$ 26,811.88	$ 26,811.88
130	CONTRACTOR QUALITY CONTROL	LS	1.0	$ 24,824.50	$ 24,824.50
140	SWPPP / EROSION CONTROL	LS	1.0	$ 59,620.31	$ 59,620.31
150	CONSTRUCTION WATER AND DUST CONTROL	LS	1.0	$ 70,693.85	$ 70,693.85
160	POTHOLE EXISTING UTILITIES	LS	1.0	$ 12,765.02	$ 12,765.02
170	SUBCONTRACTOR BOND COSTS	LS	1.0	$ 19,223.07	$ 19,223.07
180	SWEEPING (ALLOWANCE)	LS	1.0	$ 27,040.00	$ 27,040.00
	SUBTOTAL GENRAL CONDITIONS AND GENERAL ITEMS				**$ 911,548.15**
500	DEMO EXISTING TREES	EA	12.0	$ 1,050.00	$ 12,600.00
510	SALVAGE EXISTING TREES	EA	4.0	$ 2,865.00	$ 11,460.00
520	EXISTING TREE PROTECTION FENCE	LF	2,650.0	$ 7.83	$ 20,749.50
530	REMOVE CONCRETE FLATWORK	SF	13,632.0	$ 2.88	$ 39,260.16
540	REMOVE EXISTING RAMADA	EA	1.0	$ 12,435.23	$ 12,435.23
550	REMOVE EXISTING DOG WASTE STATION	EA	1.0	$ 1,601.59	$ 1,601.59
560	RELOCATE EXISTING PARK RULES SIGN	EA	2.0	$ 2,557.31	$ 5,114.62
600	CLEAR & GRUB PROJECT FOOTPRINT	SF	114,777.0	$ 0.34	$ 39,024.18
610	EARTHWORK	LS	1.0	$ 78,297.18	$ 78,297.18
	SUBTOTAL PARK REMOVALS & EARTHWORK				**$ 220,542.46**
630	DETAIL B/C/E OFF-SITE SUBGRADE PREP	SY	2,079.0	$ 7.33	$ 15,239.07
640	CURB & GUTTER MAG 222	LF	77.0	$ 49.11	$ 3,781.47
650	SINGLE CURB MAG 222 TYPE A	LF	550.0	$ 41.24	$ 22,682.00
660	ROLL CURB MAG 220-1 TYPE C	LF	10.0	$ 148.03	$ 1,480.30
670	CURB TRANSITIONS	EA	4.0	$ 376.17	$ 1,504.68
680	SIDEWALK MAG 230	SF	8,000.0	$ 10.58	$ 84,640.00
690	ADA SIDEWALK RAMPS MAG 238-1	EA	2.0	$ 3,934.41	$ 7,868.82
700	DRIVEWAY MAG 250-2	SF	300.0	$ 25.83	$ 7,749.00
710	LOADING ZONE VALLEY GUTTER	SF	272.0	$ 27.99	$ 7,613.28
720	LOADING ZONE PAVING COC 261-1	SY	115.0	$ 203.33	$ 23,382.95
730	PARKING LOT PAVING	SY	854.0	$ 69.99	$ 59,771.46
740	PAVEMENT MARKINGS & SIGNAGE	LS	1.0	$ 5,500.00	$ 5,500.00
	SUBTOTAL DTL B/C/E OFF-SITE IMPROVEMENTS				**$ 241,213.03**

1010	CONC PAVING TYPE A (MED BROOM)	SF	17,675.0	$ 19.14	$ 338,299.50
1020	CONC PAVING TYPE B @ TRIKE PATH (MED SANDBLAST)	SF	2,270.0	$ 22.50	$ 51,075.00
1030	CONC PAVING TYPE C- INTEGRAL COLOR (MED BROOM)	SF	1,592.0	$ 20.20	$ 32,158.40
1040	CONCRETE HEADER	LF	1,003.0	$ 59.16	$ 59,337.48
1050	DECOMPOSED GRANITE- 1/2" MINUS	SF	35,710.0	$ 1.95	$ 69,634.50
1060	COMPACTED DG	SF	3,670.0	$ 5.71	$ 20,955.70
1070	RIP RAP, 1-3"	SF	0.0	$ -	$ -
1075	RIP RAP, 4-6"	SF	626.0	$ 8.71	$ 5,452.46
1080	SWALE FLOWLINE	LF	376.0	$ 27.97	$ 10,516.72
1090	CONCRETE SKATE CURB, 6"	LF	203.0	$ 88.91	$ 18,048.73
1100	SHOTCRETE BANK RAMP	SF	0.0	$ -	$ -
1110	REINFORCED TOP DECK	SF	0.0	$ -	$ -
1115	PLAZA PLATFORM	EA	1.0	$ 11,445.67	$ 11,445.67
1120	CONCRETE CURB @ FALL SURFACE	LF	222.0	$ 87.50	$ 19,425.00
1130	CONCRETE RAMP @ PLAY	EA	2.0	$ 5,991.43	$ 11,982.86
1135	4" ABC UNDER NEW PARK SURFACING & AMENETIES	SY	10,340.0	$ 12.64	$ 130,697.60
1140	ARTIFICIAL TURF	SF	1,024.0	$ 32.96	$ 33,751.04
1150	EWF TYPE A, 6" DEPTH	SF	0.0	$ -	$ -
1160	EWF TYPE B, 18" DEPTH	SF	6,807.0	$ 9.40	$ 63,985.80
1170	PLAY SAND	SF	215.0	$ 44.75	$ 9,621.25
1180	BASKETBALL COURT	SF	6,334.0	$ 23.72	$ 150,242.48
1190	FLAGSTONE STEPPER	EA	16.0	$ 1,441.18	$ 23,058.88
1195	FLAGSTONE STEPPER @ SWALE CROSSING	EA	14.0	$ 1,473.35	$ 20,626.90
1200	ANIMAL TRACKS	LF	105.0	$ 76.13	$ 7,993.65
1210	STORMWATER COLLECTION @ DROPOFF	EA	2.0	$ 1,480.45	$ 2,960.90
	SUBTOTAL SPECIAL PARK PAVEMENT IMPROVEMENTS				**$ 1,091,270.52**
2010	ART SEATWALL (CONCEPTUAL)	LF	51.0	$ 716.51	$ 36,542.01
2020	SKATE SEATWALL 12" HT	LF	0.0	$ -	$ -
2030	SKATE SEATWALL 16" HT	LF	0.0	$ -	$ -
2040	SKATE SEATWALL 18" HT	LF	0.0	$ -	$ -
2050	SKATE SEATWALL 20" HT	LF	0.0	$ -	$ -
2060	SEATWALL, STANDARD	LF	17.0	$ 810.46	$ 13,777.82
2070	SEATWALL, REINFORCED	LF	41.5	$ 760.39	$ 31,556.19
	SUBTOTAL ART WALL & SEAT WALLS				**$ 81,876.02**
3010	GRATE CROSSING, STEEL	EA	3.0	$ 5,000.00	$ 15,000.00
3020	GRIND RAIL, 8" HT	LF	0.0	$ -	$ -
3030	GRIND RAIL 42" HT	LF	0.0	$ -	$ -
3040	GRIND RAIL 12"	LF	26.0	$ 472.69	$ 12,289.94
	SUBTOTAL PARK METALS				**$ 27,289.94**
5010	BBQ GRILL	EA	6.0	$ 663.20	$ 3,979.20
5020	TRASH RECEPTACLE	EA	19.0	$ 1,379.38	$ 26,208.22
5030	BIKE RACK	EA	2.0	$ 1,000.00	$ 2,000.00
5040	DRINKING FOUNTAIN @ PLAY	EA	1.0	$ 6,705.94	$ 6,705.94
5050	DRINKING FOUNTAIN WITH CHILLER @ DROPOFF	EA	1.0	$ 8,224.06	$ 8,224.06
5060	DOG WASTE STATION	EA	4.0	$ 1,322.78	$ 5,291.12
5070	PARK RULES SIGN, NEW	EA	1.0	$ 3,000.00	$ 3,000.00
5080	PARK RULES SIGN, RELOCATED	EA	2.0	$ 895.93	$ 1,791.86
5090	EDUCATIONAL SIGNAGE	EA	3.0	$ 3,000.00	$ 9,000.00
5100	6' BENCH WITH BACK AND CENTER ARMREST	EA	15.0	$ 2,571.41	$ 38,571.15

5110	CLASSIC PICNIC TABLE	EA	4.0	$ 3,279.99	$ 13,119.96
5120	CLASSIC PICNIC TABLE, ADA	EA	2.0	$ 3,089.17	$ 6,178.34
5130	REGAL PEDESTAL PICNIC TABLE, ADA	EA	2.0	$ 2,678.17	$ 5,356.34
5140	REGAL PEDESTAL PICNIC TABLE	EA	4.0	$ 2,862.32	$ 11,449.28
5150	TENSILE STRUCTURE	EA	1.0	$ 94,222.00	$ 94,222.00
5155	RAMADA	EA	1.0	$ 56,810.96	$ 56,810.96
5160	BOULDER A	EA	44.0	$ 350.00	$ 15,400.00
5170	BOULDER B	EA	15.0	$ 750.00	$ 11,250.00
5180	LSI 8" MUSHROOM STEPPER	EA	3.0	$ 1,601.30	$ 4,803.90
5190	LSI 16" MUSHROOM STEPPER	EA	3.0	$ 1,601.30	$ 4,803.90
5200	LSI 24" MUSHROOM STEPPER	EA	2.0	$ 2,108.37	$ 4,216.74
5220	LSI WOBBLE PAD BOUNCER	EA	3.0	$ 2,615.45	$ 7,846.35
5230	LSI CURVA SPINNER	EA	2.0	$ 3,195.92	$ 6,391.84
5240	LSI CHILL SPINNER	EA	1.0	$ 3,496.16	$ 3,496.16
5250	LSI STANDUP SEESAW	EA	1.0	$ 4,316.82	$ 4,316.82
5260	MESQUITE TRUNK	EA	1.0	$ 3,913.61	$ 3,913.61
5310	SWING WEAR MAT	EA	4.0	$ 576.47	$ 2,305.88
5320	BASKETBALL POST, BACKBOARD AND NET	EA	2.0	$ 5,902.11	$ 11,804.22
5330	CONCRETE LION	EA	1.0	$ 41,455.66	$ 41,455.66
	SUBTOTAL PARK FURNISHINGS				**$ 413,913.51**
6000	36" BOX TREES	EA	87.0	$ 810.92	$ 70,550.04
6010	PROTECT EXISTING TREE	EA	61.0	$ 85.00	$ 5,185.00
6020	NEW TURF	SF	31,914.0	$ 2.45	$ 78,189.30
6030	1 GALLON SHRUB	EA	209.0	$ 16.98	$ 3,548.82
6040	5 GALLON SHRUB	EA	532.0	$ 30.49	$ 16,220.68
6050	15 GALLON SHRUB	EA	17.0	$ 200.00	$ 3,400.00
6055	TREE STAKES, FERTILIZER TABLETS, PLANTING PIT MAT	LS	1.0	$ 8,500.00	$ 8,500.00
	SUBTOTAL PLANT SCHEDULE				**$ 185,593.84**
6110	1" SCH 40 PVC PIPE LATERAL(TREE)	LF	6,930.0	$ 1.13	$ 7,830.90
6115	1" SCH 40 PVC PIPE LATERAL (SHRUBS)	LF	4,250.0	$ 1.13	$ 4,802.50
6120	21/2" SCH 40 PVC PIPE MAINLINE	LF	3,180.0	$ 5.58	$ 17,744.40
6130	BUCKNER SUPERIOR MASTER VALVE	EA	1.0	$ 1,219.68	$ 1,219.68
6135	BASELINE 1000 CONVENTIONAL IRRIGATION CONTROLLER	EA	1.0	$ 11,703.42	$ 11,703.42
6140	CONTROL WIRE SEPERATION FROM MAINLINE	LF	45,000.0	$ 0.35	$ 15,750.00
6145	PE89 6 PAIR 22 GA	LF	1,100.0	$ 2.58	$ 2,838.00
6150	CRISPIN AIRVAC RELEASE ASSY.	EA	1.0	$ 1,861.23	$ 1,861.23
6160	HUNTER(DRIP ZONE) ICZ-101-25	EA	11.0	$ 713.60	$ 7,849.60
6170	HUNTER FLOW SENSOR	EA	1.0	$ 891.45	$ 891.45
6180	HUNTER REMOTE CONTROL VALVE	EA	13.0	$ 1,003.70	$ 13,048.10
6190	HUNTER ROTORS ADJUSTMENT NOZZLES	EA	138.0	$ 85.85	$ 11,847.30
6192	MULTI-PORT EMITTERS (TREES)	EA	402.0	$ 52.16	$ 20,968.32
6194	MULTI-PORT EMITTERS (SHRUBS)	EA	486.0	$ 39.90	$ 19,391.40
6200	NIBCO GATE VALVE	EA	4.0	$ 1,958.74	$ 7,834.96
6205	FLUSH END CAPS	EA	16.0	$ 69.75	$ 1,116.00
6210	2" SCH. 40 PVC SLEEVE	LF	1,140.0	$ 2.93	$ 3,340.20
6215	6" SCH 40 PVC SLEEVE	LF	240.0	$ 17.63	$ 4,231.20
6220	SCH 40 PVC LATERAL FOR TURF	LF	3,360.0	$ 2.60	$ 8,736.00
6230	HUNTER 1" QUICK COUPLER IN 10" VB&C	EA	1.0	$ 627.35	$ 627.35
	SUBTOTAL IRRIGATION PLAN				**$ 163,632.01**

7000	REPAIR/REPLACE IRRIGATION TO REMAIN (ALLOWANCE)	AL	1.0	$ 125,000.00	$ 125,000.00
	SUBTOTAL REPAIR/REPLACE EXISTING IRRIGATION				**$ 125,000.00**
	PARK LIGHTING (ALLOWANCE)				
8000	2.5" PVC SCH40 STREET LIGHT CONDUIT	LF	1,800.0	$ 33.00	$ 59,400.00
8005	CONDUCTORS	LS	1.0	$ 18,150.00	$ 18,150.00
8010	REMOVE AND RELOCATE STREET LIGHT AND PULL BOX	EA	8.0	$ 3,775.00	$ 30,200.00
8020	INSTALL NEW SL"A" 18' COOPER LIGHTING 59W LED	EA	0.0	$ -	$ -
8030	INSTALL NEW SL "B" 18' COOPER LIGHTING 501W LED	EA	0.0	$ -	$ -
8040	REMOVE EXISTING WIRE ABANDON IN PLACE CONDUIT	LS	1.0	$ 4,000.00	$ 4,000.00
8050	INSTALL NEW #3-1/2 PULL BOX	EA	9.0	$ 900.00	$ 8,100.00
8060	SALVAGE EXISTING METER PEDESTAL	EA	1.0	$ 850.00	$ 850.00
8070	INSTALL NEW 200 AMP METER PEDESTAL	EA	1.0	$ 17,000.00	$ 17,000.00
8080	LIGHTING PUSH BUTTON & POST	EA	2.0	$ 3,500.00	$ 7,000.00
8090	DRINKING FOUNTAIN ELECTRICAL CONNECTION	EA	1.0	$ 500.00	$ 500.00
8100	PARK LIGHTING	LS	1.0	$ 72,000.00	$ 72,000.00
	SUBTOTAL PARK LIGHTING (ALLOWANCE)				**$ 217,200.00**
8200	ASSUME 1" COPPER WATER SERVICE LINE	LF	322.0	$ 43.69	$ 14,068.18
8210	ASSUME 6" X 1" TAP	EA	1.0	$ 6,166.53	$ 6,166.53
8220	ASSUME WATER METER AND BOX	EA	1.0	$ 2,659.28	$ 2,659.28
8230	PAVEMENT REPLACEMENT ON EXETER STREET	SY	10.0	$ 367.32	$ 3,673.20
	SUBTOTAL ASSUME 1" WATER SERVICE				**$ 26,567.19**
	RUNNING TOTAL NO. 1 - DIRECT COST OF THE WORK INCLUDING GCs				**$ 3,705,646.67**
10100	OVERHEAD AND FEE EXHIBIT D2, (C)		8.50%		$ 314,979.97
	SUBTOTAL - OVERHEAD AND FEE				**$ 314,979.97**
	RUNNING TOTAL NO. 2 - DIRECT COST OF THE WORK + OH & FEE				**$ 4,020,626.64**
10200	INSURANCE (INCL. BUILDERS RISK & POLLUTION LIABILITY)	EX	1.95%	(Calc on RT #1)	$ 78,402.22
10300	BONDS (PAYMENT & PERFORMANCE)	EX	0.80%	(Calc on RT #1)	$ 32,165.01
	SUBTOTAL - INSURANCE AND BONDS				**$ 110,567.23**
	RUNNING TOTAL NO. 3 - DIRECT COST OF THE WORK + OH & FEE + INS & BOND				**$ 4,131,193.87**
10400	SALES TAXES (5.07% or 7.8% of 65% of Running Total No. 3 EX, D2(E1)		5.070%		$ 209,451.54
	SUBTOTAL - SALES TAXES				**$ 209,451.54**
	RUNNING TOTAL NO.4 - GMP, DIRECT COST OF THE WORK, + OH & FEE + INS & BOND + SALES TAXES				**$ 4,340,645.41**
10700	CONSTRUCTION CONTINGENCY	AL	1.0	$ 289,680.00	$ 289,680.00
	TOTAL PROPOSAL - DIRECT COST + OH & FEE + INS & BOND + SALES TAXES & CONTINGENCY				**$ 4,630,325.41**

EXHIBIT D3.1: SCHEDULE OF VALUES – GENERAL CONDITIONS

JUNE 20, 2024 (REV-1)

CITY OF CHANDLER – GAZELLE MEADOWS PARK RENOVATIONS

CHANGE ORDER NO. 3 PROPOSAL

PROJECT NO: PR2107.203/AGC Project No. 4000103

GMP PROPOSAL FOR CITY OF CHANDLER - GAZELLE MEADOWS PARK RENOVATIONS 6-20-24

PROJECT NO.: PR2107.203

ACHEN-GARDNER CONSTRUCTION PROJECT NO. 4000103

ITEM 100 - GENERAL CONDITIONS DETAIL

ACHEN-GARDNER CONSTRUCTION, LLC
550 S. 79th STREET
CHANDLER, AZ 85226

DESIGN DOCUMENT STAGE: 100%
ENTELLUS

PAY ITEM	DESCRIPTION	QUANTITY	UM	UNIT PRICE	TOTAL
100.1	PROJECT SUPERINTENDENT	1,056.00	HR	149.99	158,389.44
100.2	PROJECT MANAGER	264.00	HR	149.99	39,597.36
100.3	PROJECT ENGINEER	528.00	HR	112.19	59,236.32
100.4	TEMPORARY FACILITIES	6.00	MO	54,861.96	329,171.76
	GENERAL CONDITIONS (DIRECT COSTS)				**586,394.88**

EXHIBIT D4: LIST OF GMP DOCUMENTS

JUNE 20, 2024 (REV-1)
CITY OF CHANDLER – GAZELLE MEADOWS PARK RENOVATIONS
CHANGE ORDER NO. 3 PROPOSAL
PROJECT NO: PR2107.203/AGC Project No. 4000103

- Dig Studio - 100% plan set, Gazelle Meadows Park Renovations (pages 1 to 50) project No. PR2107.203 dated December 21, 2023. Signed for Approval for Coordination, dated 12/22/2023. Status 100%. C.O.C. LOG NO. CIV23-0142.

- Dig Studio – 100% Technical Specifications, Gazelle Meadows Park Renovations (pages 1 to 125) dated December 21, 2023. Signed by Jay Hicks with Dig Studio, EXP. 06/30/2017, signature not dated. Electrical Technical Specifications 100% Submittal, Signed and dated by Clifford Tollman with Wright Engineering, 12-22-2023, Expires 3-31-26.

- Executed (12-5-22) Pre-construction Services Contract with Achen-Gardner Construction, LLC and the City of Chandler for the Detroit Basin/Gazelle Meadows Park Storm System & Associated Improvements CMAR Project; City of Chandler Project No. ST2101.251.

- GMP 1 contract with City of Chandler and Achen-Gardner Construction, LLC for City Project No. ST2101.401 executed on September 18, 2023.

- Jason Garcia email dated 6-11-24 titled - PR2107.203 Gazelle Meadows Park and Renovation GMP. Which included Ardurra variance report notes dated 5-8-24 and nine review comments.

- Achen's email response dated 6-20-24 to Jason's 6-11-24 referenced GMP review comments.

- MAG Specifications and Details – 2024 revision to the 2020 Edition.

- Manual on Uniform Traffic Control Devices, latest edition.

- Request for Statement of qualifications Construction Manager at Risk dated 8-4-22.

- Achen-Gardner Construction, LLC Statement of qualifications dated 9-1-22.

EXHIBIT D5: CLARIFICATIONS AND ASSUMPTIONS

JUNE 20, 2024 (REV-1)
CITY OF CHANDLER – GAZELLE MEADOWS PARK RENOVATIONS
CHANGE ORDER NO. 3 PROPOSAL
PROJECT NO: PR2107.203/AGC Project No. 4000103

NOTE: This GMP is based on the following clarifications and assumptions.

1. *Fee Exclusions:* GMP excludes all costs associated with City permit plan review fees, Quality Assurance (QA) (i.e., City inspection and testing) costs, impact fees, utility company fees, water meters/meter installations except for construction water, and/or any other fees not specifically identified herein.
2. *Unit Price Contract Administration:* This GMP will be administered as a Measured Quantity/Unit Price, Guaranteed Not-to-Exceed Contract. The Schedules of Values (Re: Exhibit D3) is defined by the individual work/pay items plus fee structure, and markups (re: Exhibit D3, Items 10100 through 10450). The final contract price/payout will be based on field measurements, final completed quantities at the approved unit prices, approved allowance and/or contingency utilization, and approved change orders. It is understood that these city-approved prices including mark-ups are the "Cost of the Work". The markup structure on the Schedule of Values (Exhibit D3) will apply to Change Orders and/or Extra Work, allowances, and contingencies. The mark-ups for MAG section 109.5 do not apply to this contract. Pay Item under-runs and/or unused items shall fall to the Construction Contingency (Item No. 10700) for the duration of the project. Quantity over-runs shall be paid at the unit price established in the Schedule of Values for the pay item and shall be paid from Construction Contingency or Change Orders.
3. *Aerial Construction Photography:* Achen-Gardner shall provide a pre-construction video/photographs and progress photographs/videos periodically. Aerial videos shall only be provided if FAA and local approval is provided to fly a drone camera. Drone videos, if allowed, shall be standard drone footage.
4. *Mobilization/Demobilization* – includes the following monthly items as defined in the Specifications: the field office fencing, work area fencing for three work sites, field offices, temporary utilities, and toilets for the seven-month project duration. Therefore, the Mobilization/Demobilization Pay Item shall be invoiced monthly based on the seven (7) month project duration.
5. *Utility Relocations / Unknown Buried Conflicts:* This GMP excludes all costs associated with removing, replacing and/or relocating any existing buried or overhead dry utilities and/or unknown buried conflicts including PCCP. Should a dry utility or other unknown buried conflict, not properly detailed on the project plans and/or properly located (i.e., Blue Stake), be discovered during the construction phase, the project team shall determine the impact on the project. Any costs related to the impact(s) including schedule/duration shall be funded through a change order or Owner Allowance.
6. *Schedule* – The project schedule is based on working standard 8 hour regular daylight shifts that can include some weekends as scheduled and approved by the City. Our schedule excludes delay impacts due to unforeseen material supply chain issues, unforeseen utility impacts (SRP, etc.), unplanned traffic control impacts, working out of sequence, and or impacts from delays. Refer to Exhibit D7 – Project Baseline Schedule. The schedule is based on the following critical path dates and milestones:
    a. Council approval and executed contract no later than August 30, 2024.
    b. Long-lead procurement NTP no later than September 9th, 2024, to accommodate the long-lead submittal and procurement time.
    c. Should the City provide the long-lead procurement NTP under our current project contract by July 8, 2024, the project schedule can be moved up to approximately two months. This would allow us to enter into subcontracts/POs with long-lead vendors before the Council date in August.
    d. Construction NTP of October 14, 2024.
    e. Project Completion 126 calendar days from construction NTP date.

7. Pricing - is based on the included subcontractor/vendor quotes that may include stipulations for price adjustments. Related price adjustments shall be funded by or fall to the Construction Contingency (Pay Item 10700).

PAY ITEM CLARIFICATIONS *3 Pages*

ITEM NO.	DESCRIPTION	CLARIFICATION / ASSUMPTION
DIRECT COSTS		
100	General Conditions	• Includes cost of Project Management – Project Supt., Project Manager, Project Engineer, and vehicles. • Ice/drinking water. • Small tools. • Temporary Facilities (6.0 months) – trailer, fencing, electrical service, yard rental, toilets, cleaning, and trailer furnishings. • Yard security, dumpsters, and storage containers. • End of project cleanup. • Measured and paid on a monthly basis for six months beginning on the construction NTP date.
105	Pre-Construction Services	• Includes plan reviews and GMP development
110	Mobilization	• Mobilization & Demobilization • Sub Mobilization • Yard set/take down • Measured and paid on lump sum basis.
120	Construction Survey and As-Built Record Drawings	• Survey, Staking, Registered Land Surveyor Certified As-Builts. • Construction Redlines. • Registered Land Surveyor Certification of as-builts. • Measured and paid on lump sum basis.
130	Contractor Quality Control	• Quality Control based on MAG testing requirements for frequency and type. • Measured and paid on lump sum basis.
140	SWPPP / Erosion Control	• Includes SWPPP plan, implementation of plan, inspections, and removal at the completion of the project. • Track out pad. • Measured and Paid for on a lump sum basis.
150	Construction Water/Dust Control	• Includes construction water, water tower, and operated water truck for dust control. • Dust Permit. • Measured and paid on a lump sum basis.
160	Pothole Existing Utilities	• Known utility potholing. • Measured and paid by each.
170	Subcontractor Bond Costs	• Includes costs pertaining to the bonding of subcontractors.
DIRECT COSTS – PARK REMOVALS & EARTHWORK		
500,510,520,530,540, 550,560,600,610	Park Removals & Earthwork	• Measured and paid for as noted on Exhibit D3.
630,640,650,660,670, 680,690,700,710,720, 730,740	Dtl B/C/E Off-Site Improvements	• Measured and paid for as noted on Exhibit D3.

ITEM NO.	DESCRIPTION	CLARIFICATION / ASSUMPTION
1010,1020,1030,1040, 1050,1060,1070,1075, 1080,1090,1100,1110, 1115,1120,1130,1135, 1140,1150,1160,1170, 1180,1190,1195,1200, 1210	Special Park Pavement & Surfacing Improvements	• Measured and paid for as noted on Exhibit D3.
2010,2020,2030,2040, 2050,2060,2070,	Art Wall & Seat Walls	• Measured and paid for as noted on Exhibit D3.
3010,3020,3030,3040	Park Metals	• Measured and paid for as noted on Exhibit D3.
5010,5020,5030,5040, 5050,5060,5070,5080, 5090,5100,5110,5120, 5130,5140,5155,5160, 5170,5180,5190,5200, 5220,5230,5240,5250, 5260,5310,5320,5330,	Park Furnishings	• Stockpiled material payment will be required per subcontractor quote. • Measured and paid for as noted on Exhibit D3.
6000,6010,6020,6030, 6040,6050,6055,	Plant Schedule	• Measured and paid for as noted on Exhibit D3.
6110,6115,6120,6130, 6135,6140,6145,6150, 6160,6170,6180,6190, 6192,6194,6200,6205, 6210,6215,6220,6230,	Irrigation Plan	• Measured and paid for as noted on Exhibit D3.
8200,8210,8220,8230,	1" Water Service	• Measured and paid for as noted on Exhibit D3.
ALLOWANCES		
180	Sweeping (Allowance)	• Includes project sweeping to comply with Dust permit and SWPPP. • Measured and paid for on a cost-plus markup basis unless unit prices can be utilized where applicable.
7000	Repair/Replace Irrigation to remain (Allowance)	• Work to include removal, protection, and replacement of existing irrigation to maintain a continuous operating system. • Measured and paid for on a cost-plus markup basis unless unit prices can be utilized where applicable.
8005,8010,8020,8030, 8040,8050,8060,8070, 8080,8090,8100,	Park Lighting (Allowance)	• Lighting scope as detailed in the project specs and plans. • Measured and paid for on a cost-plus markup basis unless unit prices can be utilized where applicable.
10700	Construction Contingency	• For City-requested upgrades and changes per Construction Contract Article 15.4.2 Owner's Contingency.

ITEM NO.	DESCRIPTION	CLARIFICATION / ASSUMPTION
		• Measured and paid for on a cost-plus markups basis unless unit prices can be utilized where applicable.
CMAR FEE		
10100	CMAR Construction Fee	• Measured and paid on calculation of 8.5% of subtotal direct costs, contingencies, allowances, and job overhead.
BONDS AND INSURANCE		
10200	Insurance	• Measured and paid on calculation of 1.95% of subtotal for direct costs.
10300	Performance and Payment Bonds	• Measured and paid on calculation of .8% of subtotal for direct costs.

SALES TAX		
10400	Gross Receipts Tax	• Calculated based on 65% of 7.8% City of Chandler Sales Tax rate. • Calculations may be adjusted to match actual sales tax incurred (City rates could be subject to change during the duration of the project). • Measured and paid on calculation of 5.07% of subtotal direct costs, contingencies, allowances, job overhead, CMAR fee, bonds and insurance.

*** Allowance options with values are referenced above; allowance items can be reallocated to the base bid as requested.*

EXHIBIT D6: SUBCONTRACTOR AND SUPPLIER SOLICITATION DOCUMENTATION

JUNE 20, 2024 (REV-1)
CITY OF CHANDLER – GAZELLE MEADOWS PARK RENOVATIONS
CHANGE ORDER NO. 3 PROPOSAL
PROJECT NO: PR2107.203/AGC Project No. 4000103

See the following subcontractor and supplier award recommendations spreadsheet with quotes.

1) This Proposal is based on recommended awarded subcontractor and supplier resource values and related proposals summarized below and included in Exhibit D6. Lead times stated on quotes/proposals apply and are planned for in our proposed schedule (Exhibit D7). Costs and/or schedule impacts related to supply chain-related issues that may arise out of the vendor's or Achen-Gardner's control will be accommodated with the Construction Contingency or change order. Other vendor terms & conditions are between Achen-Gardner and the vendor(s) and are not a part of the Contract between the City and Achen-Gardner.
2) This summary reflects competitive bids with a specific scope/Schedule of Values provided to all subcontractors and suppliers at the time of solicitation. Actual quantities and extended totals reflected in the SOV may be different based on final quantity and cost adjustments due to ongoing revisions.

EXHIBIT D6
MAJOR SUBCONTRACTOR & SUPPLIER SOLICITATION SUMMARY AND RECOMMENDATIONS

SCOPE OF WORK / MATERIAL	SUBCONTRACTOR/SUPPLIER NAME	BID AMOUNT FOR 100% GMP	SELECTION NOTES
AGGREGATES	Affinity Materials	$ 78,540.60	Lowest, qualified bidder
ASPHALT	Vulcan Materials	$ 25,265.35	Lowest, qualified bidder
	Martin Marietta	$ 26,116.75	
DRINKING FOUNTAINS	Most Dependable Fountains	$ 14,930.00	Specified
ELECTRICAL	CS Construction	$ 230,608.00	Lowest, qualified bidder
LANDSCAPE & IRRIGATION, DECORATIVE BOULDERS & PAVERS	Sun Valley Landscaping	$ 467,257.25	Lowest, qualified bidder
PARK FURNISHINGS, PLAY EQUIPMENT, RAMADA & SAFE SURFACING	EXERPLAY	$ 230,012.57	Lowest, qualified bidder
PARK SHADE (TENSILE STRUCTURE)	Shade 'N Net	$ 94,222.00	Specified
WATER LINE PIPE PACKAGE	FERGUSON	$ 4,642.00	Lowest, qualified bidder
QUALITY CONTROL/MATERIAL TESTING	SAECO	$ 24,824.50	Lowest, qualified bidder
REDI MIXES	Core Readymix	$ 87,640.26	Lowest, qualified bidder
CONCRETE LION	CEMROCK	$ 38,035.00	Specified
SURVEY	Rick Engineering	$ 17,629.50	Lowest, qualified bidder
SWPPP	R&D Storm Water Management	$ 36,400.00	Lowest, qualified bidder

Quote Analysis Report

AGGREGATES AGGREGATES

Vendor Code							AFFINITYMATE	
Vendor Name							Affinity Materia	
Vendor Phone							6025587621	
Bid	**Activity**	**Resource**	**Desc**	**Quan**	**Unit**	**Plug Price**	**Unit Price**	
		2AGABC	ABC MAG	3,508.00	TN	20.0000	21.9500	
		2AGBEDSAND	SAND	55.00	TN	12.0000	28.0000	
		2AGRIPD5003	RIPRAP D50=3 IN	0.00	TN	50.0000	50.0000	P
		2AGRIPD5004	RIPRAP D50=4 IN	0.00	TN	55.0000	55.0000	P
Quoted Amount							78,541	
Plugged Amount							0	
Bond							0	
Mobilization							0	
% Adjustment							0	
$ Adjustment							0	
Total Adjustment							0	
Totals						70,820	78,541	
Diff From Plug							**7,721**	
Total Minority							0	

A 'P' beside a price indicates a plug price.
Green background indicates that the vendor is selected.

Quotation

Affinity Material Solutions, LLC
85 W. Combs Road
Suite 101, PMB 350
San Tan Valley, AZ 85140
(602) 558-7621
Sales@affinitymaterials.com

Affinity Material Solutions

Date	Quote #
4/18/2024	7562

Customer:
Achen Gardner Construction 2195 W. Chandler Blvd. Suite 200 Chandler, AZ 85224 480-940-1300

Project:
City of Chandler CMAR Gazelle Meadows Park Renovations 50 S McQueen Rd Chandler, AZ Paul

$25-$50/load fuel surcharge will be assessed for orders that are less than three loads per day.

Prepared By	P.O. No.	Ship Via	Truck Type	Valid Until	Taxable
SW		Delivery	End Dump	5/18/2024	

Qty	UOM	Material	Cost	Description	Amount
3,500	TN	MAG ABC Non Lime	21.95		76,825.00
55	TN	Concrete Sand	28.00		1,540.00

*Total dollar amount of quote is based on customer quantity requested. Final invoice is subject to change based on actual quantity delivered. Affinity Material Solutions' drivers will attempt to drop material where customer specifies, provided it does not interfere or endanger equipment and/or personnel. Affinity Material Solutions will not be responsible for damage caused to concrete, landscaping, or underground utilities due to customer designated drop locations. Invoices not paid within our credit terms will be assessed a Finance Charge. Cancellations of orders must be made no later than 4pm, the day before scheduled delivery, or a cancellation fee will be applied.

Total $78,365.00

If you have any questions concerning this quotation, please contact us at:
(602) 558-7621 or
sales@affinitymaterials.com

Thank you for your business!

ASPHALT ASPHALT

Vendor Code							ACG		VULCANMATERI		MARTINMARIET		
Vendor Name							ACG		Vulcan Material		Martin Marietta		
Vendor Phone									6022548465		4806397165		
Bid	**Activity**	**Resource**	**Desc**	**Quan**	**Unit**	**Plug Price**	**Unit Price**		**Unit Price**		**Unit Price**		
		2AC12EVAC	1/2 EVAC ASPHALT 70-10	245.00	TN	95.0000	101.6400		93.3000		96.5000		
		2ACCOLD	AC COLD MIX	1.00	TN	110.0000	121.0000		110.0000		110.0000		P
Quoted Amount							25,023		22,969		23,643		
Plugged Amount							0		0		110		
Bond							0		0		0		
Mobilization							0		0		0		
% Adjustment							0		2,297		2,364		
$ Adjustment							0		0		0		
Total Adjustment							0		2,297		2,364		
Totals						23,385	25,023		25,265		26,117		
Diff From Plug							1,638		**1,880**		2,732		
Total Minority							0		0		0		

A 'P' beside a price indicates a plug price.
Green background indicates that the vendor is selected.

Quotation

Vulcan Materials Company and Subsidiaries

Attn: Paul Elkstrom

Quote Name: CITY OF CHANDLER DETROIT BASIN (ACHEI
Quote #: 562204

ACHEN-GARDNER CONSTRUCTION LLC
2195 W. CHANDLER BLVD, Suite 200
CHANDLER, AZ 85224
Acct#: 213235

CHANDLER BLVD & MCQUEEN RD / CHANDL
AZ051100
CHANDLER, AZ 85225

Date:	Wednesday, April 17, 2024
Quote Created:	Monday, March 27, 2023
Effective From:	Wednesday, April 17, 2024
Quote Expiration:	Friday, May 17, 2024
Price Expiration:	Tuesday, December 31, 2024

Sales Rep : Lyndsay Ervine
2625 E University
PHOENIX, AZ 85034
Phone: 480-647-5404
Fax :
Email: ervinel@vmcmail.com

Special Instructions:

All daily orders under 100 tons of asphalt are subject to Gomez Price plus the haul.

PLANT PREMIUMS
Prices quoted are for regular business hours: Monday - Friday, 6 AM to 5 PM. Plant premiums will apply for nightwork and/or weekends. Overtime will be subject to a charge of $350.00 per hour.

TRUCKING ADDITIONAL FEES
Trucking is based on availability and Vulcan Materials will not be held responsible for schedule impacts due to trucking shortages. The delivered price is based on 23.50 tons (full load); a short load fee will apply if under 23.50 tons. Truck stand-by will be charged on-site after the first 20 minutes at the rate of $100 per hour or $1.67 per minute. All night work will be subject to an 8-hour minimum hourly haul charge and subject to additional charges pending the hauler charging an additional 8 hrs due to days' worth of work that is lost. Any cancellation of night work needs to be done 24 hours ahead of schedule. All weekend work will be subject to a 4-hour minimum hourly haul charge. A fuel surcharge of 6% will be added to either our delivered hourly or tonnage haul rates when diesel fuel reaches $4.00 per gallon. This rate will increase by 2% for each additional $0.25 increase in the price per gallon. This rate will be charged or removed monthly.

Vulcan Material plants are commercial asphalt sources that provide a wide range of mixes to multiple customers on a production day. Every effort is made to ensure production quantities and times for each customer are met. Vulcan will not be responsible for project or trucking impacts due to the availability to all of our customers. Due to current aggregate demand, the quote is also subject to product or material availability. Production is scheduled based on a first-come, first-served basis as available.

The quote is subject to product or material availability due to current aggregate demand.

ASPHALT

Plant	Product Name	Product #	Qty	U/M	FOB Plant	Haul Rate	Delivered
SAN TAN HMA	3/4" EVAC PG 70-10	231517T	1,500	Tons	$81.00	11.30	$92.30
		Truck Type	STD FRT RATE				
SAN TAN HMA	1/2" EVAC PG 70-10	331517T	1,815	Tons	$82.00	11.30	$93.30
		Truck Type	STD FRT RATE				

MyVulcan™ Your account. Anytime. Anywhere. www.MyVulcan.com

Other Charges

Environmental Fee -Agg & Asphalt at $4.00 / Load

Prices quoted above do not include any state or local sales and use tax, if any applies for this project.

Prices quoted are for shipments during normal daytime working hours unless other shipping hours are mutually agreed upon in writing by both parties.

Prices are FOB your jobsite as stated above. Terms are Net 15 prox. Please note standard terms and conditions apply. (Subject to credit approval)

This quote is limited to acceptance within 30 days from the date of this quotation after which time quotation is subject to review/revision. Please contact Sales prior to placing the order.

Accepted by: _____ **Date:** _____

Sales Representative: _____ **Date:** _____

We appreciate the opportunity to provide you this quote and trust that Vulcan will have the pleasure of serving your needs for this and future projects.

GENERAL TERMS AND CONDITIONS

PRICES AND TERMS

Prices are based on the terms and conditions set forth on page 1 of this Quotation, of which these General Terms and Conditions form a part, the terms and conditions stated in Customer's Application for Business Credit, and, if applicable, any terms and conditions relating to the delivery or shipment of materials by truck, barge, vessel, rail or other means which are provided by Vulcan to Customer in addition to this Quotation (each, a "Vulcan Sales Document", and collectively, the "Vulcan Sales Documents"). Prices are available only to the customer specifically named therein, and are only for the quantities mentioned in such Quotation or Sales Order plus or minus 10% of such quantities. A charge of 1.5% per month, (18% annum), will accrue on a daily basis from the date of invoice and will continue to accrue on a daily basis on any unpaid balance, both before and after judgment, until the date the balance is paid in full, or at the maximum amount permitted by law in which the sale occurred, whichever is less. **However, the assessment of a finance charge on invoices paid in full by the payment due date will be waived.** Quotation is offered for furnishing the total aggregate requirements for the project only. Customer's contract with Vulcan regarding the sale by Vulcan to Customer of the materials listed in this Quotation is subject to the terms and conditions set forth in the Vulcan Sales Documents. Prices reflect Customer's acceptance of materials at the quoted plant based upon gradation analysis performed and reported by Vulcan's certified plant quality control personnel. Any penalties that result from in place sampling shall be the full responsibility of Customer.

THE TERMS AND CONDITIONS OF THE VULCAN SALES DOCUMENTS GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES

If Customer has issued a purchase order for the materials quoted by Vulcan in this Quotation, this Quotation is not an acceptance of said purchase order, or any of its terms or conditions, which are hereby rejected. Any sale by Vulcan to Customer of the materials listed in this Quotation shall be subject to the terms and conditions set forth in the Vulcan Sales Documents, and Customer's receipt or acceptance of said materials shall constitute acceptance of the offer that this Quotation constitutes. Any terms or conditions of a subsequent purchase order issued by Customer that are inconsistent with the terms and conditions of the Vulcan Sales Documents shall be null and void.

SHIPMENT AND DELIVERY

Unless a "delivered" price is quoted by Vulcan in the Vulcan Sales Documents, all prices are F.O.B. point of shipment from the locations designated. All taxes applicable to the sale or delivery of materials that are not paid directly by Customer will be added to the sales price, invoiced to and paid by Customer, unless Customer provides Vulcan with satisfactory evidence of exemption from same. Shipment will be in accordance with Customer's reasonable instructions or, if none, then by whatever means Vulcan shall deem practicable. The quantities of material delivered to Customer shall be conclusively presumed to be the quantities shown on the tickets produced from a certified weigh scale at Vulcan's quarry or sales yard.

CREDIT AND DEFAULT

Vulcan shall have no obligation to ship or deliver except upon its determination prior to each shipment or delivery that Customer is worthy of the credit to be extended and is not in default upon any obligation to Vulcan. Upon default, Customer agrees to pay all of Vulcan's collection expenses, including attorneys' fees.

INSURANCE

A Memorandum of Insurance containing current information regarding Vulcan's insurance program is available at <https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=632529479>.

EXCULPATORY PROVISIONS

Vulcan shall have no liability for delay or failure to make shipments, or delivery, as a result of strikes, labor problems, severe weather conditions, casualty, mechanical breakdown or other conditions beyond Vulcan's reasonable control. In no event shall Vulcan be liable for any incidental or consequential damages. Vulcan's liability and Customer's exclusive remedy for any cause of action arising out of the provision of material quoted herein shall be the replacement of, or payment of the purchase price for, the materials which are the subject of this Quotation.

CHANGE OF TERMS

Vulcan may change the price and/or quantity upon 30 days' notice to Customer. Vulcan shall also have right to change, modify or amend any other terms and conditions upon written notice of such change to customer. The effect of the change shall be as stated in the written notice and accepted by Customer upon placing of orders with seller following receipt of such notice.

APPLICABLE LAW

All orders are subject to acceptance by Vulcan at the headquarters of its Mountain West Division in Phoenix, Arizona, and the laws of the state in which the materials was shipped from shall apply to the sale of all materials subject hereto. In the event material is imported into the U.S., the law in the state in which the material was sold to the customer will prevail. All disputes regarding finance charges shall be governed by Alabama law.

LIMITED WARRANTY AND WARRANTY DISCLAIMER

Vulcan warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Vulcan's specifications for said material or the specifications set forth in Vulcan's quotation. **VULCAN HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specifications described above, Vulcan makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to Customer's job or to said material as used by Customer. VULCAN SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATIONS, OR FOR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.

BOULDERS BOULDERS

Vendor Code							SUNVALLEYLAN		ROCKPRO	
Vendor Name							Sun Valley Lan		ROCK PROS USA	
Vendor Phone							4808980533		4805915151	
Bid	**Activity**	**Resource**	**Desc**	**Quan**	**Unit**	**Plug Price**	**Unit Price**		**Unit Price**	
5160	2002400	4LSCAPE	BOULDER A	44.00	EA	350.0000	350.0000		0.0000	
5170	2002400	4LSCAPE	BOULDER B	15.00	EA	750.0000	750.0000		0.0000	
Quoted Amount							26,650		0	
Plugged Amount							0		0	
Bond							0		0	
Mobilization							0		0	
% Adjustment							0		0	
$ Adjustment							0		0	
Total Adjustment							0		0	
Totals						26,650	26,650		0	
Diff From Plug							**0**		-26,650	
Total Minority							0		0	

A 'P' beside a price indicates a plug price.
Green background indicates that the vendor is selected.

Sun Valley Landscape
1999 W. Houston Ave. Apache Junction, AZ 85120
Air Force Veteran Owned and Operated
Phone: (480) 898-0533
Fax: (480) 898-1864
ROC #133935

GAZELLE MEADOWS PARK RENOVATIONS - CHANDLER - 100% PLANS

BID ITEM	DESCRIPTION	QTY	UNIT	COST	TOTAL
	ESCALATIONS MAY BE REQUIRED ON PVC, RESIN BASED MATERIALS AND METAL BASED MATERIALS DUE TO A VOLITALE MARKET				
	DUE TO AVAILABILITY OF PLANT MATERIAL AND TREES DURING INSTALLATION. SUBSTITUTIONS MAY BE REQUIRED				
BOULDERS					
	BOULDERS - 1 X 2 X 2 - COLOR TBD	44	EA	$350.00	$15,400.00
	BOULDERS - 2 X 3 X 3 - COLOR TBD	15	EA	$750.00	$11,250.00
FLAGSTONE					
	FLAGSTONE STEPPERS - NATURAL - 2 X 2 X 4" - SAND SET	30	EA	$185.00	$5,550.00
INERTS					
	1/2" MINUS DG - COLOR TBD - 2" DEPTH	35,710	SF	$1.20	$42,852.00
	4" - 6" RIP RAP - COLOR - TBD - 6" DEPTH	626	SF	$6.00	$3,756.00
	1/4" MINUS COMPACTED DG - COLOR TBD - 4" DEPTH	3,670	SF	$4.85	$17,799.50
SWALE FLOWLINE					
	SWALE FLOWLINE	376	LF	$ 6.50	$ 2,444.00
ARTIFICIAL TURF					
	ARTIFICIAL TURF - KOOL K9	1,024	SF	$10.00	$10,240.00
CONTROLLER					
	CONTROLLER - BASELINE - 1000 - PEDESTAL MOUNTED	1	EA	$11,703.42	$11,703.42
	CONTROL WIRE	45,000	LF	$0.35	$15,750.00
	PE 89 6 PAIR 22GA	1,100	LF	$2.58	$2,832.50
IRRIGATION- PIPE					
	2 1/2" MAINLINE - SCH40	3,180	LF	$5.58	$17,740.83
	1" SHRUB AND TREE LATERALS - SCH40	11,180	LF	$1.13	$12,577.50
	2" SLEEVING - SCH40	1,140	LF	$2.93	$3,334.50
	6" SLEEVING - SCH40	240	LF	$17.63	$4,230.00
	TURF LATERALS - SCH40	3,360	LF	$2.60	$8,736.00
IRRIGATION- VALVE/FITTINGS					
	2 1/2" GATE VALVE - NIBCO - 580 - IN 10" VALVE BOX	4	EA	$1,958.74	$7,834.95
	2 1/2" MASTER VALVE - BUCKNER - 3200	1	EA	$1,219.68	$1,219.68
	FLOW SENSOR - HUNTER - HC-150	1	EA	$891.45	$891.45
	1" DRIP VALVES - HUNTER - ICZ-101-25 W/ FILTER, RUGULATOR AND BRASS ISOLATION VALVE	11	EA	$713.60	$7,849.60
	1", 1 1/2", & 2" - TURF VALVES - ICV-101G, 151G OR 200G - W/ BRASS ISOLATION VALVE	13	EA	$1,003.70	$13,048.10
	FLUSH END CAPS - SOEAR -M-66-P/AP-100	16	EA	$69.75	$1,116.00
	1" QUICK COUPLER - HUNTER - HQ-44LRC - IN 10" VALVE BOX	1	EA	$627.35	$627.35
	AIR/VACUUM PRESSURE RELEASE	1	EA	$1,861.23	$1,861.23
	ROTORS - HUNTER - I20	138	EA	$85.85	$11,847.30
	MULTI PORT EMITTERS - IN 6" VALVE BOX - TREES	402	EA	$52.15	$20,964.30
	MULTI PORT EMITTERS - IN 6" VALVE BOX - SHRUBS	486	EA	$39.90	$19,391.40
ALLOWANCE	IRRIGATION ALLOWANCE	1	LS	$25,000.00	$25,000.00
GRASSES - 1 GAL					
	PINK MUHLY	102	EA	$18.00	$1,836.00
	DEER GRASS	107	EA	$16.00	$1,712.00
ACCENTS 5 GAL					
	TOOTHLESS DESERT SPOON	36	EA	$35.00	$1,260.00
	OCTOPUS AGAVE	39	EA	$35.00	$1,365.00
	RUSH MILKWEED	53	EA	$35.00	$1,855.00
	SMOOTH AGAVE	36	EA	$35.00	$1,260.00
	OUTBACK SUNRISE	34	EA	$25.00	$850.00
SHRUB- 5 GAL					
	CREOSOTE	76	EA	$35.00	$2,660.00
	BAJA RED FAIRY DUSTER	142	EA	$25.00	$3,550.00
	OUTBACK SUNRISE	64	EA	$25.00	$1,600.00
	DESERT LAVENDER	8	EA	$35.00	$280.00
	TURPENTINE BUSH	19	EA	$35.00	$665.00
	FALSE HEATHER	25	EA	$35.00	$875.00
SHRUB- 15 GAL					
	RED BIRD OF PARADISE	17	EA	$200.00	$3,400.00
TREES - 36" BOX					
	RED PUSH PISTACHE	24	EA	$750.00	$18,000.00
	IRONWOOD - MULTI TRUNK	10	EA	$950.00	$9,500.00
	EVERGREEN ELM	7	EA	$850.00	$5,950.00
	SOUTHERN LIVE OAK	28	EA	$750.00	$21,000.00
	GHOST GUM	8	EA	$950.00	$5,700.00
	DESERT WILLOW	5	EA	$750.00	$3,750.00
	MULGA	7	EA	$950.00	$6,650.00
STOLONS					
	SOD - MIDIRON	31,914	SF	$2.45	$78,189.30
SALVAGE LOG					
	TREE #58 - TRIM ALL 6" OR SMALLER - USE IN LANDSCAPE	1	EA	$850.00	$850.00
MOBILIZATION					
	MOBILIZATION	1	LS	$2,500.00	$2,500.00
MISC.	TREE STAKES, FERTILIZER TABLETS, PLANTING PIT MATERIAL	1	LS	$8,500.00	$8,500.00
ALTERNATE:	NONE	TOTAL:		$481,604.90	

EXCLUDES:

- ABC
- ACTS OF GOD
- ART AND INSTALLATION
- BACKFLOW PREVENTER - EXISTING
- BARRICADES
- BENCHES
- BERMING
- BIKE RACKS
- BOOSTER PUMP
- BONDING
- BORING
- CLEARING
- CONCRETE HEADER
- CONCRETE LION
- CURBING
- DEMO OF TREES
- DOG WASTE STATIONS
- DRINKING FOUNTAINS
- DUCTILE IRON
- ELECTRICAL RUNS & PULL BOXES
- ENGINEERED WOOD FIBER
- EROSION CONTROL
- FENCING AND INSTALLATION
- GRADES +/- .10

Sun Valley Landscape
1999 W. Houston Ave. Apache Junction, AZ 85120
Air Force Veteran Owned and Operated
Phone: (480) 898-0533
Fax: (480) 898-1864
ROC #133935

GAZELLE MEADOWS PARK RENOVATIONS - CHANDLER - 100% PLANS

BID ITEM	DESCRIPTION	QTY	UNIT	COST	TOTAL
	GRILLS				
	GROUTED RIP RAP				
	GRUBBING				
	HARD DIG - , IF 310 BACKHOE CANNOT DIG, THERE WILL BE AN ADDITONAL CHARGE.				
	IF 2300DITCH WITCH TRENCHER CONNOT DIG, THERE WILL BE AN ADDITONAL CHARGE.				
	IMPORT/EXPORT OF SOIL				
	IRRIGATION CONSULTING FEES				
	IRRIGATION FOR NATIVE SEEDING				
	MUSHROOM STEPPERS				
	NATIVE SEEDING				
	NIGHT WORK				
	OFF DUTY POLICE				
	PAVERS				
	PERMITS				
	PLAY SAND				
	PICNIC TABLES				
	PORTA JOHN MUST BE PROVIDED				
	POTS				
	PROTECT IN PLACE				
	PURPLE PIPE				
	RAIN SENSOR				
	RAMADAS				
	RELOCATES				
	RESTORATIONS				
	ROOT BARRIER				
	SALES TAX				
	SALVAGE BOULDERS				
	SALVAGE CONCRETE				
	SAW CUTTING AND PATCHING OF ASPHALT & CONCRETE				
	SEEDING				
	SHOTECREEK BANK				
	SITE DEMO				
	SITE DUST CONTROL				
	SITE FURNISHINGS				
	SLURRY				
	SOIL TESTING				
	SPORT COURTS				
	STAKING AND ROPING OF NAOS				
	STEEL EDGING				
	STEEL GRATES				
	STREET SWEEPING				
	STRUCTURAL SOIL				
	THIRD PARTY DAMAGE OR VANDALISM				
	TRAFFIC CONTROL				
	TRASH RECEPTICLES				
	TRELLIS'				
	WATER METER				
	Owner/GC will provide water to site or will reimburse Sun Valley for any expenses associated with said meter and water usage.				

INCLUDES:

Includes 2 mobilization, any additional MOB's will be charged @ $750.00 each.

DISCLAIMER:

- Price good for 30 days. All price quotations are subject to change without notice, even after bid is accepted. Due to current market fluctuations all quotes for resin based products (including PVC Pipe) are good for 5 days, unless otherwise stated.
- Due to the volatile market and tariffs on certain materials bids are valid for 30 days. Escalations may be required on irrigation parts, piping and inert materials.
- Net 30 days unless otherwise indicated or negotiated.
- Prices good only if this proposal is made a part of the contract documents.
- Escalations may be required on any materials after 90 days from the bid date including Tree and Shrubs.
- Understand that in some case our bids may consist of special group pricing, discounts, etc. If we are asked to remove a bid item from our original quote, be advised that this may/or may not affect the bid's pricing as a whole. If the reduction of the line item is significant enough, SVL may be forced to remove our bid from the project completely. This includes even after SVL has been awarded and/or signed the contract for the project. We reserve the right at any time that these changes are being requested by the General Contractor, to make the decision whether or not we will continue on the project.

LIMITED WARRANTY:

Trees, Shrubs, Accents and Groundcover material is covered with an up to (90) day limited warranty, as long as installed and purchased through Sun Valley Landscape. Planting material newly installed will suffer some form of transplant shock, particularly during the hotter months. It is imperative that planting material receive proper care, so to minimize this stress. We will replace planting material during our maintenance period, if necessary. However, once this period end, if planting material has any issues and in need of replacement, the owner/General Contractor must provide proof that this material was properly cared for (to include sufficient water and fertilizer, as as needed). During the (90) day limited warranty period, we will only replace a tree once, should they die. Sun Valley Landscape will also advise when the best time for the replacement is to occur, choosing the most effective, optimum replacement period for the replacement. Sun Valley Landscape assumes no responsibility for replacement of planting material killed or damaged by pest, insect infestation, abnormal weather conditions, nor will we replace any planting material experiencing "seasonal die-back". Owner/General Contractor will insure proper care of all planting material, or any implied or contractual warranties will be immediately voided. WATER!!

DECOPAVERS DECOPAVERS

Vendor Code							SUNVALLEYLAN	
Vendor Name							Sun Valley Lan	
Vendor Phone							4808980533	
Bid	**Activity**	**Resource**	**Desc**	**Quan**	**Unit**	**Plug Price**	**Unit Price**	
110	2102110	4DECOPAVER	MOBILIZATION	1.00	LS	0.0000	1.0000	
1190	2001000	4DECOPAVER	FLAGSTONE STEPPER	16.00	EA	100.0000	185.0000	
1195	2001000	4DECOPAVER	FLAGSTONE STEPPER @ SWA	14.00	EA	185.0000	185.0000	
Quoted Amount							5,551	
Plugged Amount							0	
Bond							0	
Mobilization							0	
% Adjustment							0	
$ Adjustment							0	
Total Adjustment							0	
Totals						4,190	5,551	
Diff From Plug							1,361	
Total Minority							0	

A 'P' beside a price indicates a plug price.
Green background indicates that the vendor is selected.

Sun Valley Landscape
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Air Force Veteran Owned and Operated
Phone: (480) 898-0533
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ROC #133935

GAZELLE MEADOWS PARK RENOVATIONS - CHANDLER - 100% PLANS

BID ITEM	DESCRIPTION	QTY	UNIT	COST	TOTAL
	ESCALATIONS MAY BE REQUIRED ON PVC, RESIN BASED MATERIALS AND METAL BASED MATERIALS DUE TO A VOLITALE MARKET				
	DUE TO AVAILABILITY OF PLANT MATERIAL AND TREES DURING INSTALLATION. SUBSTITUTIONS MAY BE REQUIRED				
BOULDERS					
	BOULDERS - 1 X 2 X 2 - COLOR TBD	44	EA	$350.00	$15,400.00
	BOULDERS - 2 X 3 X 3 - COLOR TBD	15	EA	$750.00	$11,250.00
FLAGSTONE					
	FLAGSTONE STEPPERS - NATURAL - 2 X 2 X 4" - SAND SET	30	EA	$185.00	$5,550.00
INERTS					
	1/2" MINUS DG - COLOR TBD - 2" DEPTH	35,710	SF	$1.20	$42,852.00
	4" - 6" RIP RAP - COLOR - TBD - 6" DEPTH	626	SF	$6.00	$3,756.00
	1/4" MINUS COMPACTED DG - COLOR TBD - 4" DEPTH	3,670	SF	$4.85	$17,799.50
SWALE FLOWLINE					
	SWALE FLOWLINE	376	LF	$ 6.50	$ 2,444.00
ARTIFICIAL TURF					
	ARTIFICIAL TURF - KOOL K9	1,024	SF	$10.00	$10,240.00
CONTROLLER					
	CONTROLLER - BASELINE - 1000 - PEDESTAL MOUNTED	1	EA	$11,703.42	$11,703.42
	CONTROL WIRE	45,000	LF	$0.35	$15,750.00
	PE 89.6 PAIR 22GA	1,100	LF	$2.58	$2,832.50
IRRIGATION- PIPE					
	2 1/2" MAINLINE - SCH40	3,180	LF	$5.58	$17,740.83
	1" SHRUB AND TREE LATERALS - SCH40	11,180	LF	$1.13	$12,577.50
	2" SLEEVING - SCH40	1,140	LF	$2.93	$3,334.50
	6" SLEEVING - SCH40	240	LF	$17.63	$4,230.00
	TURF LATERALS - SCH40	3,360	LF	$2.60	$8,736.00
IRRIGATION- VALVE/FITTINGS					
	2 1/2" GATE VALVE - NIBCO - 580 - IN 10" VALVE BOX	4	EA	$1,958.74	$7,834.95
	2 1/2" MASTER VALVE - BUCKNER - 3200	1	EA	$1,219.68	$1,219.68
	FLOW SENSOR - HUNTER - HC-150	1	EA	$891.45	$891.45
	1" DRIP VALVES - HUNTER - ICZ-101-25 W/ FILTER, RUGULATOR AND BRASS ISOLATION VALVE	11	EA	$713.60	$7,849.60
	1", 1 1/2", & 2" - TURF VALVES - ICV-101G, 151G OR 200G - W/ BRASS ISOLATION VALVE	13	EA	$1,003.70	$13,048.10
	FLUSH END CAPS - SOEAR -M-66-P/AP-100	16	EA	$69.75	$1,116.00
	1" QUICKCOUPLER - HUNTER - HQ-44LRC - IN 10" VALVE BOX	1	EA	$627.35	$627.35
	AIR/VACUUM PRESSURE RELEASE	1	EA	$1,861.23	$1,861.23
	ROTORS - HUNTER - I20	138	EA	$85.85	$11,847.30
	MULTI PORT EMITTERS - IN 6" VALVE BOX - TREES	402	EA	$52.15	$20,964.30
	MULTI PORT EMITTERS - IN 6" VALVE BOX - SHRUBS	486	EA	$39.90	$19,391.40
ALLOWANCE	IRRIGATION ALLOWANCE	1	LS	$25,000.00	$25,000.00
GRASSES - 1 GAL					
	PINK MUHLY	102	EA	$18.00	$1,836.00
	DEER GRASS	107	EA	$16.00	$1,712.00
ACCENTS 5 GAL					
	TOOTHLESS DESERT SPOON	36	EA	$35.00	$1,260.00
	OCTOPUS AGAVE	39	EA	$35.00	$1,365.00
	BUSH MILKWEED	53	EA	$35.00	$1,855.00
	SMOOTH AGAVE	36	EA	$35.00	$1,260.00
	OUTBACK SUNRISE	34	EA	$25.00	$850.00
SHRUB- 5 GAL					
	CREOSOTE	76	EA	$35.00	$2,660.00
	BAJA RED FAIRY DUSTER	142	EA	$25.00	$3,550.00
	OUTBACK SUNRISE	64	EA	$25.00	$1,600.00
	DESERT LAVENDER	8	EA	$35.00	$280.00
	TURPENTINE BUSH	19	EA	$35.00	$665.00
	FALSE HEATHER	25	EA	$35.00	$875.00
SHRUB- 15 GAL					
	RED BIRD OF PARADISE	17	EA	$200.00	$3,400.00
TREES - 36" BOX					
	RED PUSH PISTACHE	24	EA	$750.00	$18,000.00
	IRONWOOD - MULTI TRUNK	10	EA	$950.00	$9,500.00
	EVERGREEN ELM	7	EA	$850.00	$5,950.00
	SOUTHERN LIVE OAK	28	EA	$750.00	$21,000.00
	GHOST GUM	6	EA	$950.00	$5,700.00
	DESERT WILLOW	5	EA	$750.00	$3,750.00
	MULGA	7	EA	$950.00	$6,650.00
STOLONS					
	SOD - MIDIRON	31,914	SF	$2.45	$78,189.30
SALVAGE LOG					
	TREE #58 - TRIM ALL 6" OR SMALLER - USE IN LANDSCAPE	1	EA	$850.00	$850.00
MOBILIZATION					
	MOBILIZATION	1	LS	$2,500.00	$2,500.00
MISC.	TREE STAKES, FERTILIZER TABLETS, PLANTING PIT MATERIAL	1	LS	$8,500.00	$8,500.00
ALTERNATE:	NONE	TOTAL:		$481,404.90	

EXCLUDES:

ASC
ACTS OF GOD
ART AND INSTALLATION
BACKFLOW PREVENTER - EXISTING
BARRICADES
BENCHES
BERMING
BIKE RACKS
BOOSTER PUMP
BONDING
BORING
CLEARING
CONCRETE HEADER
CONCRETE LION
CURBING
DEMO OF TREES
DOG WASTE STATIONS
DRINKING FOUNTAINS
DUCTILE IRON
ELECTRICAL RUNS & PULL BOXES
ENGINEERED WOOD FIBER
EROSION CONTROL
FENCING AND INSTALLATION
GRADES +/- .10

Sun Valley Landscape
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Phone: (480) 898-0533
Fax: (480) 898-1864
ROC #133935

GAZELLE MEADOWS PARK RENOVATIONS - CHANDLER - 100% PLANS

BID ITEM	DESCRIPTION	QTY	UNIT	COST	TOTAL
	GRILLS				
	GROUTED RIP RAP				
	GRUBBING				
	HARD DIG - , IF 310 BACKHOE CANNOT DIG, THERE WILL BE AN ADDITONAL CHARGE.				
	IF 2300DITCH WITCH TRENCHER CONNOT DIG, THERE WILL BE AN ADDITONAL CHARGE.				
	IMPORT/EXPORT OF SOIL				
	IRRIGATION CONSULTING FEES				
	IRRIGATION FOR NATIVE SEEDING				
	MUSHROOM STEPPERS				
	NATIVE SEEDING				
	NIGHT WORK				
	OFF DUTY POLICE				
	PAVERS				
	PERMITS				
	PLAY SAND				
	PICNIC TABLES				
	PORTA JOHN MUST BE PROVIDED				
	POTS				
	PROTECT IN PLACE				
	PURPLE PIPE				
	RAIN SENSOR				
	RAMADAS				
	RELOCATES				
	RESTORATIONS				
	ROOT BARRIER				
	SALES TAX				
	SALVAGE BOULDERS				
	SALVAGE CONCRETE				
	SAW CUTTING AND PATCHING OF ASPHALT & CONCRETE				
	SEEDING				
	SHOTECREEK BANK				
	SITE DEMO				
	SITE DUST CONTROL				
	SITE FURNISHINGS				
	SLURRY				
	SOIL TESTING				
	SPORT COURTS				
	STAKING AND ROPING OF NAOS				
	STEEL EDGING				
	STEEL GRATES				
	STREET SWEEPING				
	STRUCTURAL SOIL				
	THIRD PARTY DAMAGE OR VANDALISM				
	TRAFFIC CONTROL				
	TRASH RECEPTICLES				
	TRELLIS'				
	WATER METER				
	Owner/GC will provide water to site or will reimburse Sun Valley for any expenses associated with said meter and water usage.				

INCLUDES:

Includes 2 mobilization, any additional MOB's will be charged @ $750.00 each.

DISCLAIMER:

- Price good for 30 days. All price quotations are subject to change without notice, even after bid is accepted. Due to current market fluctuations all quotes for resin based products (including PVC Pipe) are good for 5 days, unless otherwise stated.
- Due to the volatile market and tariffs on certain materials bids are valid for 30 days. Escalations may be required on irrigation parts, piping and inert materials.
- Net 30 days unless otherwise indicated or negotiated.
- Prices good only if this proposal is made a part of the contract documents.
- Escalations may be required on any materials after 90 days from the bid date including Tree and Shrubs.
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LIMITED WARRANTY:

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DRNKGFNTN DRINKING FOUNTAIN

Vendor Code							MDF	
Vendor Name							MOST DEPENDA	
Vendor Phone							9018670039	
Bid	**Activity**	**Resource**	**Desc**	**Quan**	**Unit**	**Plug Price**	**Unit Price**	
5040	5040100	4PFDF	DRINKING FOUNTAIN @ PLA	1.00	EA	5,000.0000	5,875.0000	
5050	5050100	4PGDFWC	DRINKING FOUNTAIN WITH	1.00	EA	10,000.0000	7,205.0000	
Quoted Amount							13,080	
Plugged Amount							0	
Bond							0	
Mobilization							0	
% Adjustment							0	
$ Adjustment							0	
FRT							1,850	
Total Adjustment							1,850	
Totals						15,000	14,930	
Diff From Plug							-70	
Total Minority							0	

A 'P' beside a price indicates a plug price.
Green background indicates that the vendor is selected.

Quote

MOST DEPENDABLE FOUNTAINS, INC.
5705 Commander Dr. Arlington, TN 38002

Quote QTE72849
Date 12/6/2023
Page 1/1

Quoted by:

(901) 867-0039

Bill To: ACHEN-GARDNER ENGINEERING, LLC
550 SOUTH 79TH STREET
CHANDLER AZ 85226

Ship To: ACHEN-GARDNER ENGINEERING, LLC
ACHEN-GARDNER ENGINEERING, LLC
550 SOUTH 79TH STREET
CHANDLER AZ 85226

Purchase Order No.	Customer ID		Shipping Method	Payment Terms	Req Ship Date	Master No.
	480-940-4576		FEDEX FREIGHT	NET 30	0/0/0000	141,277

Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	10145 SMSS	10145 SMSS ADA BOTTLE FILLER	EA	$0.00000	$4,575.00000	$4,575.00
1	PET FTN ATT.SMS	ATTACHED PET FOUNTAIN	EA	$0.00000	$1,040.00000	$1,040.00
1	TEMPLATE 10 NS	TEMPLATE 10" INTERNAL SURFACE MOUNT RING	EA	$0.00000	$260.00000	$260.00
1	10145-18 SMSS	10145-18 SMSS CHILLED ADA BOTTLE FILLER	EA	$0.00000	$6,595.00000	$6,595.00
1	TEMPLATE 18 NS	TEMPLATE 18 NS INTERNAL SURFACE MOUNT RING	EA	$0.00000	$305.00000	$305.00

WE ACCEPT CHECK OR CREDIT CARD AT THE TIME OF ORDER. LEAD TIME ISRUNNING UP TO 10 WEEKS QUOTED BY SARAH PLEASE EMAIL PO TO SARAH@MOSTDEPENDABLE.COM

Subtotal	$12,775.00
Freight	$850.00
Tax	$0.00
Total	$13,625.00

ONE YEAR WARRANTY. LABOR NOT INCLUDED
PRICES SUBJECT TO CHANGE WITHOUT NOTICE
CALIFORNIA SALES TAX IS SUBJECT TO CHANGE BASED ON SHIP TO ZIP CODE

LANDSCAPE LANDSCAPE

Vendor Code							SUNVALLEYLAN
Vendor Name							Sun Valley Lan
Vendor Phone							4808980533
Bid	**Activity**	**Resource**	**Desc**	**Quan**	**Unit**	**Plug Price**	**Unit Price**
110	2102110	4LSCAPE	MOBILIZATION	1.00	LS	2,795.8500	2,500.0000
170	2002400	4LSCAPE	SUBCONTRACTOR BOND COS	1.00	LS	0.0000	7,224.0740
500	2002400	4LSCAPE	DEMO EXISTING TREES	12.00	EA	1,050.0000	1,050.0000
510	2002400	4LSCAPE	SALVAGE EXISTING TREES	4.00	EA	1,865.0000	2,865.0000
1050	2002400	4LSCAPE	DECOMPOSED GRANITE- 1/2	35,710.00	SF	1.2000	1.2000
1060	2002400	4LSCAPE	COMPACTED DG	3,670.00	SF	4.7500	4.8500
1070	2002400	4LSCAPE	RIP RAP, 1-3"	0.00	SF	3.8500	0.0000
1075	2002400	4LSCAPE	RIP RAP, 4-6"	626.00	SF	7.2700	6.0000
1080	2002400	4LSCAPE	SWALE FLOWLINE	376.00	LF	6.5000	6.5000
1140	2002400	4LSCAPE	ARTIFICIAL TURF	1,024.00	SF	10.0000	10.0000
1170	1170100	4LSCAPE	PLAY SAND	215.00	SF	33.2900	33.2900
6000	2002400	4LSCAPE	36" BOX TREES	87.00	EA	815.0000	810.9200
6010	2002400	4LSCAPE	PROTECT EXISTING TREE	61.00	EA	85.0000	85.0000
6020	2002400	4LSCAPE	NEW TURF	31,914.00	SF	2.4500	2.4500
6030	2002400	4LSCAPE	1 GALLON SHRUB	209.00	EA	17.0000	16.9760
6040	2002400	4LSCAPE	5 GALLON SHRUB	532.00	EA	30.0800	30.4887
6050	2002400	4LSCAPE	15 GALLON SHRUB	17.00	EA	200.0000	200.0000
6055	2002400	4LSCAPE	TREE STAKES, FERTILIZER T	1.00	LS	8,500.0000	8,500.0000
6110	2002400	4LSCAPE	1" SCH 40 PVC PIPE LATERA	6,930.00	LF	1.9500	1.1300
6115	2002400	4LSCAPE	1" SCH 40 PVC PIPE LATERA	4,250.00	LF	1.9500	1.1300
6120	2002400	4LSCAPE	21/2" SCH 40 PVC PIPE MAIN	3,180.00	LF	6.6500	5.5800
6130	2002400	4LSCAPE	BUCKNER SUPERIOR MASTER	1.00	EA	1,020.2300	1,219.6800
6135	2002400	4LSCAPE	BASELINE 1000 CONVENTIO	1.00	EA	11,142.8000	11,703.4200
6140	2002400	4LSCAPE	CONTROL WIRE SEPERATION	45,000.00	LF	0.3500	0.3500
6145	2002400	4LSCAPE	PE89 6 PAIR 22 GA	1,100.00	LF	2.5800	2.5800
6150	2002400	4LSCAPE	CRISPIN AIRVAC RELEASE AS	1.00	EA	1,691.4300	1,861.2300
6160	2002400	4LSCAPE	HUNTER(DRIP ZONE) ICZ-10	11.00	EA	861.8000	713.6000
6170	2002400	4LSCAPE	HUNTER FLOW SENSOR	1.00	EA	795.1500	891.4500
6180	2002400	4LSCAPE	HUNTER REMOTE CONTROL	13.00	EA	495.0800	1,003.7000
6190	2002400	4LSCAPE	HUNTER ROTORS ADJUSTME	138.00	EA	91.7300	85.8500
6192	2002400	4LSCAPE	MULTI-PORT EMITTERS (TRE	402.00	EA	39.2300	52.1600
6194	2002400	4LSCAPE	MULTI-PORT EMITTERS (SHR	486.00		36.7300	39.9000
6200	2002400	4LSCAPE	NIBCO GATE VALVE	4.00	EA	1,730.3300	1,958.7400
6205	2002400	4LSCAPE	FLUSH END CAPS	16.00	EA	69.7500	69.7500
6210	2002400	4LSCAPE	2" SCH. 40 PVC SLEEVE	1,140.00	LF	3.4300	2.9300
6215	2002400	4LSCAPE	6" SCH 40 PVC SLEEVE	240.00	LF	20.3300	17.6300
6220	2002400	4LSCAPE	SCH 40 PVC LATERAL FOR T	3,360.00	LF	2.5000	2.6000
6230	2002400	4LSCAPE	HUNTER 1" QUICK COUPLER	1.00	EA	627.3500	627.3500
Quoted Amount							467,257
Plugged Amount							0

A 'P' beside a price indicates a plug price.
Green background indicates that the vendor is selected.

Bond			0	
Mobilization			0	
% Adjustment			0	
$ Adjustment			0	
ADD A	TAKEOFF 1-15		0	
ADD B	TAKEOFF 16		0	
BASE BID	ADDSER TO GET TO BASE BID		0	
Total Adjustment			0	
Totals		457,503	467,257	
Diff From Plug			**9,754**	
Total Minority			0	

A 'P' beside a price indicates a plug price.
Green background indicates that the vendor is selected.

Sun Valley Landscape
1999 W. Houston Ave. Apache Junction, AZ 85120
Air Force Veteran Owned and Operated
Phone: (480) 898-0533
Fax: (480) 898-1864
ROC #133935

GAZELLE MEADOWS PARK RENOVATIONS - CHANDLER - 100% PLANS

BID ITEM	DESCRIPTION	QTY	UNIT	COST	TOTAL
	ESCALATIONS MAY BE REQUIRED ON PVC, RESIN BASED MATERIALS AND METAL BASED MATERIALS DUE TO A VOLITALE MARKET				
	DUE TO AVAILABILITY OF PLANT MATERIAL AND TREES DURING INSTALLATION. SUBSTITUTIONS MAY BE REQUIRED				
BOULDERS					
	BOULDERS - 1 X 2 X 2 - COLOR TBD	44	EA	$350.00	$15,400.00
	BOULDERS - 2 X 3 X 3 - COLOR TBD	15	EA	$750.00	$11,250.00
FLAGSTONE					
	FLAGSTONE STEPPERS - NATURAL - 2' X 2' X 4" - SAND SET	30	EA	$185.00	$5,550.00
INERTS					
	1/2" MINUS DG - COLOR TBD - 2" DEPTH	35,710	SF	$1.20	$42,852.00
	4" - 6" RIP RAP - COLOR - TBD - 6" DEPTH	626	SF	$6.00	$3,756.00
	1/4" MINUS COMPACTED DG - COLOR TBD - 4" DEPTH	3,670	SF	$4.85	$17,799.50
SWALE FLOWLINE					
	SWALE FLOWLINE	376	LF	$ 6.50	$ 2,444.00
ARTIFICIAL TURF					
	ARTIFICIAL TURF - KOOL K9	1,024	SF	$10.00	$10,240.00
CONTROLLER					
	CONTROLLER - BASELINE - 1000 - PEDESTAL MOUNTED	1	EA	$11,703.42	$11,703.42
	CONTROL WIRE	45,000	LF	$0.35	$15,750.00
	FE 89 6 PAIR 22GA	1,100	LF	$2.58	$2,832.50
IRRIGATION- PIPE					
	2 1/2" MAINLINE - SCH40	3,180	LF	$5.58	$17,740.83
	1" SHRUB AND TREE LATERALS - SCH40	11,180	LF	$1.13	$12,577.50
	2" SLEEVING - SCH40	1,140	LF	$2.93	$3,334.50
	6" SLEEVING - SCH40	240	LF	$17.63	$4,230.00
	TURF LATERALS - SCH40	3,360	LF	$2.60	$8,736.00
IRRIGATION- VALVE/FITTINGS					
	2 1/2" GATE VALVE - NIBCO - 580 - IN 10" VALVE BOX	4	EA	$1,958.74	$7,834.95
	2 1/2" MASTER VALVE - BUCKNER - 3200	1	EA	$1,219.68	$1,219.68
	FLOW SENSOR - HUNTER - HC-150	1	EA	$891.45	$891.45
	1" DRIP VALVES - HUNTER - ICZ-101-25 W/ FILTER, RUGULATOR AND BRASS ISOLATION VALVE	11	EA	$713.60	$7,849.60
	1", 1 1/2", & 2" - TURF VALVES - ICV-101G, 151G OR 200G - W/ BRASS ISOLATION VALVE	13	EA	$1,003.70	$13,048.10
	FLUSH END CAPS - SOEAR -M-66-P/AP-100	16	EA	$69.75	$1,116.00
	1" QUICKCOUPLER - HUNTER - HQ-44LRC - IN 10" VALVE BOX	1	EA	$627.35	$627.35
	AIR/VACUUM PRESSURE RELEASE	1	EA	$1,861.23	$1,861.23
	ROTORS - HUNTER - I20	138	EA	$85.85	$11,847.30
	MULTI PORT EMITTERS - IN 6" VALVE BOX - TREES	402	EA	$52.15	$20,964.30
	MULTI PORT EMITTERS - IN 6" VALVE BOX - SHRUBS	486	EA	$39.90	$19,391.40
ALLOWANCE	IRRIGATION ALLOWANCE	1	LS	$25,000.00	$25,000.00
GRASSES - 1 GAL					
	PINK MUHLY	102	EA	$18.00	$1,836.00
	DEER GRASS	107	EA	$16.00	$1,712.00
ACCENTS 5 GAL					
	TOOTHLESS DESERT SPOON	36	EA	$35.00	$1,260.00
	OCTOPUS AGAVE	39	EA	$35.00	$1,365.00
	RUSH MILKWEED	53	EA	$35.00	$1,855.00
	SMOOTH AGAVE	36	EA	$35.00	$1,260.00
	OUTBACK SUNRISE	34	EA	$25.00	$850.00
SHRUB- 5 GAL					
	CREOSOTE	76	EA	$35.00	$2,660.00
	BAJA RED FAIRY DUSTER	142	EA	$25.00	$3,550.00
	OUTBACK SUNRISE	64	EA	$25.00	$1,600.00
	DESERT LAVENDER	8	EA	$35.00	$280.00
	TURPENTINE BUSH	19	EA	$35.00	$665.00
	FALSE HEATHER	25	EA	$35.00	$875.00
SHRUB- 15 GAL					
	RED BIRD OF PARADISE	17	EA	$200.00	$3,400.00
TREES - 36" BOX					
	RED PUSH PISTACHE	24	EA	$750.00	$18,000.00
	IRONWOOD - MULTI TRUNK	10	EA	$950.00	$9,500.00
	EVERGREEN ELM	7	EA	$850.00	$5,950.00
	SOUTHERN LIVE OAK	28	EA	$750.00	$21,000.00
	GHOST GUM	6	EA	$950.00	$5,700.00
	DESERT WILLOW	5	EA	$750.00	$3,750.00
	MULGA	7	EA	$950.00	$6,650.00
STOLONS					
	SOD - MIDIRON	31,914	SF	$2.45	$78,189.30
SALVAGE LOG					
	TREE #5B - TRIM ALL 6" OR SMALLER - USE IN LANDSCAPE	1	EA	$850.00	$850.00
MOBILIZATION					
	MOBILIZATION	1	LS	$2,500.00	$2,500.00
MISC.	TREE STAKES, FERTILIZER TABLETS, PLANTING PIT MATERIAL	1	LS	$8,500.00	$8,500.00
ALTERNATE:	NONE	TOTAL:		$481,404.90	

EXCLUDES:

ABC
ACTS OF GOD
ART AND INSTALLATION
BACKFLOW PREVENTER - EXISTING
BARRICADES
BENCHES
BERMING
BIKE RACKS
BOOSTER PUMP
BONDING
BORING
CLEARING
CONCRETE HEADER
CONCRETE LION
CURBING
DEMO OF TREES
DOG WASTE STATIONS
DRINKING FOUNTAINS
DUCTILE IRON
ELECTRICAL RUNS & PULL BOXES
ENGINEERED WOOD FIBER
EROSION CONTROL
FENCING AND INSTALLATION
GRADES +/- .10

Sun Valley Landscape
1999 W. Houston Ave. Apache Junction, AZ 85120
Air Force Veteran Owned and Operated
Phone: (480) 898-0533
Fax: (480) 898-1864
ROC #133935

GAZELLE MEADOWS PARK RENOVATIONS - CHANDLER - 100% PLANS

BID ITEM	DESCRIPTION	QTY	UNIT	COST	TOTAL
	GRILLS				
	GROUTED RIP RAP				
	GRUBBING				
	HARD DIG - , IF 310 BACKHOE CANNOT DIG, THERE WILL BE AN ADDITONAL CHARGE.				
	IF 2300DITCH WITCH TRENCHER CONNOT DIG, THERE WILL BE AN ADDITONAL CHARGE.				
	IMPORT/EXPORT OF SOIL				
	IRRIGATION CONSULTING FEES				
	IRRIGATION FOR NATIVE SEEDING				
	MUSHROOM STEPPERS				
	NATIVE SEEDING				
	NIGHT WORK				
	OFF DUTY POLICE				
	PAVERS				
	PERMITS				
	PLAY SAND				
	PICNIC TABLES				
	PORTA JOHN MUST BE PROVIDED				
	POTS				
	PROTECT IN PLACE				
	PURPLE PIPE				
	RAIN SENSOR				
	RAMADAS				
	RELOCATES				
	RESTORATIONS				
	ROOT BARRIER				
	SALES TAX				
	SALVAGE BOULDERS				
	SALVAGE CONCRETE				
	SAW CUTTING AND PATCHING OF ASPHALT & CONCRETE				
	SEEDING				
	SHOTECREEK BANK				
	SITE DEMO				
	SITE DUST CONTROL				
	SITE FURNISHINGS				
	SLURRY				
	SOIL TESTING				
	SPORT COURTS				
	STAKING AND ROPING OF NAOS				
	STEEL EDGING				
	STEEL GRATES				
	STREET SWEEPING				
	STRUCTURAL SOIL				
	THIRD PARTY DAMAGE OR VANDALISM				
	TRAFFIC CONTROL				
	TRASH RECEPTICLES				
	TRELLIS'				
	WATER METER				
	Owner/GC will provide water to site or will reimburse Sun Valley for any expenses associated with said meter and water usage.				

INCLUDES:

Includes 2 mobilization, any additional MOB's will be charged @ $750.00 each.

DISCLAIMER:

- Price good for 30 days. All price quotations are subject to change without notice, even after bid is accepted. Due to current market fluctuations all quotes for resin based products (including PVC Pipe) are good for 5 days, unless otherwise stated.
- Due to the volatile market and tariffs on certain materials bids are valid for 30 days. Escalations may be required on irrigation parts, piping and inert materials.
- Net 30 days unless otherwise indicated or negotiated.
- Prices good only if this proposal is made a part of the contract documents.
- Escalations may be required on any materials after 90 days from the bid date including Tree and Shrubs.
- Understand that in some case our bids may consist of special group pricing, discounts, etc. If we are asked to remove a bid item from our original quote, be advised that this may/or may not affect the bid's pricing as a whole. If the reduction of the line item is significant enough, SVL may be forced to remove our bid from the project completely. This includes even after SVL has been awarded and/or signed the contract for the project. We reserve the right at any time that these changes are being requested by the General Contractor, to make the decision whether or not we will continue on the project.

LIMITED WARRANTY:

Trees, Shrubs, Accents and Groundcover material is covered with an up to (90) day limited warranty, as long as installed and purchased through Sun Valley Landscape. Planting material newly installed will suffer some form of transplant shock, particularly during the hotter months. It is imperative that planting material receive proper care, so to minimize this stress. We will replace planting material during our maintenance period, if necessary. However, once this period end, if planting material has any issues and in need of replacement, the owner/General Contractor must provide proof that this material was properly cared for (to include sufficient water and fertilizer, as as needed). During the (90) day limited warranty period, we will only replace a tree once, should they die. Sun Valley Landscape will also advise when the best time for the replacement is to occur, choosing the most effective, optimum replacement period for the replacement. Sun Valley Landscape assumes no responsibility for replacement of planting material killed or damaged by pest, insect infestation, abnormal weather conditions, nor will we replace any planting material experiencing "seasonal die-back". Owner/General Contractor will insure proper care of all planting material, or any implied or contractual warranties will be immediately voided. WATER!!

PARK FURNI PARK FURNISHINGS

Vendor Code							EXERPLAY
Vendor Name							EXERPLAY
Vendor Phone							
Bid	**Activity**	**Resource**	**Desc**	**Quan**	**Unit**	**Plug Price**	**Unit Price**
5010	5010100	4PFBBQ	BBQ GRILL	6.00	EA	659.3363	497.0000
5020	5020100	4PFTR	TRASH RECEPTACLE	19.00	EA	1,371.3400	1,033.7000
5100	5100100	4PFB	6' BENCH WITH BACK AND C	15.00	EA	2,556.4207	1,927.0000
5110	5110100	4PFPT	CLASSIC PICNIC TABLE	4.00	EA	3,260.8626	2,458.0000
5120	5120100	4PFPTADA	CLASSIC PICNIC TABLE, ADA	2.00	EA	3,071.1541	2,315.0000
5130	5130100	4PFPPTADA	REGAL PEDESTAL PICNIC TA	2.00	EA	2,662.5513	2,007.0000
5140	5140100	4PFPPT	REGAL PEDESTAL PICNIC TA	4.00	EA	2,845.6266	2,145.0000
5180	5180100	4PF8MS	LSI 8" MUSHROOM STEPPER	3.00	EA	1,591.9589	1,200.0000
5190	5190100	4PF16MS	LSI 16" MUSHROOM STEPPER	3.00	EA	1,591.9589	1,200.0000
5200	5200100	4PF24MS	LSI 24" MUSHROOM STEPPER	2.00	EA	2,096.0793	1,580.0000
5220	5220100	4PFWPB	LSI WOBBLE PAD BOUNCER	3.00	EA	2,600.1996	1,960.0000
5230	5230100	4PFCS	LSI CURVA SPINNER	2.00	EA	3,177.2847	2,395.0000
5240	5240100	4PFCLS	LSI CHILL SPINNER	1.00	EA	3,475.7770	2,620.0000
5250	5250100	4PFSS	LSI STANDUP SEESAW	1.00	EA	4,291.6560	3,235.0000
5310	5310100	4PFSWM	SWING WEAR MAT	4.00	EA	573.1052	432.0000
5320	5320100	4PFBBA	BASKETBALL POST, BACKBO	2.00	EA	5,695.2331	4,423.0000
Quoted Amount							116,042
Plugged Amount							0
Bond							0
Mobilization							0
% Adjustment							0
$ Adjustment							0
FRT							0
FRTLSI						FRT LSI	3,510
FRTSF						FRT WEBCOAT SITE FURNISHINGS	9,696
INSTLSI						INSTALL LSI	8,695
INSTSF						INSTALL WEBCOAT SITE FURNISHINGS	16,905
Total Adjustment							38,806
Totals						153,601	154,848
Diff From Plug							**1,248**
Total Minority							0

A 'P' beside a price indicates a plug price.
Green background indicates that the vendor is selected.

Proposal

Q001563

Please Issue Purchase Order to:

Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155

Proposal Date	Salesperson
4/8/2024	Kevin Solomon 480-323-0337 kevin@exerplay.com

Chandler, City of; Gazelle Meadows Park Renovation

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
		LANDSCAPE STRUCTURES, INC.			
3.00	171570A	Mushroom Stepper 16" (DB Only), Design 23650A	1,200.00		3,600.00
2.00	171572A	Mushroom Stepper 24" (DB Only), Design 23650A	1,580.00		3,160.00
3.00	171568A	Mushroom Stepper 8" (DB Only), Design 23650A	1,200.00		3,600.00
1.00	247189A	Chill Spinner Direct Bury, Design 23650A	2,620.00		2,620.00
2.00	247179A	Curva Spinner (DB Only), Design 23650A	2,395.00		4,790.00
1.00	148638A	Stand-Up Seesaw Direct Bury, Design 23650A	3,235.00		3,235.00
3.00	158105A	Wobble Pod Bouncer (DB Only), Design 2365A	1,960.00		5,880.00
1.00	FREIGHT	Freight/Shipping Charges (150-23-1654)	3,510.00		3,510.00
1.00	CEC-INSTALL	Installation of Playground Equipment (09048-1)	8,695.00		8,695.00
		Current lead time on play equipment is September 2024			
		SCENIC SHELTERS			
1.00	SHELTER	20' x 20' Steel Open Gable, SOG2020-CUS, 24 ga. multi-rib metal roof, 4:12 roof pitch, 10' Eave for Exposed 3' Pier, Powder coated steel frame(Standard colors only **Upcharge for custom colors), Zinc plated fasteners, Tubular steel frame utilizes hidden hidden bolts & fasteners where possible, Electrical Provisions: N/A - NOTE - Lead time for Ramadas is approximately 10 weeks, anchor bolts and permits by others.	18,645.00		18,645.00
1.00	ENGINEERING	Structural Calculations - NOTE - Lead time for Structural Calcs is approximately 3-4 weeks	1,250.00		1,250.00
1.00	FREIGHT	Freight/shipping charges (55689)	4,927.00		4,927.00
1.00	CEC-INSTALL	Installation of Ramada (excludes footers, masonry & permits) (09048-1)	9,550.00		9,550.00
		SITE FURNISHINGS			
6.00	GPS20	Rotating Grill, In-Ground Mount	497.00		2,982.00
19.00	TR32CLASSIC	32 Gallon Classic Standard Trash Receptacle, Receptacle Only	670.00		12,730.00
19.00	FLATTOP32-HW	Flat Top for 32 Gallon Receptacles	187.00		3,553.00
19.00	LINER32-BLACK	Plastic Liner - Black Color	83.20		1,580.80
19.00	TR-SM-HW	Surface Mounting Kit for All Models	93.50		1,776.50
15.00	B6WBCLASSIC	6' Portable Classic Bench with Back	1,927.00		28,905.00
4.00	T46CLASSPEDS	46" Classic Square Pedestal Table with 4 Attached	2,458.00		9,832.00
2.00	T46CLASSPED-3SADA	46" x 57" Classic Accessible Square Pedestal Table with 3 Attached Seats, In-Ground Mount	2,315.00		4,630.00
2.00	T8RCDBLPEDHDCPS	8' Regal Accessible Rectangular (Double) Pedestal	2,007.00		4,014.00
4.00	T6RCPEDHDCPS	6' Regal Accessible Rectangular Pedestal Table, In-Ground Mount	2,145.00		8,580.00
1.00	FREIGHT	Freight/Shipping Charges (QUO0281973)	9,696.00		9,696.00
1.00	CEC-INSTALL	Installation of Webcoat Site Furnishings (09048-1)	16,905.00		16,905.00

Proposal

Q001563

Please Issue Purchase Order to:

Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155

Proposal Date	Salesperson
4/8/2024	Kevin Solomon 480-323-0337 kevin@exerplay.com

Chandler, City of; Gazelle Meadows Park Renovation

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
2.00	SITE FURNISHINGS	GN45-5 • 4.5" 5' EXT GN W/PLATE & BRACES	1,062.00		2,124.00
2.00	1342B	42 x 72 Rectangular Fiberglass Backboard with Orange Red Mold	813.00		1,626.00
2.00	8800	Endurance Breakaway Slam Goal with Nylon Net	239.00		478.00
1.00	FREIGHT	Freight/Shipping Charges (020689-00)	1,740.00		1,740.00
2.00	CEC-INSTALL	Installation of Sports Equipment (09048-1)	1,435.00		2,870.00
		SAFETY SURFACING			
565.00	EWF	Engineered Wood Fiber, priced per cu/yd (6807 SF at 18" Depth)	25.00		14,125.00
6.00	FREIGHT	Freight/Shipping Charges, Priced per Truck Load (14630)	1,262.00		7,572.00
6.00	SURFACING	DL6 • WOODCARPET FABRIC 5X300	266.00		1,596.00
1.00	CEC-INSTALL	Installation of Engineered Wood Fiber, 6807 SF at 18" Depth and GeoTek Fabric (09048-1)	14,115.00		14,115.00
4.00	SITE FURNISHINGS	3' x 5' x 2" Swing Wear Mat - Black	189.00		756.00
1.00	FREIGHT	Freight/Shipping Charges (67202 R1)	611.00		611.00
4.00	CEC-INSTALL	Installation of Wear Mats (09048-1)	101.00		404.00
1.00	SURFACING	Provide & Install 1023 SF Sqft CP Kid Play 60oz Antimicrobial Yarn System with Fall Safe 1" rubber buffings systems w/ nailer boards (26514) Note: Turf includes subbase, not concrete	23,740.00		23,740.00
1.00	CEC-INSTALL	Add Option: Temporary fence, chain-link. Fencing is a deterrent only. Project owner is responsible for site security. CEC is not liable for theft or vandalism that occurs even if temporary fencing is provided. 392 LF Play Area only (Contiguous)	4,865.00		4,865.00
1.00	CEC-INSTALL	Add Option: Hire private line locator (Local) *Pricing reflects single, concurrent mobilization. Additional mobilization will incur a minimum cost of $975.00 each.	975.00		975.00

THIS PROPOSAL IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS
Taxes subject to change

Proposal prepared by: Ashley Gonzales

Subtotal	256,243.30
Tax Total:	0.00
Total	256,243.30

Proposal

Q001563

Please Issue Purchase Order to:

Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155

Proposal Date	Salesperson
4/8/2024	Kevin Solomon 480-323-0337 kevin@exerplay.com

Chandler, City of; Gazelle Meadows Park Renovation

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended

Accepted by:
Print Name: _____ Signature: _____ Date: _____



Proposal

Q001563

General Terms and Conditions:

Pricing for all listed items is good for 30 days from date of quote. ExerPlay reserves the right to revise pricing if any quote approvals are received after the 30-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 project schedule, including any liquidated damages, to ExerPlay prior to ordering. ExerPlay shall not be liable for any loss caused by the timing of delayed shipments.

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.

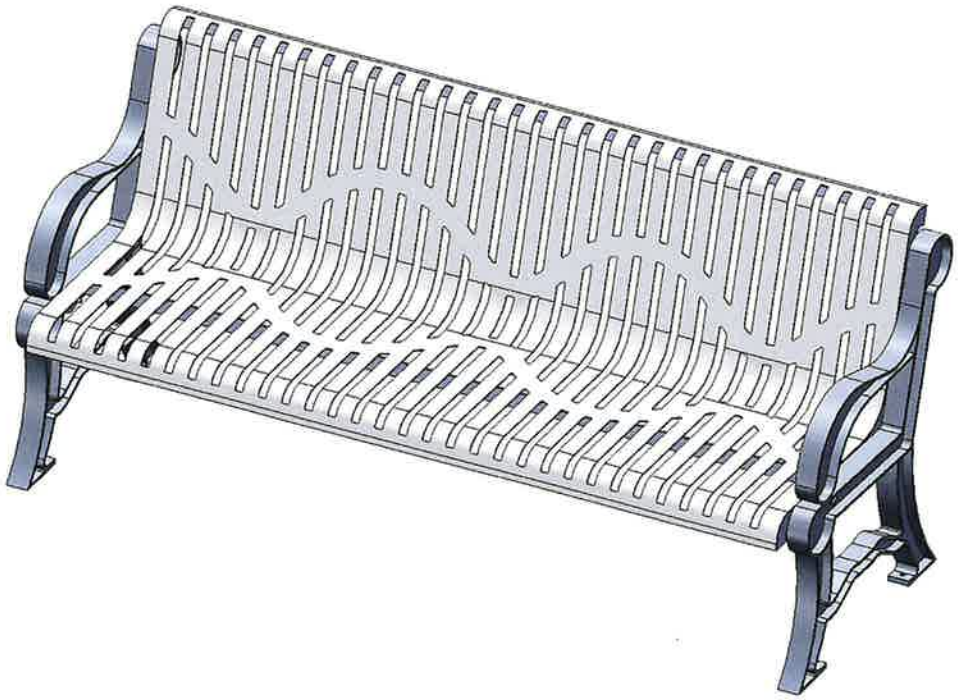
6. Finish grade is to be provided by others prior to arrival of installer.
7. Installer must have free and clear access to the install location(s). The installer is not responsible for damage done to existing surfacing/ landscaping that may occur when equipment & vehicles are being used in the normal 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.

Site Amenities

BY SUPERIOR RECREATIONAL PRODUCTS



Model #
B6WBCLASSIC

SUPERIOR
RECREATIONAL PRODUCTS
A PLAYCORE Company

PRODUCT SPECIFICATIONS

B6WBCLASSIC
6 Ft. Villa Bench With Back

Seats: Seat is fabricated from a 11ga laser cut plate. Seat is supported with 11ga plates. All electrically MIG welded.

Coating: Oven fused functionalized polyethylene copolymer-based thermoplastic. Fluidized bed coating application with superior mechanical performance, impact resistance and UV-stability.

Frame: Legs are cast aluminum.

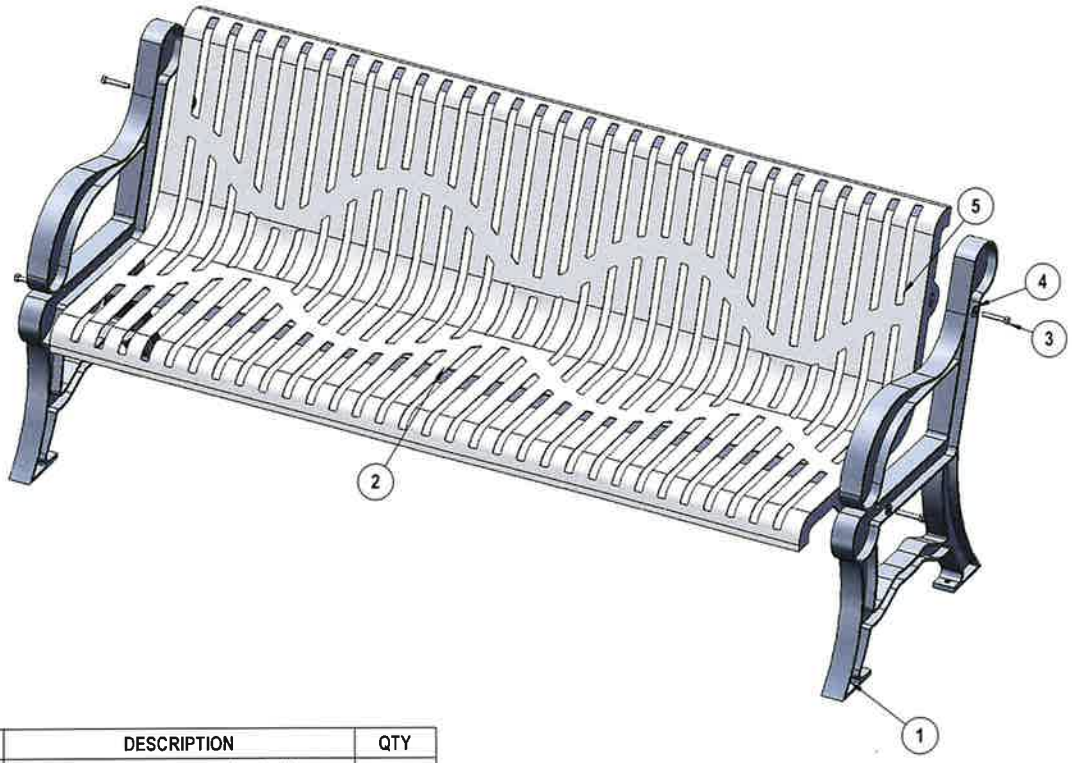
Frame Coating: Electrostatic powder coated application oven cured.

Dimensions: 6' bench without back. Seats are 27-9/16" wide x 72" long. Seat height is 16-9/16". Overall dimensions are 28-9/16" x 76" x 33-11/16".

SUPERIOR RECREATIONAL PRODUCTS
A PLAYCORE Company

COMPONENTS

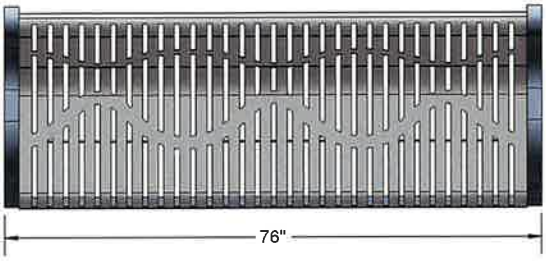
Attach the legs to the seat as shown using specified hardware.

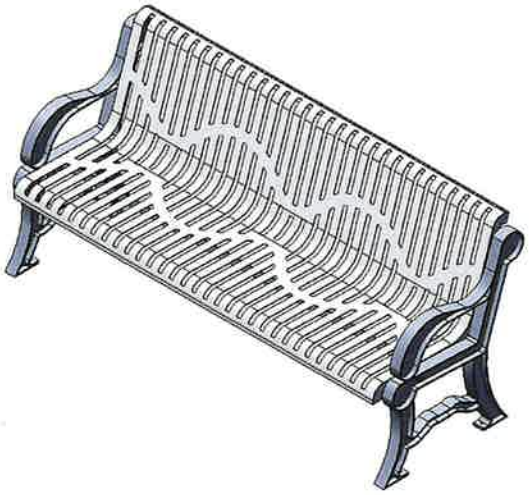


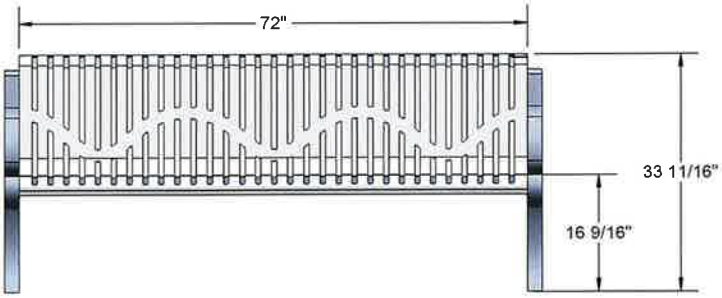
ITEM NO.	PartNo	DESCRIPTION	QTY
1	FBWBVILLA	Finished Villa Frame (coated)	2
2	01-01-1364	6' SRP contour classic seat	1
3	33-05-0059	3/8" x 2 1/4" Machine Bolt (SS)	4
4	33-02-0008	3/8" Flat Washer (SS)	8
5	33-03-0013	3/8" Kep Nut (SS)	4

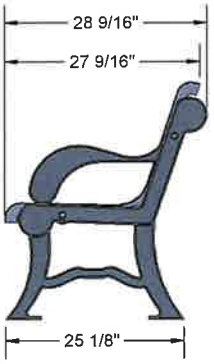
SUPERIOR RECREATIONAL PRODUCTS
A PLAYCORE Company

OVERALL DIMENSIONS





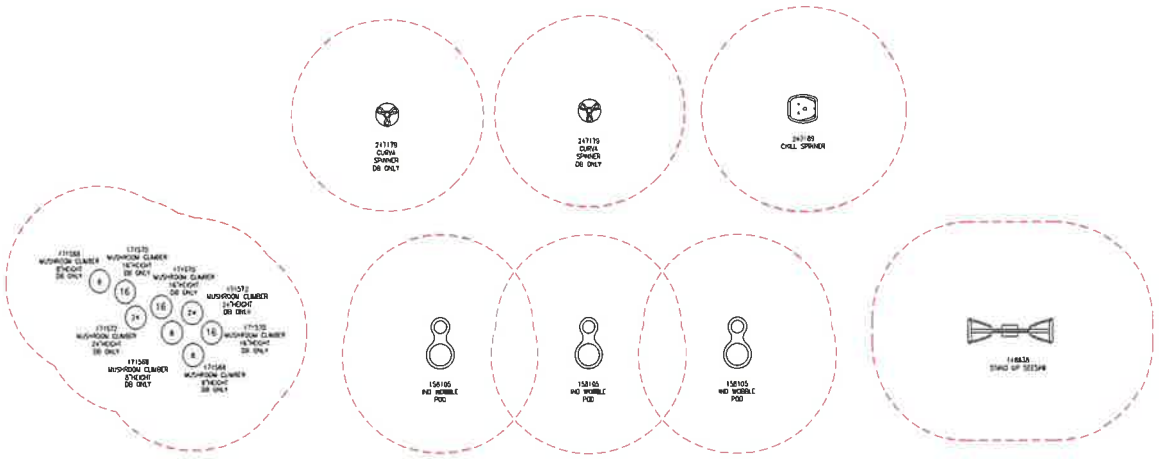




SUPERIOR
RECREATIONAL PRODUCTS
A PLAYCORE Company

NOTE:
DESIGN ASSUMES THAT THE SITE IS LEVEL, OR DOES NOT EXCEED A 2% GRADE CHANGE OVER THE ENTIRE AREA.

NOTE:
SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN



Freestanding Play
18-12 Family
Max Fall Height: 27 Inches

TOTAL ELEVATED PLAY COMPONENTS	0		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	0	REQUIRED	0
TOTAL ACCESSIBLE COMPONENTS (RAMP + TRANSFER)	0	REQUIRED	0
TOTAL UNITARY ITEMS OR GROUND LEVEL COMPONENTS	5	REQUIRED	5

exerplay

IPEMA CERTIFIED

This play components identified on this plan are IPEMA certified. Complete model number is preceded with "S". The use and layout of these components conform to and meet requirements of IPEMA 1148-2

THIS PLAY AREA & EQUIPMENT IS DESIGNED FOR AGES 5-12 YEARS UNLESS OTHERWISE NOTED ON PLAN

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED AS INDICATED OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US PRIOR TO CONSTRUCTION. DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE DEFINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (PER ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION)

DESIGNED BY
JDC
COPYRIGHT © 2023
EXERPLAY, INC.
15330 N 74TH ST Suite 1
SCOTTSDALE, AZ 85260
PH: 1-800-457-5466 FAX: 1-505-281-0155

Date	Previous Drawing #	Initials

SCALE IN FEET:
0 5 10 20

NORTH

Gazelle Meadows
Park Renovation
Chandler AZ

ExerPlay, Inc.
Kevin Solomon

SYSTEM TYPE:
FS

DRAWING #
23650A

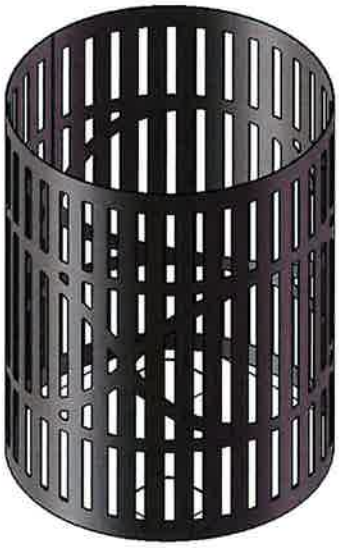
landscape structures

ISO 9001:2004 CERTIFIED

ISO 14001 Certified

Site Amenities

BY SUPERIOR RECREATIONAL PRODUCTS



Model # TR32CLASSIC

SUPERIOR RECREATIONAL PRODUCTS
A PLAYCORE Company

PRODUCT SPECIFICATIONS

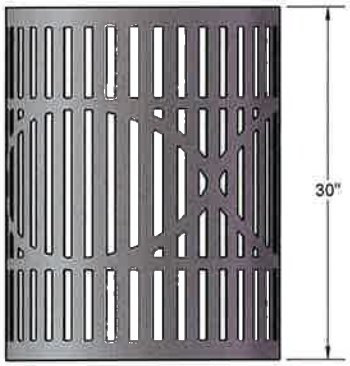
W-32
32 GALLON TRASH RECEPTACLE

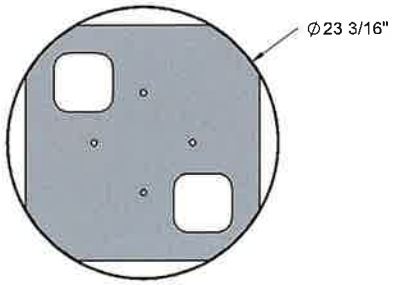
Receptacle Coating: Oven fused functionalized polyethylene copolymer-based thermoplastic. Fluidized bed coating application with superior mechanical performance, impact resistance and UV-stability.

Material: Sides are fabricated with 14 gauge sheet steel, with laser cut design. Bottom plate fabricated from 11 gauge sheet steel laser cut for a precision fit. All seam are MIG welded after rolling.

Receptacle Dimensions: 23-1/4" diameter x 30" high x 32 gallon capacity.

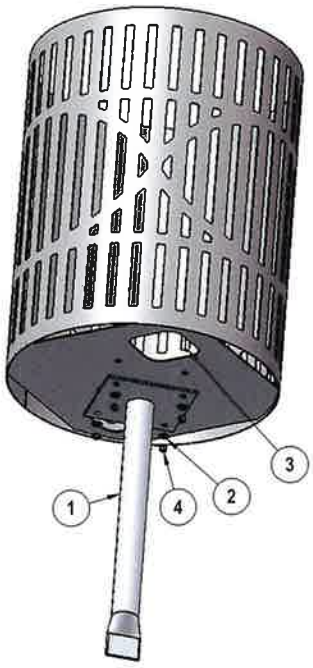
Hardware: Attachment hardware and mounting kit not included (7/16" diameter holes provided in receptacle for mounting).





SUPERIOR RECREATIONAL PRODUCTS
A PLAYCORE Company

IN-GROUND MOUNTING OPTION



IG KIT

INGROUND MOUNT FOR TRASH RECEPTACLE

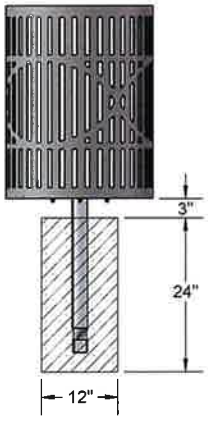
Frame: 2- 3/8" O.D. x 12 gauge pre-galvanized structural steel tubing. Receptacle mounting plates are 7 gauge x 8" x 8" steel plate with 4 holes.

Frame Coating: Electrostatic powder coated application oven cured.

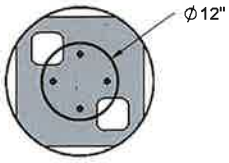
Hardware: All stainless steel hardware fasteners. (Included).

Dimensions: Overall dimension is 24 1/4" x 8" x 8".

Attach the In Ground Kit to the W-32 as shown using specified hardware.



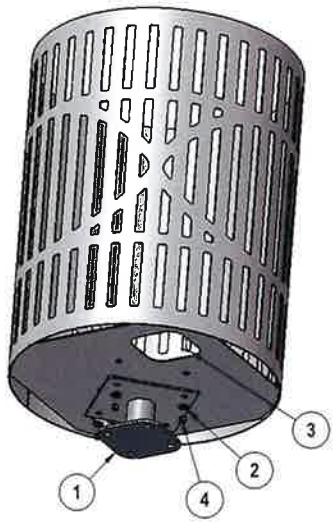
Estimated Required Concrete:
5 - 50lb Bags of Concrete Mix



ITEM NO.	PartNo	DESCRIPTION	QTY
1	P-01-05-0052	receptacle inground mount	1
2	33-02-0007	5/16" SS Washer	8
3	33-05-0029	5/16" x 1" Machine Bolt (SS)	4
4	33-03-0012	5/16" Kep Nut (SS)	4

SUPERIOR RECREATIONAL PRODUCTS
A PLAYCORE Company

SURFACE MOUNT MOUNTING OPTION



SM KIT

SURFACE MOUNT FOR TRASH RECEPTACLE

Frame: 2- 3/8" O.D. x 12 gauge pre-galvanized structural steel tubing.
Receptacle mounting plates are 7 gauge x 8" x 8" steel plate with 4 holes.
Surface mounting plates are ¼" x 6" x 6" steel plate with 4 holes.

Frame Coating: Electrostatic powder coated application oven cured.

Hardware: All stainless steel hardware fasteners. (Included).

Dimensions: Overall dimension is 3-3/4" x 8" x 8".

Attach the Surface Mount Kit to the W-32 as shown using specified hardware.

Recommended Surface Mount Hardware:
3/8" x 3-1/2" Concrete Expansion Anchor Bolts
(Not Included)

ITEM NO.	PartNo	DESCRIPTION	QTY
1	P-01-05-0053	receptacle surface mount	1
2	33-02-0007	5/16" SS Washer	8
3	33-05-0029	5/16" x 1" Machine Bolt (SS)	4
4	33-03-0012	5/16" Kep Nut (SS)	4

SUPERIOR RECREATIONAL PRODUCTS
A PLAYCORE Company

LINER OPTION

LINER 32

Heavy Duty Liner

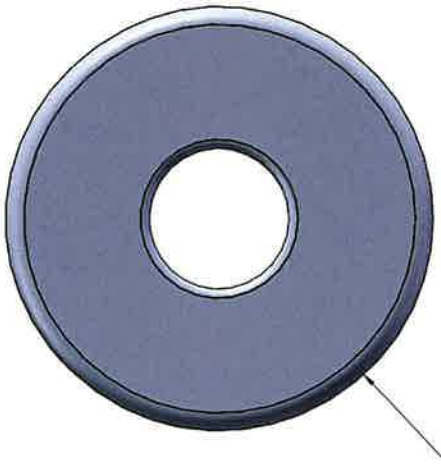


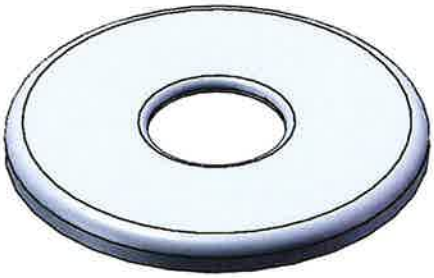


SUPERIOR RECREATIONAL PRODUCTS
A PLAYCORE Company

Site Amenities

BY SUPERIOR RECREATIONAL PRODUCTS





MODEL #: FLATTOP32-HW
32 GALLON FLAT TOP

MATERIAL: FLAT TOP SHALL BE FABRICATED FROM 18 GAUGES STEEL FLAT, SPUN TO FORM. OUTSIDE EDGE SHALL HAVE A 1" RADIUS.

COATING: OVEN FUSED FUNCTIONALIZED POLYETHYLENE COPOLYMER-BASED THERMOPLASTIC. FLUIDIZED BED COATING APPLICATION WITH SUPERIOR MECHANICAL PERFORMANCE, IMPACT RESISTANCE AND UV-STABILITY.

TOP DIMENSIONS: CENTER OPENING SHALL BE 8" INSIDE DIAMETER. THE OVERALL DIMENSIONS SHALL BE 24" DIAMETER X 2" HIGH.

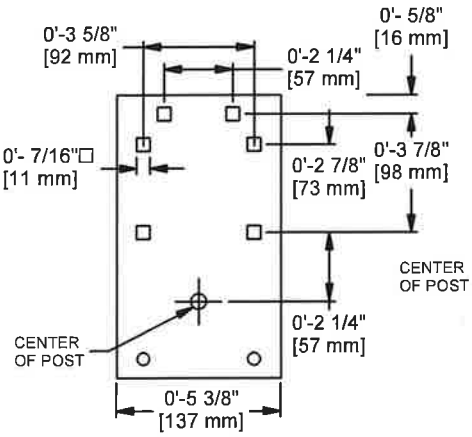


SUPERIOR
RECREATIONAL PRODUCTS
A PLAYCORE Company

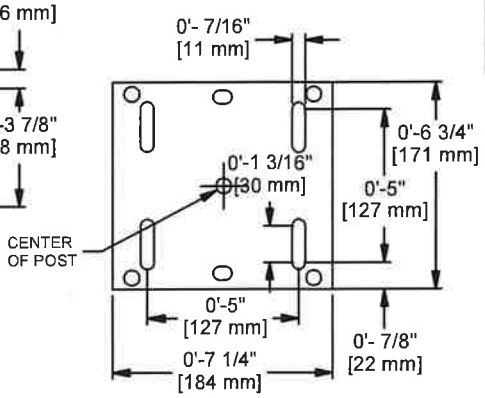
Package	Type	Board	Goal	Brace
GN45-5	Front	None	None	Yes*
GN45-5R	Rear	None	None	Yes*

* Braces are for "fan style" mounts only.

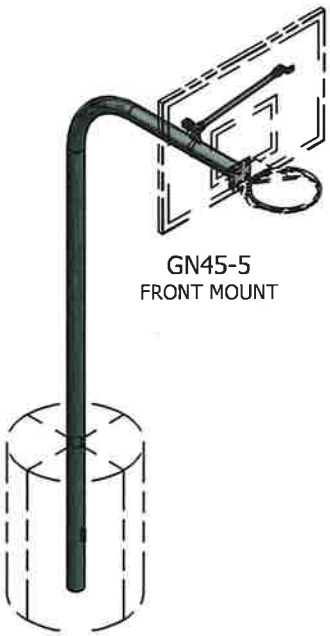
NOTES:
1. Dimension is from front surface of post to front face of backboard. Dimension may vary with board selection.
2. Dimension "B" is from underside of post arm surface to the playing surface.



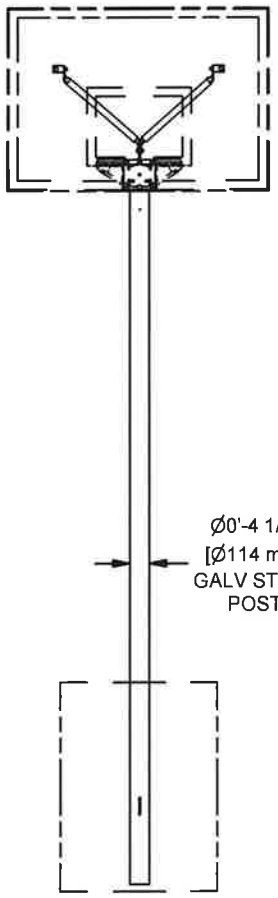
1/4" [6.3 mm] THICK
REAR MOUNT PLATE

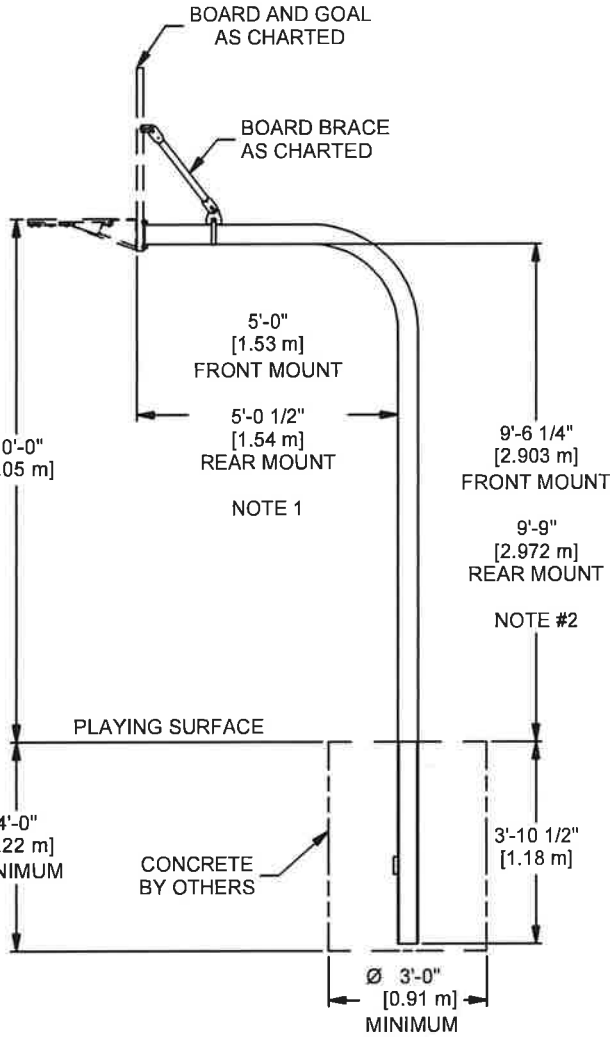


1/4" [6.3 mm] THICK
FRONT MOUNT PLATE



GN45-5
FRONT MOUNT





REV	BY	DATE
B	WDC	06-01-20
A	WDC	09-11-17

PSS PERFORMANCE SPORTS SYSTEMS
GARED™

Gared Holdings, LLC
9200 E. 146th St. Noblesville, IN 46060

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4 1/2" GOOSENECK SYSTEM, 5 FT EXT.

DRAWN	DATE	DATE ISSUED
CONNERLEY	6/11/2010	6/11/2010
APPROVED CONNERLEY	DATE 6/11/2010	

FILE LOC. Q:\Inventor Files\Specification Files\06_Outdoor Products

SIZE	SCALE	SHT. NO.	PART NO.	REV
A	NONE	1 OF 2	GN45-5	B

MODEL GN45-5 & GN45-5R

GOOSENECK OUTDOOR BASKETBALL SYSTEM W/ BRACES

GN45-5 / GN45-5R

This unit uses a gooseneck design to extend the backboard 60" out from the post. The post shall be 4 1/2" O.D. x 0.18" wall galvanized tube. The mounting plate is used as a direct goal attachment for the backboard. Two braces extending from the upper mounting points of the backboard to the gooseneck extension provide added rigidity to the system. The GN45-5 system can be used with all outdoor front mount and the GN45-5R system with rear mount boards and goals.

Post shall extend into the concrete footing at least 36". Concrete footing shall be 24" minimum in diameter and 48" minimum deep.

Concrete for installation not included.

MODEL GNA45-5 & GNA45-5R

GOOSENECK OUTDOOR BASKETBALL SYSTEM

GNA45-5 / GNA45-5R

This unit uses a gooseneck design to extend the backboard 60" out from the post. The post shall be 4 1/2" O.D. x 0.18" wall galvanized tube. The mounting plate is used as a direct goal attachment for the backboard. The GNA45-5 system can be used with all outdoor front mount and the GNA45-5R system with rear mount boards and goals.

Post shall extend into the concrete footing at least 36". Concrete footing shall be 24" minimum in diameter and 48" minimum deep.

Concrete for installation not included.

NOTE:

If board is greater than 36" wide, use the GN45-5 or GN45-5R model with board braces.

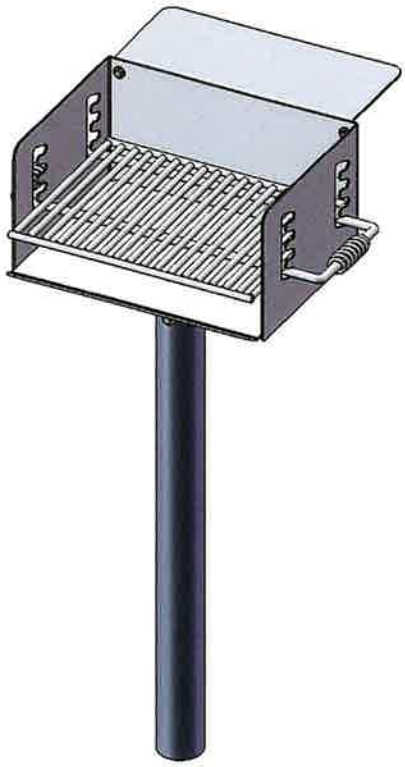
ACCESSORIES

PP4WR Wrap-Around Pole Pad

Subject to design change and current manufacturing practices.
©2008 Gared Holdings, LLC

Site Amenities

BY SUPERIOR RECREATIONAL PRODUCTS



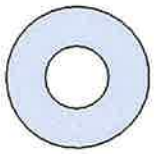
Model #
GPS20

SUPERIOR RECREATIONAL PRODUCTS
A PLAYCORE Company

HARDWARE



3/8" x 4-1/2"
Machine Bolt



3/8" Washer



3/8" Breakaway
Nut

SUPERIOR
RECREATIONAL PRODUCTS
A PLAYCORE Company

PRODUCT SPECIFICATIONS

GPS20 Pedestal Mounted Cooking Grill

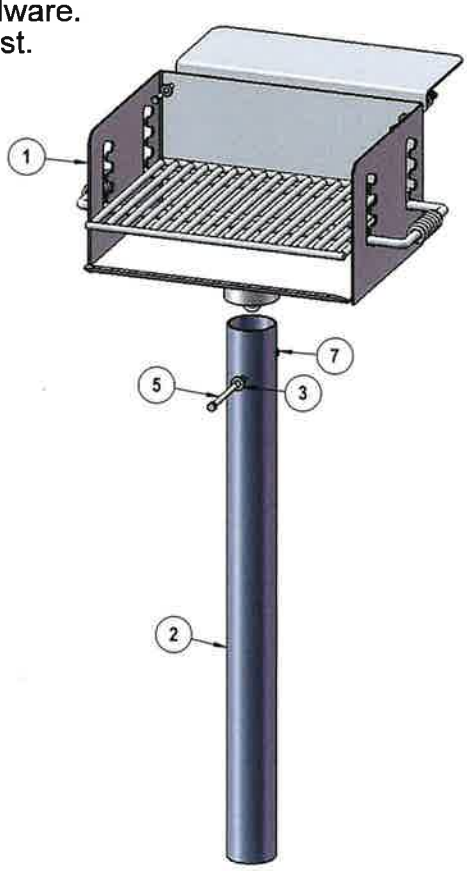
Firebox shall have a length of 20", a width of 15", and a height of 10". Sides shall be fabricated of 10 gauge steel and the floor of 3/16" steel plate for added strength. A 3/16" thick formed steel plate shall be mechanically fastened to the grill back providing a stable shelf. For safety, corners of firebox shall be rounded. For drainage, holes shall be provided in the rear corners of side plates. The theft resistant cooking grate shall be fabricated from 1/2" steel bars with a cooking surface of 300 sq. inches. Support bars for grate will be of heavier 5/8" round steel, with cool coil spring grip handles on each side. Grate will adjust to four convenient levels. Finish will be non-toxic rust resistant, black paint or hot dipped galvanized. Support post will be 3-1/2" O.D. galvanized steel pipe, 40" in length, for setting in concrete.

WARNING: Combustion byproducts produced when using this product include carbon monoxide, a chemical known to the State of California to cause birth defects or other reproductive harm.

SUPERIOR RECREATIONAL PRODUCTS
A PLAYCORE Company

COMPONENTS

Attach the Grill Box to the 3-1/2" Post using specified hardware.
Note: Round edge of Breakaway Nut goes towards the post.



Before



After

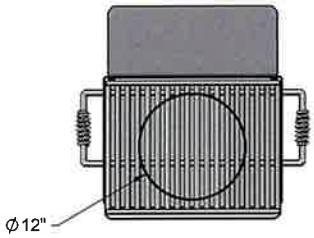


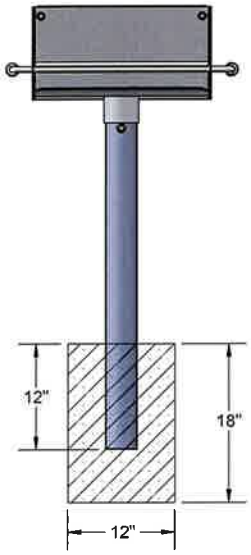
Hex part of nut will break off
when tightened to 185in-lbs.

ITEM NO.	PartNo	DESCRIPTION	QTY
1	630-3	630-3 Grill Box	1
2	01-03-0090	3-1/2" IG Grill Post	1
3	33-02-0002	3/8" Zinc Plated Washer	2
4	33-02-0001	5/16" Zinc Plated Washer	4
5	33-05-0018	3/8" x 4 1/2" Machine Bolt (Zinc)	1
6	33-05-0001	5/16" x 1" Machine Bolt (Zinc)	2
7	33-01-0037	3/8"-16 breakaway nut, zinc	1
8	33-01-0001	5/16" Hex Nut (Zinc)	2
9	01-03-0010	Grill Utility Shelf	1

SUPERIOR RECREATIONAL PRODUCTS
A PLAYCORE Company

COMPONENTS



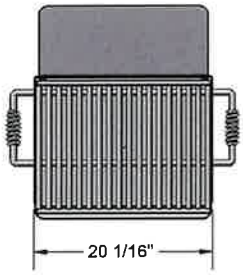


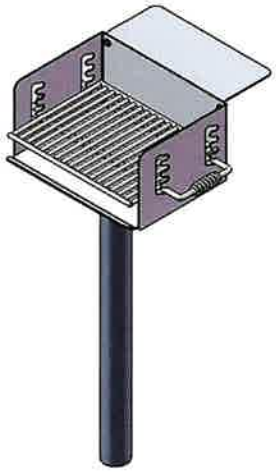
Estimated Required Concrete:
4 - 50lb Bags of Concrete Mix

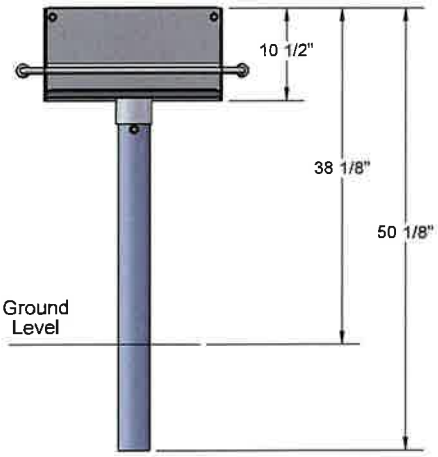
SUPERIOR RECREATIONAL PRODUCTS
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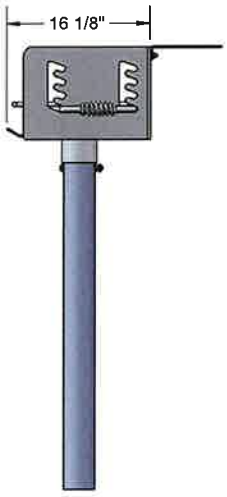
OVERALL DIMENSIONS

WARNING: Combustion byproducts produced when using this product include carbon monoxide, a chemical known to the State of California to cause birth defects or other reproductive harm.









SUPERIOR RECREATIONAL PRODUCTS
A PLAYCORE Company

Site Amenities

BY SUPERIOR RECREATIONAL PRODUCTS



Model # LINER32

SUPERIOR RECREATIONAL PRODUCTS
A PLAYCORE Company

OVERALL DIMENSIONS



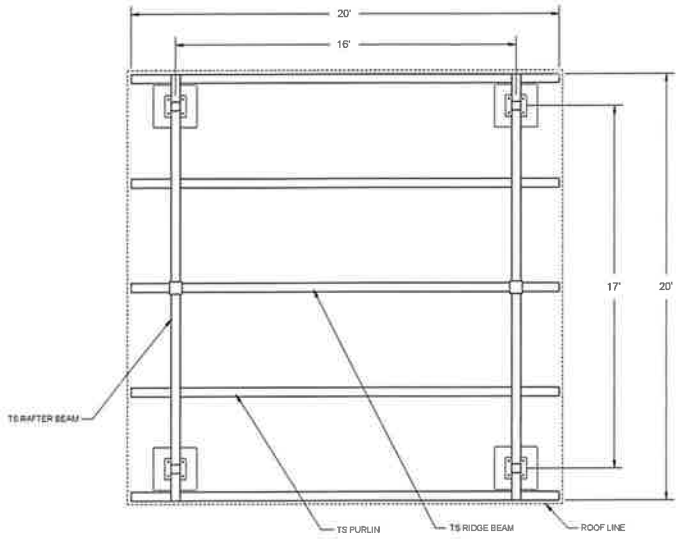


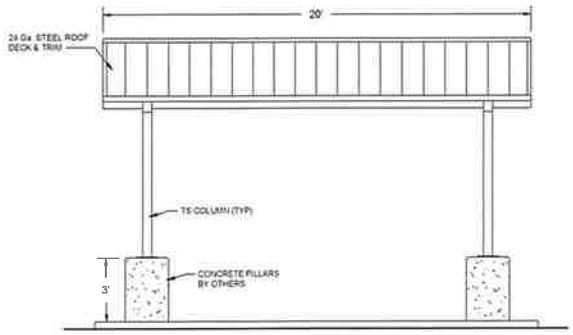


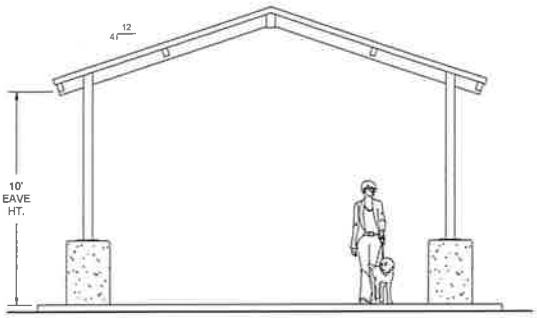
LINER 32

Made of heavy duty plastic.

SUPERIOR RECREATIONAL PRODUCTS
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Scenic SHELTERS

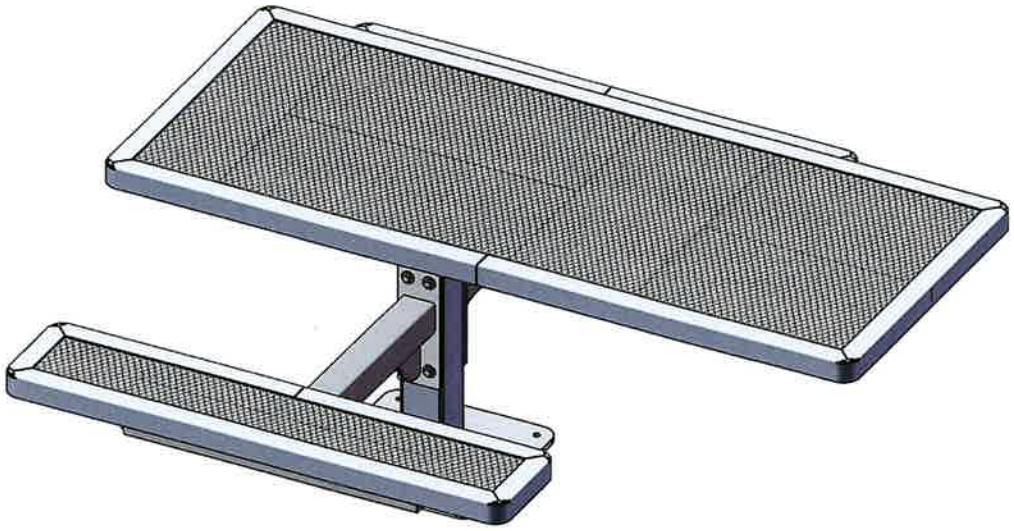
TEL 855-544-8439 www.ScenicShelters.com
ADDRESS 7125 Headley Street SE #793, Ada, MI 49301

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CONCEPT DRAWING - NOT FOR CONSTRUCTION

MOD#: SOG2020-CUS	MODEL: 20x20 Custom Steel Open Gable	
BY: TRACI	DRAWING SCALE: NTS	PAGE: 1 OF 1
ORG. DATE: 8-5-2024	REV. DATE: -	REV: -

SuperiorAmenities



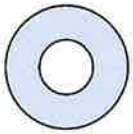
Model # T6RCPEDHDCPSM

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RECREATIONAL PRODUCTS
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HARDWARE



5/16" x 1"
Machine Bolt



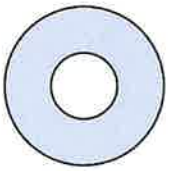
5/16" Washer



5/16" Washer



7/16" x 5-1/2"
Machine Bolt



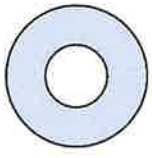
7/16" Washer



7/16" Hex Nut



3/8" x 4"
Carriage Bolt



3/8" Washer



3/8" Hex Nut

Superior
RECREATIONAL PRODUCTS
A PLAYCORE Company

PRODUCT SPECIFICATIONS

T6RCPEDHDCPSM
RECTANGULAR SURFACE MOUNT TABLE

Seat & Back: 2" x 2" x 1/8" formed angle frame with 1-1/2" radius corners. 3/4" #9 steel expanded metal. 7 gauge x 1-1/2" flat bar center support and mounting bracket understructure. Electrically MIG welded.

Coating: Oven fused functionalized polyethylene copolymer-based thermoplastic. Fluidized bed coating application with superior mechanical performance, impact resistance and UV-stability.

Frame: Main support column is 4"x 4"x 11 gauge pre-galvanized structural steel tubing with a 16" x 16" x 1/2" surface mount plate. Arms are fabricated from 3"x 3"x 11 gauge pre-galvanized structural steel tubing welded to 1/4" precision punched plates for attachment to the main column and 2"x 2"x 3/16" structural steel angle for lateral seat support. Seat attachment points are 10 gauge precision punched tabs. Table top attachment structure is fabricated from 2"x 2"x 3/16" structural steel angle and top attachment points are 7 gauge x 1-1/2" steel flat bar. All electrically MIG welded.

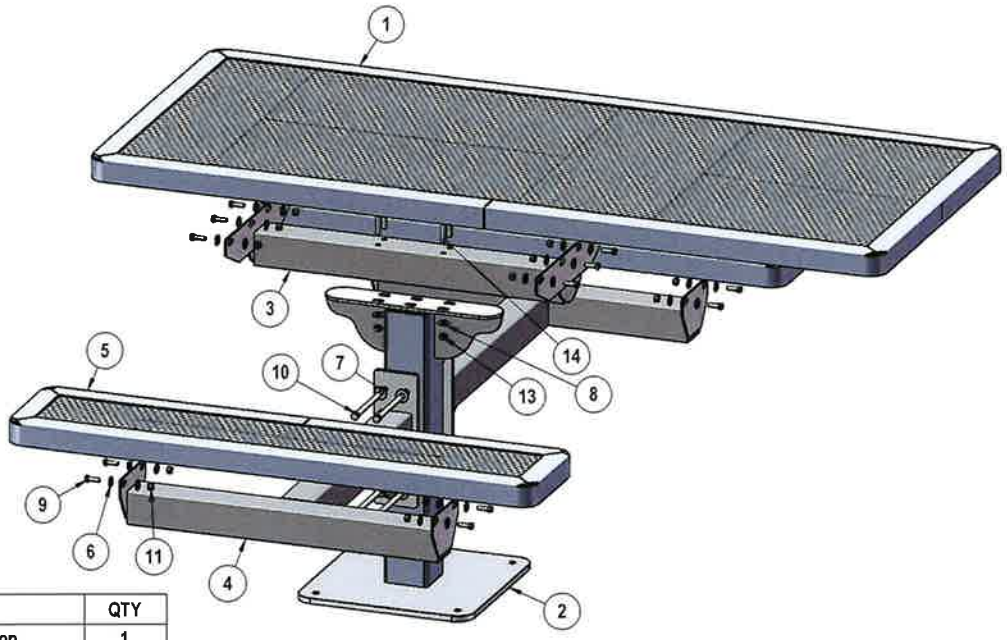
Frame Coating: Electrostatic powder coated application oven cured.

Hardware: All stainless steel hardware fasteners.

Dimensions: Top is 30" wide x 72" long x 30-3/8" high. Seats are 10" wide x 48" long x 19-3/16" high. Outisde to outside dimensions are 65-3/4" x 72".

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COMPONENTS

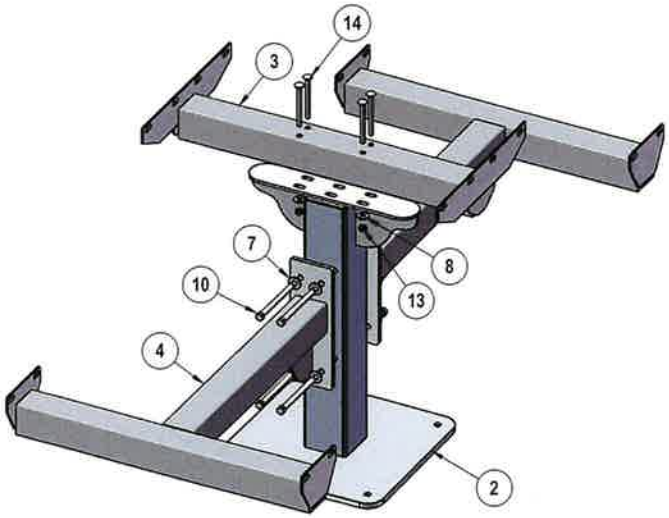


ITEM NO.	PartNo	DESCRIPTION	QTY
1	RC72HS-T	6' HS regal expanded top	1
2	337SM	SM Post Assembly	1
3	P-V337-48-T	4' 337 Top Vinyl Bracket Assembly	1
4	V337-48-S	337 4' Vinyl Seat Arm Assem	2
5	RC48-S	4' long x 10" wide regal expanded seat	2
6	33-02-0007	5/16" SS Washer	32
7	33-02-0004	7/16" SS Washer	9
8	33-02-0008	3/8" Flat Washer (SS)	4
9	33-05-0029	5/16" x 1" Machine Bolt (SS)	16
10	33-06-0050	7/16" x 5-1/2" Machine Bolt	4
11	33-03-0012	5/16" Kep Nut (SS)	16
12	33-01-0006	7/16" Hex Nut (SS)	4
13	33-01-0018	3/8" Hex Nut (SS)	4
14	33-06-0067	3/8" x 4" Carriage Bolt (Zinc)	4

Required Surface Mount Hardware:
3/8" x 3-1/2" Concrete Expansion Anchor Bolts
(Not Included)

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RECREATIONAL PRODUCTS
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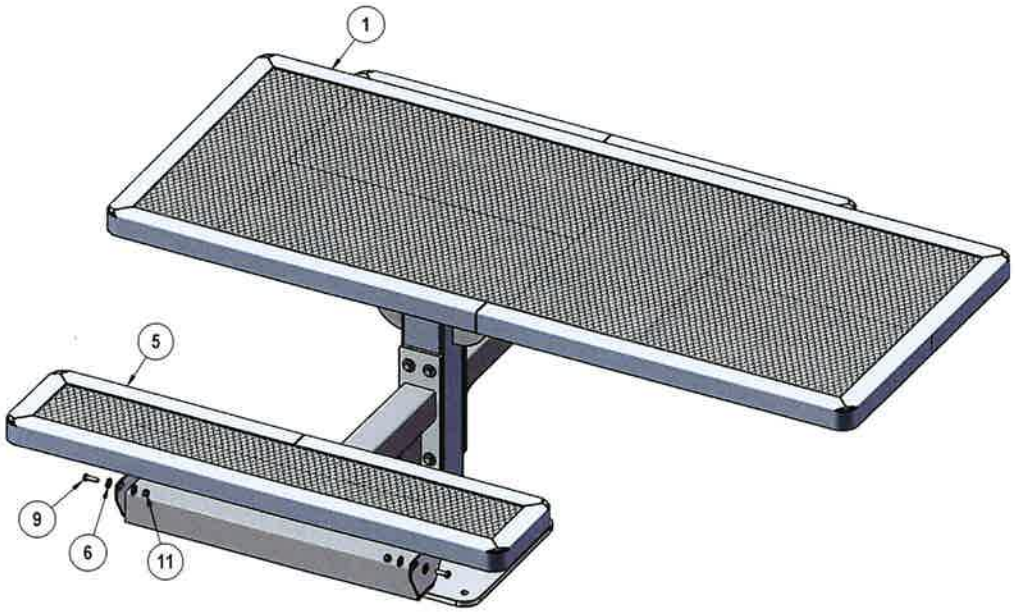
STEP 1



Attach the top bracket assembly and the seat arm assemblies to the post as shown using specified hardware.

Superior RECREATIONAL PRODUCTS A PLAYCORE Company

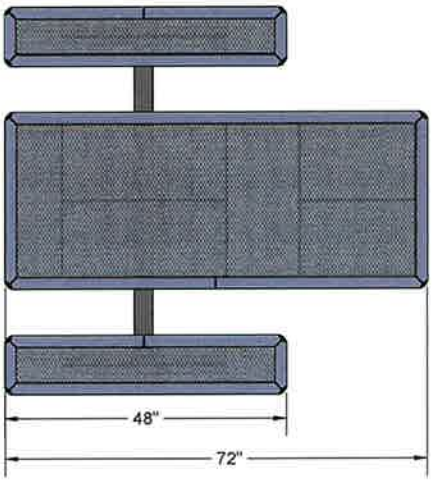
STEP 2

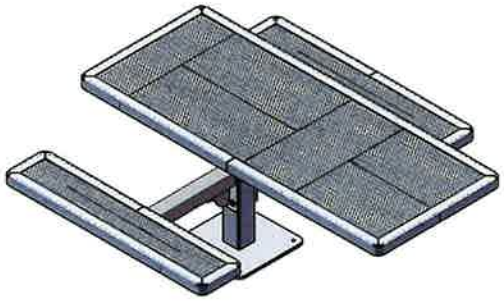


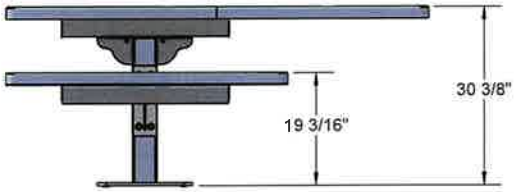
Attach the top and seats to the top and seat bracket assemblies as shown using specified hardware.

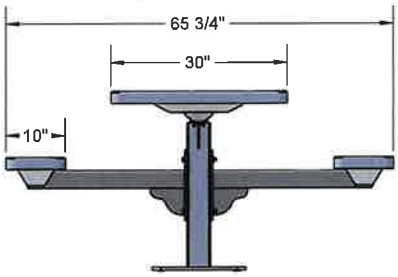
Superior RECREATIONAL PRODUCTS A PLAYCORE Company

OVERALL DIMENSIONS



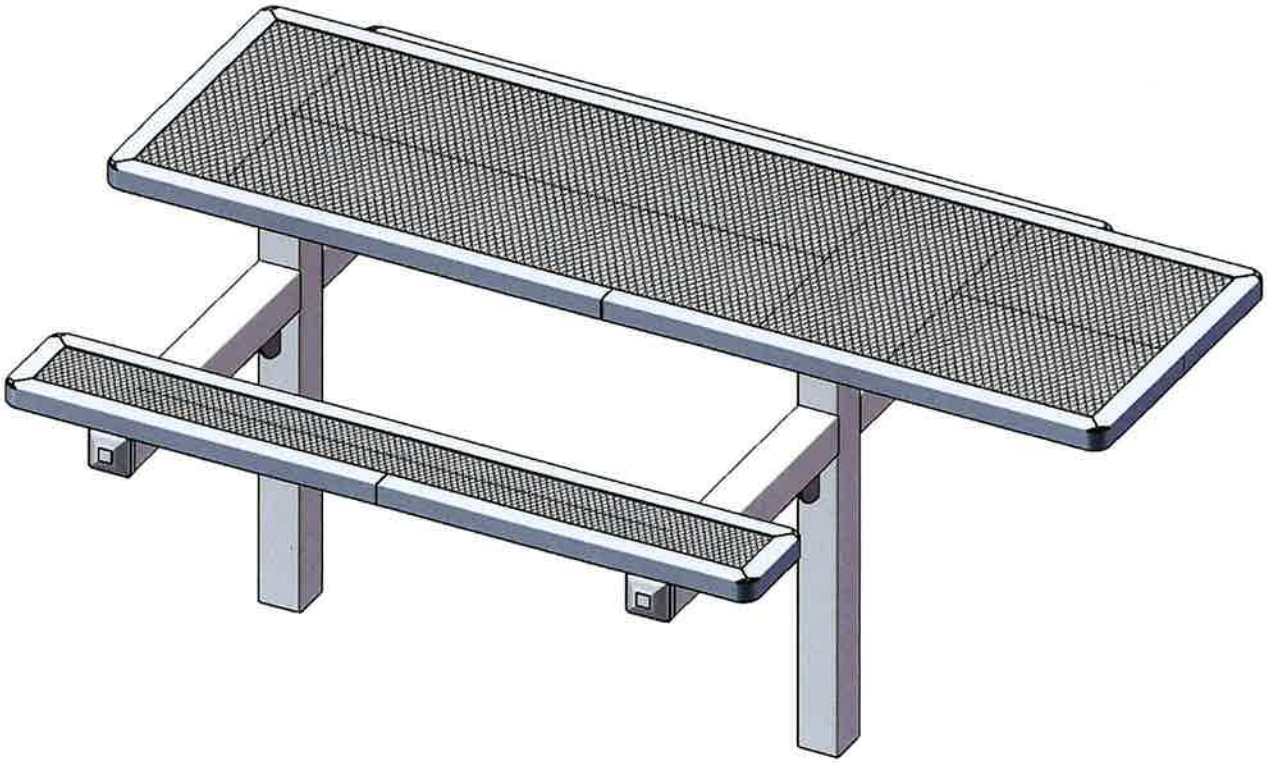






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RECREATIONAL PRODUCTS
A PLAYCORE Company

SuperiorAmenities



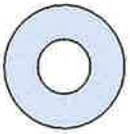
Model # T8RCDBLPEDHDCPS

Superior
RECREATIONAL PRODUCTS
A PLAYCORE Company

HARDWARE



5/16" x 1"
Machine Bolt



5/16" Washer



5/16" Washer

Superior
RECREATIONAL PRODUCTS
A PLAYCORE Company

PRODUCT SPECIFICATIONS

T8RCDBLPEDHDCPS
RECTANGULAR INGROUND TABLE

Seat & Back: 2" x 2" x 1/8" formed angle frame with 1-1/2" radius corners. 3/4" #9 steel expanded metal. 7 gauge x 1-1/2" flat bar center support and mounting bracket understructure. Electrically MIG welded.

Coating: Oven fused functionalized polyethylene copolymer-based thermoplastic. Fluidized bed coating application with superior mechanical performance, impact resistance and UV-stability.

Frame: 4 x 4 x 11 gauge structural steel square tubing. Tubing is capped with a 4 x 4 x 3/16" steel flat bar. Arms are supported with 6" x 6" x 1/4" steel flat bar gussets. Seat and top mounting points 7 gauge x 1-1/2" die stamped steel flat bar. All electrically MIG welded.

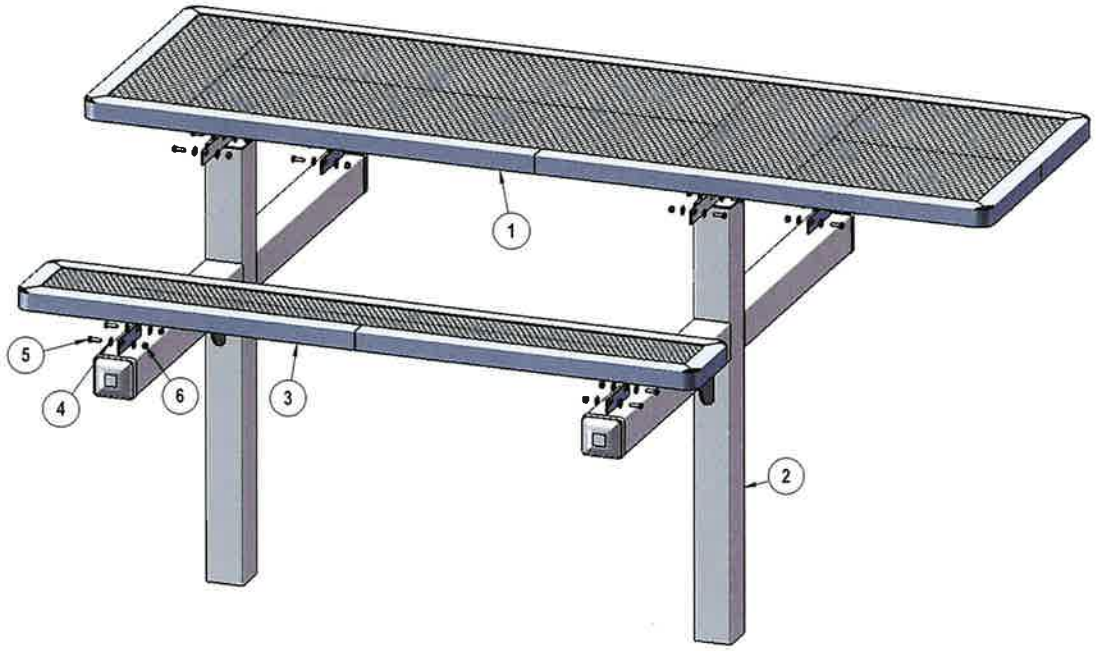
Frame Coating: Electrostatic powder coated application oven cured.

Hardware: All stainless steel hardware fasteners.

Dimensions: Top is 30" wide x 96" long x 30" high. Seats are 10" wide x 72" long x 18-1/8" high. Outisde to outside dimensions are 67" x 96".

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A PLAYCORE Company

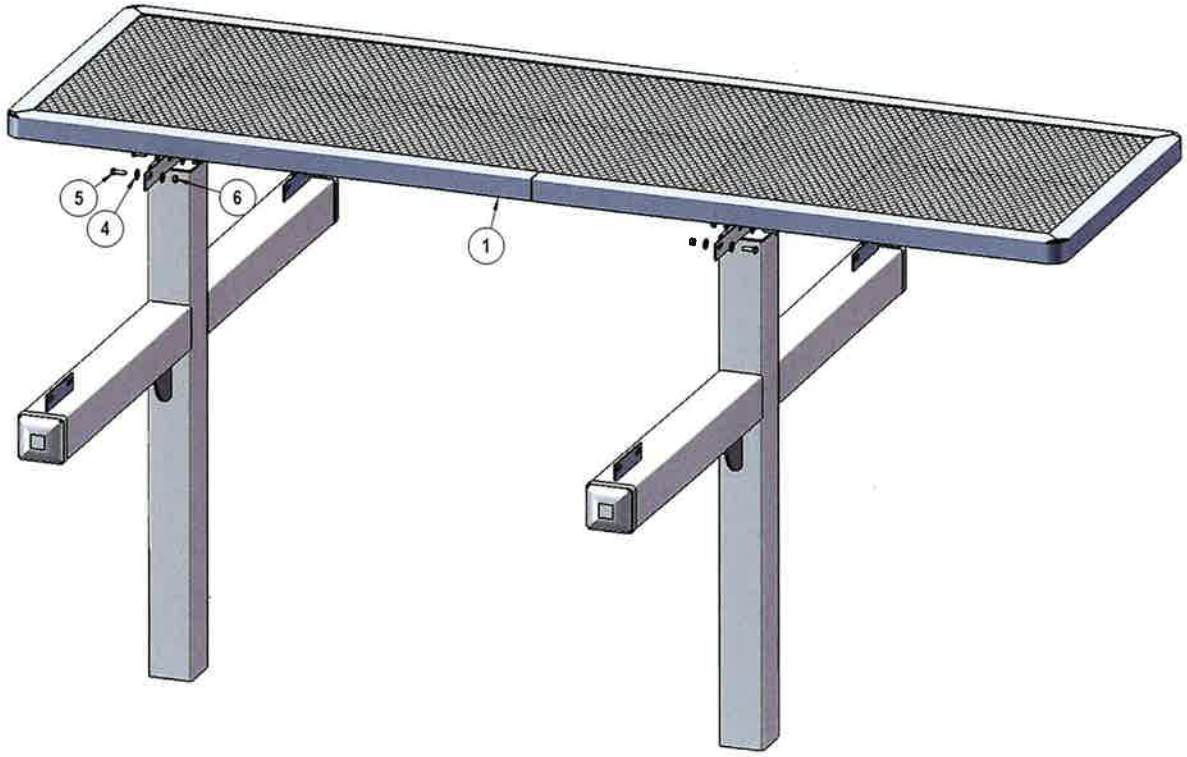
COMPONENTS



ITEM NO.	PartNo	DESCRIPTION	QTY
1	RC96HS-T	8' HS regal expanded top	1
2	P-V347S	347 In Ground Vinyl Leg	2
3	RC72-S	6' long x 10" wide regal expanded seat	2
4	33-02-0007	5/16" SS Washer	32
5	33-05-0029	5/16" x 1" Machine Bolt (SS)	16
6	33-03-0012	5/16" Kep Nut (SS)	16

Superior RECREATIONAL PRODUCTS A PLAYCORE Company

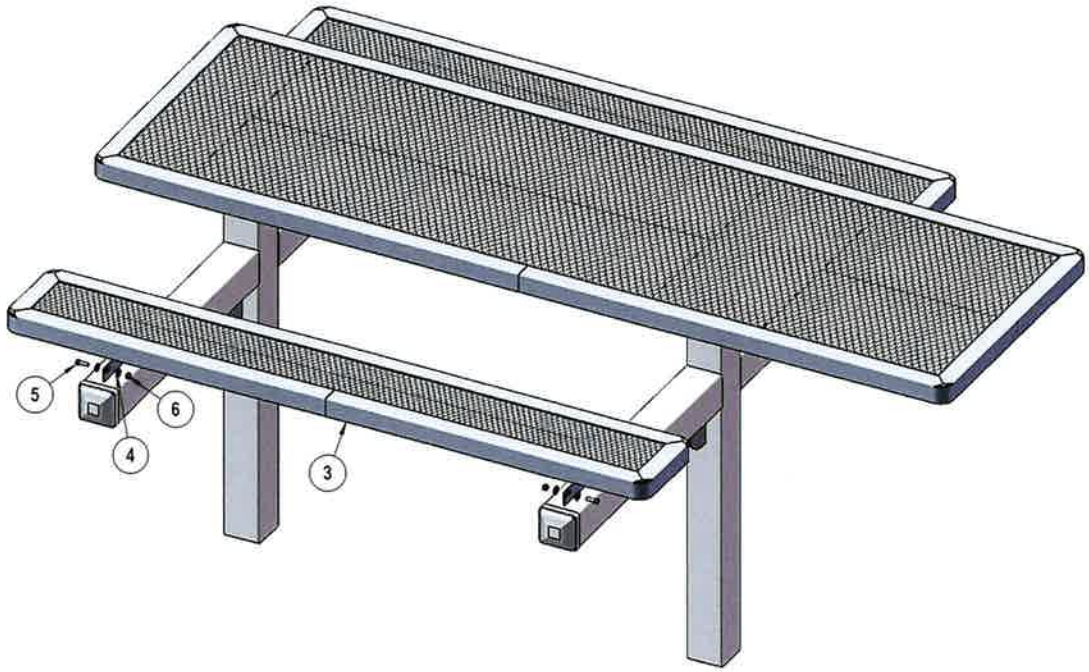
STEP 1



Attach the top to the post assemblies as shown using specified hardware.

Superior RECREATIONAL PRODUCTS A PLAYCORE Company

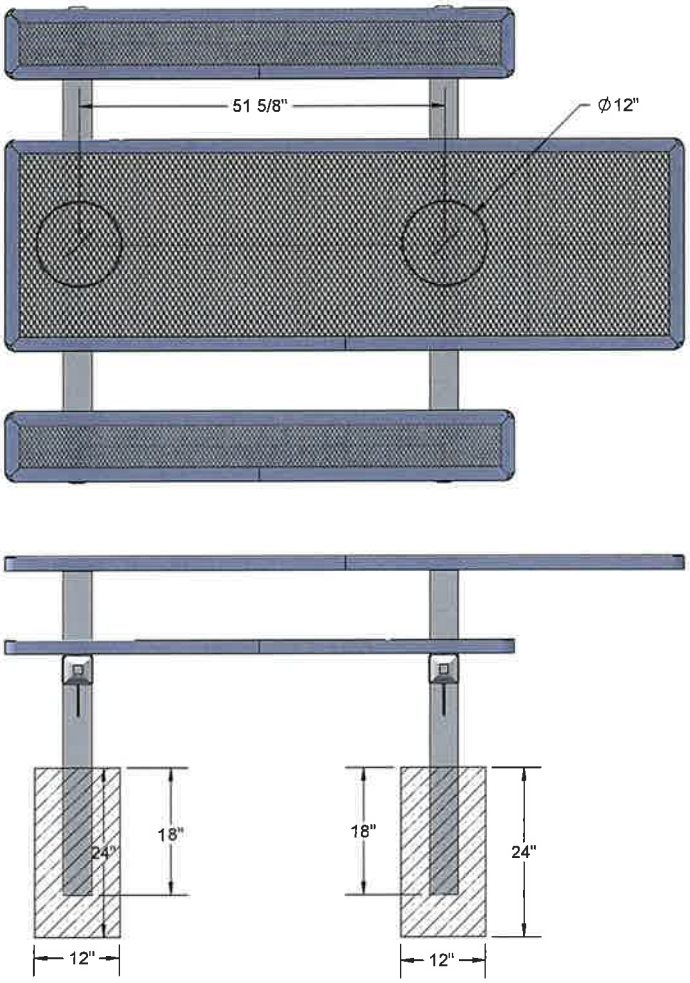
STEP 2



Repeat step 1 for the seats.

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RECREATIONAL PRODUCTS
A PLAYCORE Company

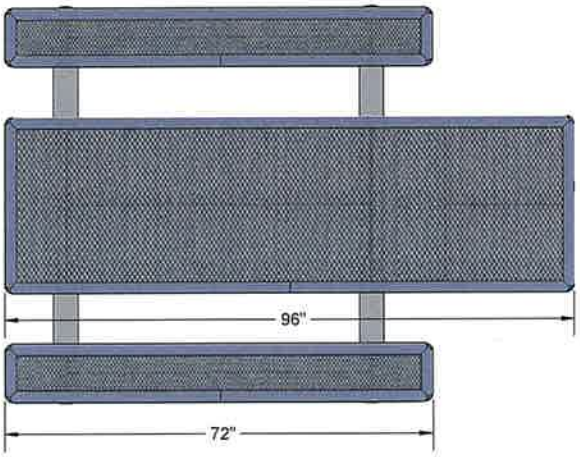
FOOTING

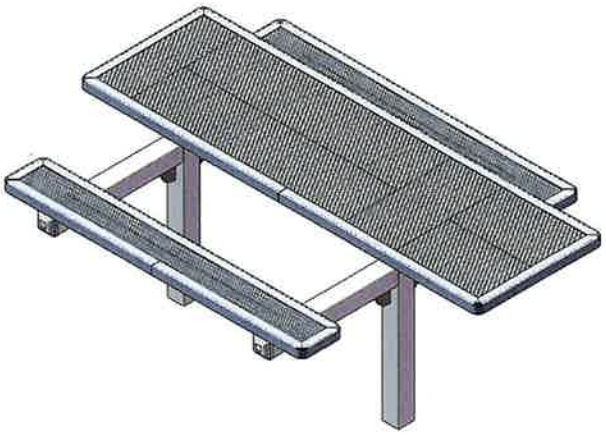


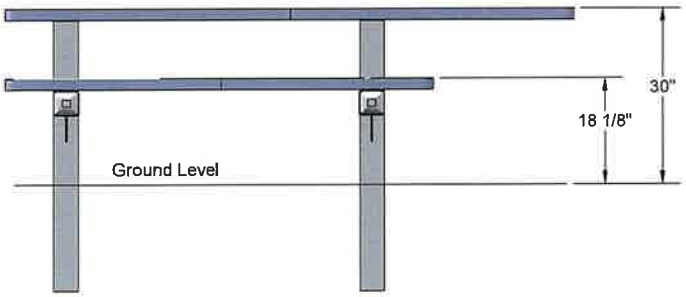
Estimated Required Concrete:
10 - 50 lb Bags of Concrete Mix

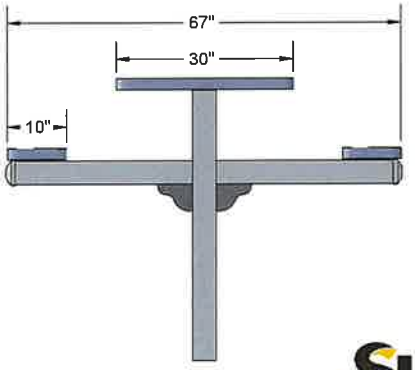
Superior
RECREATIONAL PRODUCTS
A PLAYCORE Company

OVERALL DIMENSIONS



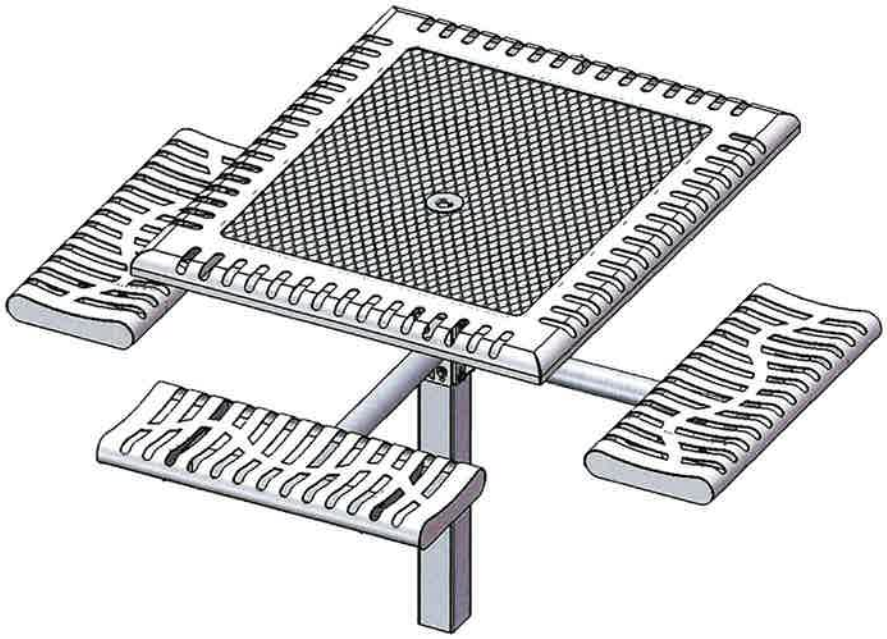






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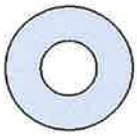
Model # T46CLASSPED-3SADA

Superior
RECREATIONAL PRODUCTS
A PLAYCORE company

HARDWARE



5/16" x 1"
Machine Bolt



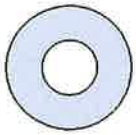
5/16" Washer



5/16" Kep Nut



7/16" x 5-1/2"
Machine Bolt



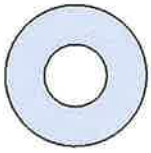
7/16" Washer



7/16" Hex Nut



3/8" x 1"
Carriage Bolt



3/8" Washer



3/8" Hex Nut

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RECREATIONAL PRODUCTS
A PLAYCORE company

PRODUCT SPECIFICATIONS

T46CLASSPED-3SADA
ADA INGROUND TABLE WITH 3 SEATS

Seat & Back: 11 gauge sheet steel is die formed with laser cut design . Seat support pieces are 11 gauge laser cut sheet steel. Top has 7 gauge x 1-1/2" flat bar center support and mounting bracket understructure. All electrically MIG welded.

Coating: Oven fused functionalized polyethylene copolymer-based thermoplastic. Fluidized bed coating application with superior mechanical performance, impact resistance and UV-stability.

Frame: Main support column is 4"x4"x11 gauge pre-galvanized structural steel tubing. Arms are fabricated from 2-7/8" O.D. x 12 gauge pre-galvanized structural steel tubing welded to 1/4" precision punched plates for attachment to the main column and 2"x2"x3/16" structural steel angle for lateral seat support. Seat attachment points are 10 gauge precision punched tabs. Table top attachment structure is fabricated from 2"x2"x3/16" structural steel angle and top attachment points are 7 gauge x 1-1/2" steel flat bar.

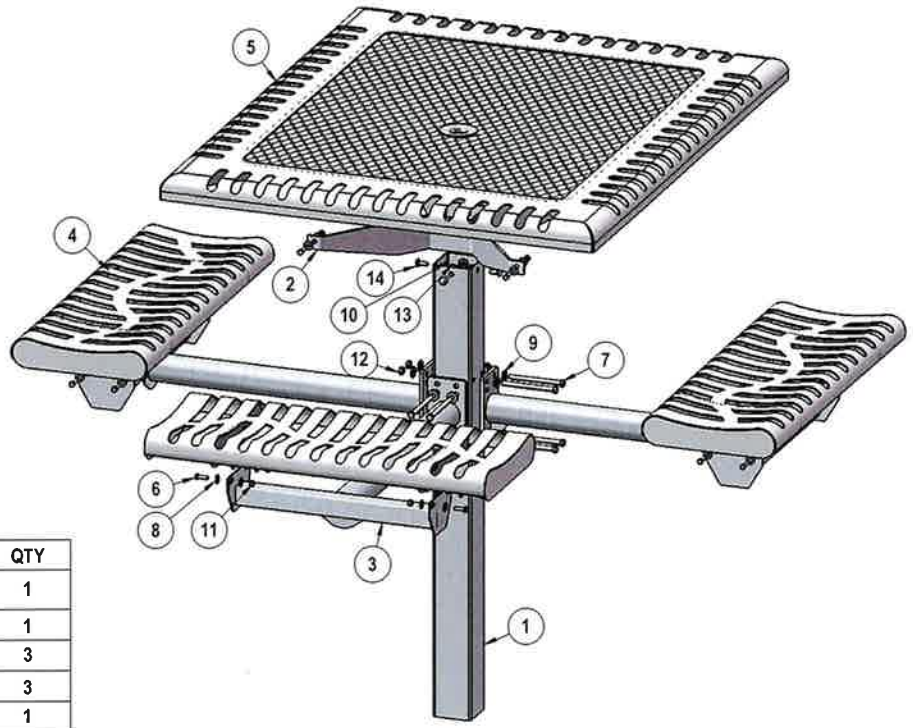
Frame Coating: Electrostatic powder coated application oven cured.

Hardware: All stainless steel hardware fasteners.

Dimensions: Top is 46" x 55" x 30-1/4" high. Seats are 14-5/16" wide x 36" long x 18-9/16" high. Outisde to outside dimensions are 79" x 70-1/2" x 30-1/4" high.

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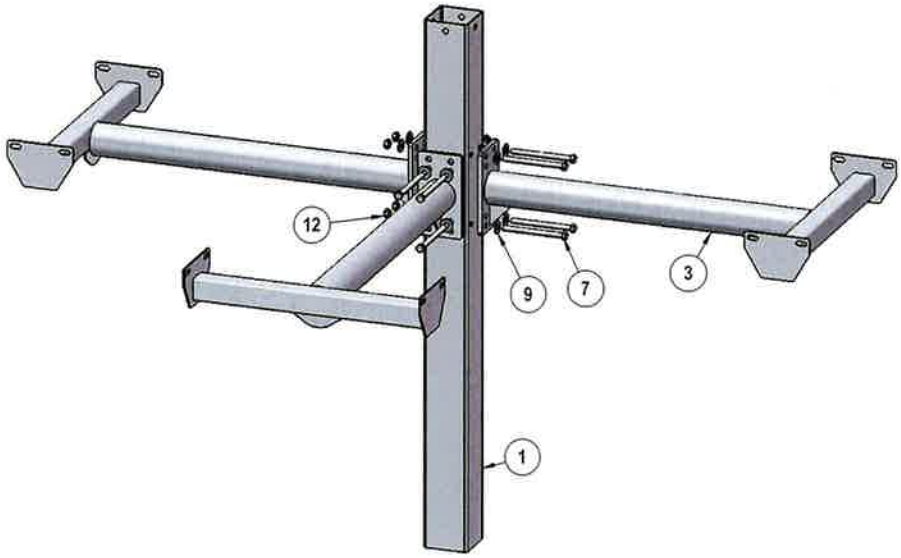
COMPONENTS



ITEM NO.	PartNo	DESCRIPTION	QTY
1	P-338S or G-338S	338 IG post asem	1
2	P-01-04-0150	H Bracket	1
3	P-V338-ARM	338 vinyl arm	3
4	CLASS36-S	Classic 36" Seat	3
5	CLASS46H-T	Classic Handicap Top 46" x 55"	1
6	33-05-0029	5/16" x 1" Machine Bolt (SS)	16
7	33-06-0050	7/16" x 5-1/2" Machine Bolt	8
8	33-02-0007	5/16" SS Washer	32
9	33-02-0004	7/16" SS Washer	16
10	33-02-0008	3/8" Flat Washer (SS)	4
11	33-03-0012	5/16" Kep Nut (SS)	16
12	33-01-0006	7/16" Hex Nut (Zinc)	8
13	33-01-0018	3/8" Hex Nut (SS)	4
14	33-06-0042	3/8" x 1" Carriage Bolt (SS)	4

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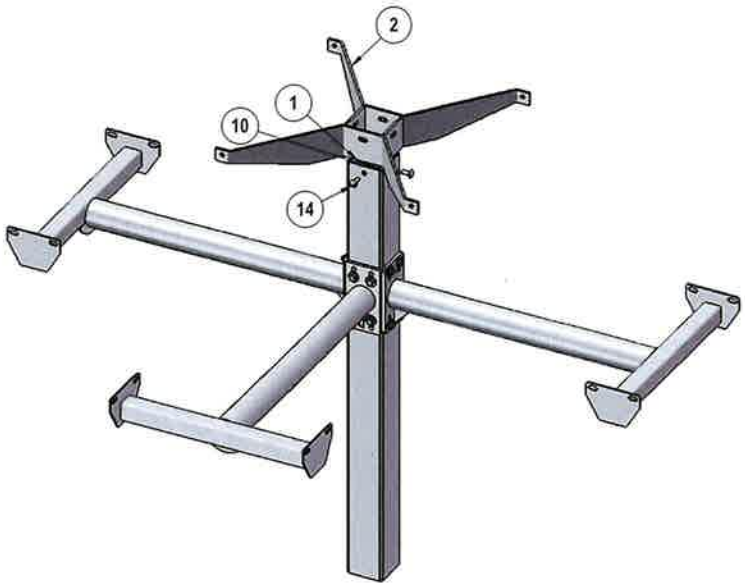
STEP 1



Attach the seat arms to the post as shown using specified hardware.

Superior RECREATIONAL PRODUCTS A PLAYCORE Company

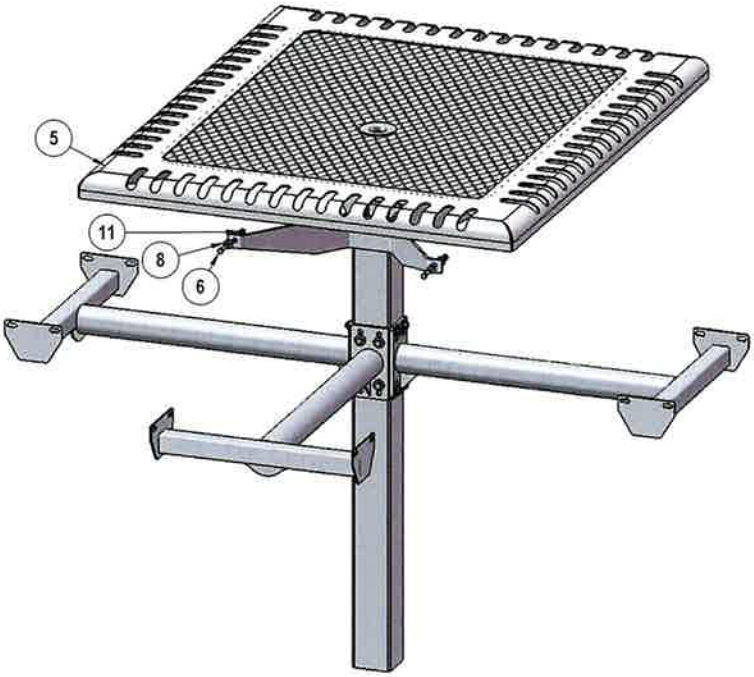
STEP 2



Attach the H Bracket to the post as shown using specified hardware.

Superior RECREATIONAL PRODUCTS A PLAYCORE Company

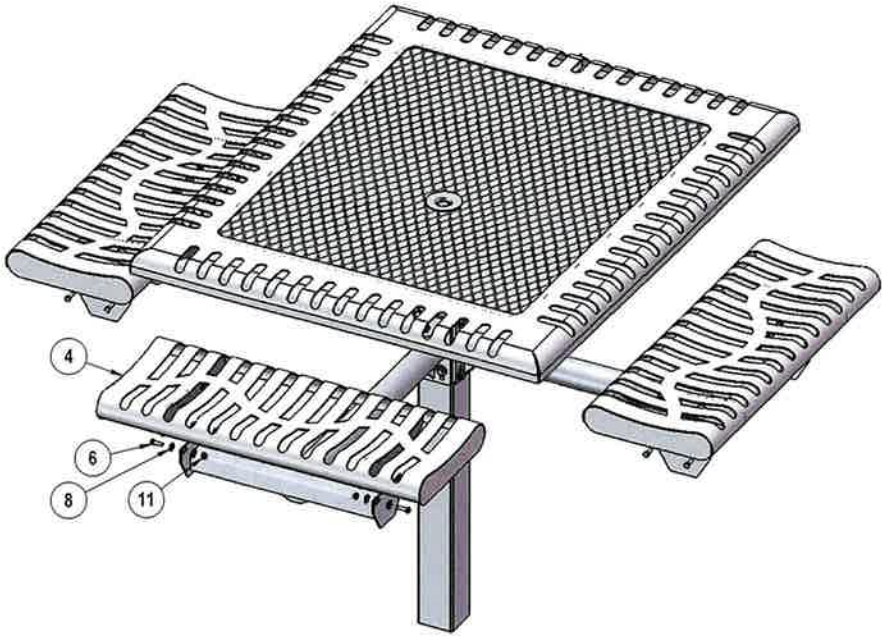
STEP 3



Attach the top to the H Bracket as shown using specified hardware.

Superior RECREATIONAL PRODUCTS A PLAYCORE company

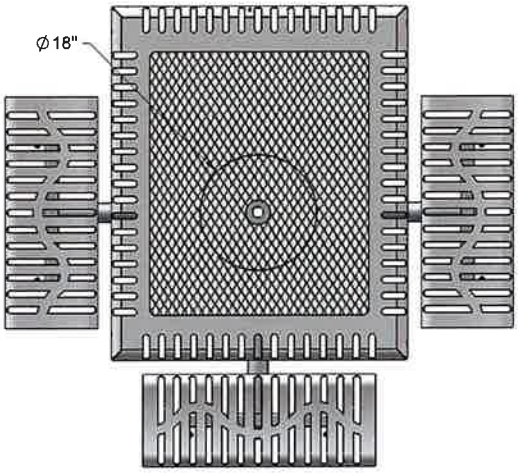
STEP 4

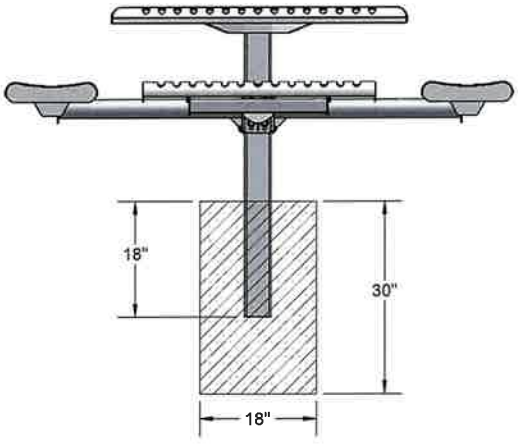


Attach the seats to the seat arms as shown using specified hardware.

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STEP 2

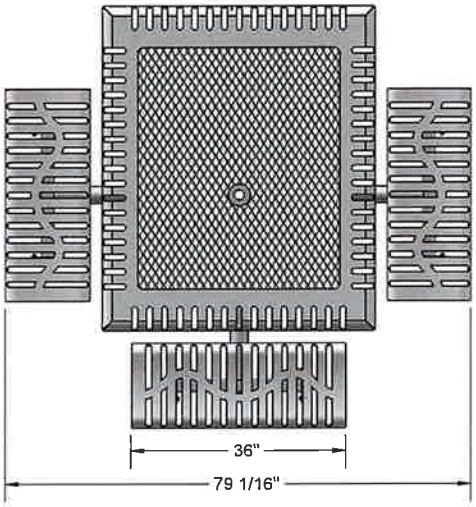


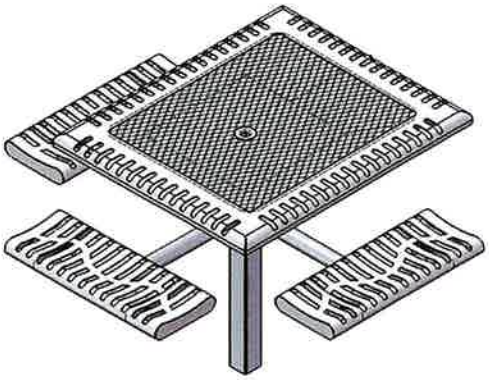


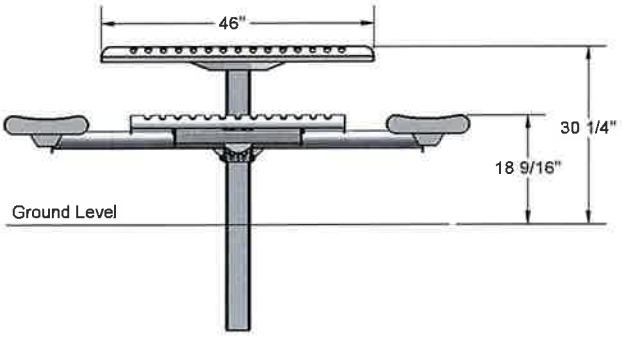
Estimated Required Concrete:
12 - 50 lb Bags of Concrete Mix

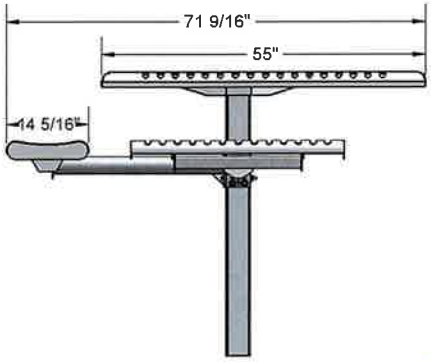
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OVERALL DIMENSIONS









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PARK SHADE PARK SHADE STRUCTURE

Vendor Code							SHD&NET	
Vendor Name							SHADE 'N NET	
Vendor Phone							6024847911	
Bid	**Activity**	**Resource**	**Desc**	**Quan**	**Unit**	**Plug Price**	**Unit Price**	
		4PLYSHD	SUBCONTRACTOR BOND COS	1.00	LS	2,355.5500	2,355.0000	
		4PFTS	TENSILE STRUCTURE	1.00	EA	10,000.0000	94,222.0000	
Quoted Amount							96,577	
Plugged Amount							0	
Bond							0	
Mobilization							0	
% Adjustment							0	
$ Adjustment							0	
Total Adjustment							0	
Totals						12,356	96,577	
Diff From Plug							**84,221**	
Total Minority							0	

A 'P' beside a price indicates a plug price.
Green background indicates that the vendor is selected.

Shade 'N Net Proposal/Contractual Agreement

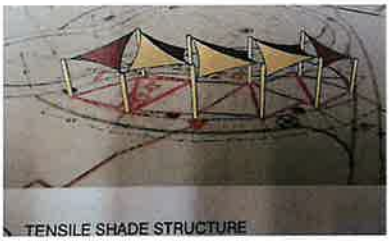
This is a legal agreement once signed. Complete and initial all pages.

Purchaser: Aken Gardner Construction	**City/District:** Chandler	**Remit payment to Manufacturer:**
Contact: Paul Ekstrom	**Quote #:**	Shade 'N Net 5711 Washington Phoenix, AZ 85043
Title:	**PO #:**	
Sales Rep: JJ Orlando	**Phone:** (480)435-8056	**Email:** JJ@shade-n-net.com

Billing Information	Shipping Information	Jobsite Information
Aken Gardner Construction 2195 W. Chandler Blvd Ste 200 Chandler, AZ 85224		Gazelle Meadows Park Chandler, AZ
Phone: 602.918.4931	**Contact:**	**Contact:**
Fax:	**Phone:**	**Phone:**
Email:	**Fax:**	**Fax:**

Dates:	Method for Completion:		Notes:
Proposal Date: April 12. 2024	X	Install	
Order Date:		Ship	
Revised Date:		Deliver	

DESCRIPTION	PRICE
1- 10 column custom sail system with 3 hypars and 2 triangles – 10'-17' entry heights See below	$ 53,322.00
Installation, Equipment Rental, (10)footings, rebar cages, and dirt haul	$ 37,900.00
Engineering	$ 2,200.00



ACCESSORIES & MISCELLANEOUS

QTY	ITEM	DETAILS	COST

Structures and Install	$ 91,222.00	**PAYMENT TERMS:**	
Private Locate	$ 400.00	(1) Upon execution of the Agreement (50% Deposit)	$
Engineering/permit submittal	$ 2,200.00	(2) Upon delivery of materials to the jobsite	$ 0.00
Permit Submittal	$ 400.00	**NOTES:**	
Subtotal	$94,222.00		
Sales Tax %	$		
TOTAL PRICE	**$ 94,222.00**	City Permit Fees not included will be added as direct pass through change order	

GENERAL SCOPE OF WORK

STRUCTURE DETAILS	
Fabric Type	Com 95
Fabric Color	TBD
Steel Color	TBD
Post Fixing Method	Recessed Base Plate
Entry Height	See Above
Wind load	Min 115 mph
Snow load	N/A
Depth of Artificial Surfacing	N/A

PRICING INCLUDES		
YES	NO	
X		Installation (based on a standard mobilization)
X		Shipping and Handling
X		Sales Tax
X		Engineered Drawings
	X	Unforeseen underground obstacles
	X	Permit Fees
X		Permit Processing
	X	Hand Holes for Electrical or Lighting Fixtures
	X	Payment & Performance Bonds

JOB REQUIREMENTS		
YES	NO	
X		Dirt removal
X		Concrete/Asphalt cutting
X		Concrete truck access
	X	Other equipment access
	X	Removal of existing system or posts
	X	Curb repair
	X	Landscaping Repair
	X	Electrical hook-up
	X	Trenching
	X	Site plan approval
	X	Site survey
	X	Special inspection
	X	Permits
	X	Soil tests
	X	Barricades or Fencing
	X	Union wages / Prevailing wages
	X	Certified payroll
		Other :

SITE PLAN & OTHER INSTALLATION DETAILS
(PLEASE ALSO ATTACH PHOTOS TO THIS DOCUMENT)

GENERAL TERMS, CONDITIONS AND WARRANTY

1) Proposal: The attached proposal is valid for 30 (thirty) calendar days from proposal date. After 30 days, Shade 'N Net reserves the right to increase prices due to a rise in costs of raw material, fuel or other increases.

2) Parties: The two parties included on this agreement are: the Purchaser and the Manufacturer. Purchaser (also refers to the end-user "Owner" in the event of a third-party purchaser) agrees to purchase and Shade 'N Net (also referred to as "Manufacturer") agrees to provide shade systems and other services as detailed and agreed to under "Pricing" and "General Scope of Work" between the parties.

3) Purchase: By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement) which is accepted by Shade 'N Net, the Purchaser identified above agrees to purchase shade structure(s) ("structures") and the services to be provided by Shade 'N Net as detailed in the "Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by Shade 'N Net, for use by Purchaser.

4) Standard Exclusions: Unless specifically included under "General Scope of the Work" or "Pricing" sections, this agreement does not include labor or materials for any of the following work: (a) Removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) Moving/Removing Purchaser's property; (c) Labor or materials required to repair or replace any Purchaser-supplied material; (d) Repair of concealed underground utilities not located on prints supplied to Shade 'N Net by Purchaser during the bidding process, or physically staked out by Purchaser which is damaged during construction; (e) Repair and/or replacement of artificial groundcover including but not limited to rubberized surfacing, artificial turf, concrete, cement and asphalt, regardless of age of the surface, that is damaged during construction; (f) Repair of damage to existing any other surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction. Any other work not specifically addressed in this agreement, is otherwise deemed excluded.

5) Bonding Guidelines: Due to Surety requirements, any Performance and/or Payment Bond that may be required will cover only the first year of the warranty. The manufacturer's warranty will be a separate document between Shade 'N Net and the Purchaser, which will be executed at the time of the completion of the work.

   If Purchaser will use or provide the structures and services for an Owner other than Purchaser (including, without limitation as a subcontractor of Purchaser), Purchaser will include the following statement in Purchasers contract with Owner:
   "The manufacturer's warranty for the Shade 'N Net brand structures is a separate document between Shade 'N Net and the ultimate owner at the time of completion of the installation and other services to be provided by Shade 'N net. Due to surety requirement, any performance and/or payment bond will cover only the first year of Shade 'N Net's warranty."

   If Shade 'N Net is awarded the contract for this project, please include the above statement in the contract.

6) Insurance Requirements: Shade 'N Net is not required to provide any insurance coverage in excess of the Manufacturer's standard insurance. A copy of the standard insurance is available for review prior to acceptance of this agreement.

Payment: All terms of payment are defined here and under "Pricing" and are specific to this contract. All payments must be made to Shade 'N Net at 5711 W. Washington Street, Phoenix, AZ 85043. Payments can be made by cash, check, debit/credit card, wire transfer, and government funds. A deposit totaling 50% of the Total Price amount is required to begin fabrication. The remaining balance is due in full according to the terms of this agreement i.e. when: (a) the order arrives at its shipping destination location; (b) when the order is picked up from Shade 'N Net; or (c) when substantial completion of the order has occurred, whichever happens first. "Substantial Completion" is defined as being the point at which the Structure or order is suitable for its intended use, or the issue of an occupancy certificate, or a final building inspection approval is issued, whichever occurs first. In any event where "substantial completion" cannot be effected due to delays or postponements caused by the Purchaser or any other party that is not Shade 'N Net, final payment (less 10% retainer) is due immediately on the date when "substantial completion" would have been, had the delay not occurred. If the Purchaser fails or delays in making any payments, Shade 'N Net may postpone the fulfillment of its obligations hereunder until such payments are made, or Shade 'N Net may be relieved of its obligations hereunder if payment is past due.

If Purchaser's order is marked for Pick Up at Completion, Shade 'N Net will notify when ready. From date of notification, Purchaser must take possession within 30 calendar days. If Purchaser is unable or unwilling to take possession, the remaining balance becomes immediately due in full and Storage Fees will be imposed in the amount of $125 on the Monday of each week thereafter until the structure has been picked up. The balance owed must be paid in full at the time of pick up. The grace period for payments does not apply to orders with storage fees.

Once a Shade 'N Net crew arrives on site to begin installation, if the Purchaser or any on-site personnel refuse entry, a $500 re-mobilization charge will be charged for each return trip. Other charges may apply for jobsite delay if the crew is waiting more than 30 minutes, not allowed to continue.

Shade 'N Net offers a 7-day grace period for payments. After the grace period, Purchaser agrees to pay a Late Fee of 1.5% of total balance owed per each month that a balance remains outstanding. Shade 'N Net reserves the right to use all remedies available under current laws, including but not limited to, filing of liens against the property, using a collection agency or the courts to secure the collection of the outstanding debt. Purchaser agrees to pay any additional cost or fees associated with collecting on the debt.

In all cases, if payment in not made in full according to the terms of this agreement, all warranties are void.

7) Lien Releases: In accordance with State laws, Shade 'N Net reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens. Upon request by Purchaser and based on the payments made-to-date, Shade 'N Net may issue appropriate partial lien releases prior to receiving final payment from Purchaser. Shade 'N Net will provide a full release of liens upon receipt of final payment.

8) Site-plan Approval, Permits, Permit Fees, Plans, Engineering Drawings and Surveying are specifically excluded from this contract unless specified under "Pricing" or "General Scope of Work". Shade 'N Net does not in any way guarantee or represent that a permit/site plan approval for construction will be obtained. If sealed engineered drawings are required but not included in the "General Scope of Work", there will be an additional cost. If Shade 'N Net has processed a request for Site Plans, Engineering drawings, permits, surveys, etc, on behalf of Purchaser, Purchaser agrees to pay for any additional charges even if the order is later changed, cancelled or postponed. All expenses incurred on behalf of Purchaser (engineering, site plans, shipping charges, etc) are the responsibility of the Purchaser, up to notice of cancellation.

9) Manufacturing & Delivery: Manufacturing lead time from acceptance of this agreement is approximately 4 to 8 weeks for standard products, and 8 to 12 weeks for custom products. Shade 'N Net is not responsible for delays caused by municipalities or permit processing and the wait time is excluded from these delivery windows. Delivery of unit(s) may occur prior to or at start of installation.

10) Sail Structures: *(If ordering a sail structure, this section must be initialed prior to sail structures being fabricated.)* Purchaser has initialed here indicating awareness that sail systems will and do have excessive scalloping and curved edges due the nature of being a cable-tensioned system. Once completed, the gaps may appear larger than expected and Purchaser has agreed to proceed with sail system order. Initials _____ _____

11) Concealed Conditions/Hard Dig Circumstances include, but are not limited to, water, gas, sprinkler, electrical and sewage lines, communication and cable lines, post tension cable, steel rebar, obstructions and soil conditions, etc. This agreement is based solely on observations Shade 'N Net was able to make either by visual inspection or by drawings and/or plans submitted by Purchaser at the time this agreement was bid. If additional concealed conditions are discovered once work has commenced which were not visible at the time this proposal was bid, Shade 'N Net will stop work and point out these unforeseen concealed conditions to Purchaser until Purchaser and Shade 'N Net can execute a change order to account for the charges for any additional time delays and work. In any event, any delays and/or damage caused by or to unforeseen concealed conditions is the sole responsibility of the Purchaser. Shade 'N Net shall not be held liable for any such delays and damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliches, bedrock, etc.), obstructions, rocks bigger than 4 inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser in the bidding process. Any condition requiring additional labor, equipment and/or materials to complete the drilling or concrete operations will require Purchaser to agree to charges on a change order before Shade 'N Net will continue the process.

12) Site/Use Review by Purchaser/Collisions with Posts: Shade 'N Net relies on the Purchaser to determine that the structure(s) ordered are appropriate and safe for the Purchaser's installation site and/or intended use. Shade 'N Net is not responsible for damages or injuries resulting from moving objects or persons colliding with the structure post(s). Shade 'N Net recommends ordering padding for the posts.

13) Changes in the Work: During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by Shade 'N Net. If agreed to by Purchaser, then a change order form must be completed and signed by both the Purchaser and Shade 'N Net and will detail the "General Scope of the Change Order". Additional deposit monies may be required by Shade 'N Net for significant changes. Once the change order has been signed, Shade 'N Net will execute the Change Order and perform all the work as required. Should any change order be essential to the completion of the project and the Purchaser refuses to authorize such change order then Shade 'N Net will be deemed to have performed its part of the project and the project will be terminated. Upon such termination, Shade 'N Net will submit a final billing to Purchaser for immediate payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied which will remain the property of the Purchaser.

14) Returned Orders, Deposits and/or Cancelled Orders: Within the first 45 days after shipment, all returned products and cancelled orders are subject to a 50% restocking fee. No returns are permitted after 45 day period. All Deposits are non-refundable. All expenses incurred (engineering, site plans, shipping charges, etc) are the responsibility of the Purchaser, up to notice of cancellation.

15) Installation/Assembly on-site: Purchaser must provide Shade 'N Net with a detailed drawing showing exactly where the structure(s) are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s) that the structure(s) is/are to be assembled over i.e. playgrounds, pools etc., must also be detailed, along with their peak heights (if applicable). Prior to installation, Purchaser is responsible to trim or remove any trees, tree branches, brush or other landscaping that interferes with installation of the structure.

Installation pricing: (a) is based on a standard mobilization charge. "Standard Mobilization" means the minimally required number of trips for the type of services ordered in the normal course of doing business, where no unexpected events occur. If additional mobilization is needed, there will be additional charges. (b) is based on a drill pier footing, unless specified otherwise. Any variation will incur additional charges (i.e. spread footings, additional concrete, sand, water, etc.) (c) assumes Shade 'N Net will have unrestricted access to the jobsite Monday thru Friday from sunrise to 6pm, and that installers will have access to water and electrical facilities during installation. Additional charges will apply if utilities are unavailable; (d) assumes all items in the work area will be moved prior to installers beginning any construction; (e) excludes moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation. Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay are the Purchaser's responsibility unless these obstructions are detailed on as-built site drawings or marked on the ground prior to fabrication and installation.

16) Access to jobsite: Purchaser shall provide Shade 'N Net with access to the installation site free and clear of debris, automobiles or other interference during the hours of assembly between sunrise to 6:00 p.m. on normal weekdays. Shade 'N Net is also to be allowed access to electrical and water facilities during assembly. Shade 'N Net will notify Purchaser of the scheduled installation date as soon as the installation can be scheduled and will obtain permission to head out to the jobsite. Purchaser agrees to have an representative on their behalf meet the installation crew at the job site to verify the exact location that each unit is to be placed. Once a Shade 'N Net crew arrives on site to begin installation, if the Purchaser or any on-site personnel refuse entry, or stop the installation after it has begun, a re-mobilization charge will be charged for the return trip and other charges may apply for jobsite delay if the crew is waiting more than 30 minutes, not allowed to continue.

17) Site Preparation: Purchaser is responsible to turn off sprinklers and irrigation prior to Shade 'N Net arrival on site. The ground needs to be dry enough that equipment like bobcats will not leave ruts in the ground. If Purchaser needs more time to dry out the ground, Shade 'N Net should be notified as early as possible. Where installation/assembly is part of the "General Scope of the Work" and in the event that the foundation or job-site is not suitable or ready to begin on the scheduled day, notification must be sent to Shade 'N Net at least 2 working days prior to the installation date, to allow Shade 'N Net to reschedule the project. In the event that Shade 'N Net is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to the Purchaser before Shade 'N Net will reschedule.

18) Delegation to Subcontractors: The manufacturing and assembly of the shade systems may be performed by subcontractors under appropriate agreements with Manufacturer.

19) Surcharges: When applicable, Shade 'N Net reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel and concrete. Due to the duration of proposals and contracts, Shade 'N Net reserves the right to implement this surcharge at any time when raw material cost increases warrant it.

20) Short Ship Claims: Purchaser has 7 calendar days from receipt of goods to file a short ship report to their sales representative in writing. Claims made after this time will not be honored.

21) Indemnification: To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless Shade 'N Net and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, related to the installation of the structure(s) or performance of the services, provided that such a claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose action they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this section.

22) Force Majeur for Impracticability: Shade 'N Net shall not be charged with any loss or damage for failure or delay in delivering or assembling of the shade systems when such failure or delay is due to any case beyond the control of Shade 'N Net or due to compliance with regulations or orders of

any federal, state or municipal government or due to any Act of God, strikes, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

23) Jurisdiction: This contract will be governed by the laws of the State of Arizona. If, at any time, any part of this contract is deemed unenforceable, only that section will be excluded and all other terms of this agreement remain in full force.

24) Dispute Resolution: Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered by the American Arbitration Association in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.

25) E-Verify Requirements: To the extent applicable under ARIZ. REV. STAT. §41- 4401. Shade 'N Net and its subcontractors warrants compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT §23-214(A).

When specifically applicable to the parties of this agreement: (a) Shade 'N Net or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the agreement and may result in the termination of the agreement by a government agency; (b) Shade 'N Net agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors on this project to ensure that those subcontractors are meeting the requirements of the above-mentioned statutes; (c) Government agencies retain the legal right to randomly inspect the papers and records of Shade 'N Net and its subcontractors who work based on the Agreement to ensure that Shade 'N Net and its subcontractors are complying with the above-mentioned warranty; (d) Shade 'N Net and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the appropriate government agency; (e) Shade 'N Net and its subcontractors shall cooperate with government agency random inspections including granting entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

26) Compliance with A.R.S. §35-391.06 and 35-393.06: Shade 'N Net certifies that it does not have, nor will it for the duration of the contract have scrutinized business operations in Sudan or Iran in A.R.S. § 35-391.06 and 35-393.06.

27) Cancellation for Conflict of Interest: This agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.

28) This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that all details, terms and components are contained within this agreement. Anything not written in this agreement is specifically excluded.

29) Assignment: Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Shade 'N Net. The agreement shall be binding upon and insure to the benefit of Shade 'N Net and the Purchaser, their successors and permitted assigns.

30) Warranty Limitations of Liability:

- Shade 'N Net provides a limited warranty on all Shade 'N Net-supplied labor and materials. No other warranty is implied.
- The warranty set forth shall be the purchaser's sole and exclusive warranty. An additional copy of this warranty can be provided upon request at or after the final payment has been paid.
    - All warranties below are effective from the date of installation by Shade 'N Net. In the event that Shade 'N Net is shipping to Purchaser for Purchaser to install, the warranty begins when shipper takes possession of order. If Purchaser picks up the order, the warranty begins when Purchaser takes possession of order.
    - Shade 'N Net reserves the right to determine, at its discretion, to repair or replace any item covered by this warranty.
    - This warranty is void if units are not paid for in full within the 7 day grace period. There is no warranty coverage if the terms of this agreement are not fulfilled.
    - The warranty is void if the units are not assembled in strict compliance with the manufacturer's specifications. If unit is not assembled within 30 days of arrival on site, to be covered under warranty, it must be stored off the ground, indoors in a dry environment protected from direct sunlight to prevent corrosion, damage and undue fading.
    - Purchaser shall notify Shade 'N Net in writing, detailing any defects for which a warranty claim is being made.
    - Shade 'N Net shall not in any event be liable for indirect, special, consequential, or incidental punitive or liquidated damages in any action arising from or related to this agreement whether based in contract, tort (including negligence), intended conduct or otherwise, including without limitation, damages relating to the loss of profits, income, or goodwill, regardless of whether Shade 'N Net has been advised of the possibility of such damages.
    - Purchaser's sole remedy for a breach of warranty set forth in this section will be the re-performance of the services, or if that is not possible or practical, the refund of the price of the services that breached the warranty.
    - In no event will Shade 'N Net's liability for monetary damages under this agreement exceed the fees paid or due and payable for the services under this agreement (or the relevant purchase order).
    - Except for the warranties expressly set forth in this agreement, no other warranties exist. Shade 'N Net specifically denies the implied warranties of fitness for a particular purpose and merchantability. Further, Shade 'N Net does not warrant that the services or structures will meet the requirements or particular purposes of the Purchaser.
    - The warranty is void if any changes, modifications, additions or attachments are made to the unit without the prior written consent of the manufacturer.

- Any modification, alteration or attachment made to the structure or fabric will void the warranty. No signs, objects, ornaments, fans, light fixtures, decorations may be hung on the structure unless specifically designed and engineered by the manufacturer. These items may interfere with the fabric causing the warranty to be voided.
- Warranty shall be void if damage to the steel frame or fabric top is caused by misuse, willful or intentional damage, vandalism, or any Act of God, including, but not limited to, tornado, hurricane, micro/macro burst, ice, snow or wind in excess of applicable building code parameters.
- In the event that the property where a structure is installed changes ownership, the warranty transfers to the new owner if installed in the original location.

31) Warranty for Fabric:
- The fabric used carries a 10-year limited manufacturer's warranty from the date of installation (or shipping as appropriate), against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold, or significant discoloration. Should fabric need to be replaced under the warranty, Shade 'N Net will manufacture and ship new fabric at no charge for the first 6 years, thereafter pro-rated at 18% per annum over the last 4 years (i.e. 82%, 64%, 46%, 28%). If Purchaser needs Shade 'N Net to remove and/or reinstall the net, there may be a labor charge that will be determined on a case-by-case basis and is dependent upon the cause of the warranty claim.
- The Shade 'N Net warranty covers fabric tops up to 40 feet in length. Fabric tops over 40 feet in length are covered by a non-prorated 5-year warranty.
- Protective column pads are warranted for 1 year.
- This warranty shall be void if damage to the shade fabric is caused by contact with sharp edges, chemicals, misuse, vandalism, or any Act of God, including but not limited to, tornado, hurricane, micro/macro burst, ice, snow or wind in excess of the applicable building code parameters.
- All fabric tops are only warranted for winds and gusts up to 90mph and prior to snow or ice accumulation.
- Unless the "Snow Load" option is specifically ordered with this agreement, the fabric must be removed before snow fall each year to have warranty coverage. If fabric remains installed during snowfall, the warranty is void.
- All fabric curtains, valances and flat vertical panels are not covered under the warranty.
- Shade 'N Net reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser a choice of available colors to replace the warranted fabric. Shade 'N Net does not warrant that any particular color will be available for any period of time and reserves the right to discontinue any color for any reason, without recourse by the Purchaser of the discontinued fabric color.

32) Warranty for Steel:
- The structural integrity of the steel is warranted for 15 years.
- Workmanship and painted surfaces are warranted for 1 year.
- This warranty shall be void if damage to the steel frame is caused by misuse, vandalism, any Act of God, including but not limited to, tornado, hurricane, micro/macro burst ice, snow or wind in excess of applicable building code parameters.

33) Warranty for Thread:
- This warrants that the sewing thread will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather or water for the warranty life of the fabric.
- This warranty does not cover damage from fire, cuts, vandalism, misuse, or any act of God including but not limited to tornado, hurricane, micro/macro burst ice, snow or wind in excess of the applicable building parameters.
- Labor for the removal, assembly and/or freight of fabric with damage caused by thread, will only be covered in instances where Shade 'N Net has installed the unit. In all cases where Shade 'N Net did not install, all labor for the removal and/or freight will be charged to the Purchaser and the warranty will only be applicable to the repair or replacement of defective materials.
- All other warranties are disclaimed.

I affirm that I understand and agree to the terms of this agreement. Executed as of the date below:

PURCHASER:		**FOR SHADE 'N NET:**	
Signature:	_____	Signature:	_____
Name Printed:	_____	Name Printed:	**JJ Orlando**
Title:	_____	Title:	*Director Business Development*
Date:	_____	Date:	_____

**This document must be signed by both Purchaser and Shade 'N Net to be valid.

PLYEUIPMEN PLAYGROUND EQUIPMENT

Vendor Code							EXERPLAY	
Vendor Name							EXERPLAY	
Vendor Phone								
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price	
170	2003320	4PLYEQP	SUBCONTRACTOR BOND COS	1.00	LS	0.0000	3,381.0000	
Quoted Amount							3,381	
Plugged Amount							0	
Bond							0	
Mobilization							0	
% Adjustment							0	
$ Adjustment							0	
Total Adjustment							0	
Totals						0	3,381	
Diff From Plug							**3,381**	
Total Minority							0	

A 'P' beside a price indicates a plug price.
Green background indicates that the vendor is selected.

PLYSURFACE PLAYGROUND SURFACES

Vendor Code							SCOFAZ	
Vendor Name							SPORT COURT	
Vendor Phone								
Bid	**Activity**	**Resource**	**Desc**	**Quan**	**Unit**	**Plug Price**	**Unit Price**	
170	2003360	4PLYSUR	SUBCONTRACTOR BOND COS	1.00	LS	2,500.0000	2,855.0000	
1180	2003360	4PLYSUR	BASKETBALL COURT	6,334.00	SF	17.4000	18.0300	
Quoted Amount							117,057	
Plugged Amount							0	
Bond							0	
Mobilization							0	
% Adjustment							0	
$ Adjustment							0	
Total Adjustment							0	
Totals						112,712	117,057	
Diff From Plug							**4,345**	
Total Minority							0	

A 'P' beside a price indicates a plug price.
Green background indicates that the vendor is selected.

Released by Luke Seidman on Apr 23, 2024 **Released**

SPORT COURT of Arizona

PO Box 44910 • Phoenix, AZ 85064 • Phone: 6028408474

ACHEN-GARDNER CONSTRUCTION - pekstrom@achen.com
Cell: +16029184931

Print Date: 4-23-2024

Proposal for Paul Ekstrom - City of Chandler 66'X96' POST TENSION BASKETBALL COURT

POST TENSION

1. ESTABLISH AN AREA 66' X 96' IN DESIGNATED AREA.
2. FINE GRADING ONLY. LASER GRADE EXISTING GROUND AND INSTALL OVER HEAVY MIL PLASTIC AND GEOTEXTILE FABRIC. NEED ACCESS FOR TRUCKS AND TRACTORS.
3. PUMP 5" OF 3000 PSI CONCRETE. CONCRETE SHALL CONTAIN SUPER-PLASTICIZERS WHICH REDUCES THE WATER TO CEMENT RATIO THEREBY MINIMIZING POTENTIAL CRACKING. A SURFACE RETARDER SHALL BE SPRAYED ON SLAB TO REDUCE MOISTURE EVAPORATION, IF NECESSARY.
4. REINFORCING SHALL BE POST TENSIONING. CABLES, 1/2", IN PLASTIC SHEATHING, SHALL BE SPREAD THE LENGTH AND WIDTH OF SLAB. CABLES SHALL BE TENSIONED TO CONTAIN CRACKING.
5. SLAB SHALL BE LASER SCREEDED TO HIGH QUALITY TOLERANCES TO PRODUCE AN EXTREMELY UNIFORM PLAYING SURFACE. USING THE LASER SCREED ALSO REDUCES THE POSSIBILITY OF COLD SEAMS WHERE CRACKING COULD OCCUR.
6. A DOUBLE HEADED RIDER PAN TROWEL SHALL BE USED FOR FLOAT WORK TO ENSURE FLATNESS OF SLAB.
7. AFTER 30 DAY CURE PERIOD, COURT SHALL BE PRESSURE WASHED & CLEANED THOROUGHLY.
8. LAYOUT AND STRIPE BASKETBALL COURT WITH 2" WHITE TEXTURED LINES.
9. THREE COATS OF LATEX ACRYLIC SHALL BE APPLIED W/ 3' WIDE SQUEEGEE IN CHOICE OF COLORS. PRIMARY COAT WILL BE ACRYLIC RESURFACER & TWO COATS OF COLORED LATEX ACRYLIC.

Items	Description
66'X96' POST TENSION CONCRETE SLAB	INCLUDES CONCRETE PUMP OR BUGGY INCLUDES HEAVY MIL PLASTIC, GEOTEXTILE FABRIC, AND ABC BASE
LATEX ACRYLIC SURFACING	
TWO TRUE BOUNCE BASKETBALL HOOPS	TRUE BOUNCE BACKBOARDS WITH SOLID SLAM POLES
INSTALLATION	

Total Price: $114,200.00

NOTES: DOES NOT INCLUDE TAXES. IF TAXES APPLICABLE, ADD 6.7%, INCLUDES ABC BASE, HEAVY MIL PLASTIC AND GEOTEXTILE FABRIC. DOES NOT INCLUDE ANY ADDITIONAL IMPORT OR REMOVAL. DOES NOT INCLUDE HOA OR CITY APPROVAL, OR PERMITS. DOES NOT INCLUDE ENGINEERED GRADING AND DRAINAGE PLAN. OWNER RESPONSIBLE FOR LOCATION OF COURT AND PERMIT PROCESS. CAN'T BE RESPONSIBLE FOR ANY UNSEEN LINES IN AREA. CAN NOT WARRANTY ANY CRACKING IN SLAB FOR ANY PERIOD OF TIME. DOES NOT INCLUDE HARD DIG. PROPOSAL GOOD FOR 30 DAYS.

THANK YOU FOR CONTACTING SPORT COURT OF ARIZONA. WE LOOK FORWARD TO SERVING YOU!

Mike Fox
mike@sportcourtaz.com
Mobile (602) 478-8800

Luke Seidman
luke@sportcourtaz.com
Mobile (914) 817-1856

PO BOX 44910 PHOENIX, AZ 85064 * (602) 478-8800 * FAX (602) 795-8570 * www.sportcourtaz.com

Official Sport Court Builder Of The Phoenix Suns Proud Sponsor Of The Steve Nash Foundation

I confirm that my action here represents my electronic signature and that I agree to the above proposal.

Signature: _____

Date: _____

Print Name: _____

QC QUALITY CONTROL

Vendor Code							SAECO	
Vendor Name							SAECO	
Vendor Phone							5202378937	
Bid	**Activity**	**Resource**	**Desc**	**Quan**	**Unit**	**Plug Price**	**Unit Price**	
		4QC	MATERIAL TESTING SUB	1.00	LS	15,218.7500	14,895.0000	
Quoted Amount							14,895	
Plugged Amount							0	
Bond							0	
Mobilization							0	
% Adjustment							1,490	
$ Adjustment							0	
CYLINERS			CONCRETE CYLINDERS				2,000	
ENGNRG TEC			ENGINEERING TECH				5,440	
PAVE			A.C. PAVE DAYS				1,000	
Total Adjustment							9,930	
Totals						15,219	24,825	
Diff From Plug							**9,606**	
Total Minority							0	

A 'P' beside a price indicates a plug price.
Green background indicates that the vendor is selected.

December 6, 2023 - Revised April 17, 2024

SMITH & ANNALA
ENGINEERING CO.
SAECO
saecosafe.com
Phone: 480-659-4101
Fax: 480-659-5484

Achen Gardner Construction, LLC.
2195 W. Chandler Blvd., Suite 200
Chandler, AZ 85224

Attention: Paul Ekstrom
Senior Estimator

Subject: **Proposal For Construction Engineering Services Rev. 1**
Gazelle Meadows Park Renovation
500 N. Exeter St.
Chandler, AZ 85225
SAECO Proposal Number PC44.23.065

Smith & Annala Engineering Co. (SAECO) is pleased to provide this proposal for construction materials testing services for the Gazelle Meadows Park Renovation Project. SAECO has developed this proposal based upon our review of the plans and specifications for this project and our experience on similar projects.

SAECO

SAECO was founded in 2011 by Michael E. Smith, P.E. and Michael S. Annala, R.G. The firm provides geotechnical engineering, construction QA/QC, and environmental services to clients across the Southwestern U.S. The firm is locally owned and operated and is headquartered in Tempe, Arizona. Currently our staff consists of over 40 engineers, geologists, engineering technicians, and special inspectors. We have built a considerable presence in the industry as a startup during challenging economic conditions because of our commitment to our safety culture and client service. We hope to demonstrate these attributes for your company on this project.

SAECO maintains American Association of State Highway and Transportation Officials (AASHTO) Materials Reference Laboratory (AMRL) and Cement and Concrete Reference Laboratory (CCRL) accreditation. These programs require our quality system meet strict federal criteria and requires us to undergo inspections which assess our personnel and our equipment relative to the criteria established by AASHTO. The programs also require us to participate in a Proficiency Sample Program (PSP) which allows us to conduct testing and provide results that are then compared to other accredited laboratories across the United States.

The company is also commited to the certification and continued development of our employees. SAECO Construction Engineering personnel maintain certifications in a wide range of programs including Arizona Training and Technical Institute (ATTI), American Concrete Institute (ACI), International Code Council (ICC), National Institute of Certified Engineering Technicians (NICET), and the Geosynthetic Institute.

The engineering and management personnel in the Construction Engineering Department of SAECO are currently or have been involved in leadership roles within the American Society of Civil Engineers (ASCE), Arizona Rock Products Association (ARPA), and Maricopa Association of Governments (MAG) Specifications and Technical Committee. Additionally, Mr. Michael E. Smith, P.E. has served as a faculty associate at Arizona State University in the Del E. Webb School of Construction. Our engineering and management personnel are actively involved in determining the future of the construction engineering industry.

The Construction Engineering Department of SAECO has experience on hundreds of projects performing Quality Assurance (QA) and/or Quality Control (QC) materials testing and inspection services. Our staff can provide a wide range of construction engineering services including asphalt and concrete mix designs; laboratory asphalt, soils, concrete, and aggregate evaluations; construction management and safety related services; geosynthetic materials evaluation and inspection; ICC Special Inspection; and, expert witness consulting on various construction, geotechnical, and/or construction materials issues.

Project Information

SAECO understand this project consists of park renovations for Gazelle Meadows Park in the city of Chandler. Testing will include concrete sidewalk paving, new basketball court construction, concrete for skateboarding structures, and playground equiptment installations.

SMITH & ANNALA ENGINEERING CO
SAECO

Scope of Work and Fee Schedule

Miscellaneous Field Density Testing

SAECO will provide an Engineering Technician to perform sampling (if necessary) and testing during the placement of parking area subgrade, utility trench backfill, and other parking lot aggregate base course in an attempt to evaluate the level of compaction achieved by the contractor. Field testing will include both nuclear density (ASTM D6938) and sandcone density (ASTM D1556).

Soils and aggregate requiring laboratory testing will be sampled and delivered to our AMRL accredited laboratory in Tempe, Arizona. Laboratory testing will include maximum density - optimum moisture (proctor) determinations. Additional laboratory testing will include sieve analysis and plasticity index for aggregate base course materials.

Description	*Quantity*	*Rate*	*Amount*
Engineering Technician, per hour	60	$ 68.00	$ 4,080.00
Engineering Technician - OT/Standby, per hour	5	$ 102.00	$ 510.00
Mileage (12 trips)	200	$ 0.80	$ 160.00
Proctor (ASTM D698 or ASTM D1557)	2	$ 125.00	$ 250.00
Sieve Analysis (ASTM C136/C117)	2	$ 95.00	$ 190.00
Plasticity Index (ASTM D4318)	2	$ 85.00	$ 170.00
Subtotal, Miscellaneous Field Density Testing			$ 5,360.00

Sitework Concrete

SAECO will provide an Engineering Technician to perform sampling and testing during the placement of concrete. Sampling of concrete will be performed in accordance with ASTM C172. After sampling the temperature of the plastic concrete will be determined in accordance with ASTM C1064 and the slump will be determined in accordance with ASTM C143. If required by the project specifications, or client request, air content and/or yield will be determined in accordance with ASTM C138, ASTM C173, or ASTM C231.

Our Engineering Technician will fabricate a set of concrete compressive strength specimens in accordance with ASTM C31. Unless otherwise directed, our Engineering Technician will fabricate a set of 4 test specimens. One specimen will be tested at 7-days, 2 specimens will be tested at 28-days, and the fourth specimen will be utilized as a hold cylinder in the event the concrete does not make strength at 28-days or additional evaluation is necessary. SAECO will transport the specimens to our central laboratory for compressive strength testing. The specimens will be cured in accordance with ASTM C31 during both the initial and final curing. Laboratory compressive strength testing will be performed in our CCRL accredited laboratory in Tempe, Arizona. ASTM C617 (capping) or ASTM C1231 (unbonded caps) procedure will be followed.

Based upon our review of the project requirements, we have estimated the number of trips below based upon a sampling frequecy of 1 set of compressive strength specimens for every 50 cubic yards of sitework concrete placed.

Description	*Quantity*	*Rate*	*Amount*
Engineering Technician, per hour	40	$ 68.00	$ 2,720.00
Engineering Technician - OT/Standby, per hour	5	$ 102.00	$ 510.00
Mileage (20 trips)	400	$ 0.80	$ 320.00
Comp. Stength of Concrete Cylinders (Set of 4, ASTM C39)	20	$ 100.00	$ 2,000.00
Subtotal, Sitework Concrete			$ 5,550.00

Structural Steel

SAECO will provide a special inspector to provide reinforcing steel inspections to confirm the structural plans have been followed.

Description	*Quantity*	*Rate*	*Amount*
Structural Steel Inspector, per hour	15	$ 80.00	$ 1,200.00
Structural Steel Inspector - OT/Standby, per hour	5	$ 120.00	$ 600.00
Mileage (5 trips)	200	$ 0.80	$ 160.00
Subtotal, Structural Steel			$ 1,960.00

Additional Items

Description	*Quantity*	*Rate*	*Amount*
Report Preparation & Dispatch, per hour	10	$ 60.00	$ 600.00
Project Manager, per hour	5	$ 195.00	$ 975.00
Professional Engineer, P.E., per hour	2	$ 225.00	$ 450.00
Contingency	0	$ -	$ -
			$ 2,025.00

TOTAL ESTIMATED FEE	**$ 14,895.00**

ADDITIONAL PROVISIONS

1) Hourly rates shown are based upon a typical 5 day per week, 8 hour per day schedule. The overtime rate applies for work more than 8 hours per day, weekends, and holidays.
2) Services are billed portal to portal from our office in Tempe, Arizona.
3) A 4-hour minimum charge applies for all of our services.
4) Services will be performed with appropriate notification. Schedule requests should be made by emailing us at dispatch@saecosafe.com before 2 pm of the day prior to needing services.

Closing

We are available to start work immediately. SAECO appreciates this opportunity to provide this proposal. We have attached a Consulting Agreement which you can use to authorize us to begin work. Should you find this proposal acceptable please sign and return this proposal which includes the Consulting Agreement. We are available to discuss this proposal with you should have any questions.

Sincerely,

Michael E. Smith, P.E.
Principal

attachment: Consulting Agreement

CONSULTING AGREEMENT

Consulting Agreement Date (the "Effective Date") **December 6, 2023 - Revised April 17, 2024**
Between ("Consultant") **Smith & Annala Engineering Co. DBA SAECO**
and (Company) **Achen Gardner Construction, LLC.**
SAECO Proposal No. **PC44.23.065**

This CONSULTING AGREEMENT (the "Agreement") is entered into between Consultant and Company each together sometimes referred to as the "Parties" and/or individually as a "Party". In consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. Engagement. The company herby retains Consultant to provide the services described in the above referenced SAECO Proposal. Consultant shall devote reasonable time and his reasonable best efforts, skill, and attention to the performance of such consulting services.

2. Term of Engagement. This Agreement shall commence as of the Effective Date and, unless terminated as set forth in Section 8, continue through the completion of the work which should not be longer than 90 days. The term of this Agreement as in effect from time to time shall be referred to as the "Term."

3. Compensation. During the Term of this Agreement, as compensation for all services rendered by the Consultant, the Company shall pay fees to the Consultant in accordance with the above referenced proposal.

4. Taxes. Consultant shall be responsible for payment of all taxes arising out of Consultant's activities in accordance with this Agreement.

5. Termination. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. Except as otherwise provided herein, in the event of termination, Consultant shall be entitled to compensation until the expiration of the stated notice period. Notwithstanding the foregoing, in the event of a violation by Consultant of any term or condition, express or implied, of this Agreement or of any federal or state law or regulation pertaining to or arising from Consultant's performance of services under this Agreement, the Company may, in its discretion, terminate this Agreement immediately, without notice and in such event, Consultant shall only be entitled to compensation up to the time of such violation.

6. Entire Agreement and Amendment. This Agreement embodies the entire agreement and understanding of the Parties hereto in respect of the subject matter of this Agreement, and supersedes and replaces all prior agreements, understandings and commitments with respect to such subject matter; provided, however, that this Agreement shall be subject to the terms and conditions of the Confidentiality Agreement. This agreement may be amended only by a written document signed by both Parties to this Agreement.

7. Limitation of Liability. The Consultant's liability for work performed under this contract shall be limited to $50,000. Neither Company nor any third parties assume liability for damages to others which may arise solely on account of Consultant's negligent acts, errors or omissions. As part of the consideration Consultant requires for provision of the Services indicated herein, Company agrees that any claim for damages filed against Consultant by Company or any contractor or subcontractor hired directly or indirectly by Company will be filed solely against Consultant or its successors or assigns and that no individual person shall be made personally liable or liable for damages, in whole or in part.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona.

Consulting Agreement (Cont.)

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. Invoice(s). Consultant will submit an invoice to the Company upon completion of the work or on a monthly basis depending on project duration. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date.

11. Standard of Care & Notification. Services performed by Consultant under this Consulting Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No warranty express of implied is made.

Consultant agrees to notify Company when unanticipated hazardous materials or suspected hazardous materials are encountered. Company agrees to make any disclosures required by law to the appropriate governing agencies.

Consultant will be responsible for data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

IN WITNESS WHEREOF the Parties have executed this Agreement to be effective as of the Effective Date.

COMPANY:

Achen Gardner Construction, LLC.

By: _____

Name: _____

Title: _____

Date: _____

CONSULTANT:

Smith & Annala Engineering Co. (SAECO)

Michael E. Smith, P.E.
Principal

RAMADA RAMADA

Vendor Code							EXERPLAY	
Vendor Name							EXERPLAY	
Vendor Phone								
Bid	**Activity**	**Resource**	**Desc**	**Quan**	**Unit**	**Plug Price**	**Unit Price**	
170	2003340	4PLYSHD	SUBCONTRACTOR BOND COS	1.00	LS	0.0000	0.0000	
5155	2003340	4PLYSHD	RAMADA	1.00	EA	34,372.0000	34,372.0000	
Quoted Amount							34,372	
Plugged Amount							0	
Bond							0	
Mobilization							0	
% Adjustment							0	
$ Adjustment							0	
Total Adjustment							0	
Totals						34,372	34,372	
Diff From Plug							0	
Selected Total							34,372	
Total Minority							0	

A 'P' beside a price indicates a plug price.
Green background indicates that the vendor is selected.

Proposal

Q001563

Please Issue Purchase Order to:

Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155

Proposal Date	Salesperson
4/8/2024	Kevin Solomon 480-323-0337 kevin@exerplay.com

Chandler, City of; Gazelle Meadows Park Renovation

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
		LANDSCAPE STRUCTURES, INC.			
3.00	171570A	Mushroom Stepper 16" (DB Only), Design 23650A	1,200.00		3,600.00
2.00	171572A	Mushroom Stepper 24" (DB Only), Design 23650A	1,580.00		3,160.00
3.00	171568A	Mushroom Stepper 8" (DB Only), Design 23650A	1,200.00		3,600.00
1.00	247189A	Chill Spinner Direct Bury, Design 23650A	2,620.00		2,620.00
2.00	247179A	Curva Spinner (DB Only), Design 23650A	2,395.00		4,790.00
1.00	148638A	Stand-Up Seesaw Direct Bury, Design 23650A	3,235.00		3,235.00
3.00	158105A	Wobble Pod Bouncer (DB Only), Design 2365A	1,960.00		5,880.00
1.00	FREIGHT	Freight/Shipping Charges (150-23-1654)	3,510.00		3,510.00
1.00	CEC-INSTALL	Installation of Playground Equipment (09048-1)	8,695.00		8,695.00
		Current lead time on play equipment is September 2024			
		SCENIC SHELTERS			
1.00	SHELTER	20' x 20' Steel Open Gable, SOG2020-CUS, 24 ga. multi-rib metal roof, 4:12 roof pitch, 10' Eave for Exposed 3' Pier, Powder coated steel frame(Standard colors only **Upcharge for custom colors), Zinc plated fasteners, Tubular steel frame utilizes hidden hidden bolts & fasteners where possible, Electrical Provisions: N/A - NOTE - Lead time for Ramadas is approximately 10 weeks, anchor bolts and permits by others.	18,645.00		18,645.00
1.00	ENGINEERING	Structural Calculations - NOTE - Lead time for Structural Calcs is approximately 3-4 weeks	1,250.00		1,250.00
1.00	FREIGHT	Freight/shipping charges (55689)	4,927.00		4,927.00
1.00	CEC-INSTALL	Installation of Ramada (excludes footers, masonry & permits) (09048-1)	9,550.00		9,550.00
		SITE FURNISHINGS			
6.00	GPS20	Rotating Grill, In-Ground Mount	497.00		2,982.00
19.00	TR32CLASSIC	32 Gallon Classic Standard Trash Receptacle, Receptacle Only	670.00		12,730.00
19.00	FLATTOP32-HW	Flat Top for 32 Gallon Receptacles	187.00		3,553.00
19.00	LINER32-BLACK	Plastic Liner - Black Color	83.20		1,580.80
19.00	TR-SM-HW	Surface Mounting Kit for All Models	93.50		1,776.50
15.00	B6WBCLASSIC	6' Portable Classic Bench with Back	1,927.00		28,905.00
4.00	T46CLASSPEDS	46" Classic Square Pedestal Table with 4 Attached	2,458.00		9,832.00
2.00	T46CLASSPED-3SADA	46" x 57" Classic Accessible Square Pedestal Table with 3 Attached Seats, In-Ground Mount	2,315.00		4,630.00
2.00	T8RCDBLPEDHDCPS	8' Regal Accessible Rectangular (Double) Pedestal	2,007.00		4,014.00
4.00	T6RCPEDHDCPS	6' Regal Accessible Rectangular Pedestal Table, In-Ground Mount	2,145.00		8,580.00
1.00	FREIGHT	Freight/Shipping Charges (QUO0281973)	9,696.00		9,696.00
1.00	CEC-INSTALL	Installation of Webcoat Site Furnishings (09048-1)	16,905.00		16,905.00

Proposal

Q001563

Please Issue Purchase Order to:

Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155

Proposal Date	Salesperson
4/8/2024	Kevin Solomon 480-323-0337 kevin@exerplay.com

Chandler, City of; Gazelle Meadows Park Renovation

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
2.00	SITE FURNISHINGS	GN45-5 • 4.5" 5' EXT GN W/PLATE & BRACES	1,062.00		2,124.00
2.00	1342B	42 x 72 Rectangular Fiberglass Backboard with Orange Red Mold	813.00		1,626.00
2.00	8800	Endurance Breakaway Slam Goal with Nylon Net	239.00		478.00
1.00	FREIGHT	Freight/Shipping Charges (020689-00)	1,740.00		1,740.00
2.00	CEC-INSTALL	Installation of Sports Equipment (09048-1)	1,435.00		2,870.00
		SAFETY SURFACING			
565.00	EWF	Engineered Wood Fiber, priced per cu/yd (6807 SF at 18" Depth)	25.00		14,125.00
6.00	FREIGHT	Freight/Shipping Charges, Priced per Truck Load (14630)	1,262.00		7,572.00
6.00	SURFACING	DL6 • WOODCARPET FABRIC 5X300	266.00		1,596.00
1.00	CEC-INSTALL	Installation of Engineered Wood Fiber, 6807 SF at 18" Depth and GeoTek Fabric (09048-1)	14,115.00		14,115.00
4.00	SITE FURNISHINGS	3' x 5' x 2" Swing Wear Mat - Black	189.00		756.00
1.00	FREIGHT	Freight/Shipping Charges (67202 R1)	611.00		611.00
4.00	CEC-INSTALL	Installation of Wear Mats (09048-1)	101.00		404.00
1.00	SURFACING	Provide & Install 1023 SF Sqft CP Kid Play 60oz Antimicrobial Yarn System with Fall Safe 1" rubber buffings systems w/ nailer boards (26514) Note: Turf includes subbase, not concrete	23,740.00		23,740.00
1.00	CEC-INSTALL	Add Option: Temporary fence, chain-link. Fencing is a deterrent only. Project owner is responsible for site security. CEC is not liable for theft or vandalism that occurs even if temporary fencing is provided. 392 LF Play Area only (Contiguous)	4,865.00		4,865.00
1.00	CEC-INSTALL	Add Option: Hire private line locator (Local) *Pricing reflects single, concurrent mobilization. Additional mobilization will incur a minimum cost of $975.00 each.	975.00		975.00

THIS PROPOSAL IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS
Taxes subject to change

Proposal prepared by: Ashley Gonzales

Subtotal	256,243.30
Tax Total:	0.00
Total	256,243.30

Proposal

Q001563

Please Issue Purchase Order to:

Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155

Proposal Date	Salesperson
4/8/2024	Kevin Solomon 480-323-0337 kevin@exerplay.com

Chandler, City of; Gazelle Meadows Park Renovation

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended

Accepted by:
Print Name: _____ Signature: _____ Date: _____

Proposal

Q001563

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Any necessary permits (federal, state, and/or local building) or special inspections are the responsibility of the General Contractor or End Owner.

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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 project schedule, including any liquidated damages, to ExerPlay prior to ordering. ExerPlay shall not be liable for any loss caused by the timing of delayed shipments.

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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.

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REDIMIX REDI MIX

Vendor Code							CORE READYMI		ACHENGARDNER		DESERETREDIM	
Vendor Name							Core Readymix		Achen Gardner		Desert Redi Mix	
Vendor Phone							4802281768		4804039452		4804282280	
Bid	Activity	Resource	Desc	Quan	Unit	Plug Price	Unit Price		Unit Price		Unit Price	
		2CRCCIB	DAVIS COLOR ICE BLUE	0.00	CY	35.0000	0.0000		0.0000		0.0000	
		2CRCCSDB	DAVIS COLOR SAN DIEGO BU	0.00	CY	35.0000	0.0000		0.0000		0.0000	
		2CRCOLORCY	COLOR PER CY	21.00	CY	45.0000	0.0000		0.0000		0.0000	
		2CRCWO	COLOR WASHOUT	0.00	LD	100.0000	0.0000		0.0000		0.0000	
		2CRMAG1/2SK	1/2 SACK CLSM	20.00	CY	100.0000	111.0000		114.1250		117.2500	
		2CRMAGA	MAG A CONCRETE	513.81	CY	130.0000	146.0000		151.6250		157.2500	
		2CRMAGAA	MAG AA CONCRETE	30.00	CY	130.0000	150.0000		157.6250		165.2500	
		2CRMAGB	MAG B CONCRETE	39.00	CY	130.0000	144.0000		148.6250		153.2500	
		2CRMAGC	MAG C CONCRETE	2.00	CY	130.0000	144.0000		148.6250		153.2500	
Quoted Amount							87,640		91,011		94,382	
Plugged Amount							0		0		0	
Bond							0		0		0	
Mobilization							0		0		0	
% Adjustment							0		0		0	
$ Adjustment							0		0		0	
Total Adjustment							0		0		0	
Totals						78,970	87,640		91,011		94,382	
Diff From Plug							8,670		12,041		15,412	
Total Minority							0		0		0	

A 'P' beside a price indicates a plug price.
Green background indicates that the vendor is selected.

DESERT READY MIX

READY MIX CONCRETE SALES AND SERVICE
4011 PRESIDO STREET
MESA, AZ 85215
OFFICE: 480-428-2280 FAX: 480-985-4248

Begin Date: April 26, 2024 Quote # : 22201
Expiration Date: December 31, 2024 MAP/GRID

Customer: **ACHEN GARDNER CONSTRUCTION, LLC**
Customer Code: ACHE001
Address:
CHANDLER, AZ 85224
Contact: PAUL EKSTORM (ESTIMATOR)
Phone: 480-940-1300
Fax:
Project: **GAZELLE MEDOWS PARK**
Job Address: NWC E. ERIE STREET & N. EXETER STREET
Terms Description: **2% 10TH NET 30**

Item Code	Item Description	Est. Qty	Price
S500501	PHCLSM.5 (1/2 SACK SLURRY COP)	20 Yards	$114.00
SRP104	1/2 SACK MAG CLSM (SRP MIX IF NEEDED)	Per Yard	$114.00
A202501	MAG B 2500 PSI W/ASH	40 Yards	$150.00
A203001	MAG A 3000 PSI W/ASH	520 Yards	$154.00
A204001	MAG AA 4000 PSI W/ASH	30 Yards	$162.00
TC	TEMPERATURE CONTROL	Per Yard	$1.00

Additional Fees

Fee ID *	UOM	Price
E01	Per Yard	$3.25
FSC	Per Load	$TBD

Minimum Load Fee

Less than or equal to	UOM	Price
2 Yards	Load	$0.00
3.5 Yards	Load	$0.00
5.5 Yards	Load	$0.00

- Normal operating hours are Mon-Fri, Sat, Sun or Holidays are subject to surcharges.
- Color added at no expressed guarantee.
- Drivers do not accept cash or make change.
- Desert Ready Mix reserves the right to increase prices due to RAW Material cost increases such as Cement, Fly Ash, Aggregates or unexpected Fuel increases.
- All specialized aggregate sales are based on availability.
- Deliveries less than 6 Cubic yards are subject to our minimum load charges.
- This quote does not guarantee product or service availability
- All Aggregates and Concrete deliveries include a per load fuel surcharge.

Quoted By: BRUCE A. TABET

* E – Environmental | S – Saturday Fee | F – Fuel Surcharge

SAFESURFAC SAFETY SURFACING & EWF

Vendor Code							EXERPLAY	
Vendor Name							EXERPLAY	
Vendor Phone								
Bid	**Activity**	**Resource**	**Desc**	**Quan**	**Unit**	**Plug Price**	**Unit Price**	
1150	1150100	4PFPEWFA	EWF TYPE A, 6" DEPTH	0.00	SF	5.0600	0.0000	
1160	1160100	4PFPEWFB	EWF TYPE B, 18" DEPTH	6,807.00	SF	4.4300	5.4960	
Quoted Amount							37,411	
Plugged Amount							0	
Bond							0	
Mobilization							0	
% Adjustment							0	
$ Adjustment							0	
Total Adjustment							0	
Totals						30,155	37,411	
Diff From Plug							**7,256**	
Total Minority							0	

A 'P' beside a price indicates a plug price.
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Proposal

Q001563

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PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155

Proposal Date	Salesperson
4/8/2024	Kevin Solomon 480-323-0337 kevin@exerplay.com

Chandler, City of; Gazelle Meadows Park Renovation

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
		LANDSCAPE STRUCTURES, INC.			
3.00	171570A	Mushroom Stepper 16" (DB Only), Design 23650A	1,200.00		3,600.00
2.00	171572A	Mushroom Stepper 24" (DB Only), Design 23650A	1,580.00		3,160.00
3.00	171568A	Mushroom Stepper 8" (DB Only), Design 23650A	1,200.00		3,600.00
1.00	247189A	Chill Spinner Direct Bury, Design 23650A	2,620.00		2,620.00
2.00	247179A	Curva Spinner (DB Only), Design 23650A	2,395.00		4,790.00
1.00	148638A	Stand-Up Seesaw Direct Bury, Design 23650A	3,235.00		3,235.00
3.00	158105A	Wobble Pod Bouncer (DB Only), Design 2365A	1,960.00		5,880.00
1.00	FREIGHT	Freight/Shipping Charges (150-23-1654)	3,510.00		3,510.00
1.00	CEC-INSTALL	Installation of Playground Equipment (09048-1)	8,695.00		8,695.00
		Current lead time on play equipment is September 2024			
		SCENIC SHELTERS			
1.00	SHELTER	20' x 20' Steel Open Gable, SOG2020-CUS, 24 ga. multi-rib metal roof, 4:12 roof pitch, 10' Eave for Exposed 3' Pier, Powder coated steel frame(Standard colors only **Upcharge for custom colors), Zinc plated fasteners, Tubular steel frame utilizes hidden hidden bolts & fasteners where possible, Electrical Provisions: N/A - NOTE - Lead time for Ramadas is approximately 10 weeks, anchor bolts and permits by others.	18,645.00		18,645.00
1.00	ENGINEERING	Structural Calculations - NOTE - Lead time for Structural Calcs is approximately 3-4 weeks	1,250.00		1,250.00
1.00	FREIGHT	Freight/shipping charges (55689)	4,927.00		4,927.00
1.00	CEC-INSTALL	Installation of Ramada (excludes footers, masonry & permits) (09048-1)	9,550.00		9,550.00
		SITE FURNISHINGS			
6.00	GPS20	Rotating Grill, In-Ground Mount	497.00		2,982.00
19.00	TR32CLASSIC	32 Gallon Classic Standard Trash Receptacle, Receptacle Only	670.00		12,730.00
19.00	FLATTOP32-HW	Flat Top for 32 Gallon Receptacles	187.00		3,553.00
19.00	LINER32-BLACK	Plastic Liner - Black Color	83.20		1,580.80
19.00	TR-SM-HW	Surface Mounting Kit for All Models	93.50		1,776.50
15.00	B6WBCLASSIC	6' Portable Classic Bench with Back	1,927.00		28,905.00
4.00	T46CLASSPEDS	46" Classic Square Pedestal Table with 4 Attached	2,458.00		9,832.00
2.00	T46CLASSPED-3SADA	46" x 57" Classic Accessible Square Pedestal Table with 3 Attached Seats, In-Ground Mount	2,315.00		4,630.00
2.00	T8RCDBLPEDHDCPS	8' Regal Accessible Rectangular (Double) Pedestal	2,007.00		4,014.00
4.00	T6RCPEDHDCPS	6' Regal Accessible Rectangular Pedestal Table, In-Ground Mount	2,145.00		8,580.00
1.00	FREIGHT	Freight/Shipping Charges (QUO0281973)	9,696.00		9,696.00
1.00	CEC-INSTALL	Installation of Webcoat Site Furnishings (09048-1)	16,905.00		16,905.00

Proposal

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4/8/2024	Kevin Solomon 480-323-0337 kevin@exerplay.com

Chandler, City of; Gazelle Meadows Park Renovation

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
2.00	SITE FURNISHINGS	GN45-5 • 4.5" 5' EXT GN W/PLATE & BRACES	1,062.00		2,124.00
2.00	1342B	42 x 72 Rectangular Fiberglass Backboard with Orange Red Mold	813.00		1,626.00
2.00	8800	Endurance Breakaway Slam Goal with Nylon Net	239.00		478.00
1.00	FREIGHT	Freight/Shipping Charges (020689-00)	1,740.00		1,740.00
2.00	CEC-INSTALL	Installation of Sports Equipment (09048-1)	1,435.00		2,870.00
		SAFETY SURFACING			
565.00	EWF	Engineered Wood Fiber, priced per cu/yd (6807 SF at 18" Depth)	25.00		14,125.00
6.00	FREIGHT	Freight/Shipping Charges, Priced per Truck Load (14630)	1,262.00		7,572.00
6.00	SURFACING	DL6 • WOODCARPET FABRIC 5X300	266.00		1,596.00
1.00	CEC-INSTALL	Installation of Engineered Wood Fiber, 6807 SF at 18" Depth and GeoTek Fabric (09048-1)	14,115.00		14,115.00
4.00	SITE FURNISHINGS	3' x 5' x 2" Swing Wear Mat - Black	189.00		756.00
1.00	FREIGHT	Freight/Shipping Charges (67202 R1)	611.00		611.00
4.00	CEC-INSTALL	Installation of Wear Mats (09048-1)	101.00		404.00
1.00	SURFACING	Provide & Install 1023 SF Sqft CP Kid Play 60oz Antimicrobial Yarn System with Fall Safe 1" rubber buffings systems w/ nailer boards (26514) Note: Turf includes subbase, not concrete	23,740.00		23,740.00
1.00	CEC-INSTALL	Add Option: Temporary fence, chain-link. Fencing is a deterrent only. Project owner is responsible for site security. CEC is not liable for theft or vandalism that occurs even if temporary fencing is provided. 392 LF Play Area only (Contiguous)	4,865.00		4,865.00
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Quantity	Item Code	Description	Unit Price	DISC.	Total Extended

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Print Name: _____ Signature: _____ Date: _____

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STRUCTURES STRUCTURES

Vendor Code							CEMROCK	
Vendor Name							CEMROCK	
Vendor Phone							5205711999	
Bid	**Activity**	**Resource**	**Desc**	**Quan**	**Unit**	**Plug Price**	**Unit Price**	
5330	2000800	4CONSTRUC	CONCRETE LION	1.00	EA	12,500.0000	38,035.0000	
Quoted Amount							38,035	
Plugged Amount							0	
Bond							0	
Mobilization							0	
% Adjustment							0	
$ Adjustment							0	
Total Adjustment							0	
Totals						12,500	38,035	
Diff From Plug							**25,535**	
Total Minority							0	

A 'P' beside a price indicates a plug price.
Green background indicates that the vendor is selected.

Project:	**City of Chandler - Gazelle Meadows Park - Lion Sculpture**
Bid Date	**4.19.24**
Prepared by:	Christopher Conley, cconley@cemrock.com

CEMROCK

Base Price

Lion Sculpture Fabrication		$38,035
Sales Tax - 7.8%		$3,899
	Total Base Price	**$41,934**

NOTES

* Payment Terms: Cemrock will require a down payment of 50% with the final 50% due prior to shipping.

* Pricing Based on Sheet LS505 (dated 12/21/23) and email direction from Dig Studio (dated 4/12/24).

* Pricing assumes availability of materials for performing shop fabrication work. Should materials become unavailable or delayed Cemrock reserves right to re-evaluate pricing under such circumstances.

* Cemrock has not included any costs associated with delays or project interruption from pandemics or other health-related restrictions. Cemrock reserves the right to re-evaluate pricing under such circumstances.

INCLUSIONS

· Base Price - Lion Sculptue: Base price includes fabrication of a single Lion Sculpture, approximately life size and lying down position. Fabrication will be GFRC over foam with acrlic latex paint (as needed) and sealer. Cemrock will include a concrete pedestal as part of the structure and forklift tubes for lifting/moving. Sculpture will be attached to a concrete base or placed on the ground by others.

EXCLUSIONS

· Shipping	· Engineering
· Testing/Inspections/Permits	· Union Involvement/ Prevailing Wages
· Liquidated Damages	· Concrete Foundations
· MBE/WBE Requirements	· All Sitework, mobilizations, Travel, etc.

ADDITIONAL TERMS AND CONDITIONS

*All Pricing is US Dollars.

*Cemrock will not warranty against defects inherent in the project design, or defects in work by others.

*Cemrock will execute Consensus DOC's to memorialize their agreement, supplemented and modified by this proposal, which shall be incorporated by reference in the final subcontract.

*A change in the price of any item of material of more that 5% between the date of this proposal and the date of installation shall warrant an equitable adjustment of the subcontract price.

*This proposal is valid for a period of thirty (30) days.

*In the event that Cemrock must fabricate or store materials offsite prior to on-site installations, Cemrock will be permitted to submit monthly applications for progress payment for the off-site materials and labor.

*Cemrock will not indemnify the Purchaser or project Owner beyond responsibility for damages that are directly caused by Cemrock or its employees.

*Cemrock will not accept backcharges of any manner unless we are notified in writing within 48 hours of the backcharge cause.

*Acceptance of this proposal is expressly limited to the terms of this proposal.

SURVEY SURVEY

Vendor Code							RICKENG	
Vendor Name							Rick Engineerin	
Vendor Phone							4809220780	
Bid	**Activity**	**Resource**	**Desc**	**Quan**	**Unit**	**Plug Price**	**Unit Price**	
		4SURVAB	SURVEY AS BUILTS	1.00	LS	895.0000	895.0000	
		4SURVEY	SURVEY SUB	1.00	LS	10,800.0000	8,950.0000	
Quoted Amount							9,845	
Plugged Amount							0	
Bond							0	
Mobilization							0	
% Adjustment							985	
$ Adjustment							0	
S&S LAYOUT						SAW & SEAL LAYOUT	6,800	
Total Adjustment							7,785	
Totals						11,695	17,630	
Diff From Plug							5,935	
Total Minority							0	

A 'P' beside a price indicates a plug price.
Green background indicates that the vendor is selected.

602-957-3350
rickengineering.com

2401 W. Peoria Avenue #130
Phoenix, AZ 85029

SAN DIEGO ORANGE RIVERSIDE SACRAMENTO SAN LUIS OBISPO SANTA CLARITA PHOENIX TUCSON LAS VEGAS DENVER

April 12th, 2024

Paul Ekstrom
Achen-Gardner Construction
2195 W. Chandler Boulevard, Suite 200
Chandler, AZ 85224

SUBJECT: City of Chandler Gazelle Meadows Park Renovations

Dear Paul:

RICK 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 ramadas/play structures/sports courts/exercise/playground equipment
- 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 $8,950.00. The attached Provisions of Agreement between Achen-Gardner 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 and CLIENT.

a) Boundary Discrepancies
b) Soils Reports
c) Staking for Finish Landscaping or Hardscape
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

Randall R. Hager, RLS
Associate Principal – 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.

STANDARD PROVISIONS: ARIZONA

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

February 24, 2024-February 28, 2025

Principal Consultant (Special Projects)	$ 300.00
Principal	275.00
Associate Principal	250.00
Associate/Manager	225.00
Senior Project Manager	215.00
Principal Project Engineer/Manager	175.00
Associate Project Engineer/Manager	160.00
Assistant Project Engineer/Manager	145.00
Principal Engineering Designer	135.00
Associate Engineering Designer	125.00
Assistant Engineering Designer	115.00
Principal Engineering Drafter	105.00
Associate Engineering Drafter	95.00
Assistant Engineering Drafter	85.00
Public Works Manager	$ 250.00
Public Works Senior Project Manager	215.00
Traffic Engineer/Transportation Planner	180.00
Principal Transportation/Traffic Designer	145.00
Associate Transportation/Traffic Designer	135.00
Assistant Transportation/Traffic Designer	125.00
Creative Director of Design	250.00
Principal Project Planner	175.00
Senior Associate Planner	150.00
Associate Planner	125.00
Assistant Planner	115.00
Principal Water Resources Designer	$ 135.00
Associate Water Resources Designer	125.00
Assistant Water Resources Designer	115.00
Principal Landscape Architect	$ 275.00
Principal Project Landscape Architect	175.00
Associate Landscape Architect/Manager	160.00
Assistant Landscape Architect/Manager	145.00
Principal Landscape/Urban Designer	135.00
Associate Landscape/Urban Designer	125.00
Assistant Landscape/Urban Designer	115.00

Survey Manager	$ 175.00
Assistant Survey Coordinator	145.00
One-person Survey Party	145.00
Two-person Survey Party	190.00
Three-person Survey Party	240.00
Principal Survey Analyst	155.00
Associate Survey Analyst	140.00
Assistant Survey Analyst	125.00
3-D Laser Scanning (One-Person Crew)	$ 210.00
3-D Laser Scanning (Two-Person Crew)	250.00
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	140.00
Principal 3-D Laser Scanning Specialist	130.00
Associate 3-D Laser Scanning Specialist	120.00
Assistant 3-D Laser Scanning Specialist	110.00
Principal 3-D Laser Scanning Technician	100.00
Associate 3-D Laser Scanning Technician	90.00
Assistant 3-D Laser Scanning Technician	80.00
Drone (One-Person Crew)	200.00
Principal Drone Project Manager	165.00
Assistant Drone Project Manager	150.00
Principal Drone Specialist	140.00
Associate Drone Specialist	130.00
Assistant Drone Specialist	120.00
Expert Witness	$ 450.00
Court Appearance per half day or part	1,850.00
Entitlements Coordinator	$ 120.00
Associate Project Administrator	85.00
Assistant Project Administrator	75.00
Administrative Assistant	55.00

SWPPP SWPPP

Vendor Code							R&D	
Vendor Name							R&D	
Vendor Phone								
Bid	**Activity**	**Resource**	**Desc**	**Quan**	**Unit**	**Plug Price**	**Unit Price**	
		4SWINSP	SWPPP INSPECTIONS	12.00	EA	200.0000	200.0000	
		4SWMANUAL	SWPPP MANUAL	2.00	EA	1,650.0000	1,650.0000	
		4SWPCWO	CONCRETE WASH OUT BINS	12.00	EA	850.0000	850.0000	
		4SWPCWOD	CONC WASH OUT DISPOSAL	12.00	EA	850.0000	850.0000	
		4SWPFSIP	FILTER SOCK INLET PROTEC	10.00	EA	85.0000	85.0000	
		4SWPPP	SWPPP SUB	1.00	LS	350.0000	700.0000	
		4SWSIGN	SWPPP SIGN	1.00	EA	750.0000	750.0000	
		4SWSOXX	5" COMPOST SOXX	1,000.00	LF	2.2000	2.3000	
		4SWTO	SWPPP TRACK-OUT PAD (SC	2.00	EA	2,850.0000	2,850.0000	
Quoted Amount							36,400	
Plugged Amount							0	
Bond							0	
Mobilization							0	
% Adjustment							0	
$ Adjustment							0	
Total Adjustment							0	
Totals						35,950	36,400	
Diff From Plug							**450**	
Total Minority							0	

A 'P' beside a price indicates a plug price.
Green background indicates that the vendor is selected.

PROJECT PROPOSAL

R&D Storm Water Management P.O. Box 27951
Prescott Valley, AZ 86312
ROC # 297635

Ed D'Agostino ed@rdstorm.com

CUSTOMER:
Achen-Gardner Construction

BID NUMBER:
24122

TODAY'S DATE:
4/3/2024

CUSTOMER ADDRESS:
2195 W Chandler Blvd
#200
Chandler, AZ 85224

PROJECT:
Gazelle Meadows Park

PREPARED BY:
Ed D'Agostino

PAYMENT TERMS:
Net 30

QUANTITY	DESCRIPTION	Unit	UNIT PRICE	AMOUNT
1	SWPPP Manual	EA	$1,650.00	**$1,650.00**
16	Inspections (Once every 14 days plus rain events)	EA	$200.00	**$3,200.00**
2	Mobilization with Equipment	EA	$350.00	**$700.00**
1	Concrete Washout (Install only)	EA	$850.00	**$850.00**
1	Track-Out Pad (SCE)	EA	$2,850.00	**$2,850.00**
1	Dust/SWPP Sign (sign all-in-one)	EA	$750.00	**$750.00**
9	Inlet Protection | Drop Inlet	EA	$85.00	**$765.00**
1200	5" Compost Soxx	LF	$2.30	**$2,760.00**

SUBTOTAL	**$13,525.00**
TAX RATE	**0.00%**
SALES TAX	**$0.00**
OTHER	
TOTAL	**$13,525.00**

Terms & Conditions

1.This proposal must be attached to any Subcontract or Purchase Order as an Exhibit.
2.Terms of this proposal will prevail over contract or PO documents in the event of conflicting verbiage.
3.As our services do not involve any permanent products to the project, our invoices will not have any retention held.
4.R&D Storm Water Management must have a completed contract and/or PO# on file before scheduling on-site work.
5.Quote is for original SWPPP install and does not include replacement of damaged or worn sediment/erosion control measures.
a.If replacement of damaged or worn control measures are needed, use the unit prices within this quote.
b.All other BMP/maintenance/removal will be billed separately as T&M.
c.All Materials, labor, and equipment to be in ADEQ/EPA permit compliance per quote.
6.Number of Inspections performed may vary from quoted amount.
a.R&D Storm Water Management shall bill only for the actual number of inspections, and material used/installed on project.
b.Storm Event inspections shall be billed at quoted unit price, and on a per occurrence basis.
c.Inspection recommendations for corrections will be approved by the permit holder/operator.
7.If this quotation is not accepted within 90 days, R&D Storm Water Management reserves the right tomodify prices, terms, and or quantities.
8.Quote excludes taxes, surveying, staking, permit(s).
9.Payment due within 30 days.

Sign Below to Accept Quote:

Authorized Rep — Date

Signature — 4/3/2024

Date

EXHIBIT D7: BASELINE PROJECT SCHEDULE

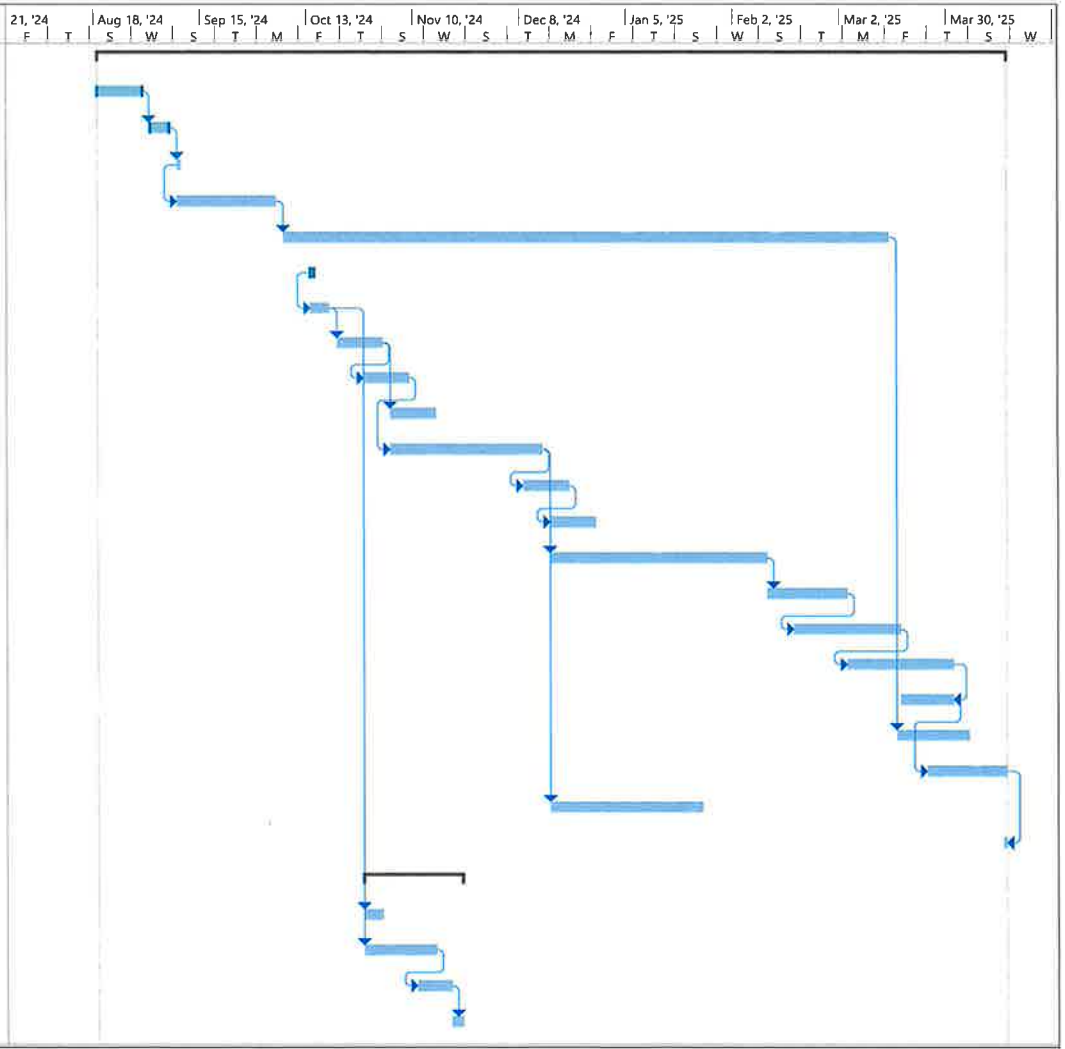
JUNE 20, 2024 (REV-1)
CITY OF CHANDLER – GAZELLE MEADOWS PARK RENOVATIONS
CHANGE ORDER NO. 3 PROPOSAL
PROJECT NO: PR2107.203/AGC Project No. 4000103

This proposal and schedule are based on a six-month construction duration (182 calendar days) to final completion from the construction NTP date (schedule activity number 7). See the attached schedule.

Our schedule provides for a separate, early long-lead procurement NTP to allow for long-lead equipment.

Schedule is based on duration of work days

ID	Task Mode	Task Name	Duration	Start	Finish
1		**Park Construction**	**171 days**	**Mon 8/19/24**	**Mon 4/14/25**
2		Council Approval and Contract Execution	10 days	Mon 8/19/24	Fri 8/30/24
3		Issue AGC Subcontracts/PO's	5 days	Mon 9/2/24	Fri 9/6/24
4		Long Lead Procurement NTP	1 day	Mon 9/9/24	Mon 9/9/24
5		Submittal review/approval	20 days	Mon 9/9/24	Fri 10/4/24
6		Long Lead Procurement Time	115 days	Mon 10/7/24	Fri 3/14/25
7		Construction NTP	1 day	Mon 10/14/24	Mon 10/14/24
8		Mobilization	5 days	Mon 10/14/24	Fri 10/18/24
9		Plant Survey & Protection	10 days	Mon 10/21/24	Fri 11/1/24
10		Clear and Grubb and Removals	10 days	Mon 10/28/24	Fri 11/8/24
11		Earthwork	10 days	Mon 11/4/24	Fri 11/15/24
12		Fine Grading/4" ABC Foundation	30 days	Mon 11/4/24	Fri 12/13/24
13		Irrigation Rough-In	10 days	Mon 12/9/24	Fri 12/20/24
14		Electrical Rough-In	10 days	Mon 12/16/24	Fri 12/27/24
15		Concrete Flatwork	41 days	Mon 12/16/24	Mon 2/10/25
16		Concrete Seatwalls/Furniture Footings	15 days	Tue 2/11/25	Mon 3/3/25
17		Finish Irrigation	20 days	Tue 2/18/25	Mon 3/17/25
18		Planting	20 days	Tue 3/4/25	Mon 3/31/25
19		Lighting Installation	10 days	Tue 3/18/25	Mon 3/31/25
20		Install Park Furniture	15 days	Mon 3/17/25	Fri 4/4/25
21		Park Finishing & Clean Up	15 days	Tue 3/25/25	Mon 4/14/25
22		Basketball Court	30 days	Mon 12/16/24	Fri 1/24/25
23		Substantial and Final Completion	1 day	Mon 4/14/25	Mon 4/14/25
24		**Offsite Improvements**	**20 days**	**Mon 10/28/24**	**Fri 11/22/24**
25		Removals	5 days	Mon 10/28/24	Fri 11/1/24
26		Concrete Flatwork	15 days	Mon 10/28/24	Fri 11/15/24
27		Pavement Sections	7 days	Mon 11/11/24	Tue 11/19/24
28		Signing and Striping	3 days	Wed 11/20/24	Fri 11/22/24



Project: C:\Users\bplis\Box\P1
Date: Thu 6/20/24

Task	Project Summary	Manual Task	Start-only	Deadline	
Split	Inactive Task	Duration-only	Finish-only	Progress	
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	
Summary	Inactive Summary	Manual Summary	External Milestone		

GMP PROPOSAL FOR CITY OF CHANDLER - DETROIT BASIN/GAZELLE MEADOWS PARK

05-28-24

STORM DRAIN, SEWER AND WATERLINE IMPROVEMENTS

PROJECT NO.: ST2101.401

ACHEN-GARDNER CONSTRUCTION PROJECT NO. 4000101

Cost package for Additional Concrete Work Adjacent to Catch Basin #29 along Nevada Street

ACHEN-GARDNER CONSTRUCTION, LLC
2195 W Chandler Boulevard, Suite 200
CHANDLER, AZ 85224

DESIGN AND SPECIFICATION TBD

PAY ITEM	DESCRIPTION	UM	QUANTITY	UNIT PRICE	TOTAL
	ASPHALT RATES				
220.00	SAWCUT/REMOVE ASPHALT	SY	36.4	$ 25.73	$937.72
320.00	REPLACE ASPHALT (5") MAG 200-1 T-TOP	SY	36.4	$ 70.96	$2,586.10
	PAVING MOB	EA	1.0	$ 863.28	$863.28
	CONCRETE REMOVAL RATES				
210.00	SAWCUT/REMOVE CURB & GUTTER	LF	164.0	$ 11.23	$1,841.72
200.00	SAWCUT/REMOVE DRIVEWAY	SF	656.0	$ 8.26	$5,418.56
	CONCRETE REPLACEMENT RATES				
1330.00	INSTALL SIDEWALK (MAG 230)	SF	656.0	$ 15.18	$9,958.08
1315.00	INSTALL TYPE C CURB (MAG 220-1)	LF	164.0	$ 54.00	$8,856.00
	SUBTOTAL - DIRECT COST OF THE WORK (A1)				**$ 30,461.45**
	RUNNING TOTAL NO. 1 - DIRECT COST OF THE WORK				**$ 30,461.45**
10100	OVERHEAD AND FEE EXHIBIT D2, (C)		8.50%		$ 2,589.22
	SUBTOTAL - OVERHEAD AND FEE				**$ 2,589.22**
	RUNNING TOTAL NO. 2 - DIRECT COST OF THE WORK + OH & FEE				**$ 33,050.67**
10200	INSURANCE (INCL. BUILDERS RISK & POLLUTION LIABILITY)	EX D2,(D2)	1.95%	(Calc on RT #1)	$ 644.49
10300	BONDS (PAYMENT & PERFORMANCE)	EX D2,(D1)	0.80%	(Calc on RT #1)	$ 264.41
	SUBTOTAL - INSURANCE AND BONDS				**$ 908.90**
	RUNNING TOTAL NO. 3 - DIRECT COST OF THE WORK + OH & FEE + INS & BOND				**$ 33,959.57**
10400	SALES TAXES (5.07% or 7.8% of 65% of Running Total No. 3 EX, D2(E1)		5.070%		$ 1,721.75
	SUBTOTAL - SALES TAXES				**$ 1,721.75**
	TOTAL - DIRECT COST OF THE WORK, + OH & FEE + INS & BOND + SALES TAXES				**$ 35,681.32**
750	CONSTRUCTION CONTINGENCY (EXHIBIT D2, CONTING G4)	AL	1.0	$ 5,352.20	$ 5,352.20
ADDITIONAL COST FOR ADDITIONAL CONCRETE WORK CHANGES DIRECT COST + OH & FEE + INS & BOND + SALES TAXES & CONTINGENCY					**$ 41,033.52**

Note:

RIDER

TO BE ATTACHED TO AND FORM PART OF

Performance & Payment Bonds NO. **609205412**
(Bond Type) *(Bond Number)*

IN FAVOR OF **City Of Chandler, Dept Of Public Works**
(Obligee)

ON BEHALF OF **Achen-Gardner Construction, LLC**
(Principal)

EFFECTIVE **August 14, 2023**
(Original Effective Date)

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider.

The Surety, Liberty Mutual Insurance Company **hereby gives its consent to change;**

Bond/Contract Amount

(of) the referenced bond FROM: Old Bond Amount = $12,572,328.63

TO: New Bond Amount = $17,243,687.66 (per Change Order #03, dated June 27, 2024)

PROJECT: Detroit Basin/Gazelle Meadows Park Storm System & Associated Improvements
City Project No. ST2101.401

EFFECTIVE: July 11, 2024

PROVIDED, however that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified, and that the liability of the Surety under the attached bond and under the attached bond as changed by this rider shall not be cumulative.

SIGNED, AND SEALED this 11th **day of** July, 2024.

Achen-Gardner Construction, LLC
Principal

Kevin J. Nunez / Vice President

Liberty Mutual Insurance Company
Surety

Stephanie E. Bucholz, Attorney-in-fact

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

Seal No. 5831

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8200472-975281**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Stephanie L. Bucholz, Andrew A. Farr, Barry R. Farr, Gregory P. Griffith, Debra K. Williams

all of the city of Mesa state of Arizona each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of February, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 7th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of July, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CHANDLER arizona
Community of Innovation

City Council Memorandum Cultural Development Memo No. CD25-004

Date: August 15, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kim Moyers, Cultural Development Director
Daniel Haskins, Capital Projects Division Manager
From: Rachel Marx, Engineer
Subject: Professional Services Agreement No. CA2301.201 with Weddle Gilmore for the Tumbleweed Ranch Design Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. CA2301.201 to Weddle Gilmore, for the Tumbleweed Ranch Design Services, in an amount not to exceed $498,360.

Background/Discussion:

Tumbleweed Ranch anchors the southern half of Tumbleweed Park and is operated by the Chandler Museum. The 19 acre site features the McCroskey and Edwards Houses, the Red Shed Theater, an early 1900's grocery store, Future Farmers of America (FFA) demonstration fields, and antique agricultural equipment. The Ranch serves as an educational opportunity for school field trips, passive uses, and a special event venue.

The first Tumbleweed Ranch Master Plan was completed in 2000 and updated in 2006. In 2022, staff initiated an update to the Tumbleweed Master Plan. The updated Master Plan provides direction in creating a vibrant destination that focuses on the history of Chandler's culture of innovation and celebrating the people who have contributed to the community. The Master Plan outlines the creation of seven zones offering education and interpretation spaces that support daily activities, adventure play for children, and cohesive spaces for special events.

The updated Tumbleweed Ranch Master Plan was presented to the Chandler City Council Quality of Life Subcommittee on February 10, 2023. Subcommittee members discussed the proposed phasing of the project, requested prioritization of each zone and time frames for completion, along expressed support for the project.

City Council approved the Capital Improvement Program (CIP) FY 2024-2033 Budget with funding for phased development of Tumbleweed Ranch, as follows:

Phase 1 - CIP FY 2023-24

Mass grading and planting of trees on the entire site to allow for future shading along with a pedestrian pathway with historical interpretive signage. Water irrigation infrastructure will be upgraded to support tree health and future improvement phases.

Phase 2 - CIP FY 2025-26

ZONE B –The Water Promenade
This zone includes 16,000 square feet of sitework, hardscape, and landscape improvements, shade structures, public art, an interpretive water feature, and a service yard to support ongoing operations and maintenance of the Ranch.

ZONE C – The Historic Farmhouses
This zone includes 40,000 square feet of sitework, hardscape and landscape improvements, a grape arbor shade structure that links pedestrian circulation, and renovation and restoration of the McCroskey House and the Edwards House.

ZONE D – The Twin Barns
This zone includes 110,000 square feet of sitework, hardscape and landscape improvements, restrooms, storage space, a new entry gate structure, relocation and renovation of the Red Shed Theater, and covered outdoor program space to support daily activities, special events, and educational programs.

Phase 3 - CIP FY 2026-27

ZONE E - The Treehouse playground.

Phase 4 - CIP FY 2029-30

ZONE F - The Innovation Shed and Barn Pavillion.

Phase 5 - CIP FY 2031-32

ZONE A - The Barn

The consultant will provide all design services for the project including, but not limited to, architecture, landscape architecture, civil, structural, mechanical, and electrical engineering services. The agreement completion time is 400 calendar days following Notice to Proceed.

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 Design Services. Staff recommends approval of this agreement with Weddle Gilmore based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact

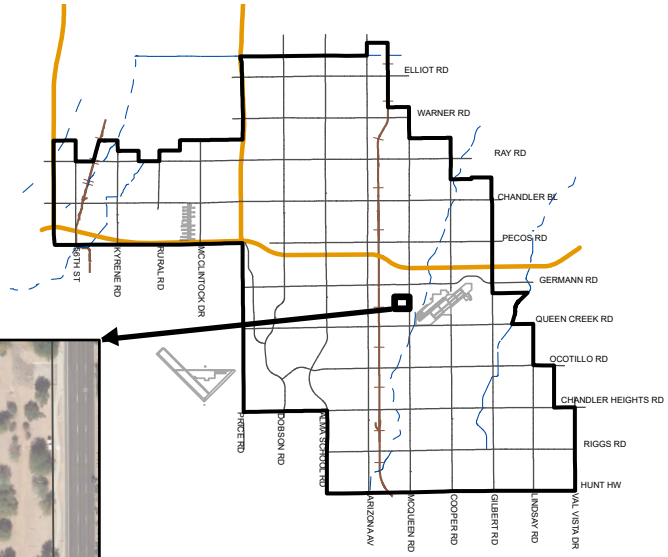
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
420.4320.5210.6CA670	Park Bonds	Tumbleweed Ranch	$498,360	Y

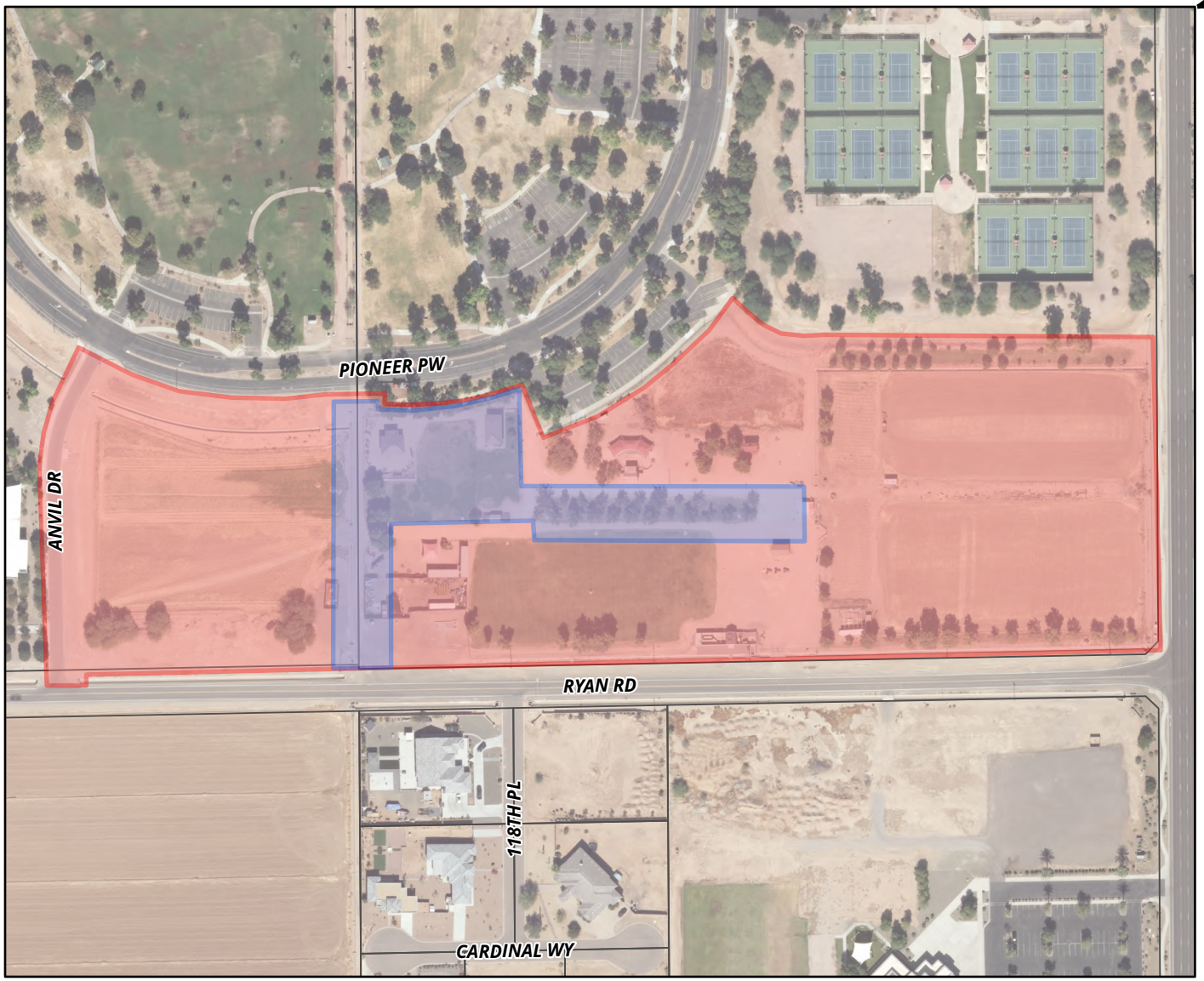
Attachments

Location Map
Quality of Life SubCommittee
Agreement
The Ranch Phasing
Tumbleweed Ranch Master Plan

CHANDLER arizona

TUMBLEWEED RANCH
CA2301.201





MEMO NO. CP25-001

Phase 1 - Site mass grading and planting plan

Phase 2 - Zone B - The Water Promenade
Zone C - The Twin Barns
Zone D - The Historic Farmhouses
(See attached Master Plan)

NTS

ChanGIS

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Meeting Minutes
City Council Quality of Life Subcommittee Regular Meeting

February 10, 2023 | 2:30 p.m.
City Hall 5th Floor Large Conference Room
175 S. Arizona Ave., Chandler, AZ

Call to Order
The meeting was called to order at 2:35 p.m.

Roll Call
Subcommittee Attendance
Vice Mayor Matt Orlando
Councilmember Jane Poston
Councilmember Christine Ellis

Staff Attendance
Tadd Wille
Kim Moyers
Jody Crago
John Sefton
Tom Dwiggins
Keith Hargis
Lana Croke
Mickey Ohland
Joshua Wright

Discussion
MICKEY OHLAND, Community Services Planning Senior Manager, presented on Tumbleweed Park's acquisition, development, and master plan revision history.

COUNCILMEMBER ORLANDO stated that the City needed to be mindful regarding the messaging surrounding the multi-generational center at Tumbleweed Park because the perception within the community is that it is going to be a senior center and that the current senior center will close.

COUNCILMEMBER POSTON asked what the intent of the multi-generational center will be. MR. OHLAND stated that the center would have rooms for multi-purposes that could be used by

seniors, but it is not the intent at this point to move the senior center to the multi-generational center.

MR. OHLAND discussed the future needs and developments at Tumbleweed Park to include pickle ball courts, Tumbleweed Ranch development, general recreation needs, and commercial recreational opportunities.

COUNCILMEMBER ORLANDO asked why not put the pickleball courts north of the tennis courts. Mr. Ohland stated that the area north of the tennis courts is a parking area and currently additional parking spaces are needed.

COUNCILMEMBER POSTON asked if Community Services has been working with Economic Development in regard to the commercial recreational opportunities. MR. OHLAND responded that Economic Development has been involved every step of the way with request for proposals and will continue to be throughout the project.

COUNCILMEMBER ORLANDO asked if the pickleball courts in Ocotillo are just for Ocotillo residents. MR. OHLAND answered that he didn't know but would assume so.

COUNCILMEMBER ORLANDO asked if there was going to be an area for cricket. MR. OHLAND stated that cricket along with many other recreational activities are needs that the City will have to forecast into future development planning.

COUNCILMEMBER ORLANDO asked when the pickleball courts will be done by. MR. OHLAND answered approximately 18 months, pending approval of the full City Council to proceed.

JODY CRAGO, Museum Manager, reviewed the history of The Ranch, various master plan studies, and future development proposals.

COUNCILMEMBER ORLANDO asked if the original furniture is in the houses (Edwards and McCroskey). MR. CRAGO responded they are not, they are antiques.

COUNCILMEMBER ORLANDO asked what is done with the fruit from the citrus orchard. MR. CRAGO responded that the forestry officer for the City has taught community members how to pick the oranges.

MR. CRAGO turned the presentation back to MR. OHLAND where he discussed next steps for the Tumbleweed Park Future Planning.

COUNCILMEMBER POSTON asked how the zones are prioritized. MR. CRAGO answered that Zones C and D are used the most, which is why they are a priority. The rest of the zones are interchangeable in priority depending on availability of funding and partnerships.

COUNCILMEMBER POSTON emphasized the importance of using the funding received from the approved capital improvement program to plant the trees prior to these phases in order to allow the time it takes for trees to grow and to help with sustainability.

COUNCILMEMBER ORLANDO asked if there will be signage to these areas since they are tucked away and if the water feature was put in the Treehouse area would that entice kids to that section. MR. CRAGO answered that this was the main reason Zone A was added to The Ranch to draw visitor's attention to the new main entrance/archway. MR. CRAGO stated that there are already kids and families that come visit this area regularly and if new features were added, such as a water feature, that would naturally have kids gravitate to that area.

COUNCILMEMBER ORLANDO asked if there were bond dollars for these developments. MR. CRAGO responded that currently there are not, but that staff would research the remaining Museum bond authorization from previous elections to determine if that was a viable way to finance portions of this project.

COUNCILMEMBER ORLANDO stated that he would like to see a timeframe and plans, as well as a plan on how to get the funds for this project. He likes the idea of the sustainability pieces first. He asked if the Ostrich Festival would be affected by this. MR. CRAGO responded that this would not affect the Ostrich Festival.

COUNCILMEMBER ORLANDO asked if the next step was trying to narrow down the timing of the project. MR. CRAGO answered that they are currently in the master planning portion and viewing it at a very high level and once Council and the respective departments agree that this looks feasible the timeframe planning will be the next step.

COUNCILMEMBER ELLIS asked if the trees were already in this upcoming budget package and if so, should there be something else be added along with the planting of the trees to get more visitors to come to that area. MR. CRAGO answered that the trees are in the upcoming budget and KIM MOYERS, Cultural Development Director, stated that the councilmembers in the meeting are the first ones to see this, and that the development team wanted to get Council's feedback prior to moving further with any additional planning.

COUNCILMEMBER ORLANDO asked if corporate sponsors were being looked at for funding, such as SRP. Mr. Crago answered that they are open to corporate sponsors.

FIRE CHIEF TOM DWIGGINS discussed the current station project of rebuilding Station 2, a future project of rebuilding Station 4, and the potential to build a brand-new fire station number 12.

COUNCILMEMBER ORLANDO asked where another engine would come from to add to the newly rebuilt Station 2. Chief Dwiggins responded that an engine would move from Station 8. There are two units out of Station 8, where one would stay and service Station 8, and the other would move over to Station 2.

COUNCILMEMBER POSTON asked if there are any other options for another Hazmat station. CHIEF DWIGGINS responded that every year they complete a risk assessment for the community. West Chandler has more chemicals than anywhere in Chandler and has no other close backup from neighboring City Hazmat teams, which makes Station 4 the most strategic station to house a Hazmat crew.

COUNCILMEMBER ORLANDO asked if there was another Hazmat station that a female firefighter could go to. CHIEF DWIGGINS answered that Station 4 is the only Hazmat station and that female firefighters can bid that station; however, none have due to the lack of privacy with the bunkroom configurations. COUNCILMEMBER ORLANDO asked if there was a way to build a solid wall to separate the male and female bunkrooms. CHIEF DWIGGINS responded yes, a project to build a wall is a possibility.

CHIEF DWIGGINS presented data and explained why a new fire station to cover the south part of Chandler may be needed. Staff will continue to monitor the data in coming years to determine the need for the project and appropriate timing in the capital program.

COUNCILMEMBER ORLANDO asked how many mutual aid calls Chandler responds to. CHIEF DWIGGINS answered that the only mutual aid calls we have is with Gila River. For automatic aid, the partnerships we have with surrounding fire departments, we see them coming into Chandler 3,000 times and we go into their cities 2,000 times. COUNCILMEMBER ORLANDO asked if the new station will balance those numbers. CHIEF DWIGGINS answered that it will not, because any new station would likely be in the center of several other districts.

COUNCILMEMBER ORLANDO asked if Gila River Fire Department is planning on increasing their staff to be able to respond to the new casino. CHIEF DWIGGINS answered that our automatic aid boundary line will cut off right before the casino and that Gila River is planning on building a fire station close to the casino to cover those calls. COUNCILMEMBER POSTON asked if there was a timeframe on Gila River's new fire station. CHIEF DWIGGINS answered that he did not know.

COUNCILMEMBER ELLIS asked if the additional approximately 300 calls in the proposed fire station district is due to the new nursing homes in that area. CHIEF DWIGGINS answered that they called the new nursing homes and asked their vacancy rates and they are not full yet, it will increase call volume as they do fill up, so that is factored into the proposal of the new fire station.

COUNCILMEMBER POSTON asked if there was a legal or policy reason why the nursing home staff cannot lift their fallen residents. CHIEF DWIGGINS answered that it is due to policy and insurance.

A discussion was held about the business model for nursing homes and the impact it has to public dollars.

COUNCILMEMBER ORLANDO asked is there a timeframe to renegotiate the one-mile automatic aide into Gila River due to the increase calls from the casino. CHIEF DWIGGINS answered that the agreement has already been made and that it would be a simple quick process to change the boundary into Gila River. If they had a major incident, regardless of that boundary, Chandler would still respond.

COUNCILMEMBER POSTON asked what will happen to the area where the old Station 2 was at. CHIEF DWIGGINS answered that it will become parking.

Adjourn

The meeting was adjourned at 4:25 p.m.

Lana Cooke

Recording Secretary

TUMBLEWEED PARK

EXISTING - FUTURE DEVELOPMENT

February 10, 2023



CHANDLER arizona

1

Tumbleweed Park
Council Sub-Committee Meeting
February 10, 2023

AGENDA:

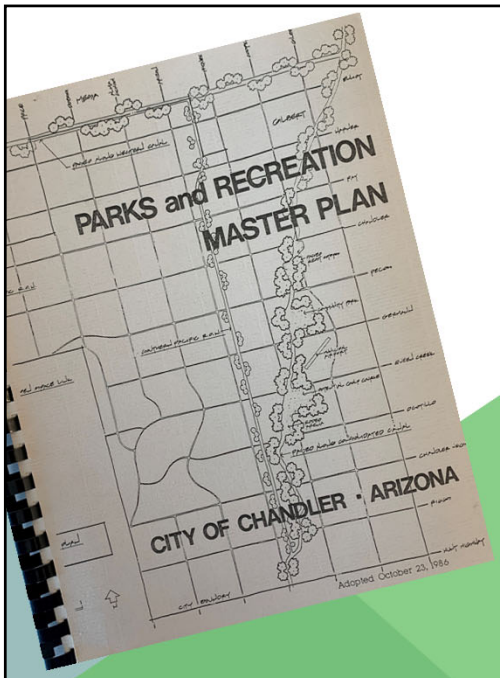
1. Acquisition History
2. Development History
3. Planned Development
4. Future Needs/Development
    a. Pickleball
    b. Tumbleweed Ranch
5. Next Steps



CHANDLER arizona

2

2



Tumbleweed Park Acquisition History

1985 – Initial discussion of the design/development of a "200-acre park".

1986 – Parks and Recreation Master Plan located the "200-acre park" near its current location. However, acquisition efforts were redirected to the Ocotillo area for the Milwaukee Brewers minor league training facility.

1992 - In conjunction with the acquisition of the 100-acre Airport Water Reclamation Plant site, discussions resumed regarding the acquisition of a "200-acre park".

1994 – 154-acres purchased.

2001 – 34-acres purchased.

2005 – 16-acres purchased south of Park and Ride.

3

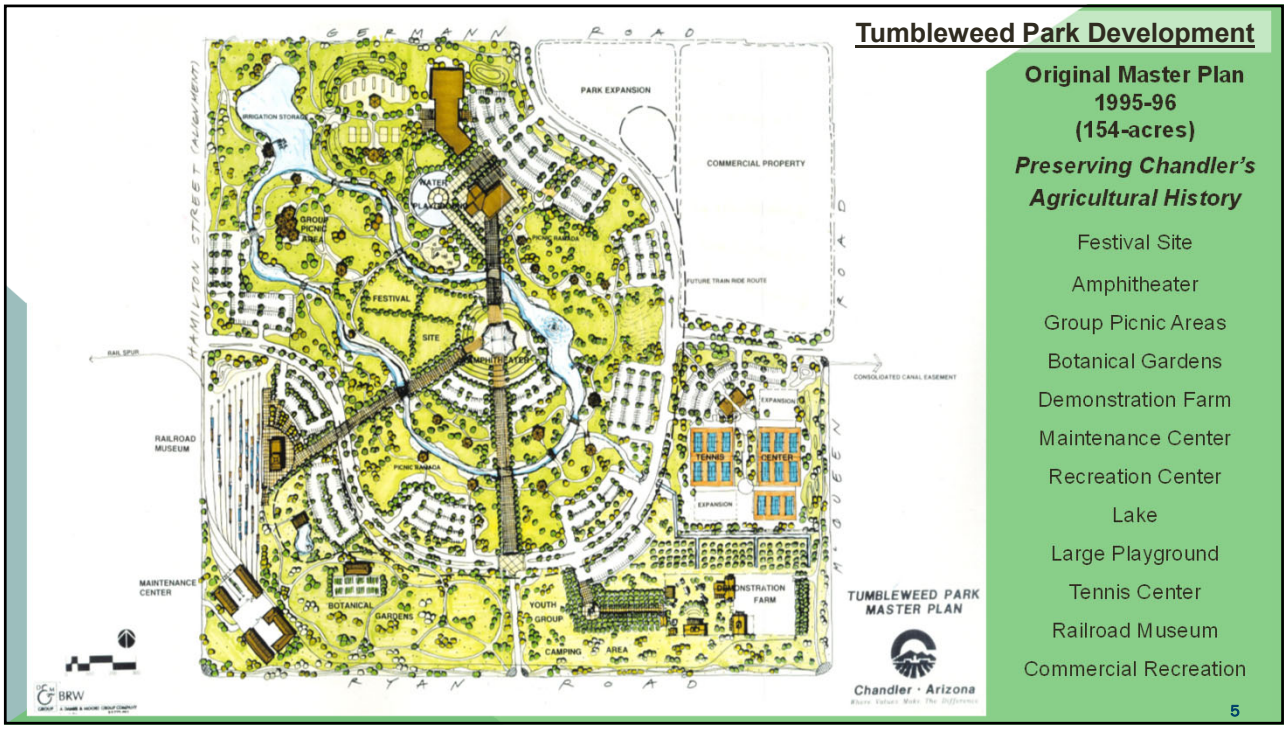
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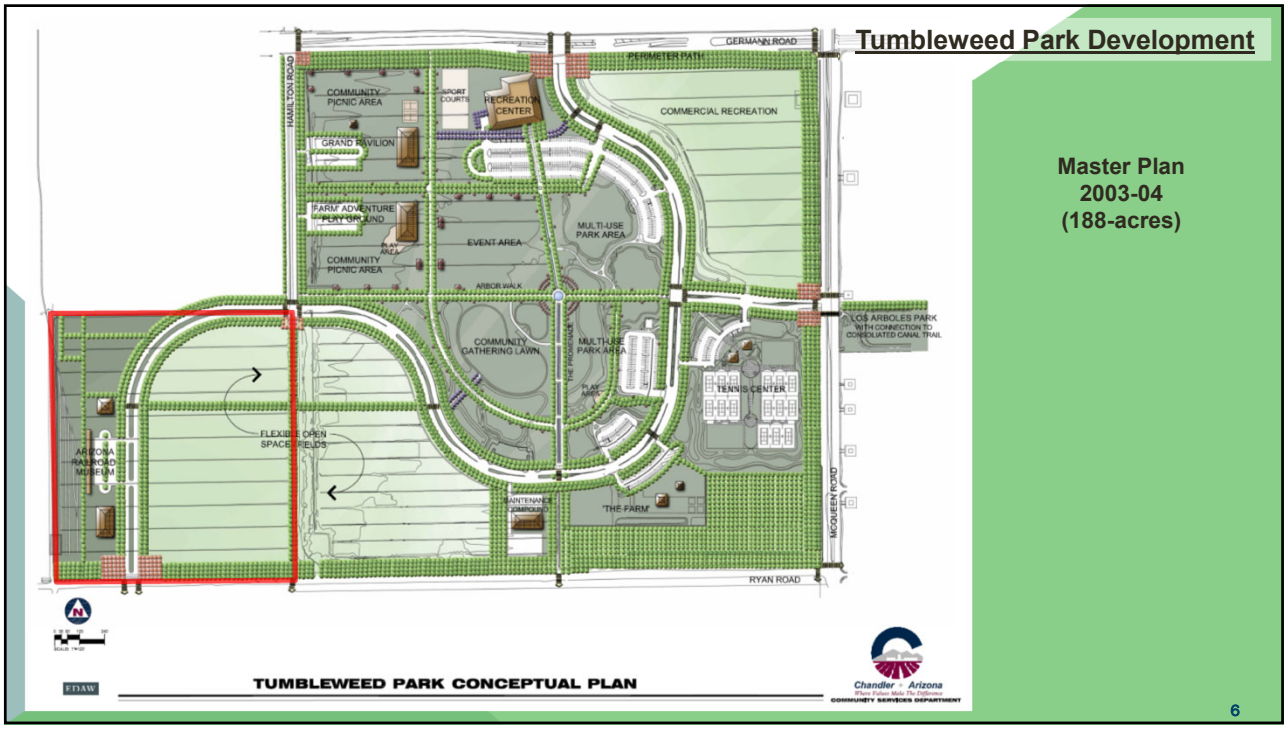
Tumbleweed Park Acquisition History

4

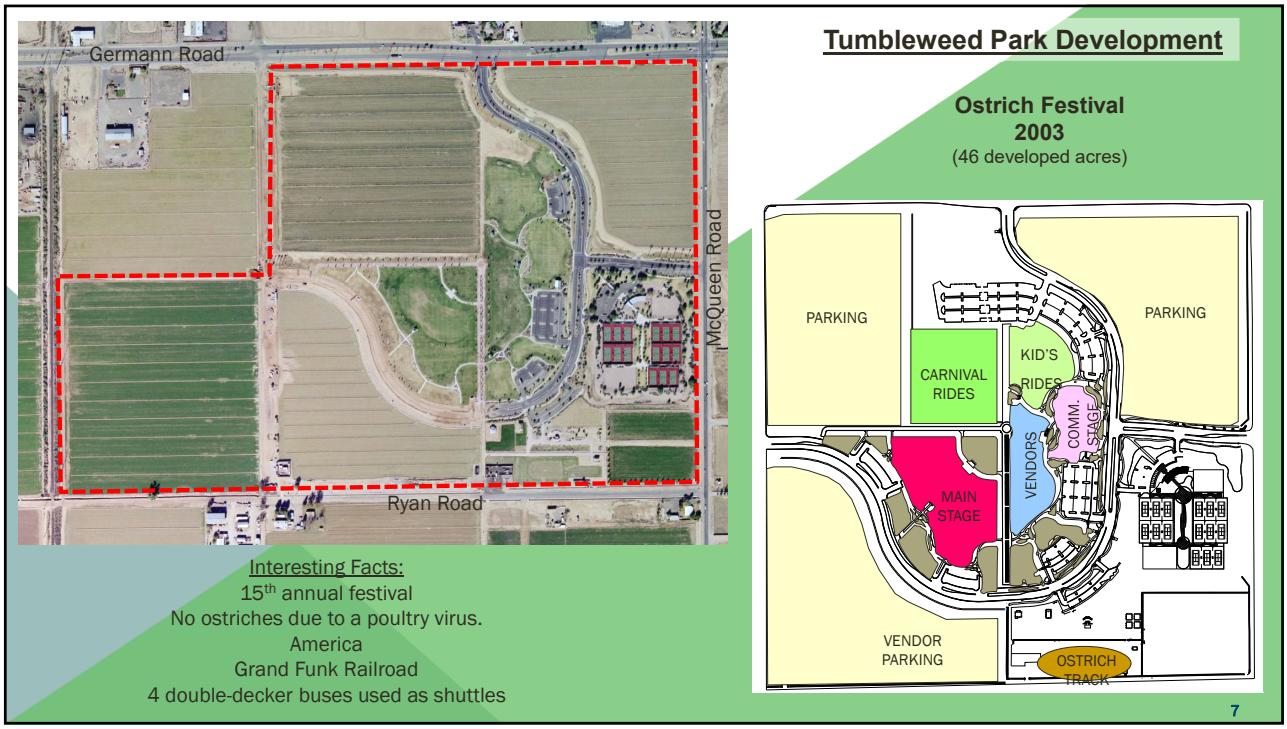
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Tumbleweed Park Development
Original Master Plan
1995-96
(154-acres)
Preserving Chandler's Agricultural History
Festival Site
Amphitheater
Group Picnic Areas
Botanical Gardens
Demonstration Farm
Maintenance Center
Recreation Center
Lake
Large Playground
Tennis Center
Railroad Museum
Commercial Recreation
GERMANN ROAD
RYAN ROAD
HAMILTON STREET (ALIGNMENT)
MCQUEEN ROAD
PARK EXPANSION
COMMERCIAL PROPERTY
FUTURE TRAIN RIDE ROUTE
CONSOLIDATED CANAL EASEMENT
IRRIGATION STORAGE
WATER PLAYGROUND
GROUP PICNIC AREA
FESTIVAL SITE
AMPHITHEATER
RAIL SPUR
RAILROAD MUSEUM
MAINTENANCE CENTER
BOTANICAL GARDENS
YOUTH GROUP CAMPING AREA
DEMONSTRATION FARM
TENNIS CENTER
EXPANSION
TUMBLEWEED PARK MASTER PLAN
Chandler · Arizona
5

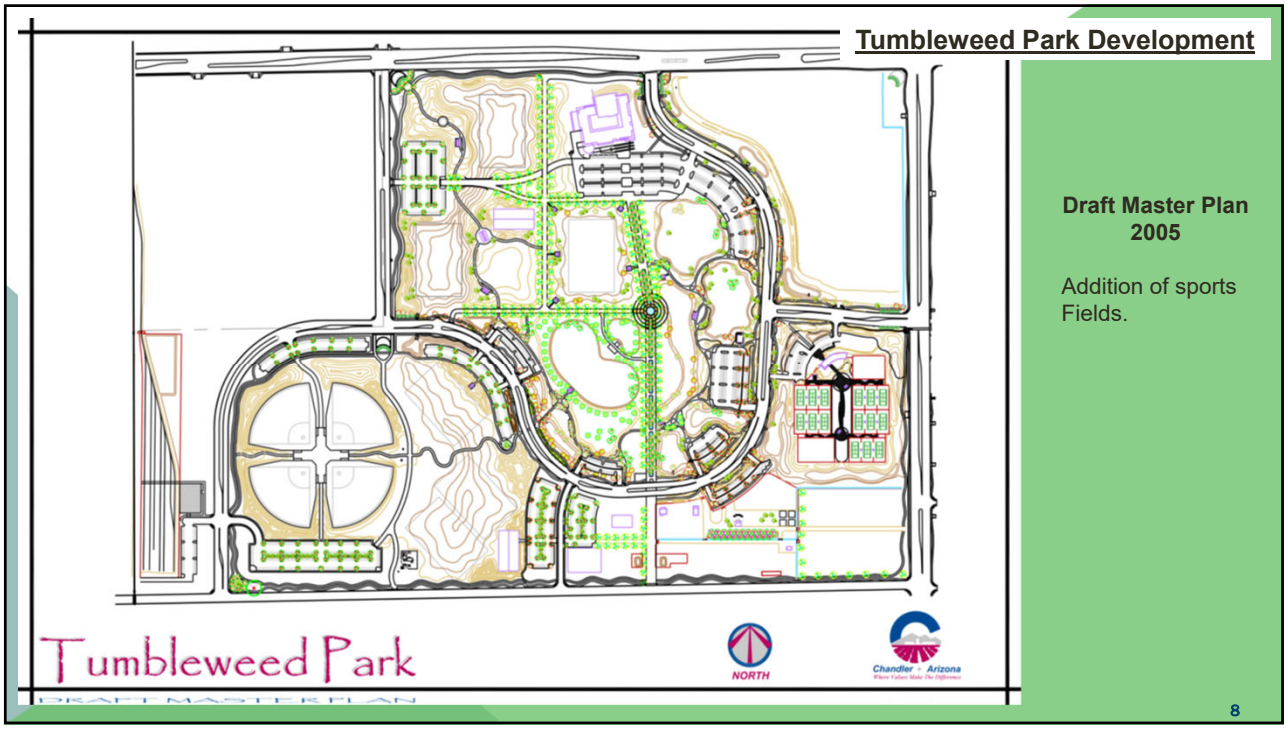
5


Tumbleweed Park Development
Master Plan
2003-04
(188-acres)
GERMANN ROAD
PERIMETER PATH
HAMILTON ROAD
COMMUNITY PICNIC AREA
SPORT COURTS
RECREATION CENTER
COMMERCIAL RECREATION
GRAND PAVILION
FARM ADVENTURE PLAY GROUND
EVENT AREA
MULTI-USE PARK AREA
COMMUNITY PICNIC AREA
ARBOR WALK
COMMUNITY GATHERING LAWN
LOS ARBOLES PARK WITH CONNECTION TO CONSOLIDATED CANAL TRAIL
TENNIS CENTER
FLEXIBLE OPEN SPACE FIELDS
ARIZONA RAILROAD MUSEUM
MAINTENANCE COMPOUND
'THE FARM'
MCQUEEN ROAD
RYAN ROAD
TUMBLEWEED PARK CONCEPTUAL PLAN
Chandler · Arizona
COMMUNITY SERVICES DEPARTMENT
6

6


Tumbleweed Park Development
Germann Road
McQueen Road
Ryan Road
Interesting Facts:
15th annual festival
No ostriches due to a poultry virus.
America
Grand Funk Railroad
4 double-decker buses used as shuttles
Ostrich Festival
2003
(46 developed acres)
PARKING
PARKING
CARNIVAL RIDES
KID'S RIDES
COMM. STAGE
VENDORS
MAIN STAGE
VENDOR PARKING
OSTRICH TRACK
7

7


Tumbleweed Park Development
Tumbleweed Park
NORTH
Chandler Arizona
Draft Master Plan
2005
Addition of sports Fields.
8

8



Tumbleweed Park Development

Master Plan 2007 (204-acres)

BMX Track

Diamond Field Complex

9

9



Commercial Recreation Opportunities

Goal: Provide a revenue source to help offset Tumbleweed Park maintenance costs.

2005 – RFP for 22-acres (SW corner of McQueen/Germann Roads)
- ViaWest Properties
- Waveyard
- Solicitation cancelled – 2006

2007 - RFP for 22-acres (SW corner of McQueen/Germann Roads)
- ViaWest Properties
- Village at Tumbleweed Park
- Due to the economy, negotiations ended.

2010 – RFP for 26-acres (SW corner of Hamilton St/Pioneer Pkwy)
- Waveyard
- Rock Climbing Facility
- Multi-purpose Facility
- 1440 Cable Factory
  - 2011 – Development agreement executed.
  - 2014 – Development agreement cancelled.

10

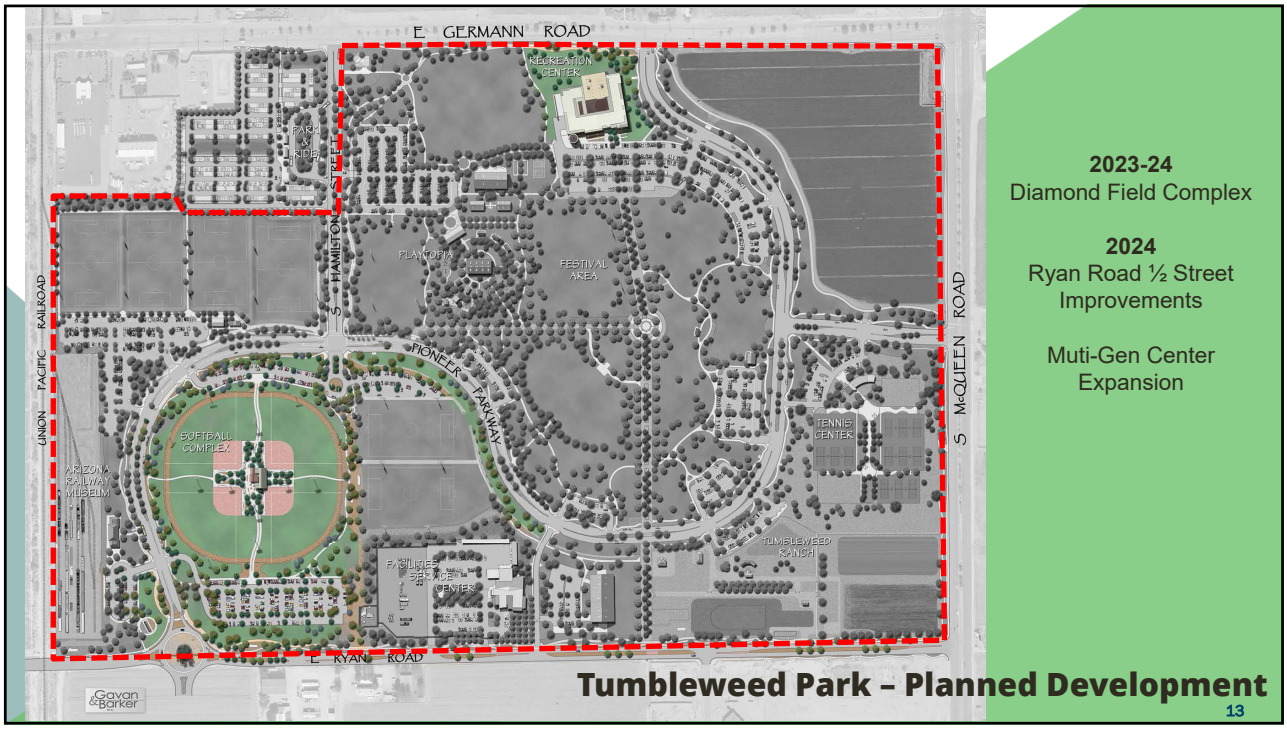
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Tumbleweed Park Development
E GERMANN ROAD
RECREATION CENTER
PARK & RIDE
S HAMILTON STREET
PLAYGROUND
FESTIVAL AREA
PIONEER PARKWAY
S McQUEEN ROAD
UNION PACIFIC RAILROAD
ARIZONA RAILWAY MUSEUM
RETENTION
TENNIS CENTER
TUMBLEWEED RANCH
FAMILIES FIRST CENTER
EAST RYAN ROAD
Gavan & Barker
144 CABLE FACTORY
Tumbleweed Park - MASTER PLAN
2010-14
Wakeboarding
Concept
11

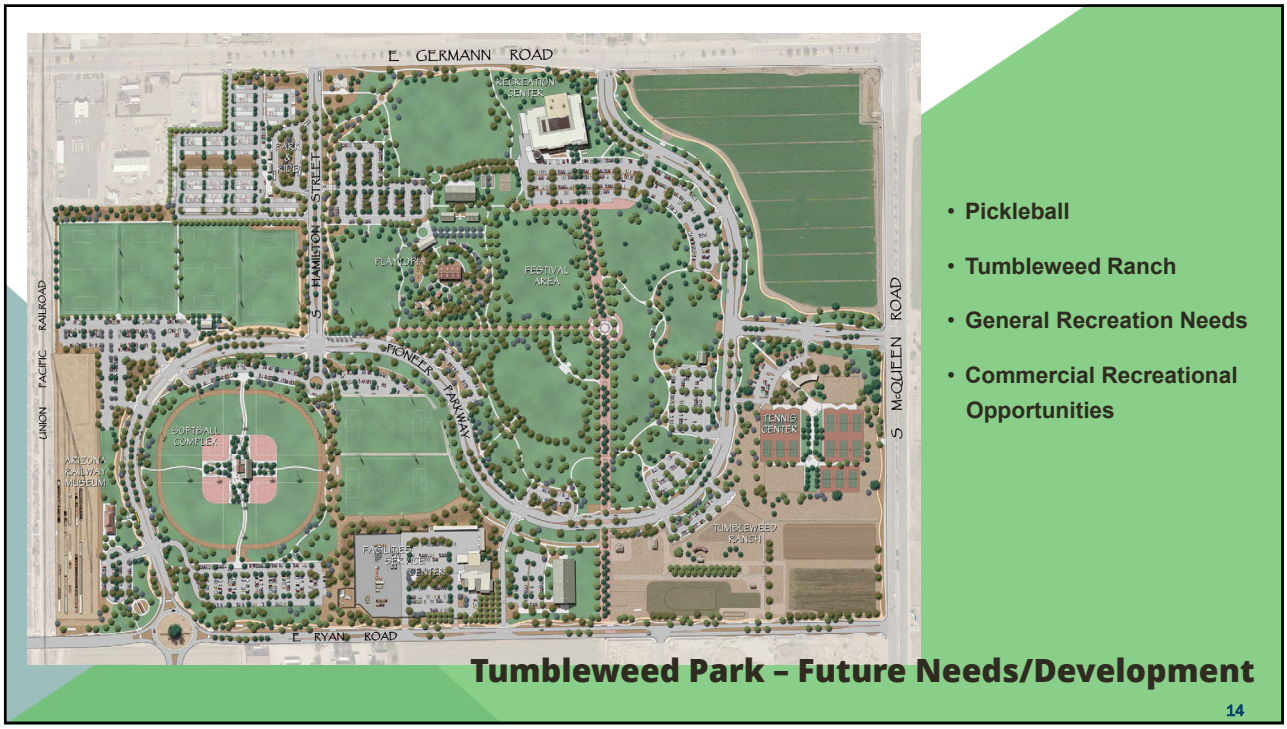
11


E GERMANN ROAD
RECREATION CENTER
+/- 22-acres
PARK & RIDE
S HAMILTON STREET
PLAYGROUND
FESTIVAL AREA
PIONEER PARKWAY
S McQUEEN ROAD
UNION PACIFIC RAILROAD
ARIZONA RAILWAY MUSEUM
+/- 29-acres
TENNIS CENTER
TUMBLEWEED RANCH
FAMILIES FIRST CENTER
+/- 5-acres
E RYAN ROAD
148 of 204 acres
developed
Developed over 28 years
(8 phases)
Tumbleweed Park – Existing
12

12


E GERMANN ROAD
RECREATION CENTER
PARK N RIDE
S HAMILTON STREET
PLAYTOPIA
FESTIVAL AREA
PIONEER PARKWAY
UNION PACIFIC RAILROAD
S McQUEEN ROAD
SOFTBALL COMPLEX
ARIZONA RAILWAY MUSEUM
TENNIS CENTER
TUMBLEWEED RANCH
FACILITIES MAINTENANCE CENTER
E RYAN ROAD
Gavan & Barker
2023-24
Diamond Field Complex
2024
Ryan Road ½ Street Improvements
Muti-Gen Center Expansion
Tumbleweed Park – Planned Development
13

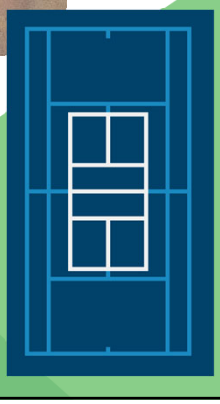
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E GERMANN ROAD
RECREATION CENTER
PARK N RIDE
S HAMILTON STREET
PLAYTOPIA
FESTIVAL AREA
PIONEER PARKWAY
UNION PACIFIC RAILROAD
S McQUEEN ROAD
SOFTBALL COMPLEX
ARIZONA RAILWAY MUSEUM
TENNIS CENTER
TUMBLEWEED RANCH
FACILITIES MAINTENANCE CENTER
E RYAN ROAD
• Pickleball
• Tumbleweed Ranch
• General Recreation Needs
• Commercial Recreational Opportunities
Tumbleweed Park – Future Needs/Development
14

14







Existing Pickleball Courts

Pickleball Courts Located at Parks:

- Arrowhead Meadows Park – 6
- La Paloma Park – 1
- Arbuckle Park – 1
- Pecos Ranch Park – 1
- Homestead North Park – 1

Tumbleweed Recreation Center – 4

- Programmed use during the week

Community Center – 2

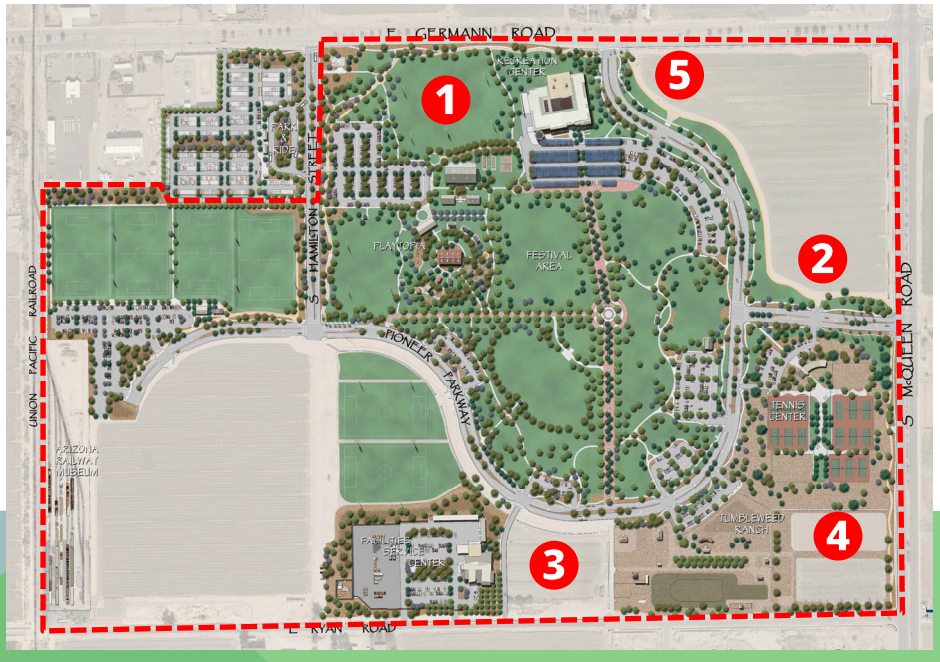
- May – September (Drop-in play)
- Classes (Year-round)

Parks Strategic Master Plan (Approved by City Council/2020)

- Recommended Level of Service = 1 court/12,000
- Existing Level of Service = 1 court/20,205
- Proposed Level of Service : 1 court/8,800

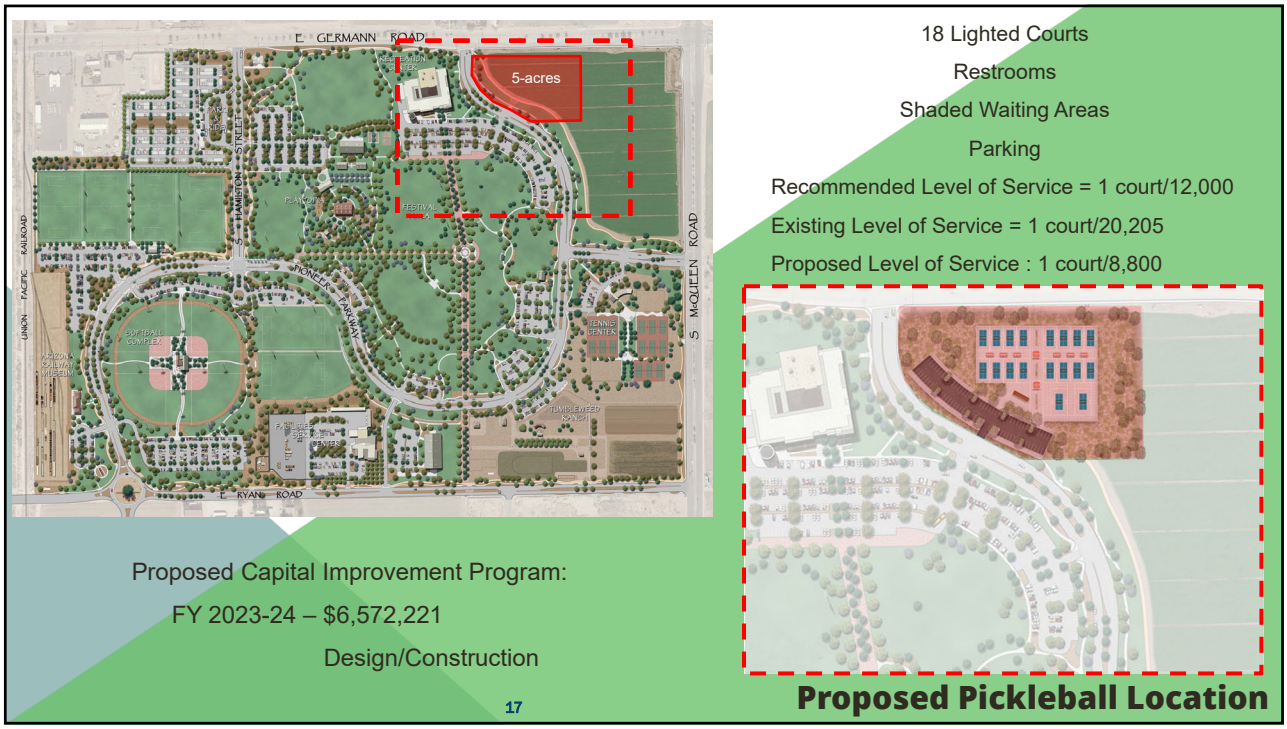
Pickleball

15



Tumbleweed Park – Pickleball Court Location Analysis

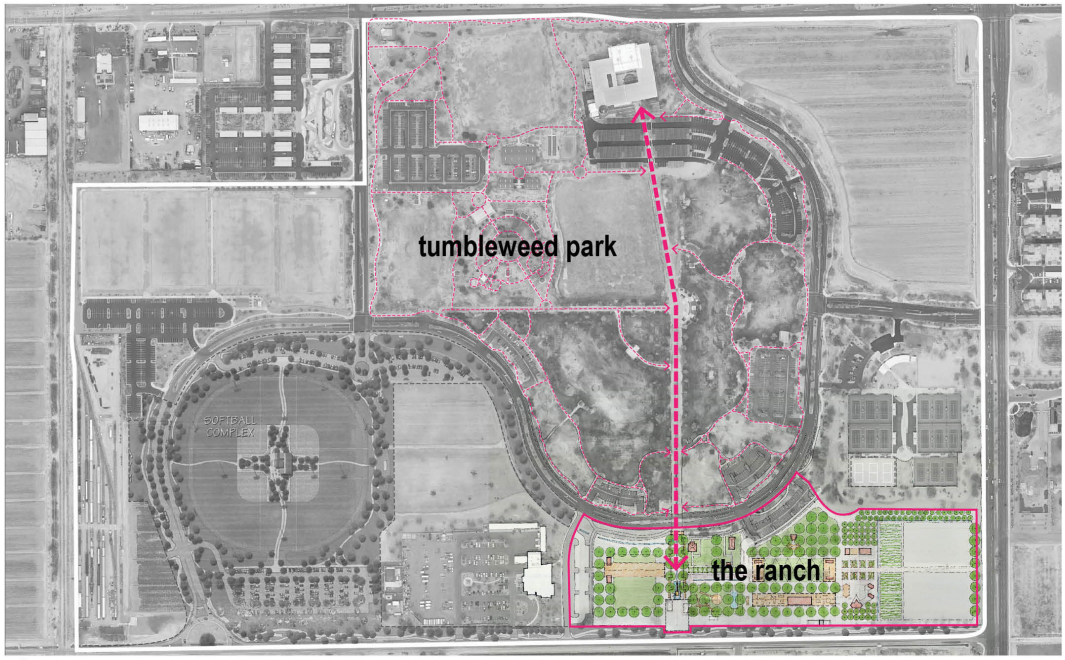
16


E. GERMANN ROAD
5-acres
S. HAMILTON STREET
S. McQUEEN ROAD
UNION PACIFIC RAILROAD
PIONEER PARKWAY
SOFTBALL COMPLEX
TENNIS CENTER
TUMBLEWEED RANCH
E. RYAN ROAD
18 Lighted Courts
Restrooms
Shaded Waiting Areas
Parking
Recommended Level of Service = 1 court/12,000
Existing Level of Service = 1 court/20,205
Proposed Level of Service : 1 court/8,800
Proposed Capital Improvement Program:
FY 2023-24 – $6,572,221
Design/Construction
17
Proposed Pickleball Location

17


THE RANCH
at tumbleweed park

18



conceptual site plan

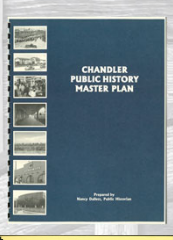
0 30 60 120 240

19

THE RANCH at Tumbleweed Park
WEDDLE GILMORE

19

Historical Background



Chandler Public History Master Plan—1999

The first Public History Master Plan adopted in the United States.

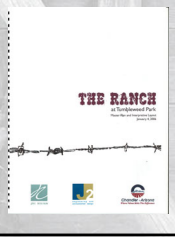
Viewed the community's history as a tangible resource to assist with development.
Identifies Tumbleweed Ranch as a site to focus on agricultural history.



Tumbleweed Ranch Program Plan—2000

The first plan to suggest potential approaches to the Ranch

Potential conceptual layouts developed by ASU School of Landscape Architecture and Environmental Design students.



The Ranch at Tumbleweed Park—2006

Master Plan and Interpretive Layout

Plan to interpret the existing Ranch structures insitu including an interpretive signage approach

20

THE RANCH
at tumbleweed park

20

Innovation inspired by opportunity



Dr Chandler's almost unceasing drive for the next "big thing" drove him to constantly to seek new innovations: in land development, water control, sources of water, ranching, agriculture, solar power, tourism, finance, architecture, community development, and the list goes on.

Dr. Chandler created a culture of innovation driven by opportunity. Countless others, from all walks of life, have have continued that legacy in Chandler and continually make it the "Community of Innovation" it is today.

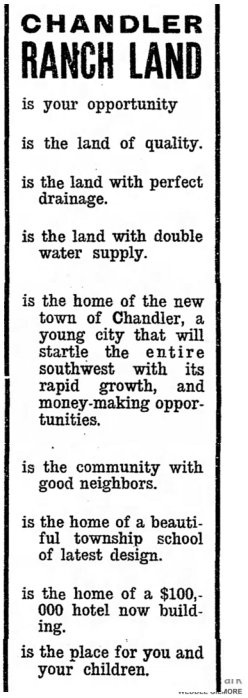
The Ranch at Tumbleweed Park, is the place to celebrate and honor this history of innovation and the people who have made it.

"I spend little time thinking of the past once a thing is done. It is more interesting to think of what the future has yet to be accomplished."

Dr. A. J. Chandler,

1939

chandler **a history of innovation**



CHANDLER
RANCH LAND

is your opportunity

is the land of quality.

is the land with perfect drainage.

is the land with double water supply.

is the home of the new town of Chandler, a young city that will startle the entire southwest with its rapid growth, and money-making opportunities.

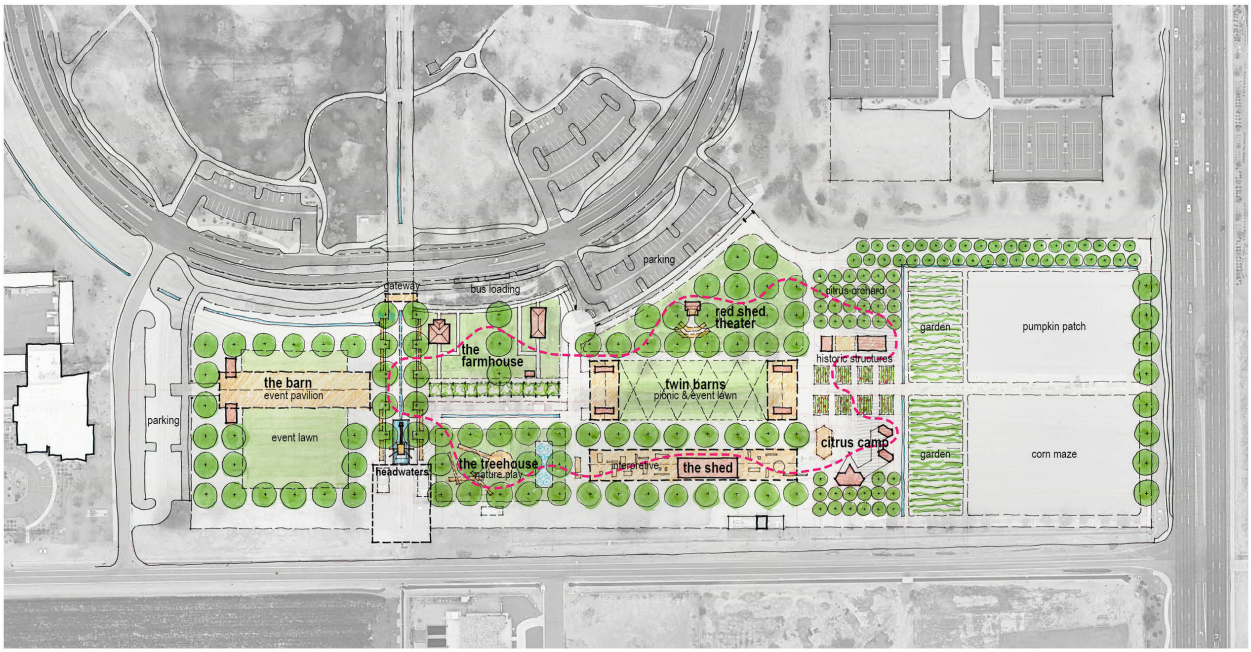
is the community with good neighbors.

is the home of a beautiful township school of latest design.

is the home of a $100,000 hotel now building.

is the place for you and your children.

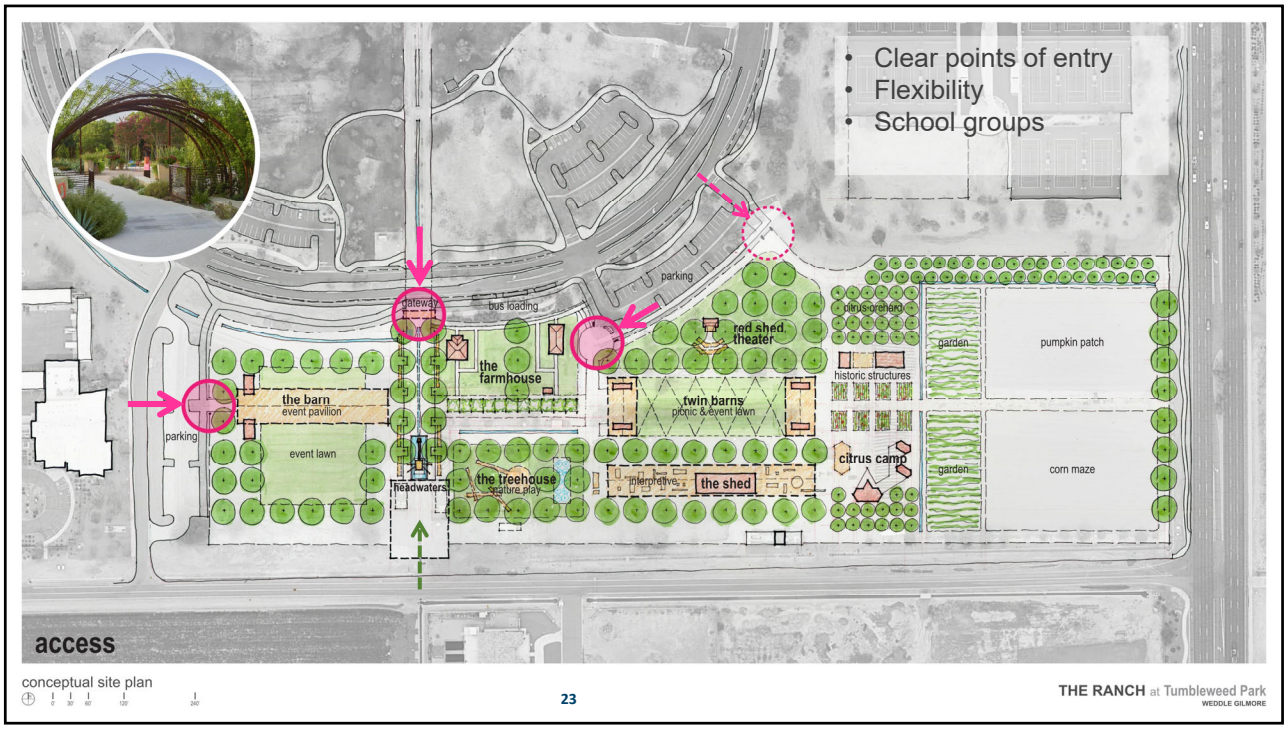
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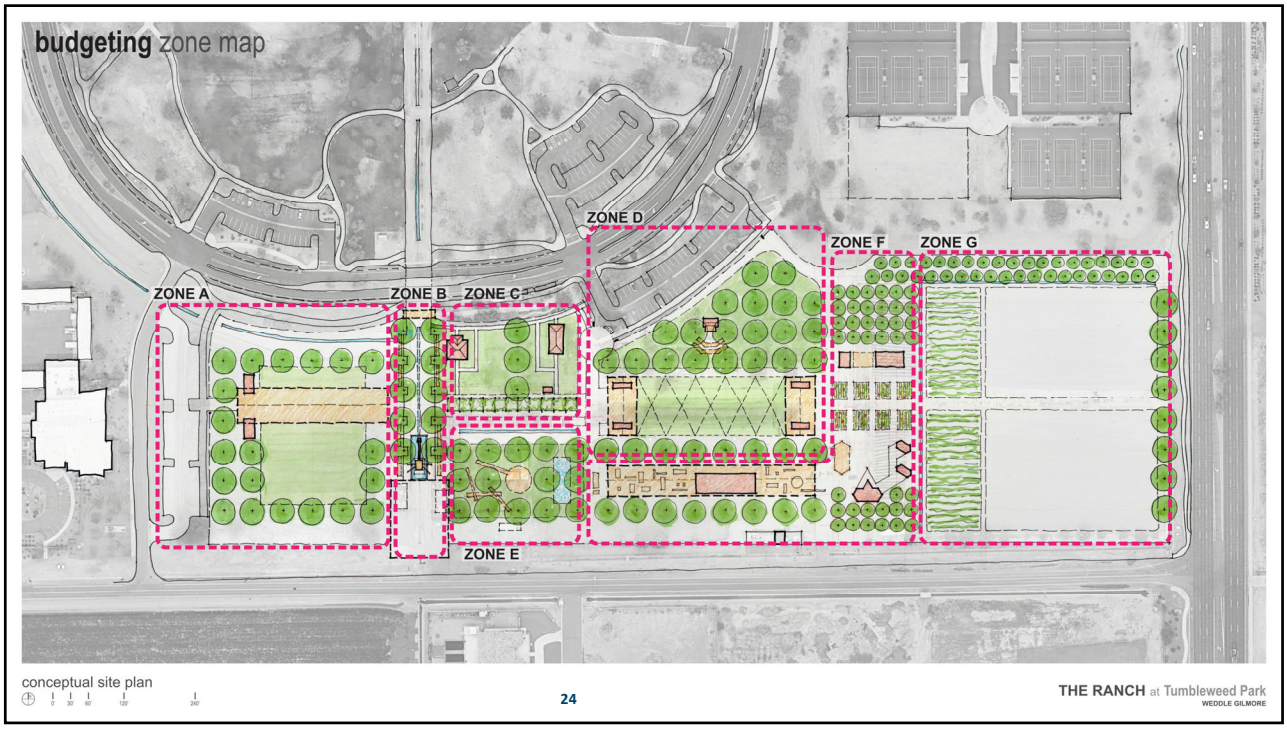
conceptual site plan

THE RANCH at Tumbleweed Park
WEDDLE GILMORE

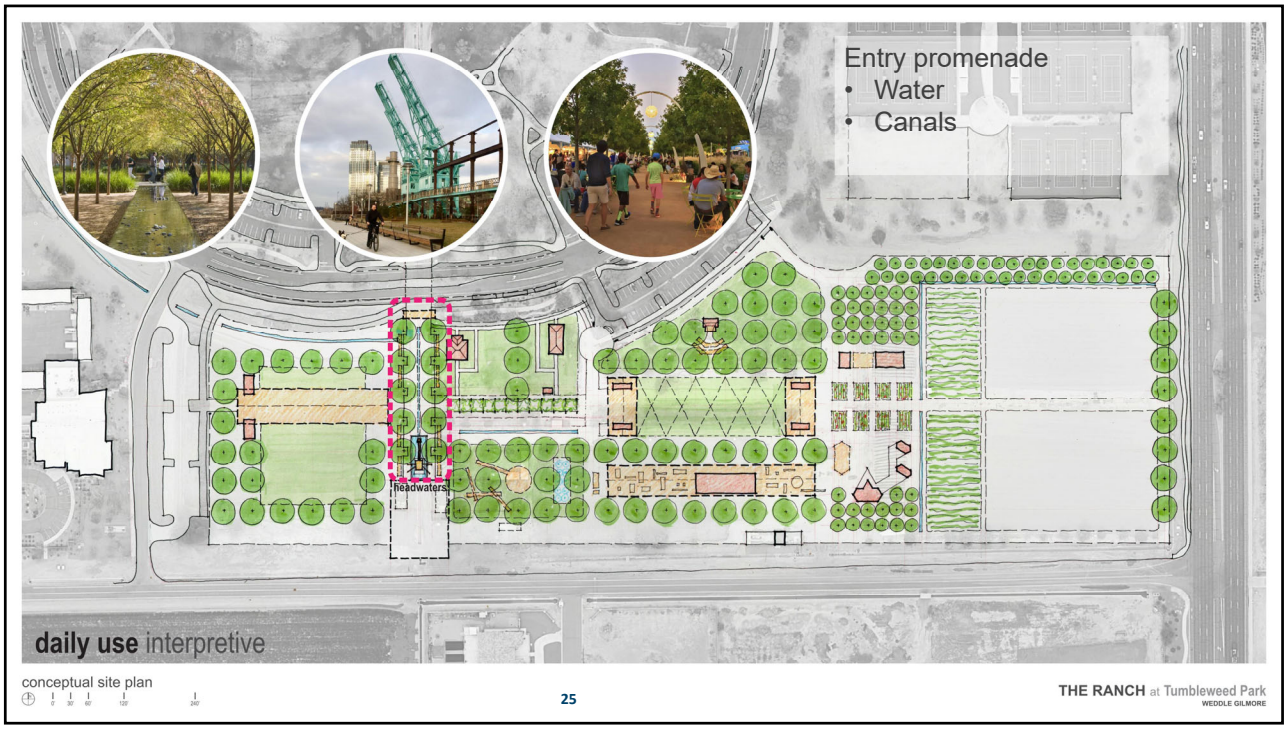
22


• Clear points of entry
• Flexibility
• School groups
gateway
bus loading
parking
red shed theater
the farmhouse
the barn
event pavilion
parking
event lawn
twin barns
picnic & event lawn
historic structures
citrus orchard
garden
pumpkin patch
citrus camp
garden
corn maze
headwaters
the treehouse
nature play
interpretive
the shed
access
conceptual site plan
23
THE RANCH at Tumbleweed Park
WEDDLE GILMORE

23


budgeting zone map
ZONE A
ZONE B
ZONE C
ZONE D
ZONE E
ZONE F
ZONE G
conceptual site plan
24
THE RANCH at Tumbleweed Park
WEDDLE GILMORE

24


Entry promenade
• Water
• Canals
headwaters
daily use interpretive
conceptual site plan
25
THE RANCH at Tumbleweed Park
WEDDLE GILMORE

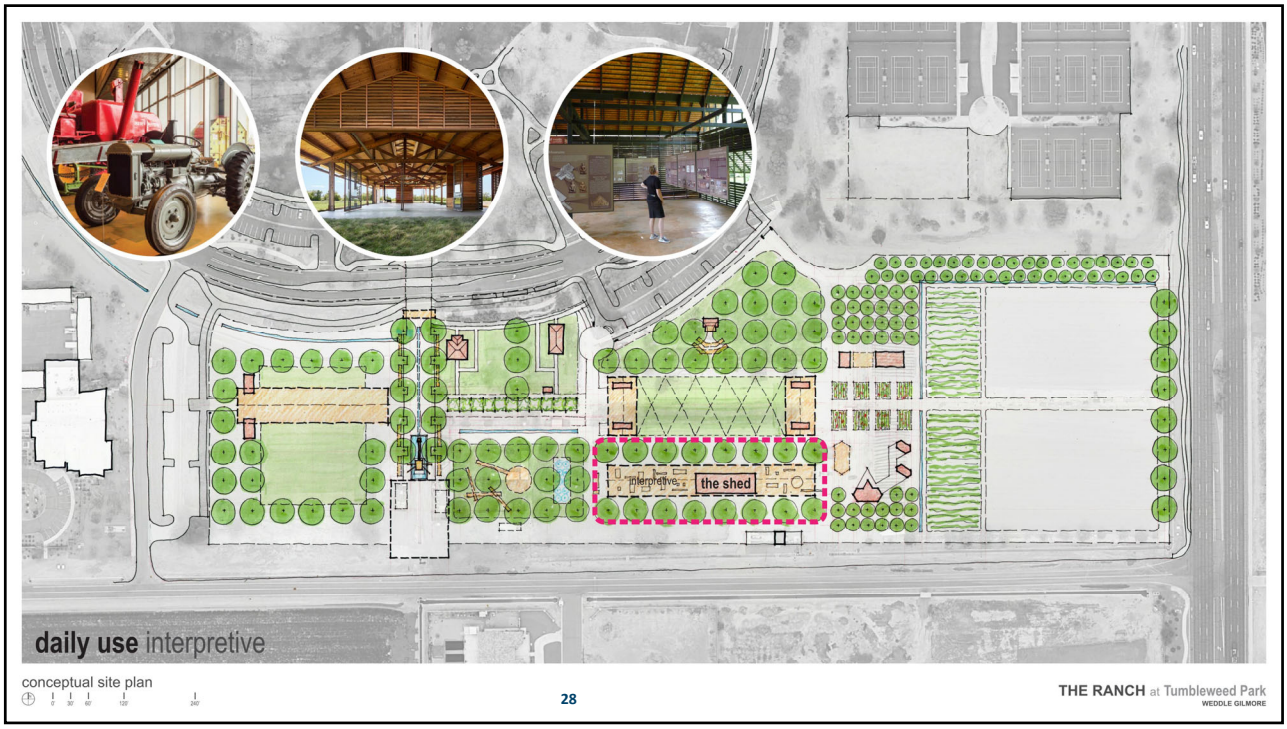
25


Historic homes
• Edwards house
• Mccroskey house
the farmhouse
daily use interpretive
conceptual site plan
26
THE RANCH at Tumbleweed Park
WEDDLE GILMORE

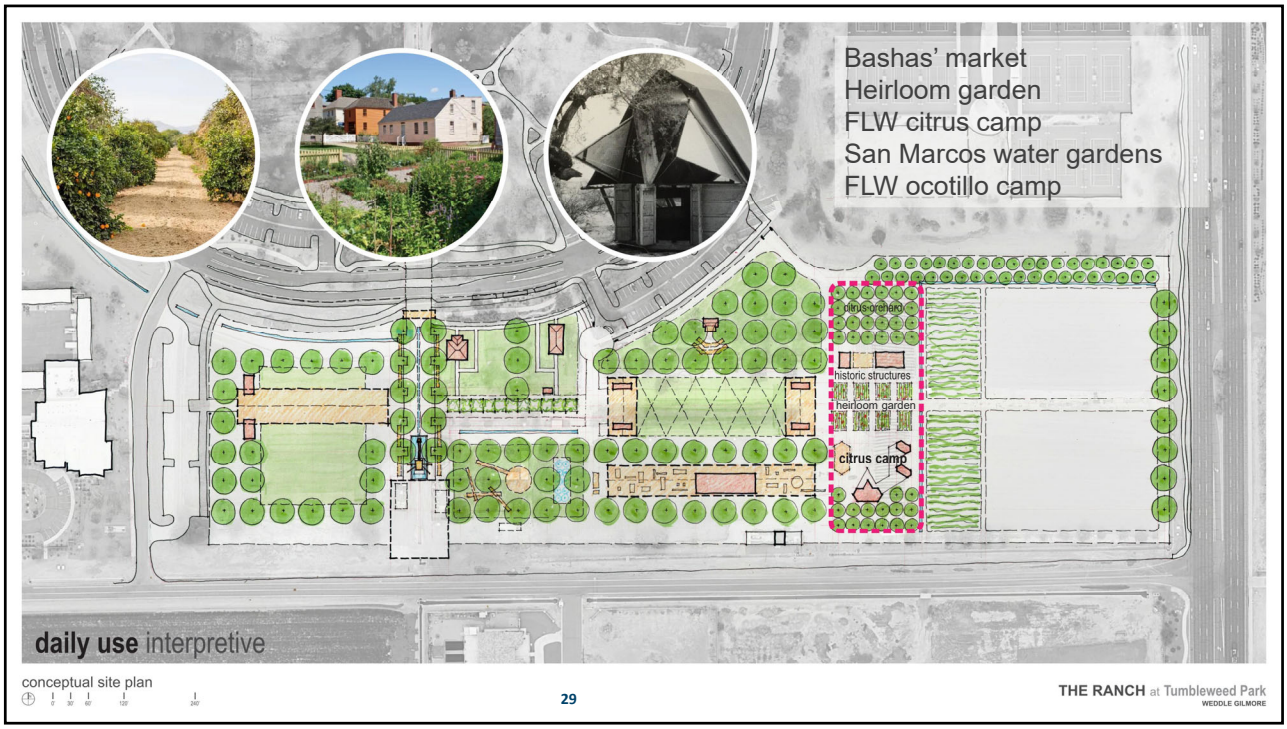
26


The Grove
• Interpretive nature play
• Tree house
• Splash pad water play
• Climbing structures
the treehouse
nature play
daily use play
conceptual site plan
27
THE RANCH at Tumbleweed Park
WEDDLE GILMORE

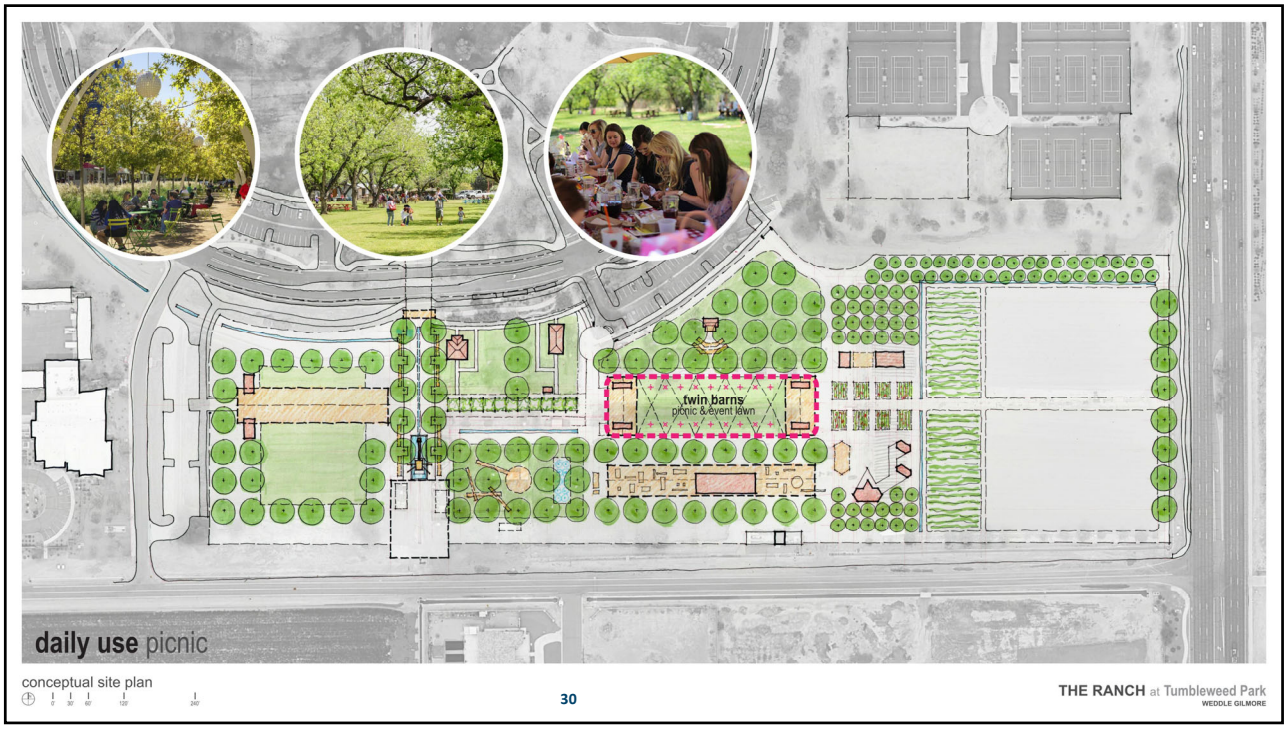
27


interpretive
the shed
daily use interpretive
conceptual site plan
28
THE RANCH at Tumbleweed Park
WEDDLE GILMORE

28


Bashas' market
Heirloom garden
FLW citrus camp
San Marcos water gardens
FLW ocotillo camp
citrus orchard
historic structures
heirloom garden
citrus camp
daily use interpretive
conceptual site plan
29
THE RANCH at Tumbleweed Park
WEDDLE GILMORE

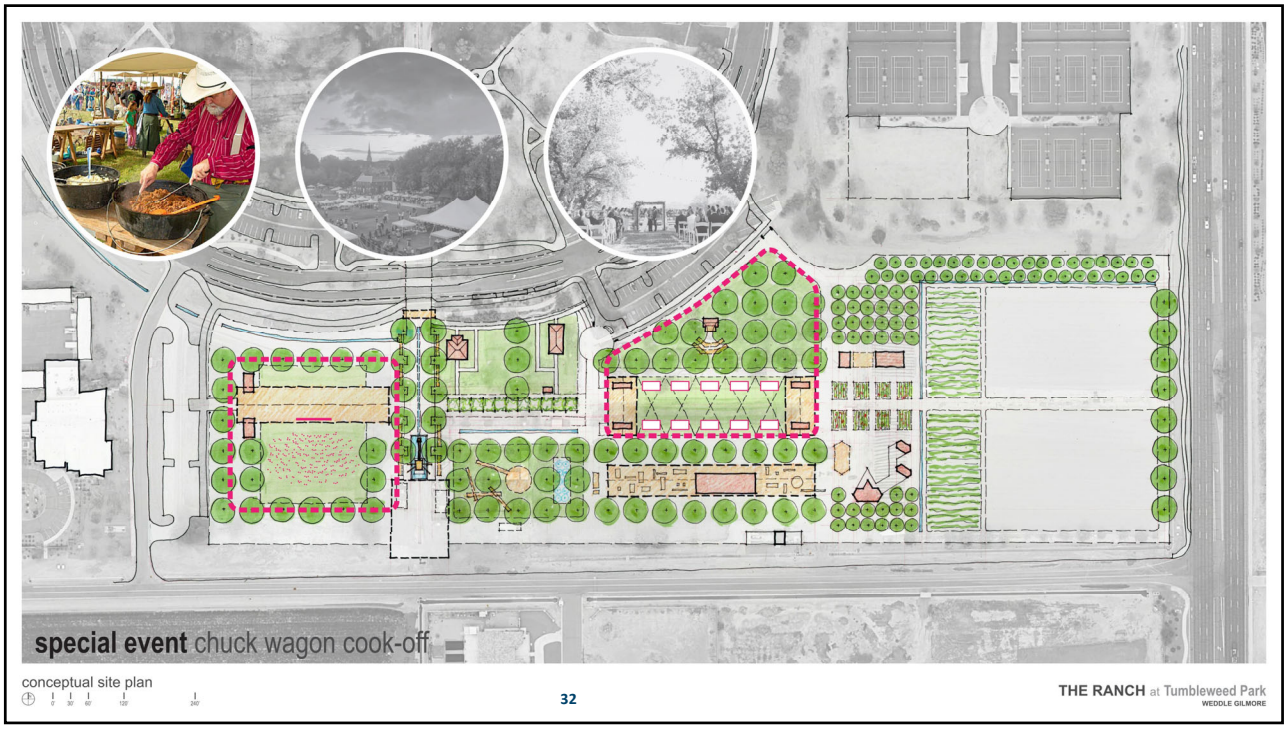
29


twin barns
picnic & event lawn
daily use picnic
conceptual site plan
30
THE RANCH at Tumbleweed Park
WEDDLE GILMORE

30


red shed theater
daily use education
conceptual site plan
31
THE RANCH at Tumbleweed Park
WEDDLE GILMORE

31


special event chuck wagon cook-off
conceptual site plan
32
THE RANCH at Tumbleweed Park
WEDDLE GILMORE

32

conceptual budget

• General Site Improvements (grading & trees)	$ 780,000
• Zone A – The Barn	$ 3,289,000
• Zone B – The Water Promenade	$ 745,000
• Zone C – The Farmhouse	$ 830,500
• Zone D – The Twin Barns	$ 2,607,000
• Zone E – The Treehouse	$ 1,000,000
• Zone F – The Innovation Shed	$ 4,547,400
• Zone G – The Farm	$ 200,000
• Total Construction Budget	$13,998,900
• Soft Cost Allowance (25%)	$ 3,499,725
• Total Project Budget	$17,498,625

budgeting zone map

conceptual site plan

THE RANCH at Tumbleweed Park



Next Steps

Diamond Field Construction (Spring 2023 – Spring 2024)

Ryan Road ½ Street Improvements (Summer 2024)

Multi-Gen Center Expansion (Summer 2024)

Pickleball Complex Design/Construction (FY 23-24)

Future Discussions

Tumbleweed Ranch

Special Events

Commercial Recreation Opportunities

TUMBLEWEED PARK

EXISTING - FUTURE DEVELOPMENT

February 10, 2023



CHANDLER arizona

Chandler Fire Station Development Plan

Quality of Life Subcommittee Meeting
February 10, 2023

1







Fire Station 282

- Approved by voters in the 2021 Bond Election.
- Total project cost is $12,000,000
- Project includes bringing adjacent basin to current standards.
- Project is on schedule with a certificate of occupancy projected in October of 2023.
- Once completed, a redeployment of resources and staff will occur.

2



Fire Station 284

A 2018 facility condition assessment conducted by Faithful & Gould identified a need for $1.1 million in repairs. Regular maintenance and condition evaluation are ongoing.

The Fire Station 4 project was recommended for reconstruction by the Public Safety Bond Subcommittee and approved by voters in the 2021 bond election.

Fire Station 4 was built in 1986 and is the only station remaining that does not have separate sleeping quarters for men and women.

The new station will include current design practices to reduce carcinogen exposure to firefighters.

Station design is funded for $680,000 in FY 2028-29, and construction is funded for $8,787,000 in FY 2029-30.

3

Fire Station 2812

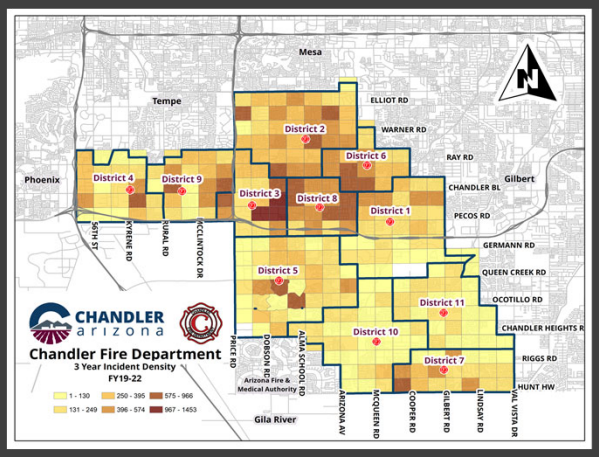
Fire Station 2812 is in the earliest phase of planning.

Chandler Fire Department (CFD) has been assessing building development, call volume growth, response times, and other factors that impact emergency response.

CFD staff identified a desired area of the City to build Fire Station 2812, with a general location of Arizona Avenue and Queen Creek Road.

CFD and the Public Works and Utilities staff identified a potential location for Fire Station 2812 on unused City property located on Queen Creek Road between McQueen Road and Arizona Avenue.

4



District	FY 2019-20	FY 2020-21	FY 2021-22	Grand Total	Growth
*Station 281	2,114	2,301	2,297	6,712	8.0%
*Station 2810	1,294	1,256	1,439	3,989	10.1%
*Station 2811	1,033	1,070	1,262	3,365	18.1%
Station 282	4,522	4,443	4,747	13,712	4.7%
Station 283	2,987	2,774	3,217	8,978	7.1%
Station 284	1,566	1,707	1,890	5,163	17.1%
*Station 285	2,611	2,764	2,937	8,312	11.1%
Station 286	2,063	2,127	2,195	6,385	6.0%
*Station 287	1,474	1,679	1,879	5,032	21.6%
Station 288	2,787	2,649	2,649	8,085	-5.2%
Station 289	2,072	2,046	2,224	6,342	6.8%

*Station directly impacted by Fire Station 2812

Call Volume Growth | FY 2019-20 – FY 2021-22

5

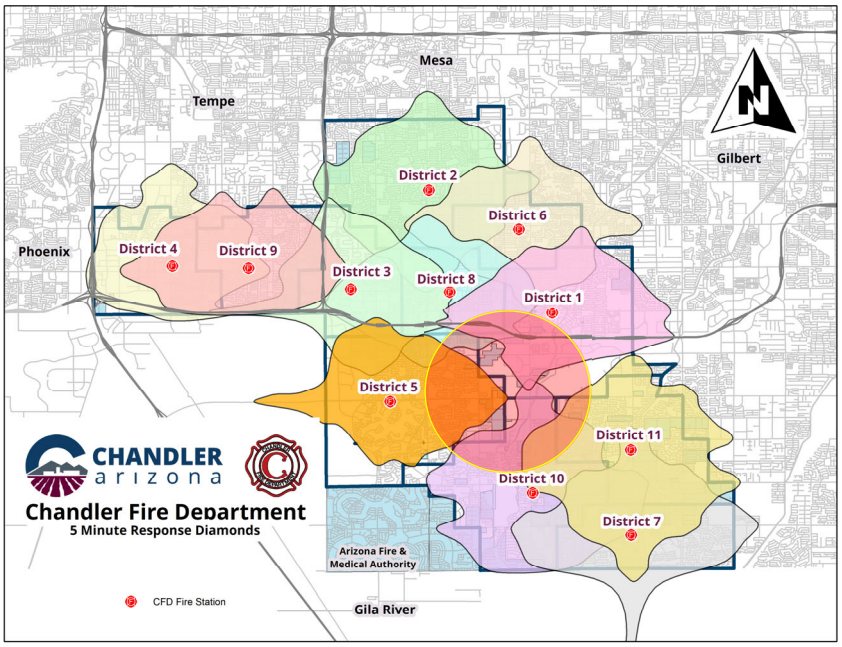


Response Times 2022

District	90th Percentile Response Times
*Station 2811	06:53
*Station 2810	06:33
*Station 281	06:13
*Station 285	06:09
Station 289	06:09
*Station 287	06:01
Station 284	05:48
Station 283	05:34
Station 288	05:31
Station 282	05:28
Station 286	05:22

6

Target Area Experiencing Reduced Coverage & Redundancy

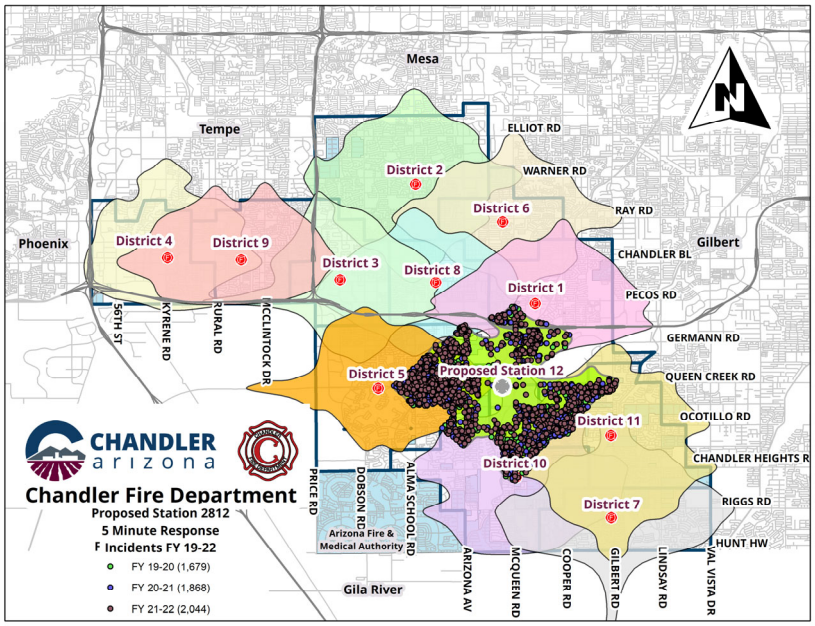


7



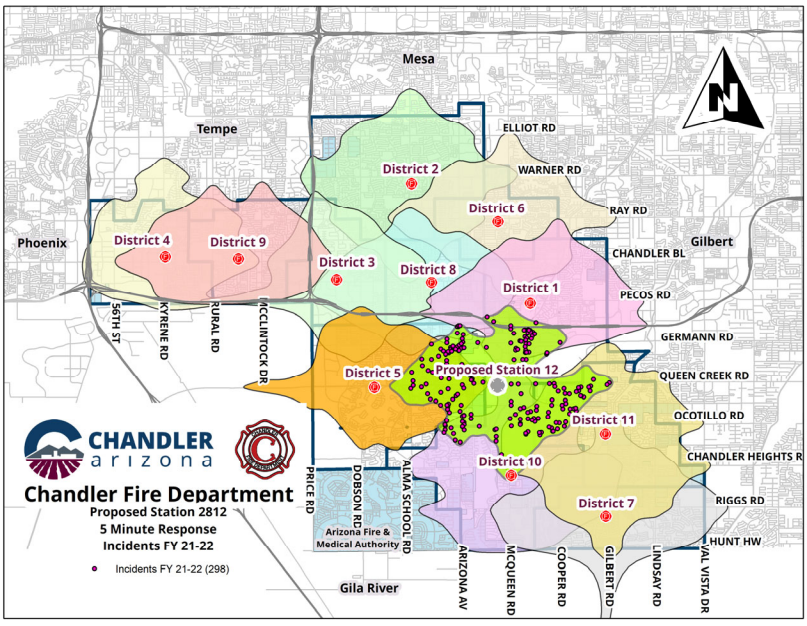
8

Location Analysis:
Incident Volume
Inside 5-Minute
Response
Diamond



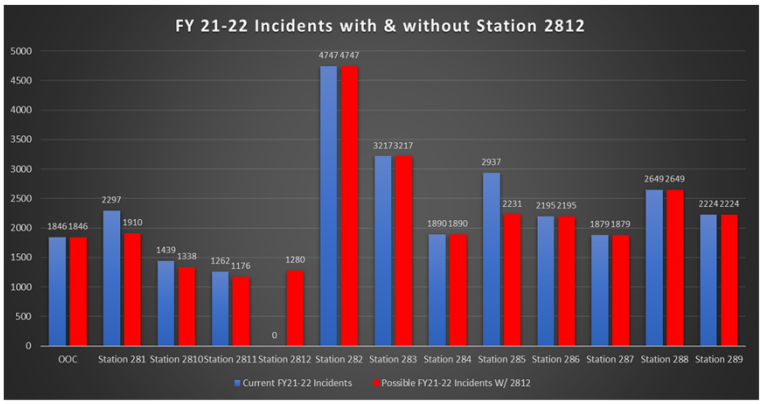
9

Location Analysis:
Current
Responses
Greater Than 5
Minutes



10

Deployment Impact of Additional Station



District	Current FY 21-22 Incidents	Possible FY 21-22 Incidents W/ 2812	Change
Out Of City	1846	1846	0
Station 281	2297	1910	**-387**
Station 2810	1439	1338	**-101**
Station 2811	1262	1176	**-86**
Station 2812	0	1280	1280
Station 282	4747	4747	0
Station 283	3217	3217	0
Station 284	1890	1890	0
Station 285	2937	2231	**-706**
Station 286	2195	2195	0
Station 287	1879	1879	0
Station 288	2649	2649	0
Station 289	2224	2224	0

11

Next Steps

- Complete the Fire Station 2 project and redeploy response resources.
- Evaluate the timing of the Fire Station 4 project based on response needs, ongoing building condition assessment, and fiscal considerations. Continue to maintain critical systems until station is fully reconstructed.
- Continue to monitor response needs in South Chandler and include the design and construction of Fire Station 12 in years 9 and 10 in the CIP as a placeholder, with regular evaluation of demand and timing.



12

PROFESSIONAL SERVICES AGREEMENT
Design Services

TUMBLEWEED RANCH
Project No. CA2301.201

Council Date: August 15, 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 **Weddle Gilmore Architects, PLLC**, an Arizona limited liability company, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide **Design Services** for **Tumbleweed Ranch** 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 **400** 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 **$498,360** 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: Rachel Marx**,** Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3354 Email: rachel.marx@chandleraz.gov	
To Consultant:	**LEGAL COMPANY NAME:**	Weddle Gilmore Architects, PLLC
	Mailing Address:	6916 E. 5th Avenue, Scottsdale, AZ 85251
	Physical Address:	6916 E. 5th Avenue, Scottsdale, AZ 85251
	Statutory Agent Name:	Philip Weddle
	Statutory Agent Mailing Address:	6916 E. 5th Avenue, Scottsdale, AZ 85251
	Statutory Agent Physical Address:	6916 E. 5th Avenue, Scottsdale, AZ 85251
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Philip Weddle, FAIA
	Title:	Principal Architect
	Phone:	480-517-5055
	Email:	pweddle@weddlegilmore.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"
WEDDLE GILMORE ARCHITECTS, PLLC

July 8, 2024

Signature Date

Philip Weddle

Print Name

Principal Architect

Title

pweddle@weddlegilmore.com

Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

EXHIBIT "A"
SCOPE OF SERVICES / SCHEDULE

DESIGN CONSULTANT PROPOSAL – THE RANCH AT TUMBLEWEED PARK

Weddle Gilmore Architects PLLC
July 3, 2024

1. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

1.1 Consultant will provide services for the design, permitting, and the development of construction documents for the development of The Ranch at Tumbleweed Park located at 2205 S. McQueen Road, Chandler, Arizona, all as more specifically described herein below.

1.2 The facilities for The Ranch at Tumbleweed Park is planned to have a multi-phased improvement plan to create a vibrant cultural destination that supports daily activity for Chandler residents as well as special events. The project phasing and zones are defined in the Master Plan for The Ranch at Tumbleweed Park. The proposed improvements included in this Scope of Work includes the following phases of work:

- **Phase 1 – Overall General Site Improvements:** Phase 1 improvements includes mass grading for the entire 19-acre site as well as a tree master plan to create shady activity zones and provide opportunities to interpret Chandler's fruit crop history. Additionally, the water irrigation infrastructure will be upgraded to support tree health and future phases of improvements.
- **Phase 2 – Full Improvements Zones B, C, and D:** Phase 2 improvements will include final design and construction of the following site zones.
    - **Zone B – The Water Promenade**
        - Approximately 16,000 sf of sitework, hardscape, & landscape improvements.
        - Entry gateway structure along Pioneer Parkway as well as a shady promenade that welcomes visitors to The Ranch.
        - Interpretive water feature that may include public art piece that represents a dredge that created the water infrastructure and the ever-important canals that deliver water.
        - Interpretive features focused on the history of water in Chandler.
        - Service Yard that will provide support spaces for the ongoing operations and maintenance of The Ranch. The service yard will also house existing well & pump equipment.
    - **Zone C – The Historic Farmhouses**
        - Approximately 40,000 sf of sitework, hardscape, & landscape improvements.
        - Limited renovation & restoration of the two historic farmhouses. Restoration will evaluate options for accessibility improvements, public access, enhanced interpretation, and potential office space for operations staff.
        - New grape arbor shade structure that links the pedestrian circulation.
    - **Zone D – The Twin Barns**
        - Approximately 110,000 sf of sitework, hardscape, & landscape improvements.
        - Entry gateway structure adjacent to existing parking that welcomes visitors to The Ranch.

- Relocation and renovation of the Red Shed Theater to support educational programs and small events.
- Approximately 9,600 sf Twin Barns provides covered outdoor program space for a range of daily activities and special events. Additionally, the Twin Barns will include 1,500 sf of conditioned support space including restrooms, technology, storage, and other support functions.

1.3 The project design, construction, furnishing and equipping budget is as follows:

- Phase 1 & 2 – Design Consultant Services $498,360
- Phase 1 – Total Project Budget $1,560,000
- Phase 2 – Total Project Budget $5,710,000

All design, construction and furnishing of the project will be completed within this budget.

1.4 Consultant will provide all design services for the Project including, but not limited to, normal architecture, landscape architecture, civil, structural, mechanical, and electrical engineering services.

2. ASSIGNMENT:

2.1 The design Agreement has been awarded to an architect based on their proposed personnel and specified consultants. Any deviations or substitutions of these team members must be pre-approved in writing by City. Those persons listed in Exhibit B will perform those portions of the work listed therein.

3. PROJECT SCHEDULE:

3.1 Consultant must perform the services within the times set forth in the Production Schedule included herein and made a part hereof by reference.

3.2 Consultant must adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of City. Consultant must revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. Consultant must take all reasonable actions necessary to get the project back on schedule and City will cooperate to assist Consultant.

4. QUALITY CONTROL:

4.1 Consultant must institute and comply with the Design Quality Control Plan attached hereto and made a part hereof by reference.

4.2 As a part of the project, the design Consultant will develop a quality control plan for the entire construction phase. This Quality Control Plan will establish what elements should and must be seen by each consultant during construction. Identify what is in the project, which will be required to have a IBC “special Inspection” by the design engineer.

5. PRELIMINARY RESEARCH:

5.1 As and for preliminary research before preparing the project design, Consultant will:

a. Perform a Document Search for utility as-builts.
b. Perform a Document search for rights-of-way.

c. Perform a Document search for survey ties and benchmarks.
d. Perform a Document search for City policies, regulations, standards, design manuals, and requirements, etc. relevant to project.
e. Research and/or obtain geotechnical reports and investigations, master plans, computer model data and field surveys.
f. Research all utility companies/agencies and acquire all available as-built and utility records.

5.2 Investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished by City.

5.3 Consultant must provide a survey of the project area that includes complete topographical and property data of the immediate site. Design must utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans. Clearly define the benchmark location and elevation that will be utilized for construction of this facility.

6 UTILITY/AGENCY COORDINATION:

6.1 Coordination with utility companies and agencies must be in accordance with the latest version of the "Public Improvement Project Guide" (PIPG).

6.2 Consultant must identify utility conflicts during the initial stages of the design process.

6.3 Consultant must coordinate the design and installation of the utilities, which includes, but is not limited to, services for electric, communications, water, storm drainage, irrigation and sanitary systems, etc.

6.4 Easements for these utilities must be identified early in the design stage of the project and necessary information provided to City's Real Estate Department to allow City to complete acquisition during the design phase.

6.5 Engineers employed by Consultant must provide the legal descriptions for the natural gas and electrical service easements.

6.6 Consultant must submit preliminary plans, specifications, and design calculations to utilities/agencies for review and use during their design for their service improvements or any necessary relocations.

6.7 Consultant must conduct utility meetings to coordinate relocations with utility/agency and establish relocation schedules.

6.8 Consultant must follow-up with the final design submittal for utility construction and coordination with the bid documents.

6.9 Consultant must incorporate the utility/agency private developer construction requirements into the bid documents.

7 GEOTECHNICAL INVESTIGATION:

7.1 Consultant must perform all soil and pavement borings necessary to complete their work.

7.2 Sub-surface soil conditions, established by the geotechnical investigations, must be incorporated into the bid documents in a manner usable to the excavation and foundation bidding and construction.

8 PROGRAMMING & SCHEMATIC DESIGN (30% Document Review):

8.1 It is assumed that the Program will be based on the implementation of the approved Master Plan concept. Consultant must meet with City staff to confirm the requirements of the Project and will arrive at a mutual understanding of such requirements.

8.2 Consultant must prepare a "Program" which will include:

a. Establish construction budget
b. Complete documentation of site survey from preliminary work
c. Define new buildings space needs
d. Define new building space requirements and amenities necessary to accommodate planned activities in each space
e. Define site requirements
f. Create a matrix of spaces, sizes and amenities

8.3 Based on the mutually agreed-upon program, schedule and construction budget requirements, Consultant must prepare, for approval by City, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of the Project components.

8.4 When the design is approximately thirty percent complete, Consultant must do the following:

a. Schematic Design will be based on the implementation of the approved Master Plan concept.
b. Present initial schemes to City and its representatives (to potentially include a contractor). Staff will collaborate with designers to manipulate the plans and mutually decide on the best scheme.
c. The final scheme must incorporate City's comments (and potentially a contractors' comments) and be cleaned up for reference and presentation to City Council if requested.
d. Prepare vertical sections across the site and through the building.
e. Prepare single line elevation drawing(s) and a perspective sketch of the exterior.
f. Complete a drainage analysis and provide solutions to mitigate the runoff.
g. Identify all necessary offsite improvements such as: streets, utilities, irrigation, etc., and depict the scope in a schematic design plan.
h. Submit the project to City for a Development Standards review.
i. Prepare a construction cost estimate for verification with the budget and re-design as necessary to re-align the design with the construction budget.

8.5 Consultant design review meetings with the City includes the following:

a. Attend a City Council meeting and brief City Council, which will include preparing exhibits, rendering(s), computer graphic "fly-around", displaying and explaining such exhibits etc., to City Council and public while documenting meeting information exchange.
b. Attend any other City Board meeting and brief the Board, which will include preparing exhibits, renderings, computer graphic "fly-around", displaying and explaining such exhibits, etc., to Board members while documenting meeting information exchange.

9 DESIGN DEVELOPMENT (60% Document Review):

9.1 Based on the approved Schematic Design Documents and any adjustments authorized by City in the program, schedule or construction budget, Consultant must prepare, for approval by City, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. When the design is approximately sixty percent (60%) complete, Consultant must do the following:

a. Allow and invite the Owner's Representative to attend the regular bi-weekly design coordination meetings.
b. Develop a site plan. Design must utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans.
c. Collaborate with City to define their requirements for building systems.
d. Create an outline specification.
e. Prepare plans, elevations, sections, schedules and notes as required to fix and describe the project as to civil, architectural, structural, mechanical, electrical, and special systems.
f. Perform code reviews and implement requirements into the design documents.
g. Consultant is required to review and complete the City's Constructability Review Checklist. All applicable checklist items are required to be incorporated in the design documents.
h. Value Engineer the design cooperatively with the entire design team and City's representatives. This effort will occur as early as effectively possible and consist of a focused meeting addressing: relationships of components, construction materials, and building systems.
i. Conduct a full document set (plans & specs) review in the presence of all consultants and City's representatives and any other stakeholders.
j. Submit once to City's Project Manager for comment two complete drawing sets, specifications, drainage calculations, one of which will be reproducible. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.

9.2 Prepare a construction cost estimate for verification with the budget. Re-design as necessary to re-align the design with the construction budget.

9.3 Consultant review & coordination meetings with the City includes the following:
a. Present a second briefing to Board that will include preparing exhibits, renderings, computer graphic "fly-around", briefing Board members while documenting meeting information exchange.
b. Schedule review meeting with plan check staff to discuss review comments. Clarify with the plan check staff what the design challenges are and decide the method in which they will be resolved.

10 CONSTRUCTION DOCUMENTS (90% & 100% Document Review):

10.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by City, Consultant must prepare, for approval by City, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. When the design is approximately ninety percent (90%) complete and again when the design is one hundred percent (100%) complete, Consultant must do the following:

a. Prepare plans, elevations, sections, schedules, notes and specifications as required to be able to bid and construct the project in its entirety.
b. Cover sheet to be provided electronically by City.
c. Provide City of Chandler with a copy of the AutoCAD files. Each building system must be "layered" so as to be able to isolate trades or engineering from architectural components or vice versa.
d. Provide document coordination of work performed by separate contractors or by City's own forces (i.e.: systems furniture or exercise equipment provisions & installation, etc.).
e. Prepare bid alternates as necessary to assure budget can be met.

10.2 Prepare a construction cost estimate for verification with the budget. Re-design as necessary

to re-align the design with the construction budget.

10.3 Conduct a full document set (plans & Specs) review in the presence of all consultants and City's representatives.

10.4 Submit to City's Project Manager for comment two complete drawing sets, specifications, final drainage report, drainage & structural calculations, one of which will be reproducible. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.

11 BID & AWARD (100% Documents):

11.1 Submit bid documents to Development Services for building permit. All plans, calculations and specifications will be stamped. The specifications will be 8-1/2" x 11" format and PDF's via electronic submittal. Plans will be black line prints and PDF's via electronic submittal. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.

11.2 Pick-up plan review final comments and prepare stamped Mylar documents for reproduction. City will have the bid sets reproduced from these Mylar's.

11.3 Assist City in the preparation of the Bid Form.

11.4 Attend and participate at the pre-bid conference for the purpose of answering technical questions from potential bidders.

11.5 Assist City in the evaluation of "substitutions and or-equals" and make a recommendation to accept or decline.

11.6 Prepare addenda for review and approval by City. City will distribute.

11.7 If bids are 10% over or under the "engineers estimate", Consultant will be required to provide a detailed evaluation explaining differences. Then the documents will be modified and re-bid at no additional cost to City.

12 PERIOD OF SERVICE (MILESTONES):

12.1 Following receipt of a "Notice to Proceed" with the design work, Consultant must complete the design and have all documents ready for bidding within 400 calendar days of the date indicated on the Notice to Proceed. Notice to Proceed is assumed to be August 15, 2024. Below are the benchmark goals for each phase of work:

- Phase 1
  - Schematic Design (30%) 11/20/2024
  - Design Development (60%) 02/05/2025
  - Construction Documents (90%) 05/14/2025
  - Construction Documents (100%) 08/13/2025
  - Bid 09/10/2025
- Phase 2
  - Schematic Design (30%) 11/20/2024
  - Design Development (60%) 02/05/2025
  - Construction Documents (90%) 05/14/2025
  - Construction Documents (100%) 08/13/2025
  - Bid 09/10/2025

12.2 Consultant must complete all services specified herein in accordance with the Production

Schedule and progress milestones included in Exhibit A attached herein. In the event delays are experienced beyond the control of Consultant, the completion date may be extended as mutually agreed upon by City and Consultant.

13 CONSULTANT SERVICES & ALLOWANCES:

13.1 Provide Consultant Services required for the project including the following:

a. Civil Engineering

b. Landscape Architecture

c. Structural Engineering

d. Mechanical Engineering

e. Electrical Engineering

13.2 Provide Allowance for Printing Expenses in the amount of $7,500 to be reimbursed at Direct Cost.

13.3 Provide an Allowance for Cost Estimating Services in the amount of $15,000.

13.4 Provide an Owner's Allowance in the amount of $10,000. Owner's Allowance may only be used with prior authorization from the City.

EXHIBIT “B”
COMPENSATION AND FEES

EXHIBIT "B-1"

Lump Sum Cost Per Task

	TASK DESCRIPTION		SUBTOTAL	
Task 1.0	**Project Description & Scope of Construction**			
Task 2.0	**Assignment**			
Task 3.0	**Project Schedule**			**$ 1,010**
3.2	Production Schedule	*$*	*1,010*	
Task 4.0	**Quality Control**			**$ 1,010**
4.2	Quality Control Plan	*$*	*1,010*	
Task 5.0	**Preliminary Research**			**$ 12,720**
5.1	Perform Document Search and Research	*$*	*1,010*	
5.2	Investigate Existing Conditions	*$*	*1,010*	
5.3	Survey	*$*	*10,700*	
Task 6.0	**Utility/Agency Coordination**			**$ -**
6.1	Coordination with Utilities (PIPG) (Included in Tasks 8.0, 9.0, & 10.0)	*$*	-	
6.2	Identify Utility Conflicts (Included in Tasks 8.0, 9.0, & 10.0)	*$*	-	
6.3-9	Coordination Design of Utilities (Included in Tasks 8.0, 9.0, & 10.0)	*$*	-	
Task 7.0	**Geotechnical Investigation**			**$ 5,100**
7.1	Soil and Pavement Borings	*$*	*5,100*	
Task 8.0	**Programming & Schematic Design (30%)**			**$ 63,760**
8.2	Program Confirmation	*$*	*2,480*	
8.4	Prepare 30% SD & ROM Cost Estimate	*$*	*58,800*	
8.5	CofC Review/Meeting/Site Visit	*$*	*2,480*	
Task 9.0	**Design Development (60%)**			**$ 76,600.00**
9.1	Prepare 60% Plans & Outline Specs	*$*	*69,400*	
9.2	Coordinate 60% Cost Estimate	*$*	*2,840*	
9.3	60% CofC Review/Meeting/Site Visit	*$*	*4,360*	
Task 10.0	**Construction Documents (90% & 100%)**			**$ 109,980.00**
10.1	Prepare 90% Plans & Draft Tech Specs	*$*	*69,400*	
10.2	Cordinate 90% Cost Estimate	*$*	*2,840*	
10.3	90% CofC Review/Meeting/Site Visit	*$*	*4,360*	
10.1	Prepare 100% Plans & Final Tech Specs	*$*	*25,300*	
10.4	100% Deliverables, Plan Review & Permit	*$*	*5,240*	
10.2	100% Engineer's Cost Estimate	*$*	*2,840*	
Task 11.0	**Bid & Award**			**$ 9,380**
11.1-7	Bidding Assistance	*$*	*9,380*	
Task 13.0	**Consultant Services & Allowances**			**$ 218,800**
13.1.a	Civil Engineering	*$*	*84,300*	
13.1.b	Landscape Architecture	*$*	*45,000*	
13.1.c	Structural Engineering	*$*	*25,000*	
13.1.d	Mechanical Engineering	*$*	*9,500*	
13.1.e	Electrical Engineering	*$*	*22,500*	
13.2	Allowance for Printing Expenses at Direct Cost	*$*	*7,500*	
13.3	Allowance for Cost Estimating Services	*$*	*15,000*	
13.4	Owner's Allowance	*$*	*10,000*	
	TOTAL COST:			**$ 498,360**

WEDDLE GILMORE ARCHITECTS

EXHIBIT "B-2"
Hours and Rates

		Principal Architect Philip Weddle	Project Manager Jeff DeHaven	Project Architect	Designer II P. Perdomo	Designer I	Admin	< PROJECT ROLE
		$ 205	$ 150	$ 130	$ 115	$ 105	$ 85	< HOURLY RATES
TASK DESCRIPTION								**TOTAL HOURS PER TASK**
Task 1.0 Project Description & Scope of Construction								
Task 2.0 Assignment								
Task 3.0 Project Schedule		**2**	**4**	**0**	**0**	**0**	**0**	**6**
3.2	Production Schedule	2	4					
Task 4.0 Quality Control		**2**	**4**	**0**	**0**	**0**	**0**	**6**
4.2	Quality Control Plan	2	4					
Task 5.0 Preliminary Research		**4**	**8**	**0**	**0**	**0**	**0**	**12**
5.1	Perform Document Search and Research	2	4					
5.2	Investigate Existing Conditions	2	4					
5.3	Survey							
Task 6.0 Utility/Agency Coordination		**0**	**0**	**0**	**0**	**0**	**0**	**0**
6.1	Coordination with Utilities (PIPG)							
6.2	Identify Utility Conflicts							
6.3-9	Coordination Design of Utilities							
Task 7.0 Geotechnical Investigation		**0**	**0**	**0**	**0**	**0**	**0**	**0**
7.1	Soil and Pavement Borings							
Task 8.0 Programming & Schematic Design (30%)		**88**	**176**	**0**	**168**	**0**	**0**	**432**
8.2	Program Confirmation	4	8		4			
8.4	Prepare 30% SD & ROM Cost Estimate	80	160		160			
8.5	CofC Review/Meeting/Site Visit	4	8		4			
Task 9.0 Design Development (60%)		**96**	**220**	**0**	**208**	**0**	**0**	**524**
9.1	Prepare 60% Plans & Outline Specs	80	200		200			
9.2	Coordinate 60% Cost Estimate	8	8					
9.3	60% CofC Review/Meeting/Site Visit	8	12		8			
Task 10.0 Construction Documents (90% & 100%)		**132**	**332**	**0**	**288**	**0**	**0**	**752**
10.1	Prepare 90% Plans & Draft Tech Specs	80	200		200			
10.2	Cordinate 90% Cost Estimate	8	8					
10.3	90% CofC Review/Meeting/Site Visit	8	12		8			
10.1	Prepare 100% Plans & Final Tech Specs	20	80		80			
10.4	100% Deliverables, Plan Review & Permit	8	24					
10.2	100% Engineer's Cost Estimate	8	8					
Task 11.0 Bid & Award		**12**	**40**	**0**	**8**	**0**	**0**	**60**
11.1-7	Bid & Award	12	40		8			

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

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

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

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

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

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

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

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

2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past

completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

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

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

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

3. Additional Policy Provisions Required.

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

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

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

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

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

3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City. (Does not apply to Professional Liability coverage.)

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

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

3.2. *Insurance Cancellation During Term of Agreement.*

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

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

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

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

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

EXHIBIT "D"
SPECIAL CONDITIONS

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

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, field notes, tracings, studies, investigations, design analyses, original drawings, original mylars, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of City and are to be delivered to the Project Manager before the final payment is made to Consultant. In the event these Documents are altered, modified or adapted without the written consent of Consultant, which consent Consultant must not unreasonably withhold, City agrees to hold Consultant harmless to the extent permitted by law from the legal liability arising out of City's alteration, modification or adaptation of the Documents.

Re-use of Documents. The parties agree the documents, drawings, specifications and designs, although the property of City, are prepared for this specific project and are not intended nor represented by Consultant to be suitable for re-use for any other project. Any re-use without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

Documents to Bear Seal. Consultant and its subconsultants must endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law.

Connection of Existing Fire Protection System. Consultant must provide City of Chandler Fire Marshall a copy of the 30% and 90% design documents for review. The cover letter to the Fire Marshall must request a review for all building fire protection connections to existing, new, or replaced water lines. When water lines of any size are included in the scope of work Consultant is responsible for obtaining information on all existing fire protection systems which could potentially be connected to the water line in the scope of work, and is responsible for the connection, reconnection, and identification of the fire protection system.

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.

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May 14, 2024

Phillip Weddle
Weddle Gilmore Architects
6916 E 5th Avenue
Scottsdale, AZ 85251
480-517-5055
pweddle@weddlegilmore.com

Reference: Tumbleweed Ranch
City of Chandler
Proposal for Professional Surveying and Engineering Consulting Services
Huitt-Zollars Proposal No. R317418.01

Dear Phillip:

Huitt-Zollars, Inc. (Huitt-Zollars/HZI) appreciates the opportunity to provide this proposal for professional surveying and engineering consulting services to Weddle Gilmore Architects (Client/Weddle Gilmore) on the revitalized Tumbleweed Ranch located at the northwest corner of East Ryan Road & South McQueen Road within Tumbleweed Park in Chander, Arizona (Project/Site). Our proposal is based upon the scope of services, compensation, schedule, terms and conditions and attachments contained herein.

The below scope is based on the Master Plan for The Ranch at Tumbleweed Park - Phasing Plan provided by Weddle Gilmore on April 18th depicting Phases 1 & 2 (Phasing Plan). The Phasing Plan identifies the scope of work contained within each phase. The Site is approximately 19 acres with existing irrigation canals, historic structures, open space, and a designated planting area. Phase 1 includes mass grading for future proposed amenities, and Phase 2 includes: gateway & headwaters, the farmhouse, twin barns with picnic & event lawn, and red shed theater. Significant revisions to the site plan may require additional scope and budget that is not included in this proposal. If additional services are required a separate scope and fee will be provided to the CLIENT for review and approval.

Specifically, we understand that we will provide the following:

I. SCOPE OF SERVICES:

1.0 Survey Services

1.1 Topographic Survey: HZI will perform a topographic survey of the project area based on municipal horizontal and vertical datums for the purpose of creating a comprehensive, design level Existing Conditions Map. This includes:

- Location and elevation of existing site improvements within 25' feet of the property line, including existing adjoining roadway top of curb, and perimeter walls.
- Location and elevation of all existing above ground utilities, including invert elevations of sewer manholes, storm drain manholes and structures.
- Ground surface data at no more than 50’ intervals.
- Existing tree locations
- Right-of-way or property monumentation along adjacent major roadways

- HZI will contact the local municipality and utility providers for all available site utility data and construction as-built data.

Once completed, this information will be compiled to create an existing ground surface which will be shown with 1' contours.

1.2 Document Search: Huitt-Zollars shall perform document search for:

- Utility as-builts
- Rights-of-way
- Identify easements as provided by City/CLIENT supplied title report, or as available on public websites
- Survey ties and benchmarks
- City policies, regulations, standards, design manuals, and requirements, etc. relevant to project.

1.3 Survey Base Map: HZI will utilize design topographic data collected for the site and surrounding area. At a minimum, the following data will be obtained, and will result in the preparation of a comprehensive design level topographic survey base map, including a three-dimensional existing condition ground surface.

- Location and elevation of existing surface utilities and improvements on site and within 25' feet of the property line. Roadway topography and locations will have an overlap of 100'.
- Obtain locations and other vertical information (inverts, pipe size and type - to the extent possible) of existing utilities within the project area (sanitary, water, storm).
- Contact the local municipality and utility providers for all available site utility data and construction as-built data and incorporate all relevant data that is obtained.

2.0 Schematic Design – 30% Package

2.1 Utility/Agency Coordination: The following shall be performed by HZI for "wet" utilities:

- Identify wet utility conflicts
- Coordinate design and installation for water, sewer, and irrigation
- HZI will attend meetings, as requested, to consult on "wet" utility coordination. This effort includes up to eight (8) hours of time, including travel if needed.

2.2 Conceptual Grading, Drainage and Utility Plan: Prepare a conceptual grading, drainage, and utility plan for the proposed project site. Utilities services for water, sewer, and drainage are anticipated, however main extensions are not included. Preparation of a conceptual plan for the City selected conceptual site plan is included. If additional site plan schemes are required after conceptual design has commenced, and revisions to the design are required, then a separate scope and fee will be provided to the CLIENT for review and approval.

2.3 Engineer's Opinion of Probable Cost: HZI will develop a preliminary cost opinion based on the civil improvements shown for the schematic design.

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3.0 Design Development – 60% Package

3.1 Phase 1 – Mass Grade Plans: Huitt-Zollars shall prepare a mass grade plan for the extents shown in the CLIENT provided Phasing Plan. In order to prepare the plan, the City and CLIENT shall provide an approved site plan to commence grading design. One iteration based on the selected site plan will be produced during the Design Development Phase. Any changes to the site plan after design has been initiated may result in an additional service.

3.2 Phase 2 - On-site Improvement Plans: Prepare 60% Package Phase 2 Construction Documents for grading, drainage and utility design. Utilities include water, sewer, and fire line services to facilities. It is assumed that the public mains within the park or provided within the right-of-way are sufficient to serve the Site and no main extensions are anticipated. The scope of irrigation design is undefined at this time and therefore is not included. The Improvement Plans will be based on the area depicted within Phase 2 on the Phasing Plan. If additional area or improvements are added to Phase 2, then a separate scope and fee will be provided to the CLIENT for review and approval.

3.3 Preliminary Drainage Study and Report: Prepare a preliminary on-site drainage study and report for the proposed on-site drainage. The report will include pre- and post-development preliminary hydrologic analysis for the 100-year event. A preliminary basin sizing analysis for on-site retention will also be provided. Half-street drainage from Anvil Drive and Ryan Road is anticipated. Off-site regional drainage analysis is not included and, if required, a separate scope and fee will be provided to the CLIENT for review and approval.

4.0 Construction Documents – 90% Package

4.1 Phase 1 – Mass Grade Plans: Huitt-Zollars shall further develop the 60% Mass Grade Plans developed in the Design Development Phase. A Storm Water Pollution Prevention Plan (SWPPP) will be developed for the overall mass grading of the Project. City comments will be addressed and incorporated into the plan set.

4.2 Phase 2 - On-site Improvement Plans: Phase 2 Construction Documents for grading, drainage and utility design will be further developed based on the documents developed during the Design Development Phase. A Storm Water Pollution Prevention Plan (SWPPP) will be developed for the Phase 2 portion of the Project. City comments will be addressed and incorporated into the plan set.

4.3 Phase 2 – Final Drainage Report: Huitt-Zollars will utilize the Preliminary Drainage Report for a final study for this project, along with City comments, and in accordance with current City/County design criteria, regulations and policies. An on-site drainage analysis will be conducted inclusive of proposed on-site storm collection for this phase. The basis of design, including a detailed outline and summary of results associated with the drainage analysis and retention computations will be provided within the report. It is anticipated that no offsite flows impact the site therefore no offsite drainage analysis is included. If required, this can be provided for additional scope and fee.

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5.0 Construction Documents – 100% Package

5.1 Phase 1 – Mass Grade Plans: The Mass Grade Plans and SWPPP will be finalized incorporating final City comments from the 90% Construction Documents Phase. Final City comments will be incorporated into the final bid set.

5.2 Phase 2 - On-site Improvement Plans: Phase 2 Construction Documents and SWPPP will be finalized incorporating the 90% City comments from the previous phase of work. These plans will be the final bid set.

5.3 Phase 2 – Final Drainage Report: Huitt-Zollars complete the Final Drainage Report in the previous stage by incorporating City comments for on-site drainage analysis. The Final Drainage Report will be submitted with the construction document plan submittal.

II. DELIVERABLES:

A digital PDF copy of the above listed plans, maps and reports will be provided to the CLIENT and team members for their use on the project. Hard copies of the plans, maps and reports will be provided at the CLIENTS request and charged as a reimbursable item.

III. COMPENSATION:

The services to be provided for this Project include two types of work. The first is work which has a clearly defined scope and for which a Lump Sum (LS) fee can be developed and agreed upon and billed monthly on a percentage complete basis.

The second is work elements associated with reimbursable expenses. Since the level of effort for these scope elements are not easily defined, the fee for these services has been established with an estimated budget and will be billed monthly on a Time and Materials (T&M) basis with a 10% markup for consultants.

1.0	**Survey Services**	**$10,700(LS)**
2.0	**Schematic Design – 30% Package**	**$23,000(LS)**
3.0	**Design Development – 60% Package**	**$26,000(LS)**
4.0	**Construction Documents – 90% Package**	**$27,200(LS)**
5.0	**Construction Documents – 100% Package**	**$9,600(LS)**
	Total for All Above Services:	**$96,500(LS)**

6.0 Reimbursable Expenses

Reimbursable expenses are estimated at $3,000 which includes deliveries, mileage, fire flow testing, reproduction of bidding and construction documents, etc. Expenses shall be compensated based upon the attached Hourly Rate Sheet. If additional budget is required a separate scope and fee will be submitted to the CLIENT for review and approval.

Total Estimated Budget $99,500

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IV. EXCLUDED SERVICES:

Excluded Scope Items include, but are not limited to the following:

1. Regional drainage analysis, floodplain or channel modeling Agency fees (to be paid for by developer/Client)
2. Irrigation design
3. Fire mains or Water modeling
4. Sanitary sewer lift station or pump station of any kind
5. Construction services
6. Dry utility coordination
7. Environmental studies/reports
8. FEMA flood plain mapping/LOMR/CLOMR
9. Geotechnical studies and/or reports
10. Legal descriptions and easement documents
11. Noise Study
12. Record of survey preparation and processing
13. Retaining/Decorative wall plans and structural calculations.
14. Separate specification documents
15. Specific Plan Preparation
16. Topographic mapping other than specified
17. Traffic Study/Analysis/Signal plan preparation
18. 404 determination, delineation, or permitting
19. Any other work tasks not specifically set forth in Section I - Scope of Services.

V. CLIENT PROVIDED ITEMS:

Client shall provide Huitt-Zollars with the following:

1. Signed Contract
2. Access to project site
3. Agency fees (as applicable)
4. Architectural site plan
5. Current geotechnical report
6. Plumbing plan for proposed building services

VI. SCHEDULE:

Following receipt of your notice to proceed and a signed contract we anticipate requiring approximately 25 to 30 working days to commence topographic survey.

Once the topographic survey data is collected, the survey base map will be prepared within four (4) weeks and provided to the CLIENT in order for the architect to reconcile the site plan and provide a preliminary site plan to be used for preparation of the entitlement drawings.

Upon your authorization to proceed Design Development, we anticipate requiring approximately 8 to 12 weeks to prepare the 60% Plans. For the following Construction Document Phases, we anticipate 6-8 weeks to prepare 90% Plans, and four (4) weeks to finalize the Final 100% Plan set. If additional City comments are received after plan revisions have commenced, the schedule may be adjusted to accommodate.

It is anticipated that we will take the lead in processing the civil engineering construction documents through the City for review and approval.

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VII. TERMS AND CONDITIONS

The following are the Terms and Conditions that will apply to this Agreement between Huitt-Zollars, Inc. (HZI) and Weddle Gilmore Architects (Client):

1. AUTHORIZATION FOR WORK TO PROCEED

Signing of this Letter Agreement for services shall be authorization by the Client for HZI to proceed with the work. This Agreement represents the entire understanding of Client and HZI as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be amended, modified or altered except in writing, signed by the Parties. This Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it.

2. OPINION OF PROBABLE CONSTRUCTION COSTS

It is recognized that neither HZI nor its Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, HZI cannot and does not warrant or represent that bids or negotiated prices to construct the part of the project for which it has provided services will not vary from the Client's budget for the Project or from an estimate of the Cost of the Work or evaluation prepared or agreed to by HZI.

3. STANDARD OF CARE

Services performed by HZI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality, at the same time and under similar conditions (the "Standard of Care"). HZI shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. HZI shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create an agency or fiduciary relationship.

4. TIME OF PERFORMANCE

Consultant shall perform its services to meet the schedule as expeditiously as is consistent with the exercise of professional skill and care and the orderly progress of the Project

5. TAXES

All taxes due for services rendered, including but not limited to gross receipts tax, sales tax, etc., required to be paid will be billed to the Client in addition to fees.

6. BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay HUITT-ZOLLARS for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by HUITT-ZOLLARS on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify HUITT-ZOLLARS in writing within ten (10) calendar days of receipt of the invoice in question, but will pay, when due, that portion of the invoice not in dispute.

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The CLIENT shall pay an additional charge of one-and-one-half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by HUITT-ZOLLARS more than thirty (30) calendar days from date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount.

If CLIENT, for any reason, fails to pay an invoice or the undisputed portion of a HUITT-ZOLLARS invoice within sixty (60) calendar days of invoice date, HUITT-ZOLLARS will notify the CLIENT by registered mail that HUITT-ZOLLARS shall cease work on the project in ten (10) calendar days if the invoice in question is not paid. In this case, the CLIENT shall waive any claim against HUITT-ZOLLARS, and shall defend and indemnify HUITT-ZOLLARS from and against any claims for injury or loss stemming from HUITT-ZOLLARS' cessation of service. CLIENT shall also pay HUITT-ZOLLARS the cost associated with premature project demobilization. In the event the project is remobilized, CLIENT shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

In the event any invoice or portion thereof is disputed by CLIENT, CLIENT shall notify HUITT-ZOLLARS within ten (10) calendar days of receipt of the bill in question, and CLIENT and HUITT-ZOLLARS shall work together to resolve the matter within forty-five (45) days of its being called to HUITT-ZOLLARS' attention. If resolution of the matter is not attained within forty-five (45) calendar days, either party may terminate this AGREEMENT.

7. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor HZI, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and HZI shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project. This mutual waiver shall survive termination or completion of this Contract.

8. TERMINATION/SUSPENSION

If the Client fails to make payments to HZI in accordance with this Agreement, such failure shall be considered substantial breach and cause for termination or, at HZI's option, cause for suspension of performance of services under this Agreement. If HZI elects to suspend services, HZI shall give seven days' written notice to the Client before suspending services. In the event of a termination of this Agreement or suspension of services, HZI shall have no liability to the Client or any third party for delay or damage caused by or related in any way to the Client because of such suspension of services. Before resuming services, the Client shall pay HZI all sums due prior to suspension, interest at 1.5% per month and any expenses incurred in the

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interruption and resumption of HZI's services. HZI's fees for the remaining services and the time schedules shall be equitably adjusted.

If the Client suspends the Project, HZI shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, HZI shall be compensated for expenses incurred in the interruption and resumption of HZI's services. HZI's fees for the remaining services and the time schedules shall be equitably adjusted. If the Client suspends the Project for more than 90 cumulative days for reasons other than the fault of HZI, HZI may terminate this Agreement by giving not less than seven days' written notice.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

9. ADDITIONAL SERVICES

Any services beyond those specified herein will be provided for separately under a mutually agreed upon written authorization from the Client including the additional Scope of Services, Additional Fees and revised Schedule.

10. GOVERNING LAW AND JURISDICTION

The laws of the State where the Project is located will govern the validity of this Agreement. Any action or proceeding arising from or pertaining to this Agreement shall be brought in a state or federal court of that State and in the county in which the Project is located. The parties shall not challenge the law to be applied, the venue or jurisdiction so long as such action or proceeding is brought in accordance and compliance with this Article 10.

11. HAZARDOUS MATERIALS--SUSPENSION OF SERVICES

Both parties acknowledge that HZI's scope of services does not include any services related to the discovery of or presence of any hazardous or toxic materials. In the event HZI or any other party encounters any hazardous or toxic materials, or should it become known to HZI that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of HZI's services, HZI may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

12. CONSTRUCTION OBSERVATION

If Construction Phase Services are part of this Agreement, HZI shall visit the site at intervals agreed to in writing by the Client and HZI in order to observe the progress and quality of the portion of the Work that is the subject of this Agreement completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow HZI to become generally familiar with the Work in progress and to determine, in general, if the portion of the Work that is the subject of this Agreement is proceeding in accordance with the Contract Documents. Based on these general observations, HZI shall keep the Client informed about the progress of the Work and shall endeavor to guard the Client against deficiencies in the Work.

If the Client desires more extensive project observation or fulltime project representation, the Client shall request that such services be provided by HZI as Additional Services in

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accordance with the terms of this Agreement. Whether periodic, more extensive or full-time project representation is provided, HZI shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. HZI shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. HZI does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations

13. JOBSITE SAFETY

Neither the HZI activities of HZI, nor the presence of HZI or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. HZI and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor.

The Client also agrees that the Client, HZI and HZI's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance. The Client shall furnish to HZI certificates of insurance from the General Contractor evidencing the required coverage specified above. The certificates shall include a provision that HZI shall receive thirty (30) days minimum written notification in the event of cancellation, non-renewal or material change of coverage. Proof of such insurance in the form of a standard Accord certificate shall be sent to the Client and HZI prior to the General Contractor commencement of construction.

14. RIGHT TO RELY ON CLIENT-PROVIDED INFORMATION

Client shall be responsible for, and HZI may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by or on behalf of Client or any of its other consultants to HZI. HZI may use such requirements, programs, instructions, reports, data, plans and information in performing or furnishing services under this Agreement. Any increased costs incurred by HZI due to changes in or the incorrectness of information provided by or on behalf of the Client or any of its other consultants shall be compensable to HZI as Additional Services.

15. COPYRIGHTS AND LICENSES

Prior to HZI providing to the Client any Instruments of Service in electronic form or the Client providing to HZI any electronic data for incorporation into the Instruments of Service, the Client and HZI shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

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HZI grants to the Client a nonexclusive revocable license to use HZI's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project provided that the Client substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 6. HZI shall obtain similar nonexclusive temporary licenses from HZI's subconsultants consistent with this Agreement. The license granted under this section permits the Client to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Client's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service subject to any protocols established solely and exclusively for use in performing services or construction for the Project.

In the event the Client uses the Instruments of Service for another project and without retaining the authors of the Instruments of Service, the Client releases HZI and HZI's consultant(s) from all claims and causes of action arising from such uses. The Client, to the extent permitted by law, further agrees to indemnify and hold harmless HZI and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Client's use of the Instruments of Service under this Section. The terms of this Section shall not apply if the Client rightfully terminates this Agreement for cause under Section 8.

Except for the licenses granted in this Article, no other license or right shall be deemed granted or implied under this Agreement. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to HZI and HZI's subconsultants.

16. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and HZI, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by HZI as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

18. INSURANCE

HZI shall maintain the following insurance until termination of this Agreement EXCEPT HZI Liability as defined below:

- Commercial General Liability with policy limits of One Million Dollars ($1,000,000) for each occurrence and Two Million ($2,000,000) in the aggregate for bodily injury and property damage.
- Automobile Liability covering vehicles owned, and non-owned vehicles used by HZI with a policy limit of One Million Dollars (1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership,

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P: 602-252-8384
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maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

- Workers' Compensation at statutory limits.
- Professional Liability covering negligent acts, errors and omissions in the performance of HZI services with a limit of One Million Dollars ($1,000,000) per claim and One Million Dollars ($1,000,000) in the aggregate. HZI shall maintain this professional liability insurance during the term of this Agreement and, if reasonably commercially available, for three (3) years after the Date of Substantial Completion of the construction of the portion of the Work which is the subject of this Agreement.
- **Additional Insured Obligations.** To the fullest extent permitted by law, HZI shall cause the polices for Commercial General Liability and Automobile Liability to include the Client as an additional insured for claims caused in whole or in part by HZI negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Client's insurance policies and shall apply to both ongoing and completed operations.
- If requested, HZI shall provide certificates of insurance to the Client that evidence compliance with the requirements in this Section 17.

19. COMPLANCE WITH LAWS

HZI shall exercise the reasonable standard of care to comply with requirements of all applicable codes, regulations, and current written interpretation thereof published and in force and effect prior to the issuance of the applicable construction permit. In the event of changes in such codes, regulations or interpretations during the course of the Project that were not and could not have been reasonably anticipated by HZI and which result in a substantive change to the construction documents, HZI shall not be held responsible for the resulting additional costs, fees or time, and shall be entitled to reasonable additional compensation for the time and expense of responding to such changes.

20. DISPUTE RESOLUTION

If any claim or dispute cannot be resolved between the Project Managers for the parties, or through negotiations between the chosen executives of each of the parties, then the parties shall attempt to resolve the dispute through non-binding mediation which shall be administered by the American Arbitration Association in accordance with the Construction Industry Mediation Procedures in effect on the date of this Agreement. The non-binding mediation process is agreed to be a condition precedent to the right of either party to initiate litigation as a means of resolving any dispute under this Agreement.

The costs and expenses of the Mediator shall be shared equally by the parties. If the matter has not been resolved utilizing the processes set forth above and the parties are unwilling to accept the non-binding decision of the Mediator, either or both parties may elect to pursue resolution through litigation. **IT IS FURTHER AGREED THAT ANY LEGAL ACTION BETWEEN THE CLIENT AND HZI ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN THE COURTS OF THE STATE AND COUNTY WHERE THE PROJECT IS LOCATED WITHOUT A JURY.**

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21. CONFIDENTIALITY

HZI recognizes Client's interests in its confidential financial, programming, operational, and strategic information. Accordingly, Client will designate documents or transmittals of such information as confidential or proprietary and HZI shall segregate and not disclose such documents or transmittals or the specific content therein to any third parties except only as authorized by Client, required by law, for public health or safety, or after the information otherwise becomes publicly available through other sources.

22. USE OF SUBCONSULTANTS

HZI may employ such consultants, engineers, or other subcontractors (collectively, "Subconsultants") as it deems necessary or advisable in the performance of its obligations hereunder; provided HZI must obtain Client's prior written consent to the use of each Subconsultant, which consent shall not be unreasonably withheld. HZI will require each Subconsultant to be bound to HZI by the terms of this Agreement to the same extent that HZI is bound to Client.

23. THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or HZI. HZI's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against HZI because of this Agreement or the performance or nonperformance of services hereunder. The Client and HZI agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

24. AUTHORITY TO EXECUTE THIS AGREEMENT:

In executing this Agreement, HZI and Client each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate authority to execute this Agreement, and perform the Services described herein.

25. COUNTERPARTS, ELECTRONIC SIGNATURES

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file or the like, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY

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26. LIMITATION OF LIABILITY—

TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY, IN THE AGGREGATE, OF HZI AND ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT, AND ANYONE CLAIMING THROUGH OR UNDER CLIENT, FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATING TO THIS PROJECT OR AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO TORT (INCLUDING NEGLIGENCE AND HZI ERRORS AND OMISSIONS), STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY HZI.

VIII. AUTHORIZATION:

Should this proposal meet with your approval and acceptance, please sign and return to our office by e-mail to lnelson@huitt-zollars.com. We will schedule the above services as soon as we receive your authorization. If you have any questions about any aspect of this proposal, please do not hesitate to give us a call.

Sincerely,

HUITT-ZOLLARS, INC.

Lisa M. Nelson, P.E.
Vice President, Proposal Manager

Mark Gavin, P.E., R.L.S.
Vice President, PIC

Accepted and Approved for
Weddle Gilmore Architects

(Signature)

(Name)

(Title)

(Date)

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Attachment A

Hourly Rate Schedule

HUITT HZ ZOLLARS

PHOENIX

2024
HOURLY RATE SHEET

Engineering

Principal	$285.00
QA Manager	$250.00
Sr. Project Manager	$240.00
Project Manager	$215.00
Sr. Civil Engineer	$195.00
Civil Engineer	$170.00
Sr. Structural Engineer	$195.00
Structural Engineer	$170.00
EIT	$140.00
Sr. Designer	$185.00
Designer	$140.00
Sr. CADD Technician	$125.00
CADD Technician	$85.00

Construction

Construction Manager	$140.00
Construction Observer	$125.00
Resident Project Representative	$115.00
Sr. Project Representative	$150.00

Survey

Survey Manager	$230.00
Sr. Project Surveyor	$175.00
Project Surveyor	$130.00
Sr. Survey Technician	$140.00
Survey Technician	$120.00

Survey Crews

1-Person Survey Crew	$110.00
2-Person Survey Crew	$170.00
3-Person Survey Crew	$210.00

Administrative

Sr. Project Support	$110.00
Project Support	$100.00

Reimbursable Expenses

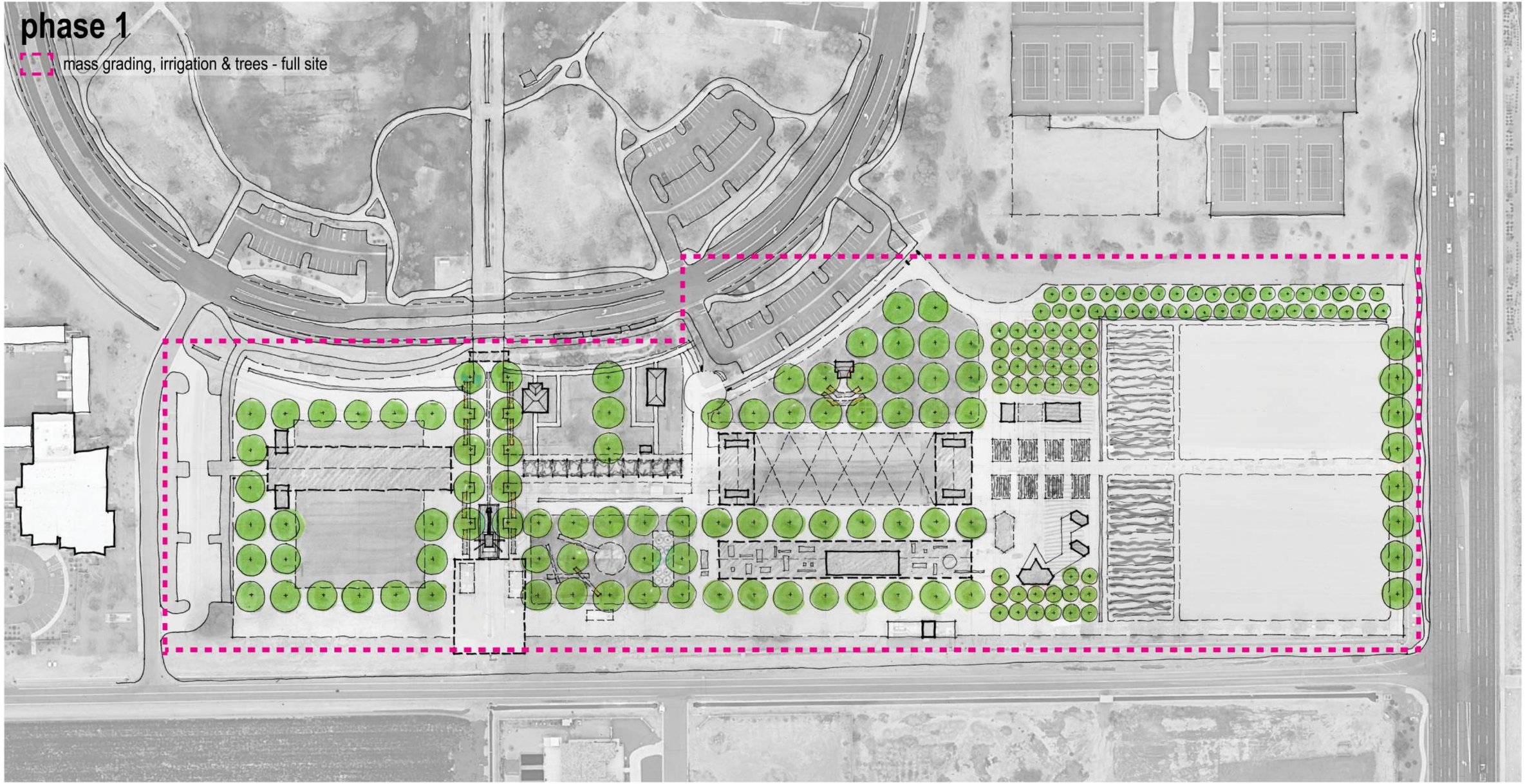
Outside Services	Cost + 10%
Outside Consultants	Cost + 10%
Mileage	Standard Business Mileage Rate

**Subject to Annual Escalation

EXHIBIT "A"

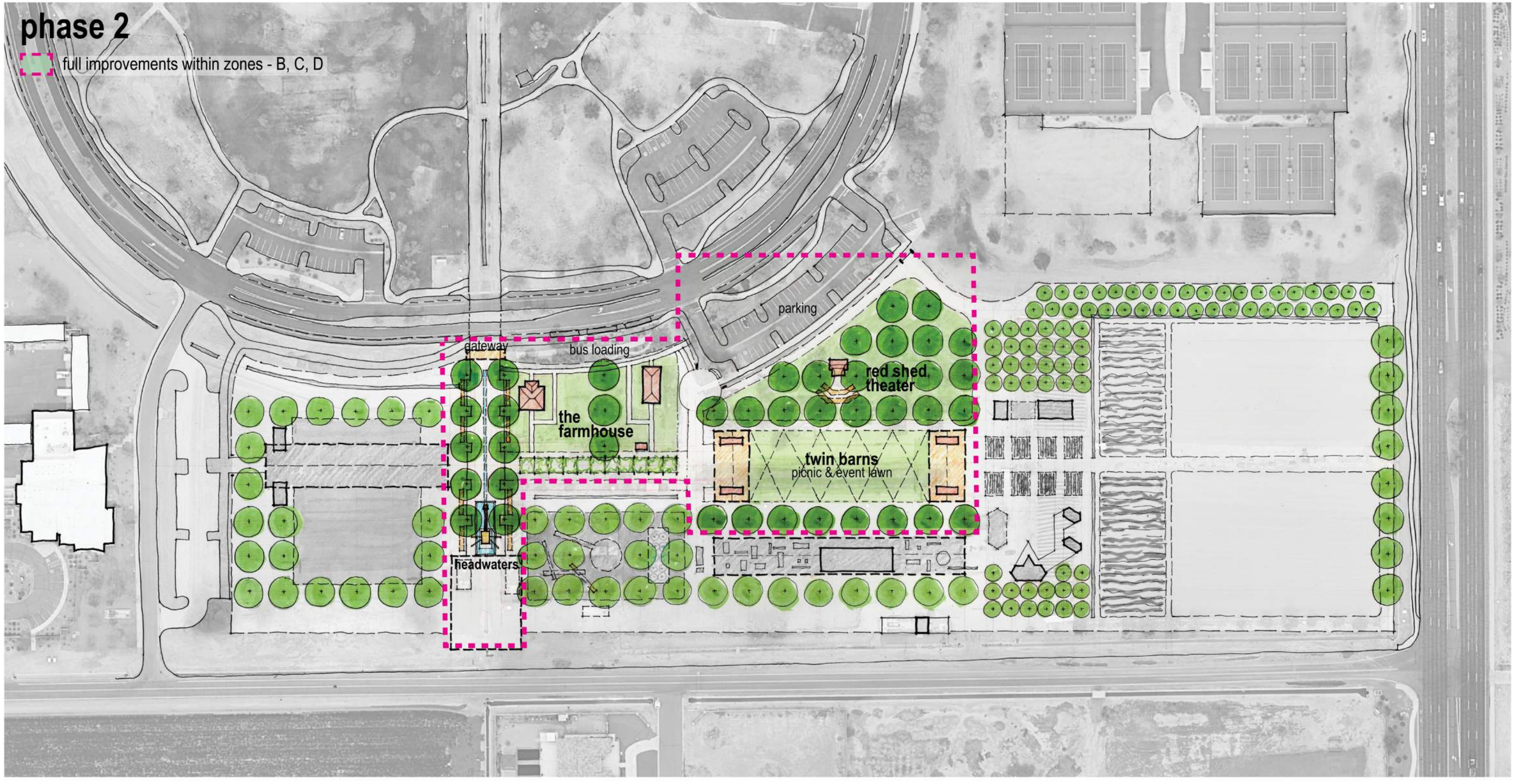
Attachment B

Phasing Plan



site master plan

0' 30' 60' 120' 240'



site master plan

0' 30' 60' 120' 240'

COLWELL SHELOR LANDSCAPE ARCHITECTURE
4450 NORTH 12TH STREET, SUITE 104
PHOENIX, ARIZONA 85014

May 1, 2024

Philip Weddle, FAIA
Weddle Gilmore Architects
6916 East Fifth Avenue
Scottsdale, Arizona 85251

Re: Landscape Architectural Design Services for The Ranch at Tumbleweed Park, Chandler, Arizona

Dear Philip,
COLWELL SHELOR is pleased to present this proposal for Landscape Architectural design services for the project referenced above. Thank you for considering our firm for the project. Based on your email dated 04.15.24 and the previous scope description, our role as the Landscape Architects for the project will include services as outlined in this proposal.

PROJECT UNDERSTANDING

The project is located in the City of Chandler, at the northwest corner of McQueen and Ryan roads. The existing site will become an event space accommodating a play area, farmer's markets, wedding venue, etc.…The project will be broken out into (2) Phases 1 & 2, SD-CD.

PROJECT ASSUMPTIONS

- The Client will lead the design and construction permitting process with support from the Landscape Architect.
- Utilities and connections will be provided by the Client's MEP and civil engineering consultants.
- Grading, horizontal control, and drainage plans are not part of this scope of services. However, the Landscape Architect will coordinate with the civil, structural and MEP engineers responsible for the preparation of the grading and drainage plans for the ground level and site.
- The project drawings will be produced in AutoCAD "DWG" format.
- Updated topographic boundary surveys and geotechnical reports will be provided by the Client.
- Hardscape design will be a collaboration with the WG and will be detailed by WG.

SCOPE OF SERVICES:

TASK 1: SCHEMATIC DESIGN PHASE SERVICES

COLWELL SHELOR will establish the landscape design character of the project. We anticipate information gathering sessions to discuss the design intent/ideas with the team, obtain project budget and schedule information, and will visit the site to take photos and observe its existing qualities and surrounding context. This task is limited to the boundaries described in the Project Understanding section and the Project Assumptions section of this proposal.

1.1 Site Inventory / Data Collection / Site Analysis

- Site Visit and photo inventory/landscape inventory of any remaining vegetation.
- Review applicable ordinances, design stipulations and guidelines for the project area within the city.

1.2 Conceptual/Schematic Design, including.

- Hardscape and planting character.
- Parking improvements, entry plaza/ramps/stairs, and pedestrian walkways
- Streetscape

1.3 Coordination with Design Team

1.4 Meetings: The Landscape Architect will attend up the following meetings in-person or via teleconference as required.

- (1) Project Kick-off Meeting
- (2) Internal Design Team meetings for coordination and development of the design
- (1) Concept/Schematic Design Presentation to Owner

1.5 Deliverables:

- Tree Inventory Plan.
- Schematic Design Package including design concepts and imagery.
- One (1) preliminary-level black and white hardscape plan for internal review and submittal to City.
- Planting palette.

TASK 2: DESIGN DEVELOPMENT PHASE SERVICES

From the approved Schematic Design Documents, COLWELL SHELOR shall prepare Design Development Documents in AutoCAD format, from base files provided by others, to illustrate the scope of the project to a Design Development level of detail, identify jurisdictional permitting process and submittal requirements as it relates to the landscape. This task includes those services necessary to prepare landscape architectural drawings for Design Review to City. The Landscape Architect will advance the approved SD drawings to a Design Development level of detail. This task will consist of the following:

2.1 Design Development landscape design

1. DD level Planting Design: Landscape Architect will develop planting plans, incorporating feedback from the Design Team. The planting plans shall include a detailed layout of proposed plantings with a plant list identifying species, quantities, size, and notes.
2. DD level Irrigation Design: Landscape Architect Consultant will develop preliminary irrigation plans. The irrigation plans for the overall site will include POC, mainline routing and controller locations.
3. Salvage Plan

2.2 Coordination with other consultants

2.3 Landscape Lighting collaboration – provide feedback on fixtures and intended landscape lighting intent - photometrics, specifications and fixture selection by others.

2.4 Review of Probable Cost prepared by Others.

2.5 Meetings: The Landscape Architect will attend up to the following number of meetings in-person or via teleconference as required.

- (2) Internal Design Team meetings for coordination and development of the design
- (1) Design Development Presentation to Owner.

2.6 Deliverables:

- Preliminary Planting Plan and Details
- Preliminary Irrigation Design and Details
- Outline Landscape and Irrigation Specifications
- Required Design Development Submittal to City of Scottsdale

TASK 3: CONSTRUCTION DOCUMENTS PHASE SERVICES

From the approved Design Development Documents, COLWELL SHELOR shall prepare Construction Documents, including drawings and specifications describing in detail the requirements for construction and permitting of the landscape design. Drawings shall be prepared in AutoCAD format.

3.1 Construction Documentation of hardscape and landscape design, which include the following deliverables:

- Landscape Construction Plans and Details: Landscape Architect will develop a final landscape plan. The landscape plans will include a detailed layout of proposed plantings with a plant list, identifying species, quantities, and sizes. Planting details will be provided on the plans.
- Irrigation Construction Plans: Landscape Architect will develop irrigation plans and details to include areas outlined in the Project Understanding above, within the property lines and over-structure decks. The irrigation construction plans will include the following:
    - Calculation of irrigation system requirements; Irrigation mainline and sub-mainline sizing with recommended routing.
    - Coordinate with project's civil engineer and MEP, showing the location of irrigation sleeves and mainline routing, as applicable.
    - Master central control evaluation and recommendation, including analysis of system operation. A conceptual irrigation operation schedule for the project will be included.
    - Irrigation controller locations with power supply drop locations (electrical design and permitting for controllers will be provided by the Contractor), as necessary.
    - Irrigation plans will include detailed zones and head/emitter layout only.
    - Material legend of components, ancillary notes, calculations, and labels required to develop an irrigation system.

3.2 Review of Probable Cost provided by others.

3.3 Coordination with other sub-consultants

3.4 Meetings: As part of this Task, the Landscape Architect will attend up to three (3) meetings in Phoenix Metro-Valley with the Client, Client's design team and/or governmental agencies.

3.5 Contract Documents Deliverables:

- 24" x 36" signed and sealed contract documents and specifications for landscape scope as defined in this proposal.
- Required Landscape Submittal for Permit to City of Scottsdale, incorporate comments and resubmit.

EXCLUSIONS:

- Boundary/Topographic survey of the site
- Renderings
- LEED calculations and documents
- The project drawings will be produced in AutoCAD "dwg" (2-D) format. The scope of services does not include the development of a 3-D Building Information Model (BIM).
- ADA compliant pedestrian routing and compliance is by Civil. It is intended the design shall meet ADA Accessibility Guidelines
- Archaeological or historical evaluations or studies
- Specifications for sections outside of landscape scope
- Permit applications fees, impact fees, lobbyist fees and plan review fees.
- All required geotechnical reports and recommendations.
- Significant revisions to the plans following the Client's approval of the design development phase plans.
- Services required by additional governmental regulations, which may put into effect after the date of this agreement.
- Water Feature design and engineering.
- Structural, electrical, or plumbing engineering that may be required for landscape scope. The Landscape Architect will submit drawings to the engineers for engineering calculations and information required and will pick up any redlines provided by the engineers. The engineers will co-seal relevant details.

TERMS AND CONDITIONS:

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to the following Terms and Conditions. The term, "Client" refers to Weddle Gilmore, "Owner" refers to "City of Scottsdale" and "Landscape Architect" refers to Colwell Shelor.

Pre-existing Conditions: This Agreement pertains to the design of specific improvements and modifications to certain building or site components that are described in the Scope of Work. The Landscape Architect has not executed and has not been commissioned to execute a survey of pre-existing conditions and therefore, the Landscape Architect shall not be held responsible or liable for the improvement of and/or discovery of existing site conditions which are faulty or inoperative. In addition to the foregoing, the Landscape Architect shall have no responsibility or liability for any existing non-conforming or substandard conditions on the site which may be set forth in any agreements, reports or understandings which are not expressly set forth herein.

Termination: Either the Client or Landscape Architect may terminate this Agreement upon seven days' written notice. If terminated, the Client agrees to pay the Landscape Architect and all sub consultants for all basic and additional services rendered and all reimbursable expenses incurred up to the date of termination. Upon not less than seven days' written notice, the Landscape Architect may suspend the performance of its services if the Client fails to pay the Landscape Architect in full for services rendered or expenses incurred. The Landscape Architect shall have no liability because of such suspension or services or termination due to nonpayment.

Unauthorized Changes: In the event anyone other than the Landscape Architect consents to, allows, authorizes or approves of changes to any plans, specifications or other Construction Documents, and these changes are not approved in writing by the Landscape Architect, it shall be recognized that such changes thereof are not the responsibility of the Landscape Architect. Therefore, the Landscape Architect shall be released from any liability arising from the construction, uses or result of such changes.

Limitation of Liability: To the maximum extent permissible by law, the Architect agrees to limit the Landscape Architect's liability for the Owner's damages to the sum of the Landscape Architect's fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Mediation: Parties will attempt to resolve any disputes arising out of the performance of this contract by participating in mediation, each party sharing equally in the costs of the mediation. No litigation shall be commenced prior to the completion of the mediation process. The mediation process shall commence by one party notifying the other party of the dispute and demanding mediation. The party commencing mediation shall provide a list of three proposed mediators. The other party may strike one of the names without cause. At least four hours of mediation with a neutral third-party mediator is required. Mediation must be commenced within 90 days of the initial notification of mediation.

Use and Ownership of Documents: It shall be acknowledged that the design professional's plans and specifications are the instruments of professional services and shall remain the property of the Landscape Architect. Reproducible copies may be retained by involved parties for information and reference in connection with this specific project only.

Information Provided by Client: The Landscape Architect shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by the Landscape Architect during the project, including but not limited to the following:

- Boundary/Topographic survey of the site including the right of way fronting the site prepared by a Professional Land Surveyor retained by the Client. The survey shall be provided in both electronic (AutoCAD) and as hardcopies, signed and sealed by a professional land surveyor. The survey shall include all surface structure, utility structures with inverts, landscape, and hardscape features.
- Scaled Drawing of architectural site plan in relation to property boundaries, provided in AutoCAD "dwg" computer file format and hard copy.
- Access to the site
- All required geotechnical reports and recommendations.

SCHEDULE:

During the course of the project, anticipated and unanticipated events may impact the project schedule. We will provide our services in an expeditious and orderly manner to meet the written schedule mutually agreed to by the Client and the Landscape Architect for the various elements of the Project.

FEES AND EXPENSES:

The Landscape Architect will perform the services in Tasks 1-4 for the fees below, broken out as requested. Optional Services are also broken out. All permitting, application and similar project fees will be paid directly by the Client.

TASK 1	SCHEMATIC DESIGN PHASE SERVICES:	$11,250
TASK 2	DESIGN DEVELOPMENT PHASE SERVICES	$13,500
TASK 3	CONSTRUCTION DOCUMENTS PHASE SERVICES	$20,250
TOTAL LUMP SUM:		**$45,000**

ANTICIPATED REIMBURSABLE ALLOWANCE: $ 500

SCHEDULE OF HOURLY RATES:

Principal/Landscape Architect:	$200.00
Project Landscape Architect:	$175.00
Project Manager:	$150.00
Designer:	$110.00
Technical:	$ 95.00
Administrative:	$ 75.00

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute two copies of this Agreement in the spaces below, retain one copy, and return the other to us. We will commence services only after we have received a fully executed agreement. Fees and times stated in the Agreement are valid for sixty (60) days after the date of this letter.

Respectfully submitted,

Michele Shelor, ASLA
Principal
COLWELL SHELOR, LLC

Proposal Accepted and Authorization to Proceed

By: _____ Date: _____
Philp Weddle or Authorized Representative

bakkum noelke
consulting
structural engineers

PROPOSAL
FOR
STRUCTURAL ENGINEERING SERVICES

PROPOSAL

This Proposal has been made this 26th day of April, 2024:

BETWEEN the Structural Engineer:	BAKKUM NOELKE ENGINEERS 2525 E. Arizona Biltmore Circle, Suite D240 Phoenix, Arizona 85016
and the CLIENT:	WEDDLE GILMORE ARCHITECTS 6916 East Fifth Avenue Scottsdale, Arizona 85251 Attn: Philip Weddle, FAIA
For the following project:	The Ranch at Tumbleweed Park Chandler, Arizona Proposal No. 24-200

SCOPE OF SERVICES: Provide engineering, AutoCAD drafting services and Construction Administration for the design of multiple structures at The Ranch at Tumbleweed Park. Project criteria are as follow:

- Zone B – The Water Promenade
  - Entry gateway structure along Pioneer Parkway. (An overhead gateway structure at the entry.)
  - Service Yard (A fenced yard with some overhead shade structures.)
- Zone C – The Historic Farmhouses
  - New grape arbor shade structure
  - New ramp structures to access existing farmhouses.
- Zone D – The Twin Barns
  - Structural construction documents for two 9,600 sf barns. Assuming the barns are identical or nearly identical. Structural framing to be a custom steel pole barn. 1,500 sf of conditioned space is under the pole barn.

BASIS OF COMPENSATION
FOR BASIC SERVICES, as described, our fee will be as follows:

- Construction Documents $25,000.00

FOR ADDITIONAL SERVICES OF THE CONSULTANT, not included in Basic Services our fee will be based on time expended and charges at our Standard Hourly Rates.

HOURLY RATES

Principal	$200/hr.
Structural Designer	$140/hr.
Structural Observer	$90/hr.
Draftsperson/CAD	$75/hr.
Clerical	$55/hr.

REIMBURSABLE EXPENSES will be charged at Cost x 1.15 for the expenses incurred by the Engineer, Engineer's employees and subconsultants on behalf of this project which include airfare, rental car, hotel and mileage. Plotting and printing charges for owner's and architects use will be charged at the rate of: Plotting $2.00/sheet and Blueline $1.00/sheet if plotted in-house, or the pass thru cost if drawings are plotted and printed at an agreed upon printing company.

PAYMENT PROVISIONS. Invoices will be paid within 30 days after receipt of payment by the Owner. Modifications to our invoices will be charged on an hourly basis. If client requires a Purchase Order number on our invoice, it must be provided along with this signed Proposal. If a Purchase Order is not provided, we are not responsible for its presentation on our invoices.

❑ Client requests use of this P.O. Number on all invoices regarding this job. P.O.#

OTHER CONDITIONS OR SERVICES
Bakkum-Noelke Engineers will strive to meet all schedules with as complete a set of drawings as possible. However, we can only be as complete as the information provided to us on a timely basis. Therefore, the project should carry a minimum 3% contingency for potential coordination and value-added items. Bakkum-Noelke Engineers liability is limited to the amount of our fee. It is recommended that the site and building construction document packages not be issued for bids or final bids taken until municipal plan check first review comments, Owner's comments and Architect's quality assurance review comments have been incorporated into the construction documents. If documents are bid prior to this phase, owner assumes risks for change order costs.

If someone other than above named client is to be invoiced for any portion of this Proposal it must be noted here.

❑ Client requests additional invoice be sent to: (name)_____, at

(address)_____ for

(service)_____(amount) $_____.

The client shall furnish BAKKUM-NOELKE ENGINEERS with one complete set of contract documents.

ACCEPTED FOR:
BAKKUM NOELKE ENGINEERS



Greg Bakkum, P.E., S.E.
Principal

ACCEPTED FOR:
WEDDLE GILMORE ARCHITECTS

BY:_____

TITLE:_____

DATE:_____

*** Note: Work will not begin until this Proposal is signed and received by Bakkum-Noelke Engineers.***

SPEEDIE AND ASSOCIATES
Geotechnical ▪ Environmental ▪ Materials Engineers
A UES Company

April 30, 2024

Philip Weddle, FAIA
Weddle Gilmore Architects
Via Email: pweddle@weddlegilmore.com

RE: Proposal for Geotechnical Investigation
The Ranch at Tumbleweed Park
NWC McQueen Road & Ryan Road
Chandler, AZ
Proposal No. 87840 S

Mr. Weddle:

Speedie & Associates are pleased to provide our cost proposal to conduct a soil investigation at the above referenced site that will satisfy site development, pavement and foundation design requirements. All work on this project will be carried out under the overall supervision of a registered Professional Engineer in the state of Arizona.

We understand that construction will consist of a improvements to the existing park. The improvements will consist of two barns totaling 9,600 square feet and a relocated red shed theater along with several minor structures. The barns will be steel frame/masonry construction with slab on grade. Structural loads are expected to be light to moderate and no special considerations regarding settlement tolerances are known at this time. Adjacent areas will be landscaped.

We will drill and sample sufficient test borings to adequately determine subsoil conditions and provide samples for laboratory testing. Sufficient laboratory tests will be conducted to properly classify the soils encountered and provide data for engineering design. We presently anticipate drilling three (3) structural borings to depths of 15 to 20 feet below existing ground surface, or refusal, whichever comes first. Access to the site by conventional truck-mounted drilling equipment is assumed to be free and unencumbered.

We will mark the proposed boring locations in the field with the locations to be approved by the client and owner. Speedie & Associates will take reasonable precautions to avoid damage to subterranean structures, pipelines and utilities including notifying AZ811 (Blue Stake) and subcontracting a private utility locator to locate privately owned traceable underground utilities. **The client (and owner) agree Speedie & Associates is not responsible for any damages to underground structures, pipelines and utilities that are not traceable, not called to our attention and/or correctly shown on the plans furnished to Speedie & Associates.**

We will analyze the data obtained from field and laboratory testing and prepare a report presenting all data obtained, together with our conclusions and recommendations regarding:

1. Design data, allowable bearing pressure and depth, for shallow spread footings.
2. Alternate foundation systems and design data, if indicated by soil conditions.
3. Settlement estimate for each foundation system considered.

4. Lateral pressures on temporary and permanent retaining and foundation walls.
5. Seismic Site Classification based on borings and published ground motion data.
6. Groundwater conditions, if any, to the depths which will influence design and/or construction of the proposed development.
7. Swell potential of in-situ and compacted soils and recommendations for control if highly expansive.
8. Un-paved roadway design to provide economy and adequate service.
9. Suitability of site soils for use as compacted fill and preferred earthwork methods, including clearing, stripping, excavation and construction of engineered fill.
10. Local excavation and trenching conditions and stability considerations.

Charges for our services have been determined on the basis of our standard Fee and Rate Schedule, a copy of which is attached and made a part hereof for any additional design work requested. We propose to provide the design services set forth herein for the following **lump sum amount,** which includes all testing, engineering, reimbursable expenses and an electronic pdf format file of the report emailed upon completion. Should we be informed that hard copies of the report are needed, there will be an additional charge of $50.00 per report.

Geotechnical Investigation with Report $ 5,100.00

We have the staff available to begin work immediately upon notice to proceed. About 10 working days are required to mark, obtain utility clearances and begin auger borings. Fieldwork for auger borings should take one day (weather & access permitting) and lab testing about 3 weeks. The complete report will be issued within 10 days of lab testing completion. **This schedule is subject to change depending on the workload when Notice to Proceed is received.** As always, we stand ready to make reasonable adjustments to this schedule to meet our clients' needs.

We appreciate the opportunity to submit this proposal for your consideration. If the terms set forth are satisfactory, please sign the attached copy and return it for our records.

Respectfully submitted,
SPEEDIE & ASSOCIATES

Kenneth M. Euge II
Geotech Field Manager

APPROVED AND ACCEPTED
For: Weddle Gilmore Architects

By: _____
(Printed Name & Position)

_____
(Signature)

_____
(Date)

SPEEDIE AND ASSOCIATES
Geotechnical ▪ Environmental ▪ Materials Engineers
A UES Company

ENGINEERING SERVICES

2024 Fee and Rate Schedule

Fees for services will be based upon the time worked on the project at the following rates:

Title	Rate Per Hour
Principal	$ 180.00
Project Manager	140.00
Sr. Geologist/Engineer	140.00
Special Inspector (Architectural)	120.00
Project Engineer/Geologist	120.00
Environmental Specialist	100.00
Special Inspector (Structural/Geotechnical)	100.00
Staff Engineer/Geologist	100.00
Sr. Engineering Technician	80.00
Draftsman	75.00
Materials Testing Technician	70.00
Clerical/Administrative	60.00

REIMBURSABLE EXPENSES
Light Truck Mileage Rate: $0.50 per mile
The following items are reimbursable to the extent of actual expenses plus 25%:

1. Transportation, lodging and subsistence for out of town travel
2. Special mailings and shipping charges
3. Special materials and equipment unique to the project
4. Duplication or reprinting/copying reports

TEST BORINGS AND FIELD INVESTIGATIONS
On projects requiring test borings, test pits, or other explorations, the services of reputable contractors to perform such work shall be obtained.

SUBCONTRACTORS/SUBCONSULTANTS CHARGES
Any charges for subcontractors/subconsultants are subject to a 25% handling fee if invoiced by Speedie & Associates or such charges can be directly paid by the CLIENT.

SPECIAL RATES
The following rates may be subject to a 35% increase:

- Overtime – time over 8 hours per weekday and on Saturday
- Sunday and Holidays
- Rush orders

MINIMUM CHARGES
A three hour minimum is charged for field testing and inspection services.

EXPERT WITNESS
Deposition and testimony; 4-hour minimum, $250.00 per hour.

The following Terms and Conditions are included and hereto made a part of this agreement.

Initials _____
Initials _____

SPEEDIE AND ASSOCIATES
Geotechnical ▪ Environmental ▪ Materials Engineers

A UES Company

TERMS AND CONDITIONS

1. STANDARD OF CARE

In performing our professional engineering services, Speedie & Associates, LLC (S&A) will use the degree of care and skill ordinarily exercised by members of our profession currently practicing in the same locality under similar conditions. No warranty, expressed or implied, is made or intended by our proposal for consulting services, our contract, oral or written reports, or services.

2. SCOPE OF SERVICES

2.1 "ON-CALL" SERVICES

Unless otherwise agreed by both parties in writing, all construction materials testing will be performed on an "on-call" basis. Both parties agree that test results for "on-call" testing, where the CLIENT does not request S&A's continuous construction and field observation, will be based only on the representative sample or limited location tested.

2.2 CONSTRUCTION/FIELD OBSERVATION OR REMEDIATION OBSERVATION

If the CLIENT desires more extensive or full-time project observation to help reduce the risk of problems arising during construction, the CLIENT shall request such services as "Additional Services" in accordance with the terms of this agreement. Should the CLIENT for any reason choose not to have S&A provide construction or field observation during the implementation of S&A's specifications or recommendations, or should the CLIENT unduly restrict S&A's assignment of observation personnel, CLIENT shall, to the fullest extent permitted by law, waive any claim against S&A, and indemnify, defend, and hold S&A harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans or specifications developed by S&A. CLIENT also shall compensate S&A for any time spent or expenses incurred by S&A in defense of any such claim. Such compensation shall be based upon S&A's prevailing fee and rate schedule.

3. OWNERSHIP OF DOCUMENTS

All reports, plans, specifications, field data, notes and other documents prepared by S&A shall remain the property of S&A. Any reuse of such documents for other purposes must be with the written consent of S&A.

4. SAFETY

While on a CLIENT'S jobsite, S&A's personnel have no authority to exercise any control over any construction contractor, any other entity, or their employees in connection with their work, health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the CLIENT'S agreement with the General Contractor. The CLIENT may be charged for additional work for interruption, downtime required, or safety measures required by hazardous job conditions.

5. INSURANCE

Upon request, S&A will furnish certificates of insurance for Workers Compensation, General and Auto insurance, and Professional Errors or Omissions insurance. S&A is not responsible for damage of any cause beyond the coverage of its insurance.

6. INDEMNIFICATION

6.1 ENVIRONMENTAL SERVICES

It is understood and agreed that should the CLIENT hire S&A in matters involving the actual or potential presence of hazardous substances, the CLIENT will indemnify S&A, and its employees and representatives, from and against claims that are the result of negligent acts or omissions on the part of the CLIENT, its employees or representatives. S&A will indemnify the CLIENT from and against claims that are solely the result of negligent acts or omissions on the part of S&A, its employees or representatives.

Initials _____
Initials _____

6.2 NON-ENVIRONMENTAL SERVICES

Both parties agree that S&A's scope of services will not include asbestos, hazardous or toxic materials. Should it become known in any way that such materials may be present at the jobsite or adjacent area that may affect the performance of S&A's services, S&A may suspend its services without any liability until the CLIENT retains appropriate consultation to identify, abate, and/or remove the asbestos, hazardous or toxic materials and warrants that the jobsite is in compliance with applicable laws and regulations. The CLIENT will indemnify S&A and his employees and representatives from and against claims that are the result of negligent acts or omissions on the part of the CLIENT, his employees and representatives. S&A shall indemnify the CLIENT from and against claims, which are solely the result of negligent acts or omissions on the part of S&A, its employees and representatives.

7. LIMITS OF LIABILITY

The CLIENT agrees that S&A shall not be liable for losses caused by or arising from any acts of the CLIENT, his employees or subcontractors. Should any of S&A's employees be found to have been negligent in the performance of professional services rendered, the CLIENT agrees that the maximum aggregate amount of S&A's liability shall be limited to $50,000.00 or the amount of the fee paid to S&A for professional services, whichever amount is greater.

8. WAIVER OF LIMITATION OF PROFESSIONAL LIABILITY

In the event the CLIENT is unwilling or unable to limit liability in accordance with the paragraph above, then CLIENT shall agree to pay S&A a sum equivalent to an additional 20% of the total fee to be charged for the professional services. Said sum is to be called "Waiver of Limitation of Liability Charge." This charge will in no way be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved in performing the work up to the limit of proceeds available from S&A's professional insurance coverage.

9. SAMPLE DISPOSAL

9.1 NON-HAZARDOUS SAMPLES

Test samples are substantially altered during testing and are disposed of immediately upon completion of tests. Drilling samples are disposed of thirty (30) days after submission of our report. If requested in writing, samples can be held after thirty (30) days for an additional storage fee, or returned to the CLIENT.

9.2 HAZARDOUS SAMPLES

If toxic or hazardous substances are involved, S&A will return such samples to the CLIENT. Or using a manifest signed by the CLIENT, S&A will have such samples transported to a location selected by the CLIENT for final disposal. The CLIENT agrees to pay all costs for storage, transport and disposal of samples. The CLIENT recognizes and agrees that S&A is acting as a bailee and at no time assumes title to samples involving hazardous or toxic materials.

10. PAYMENT

Progress invoices will be submitted to the CLIENT monthly with a final billing at completion of services. Invoices are due and payable upon receipt. The CLIENT agrees to pay a finance charge of 1.5 % per month on all past due accounts over thirty (30) days. The CLIENT'S obligation to pay for all work contracted is in no way dependent upon the CLIENT'S ability to obtain financing, zoning approval, or the CLIENT'S successful completion of the project. S&A reserves the right to suspend work under its agreement if the CLIENT fails to pay invoices as due. The CLIENT agrees to pay all costs for collection of payment, including attorney's fees.

11. LITIGATION

In the event of litigation between parties to this agreement, if S&A is the prevailing party, S&A shall be entitled to recover all related costs, expenses, and reasonable attorney fees.

Initials _____
Initials _____

CONSULTING ENGINEERS
MECHANICAL ▼ PLUMBING

ASSOCIATED MECHANICAL
ENGINEERS, PLC.

1121 W. Warner Road, Suite 107
Tempe, Arizona 85284

April 25, 2024

Philip Weddle
Weddle Gilmore Architects
6916 E 5th Avenue
Scottsdale, AZ 85251

RE: City of Chandler – The Ranch at Tumbleweed Park
AME Proposal No. 24-037

Dear Phil:

Associated Mechanical Engineers, PLC is pleased to submit this proposal to provide consulting engineering services for the project referenced above. Following is the list of services we propose to provide under the terms and conditions of this contract:

MECHANICAL

- Complete, print ready, construction documents in AutoCAD format for the HVAC systems including systems and controls.
- Cooling and heating load calculations.
- Complete specifications in CSI format.
- Shop drawing review.
- All plan check corrections required to obtain permit.
- IECC calculations and documentation for the mechanical and plumbing systems required for the project.

PLUMBING

- Complete, print ready, construction documents in AutoCAD format for the plumbing systems to connect to five feet outside the building.
- Deliverables concurrent with mechanical.
- Complete specifications in CSI format.
- Meetings concurrent with mechanical.

GENERAL SCOPE OF WORK

- Specifications shall be included on plans or in 8-1/2” x 11” CSI format.
- Background documents in AutoCAD format provided by Architect and/or his sub-consultants.

- Basic project scope includes:
  - The Water Promenade: A water feature and service yard to house existing well and pump equipment.-no MP scope anticipated.
  - The Historic Farmhouses: Renovation and restoration of two historic farmhouses that have been relocated to the property. One house will have HVAC added. No plumbing is anticipated.
  - The Twin Barns: Relocation and renovation of the Red Shed Theater, possibly including a pedestal drinking fountain (no mechanical scope expected for the theater). The barns will include 1,500 sf of conditioned support space including public restrooms, technology, storage, and other support functions.-MP scope anticipated for the 1,500 sf support space only.

COMPENSATION

Associated Mechanical Engineers, PLC shall provide the aforementioned consulting engineering services for the following lump sum fee based on the assumptions above.

Mechanical and Plumbing Engineering:

Schematic Design	$ 1,000.00
Design Development	$ 3,500.00
Construction Documents	$ 5,000.00
TOTAL	$ 9,500.00

Hourly billing rates (for additional services where contracted):

Principal	$ 172.00
Engineer	$ 157.00
Designer	$ 129.00
Drafter	$ 92.00
Clerical	$ 72.00

Contingent Additional Services

Should any of the following items be required, it will be billed as a contingent additional service.

- Construction observations shall be provided on an additional service basis for the fixed fee of $500.00 (five hundred dollars) per trip.
- Major floor plan revisions due to Architectural city comment revisions.

The design professional (AME) shall not be held responsible for claims that arise due to lack of coordination or lack of professional interpretation of the construction documents during the construction phase including change orders arising from Contractor's failure to properly bid the project per the requirements set forth on the plans and in the specifications, revisions made to the construction documents without the involvement of AME (the design professional), or contractor's lack of field coordination. Construction observations performed by the design professional (AME) do not relieve the contractor of his or her obligations under the construction contract. Construction observations are not intended to verify contractor means and methods, or jobsite safety.

The Client recognizes that construction observations are a critical part of the execution of this design contract that may allow the design professional to quickly correct any deficiencies, errors or omissions from the contract documents or due to construction error or due to other unforeseen acts or due to other causes, at a relatively low cost. The Client agrees that if construction observations are not included in the contract the design professional shall not be held responsible monetarily, legally or professionally for any of the design professional's acts, errors or omissions, except for those acts, errors or omissions which, it could reasonably be concluded, the design professional's review services would not have prevented or mitigated.

Dispute resolution; By binding mediation according to the Rules of American Association of Arbitration, this agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona, without giving effect to any choice of conflict of lay provision or rule (whether of the State of Arizona or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Arizona. In the event that legal action is brought by either party against the other, the prevailing party shall be reimbursed by the other for the prevailing party's legal fees and costs in addition to whatever other judgments or settlement sums, if any may be due. Legal fees include reasonable attorney fees, costs and litigation expense.

Fee quotations are valid for 180 days from the date of this proposal.

Additional services shall be warranted and negotiated for architectural, structural or civil revisions, changes and/or new requirements requested after substantial completion. A project is considered substantially complete when less than 5% of the work remains.
Payment to AME shall be within seven (7) days of receipt of payment by owner to client. Please sign and date on the line provided if these terms are acceptable. We sincerely appreciate the opportunity to propose on this project. We look forward to your acceptance of these terms and the chance to add value to this project.

Sincerely,
ASSOCIATED MECHANICAL ENGINEERS, PLC.

April 25, 2024
Proposal No. P24-037



George J. Josephs, P.E.
LEED AP
Principal

Signature: _____ Date: _____

WOODWARD ENGINEERING

Weddle Gilmore Architects
6916 east fifth avenue
scottsdale, arizona 85251
Attn: Phil Weddle

April 30, 2024

Re: **The Ranch at Tumbleweed Park**
Electrical Proposal
Chandler, AZ

Phil,

Woodward Engineering is pleased to submit this proposal for consulting electrical engineering services for the proposed entry and park amenities. The project consists of zones A, B, and C as outlined in the email from April 24, 2024. The following is the list of services WE will provide / require under the terms and conditions of the contract:

- Site Investigations to determine the existing utility conditions.
- Site lighting submittals with exterior lighting cutsheets and photometrics.
- Background documents in AutoCad format provided by the architect.
- Interior (as needed) and exterior IECC compliance.
- Attend design conferences to define scope, and design elements.
- Coordination with the pool / fountain designer(s) for their electrical connections.
- Signed and sealed construction documents/electrical specifications in AutoCad/CSI format.
- All plan check corrections required to obtain permit.
- Public street lighting is excluded.
- Low voltage systems design for fire alarm, data, telecom, security, door access is excluded – schematic fire alarm layout and low voltage systems raceways and back-box design is included.

Woodward Engineering will provide the aforementioned consulting electrical engineering services, for the following fee:

Site Investigations:	$750.00
Schematic Design Narrative:	$1,500.00
Design Documentation:	$9,500.00
Construction Documents with IECC:	$10,500.00
Total Electrical Fee:	**$22,250.00**

Additional services shall be warranted for revisions, and/or new requirements to the project after substantial completion. Said services shall either be negotiated or billed at the following hourly rates: Principal Engineer: $150.00, Technical Design: $120.00, CADD Tech: $85.00, and Clerical $65.00.

Payment to Woodward Engineering shall be within seven (7) days of receipt of payment by owner to client.

Please sign, date, and return if these terms are acceptable.

I appreciate the opportunity to propose on this project. I look forward to your acceptance of these terms and the chance to work with you on this project.

Sincerely,



Doug Woodward, LC, PE
WOODWARD ENGINEERING

Signature: _____ Date: _____
Re: The Ranch at Tumbleweed Park

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/09/24

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:

PROFESSIONAL INSURANCE BROKERS, INC.
PMB 857, 515 E. CAREFREE HWY
PHOENIX, ARIZONA 85085-8839

CONTACT NAME: CAROL GRAY LANTZ
PHONE (A/C, No, Ext): 623 465-5300 | FAX (A/C No): 623 465-5933
EMAIL ADDRESS: carol@pibinc.com
PRODUCER CUSTOMER ID:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	R L I INSURANCE COMPANY	13056
INSURER B:	HARTFORD FIRE INSURANCE COMPANY	19682
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED:

WEDDLE & GILMORE ARCHITECTS PLLC
6916 E. 5TH AVENUE
SCOTTSDALE, ARIZONA 85251

COVERAGES: **CERTIFICATE NUMBER:** 42 **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 INSR	SUBR WVO	POLICY NUMBER	POLICY EFF. DATE(MM/DD/YY)	POLICY EXP. DATE(MM/DD/YY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PROJECT [ ] LOC OTHER	X	X	PSB0001055	07/23/23	07/23/24	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ec occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS.COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS [X] HIRED AUTOS [ ] SCHEDULED AUTOS [X] NON OWNED AUTOS	X	X	PSB0001055	07/23/23	07/23/24	COMBINED SINGLE LIMIT (Ec Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] **UMBRELLA LAB** **EXCESS LIAB** [X] OCCUR [ ] CLAIMS-MADE DED [ ] RETENTION $	X	X	PSE0001108	07/23/23	07/23/24	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS BELOW Y/N: Y	N/A	X	PSW0001031	07/23/23	07/23/24	[X] PER STATUTE [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	X PROFESSIONAL LIABILITY		X	OH03930212301	07/23/23	07/23/24	EACH CLAIM / AGGREGATE 3,000,000 / 3,000,000	

DESCRIPTION OF OPERATIONS /LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Tumbleweed Ranch (Project No. CA2301.201)

As per written contract, the City of Chandler, its representatives, directors, officers, officials, agents and employees are additional insured, primary and non-contributory basis, as respects General Liability coverage per Form PPB3040212 attached. Waiver of subrogation applies to all listed policies as per written contract. Workers compensation blanket waiver form WC000313 attached. 30 day notice of cancellation applies.
Separation of insureds / Severability of interest applies.

CERTIFICATE HOLDER

City of Chandler | Capital Projects Division
Attn: Rachel Marx, PE, CFM
215 E. Buffalo Street
Chandler, AZ 85225
Re: Tumbleweed Ranch (Project No. CA2301.201)

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS
BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, 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:
   a. In the performance of your ongoing operations;
   b. In connection with premises owned by or rented to you; or
   c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
   b. This insurance does not apply to the rendering of or failure to render any "professional services".
   c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

   However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:
   a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
   b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

   We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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 anyone not named in the Schedule.

Schedule

Any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/23/2023 Policy No. PSW0001031 Endorsement No.

Insured
Weddle Gillmore Architects, LLC

Insurance Company
RLI Insurance Company

Countersigned by _____

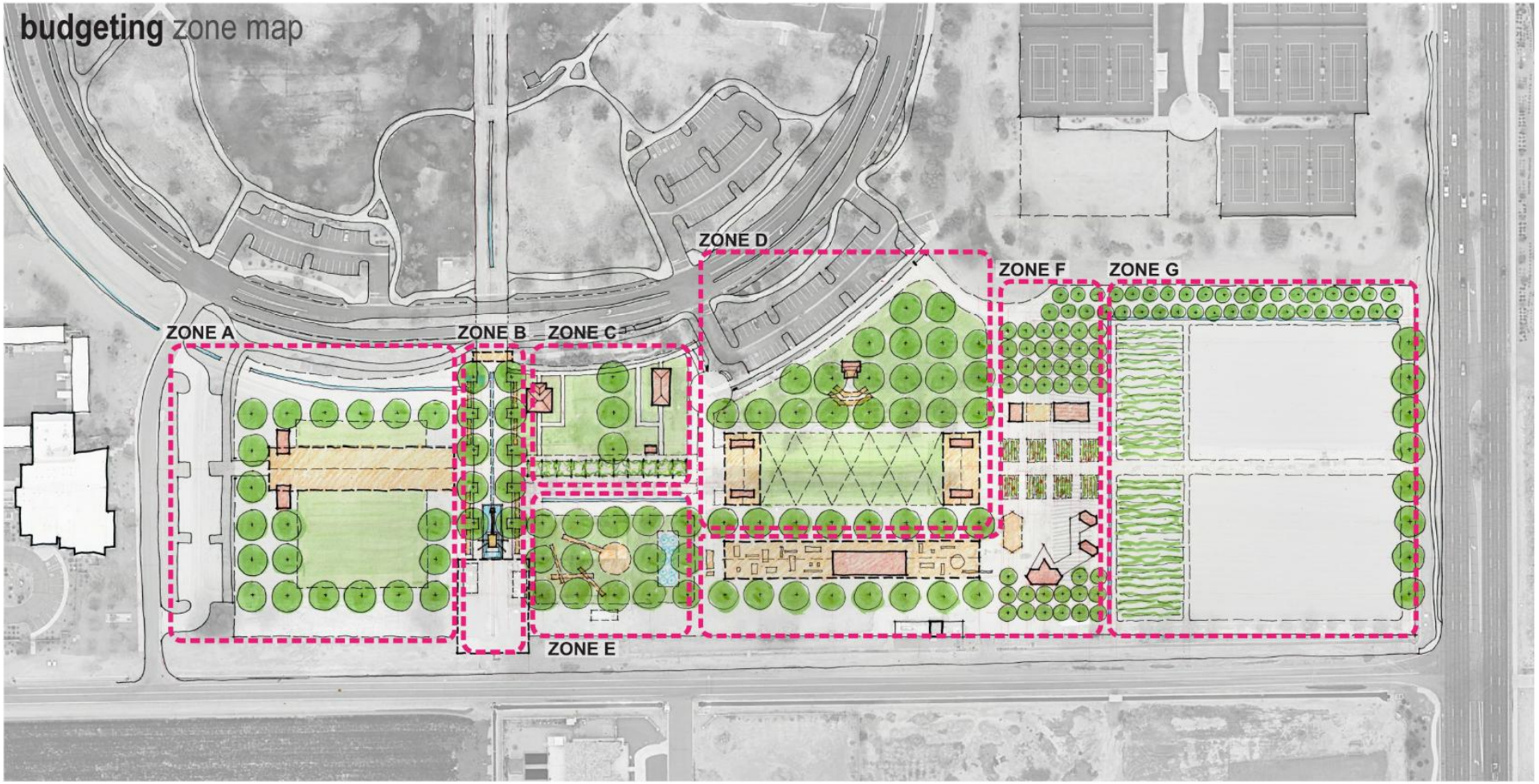
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(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

EXHIBIT “F”
FEDERAL REQUIREMENTS

N/A

EXHIBIT A



conceptual site plan

0' 30' 60' 120' 240'

THE RANCH at Tumbleweed Park
WEDDLE GILMORE

Master Plan for

The Ranch at Tumbleweed Park

CHANDLER arizona

Prepared by:

WEDDLE GILMORE ARCHITECTS

29 March 2024

Table of Contents

Project Summary 02

Vision Statement 02

Background & History 02

Proposed Master Plan Improvements 03

Master Plan Design Report 04

Site Context Plan 04

Master Plan 05

Master Plan - Parking 06

Master Plan - Access 07

Master Plan - Circulation 08

Master Plan - Daily Use 10

Master Plan - Special Event 24

Project Budget, Phasing Plan, & Implementation Strategy 30

Budgeting Zone Map 31

Phase 1 Site Plan 32

Phase 2 Site Plan 33

Phase 3 Site Plan 34

Phase 4 Site Plan 35



Master Plan for The Ranch at Tumbleweed Park
Project Summary

Vision Statement

The vision of The Ranch at Tumbleweed Park is to create a vibrant cultural destination that anchors the southern half of the existing Tumbleweed Park campus. Its overall focus will be on the history of Chandler's culture of innovation and will celebrate and honor this history of innovation and the people who have contributed to it.

Dr. Chandler's almost unceasing drive for the next "big thing" drove him to constantly seek new innovations: in land development, water control, sources of water, ranching, agriculture, fruit production, solar power, tourism, finance, architecture, community development, and the list goes on. Dr. Chandler created a culture of innovation driven by opportunity. Countless others, from all walks of life, have continued that legacy in Chandler and continually make it the "Community of innovation" it is today.

The Ranch at Tumbleweed Park is the place to celebrate and honor this history of innovation and the people who have made it.

Background & History

The Ranch at Tumbleweed Park is comprised of 19 acres in the southeast corner of Tumbleweed Park, 2205 S. McQueen Road, Chandler, AZ. The Ranch was originally developed in the early 2000s and features four historic structures, a small stage and amphitheater, deomonstration agricultural fields, and antique agricultural equipment displays.

The Ranch is currently managed by the Chandler Museum, a division within the Cultural Development Department of the City of Chandler. The City of Chandler Parks Department maintains the physical grounds. Orignally conceived as the City's main interpretive space for Chandler's agricultural and foodways heritage, the Ranch grew into the main location for Chandler Museum's school field trip program and the Museum's signature special event, the annual Chandler Chuck Wagon Cook-off. In the past, additional community special events also occur t the Ranch including the Ostrich Festival and several high school cross-country track meets. The Ranch is open daily for recreational visitors and has become a popular location for professional photographers to shoot outdoor portraits. The Ranch is also used by outside non-profit organizations includign the Future Farmers of America and Weeders Gardening Club.

Over the past 25 years, there have been multiple studies and master plans completed for The Ranch at Tumbleweed Park including the following:

- Public History Master Plan, 1999
- Tumbleweed Ranch Program Plan, 2000
- Edwards House Building Assessment Report, 2005
- the Ranch at Tumbleweed Park Master Plan, 2006
- Additional Mapping of Triangular Garden Area, 2013











Proposed Master Plan Improvements

The Ranch at Tumbleweed Park is planned to have a multi-phased improvement plan to create a vibrant cultural destination that supports daily activity for Chandler residents as well as special events. Proposed Master Plan improvements will include the following:

General Site Improvements:

- Create a prominent new site entrance at The Ranch and an impmroved public face on Centennial Parkway.
- Develop a tree master plan for the entire 19 acre site to create shady activity zones and provide opportunities to interpret Chandler's fruit crop history.
- Expand parking capacity to support daily programming and special events.

The Water Promenande: A redesigned interpretation of the importance of water and canals to Chandler's history along the existing canals.

- Featuring a public art piece and water feature that represents a dredge that created the water infrastructure and the ever-important canals that deliver this creitical natural resource.
- A space to interpret Chandler's environmental history, and the innovatins of today and water's future.
- Feature interpretation about the recharge wells on site and their role in ensuring that the water aquafer stays healthy.
- A shady promenade that welcoms visitors to The Ranch.

History Path: An interpretive pathway with redesigned historical kiosks featuring severl of Chandler's innovators, cultural groups, important places, and events.

- This History Path will be the central hub of a completely redesigned and redeveloped historical kiosk program that will ultimately include kiosks in every one of Chandler's 78 parks that will become Chandler's History Trail.

Historic Structures: Restoration of four historic structures so that they can be open to the public on a regular basis including enhanced interpretation of historic structures.

Twin Barns: Redesign area including two new barn structures to support daily programming and support special events.

- Shady area for family picnics, daily programming, and community gatherings.
- A relocated and redesigned Red Shed amphitheater to support educational programs and small events.
- Dedicated event area for signature event, the Chandler Chuck Wagon Cook-off.
- Space designed to be able to support private events such as weddings or family reunions.

Adventure Play: Develop a new adventure play area for families featuring a signature tree house, interpretive play, and interactive water features.

The Innovation Shed: Build a new large interpretive building to house large farm equipment pieces and interpret Chandler's agricultural history and be a mix of indoor and outdoor spaces.

- This new interpretive buildign will also allow for changing and rotational exhibitions on Chandler's innovators and other areas of Chandler history.

The Barn: Build a new large barn structure to house a state of the art special event area.

- Flexible structure designed to support a wide range of programs including farmers market, arts & cultural festivals, outdoor movies, and small concerts.

The Citrus Camp: Develop citrus orchard along with newly recreated historic structures that are open to the public and support daily programming.

The Farm: Demonstration agricultural fields located on the eastern portion of the site. Includes the ability to support community gardening education programs.











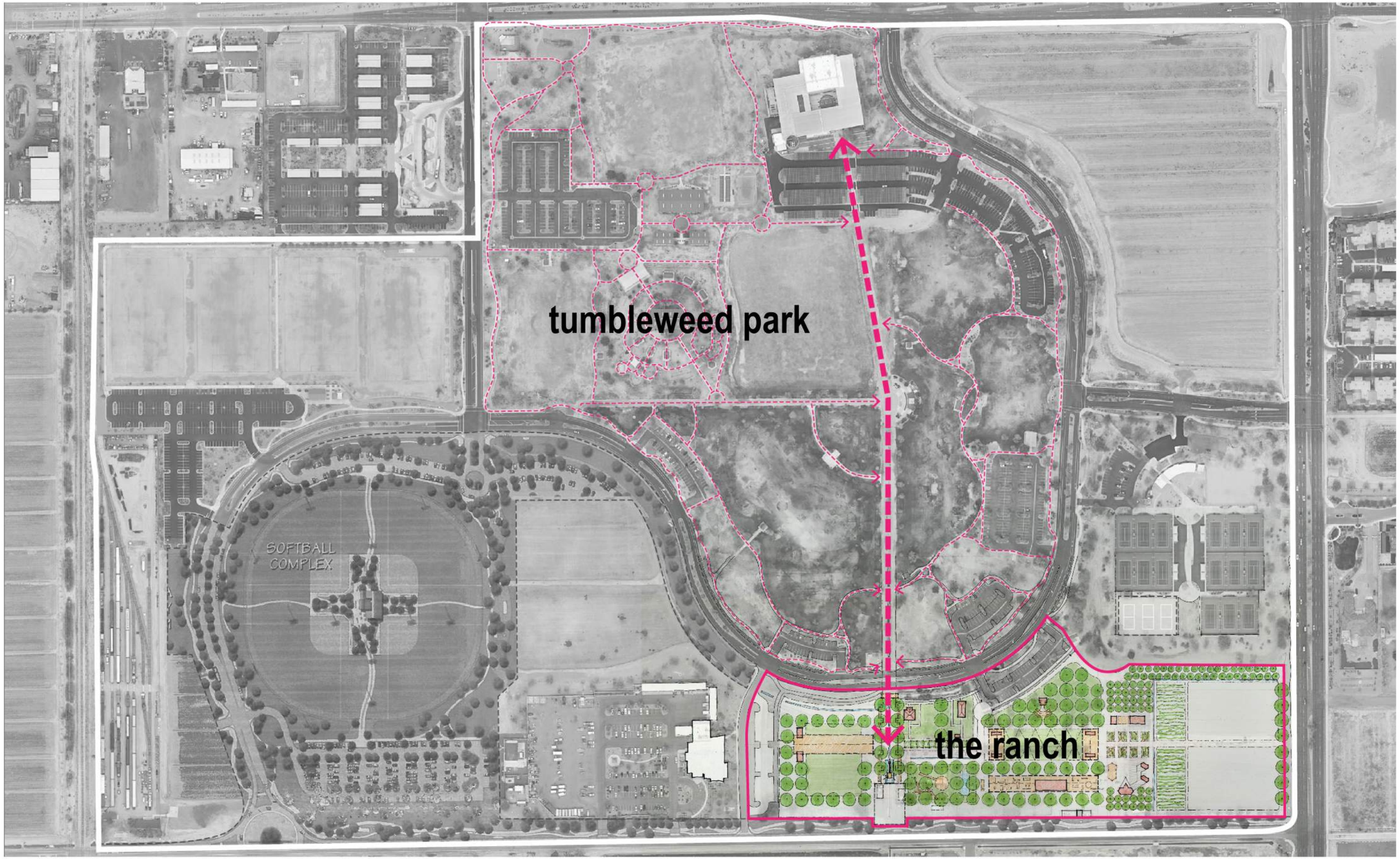






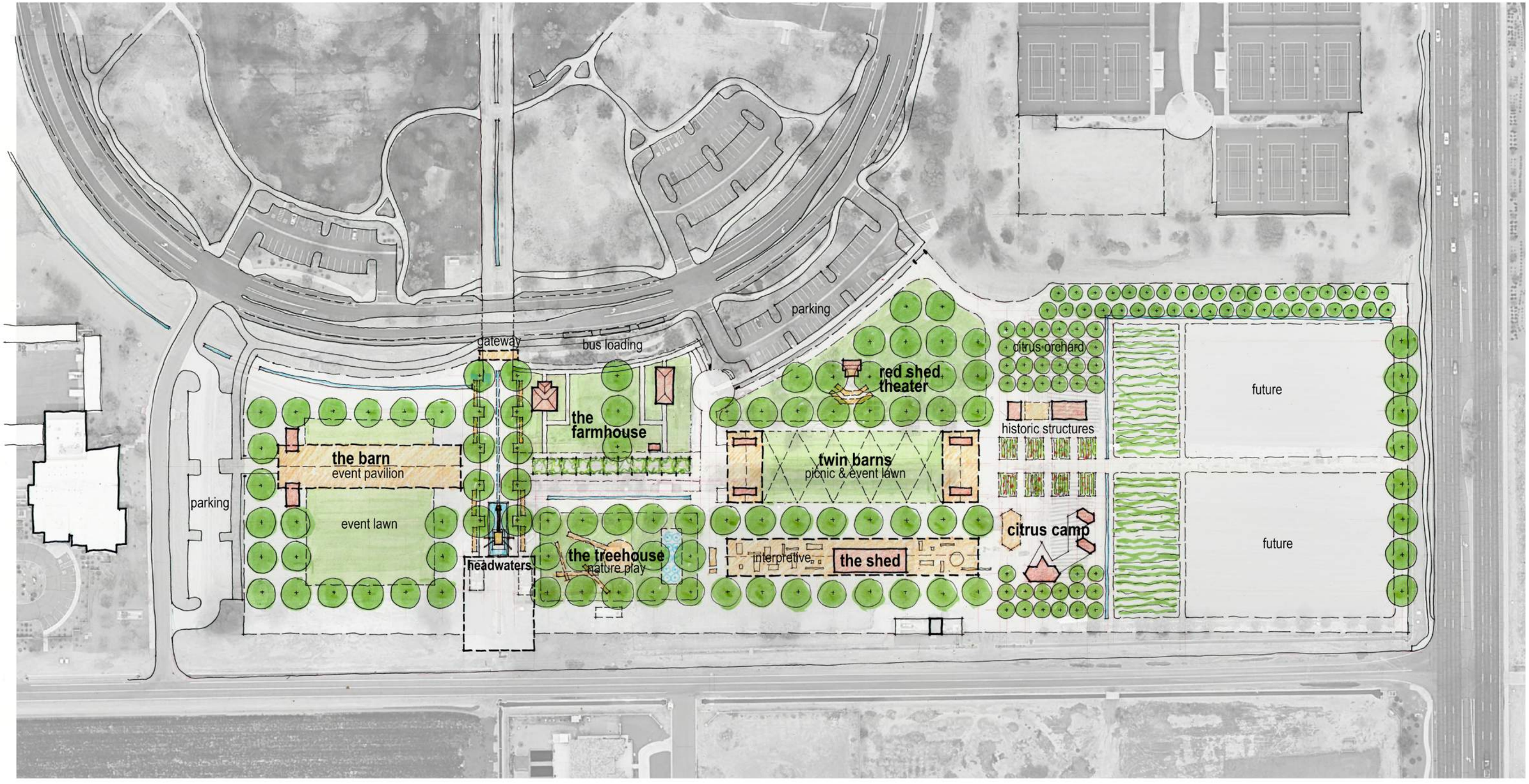


Site Context Plan



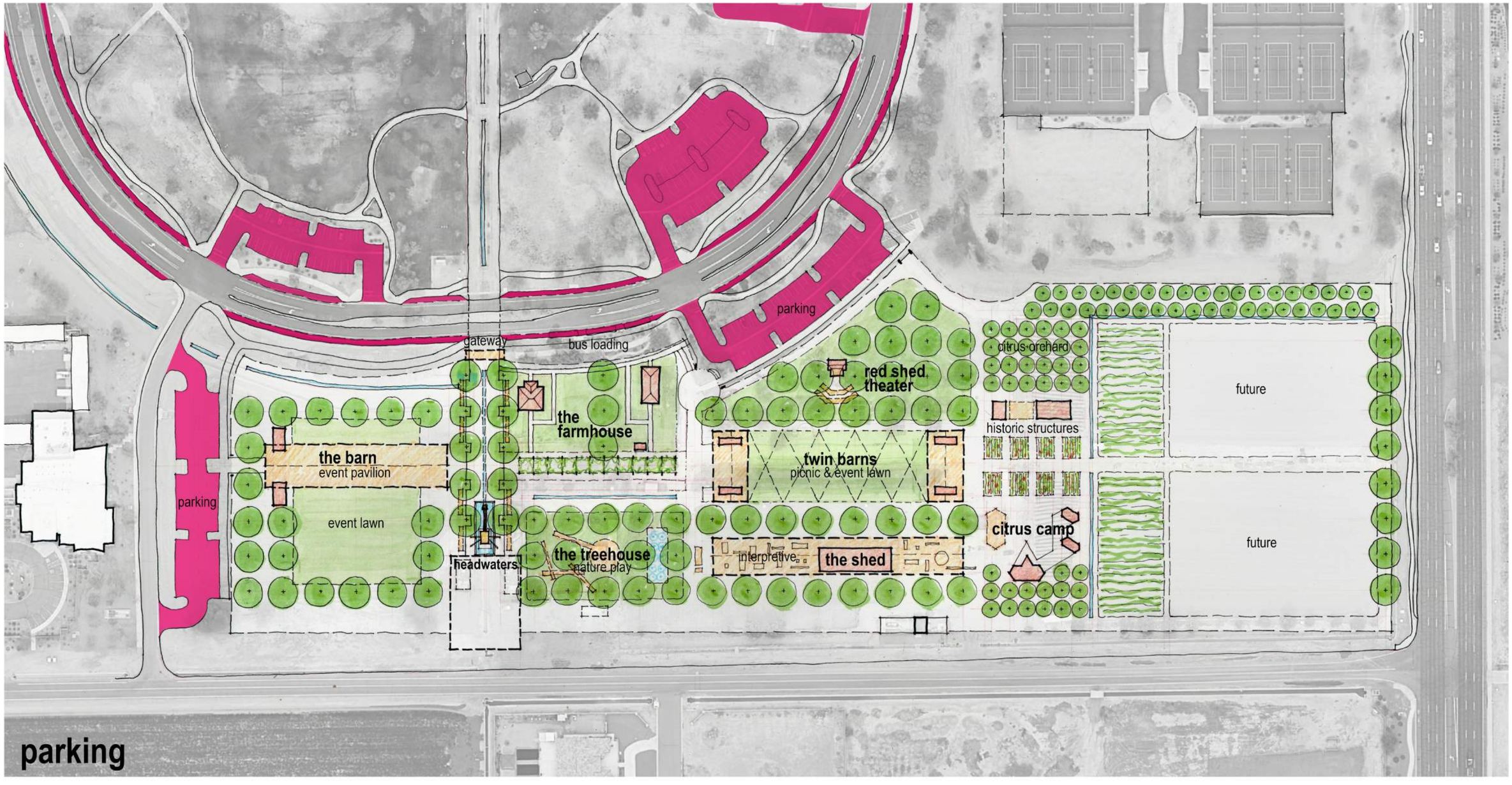
site context plan

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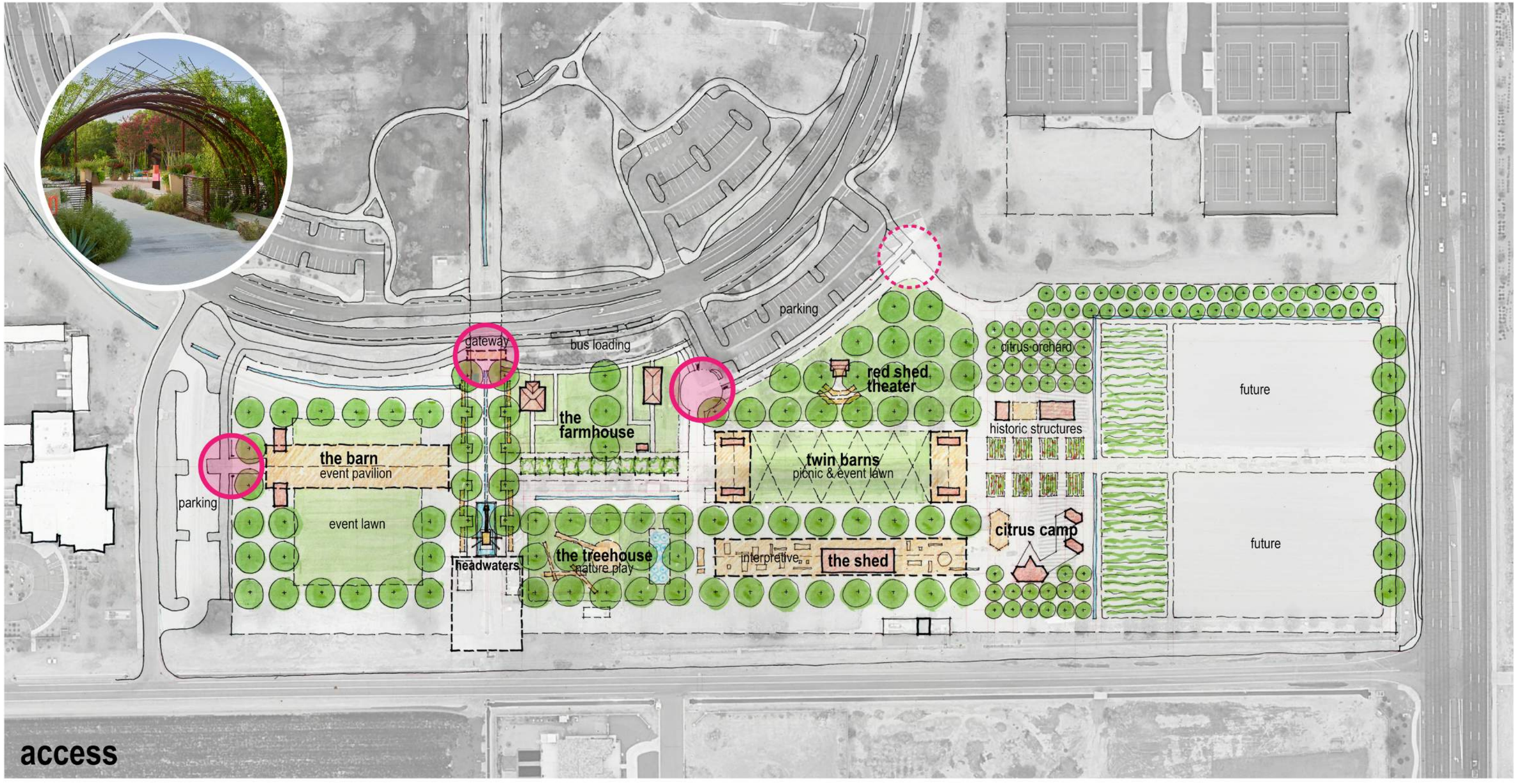
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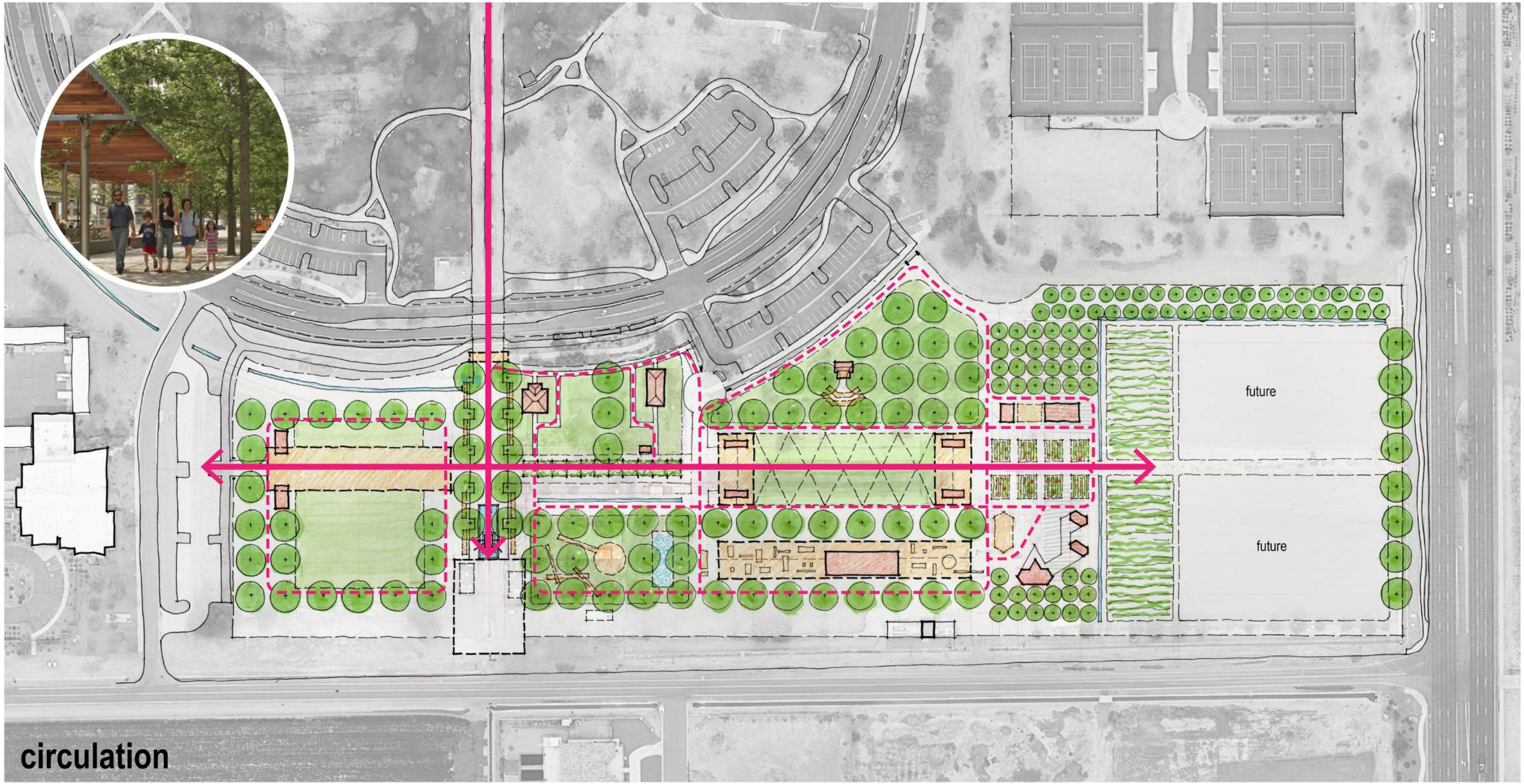
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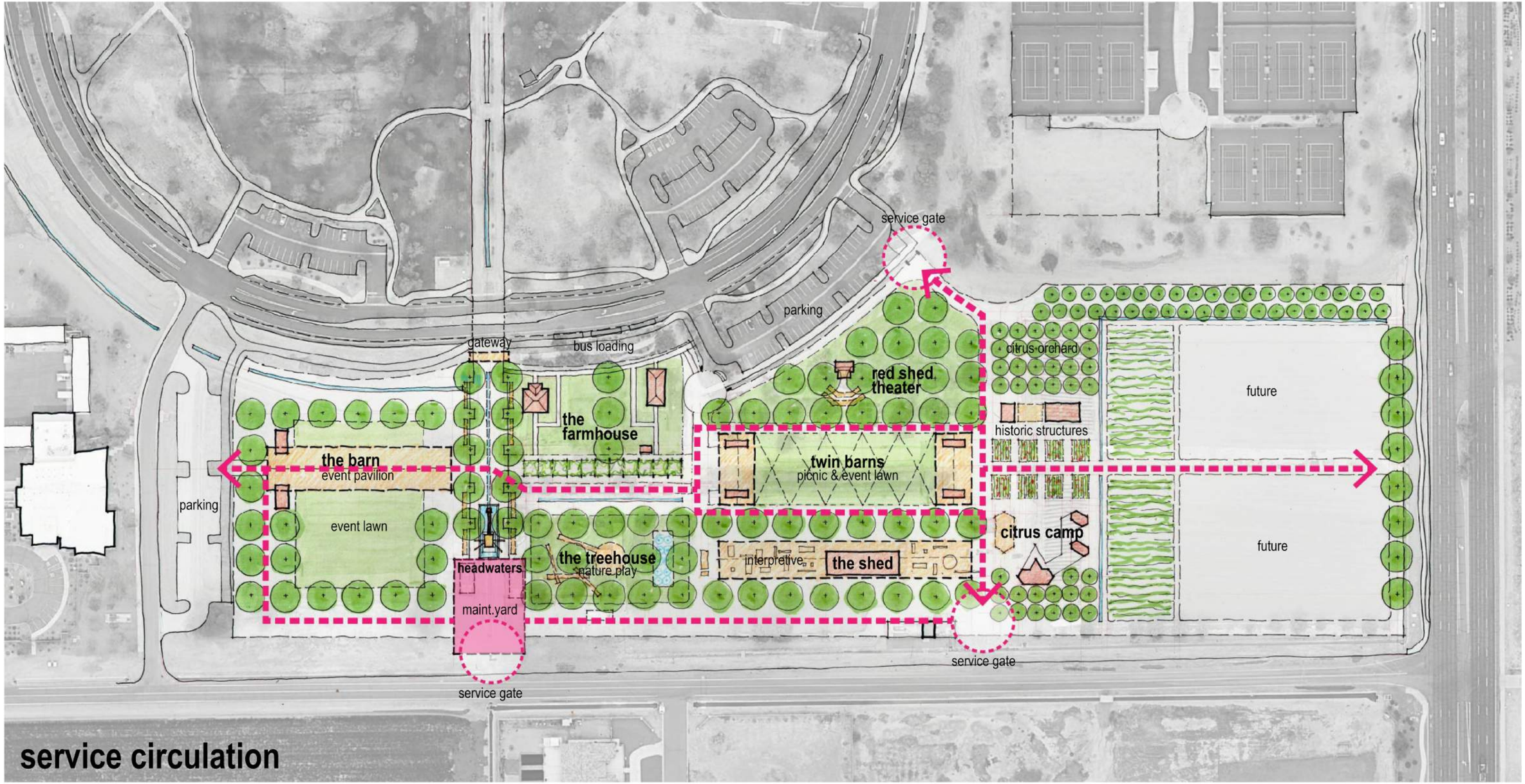
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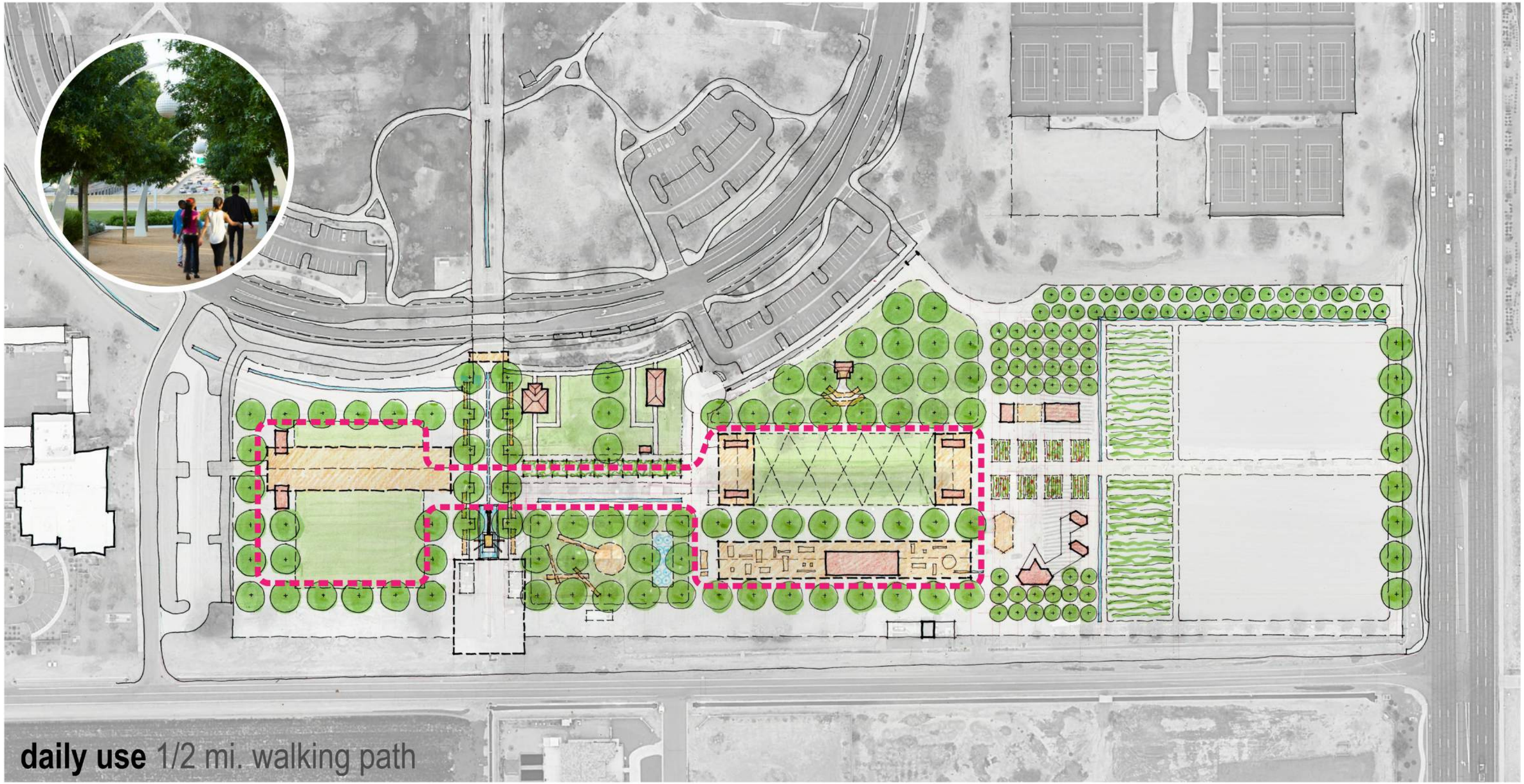
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site master plan

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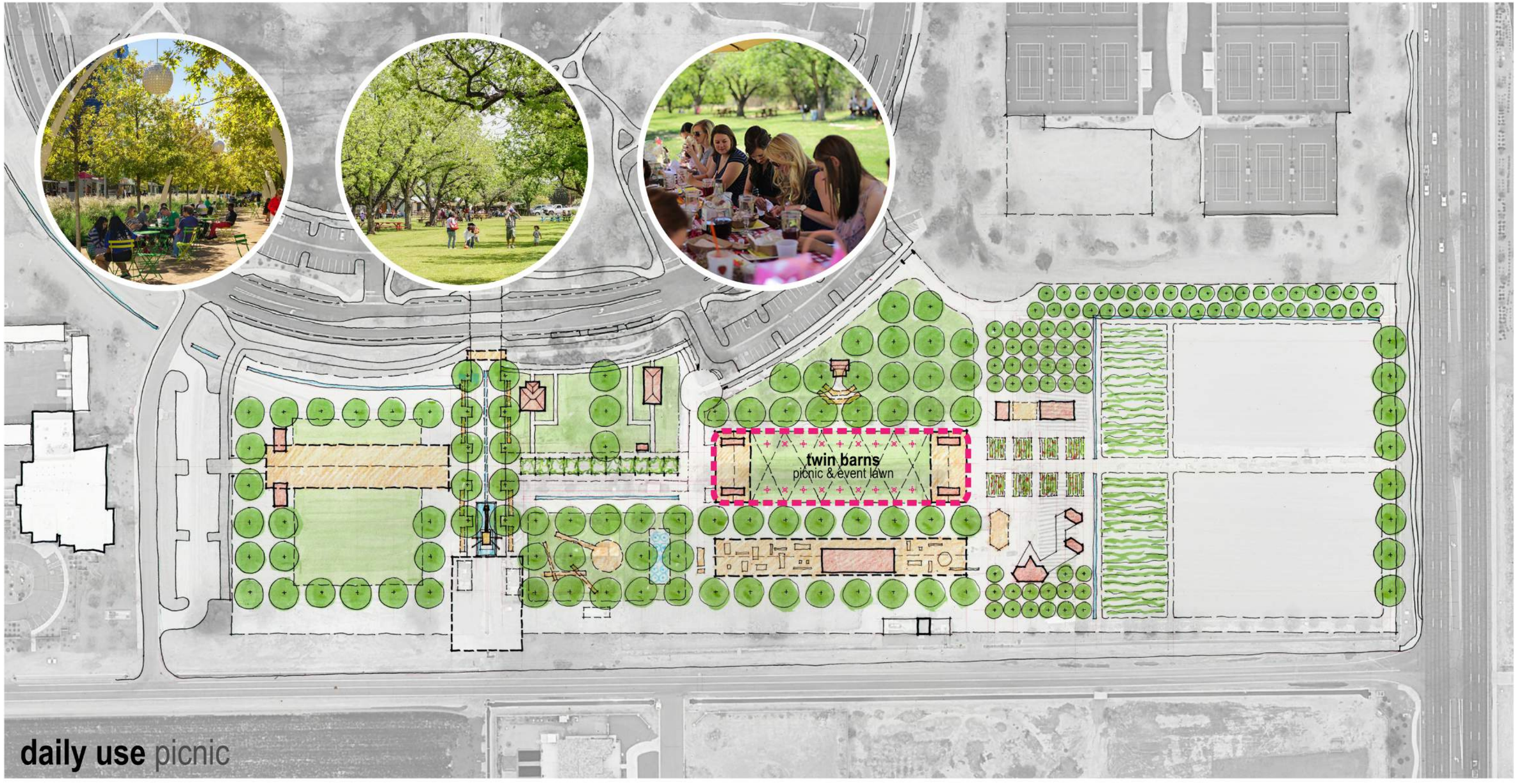
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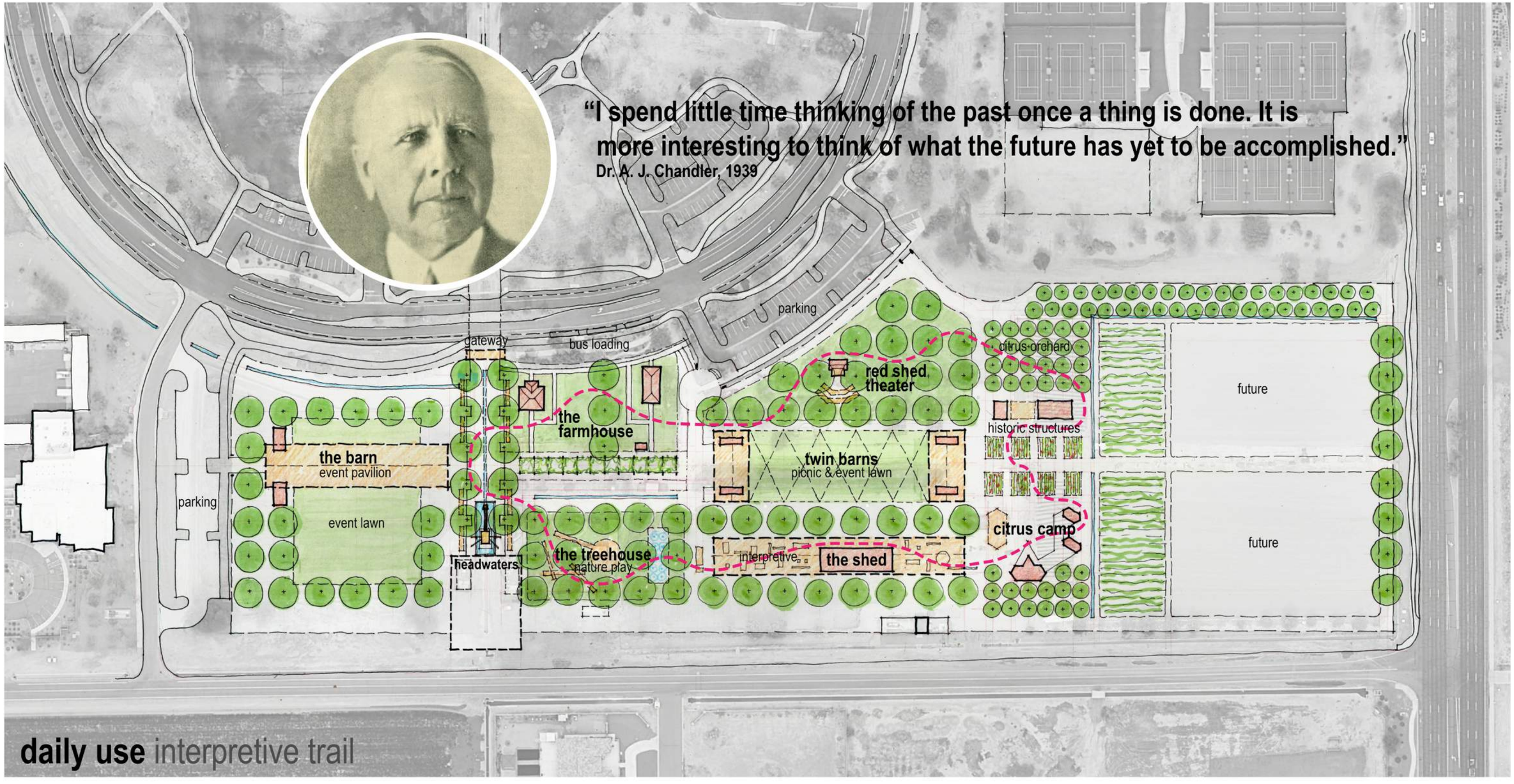
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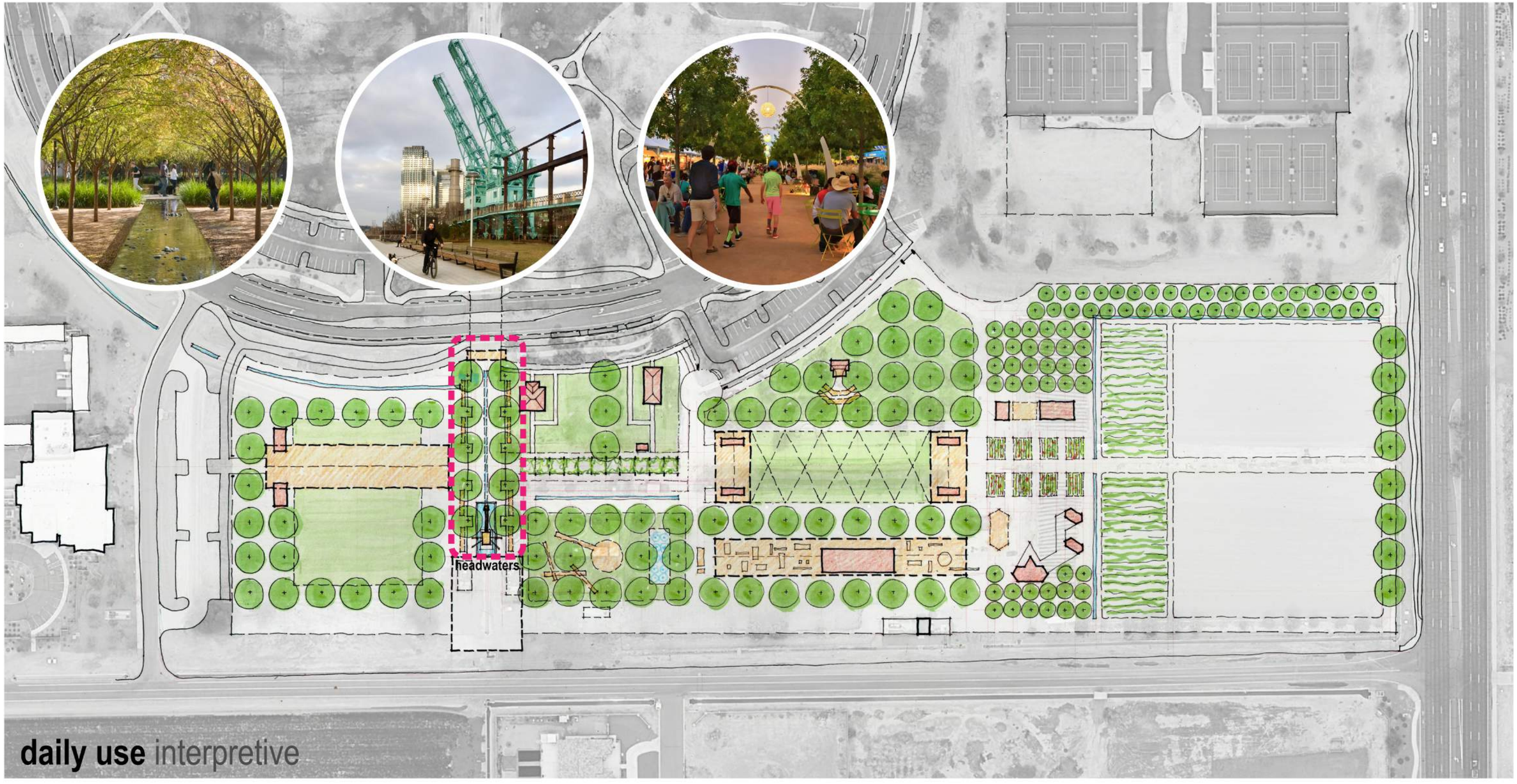
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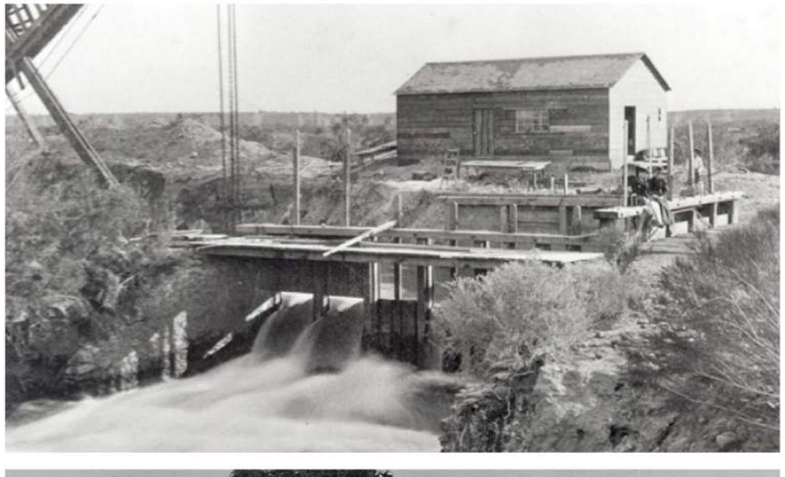
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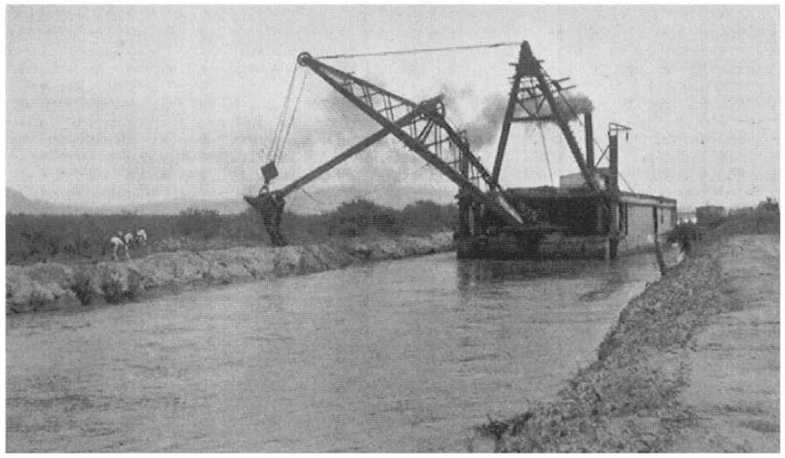
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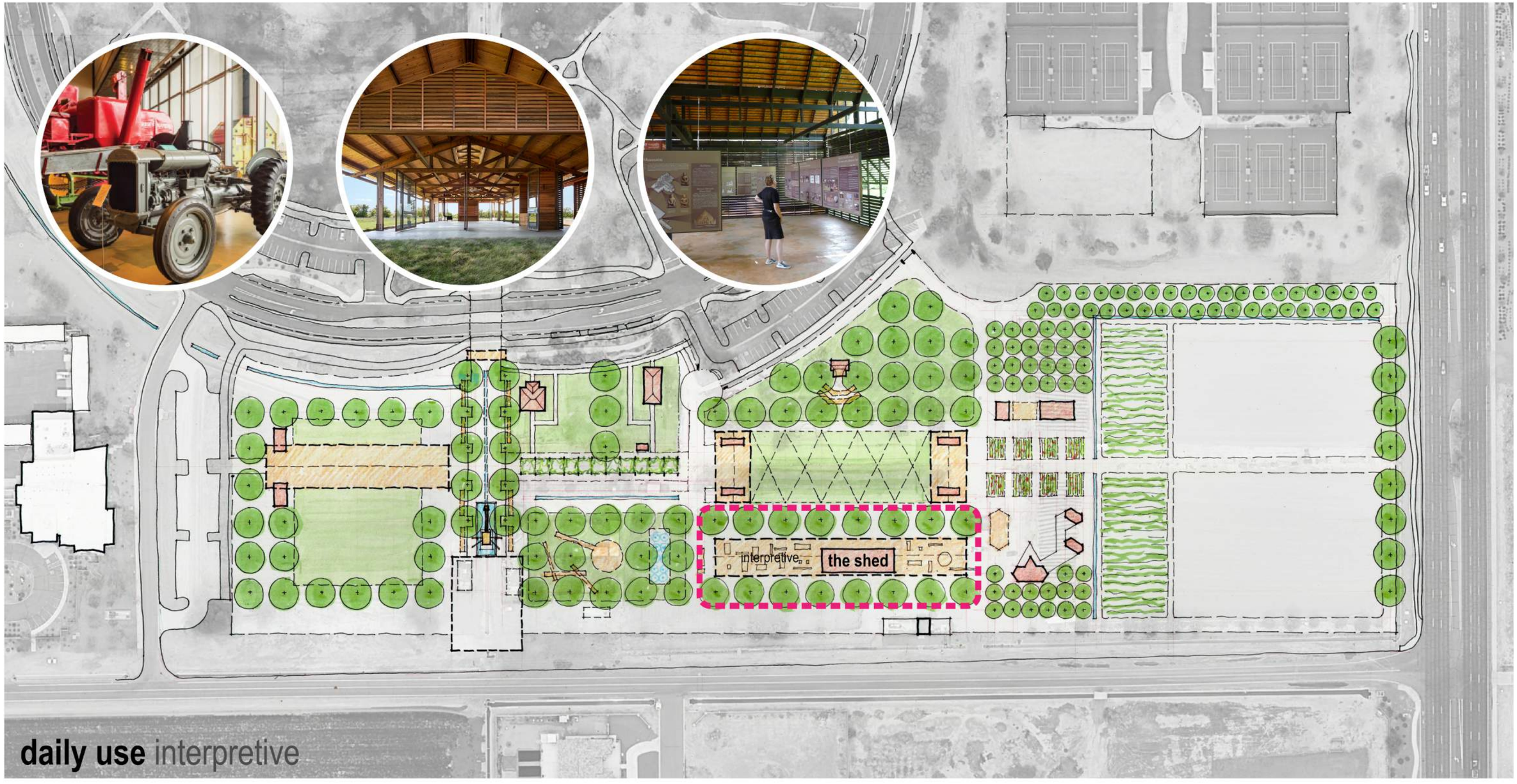


interpretive water story



site master plan

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site master plan

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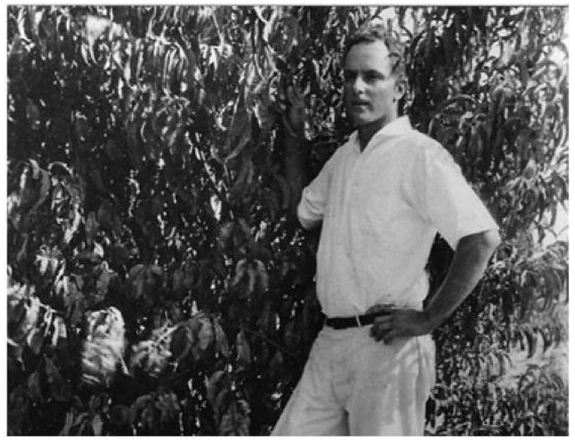




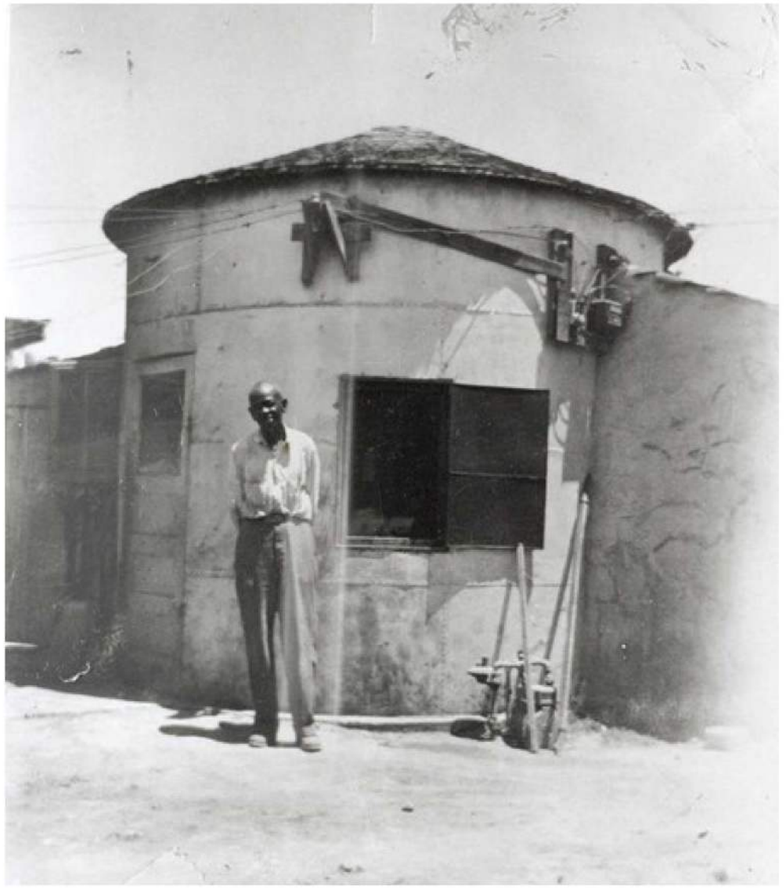


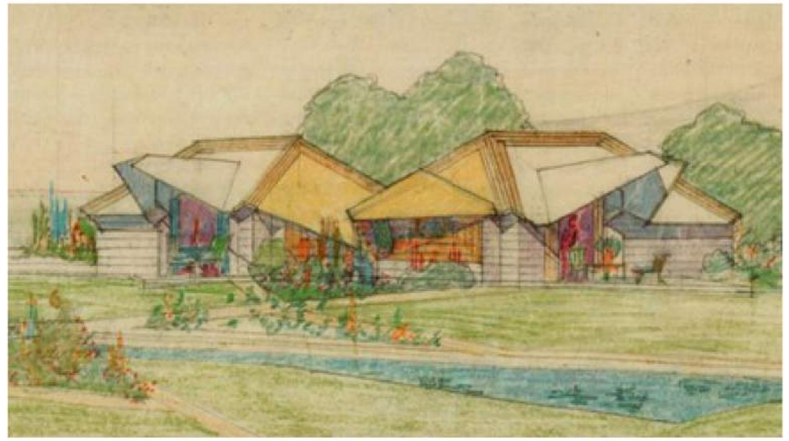




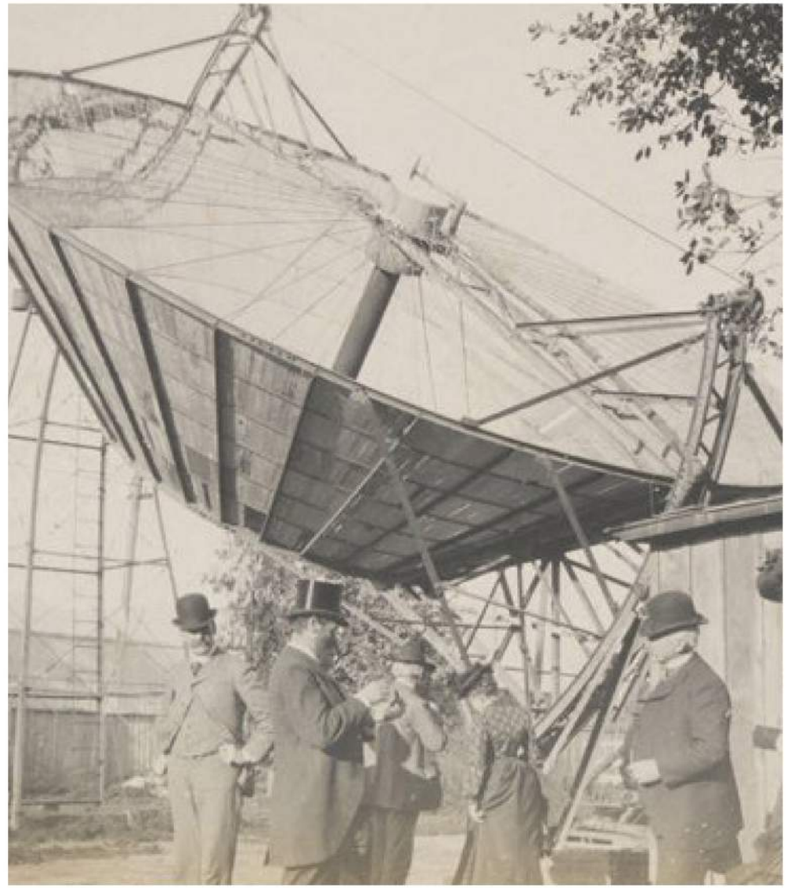


interpretive innovation







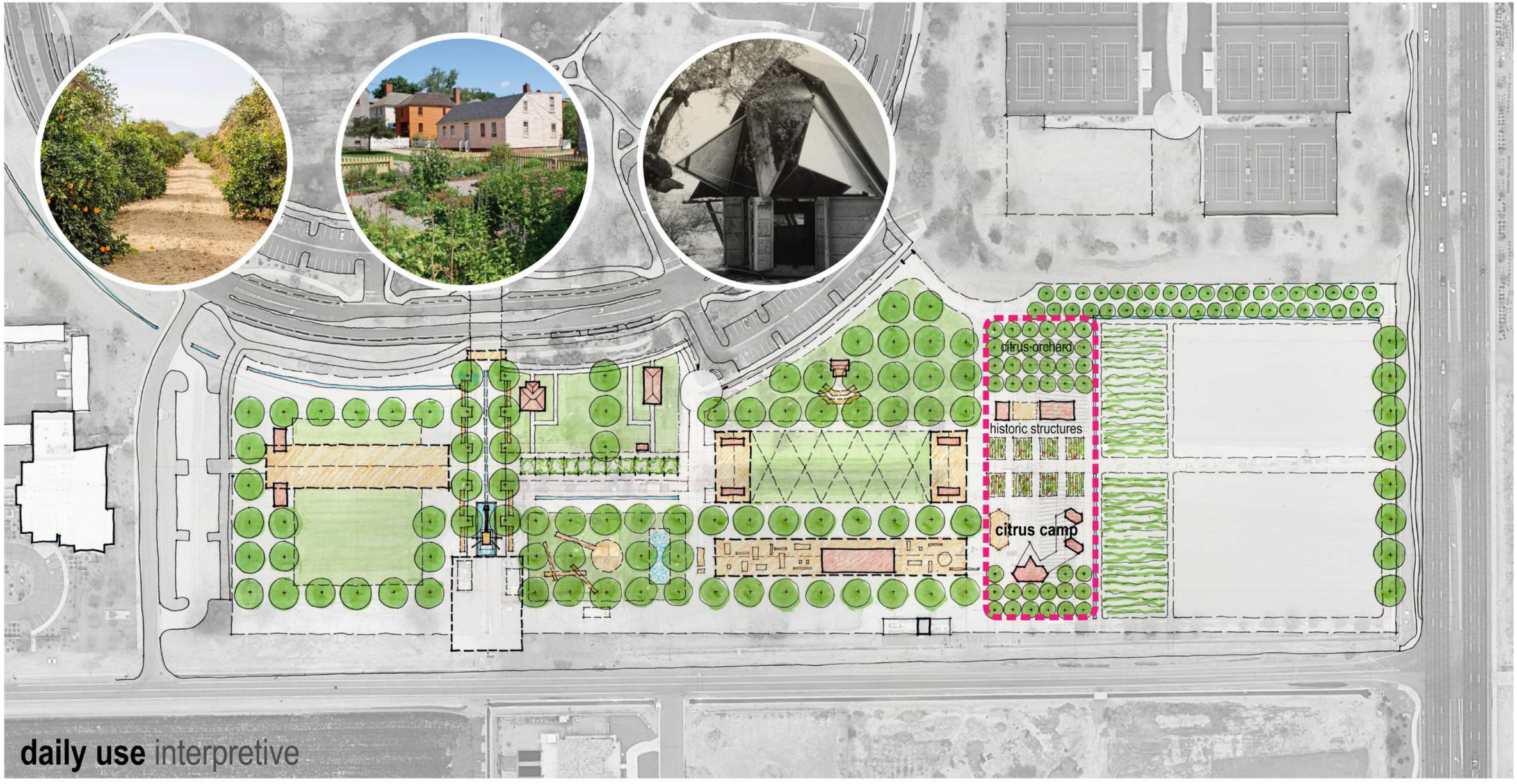


interpretive innovation



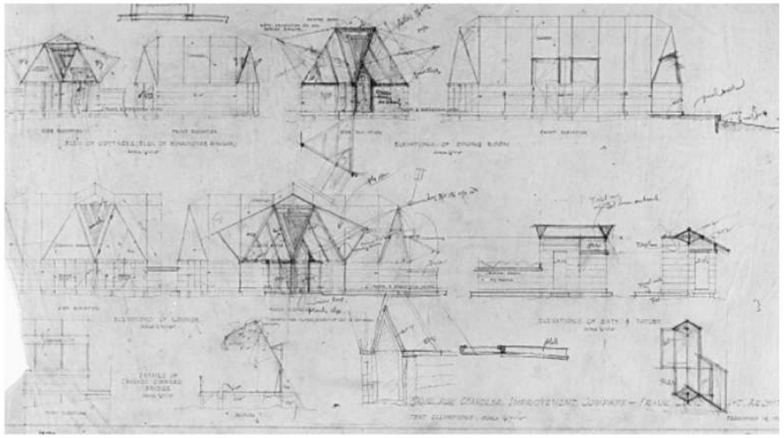
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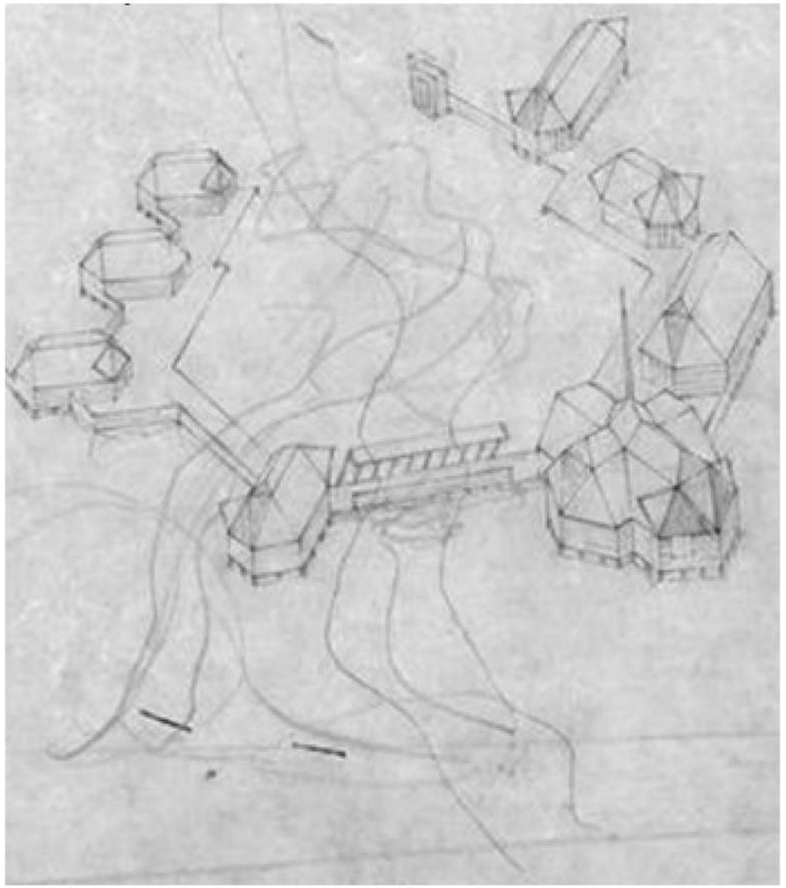
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site master plan

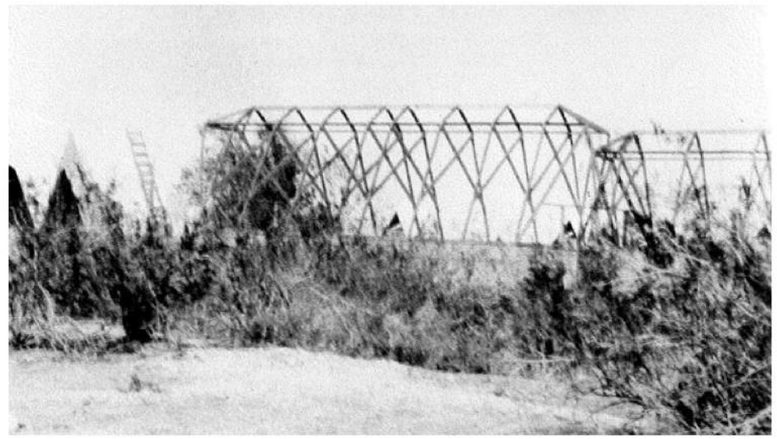
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interpretive citrus camp



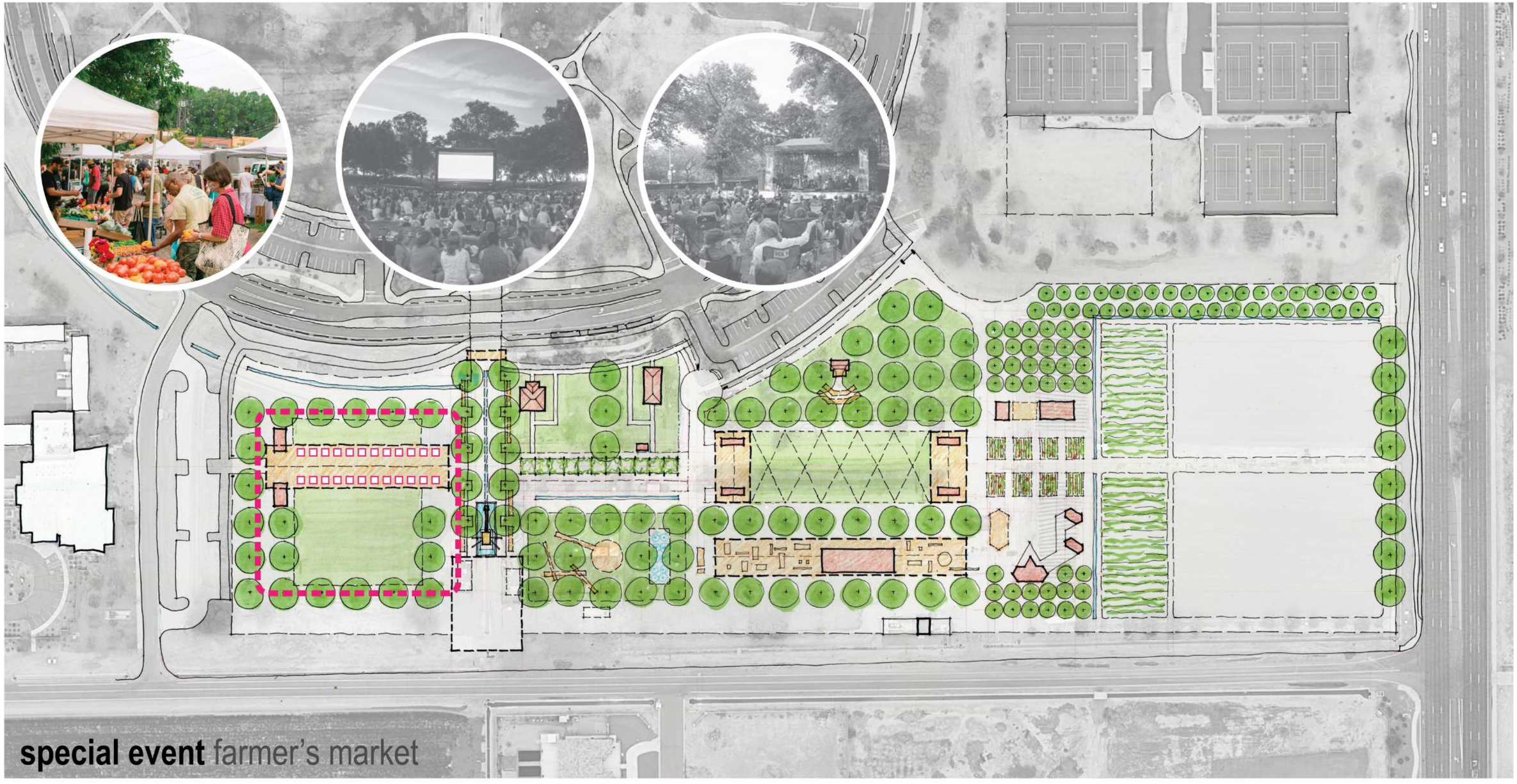






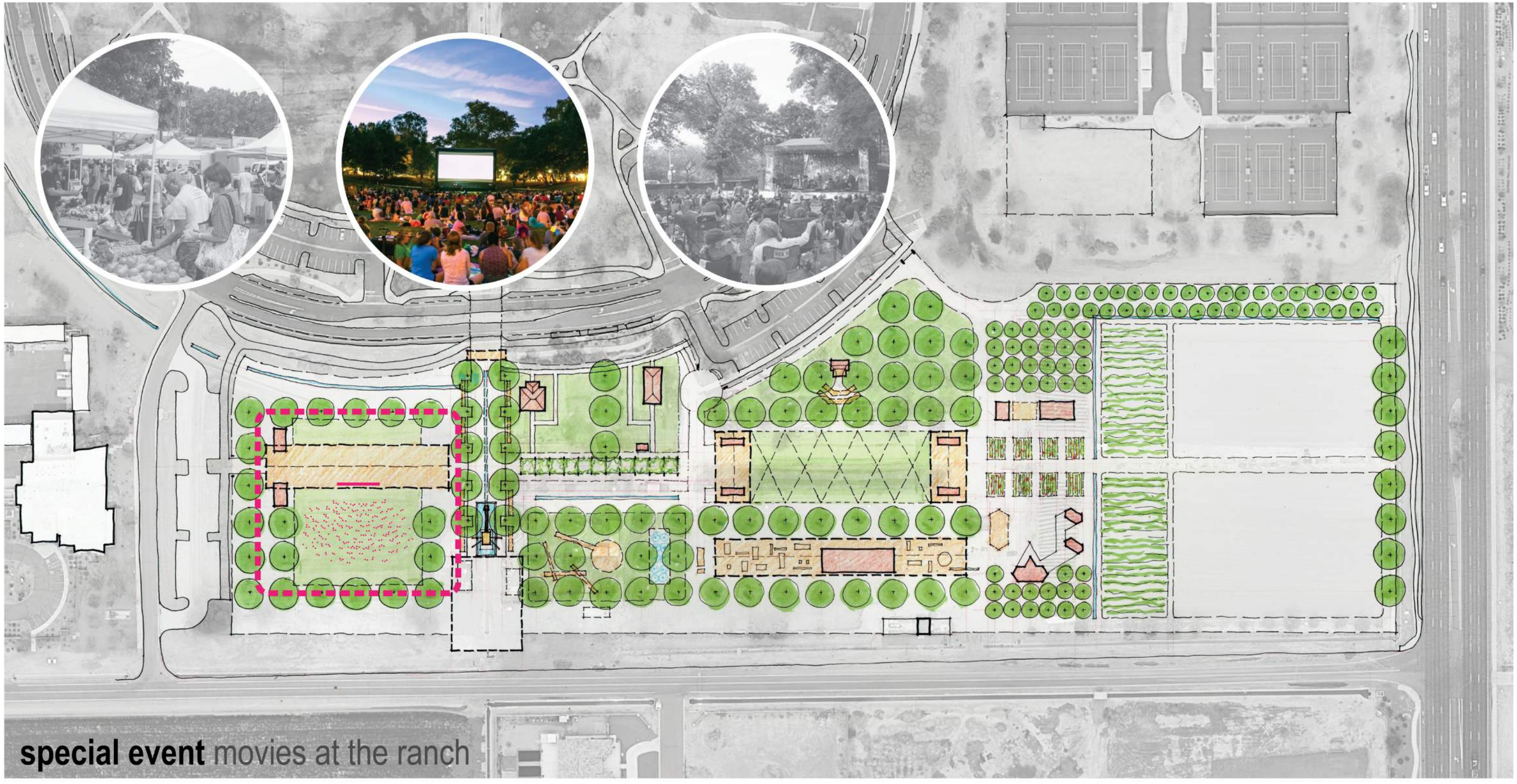


interpretive innovation



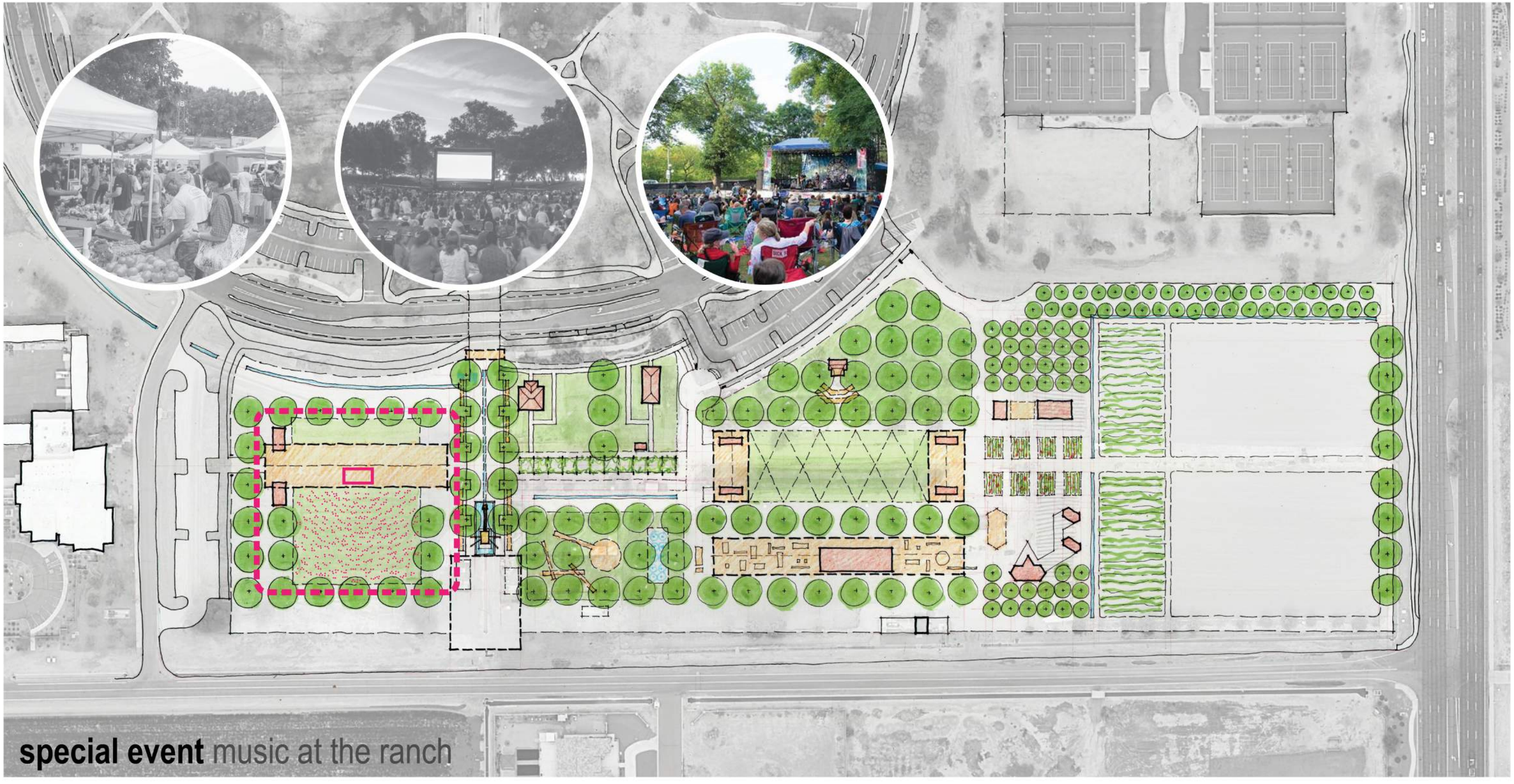
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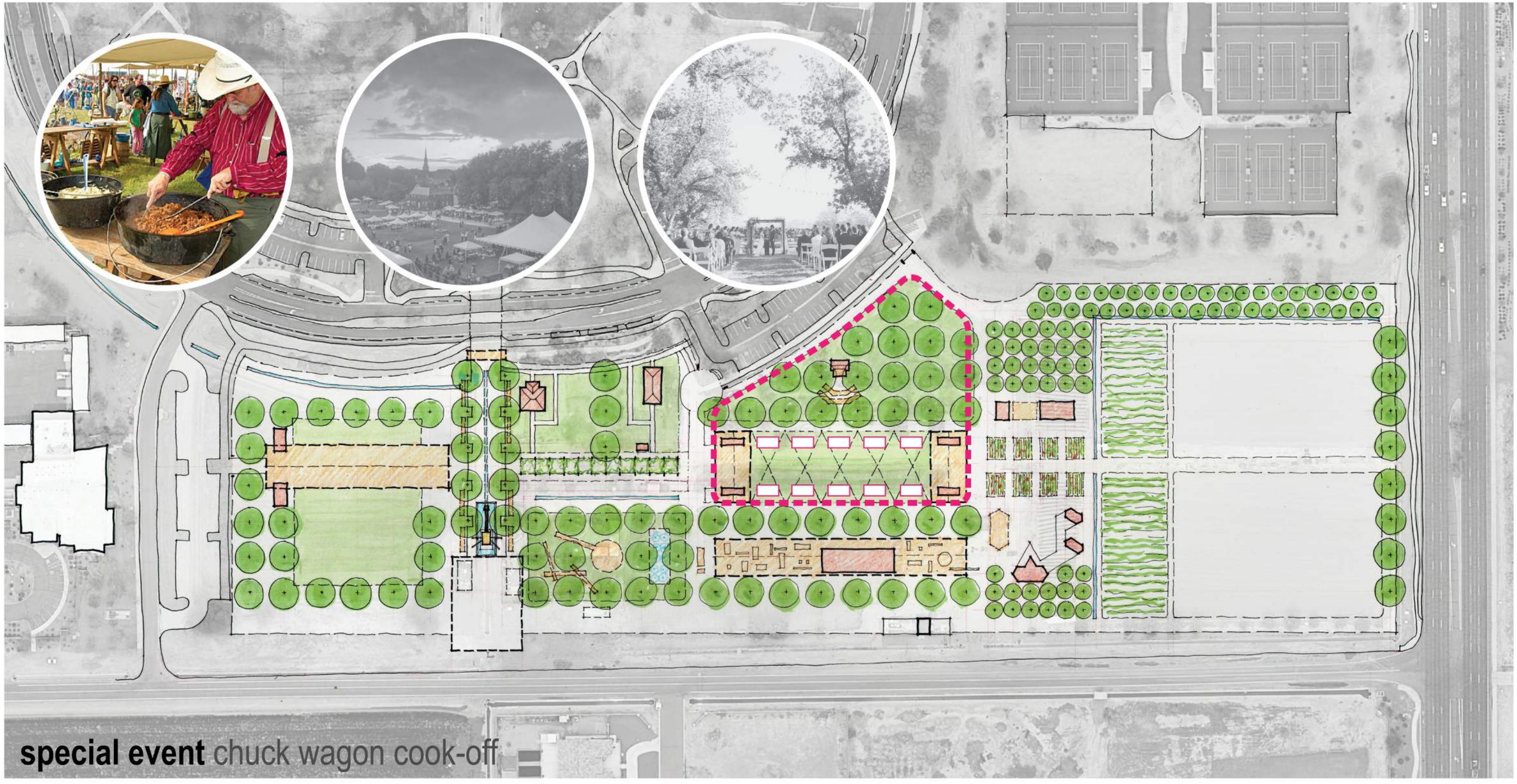
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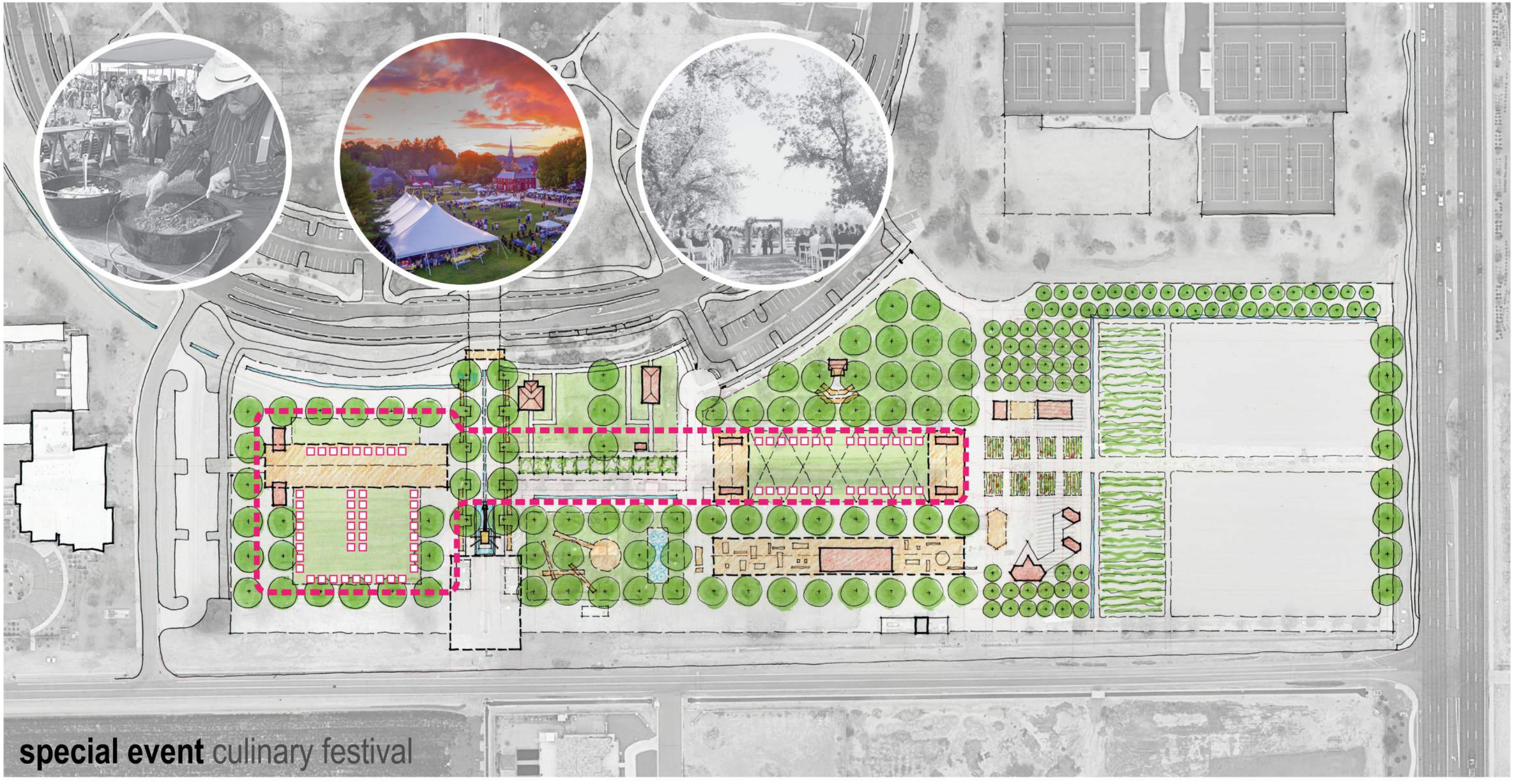
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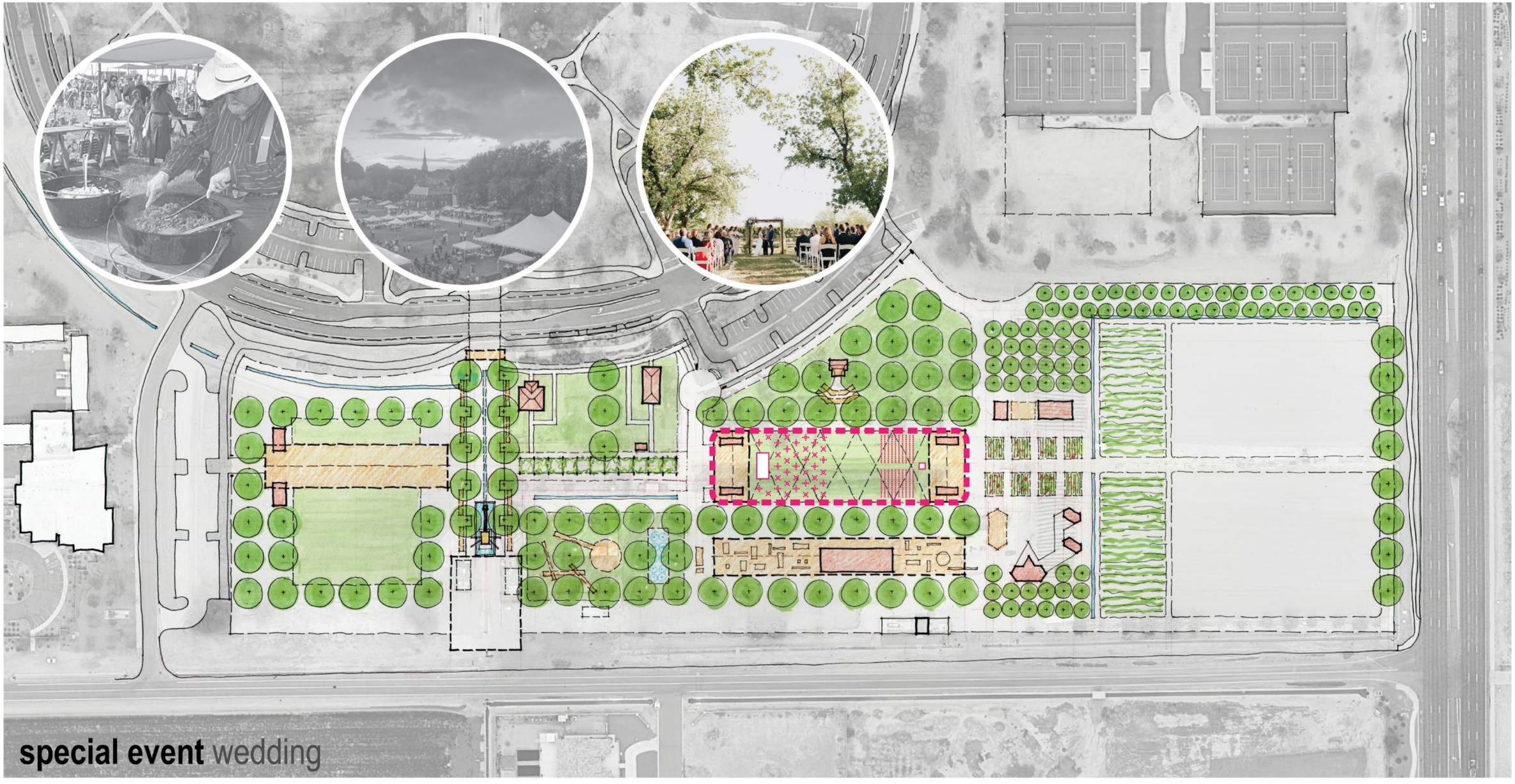
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Master Plan for The Ranch at Tumbleweed Park
Project Budget & Implementation Strategy

Project Budget

The Project Cost Estimate is based on the 2023 Master Plan and is organized in a series of site zones to allow for implementation over multiple phases. The Project Cost Estimate is as follows:

General Site Improvements: (Grading, Infrastructure, and Trees)	$ 1,125,000
Zone A - **The Barn**	$ 4,977,500
Zone B - **The Water Promenande**	$ 1,055,625
Zone C - **The Farmhouse**	$ 1,330,313
Zone D - **The Twin Barns**	$ 3,946,250
Zone E - **The Treehouse / Adventure Play**	$ 1,625,000
Zone F - **The Innovation Shed**	$ 4,503,125
Zone G - **The Citrus Camp**	$ 2,300,375
Zone H - **The Farm**	$ 312,500
Total - All Zones	**$ 21,175,688**

Phasing Plan

The Ranch at Tumbleweed Park is planned to have four phases as follows:

Phase 1 - **General Site Improvements & 30% Design All Phases**	$ 1,425,760
Phase 2 - **Zones B, C, & D**	$ 6,237,205
Phase 3 - **Zones A, E, & F**	$ 10,939,041
Phase 4 - **Zones G & H**	$ 2,573,682
Total - All Phases	**$ 21,175,688**

Implementation Strategy

The Ranch at Tumbleweed Park is planned to have a multi-phased improvement plan to create a vibrant cultural destination that supports daily activities for Chandler residents as well as special events. Proposed project phasing is as follows:

FY 2023 - 2024:
Funded design costs for Zone B - The Water Promenade, Zone D - The Twin Barns, Zone E - The Treehouse / Adventure Play, and General Site Improvements to include grading, planting of trees, and a pedestrian pathway with historical interpretive signage.

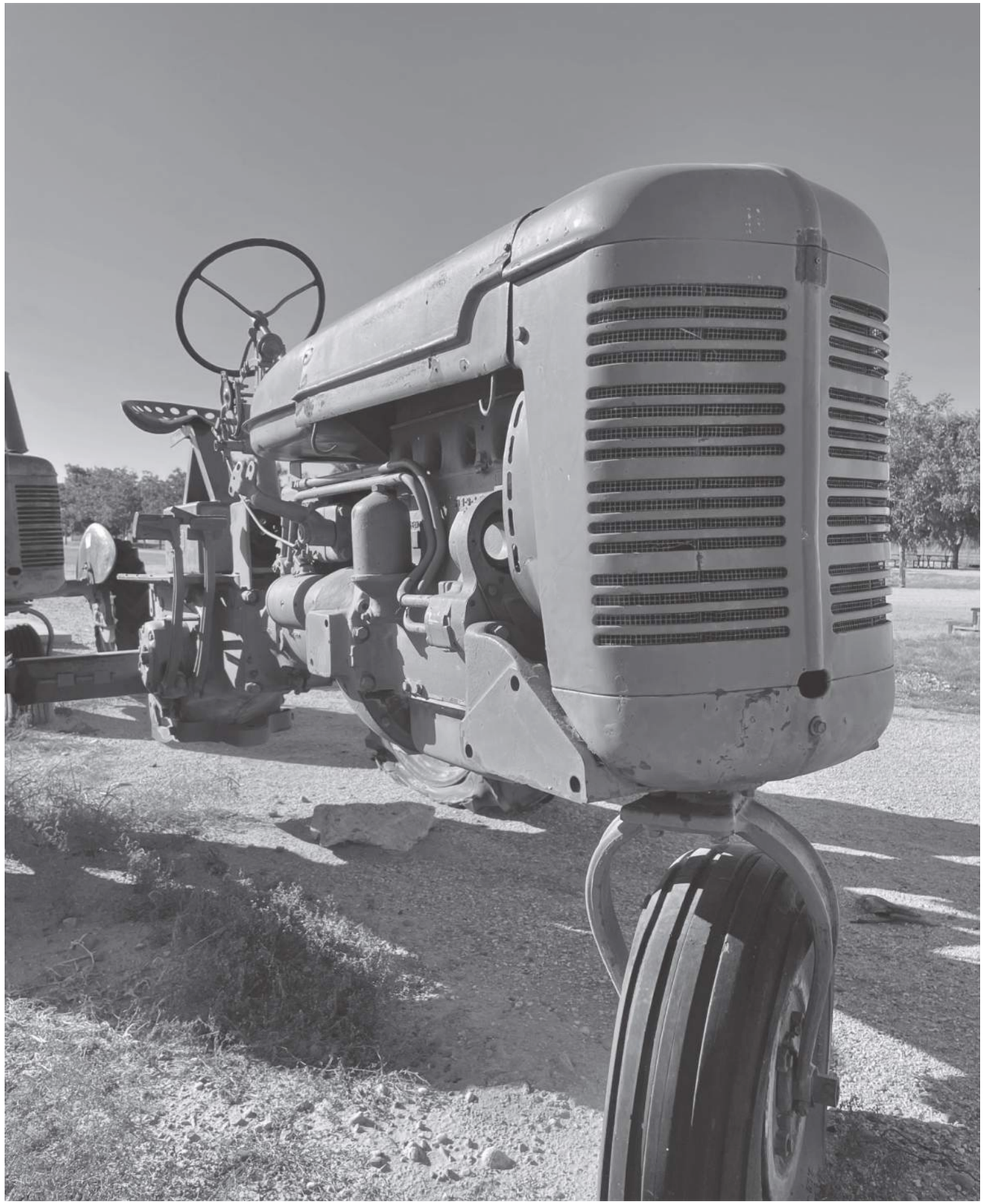
FY 2025 - 2026: Design & Construction of Zone C - The Farmhouse

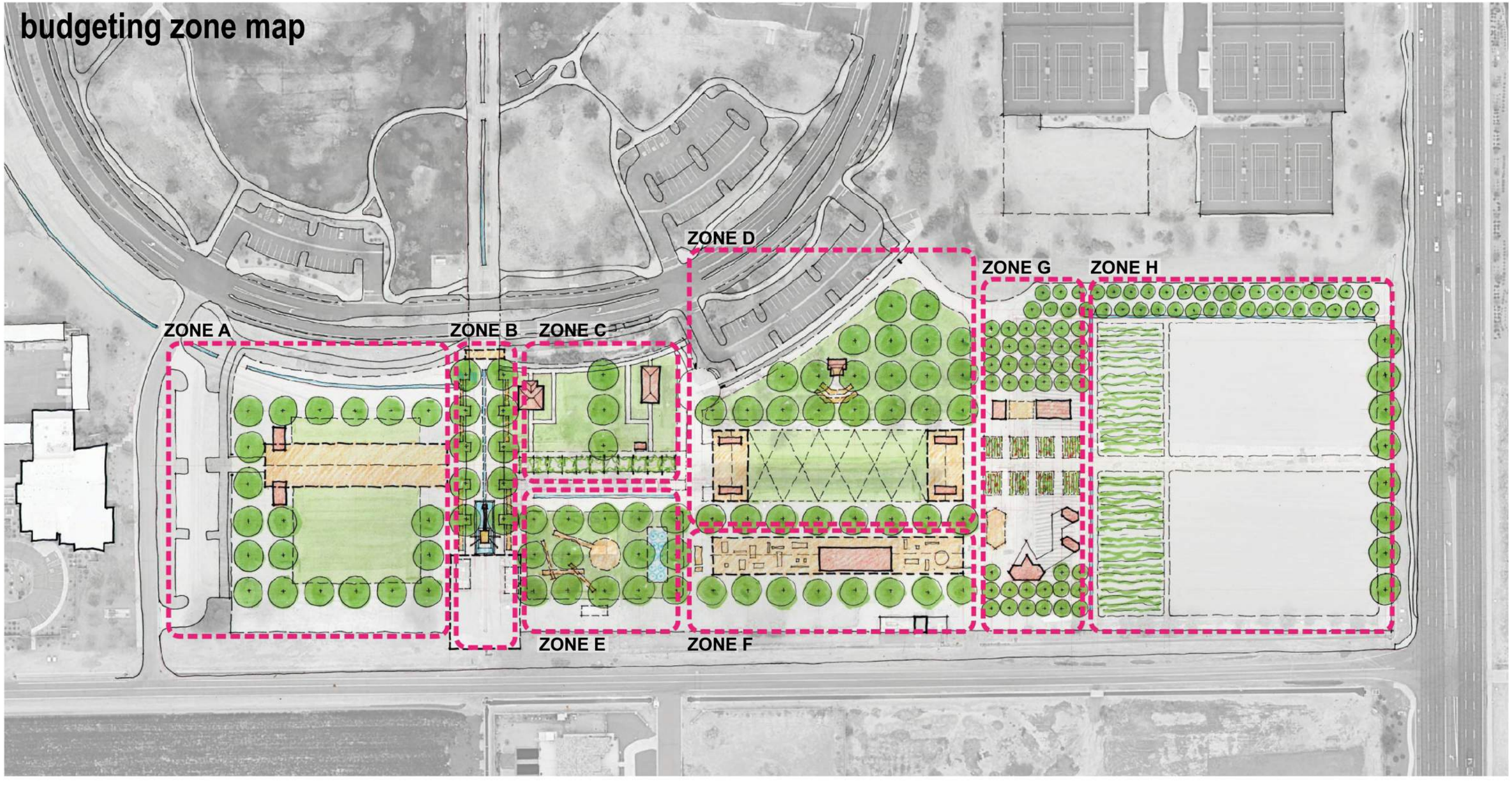
FY 2026 - 2027: Final Design & Construction of Headwaters and Twin Barns

FY 2027 - 2028: Final Design & Construction of Zone E - The Treehouse / Adventure Play

FY 2028 - 2029: Final Design for Zone F - Innovation Shed and Zone A - The Barn

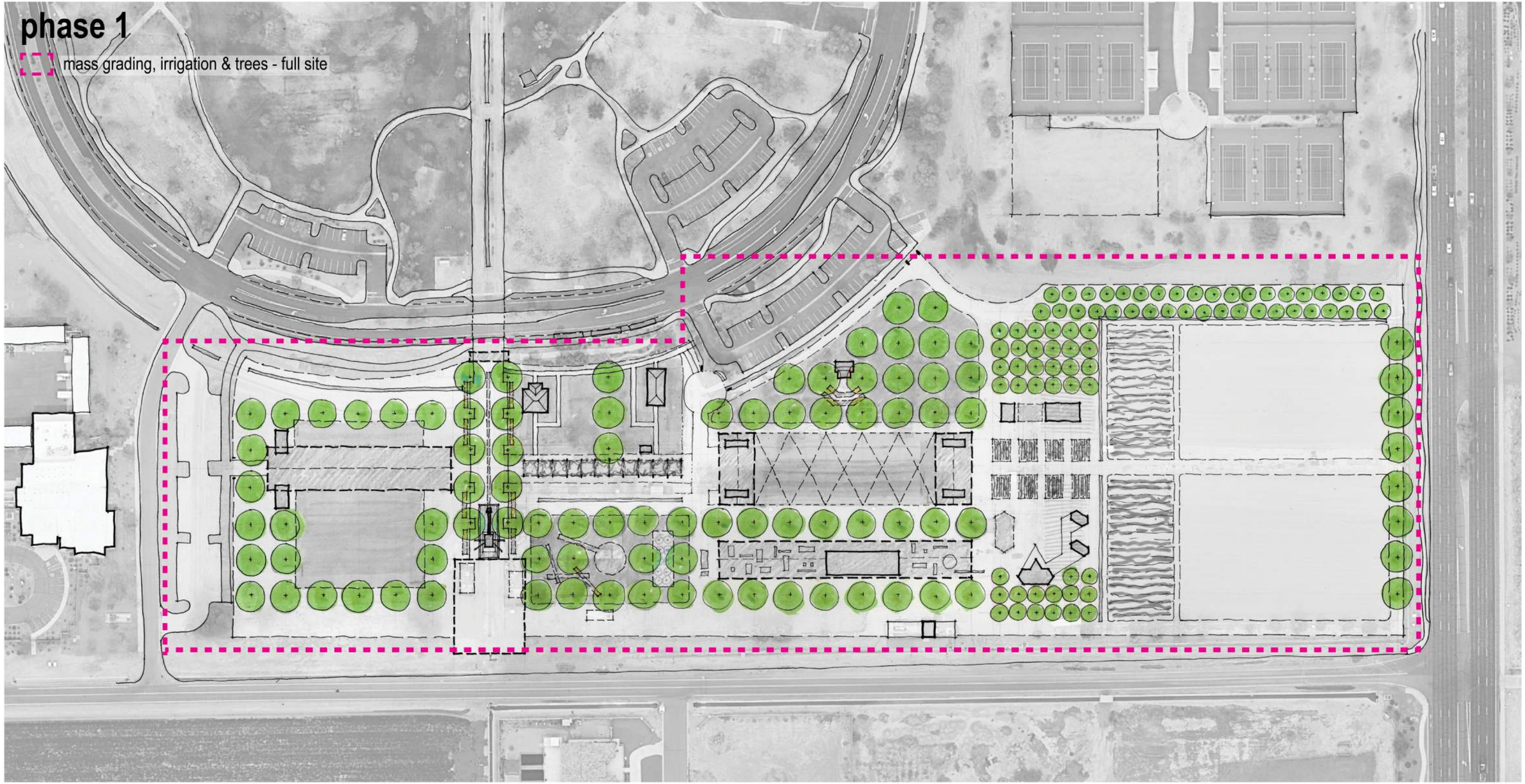
FY 2029 - 2030: Construction of Zone F - Innovation Shed and Zone A - The Barn





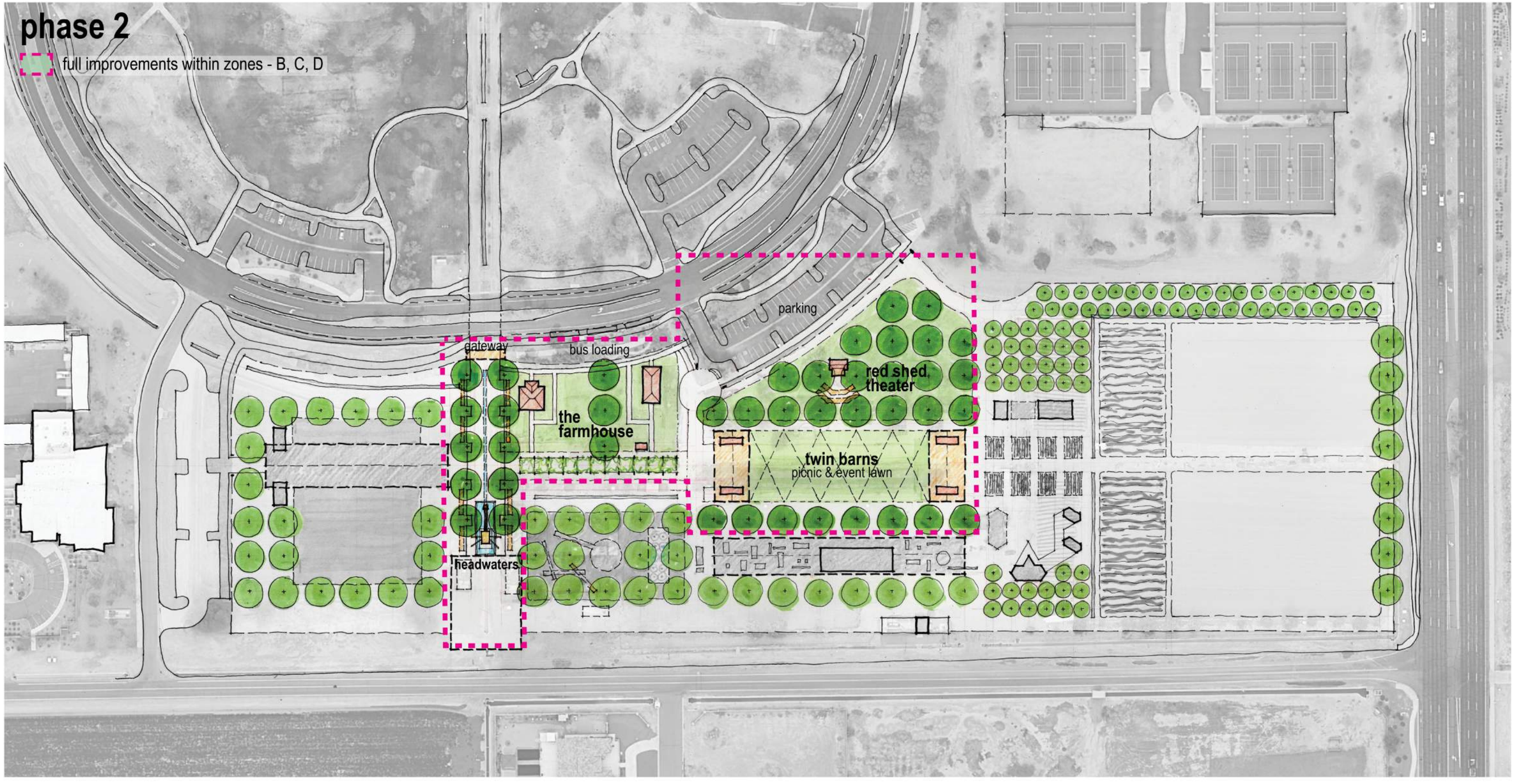
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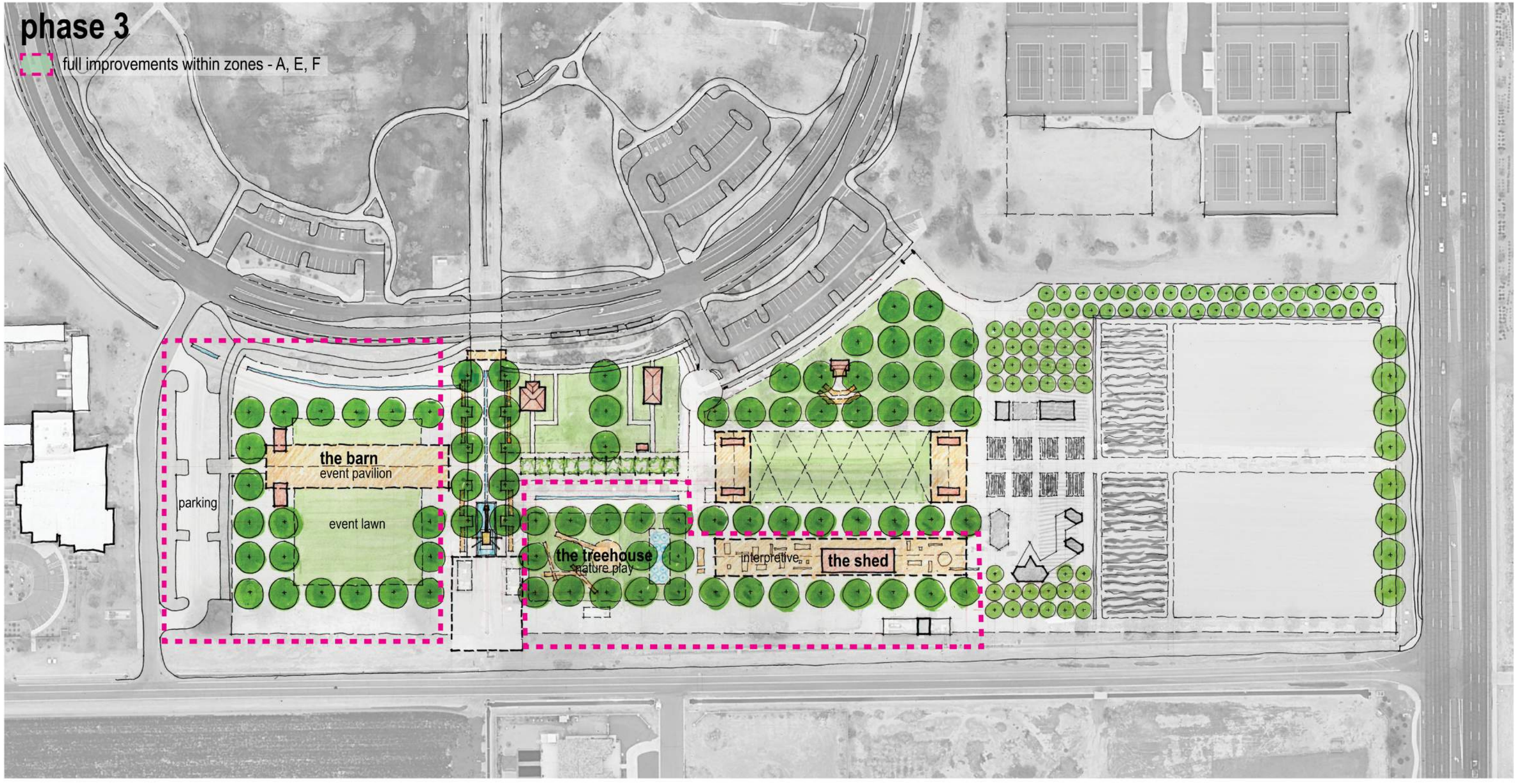
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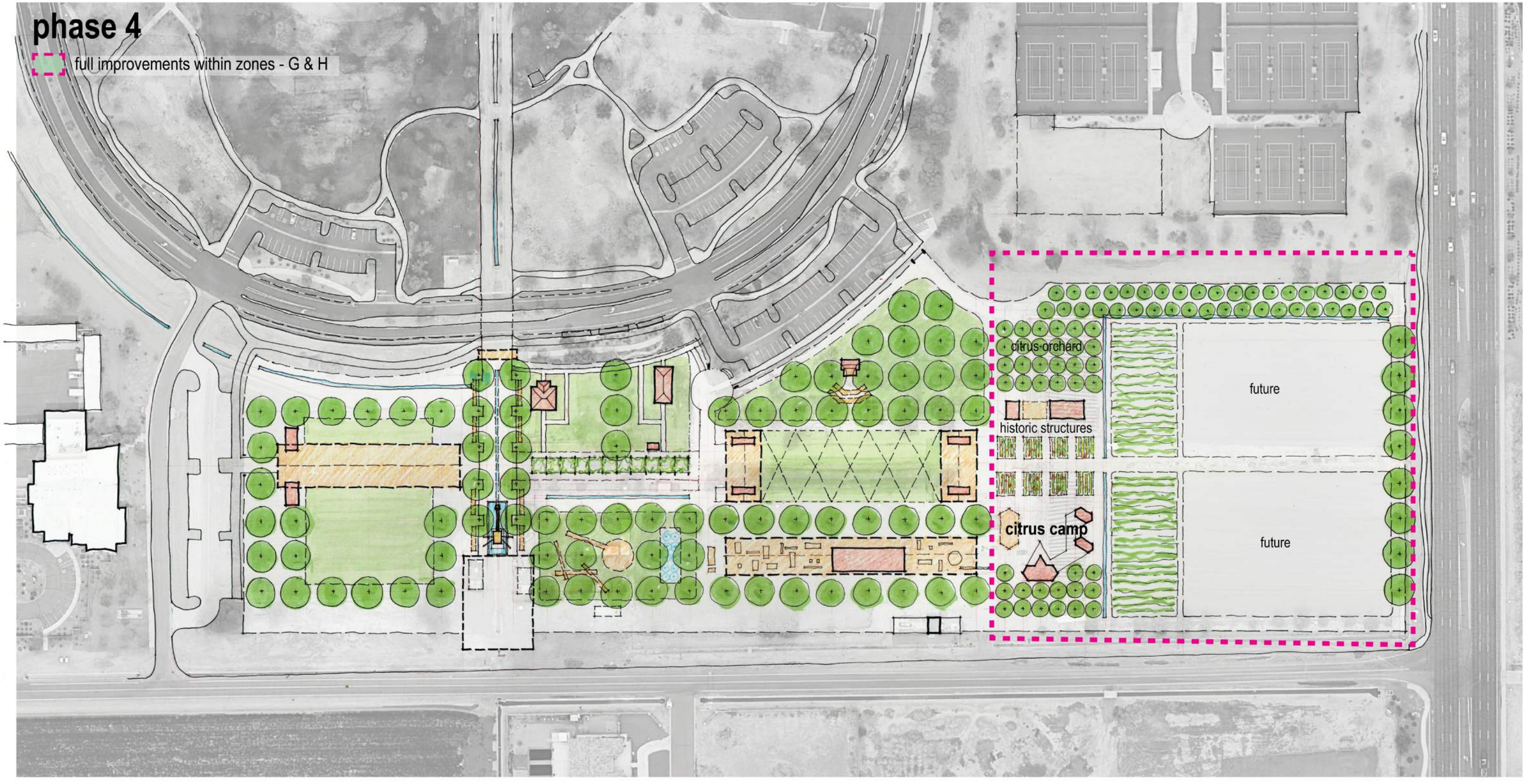
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site master plan

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City Council Memorandum Cultural Development Memo No. CP25-009

Date: August 15, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kim Moyers, Cultural Development Director
Daniel Haskins, Capital Projects Division Manager
From: Rachel Marx, Engineer
Subject: Professional Services Agreement with Dig Studio, Inc., for the Dr. A.J. Chandler Park Renovation Phase 1 Design Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. CA2402.201 to Dig Studio, Inc., for the Dr. A.J. Chandler Park Renovation Phase 1 Design Services, in an amount not to exceed $1,478,376.

Background/Discussion:

Dr. A.J. Chandler Park is centrally located in Downtown Chandler, providing a destination for Chandler residents to enjoy and a venue for many of the City's signature events and festivals, including the Tumbleweed Tree Lighting and a weekly farmer's market. The park was last renovated in 1986. Over the past 30 years, the downtown has seen significant growth with the addition of multi-family, office, and retail development expanding out in virtually all directions from the historic square. Dr. A.J. Chandler Park has also seen an increase in special events and entertainment, reaching over 100 events per year. As a result, a new Master Plan was completed in 2017. Through extensive outreach and stakeholder involvement, numerous improvements to the park were identified, including enhancements to the special events areas, a safer crosswalk at Arizona Avenue, installation or removal of failing infrastructure (water fountains, restrooms, landscaping/irrigation), electrical and power needs, and Americans with Disabilities Act (ADA) improvements.

An update to the Dr. A.J. Chandler Park Master Plan was completed in 2024 to

ensure it remained aligned with current needs and priorities. The update confirmed and addressed a variety of concerns from the 2017 Master Plan while outlining a phased approach for improvements. Phase 1 Improvements include the removal of end-of-life water features, increased shading for passive and active uses, updated landscaping and irrigation, activation of the east side of the park, comfortable areas for seating and gathering, new restrooms, enhanced event and programming space, and an improved crossing at Arizona Avenue, all while maintaining existing parking.

Staff presented the updated Master Plan during a City Council Work Session on May 9, 2024. City Council directed staff to move forward with the complete design of Phase 1, minimize costs where appropriate, and plan for construction funding.

This agreement includes services for the design, permitting, and construction documents for the Phase 1 improvements, consisting of approximately 2.3 acres of Dr. A.J. Chandler Park. The project scope of work consists of demolition design for existing pavements, water features and structures; design of new decorative hardscape plazas; public art relocation; and addition of extensive shade tree infrastructure, including below-ground soil improvements, event lawns, seasonal plazas with social activities, seating and site furniture, park lighting, power, and Wi-Fi infrastructure. These improvements may include, but are not limited to, two canopies flanking the Arizona Avenue crosswalk, storage rooms, one new restroom building, and two park pavilions. The agreement completion time is 434 calendar days following Notice to Proceed.

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 Design Services. Staff recommends approval of this agreement with Dig Studio, Inc., based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Financial Implications:

The Council-approved Capital Improvement Program (CIP) FY 2020-2029 allocated funding for the design and construction of Dr. A. J. Chandler Park Phase 1 in the amount of $750,000 in FY 2023-24 and $10,000,000 in FY 2025-26.

Fiscal Impact

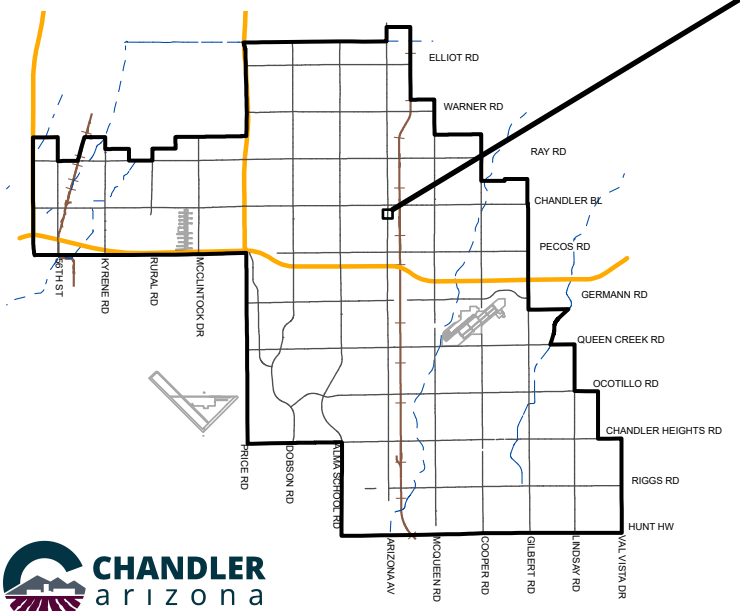
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.4320.5219.0.6CA650	Gen Govt Capital Projects	Dr. A.J. Chandler Park	$728,746	Y
420.4580.5210.0.6PR530	Park Bonds	Existing Comm Park Imprv/Repairs	$749,630	Y

Attachments

Location Map

Agreement





DR. A.J. CHANDLER PARK RENOVATION PHASE 1 PROJECT NO. CA2402.201

MEMO NO. CP25-009

PROJECT AREA

CHANDLER arizona

NTS

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PROFESSIONAL SERVICES AGREEMENT
Design Services
DR. A.J. CHANDLER PARK RENOVATION PHASE 1
Project No. CA2402.201
Council Date: August 15, 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 **Dig Studio, Inc.**, a Colorado corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide **Design Services** for **Dr. A.J. Chandler Park Renovation Phase 1** 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 **434** 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 **$1,478,376** 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: Rachel Marx**,** Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3354 Email: rachel.marx@chandleraz.gov	
To Consultant:	**LEGAL COMPANY NAME:**	Dig Studio, Inc.
	Mailing Address:	1521 15th Street, Denver, CO 80202
	Physical Address:	1521 15th Street, Denver, CO 80202
	Statutory Agent Name:	Jay Hicks, PLA
	Statutory Agent Mailing Address:	3003 N. Central Ave., Suite 800 Phoenix, AZ 85012
	Statutory Agent Physical Address:	3003 N. Central Ave., Suite 800 Phoenix, AZ 85012
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Brandon Sobiech, PLA
	Title:	Principal
	Phone:	602-595-4101
	Email:	brandon@digstudio.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"
DIG STUDIO, INC.

Signature Date 7/10/24

Brandon Sobiech, PLA
Print Name

Principal, Landscape Architect
Title

brandon@digstudio.com
Signer Email Address

EXHIBIT “A”
SCOPE OF SERVICES/SCHEDULE

AJ CHANDLER PARK: DESIGN SERVICES SCOPE OF SERVICES

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

1. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

1.1 Consultant will provide services for the design, permitting, and development of construction documents for the development of 2.3 Acres, Phase 1, of Dr. A.J. Chandler Park located at 3 S. Arizona Ave., Chandler, Arizona, all as more specifically described herein below.

1.2 The park design may include, but not be limited to, demolition of existing pavements, water features, and structures. Design of new decorative hardscape plazas, relocated and new public art, extensive shade tree infrastructure including below ground soil improvements, event lawns, seasonal plazas with social activities, seating and site furniture, park lighting, park power and wifi. The architectural improvements may include: Two innovation canopies (of the same design) flanking the Arizona Avenue crosswalk, storage rooms, (1) new restroom building, two park pavilions (of the same design). A more detailed description of scope area and design components is included herein as part of Exhibit A.

1.3 The project design budget is **$1,478,376.** The construction, furnishing and equipping budget is assumed to be $12,643,000 *(roughly 17,500,000 Project Costs)* based on discussions with the client team regarding desired limit of work and amenities within scope.

1.4 Consultant will provide all design services for the Project including, but not limited to, landscape, civil, mechanical, architectural and electrical engineering services.

1.5 Project Scope Diagram: SEE APPENDIX

2. ASSIGNMENT:

2.1 The design Agreement has been awarded to an architect based on their proposed personnel and specified consultants. Any deviations or substitutions of these team members must be pre-approved in writing by City. Those persons listed in Exhibit B will perform those portions of the work listed therein.

3. PROJECT SCHEDULE:

3.1 Consultant must perform the services within the times set forth in the Production Schedule included herein **(Exhibit B)** and made a part hereof by reference:

a. Task Duration of (62) weeks starting August 19th, 2024 and concluding October 10th, 2025. Subject to change depending on timeliness of City Review periods and response time for decision making.

3.2 Consultant must adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of City. Consultant must revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. Consultant must take all reasonable actions necessary to get the project back on schedule and City will cooperate to assist Consultant.

4. QUALITY CONTROL:

4.1 Consultant must institute and comply with the Design Quality Control Plan attached hereto and made a part hereof by reference.

5. PRELIMINARY RESEARCH:

5.1 As and for preliminary research before preparing the project design, Consultant will:

a. Perform a Document Search for utility as-builts.
b. Perform a Document search for rights-of-way.
c. Perform a Document search for survey ties and benchmarks.
d. Perform a Document search for City policies, regulations, standards, design manuals, and requirements, etc. relevant to project.
e. Research and/or obtain geotechnical reports and investigations, master plans, computer model data and field surveys.
f. Research all utility companies/agencies and acquire all available as-built and utility records.
g. Investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished by City.
h. Consultant must provide a survey of the project area that includes complete topographical and property data of the immediate site. Design must utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans. Clearly define the benchmark location and elevation that will be utilized for construction of this facility.

6. UTILITY/AGENCY COORDINATION:

6.1 Coordination with utility companies and agencies must be in accordance with the latest version of the “Public Improvement Project Guide” (PIPG).

6.2 Consultant must identify utility conflicts during the initial stages of the design process.

6.3 Consultant must coordinate the design and installation of the utilities, which includes, but is not limited to, services for electric, communications, water, storm drainage, irrigation and sanitary systems, etc.

6.4 Easements for these utilities must be identified early in the design stage of the project and necessary information provided to City's Real Estate Department to allow City to complete acquisition during the design phase.

6.5 Engineers employed by Consultant must provide the legal descriptions for the natural gas and electrical service easements.

6.6 Consultant must submit preliminary plans, specifications, and design calculations to utilities/agencies for review and use during their design for their service improvements or any necessary relocations.

6.7 Consultant must conduct utility meetings to coordinate relocations with utility/agency and establish relocation schedules.

6.8 Consultant must follow-up with the final design submittal for utility construction and coordination with the bid documents.

6.9 Consultant must incorporate the utility/agency private developer construction requirements into the bid documents.

7. GEOTECHNICAL INVESTIGATION:

7.1 Consultant must perform all soil and pavement borings necessary to complete their work.

7.2 Sub-surface soil conditions, established by the geotechnical investigations, must be incorporated into the bid documents in a manner usable to the excavation and foundation bidding and construction.

8. PROGRAMMING:

8.1 Consultant must meet with City staff to ascertain the requirements of the Project and will arrive at a mutual understanding of such requirements.

8.2 Consultant must perform a total of three **(3)** Public Information meetings. These will include preparing exhibits, facilitating discussions and documenting meeting information exchange. The exhibits will include a simple site orientation plan, and one line building component plan(s). City will advertise and promote the meetings.

8.3 Consultant must facilitate six (**6)** "sub-committee" meetings to gather pertinent information from:

a. City Staff
b. Adjacent Businesses
c. Event Organizers

8.4 Consultant must prepare a "Program" which will include:

a. Establish construction budget
b. Complete documentation of site survey from preliminary work
c. Define new buildings space needs
d. Define new building space requirements and amenities necessary to accommodate planned activities in each space
e. Define site requirements
f. Create a matrix of spaces, sizes and amenities

8.5 Based on the mutually agreed-upon program, schedule and construction budget requirements, Consultant must prepare, for approval by City, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of the Project components.

9. SCHEMATIC DESIGN (30% Document Review):

9.1 When the design is approximately thirty percent complete, Consultant must do the following:

a. Prepare a design concepts for various components of the phase 1 design, which depict the size and orientation of the project elements in relation to one another.
b. Present initial concepts to City and its representatives (to potentially include a contractor). Staff will collaborate with designers to manipulate the plans and mutually decide on the best scheme.
c. The final scheme must incorporate City's comments (and potentially a contractors' comments) and be cleaned up for reference and presentation to City Council if requested.
d. Attend a City Council meeting and brief City Council, which will include preparing exhibits, rendering(s), computer graphic "fly-around", displaying and explaining such exhibits etc., to City Council and public while documenting meeting information exchange.
e. Attend any other City Board meeting and brief the Board, which will include preparing exhibits, renderings, computer graphic "fly-around", displaying and explaining such exhibits, etc., to Board members while documenting meeting information exchange.
f. Prepare vertical sections across the site and through the building.
g. Prepare single line elevation drawing(s) and a perspective sketch of the exterior.
h. Complete a drainage analysis and provide solutions to mitigate the runoff.
i. Identify all necessary offsite improvements such as: streets, utilities, irrigation, etc., and depict the scope in a schematic design plan.
j. Submit the project to City for a Development Standards review.
k. Prepare a construction cost estimate for verification with the budget and re-design as necessary to re-align the design with the construction budget.
l. Submit to City's Project Manager for comment two complete drawing sets with drainage & structural calculations, one of which must be reproducible.

Dig Studio 30% Drawing deliverables will include:

- **Site Plan / Materials Plan:** Provide Schematic Design layout for pedestrian hardscape and planting areas including pool layout and program.
- **Sections/Elevations:** Provide Design Development level sections and elevations to illustrate design intent.
- **3d Study Model:** Dig Studio will coordinate the overall 3d study model and present it for review by the Client.
- **Planting Plan:** Provide Schematic Design level layout for planting areas, identifying plant locations and species.
- **Preliminary Details:** Provide preliminary construction details for all planting and hardscape elements.
- **30% Cost Estimate:** Dig Studio will compile and coordinate the project 30% estimate of probable construction costs. Cost to budget comparison may adjust the program to be included within 60% drawings.

Dig Studio Sheets for Inclusion in Preliminary Site Plan Review Application (24"x36" Sheets):

- Planning Application
- Letter of Explanation (Project Narrative)
- Site Plan (Black and White CAD, In coordination with WP and LF)
- Rendered Site Plan
- Landscape Plan (Black and White CAD)

Preliminary Site Plan Review Application Sheets prepared by Team (24"x36" Sheets):

- Blackline Building Elevations (LF)
- Preliminary Grading and Drainage Plans (WP)

10. DESIGN DEVELOPMENT (60% Document Review):

10.1 Based on the approved Schematic Design Documents and any adjustments authorized by City in the program, schedule or construction budget, Consultant must prepare, for approval by City, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. When the design is approximately sixty percent (60%) complete, the Consultant must do the following:

a. Allow and invite the Owner's Representative to attend the regular weekly design coordination meetings.
b. Develop a site plan. Design must utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans.
c. Collaborate with City to define their requirements for building systems.
d. Create an outline specification.
e. Prepare plans, elevations, sections, schedules and notes as required to fix and describe the project as to civil, architectural, structural, mechanical, electrical, and special systems.
f. Perform code reviews and implement requirements into the design documents.

g. Consultant is required to review and complete the City's Constructability Review Checklist. All applicable checklist items are required to be incorporated in the design documents.
h. Value Engineer the design cooperatively with the entire design team and City's representatives. This effort will occur as early as effectively possible and consist of a focused meeting addressing: relationships of components, construction materials, and building systems.
i. Prepare a construction cost estimate for verification with the budget. Re-design as necessary to re-align the design with the construction budget.
j. Present a second briefing to Board that will include preparing exhibits, renderings, computer graphic "fly-around", briefing Board members while documenting meeting information exchange.
k. Conduct a full document set (plans & specs) review in the presence of all consultants and City's representatives and any other stakeholders.
l. Submit once to City's Project Manager for comment two complete drawing sets, specifications, drainage & structural calculations, one of which will be reproducible. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.
m. Schedule review meeting with plan check staff to discuss review comments. Clarify with the plan check staff what the design challenges are and decide the method in which they will be resolved.

Dig Studio 60% Design Document deliverable will include:

- **Site Plan / Materials Plan:** Provide Design Development level layout for pedestrian hardscape and planting areas.
- **Sections/Elevations:** Provide Design Development level sections and elevations to illustrate design intent.
- **3d Study Model:** Dig Studio will coordinate the overall 3d study model and present it for review by the Client.
- **Planting Plan:** Provide Design Development level layout for planting areas, identifying plant locations and species that conform to City of Chandler Landscape Standards.
- **Fine Grading Plan**: Provide grading plan for park features and hardscape areas within the park scope of work to be coordinated with Civil Engineer.
- **Details:** Provide Design Development level construction details for all planting and hardscape elements.
- **60% Cost Estimate:** Dig Studio will compile and coordinate the overall project 60% estimate of probable construction costs. Cost to budget comparison may adjust the final design documents.

11. CONSTRUCTION DOCUMENTS (90% Document Review):

11.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by City, Consultant must prepare, for approval by City, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction

of the Project. When the design is approximately ninety percent (90%) complete Consultant must do the following:

a. Prepare plans, elevations, sections, schedules, notes and specifications as required to be able to bid and construct the project in its entirety.
b. Cover sheet to be provided by City on diskette (AutoCAD 2004).
c. Provide City of Chandler with a copy of the AutoCAD files. Each building system must be "layered" so as to be able to isolate trades or engineering from architectural components or vice versa.
d. Conduct a full document set (plans & Specs) review in the presence of all consultants and City's representatives.
e. Provide document coordination of work performed by separate contractors or by City's own forces (i.e.: systems furniture or exercise equipment provisions & installation, etc.).
f. Prepare a construction cost estimate for verification with the budget. Re-design as necessary to re-align the design with the construction budget.
g. Prepare bid alternates as necessary to assure budget can be met.
h. Submit to City's Project Manager for comment two complete drawing sets, specifications, drainage & structural calculations, one of which will be reproducible. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.

Dig Studio deliverables will include:

- **Demolition Plan:** Provide plan for demolition and removal of existing park of existing park planting, hardscape, and other features as needed to prepare site for new park improvements – coordinated with Civil Engineer.
- **Layout Plan:** Provide dimensioned layout plan for pedestrian hardscape, furniture and planting areas.
- **Planting / Hardscape Materials Plan:** Locate and specify hardscape and plant materials. Include plant schedule for planting areas that conform to City of Chandler Landscape Standards.
- **Fine Grading Plan**: Provide fine grading plan for areas of improvement within the park in coordination with Civil Engineer.
- **Details:** Provide construction details for planting and hardscape elements.
- **Specifications:** Provide specifications for landscape and hardscape elements within Dig Studio scope.
- **90% Cost Estimate:** Dig Studio will compile and coordinate the overall project 90% estimate of probable construction costs. Dig Studio will coordinate with the City of Chandler and the project CMAR to compare probable cost estimates with the project budget. Cost to budget comparison may adjust the final 100% design documents.

12. BID & AWARD (100% Documents):

12.1 Submit bid documents to Development Services for building permit. All plans, calculations and specifications will be stamped. The specifications will be 8-1/2" x 11" and in electronic format on diskette in Microsoft Word 98. Plans will be black line prints as well as on

diskette Auto CAD release 14 or R2000. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.

12.2 Pick-up plan review final comments and prepare stamped Mylar documents for reproduction. City will have the bid sets reproduced from these Mylar's.

12.3 Assist City in the preparation of the Bid Form.

12.4 Attend and participate at the pre-bid conference for the purpose of answering technical questions from potential bidders.

12.5 Assist City in the evaluation of "substitutions and or-equals" and make a recommendation to accept or decline.

12.6 Prepare addenda for review and approval by City. City will distribute.

12.7 If bids are 10% over or under the "engineers estimate", Consultant will be required to provide a detailed evaluation explaining differences. Then the documents will be modified and re-bid at no additional cost to City.

The Design Team Deliverables:

- Prepare Final PS&E addressing City of Chandler 90% review comments.
- 95% 1st Community Services Plan Review Submittal and Comment Response.
- 100% Final Community Services Plan Review Submittal (Permit Drawings)
- Confirm all permits and approvals are completed.

13. PERIOD OF SERVICE (MILESTONES):

13.1 Following receipt of a "Notice to Proceed" with the design work, Consultant must complete the design and have all documents ready for bidding within **434** calendar days of the date indicated on the Notice to Proceed.

13.2 Consultant must complete all services specified herein in accordance with the Production Schedule and progress milestones included in Exhibit B attached herein. In the event delays are experienced beyond the control of Consultant, the completion date may be extended as mutually agreed upon by City and Consultant.

Excluded Services (Not Included in Scope of Work)
The following are specific services that are excluded from Dig Studio's Scope of Work. If requested, these tasks shall be identified as such and billed at the current Billing Rate Schedule. Excluded Services shall include, but are not limited to the following:

A. ADDITIONAL GRAPHIC EXHIBITS OR DELIVERABLES: Additional Graphic Exhibits or Deliverables requested and approved by the Client **beyond those indicated in each stage of the Scope of Work above.**
B. FEES: Payment for governmental permits, application fees, processing fees, and plan check fees.
C. ADDITIONAL MEETINGS: Additional Meetings in excess of **those indicated in each stage of the Scope of Work above.**
D. THIRD PARTY ILLUSTRATIONS/RENDERINGS: Professional third-party marketing renderings, beyond Deliverables mentioned above as part of the Final Master Plan, **as requested and approved by Client.** Cost to include Dig Studio vendor cost and Dig Studio's labor for computer modeling and coordination plus administration fee.
E. SCALE MODELS: Scale models **as requested and approved for by Client.** Cost to include Dig Studio cost (either internal or subcontracted) and Dig Studio's labor to prepare model drawings and coordination plus administration fee.
F. ADDITIONAL SUBMITTAL REVIEWS beyond those listed.
H. CONSTRUCTION ADMINISTRATION: Construction Administration and Special Inspections are part of future proposal.
K. ENVIRONMENTAL ANALYSIS: Including hazardous materials identification or abatement

Dig Studio Billing Rate Table:
(See Attached Sub-Consultant proposals for Subconsultant Bill Rates)

Category	**Amount**
Sr. Principal	$ 230.00
Principal	$ 210.00
Sr/ Project Manager	$ 185.00
Sr. Landscape Architect	$ 160.00
Landscape Designer IV	$ 135.00
Landscape Designer III	$ 125.00
Landscape Designer II	$ 115.00
Landscape Designer I	$ 110.00

Attachments:
Attachment A1: AJ Chandler Project Schedule (DRAFT)
Attachment B1: Fee + Task Summary Table
Attachment B2: Dig Studio Detailed Hour Breakdown
Attachment C: Sub-consultant Scope and Fee Proposals as follows:

a. Lake Flato
b. Ardurra
c. BDA Design
d. Clanton Associates
e. Henderson
f. Ninyo Moore
g. Lokahi
h. Dry Utility Services
i. Biederman Redevelopment Ventures
j. Marc Taylor, Inc.

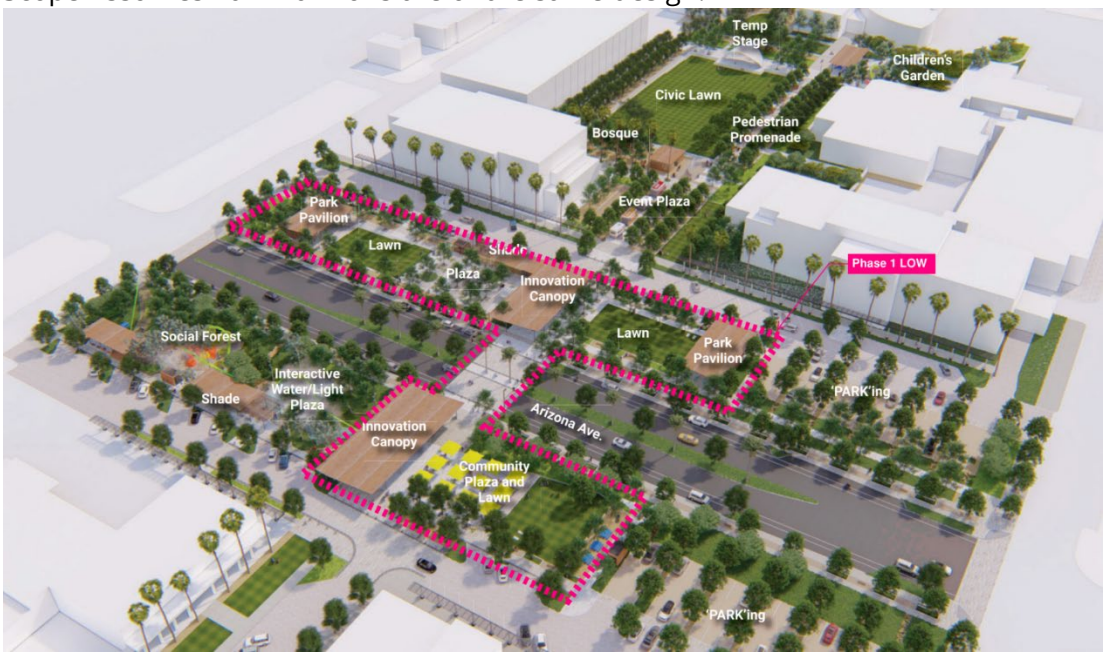
These fees are based on our current understanding of the project and desired scope of services. The remainder of the scope of work and associated fees to be executed by Dig Studio's sub-consultants are attached.

Sincerely,



Brandon Sobiech, PLA
Principal, Dig Studio, Inc.

Project Scope Diagrams: ~ 2.3 Acres.
Scope excludes Arizona Ave Streetscape and parking areas.
Scope Assumes Innovation Canopies are of the same design.
Scope Assumes Park Pavilions are of the same design.



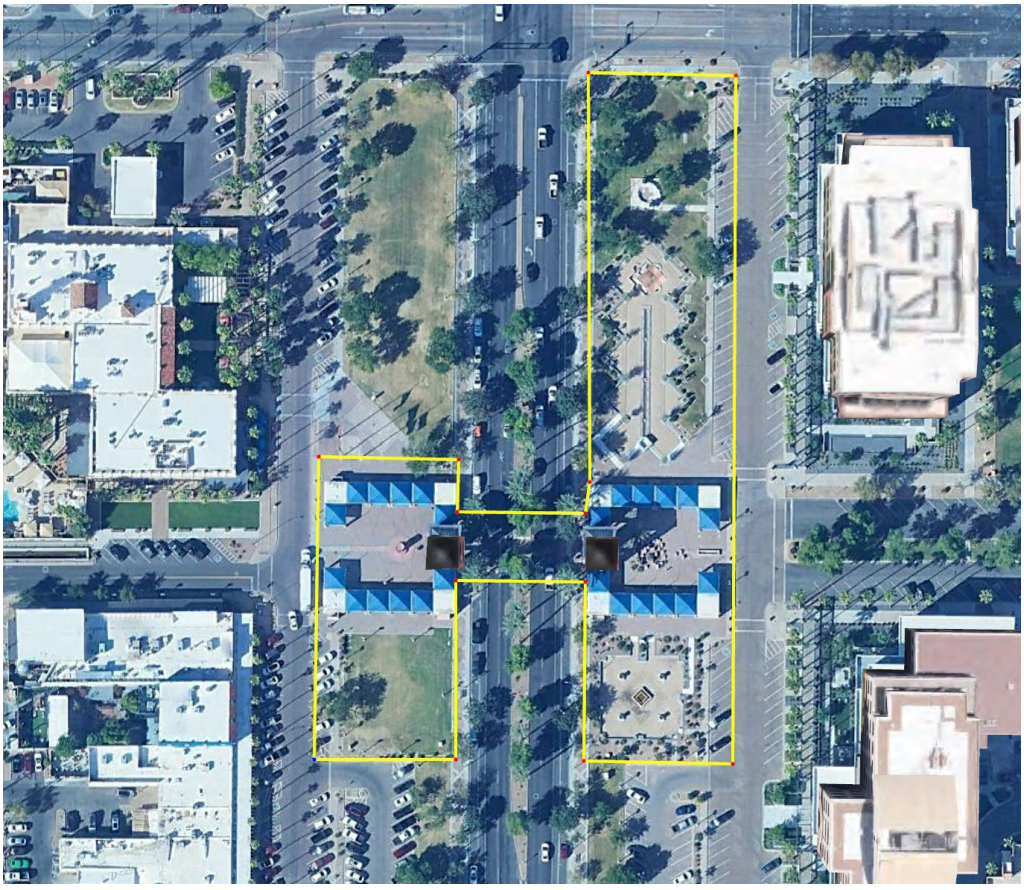


EXHIBIT “B”
COMPENSATION AND FEES

DIG STUDIO

DR. A.J. CHANDLER PARK

EXHIBIT "B-1"

COST SUMMARY WITH SUBCONSULTANTS

Date: 7/5/2024

Projected Project Costs: $16,500,000

Projected Construction Costs: $12,643,000

TASK DESCRIPTION	DESIGN FEES		Comments	
Dig Studio	**Design**	**Reimbursable Expenses**		
Task 9.0: Concept / Schematic (30%)	$ 95,310.00		*PM Incl.*	$ 95,310.00
Task 10.0: Design Development (60%)	$ 124,310.00		*PM Incl.*	$ 124,310.00
Task 11.0: Construction Documents (90% / GMP)	$ 131,560.00		*PM Incl.*	$ 131,560.00
Task 12.0: Permitting Documents (100% / IFC)	$ 38,980.00		*PM Incl.*	$ 38,980.00
Sub-Total	$ 390,160.00	$ 5,000.00	*Reduced*	$ 5,000.00
Total Dig Studio Fees & Expenses		**$ 395,160.00**		**$ 395,160.00**
Sub-Consultants - Design Services				$ -
Architecture - Lake Flato	*$ 390,000.00*	$ 7,600.00	*Reduced*	$ 397,600.00
Civil Engineering - Ardurra	*$ 264,855.00*		*Reduced*	$ 264,855.00
Structural - BDA Design	*$ 41,100.00*			$ 41,100.00
Electrical + Lighting Design - Clanton Associates	*$ 119,860.00*	$ 2,500.00	*Reduced*	$ 122,360.00
Mechancial + Plumbing - Henderson	*$ 20,000.00*			$ 20,000.00
Geotechnical - Ninyo Moore	*$ 12,000.00*			$ 12,000.00
Design Assist + Ped Crossing Lokahi	*$ 27,420.00*		*Removed Traffic*	$ 27,420.00
Programming - Biederman Redevelopment Ventures	*$ 80,000.00*		*Reduced*	$ 80,000.00
Cost Estimation - Marc Taylor, Inc.	*$ 42,335.00*		*Reduced*	$ 42,335.00
Utility Coordination - DUS	*$ 24,546.00*	$ 1,000.00		$ 25,546.00
Sub-Total Sub Consultants Design	**$ 1,022,116.00**	**$ 11,100.00**		
Sub-Total Design		**$ 1,428,376.00**		**$ 1,428,376.00**
Sub-Total Full Team Design Fee				**$ 1,428,376.00**
Owner Controlled Allowance - Lump Sum	***$ 50,000.00***			**$ 50,000.00**
PROJECT TOTALS				**$ 1,478,376.00**

DIG STUDIO
Dr. A.J. Chandler Park
EXHIBIT "B-2"
Hours and Rates

Date: 7/5/2024

	P3, Sr Principal	P1, Assoc Principal	Sr. Project Mgr.	Landscape Designer IV	Landscape Designer III	Landscape Designer II	PROJECT ROLE		Comments
	Jay Hicks	*Brandon Sobiech*	*Jeff Lothner*	*Jose Munoz / Staff*	*Patrick Kelty / Staff*	*Staff*			
	$ 230.00	$ 210.00	$ 185.00	$ 135.00	$ 125.00	$ 115.00	< HOURLY RATES		
TASK DESCRIPTION							**TOTAL HOURS PER TASK**		
Task 9.0: Concept / Schematic (30%)	**7**	**122**	**82**	**62**	**130**	**246**	**$ 95,310.00**	**649**	**10wk + 4wk review**
Park Programming / Access	0	12	8	0	16	20	*$ 8,300.00*	56	Build on MP Phase
Public/Stakeholder Meetings	0	14	12	0	14	0	*$ 6,910.00*	40	1 public + 6 stakeholder
Schematic Design Set							$ -		
Hardscape Plans / Details	2	16	16	16	40	60	*$ 20,840.00*	150	
Landscape Plans / Details	2	16	16	16	40	40	*$ 18,540.00*	130	
Irrigation Plans / Details	2	2	0	2	0	30	*$ 4,600.00*	36	
Site Grading Coordination	0	4	0	4	0	8	*$ 2,300.00*	16	
Site Electrical Coordination	0	4	0	4	0	8	*$ 2,300.00*	16	
City Site Plan Submittal	0	4	0	8	0	8	*$ 2,840.00*	20	
Visualization	0	16	0	0	0	60	*$ 10,260.00*	76	
30% Cost Estimate Coordination	1	8	8	0	8	12	*$ 5,770.00*	37	
City Coordination Meetings (bi-weekly)	0	14	14	0	12	0	*$ 7,030.00*	40	7 Meetings
Project Management / Coordination of Traffic+Drainage Reports + Art	0	12	8	12	0	0	*$ 5,620.00*	32	
							$ -	0	
Task 10.0: Design Development (60%)	**13**	**158**	**98**	**96**	**162**	**320**	**$ 124,310.00**	**847**	**10wk + 4wk review**
Public/Stakeholder Meetings	0	8	8	0	8	0	*$ 4,160.00*	24	1 public + 3 board
Design Development Set							$ -		
Hardscape Plans / Details	4	34	20	24	48	80	*$ 30,200.00*	210	
Landscape Plans / Details	4	20	20	24	60	48	*$ 25,080.00*	176	
Irrigation Plans / Details	4	2	0	16	0	60	*$ 10,400.00*	82	
Fine Grading Plans	0	24	0	4	4	32	*$ 9,760.00*	64	
Outline Specifications	0	4	12	8	0	0	*$ 4,140.00*	24	
Site Electrical Coordination	0	8	0	8	0	8	*$ 3,680.00*	24	
City Design Review Submittals	0	8	8	0	16	16	*$ 7,000.00*	48	
3D modeling / Visualization Updates	0	16	0	0	0	60	*$ 10,260.00*	76	
60% Cost Estimate / CMAR Coordination	1	8	8	0	12	16	*$ 6,730.00*	45	
City Coordination Meetings (bi-weekly)	0	14	14	0	14	0	*$ 7,280.00*	42	7 Meetings
Project Management / Coordination of Design Team + Art	0	12	8	12	0	0	*$ 5,620.00*	32	
Task 11.0: Construction Documents (90% / GMP)	**7**	**156**	**96**	**104**	**214**	**336**	**$ 131,560.00**	**913**	**12wk + 6wk review**
Public/Stakeholder Meetings	0	8	8	0	8	0	*$ 4,160.00*	24	1 public + 3 board
90% Construction Document Set							$ -		
Hardscape Plans / Details	2	32	18	32	80	120	*$ 38,630.00*	284	
Landscape Plans / Details	2	32	18	16	80	80	*$ 31,870.00*	228	
Irrigation Plans / Details	2	2	0	16	0	80	*$ 12,240.00*	100	
Fine Grading Plans	0	30	0	4	4	24	*$ 10,100.00*	62	

	Detailed Specifications	0	8	16	16	0	0	*$*	*6,800.00*	40	
	Site Electrical Coordination	0	4	0	8	0	8	*$*	*2,840.00*	20	
	90% Cost Estimate / CMAR GMP Coordination	1	10	10	0	24	24	*$*	*9,940.00*	69	
	City Coordination Meetings (bi-weekly)	0	18	18	0	18	0	*$*	*9,360.00*	54	9 Meetings
	Project Management / Coordination of Design Team + Art	0	12	8	12	0	0	*$*	*5,620.00*	32	
Task 12.0: Permitting Documents (100% / IFC)		**4**	**28**	**48**	**60**	**48**	**80**	**$**	**38,980.00**	**268**	**4 wks + 4wk rvw + 4 wk**
	Public/Stakeholder Meetings	0	0	0	0	0	0	*$*	-	0	none
	Permit Set Development							*$*	-		
	City Comment Reconcilation + Finalize Plans	2	6	8	16	24	40	*$*	*12,960.00*	96	
	Cost Reconcilation + Final Plan Adjustments	2	6	8	16	24	40	*$*	*12,960.00*	96	
	Finalize Specifications	0	6	16	12	0	0	*$*	*5,840.00*	34	
	City Coordination Meetings (bi-weekly)	0	6	8	0	0	0	*$*	*2,740.00*	14	4 Meetings
	Project Management / Permit Submittals	0	4	8	16	0	0	*$*	*4,480.00*	28	
TOTAL HOURS:		31	464	324	322	554	982	**$**	**390,160.00**	**2677**	

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

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

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

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

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

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

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

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

2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past

completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

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

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

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

3. Additional Policy Provisions Required.

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

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

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

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

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

3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City. (Does not apply to Professional Liability coverage.)

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

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

3.2. *Insurance Cancellation During Term of Agreement.*

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

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

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

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

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

EXHIBIT "D"
SPECIAL CONDITIONS

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

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, field notes, tracings, studies, investigations, design analyses, original drawings, original mylars, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of City and are to be delivered to the Project Manager before the final payment is made to Consultant. In the event these Documents are altered, modified or adapted without the written consent of Consultant, which consent Consultant must not unreasonably withhold, City agrees to hold Consultant harmless to the extent permitted by law from the legal liability arising out of City's alteration, modification or adaptation of the Documents.

Re-use of Documents. The parties agree the documents, drawings, specifications and designs, although the property of City, are prepared for this specific project and are not intended nor represented by Consultant to be suitable for re-use for any other project. Any re-use without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

Documents to Bear Seal. Consultant and its subconsultants must endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law.

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.

LAKE | FLATO
311 third st san antonio tx 78205
p 210 227 3335 w lakeflato.com

July 3, 2024

Brandon Sobiech
Dig Studio
3003 N. Central Ave., Suite 800
Phoenix, AZ 85012
brandon@digstudio.com

Brandon,

We are excited to have the opportunity to work with you on the AJ Chandler Park Improvements Project. As discussed, below is an outline of our proposed services, deliverables, and associated fees. Please let us know if you have any questions or need further clarification.

BACKGROUND

Dr. A.J. Chandler Park is a 5.62-acre special use park located in the center of the Downtown core between Buffalo Street, Boston Street, San Marcos Place, and Arizona Place, with South Arizona Avenue running north and south, dividing the park into two areas. Dr. Chandler envisioned a landscaped central park that would be surrounded by businesses. The new Phase One design and construction is planned to include new infrastructure, hardscape, shading, pedestrian crossing across Arizona Avenue, technology features, and other associated amenities.

PROPOSED SCOPE OF WORK DESCRIPTION

Phase One architectural scope will include the following elements:

- (2) Innovation Canopies (of the same design)
- (1) Restroom building with storage space
- (2) Park Pavilions with storage rooms (of the same design)

The following scope pertains to the area indicated in the diagram included herein (Exhibit A). Any additional elements outside of the boundary in this diagram (Exhibit A) are excluded from this scope. Additionally, an aerial photograph overlayed with the same boundary (Exhibit B) shows existing conditions at the area of inquiry. Any elements outside of this boundary are not included in this proposed scope.

Task 1.1 – Preliminary Research *(Others to lead, LF to support as needed)*

For preliminary research before preparing the project design, Consultant will:

a. Perform a Document Search for utility as-builts.
b. Perform a Document search for rights-of-way.
c. Perform a Document search for survey ties and benchmarks.
d. Perform a Document search for City policies, regulations, standards, design manuals, and requirements, etc. relevant to project.
e. Research and/or obtain geotechnical reports and investigations, master plans, computer model data and field surveys.

f. Research all utility companies/agencies and acquire all available as-built and utility records.
g. Investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished by City.
h. Consultant must provide a survey of the project area that includes complete topographical and property data of the immediate site. Design must utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans. Clearly define the benchmark location and elevation that will be utilized for construction of this facility.

Task 2.1 – Utility/Agency Coordination *(Others to lead, LF to support as needed)*

Coordination with utility companies and agencies must be in accordance with the latest version of the "Public Improvement Project Guide" (PIPG).

a. Consultant must identify utility conflicts during the initial stages of the design process.
b. Consultant must coordinate the design and installation of the utilities, which includes, but is not limited to, services for electric, communications, water, storm drainage, irrigation and sanitary systems, etc.
c. Easements for these utilities must be identified early in the design stage of the project and necessary information provided to City's Real Estate Department to allow City to complete acquisition during the design phase.
d. Engineers employed by Consultant must provide the legal descriptions for the natural gas and electrical service easements.
e. Consultant must submit preliminary plans, specifications, and design calculations to utilities/agencies for review and use during their design for their service improvements or any necessary relocations.
f. Consultant must conduct utility meetings to coordinate relocations with utility/agency and establish relocation schedules.
g. Consultant must follow-up with the final design submittal for utility construction and coordination with the bid documents.
h. Consultant must incorporate the utility/agency private developer construction requirements into the bid documents.

Task 3.1 – Geotechnical Investigation *(Others to lead, LF to support as needed)*

a. Consultant must perform all soil and pavement borings necessary to complete their work.
b. Sub-surface soil conditions, established by the geotechnical investigations, must be incorporated into the bid documents in a manner usable to the excavation and foundation bidding and construction.

Task 4.1 Programming *(Others to lead, LF to support as needed)*

a. Consultant must meet with City staff to ascertain the requirements of the Project and will arrive at a mutual understanding of such requirements.
b. Consultant must perform a total of 3 Public Information meetings. These will include preparing exhibits, facilitating discussions and documenting meeting information exchange. The exhibits will include a simple site orientation plan, and one line building component plan(s). City will advertise and promote the meetings.
c. Consultant must facilitate 6 "sub-committee" meetings to gather pertinent information from:
    - City Staff
    - Adjacent Businesses
    - Event Organizers
d. Consultant must prepare a "Program" which will include:
    - Establish construction budget
    - Complete documentation of site survey from preliminary work
    - Define new buildings space needs
    - Define new building space requirements and amenities necessary to accommodate planned activities in each space
    - Define site requirements
    - Create a matrix of spaces, sizes, and amenities

e. Based on the mutually agreed-upon program, schedule and construction budget requirements, Consultant must prepare, for approval by City, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of the Project components.

Task 5.1 Schematic Design (30% Document Review)
(Dig Studio to lead, LF to lead architectural scope)

When the design is approximately thirty percent complete, Consultant must do the following:

a. Prepare design concepts for various components of the phase 1 design, which depict the size and orientation of the project elements in relation to one another.
b. Present initial concepts to City and its representatives (to potentially include a contractor). Staff will collaborate with designers to manipulate the plans and mutually decide on the best scheme.
c. The final scheme must incorporate the City's comments (and potentially a contractors' comments) and be cleaned up for reference and presentation to the City Council if requested.
d. Attend a City Council meeting and brief City Council, which will include preparing exhibits, rendering(s), computer graphic "fly-around", displaying and explaining such

exhibits etc., to City Council and public while documenting meeting information exchange.

e. Attend any other City Board meeting and brief the Board, which will include preparing exhibits, renderings, computer graphic "fly-around", displaying and explaining such exhibits, etc., to Board members while documenting meeting information exchange.
f. Prepare vertical sections across the site and through the buildings.
g. Prepare single line elevation drawing(s) and a perspective sketch of the exterior.
h. Complete a drainage analysis and provide solutions to mitigate the runoff. *(Dig Studio to lead)*
i. Identify all necessary offsite improvements such as: streets, utilities, irrigation, etc., and depict the scope in a schematic design plan. *(Dig Studio to lead)*
j. Submit the project to City for a Development Standards review.
k. Prepare a construction cost estimate for verification with the budget and re-design as necessary to re-align the design with the construction budget.
l. Submit to City's Project Manager for comment two complete drawing sets with drainage & structural calculations, one of which must be reproducible.

Task 6.1 Design Development (60% Document Review)
(Dig Studio to lead, LF to lead architectural scope)

Based on the approved Schematic Design Documents and any adjustments authorized by City in the program, schedule or construction budget, Consultant must prepare, for approval by City, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. When the design is approximately sixty percent (60%) complete, the Consultant must do the following:

a. Allow and invite the Owner's Representative to attend the regular weekly design coordination meetings.
b. Develop a site plan. Design must utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans.
c. Collaborate with City to define their requirements for building systems.
d. Create an outline specification.
e. Prepare plans, elevations, sections, schedules, and notes as required to fix and describe the project as to civil, architectural, structural, mechanical, electrical, and special systems.
f. Perform code reviews and implement requirements into the design documents.
g. Consultant is required to review and complete the City's Constructability Review Checklist. All applicable checklist items are required to be incorporated in the design documents.
h. Value Engineer the design cooperatively with the entire design team and City's representatives. This effort will occur as early as effectively possible and consist of a

focused meeting addressing relationships of components, construction materials, and building systems.

i. Prepare a construction cost estimate for verification with the budget. Re-design as necessary to re-align the design with the construction budget.

j. Present a second briefing to Board that will include preparing exhibits, renderings, computer graphic "fly-around", briefing Board members while documenting meeting information exchange.

k. Conduct a full document set (plans & specs) review in the presence of all consultants and City's representatives and any other stakeholders.

l. Submit once to City's Project Manager for comment two complete drawing sets, specifications, drainage & structural calculations, one of which will be reproducible. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.

m. Schedule review meeting with plan check staff to discuss review comments. Clarify with the plan check staff what the design challenges are and decide the method in which they will be resolved.

Task 7.1 Construction Documents (90% Document Review)
(Dig Studio to lead, LF to lead architectural scope)

Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by City, Consultant must prepare, for approval by City, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. When the design is approximately ninety percent (90%) complete Consultant must do the following:

a. Prepare plans, elevations, sections, schedules, notes and specifications as required to be able to bid and construct the project in its entirety.

b. Cover sheet to be provided by City on diskette (AutoCAD 2004).

c. Provide City of Chandler with a copy of the AutoCAD files. Each building system must be "layered" so as to be able to isolate trades or engineering from architectural components or vice versa.

d. Conduct a full document set (plans & Specs) review in the presence of all consultants and City's representatives.

e. Provide document coordination of work performed by separate contractors or by City's own forces (i.e.: systems furniture or exercise equipment provisions & installation, etc.).

f. Prepare a construction cost estimate for verification with the budget. Re-design as necessary to re-align the design with the construction budget.

g. Prepare bid alternates as necessary to assure budget can be met.

h. Submit to City's Project Manager for comment two complete drawing sets, specifications, drainage & structural calculations, one of which will be reproducible. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.

Task 8.1 Bid & Award (100% Documents)
(Dig Studio to lead, LF to lead architectural scope)

a. Submit bid documents to Development Services for building permit. All plans, calculations and specifications will be stamped. The specifications will be 8-1/2" x 11" and in electronic format on diskette in Microsoft Word 98. Plans will be black line prints as well as on diskette Auto CAD release 14 or R2000. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.
b. Pick-up plan review final comments and prepare stamped Mylar documents for reproduction. City will have the bid sets reproduced from these Mylar's.
c. Assist City in the preparation of the Bid Form.
d. Attend and participate in the pre-bid conference for the purpose of answering technical questions from potential bidders.
e. Assist City in the evaluation of "substitutions and or-equals" and make a recommendation to accept or decline.
f. Prepare addenda for review and approval by City. City will distribute.

PROJECT SCHEDULE*

**(Based on attached Exhibit "C" for pertinent timeline)*

Lake Flato has prepared the proposal and associated fees based on the following schedule. If the owner provides an alternative schedule, Lake Flato will review, comment, and update this proposal as necessary. Lake Flato will perform the services within the times set forth in the Production Schedule included herein **(Exhibit C)** and made a part hereof by reference:

(A.) Task Duration of (62) weeks starting August 19th, 2024, and concluding October 10th, 2025. Subject to change depending on timeliness of City Review periods and response time for decision making.

(B.) Lake Flato will adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of City. Consultant must revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. Consultant must take all reasonable actions necessary to get the project back on schedule and City will cooperate to assist Consultant.

Schematic Design (30%)	**14 Weeks**
• 30% Design Drawings	10 Weeks
• 30% Cost Estimation	4 Weeks

Programming + Governance Planning	**12 Weeks**
• *Conducted congruently with the Schematic Design Phase*	
Design Development	**14 Weeks**
• 60% Design Drawings	10 Weeks
• 60% Cost Estimation	4 Weeks
Construction Documents (90%)	**14 Weeks**
• 90% Design Drawings	10 Weeks
• 90% Cost Estimation / Final GMP	4 Weeks
Construction Documents (100%)	**13 Weeks**
• 100% Permit Drawings	4 Weeks
• City Permit Review	4 Weeks
• 100% Final IFC (2nd review)	5 Weeks
SUMMARY	**55 Weeks**

Note: *Schedule dates and details may shift throughout the process as refinements and project coordination take place.*

DESIGN FEES

Based on the above scope provided, Lake|Flato proposes a fee as follows for architectural design services as detailed in this proposal related to the AJ Chandler Park project.

Task 1.1: Preliminary Research	$ N/A	TOTAL
Task 2.1: **Task 2.1 – Utility/Agency Coordination**	$ N/A	TOTAL
Task 3.1 – Geotechnical Investigation	$ N/A	TOTAL
Task 4.1 Programming	$ N/A	TOTAL
Task 5.1 Schematic Design (30% Document Review)	$150,000	TOTAL
Task 6.1 Design Development (60% Document Review)	$105,000	TOTAL
Task 7.1 Construction Documents (90% Document Review)	$130,000	TOTAL
Task 8.1 Bid & Award (100% Documents)	$ 5,000	TOTAL
GRAND TOTAL	*$390,000	

***Please Note:** Reimbursable expenses are not included in the grand total. No consultants are included in this fee.

REIMBURSABLE EXPENSES

Reimbursable expenses, including printing, modeling materials, telecommunications, travel, lodging, and delivery services (shipping costs and labor to build shipping container) or any other services are billed at an expense of 1.2 times the cost.

2024 HOURLY RATES*

For additional services outside of the scope listed above, fees will be amended to reflect hourly rates below.

Lake Flato's hourly billing rates are as follows:

Partner (Matt Wallace)	$330
Associate Partner	$240
Associate	$230
Project Architect	$200
Project Director	$180
Project Designer	$150
Designer	$130
Intern	$80

*Hourly Rates are updated on an annual basis and are subject to change

AGREEMENT

If you agree with the terms above, please consider this a Letter of Agreement. Please sign two copies and return one to Lake|Flato Architects, Inc. Thank you for this opportunity. Please call us if you have any questions about this letter or the process moving forward.



_____

Matt Wallace, AIA, LEED AP BD + C
Partner
Lake|Flato Architects, Inc.

7/03/24
Date

_____

Brandon Sobiech
Dig Studio
Principal

_____

Date

June 24, 2024

Brandon Sobiech
Dig Studio
3003 N. Central Ave., Suite 800
Phoenix, AZ 85012

Sent Via Email: brandon@digstudio

RE: Scope of Work and Fee Proposal for Final Design Services for Dr. AJ Chandler Park Improvements

Dear Mr. Sobiech,

Thank you for allowing Ardurra to provide you with the attached scope and fee proposal for civil engineering design and survey services for the subject project.

Our Scope of Services outlines the tasks and deliverables for the items discussed with Ardurra, including project objectives, explanation of our procedures, identification of responsibilities, and estimated fees. Should you have any questions or need additional information concerning the preparation of this proposal, please contact me (jcatt@ardurra.com).

Ardurra anticipates completing the Project and providing the required deliverables for this project as outlined in the attached documents for a design fee not to exceed $264,855.00. The design is anticipated to be completed within 310 calendar days from Notice To Proceed.

Ardurra is a multi-disciplined full-service engineering firm, providing broad-based solutions tailored to the specific needs of our clients. We provide water, civil, public works, survey, and transportation services to the region. We appreciate the opportunity to submit this proposal to you and look forward to the success of this project.

Respectfully,

Ardurra

John Catt, P.E.
Practice Director

SCOPE OF WORK
FINAL DESIGN SERVICES FOR DR. AJ CHANDLER PARK IMPROVEMENTS

PROJECT DESCRIPTION

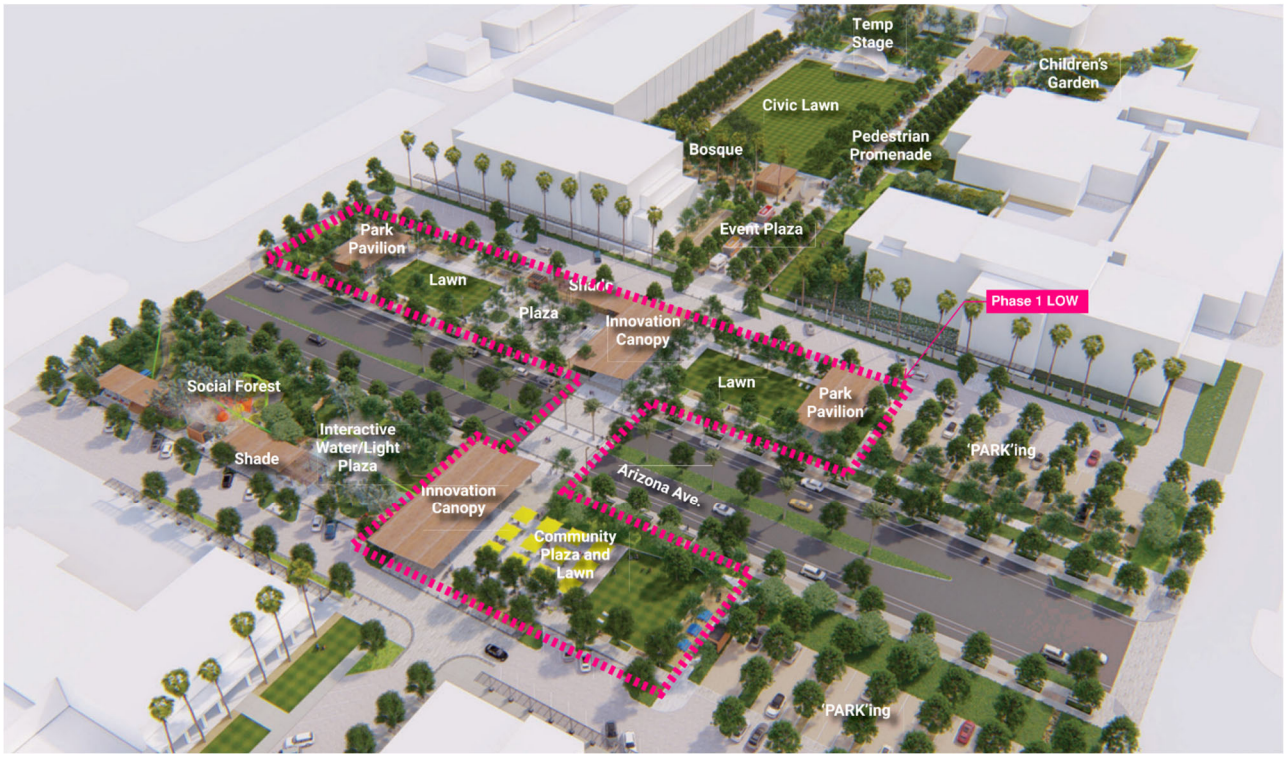
ARDURRA proposes to provide survey and civil engineering services for the design, permitting, and development of construction documents for the development of 2.3 Acres, Phase 1, of Dr. A.J. Chandler Park located at 3 S. Arizona Ave., Chandler, Arizona, all as more specifically described herein below.

The park design may include, but not be limited to, demolition of existing pavements, water features, and structures. Design of new decorative hardscape plazas, relocated and new public art, extensive shade tree infrastructure including below ground soil improvements, event lawns, seasonal plazas with social activities, seating and site furniture, park lighting, park power and Wi-Fi. The architectural improvements may include: Two innovation canopies flanking the Arizona Avenue crosswalk, storage rooms, new restrooms, two park pavilions. Refer to Figure 1 for the master plan concept.

For the project, it is anticipated that the following services are required:

- Topographic Survey, parcel/ROW Base Mapping
- Data Collection, Utility Base Mapping & Utility Meetings
- Programming
- Design Documents (30%, 60%, 90% and Final)

FIGURE 1 – Phase 1 Master Plan Concept



The project scope of work and related tasks are outlined in detail below:

1. SURVEY & TOPOGRAPHIC BASE MAPPING

1.1. Survey Control - Survey control for the project shall be in accordance with City of Chandler requirements NAD83 Arizona State Plane Central Zone Coordinates and NAVD88 elevations. Ardurra shall perform ground survey, tying into at least three MCDOT GDACS benchmarks to establish horizontal control and at least two published City of Chandler benchmarks to adjoin vertical control.

1.2. Topographic Field Survey - Ardurra shall collect field survey data within the yellow outlined area shown in ***Figure 2*** below. Field crews will collect existing features within the project area including, but not limited to, walls, curb and gutter, striping, median curb, catch basins/curb inlets with inverts, basin high and low points, scuppers, water meter boxes, water valves with top of nuts and gas valves, manholes with inverts, utility poles and guy wires, traffic signal poles, utility boxes, fences, large trees, mailboxes, signs and public & private irrigation. The topographic survey will be performed using GPS RTK and Robotic Total Station if necessary. Nominally, topographic data will be collected on a 50' grid or smaller/tighter as necessary. All grade breaks will be collected as well. **Exclusions:** No Blue-Stake markings will be collected, and no underground marking requests will be made.

1.3. Topographic Base Mapping - Ardurra shall provide a topographic base map including the above-mentioned features. Sectional and centerline control (if any) will be based on monumentation found in the field. Line work will be provided for linear features along with symbols for other features. Topographic survey base map will be produced at an appropriate scale and presented in Civil3D 2022 format. A Digital Terrain Model (DTM) will be produced utilizing the above-mentioned points and break lines.

1.4. Parcel and Right-of-Way Base Mapping - Ardurra shall produce a base map/drawing including existing parcel & ROW line work and any Sectional/centerline monumentation found in the field. Ardurra will utilize any parcel line work from, and as shown on the Maricopa County Assessor GIS web site, with reference to plat and deed information to identify existing ROW and parcels for the project site. Adjustments will be made to make the ROW lines consistent with sectional/centerline information collected/developed and ROW widths as shown on said GIS web site. There are no tasks associated with preparation of a right-of-way strip map as part of this scope of work.

FIGURE 2 – Topographic Survey Limits



2. DATA COLLECTION & UTILITY MAPPING

2.1. Data Collection and Bluestake - Ardurra shall collect and review existing maps, plans, as-builts/record drawings, drainage reports, water reports, and any other information available from the City. Ardurra shall submit a bluestake design ticket to determine existing utilities in the area and submit map requests to those utility providers.

2.2. Utility Base Mapping - Ardurra shall utilize topographic survey, blue stake, utility maps/as-builts and other record information gathered in task 1 above to generate an existing utility base map depicting all known below ground utilities.

2.3. Utility Meetings – Ardurra will attend utility meetings. Meetings will be conducted by and ran by Dry Utilities Services. It is assumed that utility meetings will be held at the 30%, 60%, 90% and 100% design stages and will be two (2) hours in duration.

3. PROGRAMMING & MEETINGS:

3.1. Meetings: Ardurra will attend the following meetings:

- Ardurra will attend a kickoff meeting with Dig Studio and City staff to ascertain the requirements of the Project and will arrive at a mutual understanding of such requirements.
- Ardurra will attend ten (10) client bi-weekly meetings.
- Ardurra will attend twenty-four (24) project team meetings
- Ardurra will assist with the preparation of a "Program" document which will include:
  - Complete documentation of site survey from preliminary work (refer to task 1)
  - Review of new buildings space needs and that civil improvements will work
  - Review new building space requirements and amenities necessary to accommodate new utility services.
  - Define site requirements
- Based on the mutually agreed-upon program, schedule and construction budget requirements, Ardurra will assist with the preparation, for approval by City, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of the Project components.

4. SCHEMATIC DESIGN (30% PLANS AND COST ESTIMATE)

4.1. Preliminary 30% Civil Plans - Ardurra shall do initial drainage and utility design analysis to prepare a preliminary grading & drainage plan and preliminary utility plan. Preliminary grading & drainage plan will include finished floor elevations, drainage patterns, preliminary elevations and proposed improvements including management of on-site storm water runoff and retention. Preliminary utility plan will include horizontal layout for new on-site water/sewer only.

5. **DESIGN DEVELOPMENT (60% PLANS, SPECIFICATIONS AND ESTIMATES)**

5.1. 60% Grading & Drainage Plan - Ardurra shall prepare a grading & drainage plan at 60% which includes site elevations, building finished floor elevations, retention design, pavement structural design (based on geotechnical recommendations), earthwork calculations, and site details. Retaining wall calculations and/or plans are not included in this proposal.

5.2. 60% On-site Utility Plan - Ardurra shall prepare an on-site utility plan at 60% which includes on-site domestic water and sewer design (including water and sewer taps to within 5' of buildings). New services for domestic and landscape needs will be provided as needed. There is no offsite water or sewer main design as a part of this task.

5.3. 60% Stormwater Management Plan - Ardurra shall prepare a storm water management plan at 60% in accordance with the City of Phoenix and Arizona Department of Environmental Quality (ADEQ) Construction General Permit. It is the Contractor's responsibility to submit the Notice of Intent (NOI) and is to confirm conformance with, or satisfaction of, analysis regarding this Project's effect on environmental and biological conditions. Contractor will be responsible for filing the Notice of Termination (NOT) upon completion of the project.

5.4. 60% Drainage Report - Ardurra shall prepare a preliminary drainage report to accompany the 60% grading and drainage plan submittal as required by Development Services for their review. As we're in the Denver Basin Drainage Area which has a zero retention requirement and we aren't increasing the net paved areas it is assumed that there will not be any need for any new retention/underground storage basins.

5.5. 60% Special Provisions - Ardurra will prepare and compile the 60% specifications for the proposed project including civil improvements based on CSI format and modified as needed to meet City requirements which will consist of a detailed list of applicable standard specifications and preliminary specials provisions for specialty items.

6. **CONSTRUCTION DOCUMENTS (90% PLANS, SPECIFICATIONS AND ESTIMATES)**

6.1. 90% Grading & Drainage Plan - Ardurra shall prepare a grading & drainage plan at 90% as described in Task 5.1. Ardurra shall update the design and plans to address any City and internal review comments from the 60% submittal.

6.2. 90% On-site Utility Plan - Ardurra shall prepare an on-site utility plan at 90% as described in Task 5.2. Ardurra shall update the design and plans to address any City and internal review comments from the 60% submittal.

6.3. 90% Stormwater Management Plan - Ardurra shall prepare a storm water management plan at 90% as described in Task 5.3. Ardurra shall update the design and plans to address any City and internal review comments from the 60% submittal.

6.4. 90% Drainage Report - Ardurra shall prepare a drainage report to accompany the 90% grading and drainage plan as described in Task 5.4. Ardurra shall update the report to address any City and internal review comments from the 60% submittal.

6.5. 60% Special Provisions - Ardurra will prepare and compile the 60% specifications for the proposed project including civil improvements based on CSI format and modified as

needed to meet City requirements which will consist of a detailed list of applicable standard specifications and preliminary specials provisions for specialty items.

7. FINAL PLANS, SPECIFICATIONS AND ESTIMATES

7.1. Final Grading & Drainage Plan - Ardurra shall prepare a final grading & drainage plan as described in Task 5.1. Ardurra shall update the design and plans to address any City and internal review comments from the 90% submittal.

7.2. Final On-site Utility Plan - Ardurra shall prepare a final on-site utility plan as described in Task 5.2. Ardurra shall update the design and plans to address any City and internal review comments from the 90% submittal.

7.3. Final Stormwater Management Plan - Ardurra shall prepare a final storm water management plan as described in Task 5.3. Ardurra shall update the design and plans to address any City and internal review comments from the 90% submittal.

7.4. Final Drainage Report - Ardurra shall prepare a final drainage report to accompany the final grading and drainage plan as described in Task 5.4. Ardurra shall update the report to address any City and internal review comments from the 90% submittal.

7.5. Final Special Provisions - Ardurra will prepare and compile the final sealed specifications for the proposed project including civil improvements based on CSI format and modified as needed to meet City requirements which will consist of a detailed list of applicable standard specifications and preliminary specials provisions for specialty items.

FEE BREAKDOWN:

Please see the fee estimate table below:

Task	DESCRIPTION (Ardurra Only)	COST
1	Topographic Survey & Base Mapping	$ 39,995.00
2	Data Collection & Utility Mapping	$ 13,940.00
3	Programming & Meetings	$ 34,190.00
4	Schematic Design (30% Plans, Cost Estimate)	$ 39,400.00
5	Design Development (60% Plans, Specifications and Cost Estimate)	$ 59,180.00
6	Construction Documents (90% Plans, Specifications and Cost Estimate)	$ 45,630.00
7	Final Plans, Specifications and Cost Estimate	$ 32,520.00
Total Design Fee		**$ 264,855.00**

Project is a **Time & Materials (Not to Exceed)** and will be invoiced on a monthly basis.

Exclusions:

1. ALTA surveys, boundary surveys, easement exhibits, legal descriptions, and survey instruments. It is assumed that existing boundary information will be supplied by the City and will be sufficient for design. No new right-of-way is anticipated for this project.
2. No City zoning issues are included for the Project, such as rezoning, use permits, special use permits, or variances.
3. Permit fees, review fees, applications fees.
4. Private dry utility and gas design.
5. Offsite Water and sewer design and/or plans.
6. Subsurface utility investigation, potholing, permits, relocation coordination. To be provided by JOC or CMAR.
7. Utility coordination, conflict review. To be provided by others
8. Design of offsite roadway
9. Complex Modeling and Design for Drainage, Water and Sewer.
10. Design services, modeling, or permitting associated with work within any existing floodplain, floodway, or wetlands is not included.
11. Archaeological, biological, and environmental consulting services are not anticipated nor included.
12. Structural, Electrical, Mechanical, or Plumbing design and engineering (except what is provided above and in attached proposals).
13. Traffic engineering, striping, lighting, signal design.
14. Environmental, right of way, or utility clearances.
15. Geotechnical evaluation or design or pavement design (except what is provided above and in attached proposals).
16. Landscape, hardscape, site irrigation design (except what is provided above and in attached proposals).
17. Retaining wall, wall, fence, or structural design (except what is provided above and in attached proposals).
18. Public meetings or council presentations.
19. Parking Study or Traffic Analysis
20. Cost Estimating. Dig and Marc Taylor will cover that scope.

ARDURRA

FEE PROPOSAL SUMMARY

PROJECT NAME:	Dr. AJ Chandler Park (Final Design)
PROJECT NO.:	CA2402.201
FEDERAL PROJECT NO.:	no
TRACS NO.:	no

CONTRACT LABOR

CLASSIFICATION	MAN HOURS	BILLING RATES	LABOR FEES
Practice Director/Project Director	156	$ 290.00	$ 45,240.00
Engineering Dept. Manager	0	$ 270.00	$ -
Project Manager - Sr.	0	$ 245.00	$ -
Project Manager - Sr./Project Engineer - Sr.	253	$ 220.00	$ 55,660.00
Project Engineer - Sr.	0	$ 175.00	$ -
Project Engineer	410	$ 160.00	$ 65,600.00
EIT III	388	$ 145.00	$ 56,260.00
Survey Project Manager/Registered Land Survey	9	$ 185.00	$ 1,665.00
Survey Project Manager (Non RLS)	4	$ 150.00	$ 600.00
Project Surveyor (LSIT)	103	$ 140.00	$ 14,420.00
2-Person Survey Crew	126	$ 185.00	$ 23,310.00
Project Coordinator	21	$ 100.00	$ 2,100.00
		TOTAL DIRECT LABOR	$ 264,855.00
		SUBTOTAL CONTRACT LABOR	**$ 264,855.00**

Subtotal Contract Labor	$	264,855.00
Subtotal Direct and Outside Expenses	$	-
Subtotal Subconsultants	$	-
Total Contract Fee	$	264,855.00
Subtotal Allowances	$	-
Total Contract Fee & Allowances	**$**	**264,855.00**

DIRECT AND OUTSIDE EXPENSES

	DESCRIPTION	UNIT	UNIT RATE	QUANTITY	TOTAL
1	Personal Vehicle Mileage	Miles	$ 0.670		$ -
2					$ -
3					$ -
4					$ -
5					$ -
	REPRODUCTIONS - AT COST (Estimates Only)				
	Printing (8-1/2" x 11")	Each	$ 0.10		$ -
	Printing (11" x 17")	Each	$ 0.15		$ -
	Bond Large Format	Each	$ 1.50		$ -
	Mylar Large Format	Each	$ 12.50		$ -
	Exhibits	Each	$ 250.00		$ -
	Deliveries/Postage	Each	$ 50.00		$ -
			SUBTOTAL DIRECT AND OUTSIDE EXPENSES		**$ -**

SUBCONSULTANTS FEE

	SUBCONSULTANT	TASK	FEE
1			$ -
2			$ -
3			$ -
4			$ -
5			$ -
6			$ -
7			$ -
8			$ -
9			$ -
10			$ -
		SUBTOTAL SUBCONSULTANTS FEE	**$ -**

ALLOWANCES

	CONSULTANT/EXPENSES	TASK	FEE
1			$ -
2			$ -
3			$ -
4			$ -
5			$ -
		SUBTOTAL ALLOWANCES	**$ -**

CONTRACT TERMS

PAYMENT METHOD		LUMP SUM	2024 Standard Rates
		TIME AND MATERIALS	(ARDURRA RATE TABLE NAME)
CONTRACT DURATION		(CALENDAR DAYS)	
PROCUREMENT METHOD		SOLICITATION / DIRECT SELECT	
		ON-CALL TASK ORDER	no
			(ON-CALL CONTRACT NO.)

ARDURRA

DERIVATION OF FEE PROPOSAL SUMMARY

Task	Description	# of Sheets	Practice Director/Project Director	Engineering Dept. Manager	Project Manager - Sr.	Project Manager - Sr./Project Engineer - Sr.	Project Engineer - Sr.	Project Engineer	EIT III	Survey Project Manager/Registered Land Surveyor - Sr.	Survey Project Manager (Non RLS)	Project Surveyor (LSIT)	2-Person Survey Crew	Project Coordinator	Total Hours By Task	Total Fee By Task
		Hourly Rate	$ 290.00	$ 270.00	$ 245.00	$ 220.00	$ 175.00	$ 160.00	$ 145.00	$ 185.00	$ 150.00	$ 140.00	$ 185.00	$ 100.00		
1	**Survey and Base Mapping**		John			Greg		Zach	Miclaine	Ray/Jesse/Troy	Damon	Scott/Jordan	Field Folks	Kristina		
1.1	Prepare field packet including GDACS for Horizontal									1	2	5			8	$1,185.00
1.2	Control data colelction for GDACS and COC control									2	2		6		10	$1,780.00
1.3	Topo data colelction for yellow-outlined area. Include									1		8	120		129	$23,505.00
1.4	Process topo and produce base map									3		60			63	$8,955.00
1.5	Parcel/ROW base mapping including Block									2		30			32	$4,570.00
	SUBTOTAL Survey and Base Mapping		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**9**	**4**	**103**	**126**	**0**	**242**	**$39,995.00**
2	**Data Collection & Utility Mapping**															
2.1	Data Collection and Bluestake					4		8	8					1	21	$3,420.00
2.2	Utility Base Mapping		2			4		16	16					1	39	$6,440.00
2.3	Utility Meetings (assume 4 meetings)		8			8									16	$4,080.00
	SUBTOTAL Data Collection & Utility Mapping		**10**	**0**	**0**	**16**	**0**	**24**	**24**	**0**	**0**	**0**	**0**	**2**	**76**	**$13,940.00**
3	**Programming & Meetings**															
3.1	Kickoff Meeting		2			2			2						6	$1,310.00
3.2	Client Bi-Weekly Meetings (assume 10)		10			10									20	$5,100.00
3.3	Project Team Meetings (assume 24)		24			24		24							72	$16,080.00
3.4	Programming Document Preperation		6			12		24	24						66	$11,700.00
	SUBTOTAL Programming & Meetings		**42**	**0**	**0**	**48**	**0**	**48**	**26**	**0**	**0**	**0**	**0**	**0**	**164**	**$34,190.00**
4	**Schematic Design**															
4.1	Preliminary 30% Civil Plans		20			40		80	80					4	224	$39,400.00
	SUBTOTAL Schematic Design		**20**	**0**	**0**	**40**	**0**	**80**	**80**	**0**	**0**	**0**	**0**	**4**	**224**	**$39,400.00**
5	**Design Development**															
5.1	60% Grading & Drainage Plan		15			30		60	60					1	166	$29,350.00
5.2	60% On-site Utility Plan		8			16		32	32					1	89	$15,700.00
5.3	60% Stormwater Management Plan		2			4		8	8					1	23	$4,000.00
5.4	60% Drainage Report		3			6		12	12					1	34	$5,950.00
5.5	60% Special Provisions		8			8								1	17	$4,180.00
	SUBTOTAL Design Development		**36**	**0**	**0**	**64**	**0**	**112**	**112**	**0**	**0**	**0**	**0**	**5**	**329**	**$59,180.00**
6	**Construction Documents**															
6.1	90% Grading & Drainage Plan		12			24		48	48					1	133	$23,500.00
6.2	90% On-site Utility Plan		6			12		24	24					1	67	$11,800.00
6.3	90% Stormwater Management Plan		2			3		6	6					1	18	$3,170.00
6.4	90% Drainage Report		2			4		8	8					1	23	$4,000.00
6.5	90% Special Provisions		6			6								1	13	$3,160.00
	SUBTOTAL Construction Documents		**28**	**0**	**0**	**49**	**0**	**86**	**86**	**0**	**0**	**0**	**0**	**5**	**254**	**$45,630.00**
7	**Final Plans**															
7.1	Final Grading & Drainage Plan		10			20		40	40					1	111	$19,600.00
7.2	Final On-site Utility Plan		4			8		12	12					1	37	$6,680.00
7.3	Final Stormwater Management Plan		1			2		4	4					1	12	$2,050.00
7.4	Final Drainage Report		1			2		4	4					1	12	$2,050.00
7.5	Final Special Provisions		4			4								1	9	$2,140.00
	SUBTOTAL Final Plans		**20**	**0**	**0**	**36**	**0**	**60**	**60**	**0**	**0**	**0**	**0**	**5**	**181**	**$32,520.00**
		Total Hours	**156**	**0**	**0**	**253**	**0**	**410**	**388**	**9**	**4**	**103**	**126**	**21**	**1,470**	
		Total Dollars	**$ 45,240.00**	**$ -**	**$ -**	**$ 55,660.00**	**$ -**	**$ 65,600.00**	**$ 56,260.00**	**$ 1,665.00**	**$ 600.00**	**$ 14,420.00**	**$ 23,310.00**	**$ 2,100.00**		**$ 264,855.00**

May 29, 2024

Mr. Brandon Sobiech, PLA, ASLA
DigStudio
3003 North Central Avenue, Suite 800
Phoenix, AZ 85012

Re: Fee Proposal
AJ Chandler Park – Phase One, Chandler, Arizona

Dear Brandon:

We are pleased to present to you this proposal for consulting design services covering the structural engineering for this project. The scope of the structural work included in the proposal is as described in your email of May 28, 2024. The scope includes:

1. The structural design associated with the new park for the City of Chandler. The scope includes:
    a. One Restroom Building with storage of 800 square feet.
    b. Two Innovation Canopy structures of 12,500 square feet total.
    c. Two Park Pavilions with storage rooms of 9,850 square feet.
    d. Miscellaneous Park structures including site walls, fences, benches, steps and retaining walls, as required.

As a design-based consulting firm, it is our desire to create structures that work in harmony with the architecture. For this project, we propose to provide the following services as a portion of the basic design contract:

1. Assist in development of appropriate and acceptable structural system.
2. Prepare all required structural drawings and details to be incorporated in the final project set, including General Structural Notes, in conformance with all relevant codes, ordinances and guidelines.
3. Prepare all final Structural design calculations reflecting the final design.
4. Include digital printing as required for necessary coordination. Progress and Final drawings may be submitted via first generation pdfs as agreed upon with Architect. Prepare first generation pdfs of calculations as required by reviewing jurisdiction.

7047 East Greenway Parkway, Suite 250
Scottsdale – Arizona 85254
480-398-7729
www.bdadesign.com

5. Include all necessary documentation for permit submittal as required by reviewing jurisdiction.
6. Review and coordinate between final Architectural drawings, as necessary, for accuracy and correctness.
7. Review and address building department comments for building permit issuance, coordinate revisions with Architect, revise, and digitally re-plot all drawings and calculations affected.

For the scope as defined on page one of this proposal, we propose the following fee as broken out by phase and scope below:

Schematic Design (30% Document Review) – Prepare roof framing and foundation plans, along with more typical details to align with the plans. Plans to be based on first pass framing and foundation designs and structural calculations.

A fixed fee of $12,300 (Twelve Thousand Three Hundred Dollars).

Design Development (60% Document Review) – Prepare final concept roof framing and foundation plans. Prepare roof framing and foundation details specific to the design development level drawings. Prepare General Structural Notes to reflect the Code and Material requirements and specifications. Prepare lateral system and gravity system design calculations.

A fixed fee of $12,300 (Twelve Thousand Three Hundred Dollars).

Construction Documents (90% Document Review) – Prepare complete roof framing and foundation documents representing both the final gravity load systems and the lateral load resisting systems. Review Architect provided specification sections. Finalize the structural calculations and the final General Structural Notes. Coordinate detailing with the Architectural Drawings and drawings produced by other consultants that may have an impact on the structure.

A fixed fee of $12,300 (Twelve Thousand Three Hundred Dollars).

Bid and Award (100% Document Review) – Complete final coordination tasks with the Architect's and other consultant drawings/designs. Complete the structural calculations. Submit the final drawings and calculations for permitting.

A fixed fee of $4,200 (Four Thousand Two Hundred Dollars).

The total proposed fee is $41,100 (Forty-One Thousand and One Hundred Dollars).

It is typically the policy that invoices are paid within 15 days of corresponding payment from the owner. A fee of 1.5% per month will be applied to late payments that go uncollected for more than 90 days, calculated from the invoice date.

Limitation of liability: In recognition of the relative risks and benefits of the Project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed the Consultant's total fee for service rendered on this Project.. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

We have established our reputation for being a different kind of structural design firm - one that is creative, design based, cost-conscious and responsive.

Yours truly,



J. Greg Brickey, SE
Principal
GB/mh

CLANTON & ASSOCIATES

LIGHTING DESIGN AND ENGINEERING

July 3, 2024

Brandon Sobiech
Dig Studio
3003 North Central Ave Suite 800
Phoenix, AZ 85012
602-595-4101 | brandon@digstudio.com

Re: AJ Chandler Park
Lighting and Electrical Design Consulting Proposal
Clanton Project #23073

Clanton and Associates proposes to undertake the lighting and electrical consulting for the AJ Chandler Park in Chandler, AZ.

The total estimated fees will be based on the following breakdown by phase:

Schematic Design	$ 34,370
Design Development	$ 36,710
Construction Documents	$ 40,780
Project Management	$ 8,000
Total Labor	**$ 119,860**
Expenses	$ 2,500
Total Fee (Labor and Expenses)	**$ 122,360**

The scope of work includes:

1. Phase 1 (~2.3 acres)
    a. Central Plazas
    b. Innovation Canopies
    c. Event Lawns
    d. Park Pavilions
    e. Central Crosswalk
    f. Temporary Stage Area
    g. Public Art
    h. Restrooms

Fees are billed hourly not to exceed the contract amount without prior approval. Invoicing will occur monthly based on hours worked.

Project deliverables will be issued on agreed upon dates between Clanton & Associates, Inc and the Client. Any model or background update will be provided no fewer than five business days prior to any indicated deliverable.

Design services shall include the following:

Schematic Design (30%)
- Project kick-off meeting via teleconference
- Site visit to observe existing conditions
- Schematic lighting concept development
- Schematic lighting control strategies
- Schematic lighting narrative
- Proposed luminaire types
- Schematic electrical narrative
- Schematic estimate of probable cost
- Up to one (1) submittal (30% set)
- Attendance at 30% Review meeting via teleconference

Design Development (60%)
- Incorporate comments from 30% Review, up to one (1) comment response
- Lighting design
  - Lighting layout
  - Lighting details
  - Luminaire schedule
  - Lighting calculations
- Electrical design
  - Panel schedules
  - Lighting control centers, including feeder sizing
  - Conduit routing
- Coordinate power source locations and capacity with electric utility
- Specifications
- Tabulation of Approximate Quantities
- Opinion of Probable Cost
- Up to one (1) submittal (60% set)
  - Quality Control
  - Submittal IDR
- Value engineering (VE), up to one meeting and up to one round of VE alternates
- Attendance at 60% Review meeting via teleconference

Construction Documents (90% and 100%)
- Incorporate comments from 60% Review, up to one (1) comment response
- Lighting design
  - Final lighting layout
  - Lighting details
  - Luminaire schedule
- Electrical design
  - Panel schedules
  - One-line diagrams
  - Lighting Control Centers, including short circuit calculations and feeder sizing
  - Circuiting and conduit, including voltage drop calculations and conduit sizing
  - Electrical details
- Coordinate power source locations and capacity with electric utility

- Specifications
- Tabulation of Approximate Quantities
- Opinion of Probable Cost
- Up to one (2) submittals (90% and 100% stamped bid set)
    - Quality Control
- Attendance at 90% Review meeting via teleconference
    - Up to one (1) comment response

Project Management
- Team coordination, up to thirty (30) meetings
- Monthly invoices with progress reports

This scope of work is based upon normal project progress and within the time schedule agreed upon, without major redesign or change order work. Additional fees will be required if project timing is extended or project is put on hold and restarted at later date. If the project timing exceeds one year, additional services rates may increase.

The scope is based on documents sent on 5/21/2024 and revised based on comments sent on 07/02/2024 to exclude water features.

Not included in this scope of work but is available for extra services:
- Additional site visits or meetings
- Construction observation and/or services during construction
- Development or issuing of electric utility work order forms, applications, and/or meter address applications
- Temporary Lighting
- Electrical engineering for non-lighting electrical infrastructure (e.g. traffic signals, ITS equipment, security cameras, electrical vehicle (EV) infrastructure, smart city and/or small cell infrastructure).
- Significant lighting and/or electrical redesign three (3) weeks prior to issuing the 90% submittal based on client changes such as: changes in streetlight ownership, addition of new electrical service(s), or a change from resetting existing streetlights to new streetlight installation.
- Location or load changes to electrical infrastructure after the 90% submittal. This shall include, but is not limited to, shifting of ITS equipment, traffic cabinets, power sources, or changes to the electrical load require recalculation of voltage drop and short circuit calculations.
- Any development, design, or detailing of custom luminaires
- Drafting on non-digital backgrounds such as *.pdf or *.jpg files
- Value engineering beyond what is listed in the scope
- Site Development Plan Submittals
- Coordination during bid phase
- Client presentations
- Renderings
- Mock-ups
- Development of light art
- Lighting and electrical for water features

Specific exclusions from this scope are as follows:
- Structural engineering
- Equipment procurement
- Commissioning

- Survey control map or Right-of-Way plans
- Subsurface Utility Engineering
- Communication wiring to Traffic Signals

Client will supply Clanton and Associates with review materials and backgrounds in AutoCAD or Micro Station format. Reimbursable expenses shall include printing costs, overnight delivery and travel expenses associated with the project and shall be charged in addition to the compensation for professional services. Payment for services is expected within 30 days of invoice unless other arrangements are made in writing.

Additional services shall be charged per the rates in the attached Clanton & Associates Rates Table.

Work shall commence upon receipt of a signed copy of this agreement. This agreement is valid for 60 days.



7/3/2024

CLANTON & ASSOCIATES | DATE

DIG STUDIO | DATE

HENDERSON ENGINEERS
Henderson Companies | Employee Owned

AGREEMENT FOR PROFESSIONAL SERVICES

Date: July 02, 2024

(Proposal is valid for 30 days)

Client

Dig Studio
600 N. Fourth Street, Suite D
Phoenix, AZ 85004

Contact: Brandon Sobiech

Project

AJ Chandler Park - Restroom Building M+P
Chandler, Arizona

Henderson Project Number: 2450002762

Project Description and Scope of Services

Henderson Engineers, Inc. (Henderson) will provide mechanical, and plumbing ("M/P") drawings and specifications. Henderson's specific scope of services is set forth in the following Scope of Services. Henderson can provide third-party commissioning and testing and balancing (TAB) reports through its affiliated, Henderson Building Solutions. This Scope of Services and Fee is based on the scope received from DIG on 5.28.2024.

- The 'remodel' of AJ Chandler Park in downtown Chandler
- removing the current restroom and providing a new restroom facility
- Henderson will provide M+P scope for this remodel only
- Scope: new restroom, probably about 8 stalls, community sink(s) drinking fountain with bottle filler

Services and Fee Detail

Fee Type Progressively Billed Fixed Fee

Construction Documents	$18,000
Construction Administration	$2,000
Total Henderson Professional Services Fee	**$20,000**
Estimated Reimbursable Expenses (Travel, shipping, and production costs)	$
Reimbursable Expenses Multiplier	1.05

When accepted by Client this Proposal for Engineering Services and its attachments shall become a binding Agreement between the parties and shall make it subject to the Scope of Services and Terms and Conditions, which are incorporated by this reference. Henderson is authorized to begin performance upon its receipt of a copy of this Agreement signed by Client. If Henderson proceeds at the direction of Client and Agreement is not signed, or altered within ten (10) business days, then it is agreed that terms of Agreement are accepted by Client.

Accepted for Client:
By (signature):

_____

Print Name:
Title:
Date:

Accepted for Henderson Engineers, Inc.
By (signature):

_____

Print Name: Omid Mottahed
Title: Practice Director
Date: July 2, 2024

SCOPE OF SERVICES

Only services marked with an "X" are included in the Scope of Services.
Services not marked can be provided as Additional Services if requested. Services not listed are excluded.

Disciplines included in Scope of Services (See following sections for specific tasks):

- ☒ Mechanical
- ☐ Electrical
- ☒ Plumbing
- ☐ Fire/Life Safety
- ☐ Fire Code Consulting
- ☐ Refrigeration
- ☐ Architectural lighting
- ☐ Audio-Video
- ☐ Broadcast
- ☐ Physical Security
- ☐ Telecom
- ☐ Acoustics

Document Submittals:

- ☐ Schematic Design
- ☐ Design Development
- ☐ Construction Documents Review – 50%
- ☒ Construction Documents Review – 90%
- ☒ Issue for Permit
- ☒ Issue for Bid
- ☒ Issue for Construction

Specifications Format:

- ☒ Specifications on drawings
- ☐ MasterFormat book specifications

BIM:

- ☐ Develop BIM Execution Plan
- ☐ Export Clash Detection Views
- ☐ Perform Clash Detection
- ☐ Host BIM Coordination Meetings

Compliance Documentation:
Refer to Energy Modeling section for services relating to performance path energy code compliance.

- ☐ ASHRAE 90.1 or IECC Energy Code compliance form completion for MEP systems (prescriptive path only).
- ☐ Permit application forms
- ☐ Refrigeration energy code calculations

LEED™:
Refer to Energy Modeling section for services relating to building simulation for building certification programs.

- ☐ Design to the requirements of a LEED rating is excluded.

WELL™ Building Standard:
Refer to Acoustics section for services relating to acoustics services relating to WELL rating system requirements.

- ☒ Design to the requirements of a WELL rating system is excluded.

Schematic Design Phase:
Refer to Meetings and Travel Time for additional services included within this phase.

- ☐ Basis of design narratives
- ☐ Construction document sheet index
- ☐ Major equipment sizing and location plan
- ☐ Preliminary equipment room sizing
- ☐ Chase sizing estimates (based on rules of thumb)
- ☐ Plenum space allocation analysis
- ☐ Preliminary site plan showing utility connection points
- ☐ HVAC zoning plan
- ☐ Building controls system integration philosophy
- ☐ Define lighting level criteria
- ☐ Establish preliminary sanitary/storm invert elevation
- ☐ Create as-built drawings of existing conditions

Design Development Phase:
Refer to Meetings and Travel Time for additional services included within this phase.

- ☐ Demolition drawings
- ☐ Electrical single-line Diagrams
- ☐ Mechanical single-line Diagrams
- ☐ Low Voltage Riser
- ☐ HVAC load calculations
- ☐ Ventilation calculations
- ☐ Air balance calculations
- ☐ Incorporate smoke evacuation concept (concept provided by 3rd party code consultant). Excludes rational analysis.
- ☐ Equipment cut sheets
- ☐ Equipment plans
- ☐ Interior lighting design services
  Refer to Energy Compliance Documentation section for associated scope.
  Refer to Architectural Lighting section for associated scope.
  Items not marked will be provided by the architect, owner or other 3rd party consultant and will not be signed/sealed by Henderson.
  - ☐ Normal lighting layout

- ☐ Emergency lighting layout
- ☐ Coordinate lighting layout with a separate specialty lighting designer
- ☐ Normal lighting selection/specification
- ☐ Emergency lighting selection/specification
- ☐ Coordinate lighting selection/specification with separate specialty lighting design
- ☐ Lighting controls
- ☐ Lighting circuiting

☐ Exterior façade lighting design services
Refer to Energy Compliance Documentation section for associated scope.
Refer to Architectural Lighting section for detailed information on associated scope.
Items not marked will be provided by the architect, owner or other 3rd party consultant and will not be signed/sealed by Henderson.

- ☐ Normal lighting layout
- ☐ Emergency lighting layout
- ☐ Coordinate lighting layout with a separate specialty lighting designer
- ☐ Normal lighting selection/specification
- ☐ Emergency lighting selection/specification
- ☐ Coordinate lighting selection/specification with separate specialty lighting design
- ☐ Lighting controls
- ☐ Lighting circuiting

☐ Exterior site lighting design services
Refer to Energy Compliance Documentation section for associated scope.
Refer to Architectural Lighting section for detailed information on associated scope.
Items not marked will be provided by the architect, owner or other 3rd party consultant and will not be signed/sealed by Henderson.

- ☐ Normal lighting layout
- ☐ Emergency lighting layout
- ☐ Coordinate lighting layout with a separate specialty lighting designer
- ☐ Normal lighting selection/specification
- ☐ Emergency lighting selection/specification
- ☐ Coordinate lighting selection/specification with separate specialty lighting design
- ☐ Lighting controls
- ☐ Lighting circuiting

☐ Device layout (for a single typical room)
☐ Zone terminal unit layout
☐ Preliminary equipment and lighting schedules
☐ Two line duct/pipe mains in/out chases
☐ Typical floor section
☐ Details
☐ Specifications table of contents
☐ Initial control diagrams and sequence of operations
☐ Control system performance specification only
☐ Integrated Automation performance requirements
☐ Roof drain riser location and slope height requirement
☐ Dust Collection equipment plan
☐ Specialized exhaust equipment plan
☐ Telecommunications major pathway layout

Construction Document Phase:
Refer to Meetings and Travel Time for additional services included within this phase.

☒ HVAC plans
☐ HVAC duct plans
☐ Electrical power plans
☐ Interior lighting plans
☐ Exterior facade lighting plans
☐ Exterior site lighting plans
☒ Plumbing piping plans
☐ Plumbing riser diagram
☒ Final specifications
☒ Final calculations
☒ Final schedules
☒ Final details
☐ Final control diagrams and sequence of operations
☐ Integrated Automation plans and specifications
☐ Drawings for rough-in box and conduit for Voice/Data/POS Outlets.
- ☐ Layout provided to Henderson by others.
- ☐ Layout **not** provided to Henderson (see "Telecom" for detailed services)

☐ Drawings for rough-in box and conduit for security and/or audio-visual devices.
- ☐ Layout provided to Henderson by others.
- ☐ Layout not provided to Henderson (see "Telecom" for detailed services)

☐ Extension of utility services to area of work
☐ Generator power design
System Purpose
- ☐ Healthcare EPSS (NEC Art. 517)
- ☐ Emergency (NEC Art. 700)
- ☐ Legally Required (NEC Art. 701)
- ☐ Standby (NEC Art. 702)

Installation Type
- ☐ Permanently installed
- ☐ Temporary/Portable installation

☐ Design for UPS / back-up power
☐ Lightning protection performance specification
☐ Dust Collection plans
☐ Specialized exhaust system plans

Coordination Services:
Consultants' deliverables must be provided to

Henderson at least 5 working days prior to any Henderson deliverable issue date influenced by the consultant content. Refer to Meetings and Travel Time for additional services included within this phase.

- ☐ Coordinate lighting design provided by architect, owner, or 3rd party lighting consultant
- ☐ Coordinate with 3rd party IT, security, audio-video consultant
- ☐ Coordinate with food service consultant
- ☐ Coordinate with 3rd party commissioning agent
- ☐ Coordinate with 3rd party code consultant
- ☐ Coordinate with Door Hardware consultant
- ☐ Coordinate with 3rd party service/DAS provider(s)
- ☐ Coordinate with 3rd party medical equipment consultant
- ☐ Coordinate with Master Systems Integrator

Bid/Negotiation Phase:

Refer to Meetings and Travel Time for additional services included within this phase.

- ☐ Respond to Bidder Questions
- ☐ Bid Review and Analysis

Limited Construction Administration Services:

Refer to Meetings and Travel Time for additional services included within this phase.

- ☐ Participate in weekly construction conference calls. Presuming [#] week(s) in schedule and [#] hour(s) per call.
- ☐ Participate in weekly contractor virtual design and construction (VDC) meetings. Presuming [#] week(s) in schedule and [#] hour(s) per call.
- ☒ Respond to construction RFI's within [5] business day(s) of receiving construction RFI at Henderson.
- ☒ Review submittals within [10] business day(s) of receiving submittals at Henderson. (maximum of [2] review(s) per submittal)
- ☐ Review O&M manual within [#] business day(s) of receiving O&M manual at Henderson. (maximum of [#] review(s)) for general inclusion of all required items.
- ☐ Review Test & Balance report within [#] business day(s) of receiving report at Henderson. (maximum of [#] review(s))
- ☐ Review contractor as-built drawings (including up to [#] review(s) of each system). Reviews limited to adherence to owner required format and general knowledge of the project.
- ☐ Prepare record drawings to include all issued addendums, change orders requiring drawing updates, and construction RFI's requiring drawing updates.
- ☐ Review and comments on [#] cost estimate(s). Reviews limited to comments on quantities and general system level costs based on past experience. Review is contingent on adequate back-up documentation from contractor/ estimator.

Studies:

- ☐ M/E/P/F/R/IA/T existing conditions analysis
- ☐ Opinion of probable construction cost
- ☐ Opinions of probable luminaire cost
- ☐ Lightning protection risk analysis
- ☐ Infection Control Analysis

Fire and Life Safety:

- ☐ Fire Alarm layout with performance specification
- ☐ Fire Alarm design drawings with wiring, voltage drop and battery calculations
- ☐ Fire Sprinkler performance specification only (No sprinkler layout)
- ☐ Fire Sprinkler drawings with sprinkler layout and performance specification
- ☐ Fire Sprinkler design drawings with sprinkler locations, pipes and hydraulic calculations
- ☐ Fire Pump design
- ☐ Fire tank and pump house design
- ☐ High piled storage plan

Fire Code Consulting:

- ☐ Code approach report
- ☐ Life Safety / Egress drawings
  - ☐ Created by Henderson
  - ☐ Created by Architect, reviewed by Henderson
- ☐ Smoke Control system design (CONTAM)
- ☐ Smoke Control system design (FDS)
- ☐ Life Safety Survey of existing building

Architectural Lighting:

- ☐ Interior architectural lighting design services
- ☐ Exterior façade architectural lighting design services
- ☐ Exterior site architectural lighting design services
- ☐ Coordination Meetings: [#] in-town, [#] out-of-town.
- ☐ Design intent narrative
- ☐ Lighting Concept Design
- ☐ Lighting layout documents
- ☐ Light fixture cut sheets
- ☐ Lighting control intent diagrams
- ☐ Lighting Calculations
- ☐ Development of custom luminaires
- ☐ Full or partial scale lighting mockups
- ☐ Lighting photometric calculations
- ☐ Lighting detail sketches
- ☐ On-site aiming of lighting fixtures: [#] site visit(s)
- ☐ On-site programming: [#] site visit(s)

Audio-Video:

- ☐ Audio-Video system infrastructure design
- ☐ Audio-Video system network design

- ☐ Telecom Converged Network
- ☐ Audio systems design
  - ☐ Distributed systems
  - ☐ Large format systems
  - ☐ Voice evacuation systems
- ☐ Sound masking system design
- ☐ Video systems design
  - ☐ Video-conference system design
  - ☐ Large format digital displays design
  - ☐ Command Center design
- ☐ Control systems design
  - ☐ Environmental
- ☐ Television distribution design
  - ☐ RF Provisions
  - ☐ RF Full
  - ☐ IPTV (internet protocol television) design
- ☐ Digital signage system design
- ☐ Audio-Video Systems Checkout
  - ☐ Observation: [#] site visit(s)
  - ☐ Commissioning: [#] site visit(s)

Broadcast:

- ☐ Venue broadcast prewire
- ☐ Broadcast camera location and TV compound coordination
- ☐ Venue broadcast control rooms design
- ☐ In-House Video Production/Replay system
- ☐ Television studio design
- ☐ Post-production (edit suite) design
- ☐ Broadcast System Commissioning: [#] site visit(s)

Physical Security:

- ☐ Access control system design
- ☐ Door intercom system design
- ☐ Programmable Logic Controller (PLC) detention control system design
- ☐ Emergency/blue light telephone system design
- ☐ Intrusion detection and duress alarm system design
- ☐ Video surveillance system design
- ☐ Physical Security Risk Assessment
- ☐ Command Center Design

Telecom:

- ☐ Interior structured cabling system design
- ☐ Outside plant structured cabling system design
- ☐ Wi-Fi system design
  - ☐ “HEAT” mapping
  - ☐ Grid Layout
  - ☐ WiFi designed by others
- ☐ Network electronics system specification
- ☐ Telephone system specification
- ☐ Distributed Antenna Systems (DAS) design
  - ☐ Cellular - Wireless
  - ☐ Public Safety Radio (First Responders)
  - ☐ DAS designed by others
- ☐ Intercom system design
- ☐ Area-of-Refuge system design or Two-Way Elevator landing communication system
- ☐ Cabling for Audio Video and Security designed by others
- ☐ Pathways for systems designed by others for the following:
  - ☐ Audio-Video
  - ☐ Broadcast
  - ☐ DAS
  - ☐ Security
  - ☐ Wi-Fi

Acoustics:

- ☐ On-site acoustical assessment of existing spaces: [#] site visit(s)
- ☐ Environmental noise assessment: [#] site visit(s)
- ☐ Recommendations for room acoustics and/or reverberation control
- ☐ Recommendations for sound isolation
- ☐ Acoustic modeling and auralization
- ☐ Review architectural documents relating to acoustics
- ☐ Recommendations for sound retarding doors and/or operable partitions
- ☐ MEP systems noise control guidelines
- ☐ Review MEP systems documents relating to noise
- ☐ Building vibration assessment
- ☐ Acoustic commissioning

Meetings and Travel Time

These numbers include the numbers for meetings and observations referenced elsewhere in the document.

☐ Perform [#] initial site observation visit(s) with report.
☐ Attend [#] design coordination meeting(s).
☐ Attend [#] pre-bid meeting(s).
☐ Attend [#] bid opening meeting(s).
☐ Attend [#] on-site construction meeting(s).
☒ Perform [2] construction site observation visits with report.

Additional Services

The services listed under Scope of Services which are not checked may be considered additional services. Additional services shall be provided only upon authorization by the Client and shall be paid for by the Client as hereinafter provided. Fees will be invoiced on a time and expense basis for any Additional Services authorized in writing by the Client and will be invoiced separately at the following standard hourly rates. Other additional services may include, but are not limited to:

Modifications to base building utilities or utility improvements to space
Evaluation of substitutions
Value engineering
Responses to construction RFIs where such information is available to the contractor
Services made necessary due to default or insufficient work of a contractor
Envelope compliance documentation based on architect's proposed design
BIM Renderings
Design of theatrical/stage lighting
Photorealistic renderings of lighting designs
Under-slab or underground package for submittals or permit
Equipment procurement packages.
Siphonic Storm Systems design
Foundation Drainage design - based on information provided by third party geotechnical engineer
Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Consultant is party thereto
Provent/Sovent Single Stack Sanitary Venting System
Design of broadcast lighting
Storm water design
Documentation of, or modification to, base building utilities within tenant space which services other spaces
Street lighting
Solar hot water system design
Photovoltaic power system design
Lightning protection design
Wind power system design
Mock-ups
- Computational fluid dynamics (CFD) modeling applications not explicitly listed elsewhere

Preparation or modification of BIM model for the purpose of integration into computer maintenance management system (CMMS)
Involvement in Water Management Program
- Fault Current Studies and Reports
- Coordination Studies and Reports
- Arc Flash Studies and Reports

Changes resulting from sponsorships post design
- Selective demolition of construction assemblies for assessment scopes of work.

Assumptions

Basis of Proposal

The Scope of Services above is based on the information provided to Henderson as of the date of this proposal. Changes to the scope, changes in conditions, additional information, or redesigns may necessitate additional services.

Plan documents

Plans are generally coordinated with other disciplines but minor clashes may still exist. It is the expectation of Henderson that an installation contractor will be retained to cross check final equipment and component dimensions once they have completed the submittal process. Specifications and/or details will include some accessories that are not shown on plans due to scale limitations. Plumbing plans cover components within 5'-0" outside of the building and do not include foundation drainage.

BIM Assumptions

Definition of BIM Model
Building Information Model (Model) is a digital representation of physical and functional characteristics of a facility. A Model is a shared knowledge resource for information about a facility forming a reliable basis for decisions during its life-cycle; defined as existing from earliest conception to demolition.

Level of Development (LOD):
In general terms, systems covered by this scope of work are graphically represented within the Model as a specific system, object, or assembly with approximate quantities, size, shape, location, and orientation. Model content is limited to show the routing and installation intent of building systems and is generally coordinated with the architectural design and design of other consultants. Final coordination is the responsibility of the installation contractor.

Authorized Uses are Limited to the Following:
The Model is suitable for general clash detection with other consultants' elements and systems. If the Model is used to generate quantity take offs for cost estimating purposes, there is no guarantee of completeness or accuracy. When conflicts arise, the contract documents take precedence over the Model. The Model may be used to show ordered, time-scaled appearance of majority of detailed architectural and other consultants' elements and systems. The Model and its content may only be used as stated above and only for this Project. It may not be used for any other purpose without first obtaining Henderson's written permission.

Copyright and Distribution:
Henderson is not transferring its copyrights or other rights in the Model or the Model content. The Client will be given a license to use the Model for the Authorized Uses listed above. The recipient may not distribute the Model or the content of the Model, to any other person or entity, including contractors or other consultants on the Project, nor may it be shared with anyone within the Client's organization who does not have a need to access it for the listed uses on this project without the written consent of Henderson.

BIM Execution Plan (BEP)
As soon as is practicable, but in no event later than thirty (30) days after the execution of the Contract between the Owner and the Construction Manager, all Project Participants shall meet, confer and use their best efforts to agree upon the terms of or modifications to a BIM Execution Plan. In the event of a conflict between this contract and the BEP, this contract shall control unless all parties agree in writing to adopt the BEP.

Facility Management Integration Excluded
The Model will be used to represent the design intent for reference on this Project only. The Model is not intended to be used for data integrated into a Computerized Maintenance Management System (CMMS). It is not intended to be used for ongoing operations. This service use can be provided as an additional service.

Level of Assumed Reliability
Unless otherwise stated in the agreed BEP, the reliability of existing objects is assumed to be Level 0 as defined below.

- Level 0 – Object location is based on as-built information. Henderson is not responsible for accuracy of assumed object locations.

- Level 1 – Object location is based on Radar scanning, Lidar scanning, or Photogrammetry identified information. Henderson is entitled to rely on provided information with the assumption that scanned objects are within 6 inches of their indicated location. Properties of and data associated with scanned objects are not verified.
- Level 2 – Object location is based on Level 1 plus physical verification of object properties.

Expert Witness

Expert witness services and other services related to legal proceedings are explicitly excluded from this Agreement.

Hygrothermal Analysis

Hygrothermal Analysis services and other services related to vapor barriers are explicitly excluded from this Agreement.

Fee Details

All Compensation to be in US Dollars net of tax

Reimbursable Expenses

Client shall reimburse Henderson, at the multiplier listed in the Fee Detail, for reimbursable expenses necessarily incurred by Henderson in relation to the Project. Reimbursable expenses include, but are not limited to:

a. Reproductions, plots, postage, handling, and delivery of Project related documents and electronic media requested by the Client or Owner
b. Travel expenses including, but not limited to, airfare, lodging, meals, airport parking, and car rental
c. Overnight delivery, handling, and postage charges
d. Local delivery, handling, and postage charges
e. Automobile mileage, required to meet Project meeting requirements and site visit requirements, calculated at the current published IRS standard mileage rate.

Local Tax

Sales, excise, and/or other local tax ("Local Taxes") will be applied when required by law. Any Local Taxes are in addition to, and are not included in, the stated fee. Any necessary Local Taxes will be billed to Client and are payable within thirty days of the invoice.

HOURLY RATE SCHEDULE - $ per hour

Engineering Rates	
Director and Executive	225-240
Practice / Technical Manager	200
Project Manager	185-195
Senior Engineer/Designer	195
Lead Engineer/Designer	170
Engineer / Designer III	155
Engineer / Designer II	140
Engineer / Designer I	125
Site Observation Specialist	125
BIM Technician	100
Project Administration	95-100

Construction Management + Commissioning	
Director and Executive	225-240
Construction Management	220
Pre-Construction Management	170
Project Development	165
Commissioning Manager / Agent	175
Technician	140
Estimator	165
Project Administration	95-100

Terms & Conditions

This Agreement is entered into by the Client and Henderson Engineers, Inc. (Henderson). For purposes of this document the term Henderson pertains to all employees, officers, directors, and all divisions of Henderson Engineers, Inc.

Performance of Services: Henderson shall perform the basic services as outlined above, and additional services as required or directed by the Client in consideration of the fee arrangements and payment terms described in this Agreement. Henderson shall perform its services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. Henderson shall perform its services as expeditiously as is consistent with the standard of care.

Verification of Existing Conditions: Because evaluation of the existing structure or site requires that certain assumptions be made regarding existing conditions the Client agrees to indemnify and hold Henderson harmless from and against any and all damage, liability and cost arising or allegedly arising out of any existing conditions which Henderson is unable to verify. Henderson shall not be required to sign any documents that would result in Henderson having to certify, guarantee or warrant the existence of conditions that Henderson cannot ascertain.

Changed Conditions: In light of occurrences or discoveries that were not originally contemplated by or known to Henderson, Henderson may at such time call for Agreement renegotiation. If terms cannot be agreed to through good faith negotiations, the parties agree that either party has the absolute right to terminate this Agreement.

Hazardous Materials: In the event Henderson or any other party learns of asbestos, toxic materials, or other hazardous materials ("Hazardous Materials") at the jobsite, Henderson may, at its option and without liability for any damages, suspend performance of services until the Client identifies, abates and/or removes the Hazardous Materials and warrants that the jobsite is in full compliance with applicable laws and regulations. Henderson is not responsible for any services related to Hazardous Materials or any claims resulting from the existence, discovery, or removal of Hazardous Materials or costs associated therewith.

Client Responsibilities: Client shall provide information in a timely manner regarding requirements for and limitations on the Project, detailed layouts showing the location of connections, tabulations and information on equipment designed, specified, or furnished by others, a copy of the preliminary estimate or updated estimates of the cost of the work, bidding documents, bid tabulations, negotiated proposals and Agreement documents, including change orders and construction change directives, as well as any information requested by Henderson. Henderson shall be entitled to rely upon the accuracy and completeness of information provided by Client. Client represents that it has obtained all necessary rights, approvals, and consents necessary for Henderson to use, in the course of performing Services hereunder, any information provided by Client. Client shall provide safe access to all areas requiring observations at no cost to Henderson and without further consideration.

Notification of Defects: Client shall promptly report to Henderson any defects or suspected defects in Henderson's services of which Client becomes aware. Failure by Client, or its contractors or subcontractors, to promptly notify Henderson shall relieve Henderson of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

Opinions of Probable Costs: In providing opinions of probable cost, the Client understands that Henderson has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of Henderson's qualifications and experience. Henderson makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs. Henderson shall be compensated as Additional Service, as provided for herein, for all time spent to review, redesign and to incorporate revisions due to probable costs.

Substitutions and Value Engineering: Substitutions and value engineering reviews shall be submitted in a timely manner so as to cause no delay. Henderson shall be compensated as an Additional Service for any modification to the Construction Documents required due to Owner approved substitutions or value engineering. If the Client accepts a change that is not recommended in writing by Henderson, the Client agrees to indemnify, defend, and hold Henderson harmless from any claim, damage, liability, or cost which arise in connection with, or as a result of, the incorporation of such changes accepted by the Client.

Ownership of Documents: All documents, including all documents on electronic media, prepared by Henderson under this Agreement are instruments of Henderson's professional service and shall remain the property of Henderson and may be used by Client for purposes of constructing and maintaining this Project, but may not be

modified or used by the Client for any other purpose without the written prior consent of Henderson. Any unauthorized use or modification of Henderson's instruments of services shall be at Client's sole risk and with no exposure to Henderson. Further, to the extent permitted by law, Client agrees to release, indemnify, and hold harmless Henderson and its subconsultants from all costs and expenses, including the cost of defense, related to damages, liabilities, claims and causes of action arising from the Client's reuse or modification of the Instruments of Service.

Interpretation of Documents and Reports: The Client shall confer with Henderson before issuing interpretations or clarifications, or allowing others to issue interpretations or clarifications, of reports or documents prepared by Henderson. Henderson is not responsible for interpretations of its documents by others.

Construction Phase Services: Henderson shall be responsible only for those Construction Phase services expressly required of Henderson in the Scope of Services section of this Agreement. With the exception of such expressly required services, Henderson shall have no other obligations during construction and Client assumes all responsibility for all other necessary Construction Phase professional services. Client waives all claims against Henderson that may be connected in any way to Construction Phase professional services except for those services that are expressly required of Henderson in the Scope of Services. If Henderson's scope of services includes site observation, Henderson shall visit the Project at appropriate intervals during construction to become generally familiar with the progress and quality of the work and to determine if the work is proceeding in general accordance with the Agreement Documents. Henderson is not required to make detailed inspections or to provide exhaustive or continuous project review and observation services. Henderson does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or other entity furnishing materials or performing any work on the Project.

Jobsite Safety: The Client agrees that the contractor is solely responsible for jobsite safety and construction means and methods. Neither Henderson's services nor presence at the site shall relieve the contractor or any other entity of its obligations, duties and responsibilities necessary for performing or coordinating all portions of the work and any health/safety precautions required by regulatory agencies. Henderson and its personnel have no authority to exercise any control over any contractor or other entity or its employees in connection with its work or any health/safety precautions.

Payment: Henderson shall submit invoices for services and reimbursable expenses in accordance with its standard practices, unless otherwise agreed. Client shall review such invoices and, if they are considered incorrect or untimely, Client shall so notify Henderson of its dispute within ten days of its receipt of the invoice. Client must pay all undisputed amounts to Henderson within 30 calendar days of the invoice date. No deductions may be made from Henderson's compensation without the consent of Henderson.

Interest & Collection Costs: If payment is not received by Henderson when due, the Client shall pay as interest an additional charge of one (1.0) percent (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. In the event legal action is necessary to enforce the payment provisions of this Agreement, Henderson shall be entitled to collect from the Client, to the fullest extent permitted by law, any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by Henderson in connection therewith and the reasonable value of Henderson's time and expenses spent in connection with such collection action, computed at Henderson's prevailing fee schedule and expense policies.

Betterment: If, due to Henderson's error, any required item or component of the Project is omitted from the Construction Documents produced by Henderson, Henderson's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the Construction Documents. In no event will Henderson be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project.

Mutual Waiver: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Henderson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

Dispute Resolution: Any claims or disputes between the Client and Henderson arising out of this Agreement

or the services to be provided hereunder, except for claims related to Client's non-payment of compensation due, shall, as a condition precedent to litigation, be submitted to non-binding mediation in the Kansas City area. The costs of the mediator shall be shared equally between the parties. If a dispute is not resolved after mediation either party may submit such dispute to litigation. Venue for litigation shall be Johnson County, Kansas. If Client is in default of the payment terms of this Agreement. Henderson may begin collections actions, including litigation, at its discretion without attempting mediation. Client and Henderson shall commence all claims and causes of action, whether in Agreement, tort, or otherwise, against the other arising out of or related to this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of substantial completion of the work. Client and Henderson waive all claims and causes of action not commenced in accordance with this Section.

Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and Henderson, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Henderson and its subconsultants to the Client for any and all injuries, claims, losses, expenses, damages of any nature whatsoever or claims expenses arising out of this Agreement, or the services to be provided hereunder, from any cause or causes, so that the total aggregate liability of Henderson and its subconsultants to the Client shall not exceed Henderson's total fee for services rendered on this Project or $10,000, whichever is greater. Such claims and causes include, but are not limited to Henderson's, errors, omissions, strict liability, indemnity, breach of Agreement or breach of warranty.

Waiver of Subrogation: Client and Henderson waive against each other and Owner (if different than Client), Henderson's subconsultants, Client's separate contractors and consultants, agents, and employees of each and all of them, all damages covered by insurance provided herein, except such rights as they may have to the proceeds of such insurance. Client and Henderson shall, where appropriate, require similar waivers of subrogation from subconsultants and subcontractors and shall require each of them to include similar waivers in their contracts.

Suspension: If Client fails to make payments when due under this Agreement, Henderson may elect to suspend performance of services upon five (5) calendar days' notice to Client. Henderson shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If the Project is suspended, delayed, or abandoned for more than 90 days, Henderson may renegotiate or terminate this Agreement.

Termination: This Agreement may be terminated at any time by either party upon seven (7) days' written notice should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Client shall pay Henderson for all services rendered to the date of the termination, and all reimbursable expenses incurred prior to termination.

Construction Before Design Completion: If construction work begins before Henderson's design is complete, the Client agrees to waive all claims against Henderson for design changes and modifications of portions of the work already constructed due to the Client's decision to employ this process. The Client further agrees to compensate Henderson as an additional service where Henderson is required to modify, correct or adjust the Construction Documents and coordinate them because of the Client's decision to construct the Project this manner. If Client elects to solicit bids based on incomplete or schematic drawings Henderson is not responsible for change orders or increased costs that arise from the addition of details in the design process or other changes to the design prior to completion.

Delays: Henderson shall not be responsible for delays which are due to causes beyond its reasonable control, including, but not limited to: (a) acts of God; (b) epidemics, pandemics, and quarantines, (c) flood, fire, earthquake or explosion; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (e) law; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages, or slowdowns or other industrial disturbances; and (i) delays caused by Client or its contractors, consultants, or other parties not under the control of Henderson. In the case of any such delay, the time of completion shall be extended accordingly. If Henderson's services are delayed or extended more than three (3) months beyond the date listed in this Agreement for reasons other than the negligence of Henderson, Henderson reserves the right to modify the fee.

Residential Units: If Henderson's services include design of residential units, such services and construction documents are intended solely for the design and construction of residential rental units under the ownership and control of a single, integrated owner. In the event the Project is changed to any other purpose or use, including, but not limited to, subdivision into

individual units for sale, Henderson shall have no responsibility, and shall be released from all obligations and liabilities for the project, and each and every right, license and/or ownership interest of the Client in the construction documents shall be void. The Client shall be expressly prohibited from making any further use of the construction documents for any purpose, including, but not limited to, the conversion of the project to another purpose. If the Project is converted to condominiums at any time, the Client agrees, to the fullest extent permitted by law, to waive any claims against Henderson, defend Henderson against any claim from a future owner, and indemnify Henderson for any cost, loss, or damage to Henderson resulting from any claim brought by any party against Henderson related to any change in use of the project. Client agrees that this provision and obligations hereunder shall survive the termination of this Agreement.

LEED: If one of the goals of the Project is to achieve certification under the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED®) or other green building-rating system, Client understands that the Project cannot achieve LEED certification until after substantial completion of construction and will be subject to the LEED-certification process and procedures as determined by the USGBC, which are outside of the control of Henderson. Further, LEED certification will require input and effort from the Client and other parties associated with the Project that are not parties to this Agreement. Henderson will make reasonable efforts to pursue LEED certification for the Project, subject to scope of services, terms and provisions of this Agreement. Henderson cannot, however, guarantee LEED certification or the actual performance of the building based on Henderson's design drawings, specifications, or resource use or consumption modeling for This Portion of the Project, nor can it guarantee certain performance levels anticipated through the LEED-certification process.

Energy Modeling: If Henderson is to provide energy modeling under this Agreement, the Client understands that any estimate of cost or energy savings represents Henderson's professional opinion. Energy savings and costs may be affected by factors outside of Henderson's control and Henderson does not guarantee or represent that the actual cost or energy consumption will not vary from any such estimates.

Peer Review: If Henderson's scope of services includes review of designs completed by others, Client agrees that Henderson is not responsible for designs completed by others, nor is Henderson responsible for reviewing any design or other component outside of its specific scope of services. Henderson's peer review scope of services does not include reviewing or evaluating existing conditions or signing and sealing any documents. Henderson's peer review of the design of others does not relieve the original designer of liability for its design. The original designer remains responsible for all documents and for the final design and construction documents. Client agrees to indemnify and hold Henderson harmless from and against any and all claim, damages, liability and cost arising or allegedly arising out the design or any services which are not included in Henderson's scope of services.

Prototype Designs: If prototype design is selected in the Scope of Services and the Client intends to reuse the construction documents produced by Henderson under this Agreement on other sites and on other projects, then the Client acknowledges that the design may need to be modified or adapted for each project site. If Henderson is not retained to provide services in connection with any of these reuses, the Client agrees to waive all claims against Henderson that might be contributed to or caused by Henderson's exclusion from the reuses, and any claims which may, with reasonable certainty, have been avoided or lessened by Henderson's participation in any future project involving the reuse of the construction documents. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Henderson harmless from all damage, liability, or cost (including reasonable attorneys' fees and cost of defense) arising from any reuse of the construction documents on any other project or site without the involvement of Henderson in the construction phase services normally associated with such a project

Governing Law: This Agreement shall be governed by the laws of the State of Kansas.

Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Third Party Beneficiaries: Nothing in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Henderson.

Assignment: Henderson and Client bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither party may assign this Agreement without the written consent of the other.

Survival: Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Henderson, which agree that this Agreement shall be

reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Any dispute resolution provisions, limitations of liability, and indemnities shall survive termination of this Agreement.

Infection Control: If infection control services are included in this Agreement, Client understands that infection control services are recommendations to mechanical systems to improve infection control based on current knowledge and strategies. Henderson does not guarantee or represent that the services will prevent infection.

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

May 30, 2024
Proposal No. 12PHX02-05466

Brandon Sobiech, PLA, ASLA
DIG Studio
3003 North Central Avenue, Suite 800
Phoenix, Arizona 85004

Subject: Proposal to Provide Geotechnical Engineering Services
AJ Chandler Park
3 South Arizona Avenue
Chandler, Arizona

Dear Mr. Sobiech:

Ninyo & Moore is pleased to submit this proposal to provide geotechnical engineering services for the above-mentioned project. This proposal is based on the information that we received from your office and it outlines our scope of services, project assumptions, anticipated schedule, and fee for this phase of work.

SITE/PROJECT DESCRIPTION

We understand the City of Chandler has selected your firm to design improvements to the existing AJ Chandler Park located at 3 South Arizona Avenue in Chandler, Arizona. The park improvements may include decorative hardscape plazas; relocated and new public art; extensive shade tree infrastructure including below ground soil improvements; event lawns; seasonal plazas with social activities; seating and site furniture; park lighting; park power and miscellaneous asphalt and concrete pavement. The architectural improvements may also include two innovation canopies flanking the Arizona Avenue crosswalk, storage rooms, new restrooms, two park pavilions.

SCOPE OF SERVICES

We will conduct the follow scope of services for this project:

- Review pertinent background data including in-house geotechnical and soils data, available geotechnical and as-built data from adjacent projects, available aerial photographs, and published geologic data.
- Prepare an exploration plan for the explorations for review and approval.
- Conduct a field trip to the site for geologic reconnaissance.

- Coordinate with City of Chandler personnel to gain access to the site. While on site, we will avoid / reduce our exposure to pedestrian and park traffic.

- Mark-out the boring locations in the field and arrange for the locating of underground utilities through Arizona 811.

- Drill up to six exploratory test borings within the project footprint. These borings will extend 10 to 20 feet deep and will be advanced with truck-mounted drill rig equipped with hollow-stem auger (HSA) drilling methods. A Ninyo & Moore employee will collect relatively undisturbed samples and bulk samples within these borings for laboratory testing, and will be responsible for preparation of field boring logs.

- Collect soil samples in the borings at 2.5-foot intervals for this first 10 feet and 5.0-foot intervals thereafter using the ASTM International (ASTM) Test Methods D1586 (standard penetration test with split-barrel sampling of soils) and D3550 (ring-lined barrel sampling of soils) for laboratory testing and analysis.

- Perform laboratory tests to evaluate index, strength and chemical properties of the subsurface soils.

- Compile and analyze the accumulated data.

- Prepare a draft geotechnical report to include logs of the exploratory borings and results of the laboratory testing. The report will be reviewed and sealed by a Professional Engineer, registered in the State of Arizona. The report will include the following:

    - Description of work scope, laboratory, and field procedures;

    - Subsurface soil, rock (if encountered) and groundwater conditions;

    - General seismic characteristics;

    - Maps and boring plans; and

    - Boring logs including laboratory test results.

    The report will also contain engineering analyses, conclusions, and geotechnical engineering recommendations, including:

    - Excavation characteristics of on-site soils;

    - Earthwork factors, including rippability;

    - Potential for re-use of on-site soils;

    - Subgrade preparation measures;

    - Side slope stability;

    - Vertical shoring guidelines;

    - Recommendations for special soil conditions such as expansive, collapsible, or highly compressible soils;

- Recommendations for suitable foundation spread footing;
- Allowable net bearing pressures for shallow spread foundations and recommended dimensions and depths;
- Estimated settlements (total and differential settlements) for the recommended foundations;
- Recommendations relative to site drainage;
- Light and heavy-duty on-site pavement sections;
- Off-site pavement section per the City of Chandler standards;
- Agronomic results; and
- Potential corrosive attack to steel and concrete.

- Collect one round of review comments associated with the above-mentioned draft report and prepare a final geotechnical report that will be sealed by a Professional Engineer, registered in the State of Arizona.

ASSUMPTIONS

We have made the following assumptions in the preparation of this proposal:

- The field work will be performed during daytime hours.
- The site is accessible to normal, two-wheel drive, truck-mounted drilling equipment, and site access will be granted.
- The work can be accomplished using HSA drilling methods operating at a normal rate of penetration.
- The excavations will be backfilled with the drilling spoils.
- Some ground disturbance should be expected as a result of our field work.
- No traffic control measures will be needed for this project.
- Ninyo & Moore will not need to obtain any environmental clearance as a part of this project.

SCHEDULE

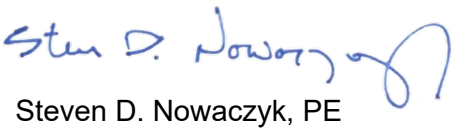
We are prepared to commence this work immediately. The field work could be scheduled within six weeks of receiving right-of-entry and should take about five days to finish. After the field work is done, the laboratory testing should be finished in about four weeks, with the report submitted about three weeks after finishing the laboratory testing. Preliminary recommendations can be provided about one week after the field work is done.

FEE

We propose to perform the work scope described above for a fee of $12,000 (Twelve Thousand Dollars). Any additional services, not included in the aforementioned scope, will be charged on a time-and-materials basis in accordance with our current Schedule of Fees. If this proposal meets your expectations, please provide formal authorization.

Ninyo & Moore appreciates the opportunity to provide services on this project and we look forward to working with you.

Respectfully submitted,
NINYO & MOORE



Steven D. Nowaczyk, PE
Managing Principal Engineer

SDN/tlp

Brandon Sobiech, PLA, ASLA
Dig Studio
3003 North Central Ave., Suite 800
Phoenix, AZ 85012

May 30, 2024
24.07.03 REV2

Re: **AJ Chandler Park**
Traffic Engineering and Landscape Architecture Services
Scope and Fee

Lōkahi, LLC (Lōkahi) is very excited to submit this scope and fees for work with Dig Studio on the AJ Chandler Park project for the City of Chandler (COC), located on both sides of Arizona Avenue between Boston Street and Buffalo Street, in the City of Chandler, Arizona. The scope of service and fees is based upon our understanding of the project from our conversations with you. Lōkahi will serve as a sub-consultant for the project to Dig Studio providing traffic engineering and landscape architecture services, including a mid-block pedestrian signal design.

Project Understanding

Lōkahi will provide professional traffic engineering services to Dig Studio to complete a traffic signal analysis and design in this scope to analyze the existing mid-block pedestrian signal. Lōkahi will also provide landscape architecture services to support Dig Studio.

for the AJ Chandler Park.

Summary of Fees for AJ Chandler Park:

Mid-block crossing analysis & plans for signal and Landscape Architecture Services	$26,870.00
Bicycle and Pedestrian Counts (All Traffic Data)	$ 550.00
Total Lōkahi Fee	**$27,420.00**

Please feel free to contact me with any questions that you may have regarding this proposal. We look forward to working with you.

Sincerely,

Jamie Ann K. Blakeman, PE, PTOE
Principal
Lōkahi, LLC

_____ _____
Brandon Sobiech, PLA, ASLA Date

Accepted Dig Studio:

10555 N. 114th Street, Suite 105
Scottsdale, AZ 85259
480.536.7150
www.lokahigroup.com

collaboration unity harmony cooperation

Scope of Services

AJ Chandler Park

May 30, 2024

Project Understanding

Lōkahi will provide professional Traffic Engineering and Landscape Architecture Services to Dig Studio complete a mid-block crossing analysis and construction documents per alternative #1.

Scope of Services

Lōkahi understands tasks include:

Traffic Engineering and Landscape Architecture Services

Task 1 - Mid-block Crossing Warrant Study and Design Plans (Optional Item)

Task 1.1 – Background Information and Data Collection

- Obtain Saturday (11:00 AM to 5:00 PM, or as determined by COC) and weekday PM (2:00 to 8:00 PM, or as determined by COC) peak hour bicycle and pedestrian counts for the mid-block location along Arizona Avenue between Boston Street and Buffalo Street.
- Coordinate design with Ardurra (project civil engineer).
    - Obtain survey and base files from Dig Studio.

Task 1.2 – Pedestrian Signal Warrant Evaluation

- Perform pedestrian signal warrant analysis following the methodology and warrants outlined in the Manual on Uniform Traffic Control Devices (MUTCD)

Task 1.3 – Pedestrian Traffic Signal Design Plan Sheets

Task 1.2.1 60% Design Development - Traffic Signal Design

- Provide traffic signal plans for one (1) mid-block traffic signal, located on Arizona Avenue between Buffalo Street and Boston Street. Signal design will be completed utilizing the City of Chandler approved equipment.
- Schematic design traffic signal plans will include the following sheets:
    - General traffic signal notes, one (1) sheet
    - Traffic signal construction plan sheet (1” = 20’ scale), one (1) sheet
    - Traffic signal equipment/conductor schedules sheet, one (1) sheet
- All designs will comply with ADA, MUTCD, AASHTO, City of Chandler, and MAG standards, details, and specifications.

Task 1.2.2 – 90% Pre-Final Construction Documents - Traffic Signal Design

- After city review, Lōkahi will modify and provide plans to a 90% plan level of completion.
- Pre-final construction document traffic signal plans will include the following sheets:

Task 1.2.3 – 100% Final Construction Documents - Traffic Signal Design

- Lōkahi will address final comments and provide final plans.
- Final construction document traffic signal plans will include the following sheets:

Task 1.4 – Mid-block Crossing Meetings

Meetings shall include:

- Two (2) Team meetings
- One comment resolution meeting for each 60% and 90% submittals – total two (2)

Task 2 – Landscape Architecture Assistance

Task 2.1 – 30% Schematic Design Assistance

Lokahi shall provide landscape architectural services to Dig Studio during the schematic design task providing project background information, schematic design and design reviews.

No deliverables are expected in this task.

Task 2.2 – Landscape Architecture Meetings

- Three (3) Team meetings / charettes
- Five (5) meetings with city staff, team or stakeholders.

Lōkahi shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of each of the Contractors, since these are solely the Contractor's responsibility.

The following tasks are **not** included in this scope of services:

1. Topographic survey, development of an ALTA, Boundary or Title survey. These items will be provided to Lōkahi in an electronic CAD format
2. All base data, utility information, and property lines and easements will be provided to Lōkahi electronically by Dig Studio
3. Traffic count collection as noted only (All Traffic Data to provide)
4. Roadway designs including curb, gutter, and ramp work
5. Development of creating any new easements
6. Re-platting or rezoning efforts
7. Off-Site roadway improvements
8. Permitting or fees for any permitting or permit reviews
9. Building design or structure elements or features
10. Design of construction sequencing, or traffic control plans
11. Utility potholing is not included in this scope of services
12. Structural Engineering services has not been included as part of this scope of services
13. Electrical Engineering has not been included as part of this scope of services
14. Wayfinding signage design has not been included as part of this scope of services
15. Engineering Cost
16. Additional meetings
17. Post design services
18. Striping and signing plans

Lōkahi staff will attend any additional meetings if requested. Time will be billed at the hourly rates.

If this general understanding is not correct or if additional time is needed beyond this Scope of Work, such services can be provided on an additional time and materials basis using the rates outlined below:

Project Manager	$320.00/hour
Project Engineer Sr.	$260.00/hour
Traffic Engineer	$210.00/hour
Traffic Designer	$185.00/hour

Derivation of Cost Proposal: Traffic Engineering and Landscape Services

Estimated Direct Labor & Rates

Classification	Man Hours	Total
Project Manager	3	$960.00
Project Engineer Sr.	38	$9,120.00
Traffic Engineer	50	$10,500.00
Traffic Designer	34	$6,290.00
Total	**125**	**$26,870.00**

Subconsultants

All Traffic Data	*Pedestrian and Bicycle data*	$550.00

Total Direct & Subconsultant Costs **$27,420.00**

Lokahi, LLC



Jamie Ann K. Blakeman, Principal

	Task	Project Manager	Project Engineer Sr.	Traffic Engineer	Traffic Designer	Total
	Traffic Engineering and Landscape Services					
1	**Mid-block Crossing Study and Plans**					
1.1	**Background Info and Data Collection**			2		**2**
1.2	**Pedestrian Signal Warrant**	1	4	8		**13**
1.3	**Traffic Signal Plan Sheets**					
	60% Design Development (includes note, plan and detail sheets) (4 sheets)	1	4	10	14	**29**
	90% Pre-final Construction Documents (includes note, plan and detail sheets) (4 sheets)		4	8	12	**24**
	100% Final Construction Dlocuments (includes note, plan and detail sheets) (4 sheets)	1	2	4	8	**15**
1.4	**Meetings**					
1.4.1	Two (2) Team meetings (online meeting)		2			**2**
1.4.2	One comment resolution meeting for each submittal – total two (2)		4			**4**
2.0	**Landscape Architecture Assistance**					
2.1	30% Schematic Design Assistance		2	2		**4**
2.2	Landscape Architecture Team Meetings / Charettes		6	6		**12**
	Additional Meetings with City Staff, Team and/or Stakeholders		10	10		**20**
Total Project:		**3**	**38**	**50**	**34**	**125**

DRY UTILITY SERVICES
COORDINATION · PLANNING · NEGOTIATIONS

4801 South Lakeshore Drive, Suite 112
Tempe, AZ 85282
(602) 224-5085 • FAX: (602) 955-1578

This is an agreement for services to be provided by Dry Utility Services ("Consultant"). Work shall commence upon receipt by Consultant of a signed copy of this Agreement. This Agreement shall not be effective unless signed and returned by Client within 60 days from the date stated below.

AGREEMENT BETWEEN CLIENT AND CONSULTANT

Client Name: DIG STUDIO
Address: 3003 NORTH CENTRAL AVENUE
SUITE # 800
PHOENIX, AZ 85012
Attention: BRANDON SOBIECH
Office/Cell: 602-595-4101 X.202 / 480-787-8124
Fax/Email: / brandon@digstudio.com

Date: MAY 29, 2024
Agreement Amount: SEE ATTACHED FEE SCHEDULE
Consultant Project No.: RRW4121
Project Manager: RON WATSON
Project Description: AJ CHANDLER PARK PHASES I-III - NEC OF S. ARIZONA AVE AND E. BOSTON ST. 3 S. ARIZONA AVE CHANDLER, AZ 85225. DRY UTILITY COORDINATION

In consideration of their mutual promises, Client and Consultant agree as follows:

A. Consultant agrees to perform the following professional services:

Utility Management and coordination services more fully described in Exhibit A attached hereto and, by this reference, made a part of this agreement.

B. Client agrees to compensate Consultant for such services as follows:

See Consultant's Fee Schedule that has been incorporated into the scope of services attached.

C. The standard terms and conditions set forth below and on the reverse side are incorporated hereinto and made a part of this agreement.

I. GENERAL

1. All agreements on Consultant's part are contingent upon, and subject to, the provision that Consultant shall not be responsible or liable for any direct, indirect or consequential damages or be in default or to be deemed to be in default by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God, and any other delay unavoidable or beyond Consultant's reasonable control. Consultant shall also not be in default due to shortages or unavailability of labor at established area wage rates or delays caused by failure of Client or Client's agents, to furnish information or to approve or disapprove Consultant's work promptly, or due to late, slow or faulty performance by Client, utility companies, contractors, or government agencies, the performance of whose work is precedent to or concurrent with the performance of Consultant's work. In the event of any such cause of delay, the time of completion shall be extended accordingly.

2. In the event any or all portions of the work prepared or partially prepared by Consultant are suspended, abandoned, terminated or should Client transfer his interest in the project, Consultant shall prepare a closing statement and Client shall pay Consultant for the work performed, not to exceed the maximum contract amount (including amounts due under Payment Section, item 2 below). Client shall notify Consultant of suspension, termination, abandonment or transfer of interest, in writing.

3. Client shall provide at his expense, such existing site plans, improvement plans and other drawings, title reports, governmental permits and other information and materials necessary for Consultant to complete the work contemplated by this Agreement.

4. No other relationship is intended to be created, nor shall it be construed that Consultant has any right to incur any liabilities as a partner of or other status on behalf of Client. Consultant will not have authority or responsibility to sign utility contract documents or permits on behalf of Client. Client agrees to send written authorization to third parties when requested by Consultant.

5. In the event that all of the services required to be performed under this Agreement have not been performed within twelve (12) months from the date hereof, for any reason other than a default by consultant hereunder, consultant shall have the right, upon giving thirty (30) days' prior written notice to Client to advise Client of any changes in its fees charged for services hereunder. If client does not object in writing to a fee increase within such thirty (30) day period, such increased fees shall be in effect for the remainder of the Agreement. Should client object to such fee increase, consultant shall have the option, in its sole discretion, to terminate this Agreement and to be paid to the date of termination for all services rendered and costs incurred to the date of termination.

(TERMS AND CONDITIONS CONTINUED ON REVERSE SIDE)

6. Client agrees to indemnify and hold Consultant harmless from and against all claims, damages, losses and expenses, including but not limited to, attorney's fees arising out of or related to the project or this Agreement, excepting any claims, damages, losses and expenses arising out of or resulting from the gross negligence or willful act of Consultant or its employees. The entire liability of the Consultant and his employees, with the exception of liability for personal injury, shall in no event exceed the total amount actually paid to the Consultant by the Client for services performed hereunder.

7. All drawings, specifications and other work product of Consultant for this project are instruments of service for this project only and shall remain the property of Consultant whether the project is completed or not. Reuse of any of the instruments of service of Consultant by Client on extensions of this project or on any other project without the written permission of Consultant shall be at Client's risk and Client agrees to defend, indemnify, and hold harmless Consultant from all claims, damages and expenses including attorney's fees arising out of such unauthorized reuse of Consultant's instruments of service by Client or by others acting through Client.

8. Consultant makes no warranty, either express or implied, as to his findings, recommendations, specifications, professional advise or other work except that these were prepared in accordance with the generally accepted standards of the profession.

9. Consultant makes no representation concerning the cost figures made in connection with maps, plans, specifications, drawings or estimates of quantity for materials other than that all cost figures and quantities are Consultant's opinion of probable costs made on the basis of Consultant's experience and qualifications and Consultant shall not be responsible for fluctuations in cost factors or figures.

10. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees, expert fees, court costs, and attorney's fees shall be paid to the prevailing party.

11. This Agreement binds Consultant and Client and their successors, and assigns. Neither party shall assign, sublet or transfer its interests, rights or obligations in the Agreement without the written consent of the other party hereto.

II. PAYMENT

1. Consultant shall submit invoices to Client from time to time as services are provided.

2. Client shall pay the cost of all reimbursable items such as fees, permits, messenger and/or special delivery charges, blueprints and reproductions, travel, and other out-of-pocket expenses directly related to Client's project. In the event such reimbursable items are paid directly by Consultant, then such charges and expenses shall be invoiced to Client at direct cost plus fifteen (15) percent for handling.

3. Any services agreed to be performed by Consultant at the request of Client in addition to those set forth herein shall be paid for by Client as extra work in accordance with Consultant's prevailing hourly rates. No extra work shall be performed by Consultant without written authorization by Client.

4. Client shall promptly review invoices and notify Consultant of any objection thereto. Absent such objection in writing within ten (10) days of the date of the invoice, the invoice shall be deemed proper and acceptable.

5. In the event any invoice is not paid within thirty (30) days after rendering of the invoice, it shall commence bearing interest on the date the invoice was rendered at the rate of eighteen (18) percent per annum (or such rate as may be maximum interest permissible under applicable law, whichever is lower) and Client agrees to pay all accrued interest, together with the charges for services rendered.

6. In the event any invoice submitted under this Agreement or under any other agreement between Client and Consultant is not paid in full within sixty (60) days after rendering, Client agrees that Consultant shall have the right to consider said default a material breach of this Agreement. Client shall have ten (10) days thereafter in which to cure said default. If said default is not cured by Client, Consultant shall have the right, in addition to all other available rights and remedies, to terminate this Agreement, even if the default is in payment of an invoice submitted under another agreement, and to terminate all other agreements between Client and Consultant, and Client shall then promptly pay Consultant for all of the fees and charges and for all of their services performed by Consultant to the date of termination.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions above stated, the day and year first above written.

	DRY UTILITY SERVICES, INC.
Client	Consultant
By:	By:
	Ron Watson
	05/29/2024
Title Date	President Title Date

EXHIBIT "A"

"SCOPE OF WORK"

DRY UTILITY MANAGEMENT SERVICES

CLIENT: **DIG STUDIO**

PROJECT: **AJ CHANDLER PARK PHASES I-III – NEC OF SOUTH ARIZONA AVENUE AND EAST BOSTON STREET. 3 SOUTH ARIZONA AVENUE, CHANDLER, AZ 85225 (RRW4121)**

DATE: **MAY 29, 2024**

I. SCOPE OF SERVICES:

Conduct site investigation and review pertinent dry utility data as made available from the electric, natural gas, telephone and cable television companies.

Meet with each utility to determine or confirm capabilities, specific source locations, estimates of design and contract preparation timeframes.

Assist in the identification of potential utility conflicts with the proposed grading, sewer, water and storm drain systems based on plans provided by Client.

Assist Client in the resolution of onsite and perimeter dry utility conflicts between planned improvements and existing natural gas, electric, telephone and CATV systems. Conflicts covered by this scope of services are:

1. Coordination associated with utility site clearing/removals.
2. Coordination associated with easement abandonments.

If additional conflicts are found during project development process, they will be reviewed and may be considered additional services to be covered by Consultant's change order.

Review utility design options for advantageous tariff applications.

Prepare one (1) opinion of probable costs, if requested by Client, based on plans provided by Client and utility provided information.

Keep Client advised on coordination progress with direct correspondence and copies of correspondence with utility companies.

Identify potential sources for temporary construction power and communications service, if available, based on information obtained through utility representatives. Client or Client's Contractor to coordinate temporary service installation in the field and to make application for service with utility companies.

NOTE:

Consultant can coordinate utility company temporary power and temporary communications designs and contracts if requested by Client, based on direction and service requirements provided by Client. Since this is a service not frequently provided, Consultant's Compensation can be added by an Addendum to this Agreement.

Assist Client in establishing locations for dry utility onsite infrastructure relating to space requirements, aesthetic treatments and utility company specifications.

Interface with Client, architect, civil engineer, landscape architect, electrical and mechanical engineers and other professionals to obtain information for utilities' design preparation.

Consultant can negotiate and obtain variances from utility representatives, if requested by Client. Since this is a service not frequently provided, variances from standard utility requirements will be reviewed and considered an additional service to be covered by the Miscellaneous Services portion of the Compensation Schedule with prior Client approval or an additional services authorization.

Submit plans, track design process and maintain required interface with utility representatives to obtain preliminary design for Client approval. Negotiate a mutually acceptable schedule.

Fees are based on one (1) utility processing to obtain the designs and construction agreements. Fees are based on one phase for the site development work. If the project is broken into additional phases, the current cost per lot/unit for Consultant's services may increase due to the additional work required to coordinate multiple smaller projects.

Changes in plans are typical and expected as the development process progresses. Plan revisions that require modification to the dry utility designs will be made as part of our basic service coordination through the availability and review of the preliminary electric design. **Revisions after the preliminary electric design approval will be reviewed and may be considered additional services to be covered by Consultant's Change Order.**

Coordinate Client's master plan for sequential development with dry utilities.

Required interface with utility company representatives to establish onsite service points for special service needs of the project. Special service needs normally include pump stations, traffic signals, irrigation controller power and landscape lighting. Examples of special needs covered by this scope of services are:

1. streetlight service points (lighting design by others)
2. irrigation controller electric service points
3. entry monument and common area lighting electric service points, if requested
4. utility services to buildings being constructed with initial development or stubs to pad/future building areas.
5. traffic signal service point (if needed)

If additional needs are determined during the project development process, they will be reviewed and may be considered additional service to be covered by Consultant's change order.

Review and distribute preliminary electric design to the development team.

Attend utility design conference and other related meetings as required to complete the design process. If Participation in "regularly scheduled" team meetings in excess of sixteen (16) hours for the project is required, the additional time will be covered under hourly services portion of this agreement with Client approval.

Prepare one dry utility existing conditions exhibit for Phase I to include natural gas, electric, telephone and CATV as applicable.

Review final designs, contracts and right-of-way documents in preparation for Client's approval and signature.

Submit final utility documents to Client.

Coordinate with Client and utility companies for the acquisition of onsite dry utility easements required by the utility companies. Legal descriptions and exhibits to be prepared by utility companies or Client's Engineer.

Coordinate and attend a pre-construction meeting with utility representatives at Client's direction. The level of effort included in the basic services is four (4) hours of consultation during construction. Work related to the construction phase (such as resolution of field problems, attendance at meetings and other duties as directed by Client) beyond the four (4) hours allocated will be considered an additional service to be billed on a time and material basis at prevailing hourly rates. Prior approval from Client will be obtained.

II. CONSULTANT'S COMPENSATION SCHEDULE:

Consultant proposes its' services on a fixed fee plus hourly basis. The basic coordination services described in the previous section are proposed on a fixed fee basis. Miscellaneous additional services (if requested) and team meeting participation in excess of the allowance will be covered on an hourly basis.

Consultant's fees for services shall be payable during the progress of work as follows:

A. FIXED FEE - EXHIBIT A SERVICES:

1. FIXED FEE – EXHIBIT A PHASE I EXISTING UTILITY ANALYSIS:

$ 321.00	upon set-up of project.
$ 964.00	upon completion of initial utility review and planning meetings with utility companies.
$1,125.00	upon completion of existing conditions exhibit.
$ 803.00	upon completion of final proposed resolution.
$3,213.00	**TOTAL**

FIXED FEE - EXHIBIT A SERVICES: PHASE II – SITE CLEARING/REMOVALS:

$1,695.00	at submittal to the utilities for the purpose of site clearing/removals.
$2,712.00	at availability of site clearing/removal preliminary designs.
$2,373.00	at the completion of the negotiations and the availability of the final site clearing/removal designs and contracts.
$1,021.00	at initiation of easement abandonment request to utility companies. (as needed).
$1,247.00	at availability of easement abandonment approval. (as needed).
$9,048.00	**TOTAL**

FIXED FEE - EXHIBIT A SERVICES: PHASE III - NEW BUSINESS COORDINATION:

$3,071.00	at submittal to the utilities for the purpose of an extension of service.
$4,914.00	at availability of electric preliminary design.
$4,300.00	at the completion of the negotiations and the availability of the final utility designs and contracts.

$12,285.00 TOTAL

Fee for each of the stages will be invoiced monthly as the work progresses on the basis of percentage of work actually completed. Fees will not exceed the amounts shown for each stage.

B. MISCELLANEOUS SERVICES AND TEAM MEETING PARTICIPATION: beyond the allowance and if applicable and requested by Client

Consultant's fee associated with hourly services (Exhibit A) shall be on a time and material basis, budgeted not to exceed $1,000.00. Invoices will be prepared monthly as the work progresses in accordance with Consultant's current fee schedule (attached). The agreement ceiling can only be increased with the written authorization of Client.

C. REIMBURSABLE EXPENSES ALLOWANCE:

An allowance for Consultant's reimbursable expenses is recommended. This will assist all parties with accounting issues. Consultant recommends an allowance in the amount of $1,000.00. This amount will cover all normal charges described on Consultant's Fee Schedule that is included with this proposal if Client provides full-size hard copies of plans needed by Consultant for submittals and coordination work.

DRY UTILITY SERVICES

STANDARD FEE SCHEDULE 2024
(Prices good through December 31, 2024)

Compensation of Dry Utility Services for work performed on a time and material basis will be computed as follows:

Principal/President	$189.00/hr.
Vice President/Division Manager	$165.00/hr.
Senior Project Manager	$155.00/hr.
Project Manager	$139.00/hr.
Senior Project Coordinator	$119.00/hr.
Project Coordinator	$105.00/hr.
Drafting/Graphics	$ 71.00/hr.
Administrative Services	$ 68.00/hr.

Consultation in connection with litigation, testimony as expert witness and presentations to and/or direct advocacy roles on behalf of client before public agencies (Federal, State, County and Municipal Governments) and regulatory bodies (Public Utilities Commissions, Corporations Commissions, Public Service Commissions) are considered special services, and as such, Principal's hourly rate will be $275.00, and the Division Manager hourly rate will be $250.00.

MISCELLANEOUS FEES

The following costs are billed at our cost plus 15%:

- Blueprint services and printing (the customer is encouraged to arrange for printing.) Prints and copies will be contracted directly with an outside blueprint company acceptable to Dry Utility Services if clients' blueprint company/account is not used.
- Pick-up and delivery services -- $0.67 per mile plus labor
- Subcontracted services
- Transportation, meals and lodging, and incidental travel expenses
- Commercial delivery services, including UPS, Federal Express, Express Mail and messenger services.

BRV BIEDERMAN REDEVELOPMENT VENTURES

Biederman Redevelopment Ventures Corp.
110 West 40th Street, Suite 2008
New York, New York 10018
(212) 390-1122

July 3, 2024

Brandon Sobiech
Principal / Co-Founder
3003 North Central Ave, Suite 800
Phoenix, Arizona 85012

Dear Brandon:

I write to confirm the retaining of Biederman Redevelopment Ventures ("BRV") by Dig Studio for continued consulting services for programming and design review for the redevelopment of A.J. Chandler Park in Chandler, Arizona.

BRV will provide the following:

- Evaluate existing information: Review and evaluate existing site information and materials for event logistics and infrastructure including but not limited to load in/load out considerations, accessible electricity and electrical capacity, lighting, and shade/weather protection.

- Perform field investigations and site visits: Analyze the existing public use of AJ Chandler Park, the visitor experience, daily programming feasibility, and event desires/needs of the surrounding community.

- Programming Plan: A plan for programming, amenities, and events that aims to energize Phase 1 of Chandler Park at various times of the day, week, and seasons of the year, that aims to create a safe and welcoming environment, exhibit and exemplify local talent and culture, extend the stays of residents, workers, and visitors to Chandler Park, and will include programming and site programming maps, lists of programming activities, and hypothetical schedules for programs, amenities, and events.

- Design review and support: BRV will work with the design team to analyze and improve aspects of the design so that all elements work in concert with the planned programming and operations, and the design avoids unnecessary capital or operating expenditures. BRV will review design documents and make recommendations so that the design includes the necessary infrastructure to support the planned programming and events, such as power needs, lighting, event loading/unloading, storage, restrooms, and appropriate materials.

This consultancy is for four (4) months and will begin on or about August 19, 2024, pursuant to payment provisions below, and finish on or about December 19, 2024. The fee for this consultancy is eighty thousand ($80,000) dollars plus expenses.

The fee for this project is payable by four (4) payments of twenty thousand ($20,000) dollars, and will be invoiced on September 19, 2024, October 19, 2024, November 19, 2024, and December 19, 2024. Payments are due in full ten (10) days after the receipt of funds by Dig Studio. Such payment shall be made by electronic wire bank transfer, to the below account, upon receipt of our electronic fee invoices. Please note that we do not accept payments by check, or any other form of payment other than electronic wire bank transfer.

BRV electronic wire bank transfer account:

Name: BRV Corp
Acct #: 040005299
Routing/ABA: 021000021
Bank: JPMorgan Chase Bank N.A.

We look forward to working with you and your team on the redevelopment A.J. Chandler Park in Chandler, Arizona.

Sincerely,

Dan Biederman, President

For Biederman Redevelopment Ventures Corp.:

Signed

Dan Biederman, President

Print: Name/Title

7/3/2024

Date

With notice where necessary to:
BRV General Counsel

Name: Susan Duke Biederman, Esq.
Address: 13 Turner Drive Chappaqua, NY 10514-1109
Email: sddb4@hotmail.com
Phone (Office and Mobile): 646-866-8652

For Dig Studio:

Signed

Brandon Sobiech, Principal

Print: Name/Title

Date

With notice where necessary to:
Dig Studio General Counsel

Name:
Address:
Email:
Phone (Office and Mobile):

This message contains confidential, privileged, and proprietary information that is, inter alia, the intellectual property of Biederman Redevelopment Ventures and, as such, may not be used, copied, or disseminated in any way, with or by the recipient or any third party, other than for the exclusive purpose of reviewing the proposed scope of this specific proposal.

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MARC TAYLOR INC.

To: Brandon Sobiech, PLA, ASLA
Dig Studio
3003 N. Central Ave., Suite 800
Phoenix, AZ 85012

From: Marc Taylor
Marc Taylor Inc.
15396 N. 83rd Ave., Suite C103
Peoria, AZ 85381

RE: AJ Chandler Park Fee Proposal

July 5, 2024

Dear Brandon –

We appreciate the opportunity to provide Dig Studio with a fee proposal for the **AJ Chandler Park Revitalization** project. We understand we are being asked to provide professional cost estimates at 30% SD and 60% DD.

We understand this to be a $10M development of the existing 2.3-acre park located in downtown Chandler. **Improvements may include, but not limited to**:

- Demolition of existing pavements, water features and structures
- Design of new decorative hardscape plazas
- Relocated and new public art
- Extensive shade tree infrastructure
- Event lawn(s)
- Seasonal plaza(s) with social activities
- Seating and site furniture
- Park lighting
- Park power and WiFi
- Multiple shade canopies and park pavilions
- Storage rooms
- New restrooms

A. The following is a list of qualifications and services for this effort:

1. **Conceptual Cost Estimate Review** **$ 6,600**
   a. Review and comment on qualifications, schedule, general conditions and general requirements.

2. **30% SD Cost Estimates** **$ 16,800**
   a. Includes attending (1) Estimate Kickoff Meeting / (1) Presentation of Estimate.
   b. Includes a summary level detailed cost estimate by area with back up and qualifications.

3. **60% DD Cost Estimates** **$ 17,000**
   a. Includes attending (1) Estimate Kickoff Meeting / (1) Presentation of Estimate.
   b. Includes a summary level detailed cost estimate by area with back up and qualifications.

4. **Project Meetings** **$ 1,935**
    a. Includes consultant meeting attendance at various phases of the project.
    b. Based on three (3) meetings – 3hrs./each @ $215/hr.

TOTAL **$ 42,335**

This fee is based upon estimating one set of drawings, site and civil plans. **Marc Taylor** requests four (4) weeks to complete each cost estimate.

General Clarifications:

1. If total scope of services above is not accepted, **Marc Taylor Inc.** reserves the right to withdraw proposal or modify fee structure. If scope of services is changed, **Marc Taylor Inc**. will need to revisit fee structure and negotiate a mutually acceptable revised proposal.

2. Contract terms will be defined/ modified if required to reach an executable, mutually agreeable contract.

3. **Marc Taylor Inc.** will invoice upon completion of each estimate at the various design phases identified in this proposal. If at no fault of **Marc Taylor Inc.,** the owner and/or Dig Studio have failed to make the issued progress payments before the subsequent next design phase, **Marc Taylor Inc.** reserves the right to stop work, until payment is received.

4. If Dig Studio fails to receive payment from owner, and that failure is in no way due to or caused by the work of **Marc Taylor Inc.**, then Dig Studio shall remit payment to **Marc Taylor Inc.** for services rendered and invoiced.

5. Assume the design packages will be issued as one package. If multiple updates are produced during design phases, **Marc Taylor Inc.** reserves the right to adjust fee to account for estimating packages more than once or having to re-estimate quantities that have already been surveyed.

6. Does not include pricing multiple building cost options.

7. Estimate includes four hours of value engineering (additive or deductive) at each design phase. Pricing of multiple building options is **not** included. Additional value engineering or multiple building options will be priced at $ 215/hr.

8. Special Insurance, errors and omissions or liability requirements beyond MTI's current limitations.

This proposal is accepted by Dig Studio:

Brandon Sobiech, PLA, ASLA / Principal Date
Dig Studio

EXHIBIT “F”
FEDERAL REQUIREMENTS

N/A

Client#: 1089906 DIGSTU

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/23/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USI Insurance Services, LLC 4600 S. Ulster Street, Suite 1200 Denver, CO 80237 800 873-8500	PHONE (A/C, No, Ext): 800 873-8500	FAX (A/C, No):
	E-MAIL ADDRESS: den.certificate@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Casualty Ins Co of America	19046
INSURER B : Travelers Casualty and Surety Company	19038
INSURER C : Charter Oak Fire Insurance Company	25615
INSURER D : Berkley Insurance Company	32603
INSURER E :	
INSURER F :	

INSURED
Dig Studio Inc.
600 N. 4th Street, Suite D
Phoenix, AZ 85004

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 INSR	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:	X	X	6803K78390223	11/26/2023	11/26/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $1,000,000 $5,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	6803K78390223	11/26/2023	11/26/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10000	X	X	CUP3K78438223	11/26/2023	11/26/2024	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB3K50973A	11/26/2023	11/26/2024	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
D	Professional Liability Claims Made			AEC907233106	11/26/2023	11/26/2024	$2,000,000 per claim $4,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insured under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured's work performed on behalf of the certificate holder and owner.
(See Attached Descriptions)

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

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DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, Umbrella/Excess insurance policies applies on a primary and non-contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability. Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

Certificate Holder Name Continues: Attn: CIP City Engineer: Daniel Haskins, P.E.
RE: Project No. CA2402.20, Project: DR. A.J. CHANDLER PARK RENOVATION PHASE 1
Additional Insured: City of Chandler

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to **WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations;

b. In connection with premises owned by or rented to you; or

c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

e. This insurance does not apply to the rendering of or failure to render any "professional services".

f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

B. The following is added to Paragraph **a.** of **4. Other Insurance** in **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** in **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

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injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to **DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

a. After you have entered into that contract or agreement;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section **IV**), Paragraph **4.** (**Other Insurance**), is amended as follows:

1. The following is added to Paragraph **a. Primary Insurance:**

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph **(2)** of Paragraph **b. Excess Insurance** regarding any other primary insurance available to you is deleted.

3. The following is added to Paragraph **b. Excess Insurance**, as an additional subparagraph under Subparagraph **(1)**:

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE Provisions **A. – T.** and **V.** of this endorsement broaden coverage. Provisions **U.** and **W.** of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

A. Broadened Named Insured

B. Incidental Medical Malpractice

C. Reasonable Force – Bodily Injury Or Property Damage

D. Non-Owned Watercraft – Increased To Up To 75 feet

E. Aircraft Chartered With Crew

F. Extension Of Coverage – Damage To Premises Rented To You

G. Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion

H. Medical Payments Limit

I. Increased Supplementary Payments

J. Additional Insured – Owner, Manager Or Lessor Of Premises

K. Additional Insured – Lessor Of Leased Equipment

L. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises

M. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations

N. Additional Insured – Architect, Engineer Or Surveyor

O. Who Is An Insured – Newly Acquired Or Formed Organizations

P. Who Is An Insured – Unnamed Partnership Or Joint Venture – Excess

Q. Per Project General Aggregate Limit

R. Knowledge And Notice Of Occurrence Or Offense

S. Unintentional Omission

T. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract Or Agreement

U. Amended Bodily Injury Definition

V. Amended Insured Contract Definition – Railroad Easement

W. Amended Property Damage Definition – Tangible Property

X. Additional Definition – Contract or Agreement Requiring Insurance

PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Common Policy Declarations is amended as follows:

   The person or organization named in Item **1.** of the Common Policy Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. However, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

2. This Provision **A.** does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to Paragraph **1. Insuring Agreement** of **COVERAGE A BODILY**

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INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):

"Bodily injury" arising out of the rendering of, or failure to render, "first aid" or "Good Samaritan services" to a person, other than a co-"employee" or "volunteer worker", will be deemed to be caused by an "occurrence". For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the furnishing of the services to any one person will be deemed one "occurrence".

2. As used in this Provision **B.**:
   a. "First aid" means medical or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances;
   b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
3. Paragraph **2.a.(1)(d)** of **WHO IS AN INSURED (Section II)** does not apply to any of your "employees", who are not employed as a doctor or nurse by you, but only while performing the services described in Paragraph **1.** above and while acting within the scope of their employment by you. Any such "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
4. The following exclusion is added to Paragraph **2. Exclusions** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I):**

   Sale of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.
5. The insurance provided by this Provision **B.** shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

C. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

The **Expected Or Intended Injury** Exclusion in Paragraph **2. Exclusions** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is deleted and replaced by the following:

Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET

1. The exception contained in Subparagraph **(2)** of the **Aircraft, Auto Or Watercraft** Exclusion in **2. Exclusions** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is deleted and replaced by the following:

   (2) A watercraft you do not own that is:

   (a) Less than 75 feet long; and

   (b) Not being used to carry persons or property for a charge;
2. Only as respects the insurance provided by this Provision **D.**, **WHO IS AN INSURED (Section II)** is amended to include as an insured any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.
3. The insurance provided by this Provision **D.** shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

E. AIRCRAFT CHARTERED WITH CREW

1. The following is added to the exceptions contained in the **Aircraft, Auto Or Watercraft** Exclusion in Paragraph **2. Exclusions** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)**:

   Aircraft chartered with crew, including a pilot, to any insured.

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2. This Provision **E.** does not apply if the chartered aircraft is owned by any insured.

3. The insurance provided by this Provision **E.** shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

F. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is deleted and replaced by the following:

   Exclusions **c.** through **n.** do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

   a. Fire;

   b. Explosion;

   c. Lightning;

   d. Smoke resulting from such fire, explosion, or lightning; or

   e. Water.

   A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE (Section III)**.

2. The insurance under this Provision **F.** does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

   a. Rupture, bursting, or operation of pressure relief devices;

   b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or

   c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. Paragraph **6.** of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

   Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

   The Damage To Premises Rented To You Limit will be the higher of:

   a. $1,000,000; or

   b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

4. Paragraph **a.** of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by 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 to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

5. This Provision **F.** does not apply if coverage for Damage To Premises Rented To You of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is excluded by another endorsement to this Coverage Part.

G. MALICIOUS PROSECUTION – EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION

The following is added to the **Knowing Violation Of Rights Of Another** Exclusion in **2. Exclusions** of **COVERAGE B PERSONAL INJURY, ADVERTISING INJURY AND WEB SITE INJURY LIABILITY** of the **WEB XTEND LIABILITY** Endorsement:

This exclusion does not apply to "personal injury" caused by malicious prosecution.

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H. MEDICAL PAYMENTS LIMIT

The Medical Expense Limit shown in the Declarations for this Coverage Part is increased to $10,000.

I. INCREASED SUPPLEMENTARY PAYMENTS

Paragraphs **1.b.** and **1.d.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** in **COVERAGES (Section I)** are amended as follows:

1. In Paragraph **1.b.**, the amount we will pay for the cost of bail bonds is increased to $2500.
2. In Paragraph **1.d.**, the amount we will pay for loss of earnings is increased to $500 a day.

J. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

   Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and

   b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement.

2. The insurance provided to such additional insured under this Provision **J.** is subject to the following provisions:

   a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and

   b. The insurance afforded to such additional insured does not apply to:

   (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;

   (2) Any structural alterations, new construction or demolition operations performed by or on behalf of such additional insured; or

   (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision **J.** does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

K. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

   Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and

   b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.

2. The insurance provided to such additional insured under this Provision **K.** is subject to the following provisions:

   a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and

   b. The insurance afforded to such additional insured does not apply:

   (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or

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(2) If the equipment is leased with an operator.

3. This Provision **K.** does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

The following is added to Paragraph **2.** of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

M. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

The following is added to Paragraph **2.** of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

N. ADDITIONAL INSURED – ARCHITECT, ENGINEER OR SURVEYOR

1. The following is added to Paragraph **2.** of **WHO IS AN INSURED (Section II)** to include as an insured:

   Any architect, engineer or surveyor engaged by or for you that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" that is caused, in whole or in part, by acts or omissions of you or any person or organization acting on your behalf in connection with your premises or "your work".

2. This Provision **N.** does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

O. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

1. Paragraph **4.a.** of **WHO IS AN INSURED (Section II)** is deleted and replaced by 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. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period;

2. This Provision **O.** does not apply to any organization for which coverage is excluded by another endorsement to this Coverage Part.

P. WHO IS AN INSURED – UNNAMED PARTNERSHIP OR JOINT VENTURE – EXCESS

1. The last paragraph of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

   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 Common Policy Declarations.

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However, this exclusion does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture:

a. That is not shown as a Named Insured in the Common Policy Declarations, and

b. In which you are a member or partner where each and every one of your co-ventures in that joint venture is an architectural, engineering, or surveying firm.

2. This Provision **P.** does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.

3. The insurance provided by this Provision **P.** shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations and which is issued to such partnership or joint venture.

Q. PER PROJECT GENERAL AGGREGATE LIMIT

1. Paragraph **2.** of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

The General Aggregate Limit is the most we will pay for the sum of:

a. Damages under Coverage **B**; and

b. Damages from "occurrences" under Coverage **A** and for all medical expenses caused by accidents under Coverage **C** which cannot be attributed only to operations at a single "project".

2. The following is added to **LIMITS OF INSURANCE (Section III):**

A separate Per Project General Aggregate Limit applies to each "project" for all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A** and for all medical expenses caused by accidents under Coverage **C** which can be attributed only to operations at a single "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations for this Coverage Part.

Any payments made under Coverage **A** for damages and under Coverage **C** for medical expenses shall reduce the Per Project General Aggregate Limit for that "project", but shall not reduce:

a. Any other Per Project General Aggregate Limit for any other "project";

b. The General Aggregate Limit; or

c. The Products-Completed Operations Aggregate Limit.

The limits shown in the Declarations for this Coverage Part for Each Occurrence, Damage To Premises Rented To You and Medical Expense are also subject to the Per Project General Aggregate Limit when the Per Project General Aggregate Limit applies.

3. As used in the Provision **Q.**:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

R. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph **2. Duties In The Event of Occurrence, Offense, Claim Or Suit** of **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

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Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

S. UNINTENTIONAL OMISSION

1. The following is added to Paragraph **6. Representations** of **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

   The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision **S.** does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

T. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT OR AGREEMENT

The following is added to Paragraph **8. Transfer of Rights of Recovery Against Others to Us** of **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or
4. "Your products".

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

U. AMENDED BODILY INJURY DEFINITION

The definition of "bodily injury" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person;

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease; or

c. Care, loss of services or death resulting at any time from such physical harm, sickness or disease.

V. AMENDED INSURED CONTRACT DEFINITION – RAILROAD EASEMENT

1. Subparagraph **c.** of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

   c. Any easement or license agreement;

2. Subparagraph **f.(1)** of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted.

W. AMENDED PROPERTY DAMAGE DEFINITION – TANGIBLE PROPERTY

The definition of "property damage" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"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, tangible property does not include data.

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X. The following definition is added to **SECTION V – DEFINITIONS**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

a. After you have entered into that contract or agreement;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. **BLANKET ADDITIONAL INSURED**

B. **EMPLOYEE HIRED AUTO**

C. **EMPLOYEES AS INSURED**

D. **SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

E. **TRAILERS – INCREASED LOAD CAPACITY**

F. **HIRED AUTO PHYSICAL DAMAGE**

G. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

H. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT**

I. **WAIVER OF DEDUCTIBLE – GLASS**

J. **PERSONAL EFFECTS**

K. **AIRBAGS**

L. **AUTO LOAN LEASE GAP**

M. **BLANKET WAIVER OF SUBROGATION**

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating a covered "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.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. 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 in that individual "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".

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

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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.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

(a) $50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph **C.2.. Limit Of Insurance**, of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL EFFECTS

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects Coverage

We will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects coverage.

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K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

(1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

(a) Overdue lease or loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 01

POLICY NUMBER:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS COMPLETED A WRITTEN AGREEMENT TO PROVIDE THIS WAIVER.

DATE OF ISSUE: ST ASSIGN:

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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.

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 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.

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.

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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".

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" or "property damage" 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 that 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 will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(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 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".

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

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is used to heat, cool or dehumidify the building, or produced by or originating from 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) If such "pollutants" 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;

(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"; or

(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 or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(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

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(b) Claim or suit by or on behalf of any governmental authority or any other person or organization 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".

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 wrongdoing 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) 50 feet long or less; and

(b) Not being used to carry any person 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;

(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 as "mobile equipment" under the definition of "mobile equipment" if such land vehicle 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"; or

(6) An aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

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" arising 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;

(4) Personal property in the care, custody or control of the insured;

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(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 "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of 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".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph **(1)** above.

(3) 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, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**,or **(c)** above is directed.

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 "bodily injury".

Exclusions **c.** through **n.** do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of 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.

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".

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This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed 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:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you 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.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"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

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

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(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or 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 any governmental authority or any other person or organization 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" arising 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. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidenital Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph **(1)** above.

(3) 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

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assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

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 "personal injury".

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**.

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SUPPLEMENTARY PAYMENTS

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 $2,500 for the 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 $500 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.

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" or offense 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** – Coverages – Coverage **A** – Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section **I** – Coverages – Coverage **B** – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", 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:

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a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. 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.

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 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.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(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.

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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.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 50 feet long or less; and

(2) Not being used to carry any person or property for a charge.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, 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 180th 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.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. An organization, other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

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venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

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**.
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 injury" 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".

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be 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 "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:
   a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
   b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
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";

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(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.

e. The following provisions apply to Paragraph **a.** above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph **e.(1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

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 valid and collectible other 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 described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

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, except when Paragraph **d.** below applies.

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 insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(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.

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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.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

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;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

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 websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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2. "Advertising injury":

a. Means injury caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "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".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any of such programming.

6. "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.

7. "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.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "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.

13. "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 "premises damage" 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", "property damage" or "personal injury" 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, roadbeds, 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 Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

14. "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".

15. "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".

16. "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;

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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.

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 vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) 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, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "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.

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21. "Premises damage" means:

a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

b. With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

(1) Fire;

(2) Explosion;

(3) Lightning;

(4) Smoke resulting from fire, explosion or lightning; or

(5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

(1) Rupture, bursting, or operation of pressure relief devices;

(2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or

(3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "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.

23. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will 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 will 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.

24. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization, other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

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25. "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.

26. "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.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "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.

30. "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.

31. "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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ITEM 7

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 24-040

Date:	August 15, 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:	PLH24-0008 Fun Fusion Learning Center

Proposed Motion:

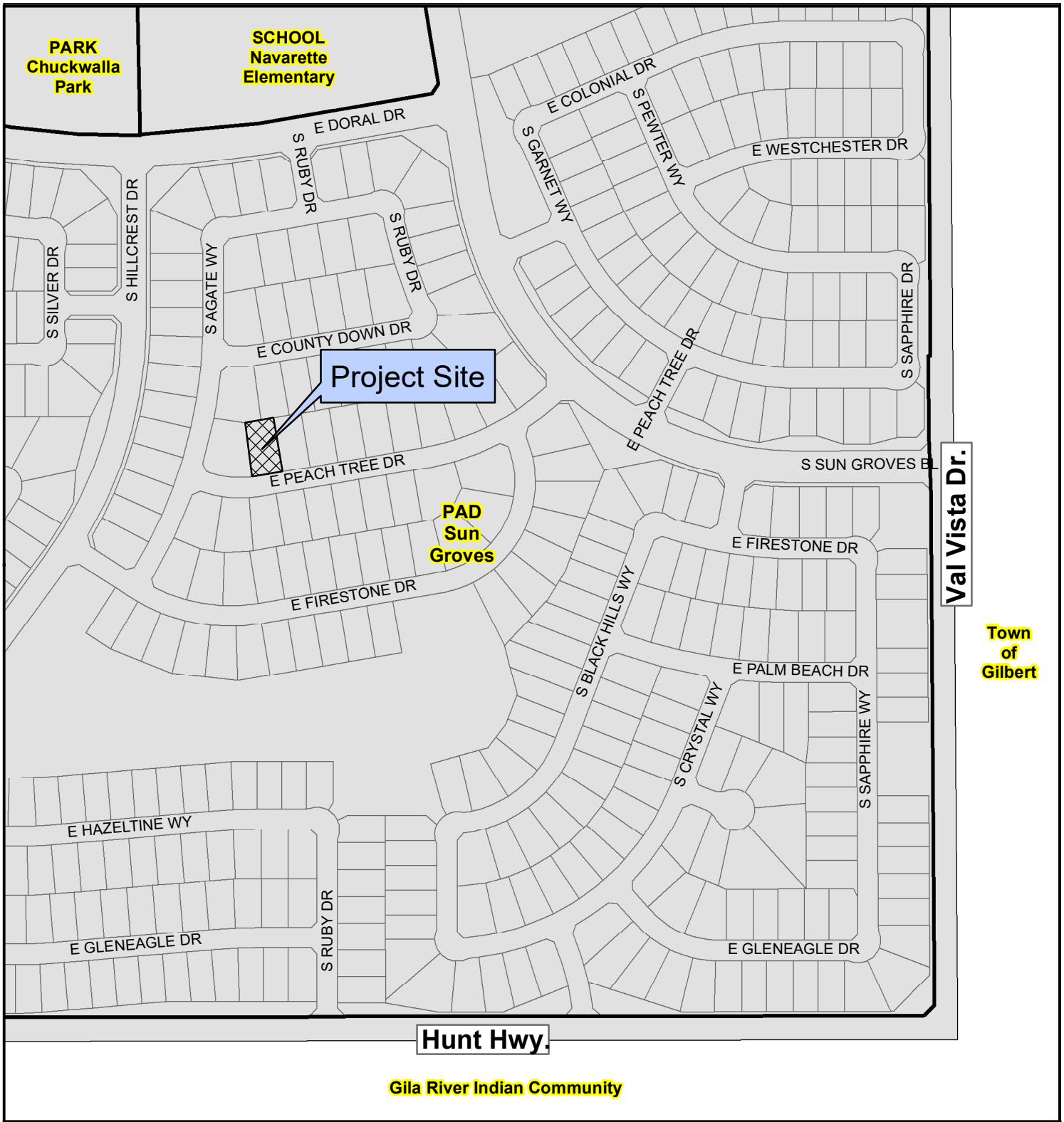
Move City Council continue PLH24-0008 Fun Fusion Learning Center to the September 12, 2024, City Council hearing.

Background/Discussion

This request was scheduled for the July 17, 2024, Planning and Zoning Commission hearing, which was not held due to lack of quorum. The applicant has also requested a continuance to provide additional time to prepare this case. As a result, this item has been continued to the next Planning and Zoning Commission meeting on August 21, 2024.

Attachments

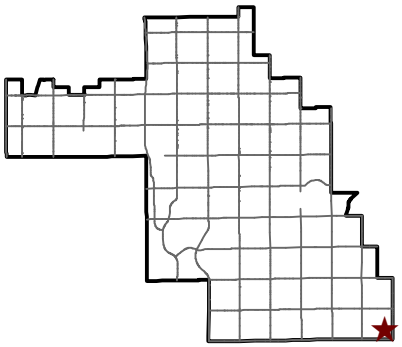
Vicinity Maps



PLH24-0008 Fun Fusion Learning Center, LLC

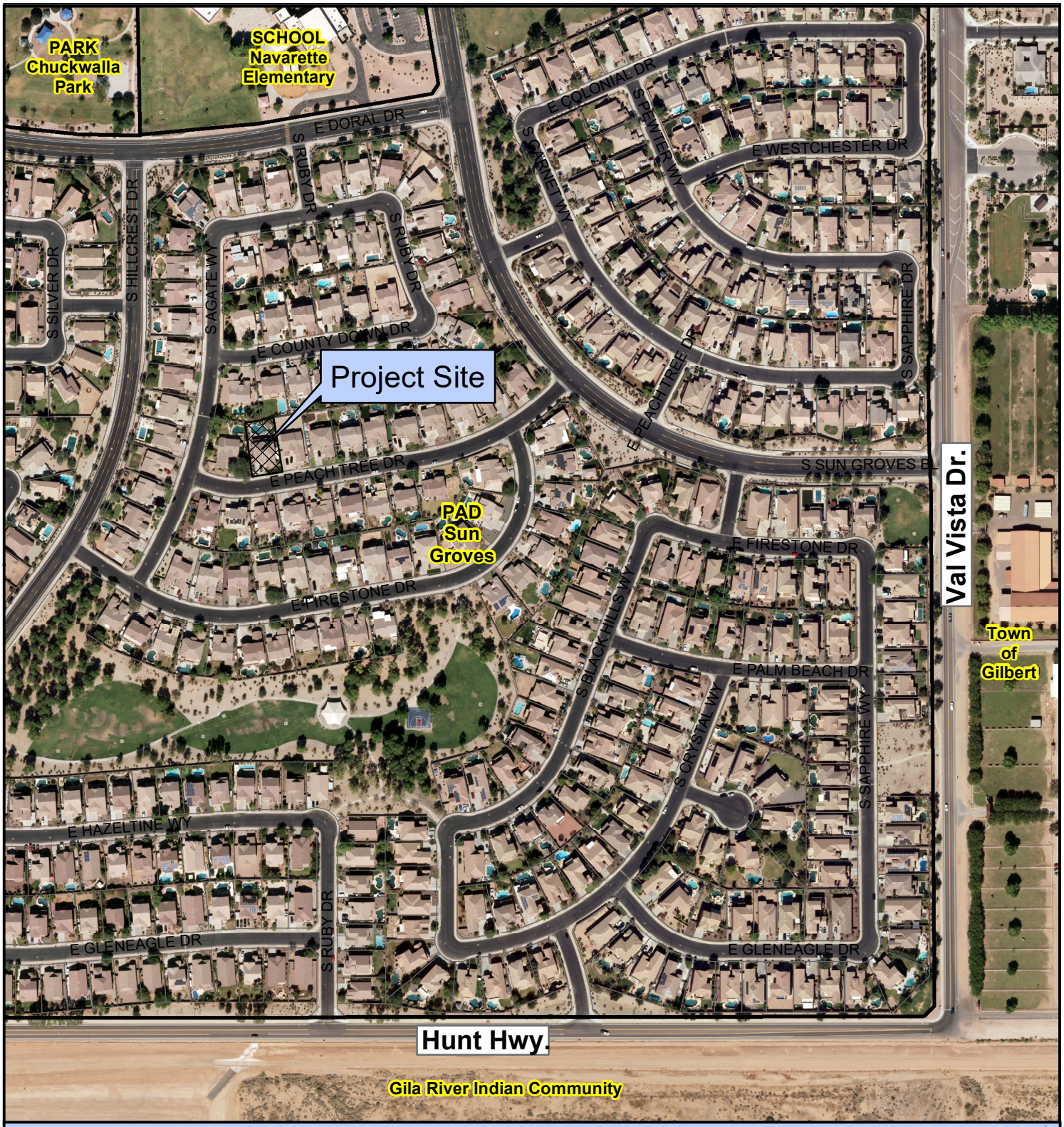
Project Details

Request Use Permit approval to allow residential child care for up to 10 children in an existing single-family home zoned Planned Area Development (PAD)



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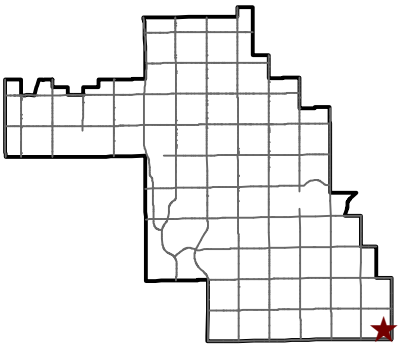
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PLH24-0008 Fun Fusion Learning Center, LLC

Project Details

Request Use Permit approval to allow residential child care for up to 10 children in an existing single-family home zoned Planned Area Development (PAD)



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ITEM 8

City Council Memorandum Development Services Memo No. 24-041

Date:	August 15, 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:	PLH24-0006 Ponderosa Dispensary

Proposed Motion:

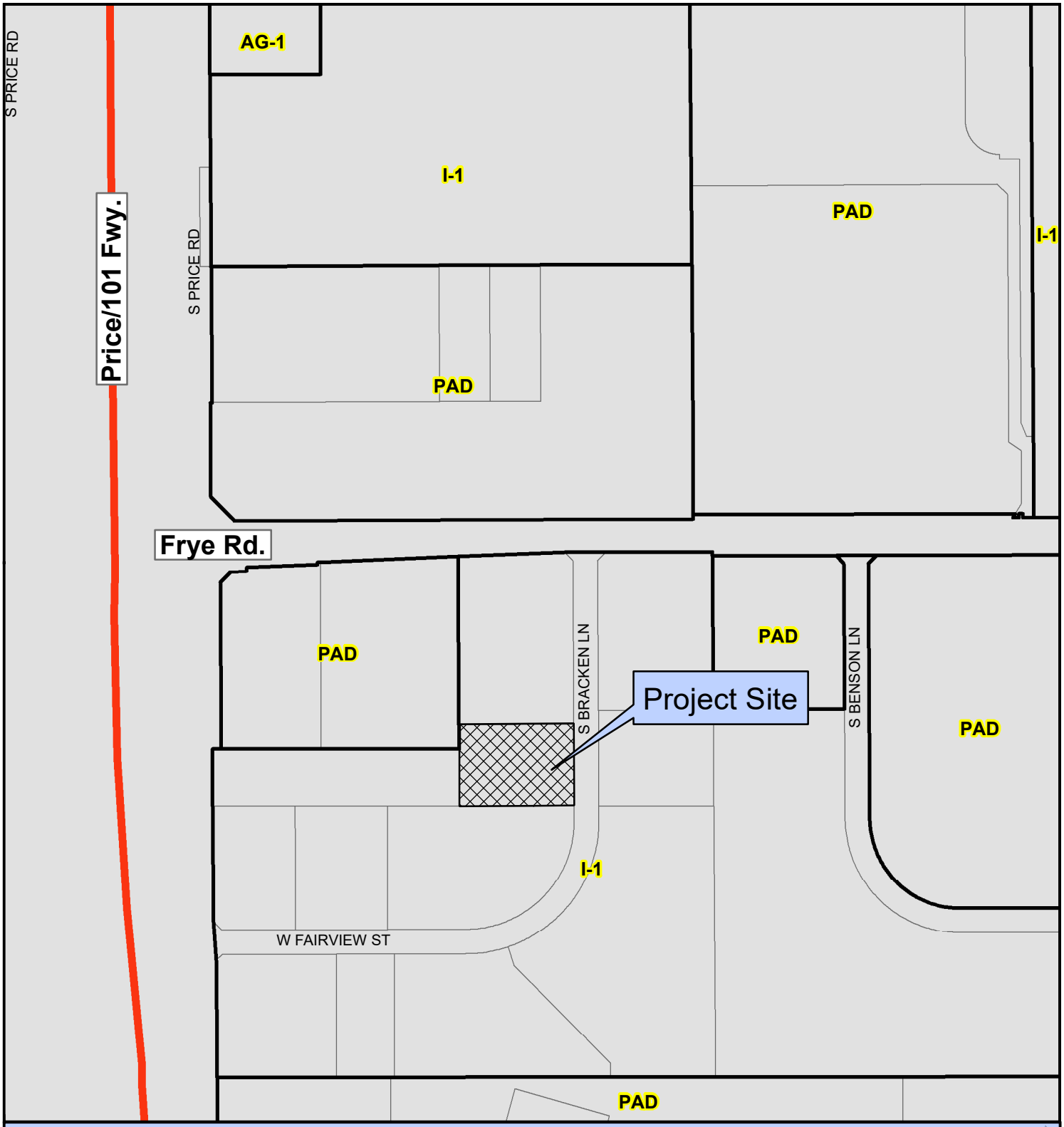
Move City Council continue PLH24-0006 Ponderosa Dispensary to the September 12, 2024, City Council meeting.

Background/Discussion

This request was scheduled for the July 17, 2024, Planning and Zoning Commission meeting, which was not held due to lack of quorum. As a result, this item was automatically continued to the next Planning and Zoning Commission meeting on August 21, 2024. Staff have contacted the applicant to advise them of the new timeline for the agenda item. This business is already operational, thus the delay results in no negative impacts to the applicant.

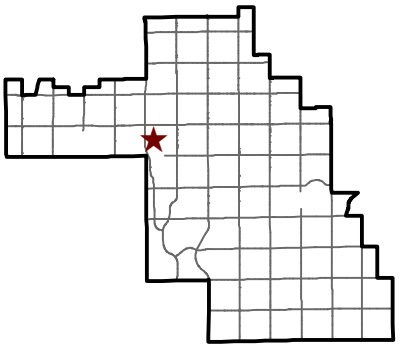
Attachments

Vicinity Maps



PLH24-0006 Ponderosa Dispensary

Project Details
Use Permit time extension to continue to allow for the colocation of an ancillary Medical Marijuana Facility in conjunction with its affiliated onsite Medical Marijuana Cultivation Site and Medical Marijuana Infusion Food Establishment



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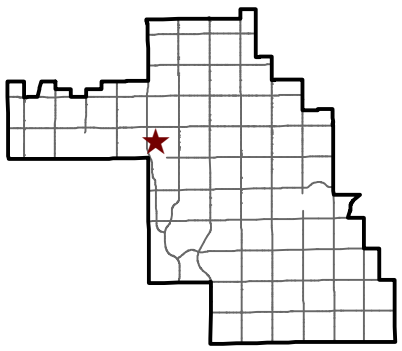
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PLH24-0006 Ponderosa Dispensary

N

Project Details
Use Permit time extension to continue to allow for the colocation of an ancillary Medical Marijuana Facility in conjunction with its affiliated onsite Medical Marijuana Cultivation Site and Medical Marijuana Infusion Food Establishment



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ITEM 9

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 24-039

Date: August 15, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager and Acting Development Services Director
From: Mikayela Liburd, Associate Planner
Subject: PLH24-0014 Celoni Hospitality, LLC, DBA Recreo Cantina

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Proposed Motion:

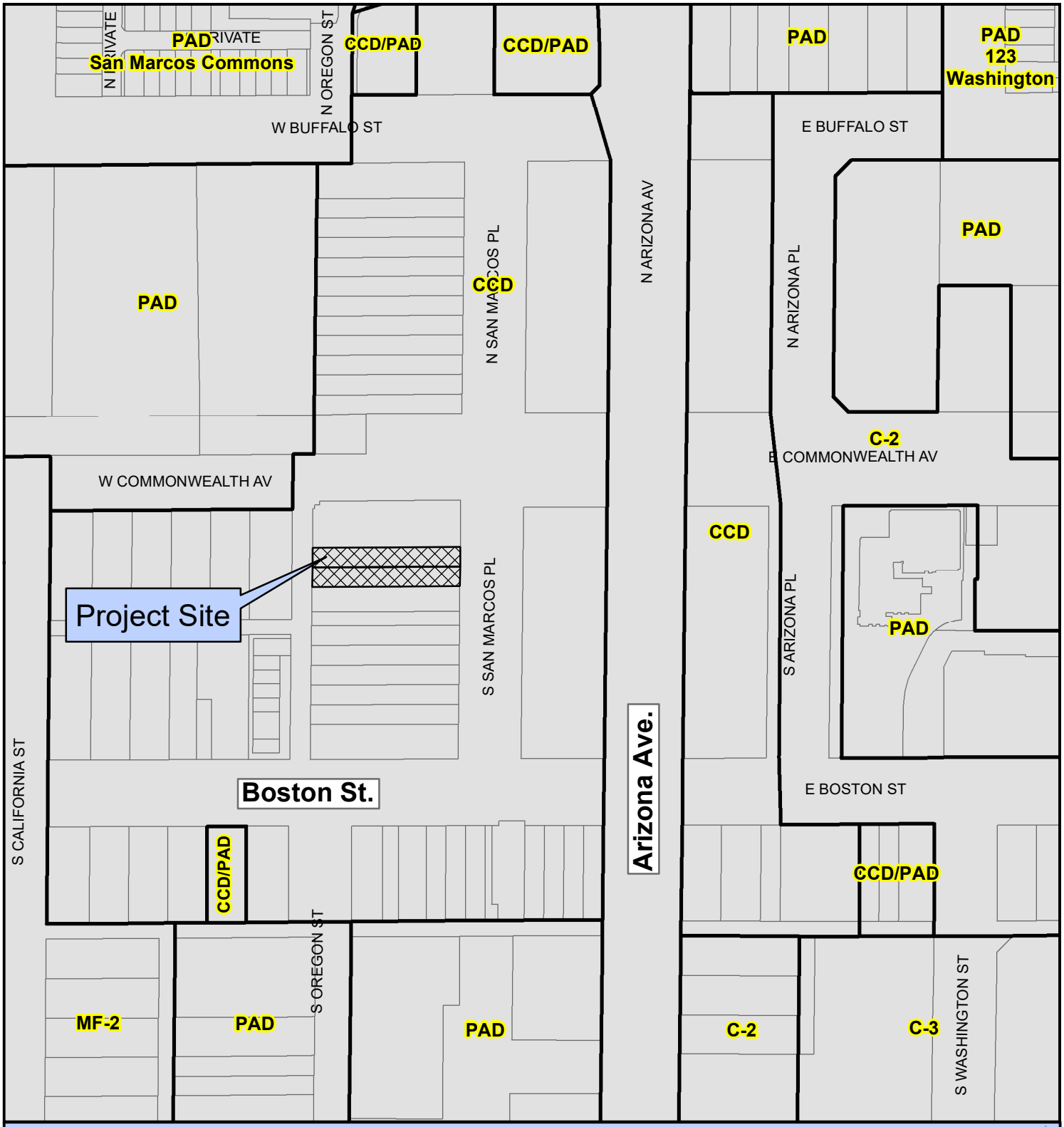
Move City Council continue Entertainment Use Permit, PLH24-0014 Celoni Hospitality, LLC, DBA Recreo Cantina, to the September 12, 2024, City Council meeting.

Background/Discussion

This request was scheduled for the July 17, 2024, Planning and Zoning Commission meeting, which was not held due to lack of quorum. As a result, this item was automatically continued to the next Planning and Zoning Commission meeting on August 21, 2024. Staff have contacted the applicant to advise them of the new timeline for the agenda item. This business is already operational with an existing Entertainment Use Permit, thus the delay results in no negative impacts to the business.

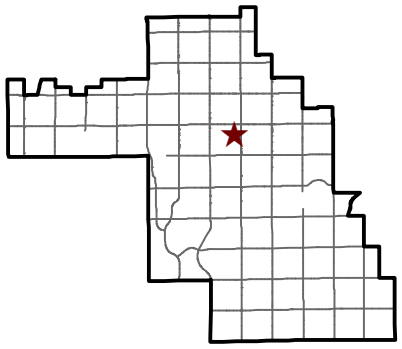
Attachments

Vicinity Maps



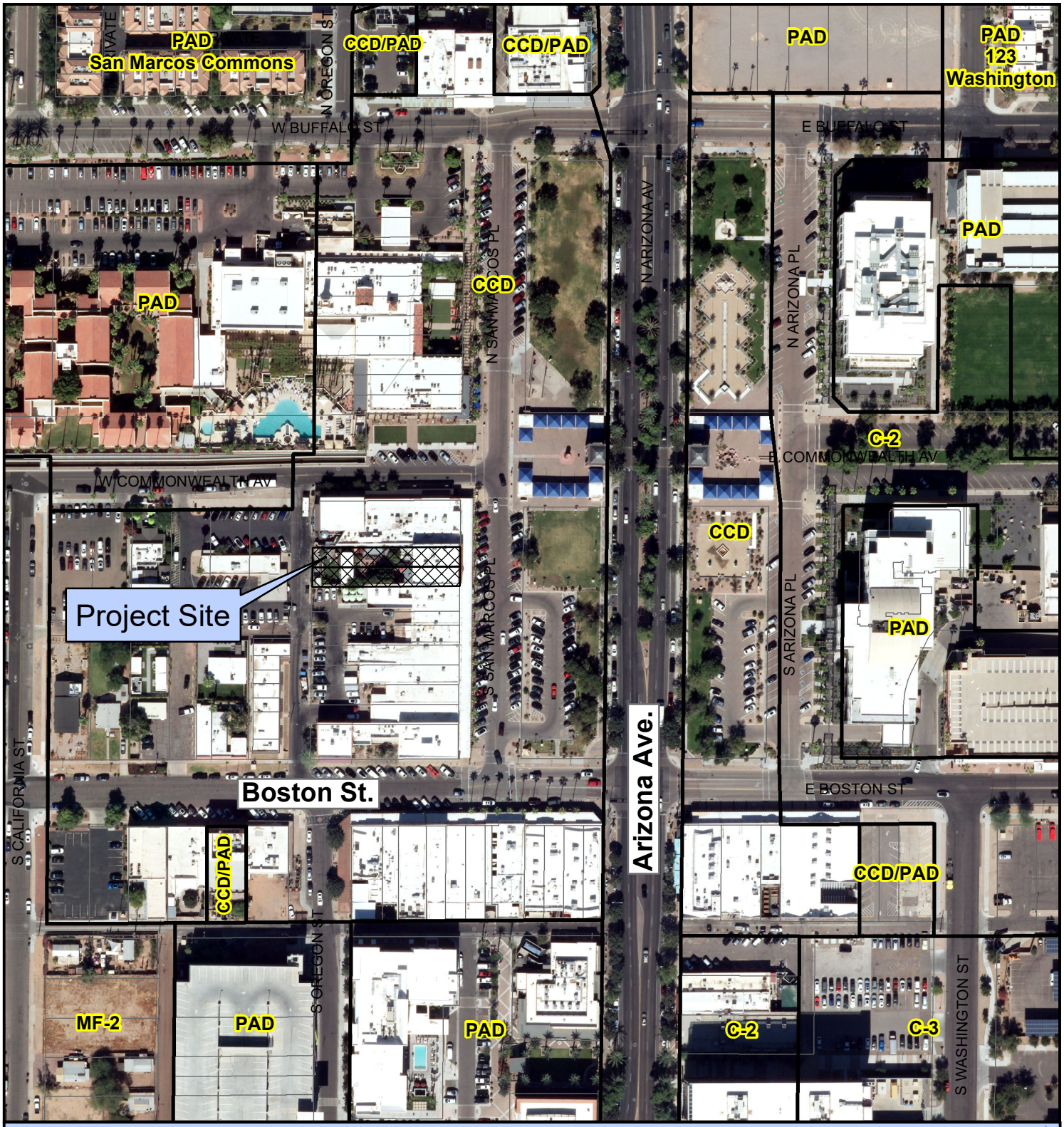
PLH24-0014 Celoni Hospitality, LLC Dba Recreo Cantina

Proposed Project Details
28 S. San Marcos Pl.
Entertainment Use Permit time extension to continue to allow live indoor and outdoor entertainment



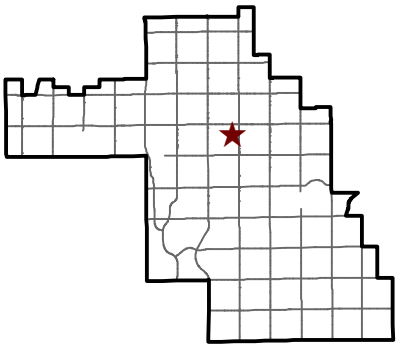
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PLH24-0014 Celoni Hospitality, LLC Dba Recreo Cantina

Proposed Project Details
28 S. San Marcos Pl.
Entertainment Use Permit time extension to continue to allow live indoor and outdoor entertainment



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ITEM 10

City Council Memorandum Development Services Memo No. 24-038

Date: August 15, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager and Acting Development Services Director
From: Mikayela Liburd, Associate Planner
Subject: PLH24-0013 Legends Showcase Bar & Grill

Proposed Motion:

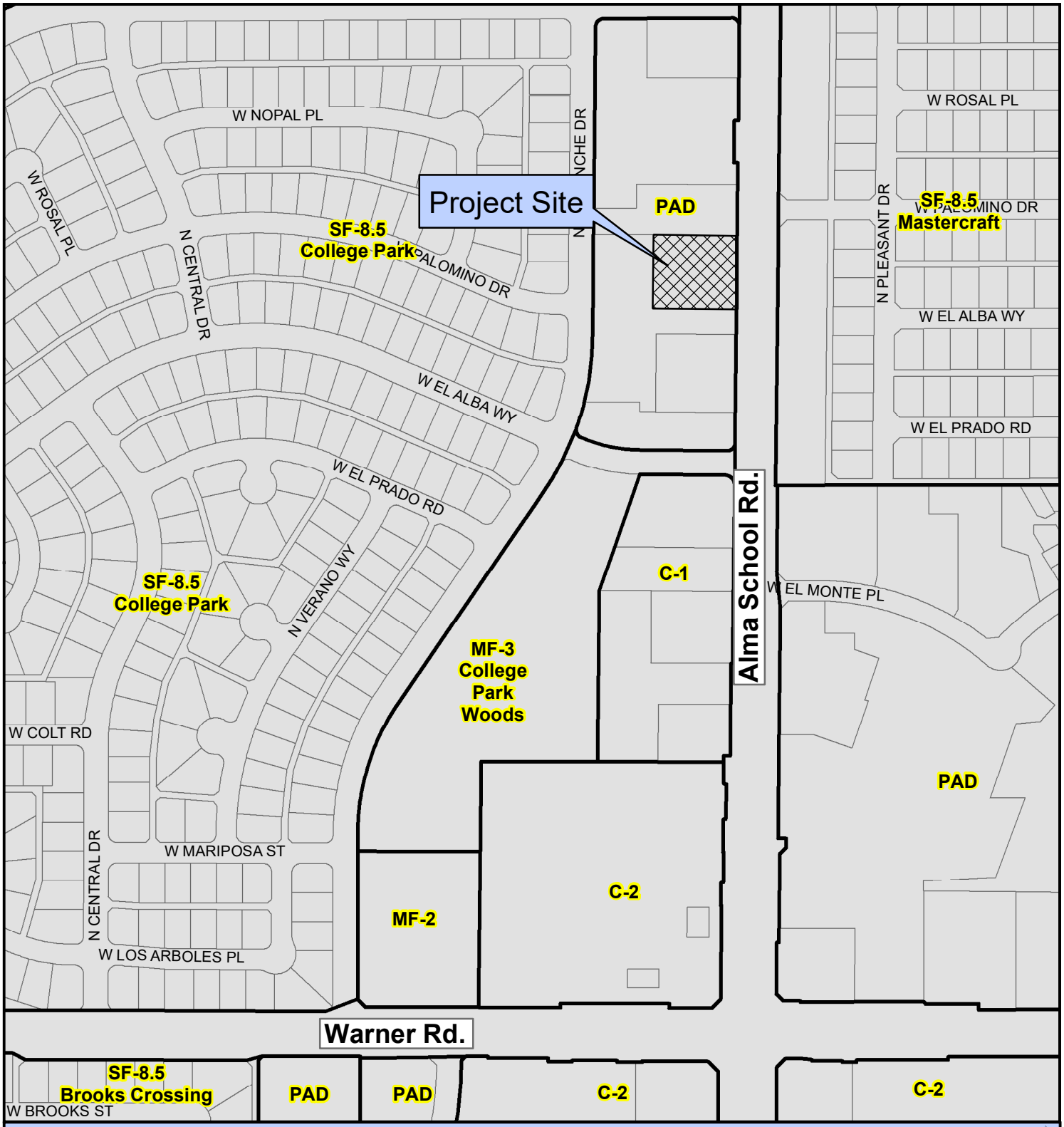
Move City Council continue Entertainment Use Permit, PLH24-0013 Legends Showcase Bar & Grill, to the September 12, 2024, City Council meeting.

Background/Discussion

This request was scheduled for the July 17, 2024 Planning and Zoning Commission meeting, which was not held due to lack of quorum. As a result, this item was automatically continued to the next Planning and Zoning Commission meeting on August 21, 2024. Staff have contacted the applicant to advise them of the new timeline for the agenda item. This business is already operational, thus the delay is not anticipated to result in any negative impacts to the applicant.

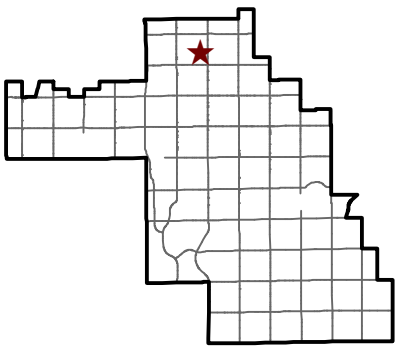
Attachments

Vicinity Maps



PLH24-0013 Legends Showcase Bar & Grill

Project Details
2386 N. Alma School Rd.
Entertainment Use Permit to allow for
indoor live entertainment, speakers and TV Screens



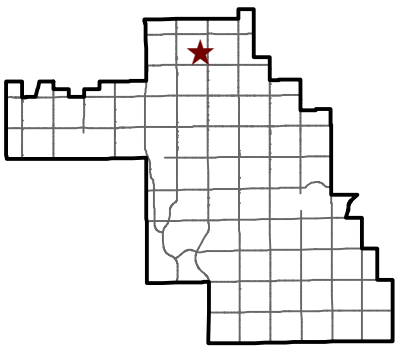
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PLH24-0013 Legends Showcase Bar & Grill

Project Details
2386 N. Alma School Rd.
Entertainment Use Permit to allow for
indoor live entertainment, speakers and TV Screens



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ITEM 11

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 24-037

Date: August 15, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager and Acting Development Services Director
From: Mikayela Liburd, Associate Planner
Subject: PLH24-0007 Sawtooth Bar and Grill

Proposed Motion:

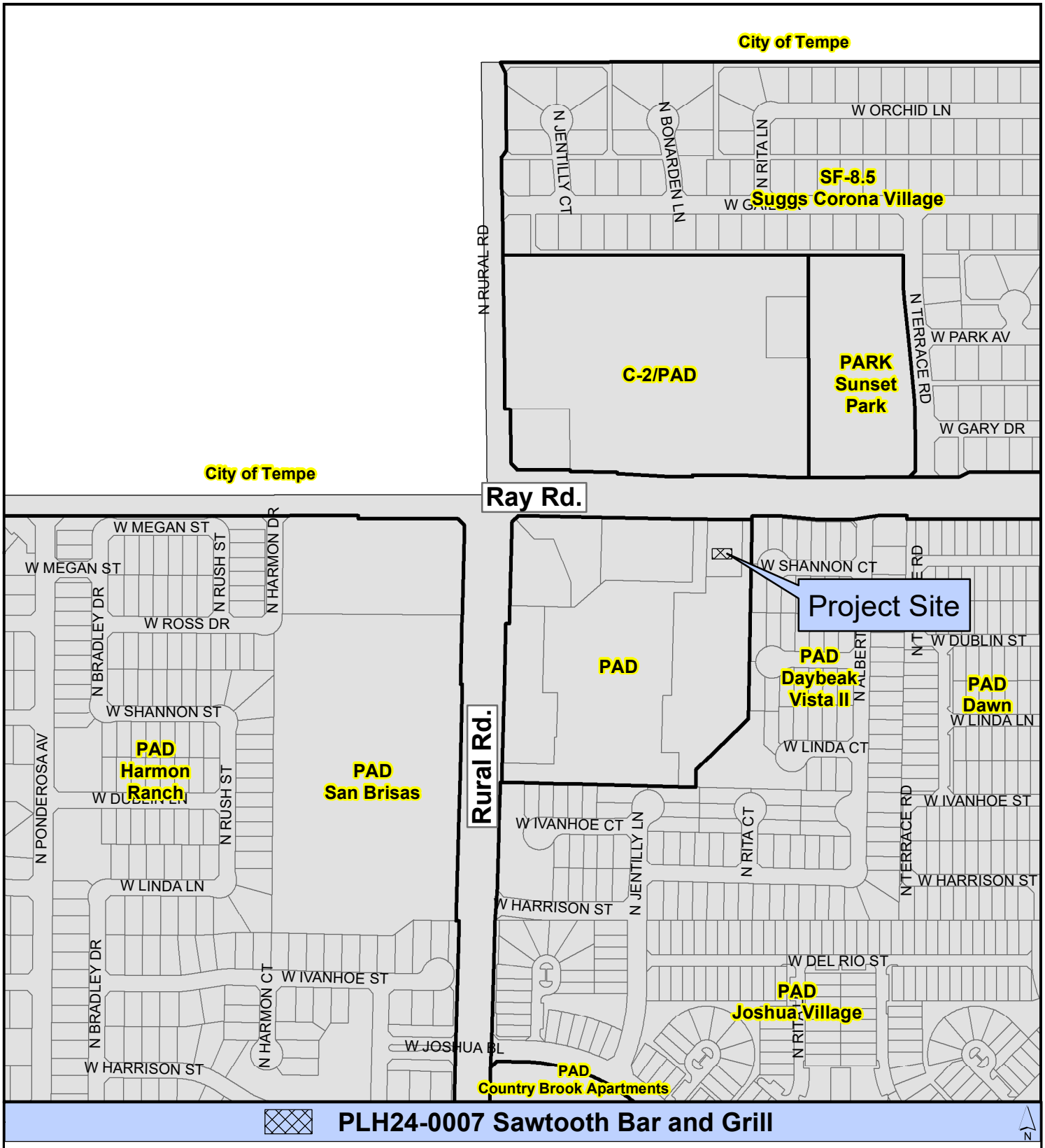
Move City Council continue Entertainment Use Permit, PLH24-0007 Sawtooth Bar and Grill, to the September 12, 2024, City Council Hearing.

Background/Discussion

This request was scheduled for the July 17, 2024, Planning and Zoning Commission hearing, which was not held due to lack of quorum. As a result, this item was automatically continued to the next Planning and Zoning Commission on August 21, 2024. Staff have contacted the applicant to advise them of the new timeline for the agenda item. This business is already operational with an existing Entertainment Use Permit, thus the delay results in no negative impacts to the business.

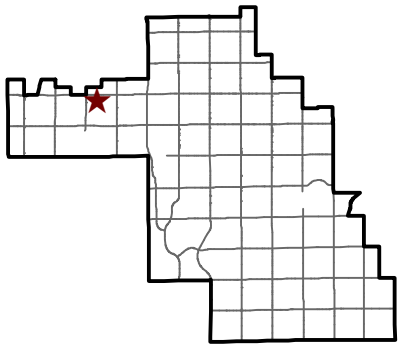
Attachments

Vicinity Maps



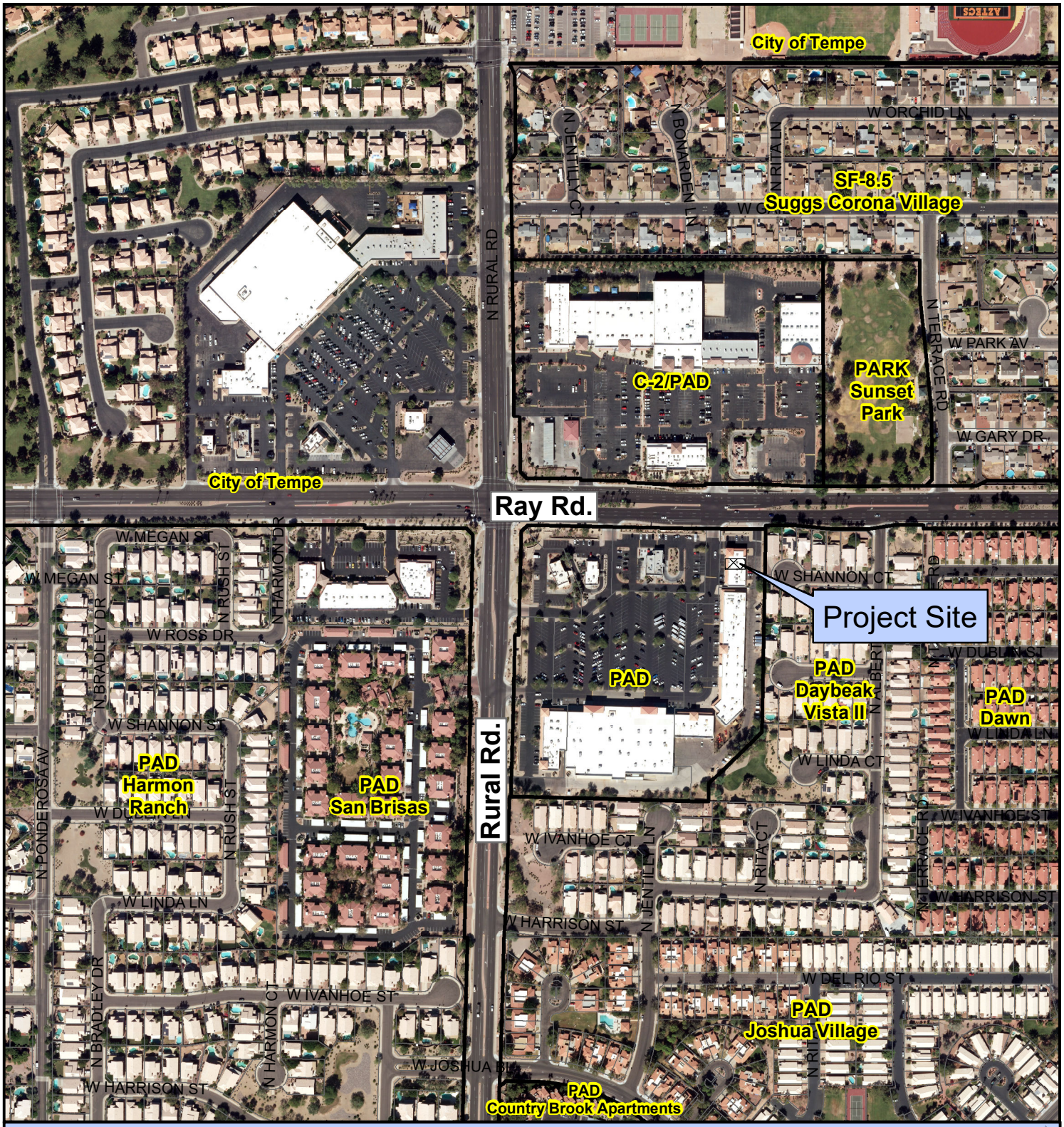
PLH24-0007 Sawtooth Bar and Grill

Proposed Project Details
4929 W. Ray Rd.
Entertainment Use Permit time extension to continue to allow for live indoor entertainment, speakers and TV screens



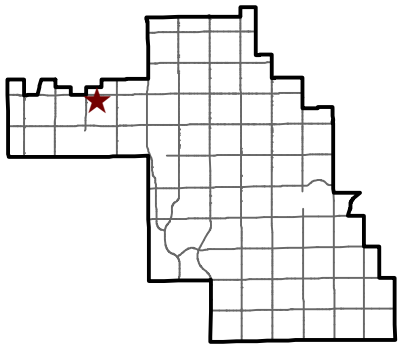
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PLH24-0007 Sawtooth Bar and Grill

Proposed Project Details
4929 W. Ray Rd.
Entertainment Use Permit time extension to continue to allow for live indoor entertainment, speakers and TV screens



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ITEM 12

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 24-036

Date: August 15, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager and Acting Development Services Director
From: Mikayela Liburd, Associate Planner
Subject: PLH22-0056 Tipsy Egg & The Uncommon

Proposed Motion:

Move City Council continue Entertainment Use Permit, PLH22-0056 Tipsy Egg & The Uncommon, to the September 12, 2024, City Council Hearing.

Background/Discussion

This request was scheduled for the July 17, 2024, Planning and Zoning Commission hearing, which was not held due to lack of quorum. As a result, this item was automatically continued to the next Planning and Zoning Commission meeting on August 21, 2024. Staff have contacted the applicant to advise them of the new timeline for the agenda item. This business is already operational with an existing Entertainment Use Permit, thus the delay results in no negative impacts to the business.

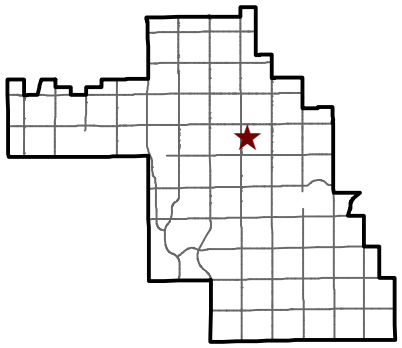
Attachments

Vicinity Maps



PLH22-0056 Tipsy Egg & The Uncommon

Proposed Project Details
1 E. Boston St.
Entertainment Use Permit time extension to continue to allow live indoor and outdoor entertainment



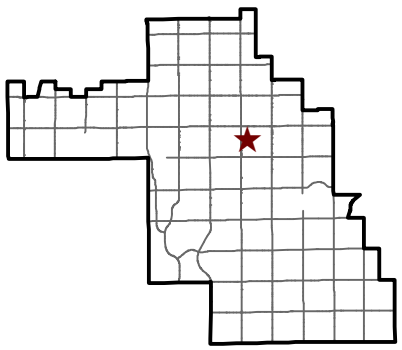
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PLH22-0056 Tipsy Egg & The Uncommon

Proposed Project Details
1 E. Boston St.
Entertainment Use Permit time extension to continue to allow live indoor and outdoor entertainment



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City Council Memorandum Development Services Memo No. DS24-035

Date:	August 15, 2024
To:	Mayor and Council
Thru:	Louis Kneip, Development Engineering Manager Andy Bass, Acting Development Services Director Joshua Wright, City Manager
From:	Jason Richardson, Civil Plan Examiner Administrator
Subject:	PLT24-0008 Replat Earnhardt Ranch
Request:	Final Plat approval for PLT24-0008 Replat of Earnhardt Ranch, Located at the Northeast corner of Hunt Highway and McQueen Road
Location:	Northeast corner of Hunt Highway and McQueen Road
Applicant:	Reserve 100, LLC

Proposed Motion:

Move City Council approve Replat PLT24-0008 Earnhardt Ranch, as recommended by staff.

Background Data:

- Subject site is 37.145 acres (net)
- Zoned Planned Area Development District
- Replat maintains 100 single family residential lots and 13 tracts previously approved

Purpose:

The subject site initially received zoning approval for a residential subdivision on September 22, 2022. The final plat was approved by the City Council on June 29, 2023, and recorded with Maricopa County. The developer has requested minor modifications to the depth of three model home sites, affecting six lots total. This replat will adjust these lot lines within the subdivision. All affected lots will still conform to the original intent of the approved zoning and preliminary development plan, and there are no changes to the total lot count of 100 single-family homes and 13 tracts.

The property is bordered by unincorporated Maricopa County properties to the west, the Springfield residential subdivision to the north and east, and the Gila River Indian Community to the south. The final plat establishes the lots, tracts, easements, and rights of way to be conveyed or dedicated as part of developing the site in conformance with the Council-approved zoning and PDP.

Recommended Conditions of Approval

None

Attachments

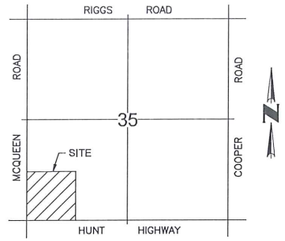
Replat

Vicinity Map

Aerial Map

A RE-PLAT OF THE FINAL PLAT OF "EARNHARDT RANCH"

AS RECORDED IN BOOK 1752 OF MAPS,
PAGE 49, RECORDS OF MARICOPA COUNTY,
BEING SITUATED IN THE SOUTHWEST QUARTER
OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 5 EAST
OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA



VICINITY MAP
(NOT-TO-SCALE)

COUNTY RECORDER

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT RESERVE 100, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY PUBLISHES A RE-PLAT OF THE FINAL PLAT OF "EARNHARDT RANCH", AS RECORDED IN BOOK 1752 OF MAPS, PAGE 49, RECORDS OF MARICOPA COUNTY, BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS RE-PLAT AS AND FOR A RE-PLAT OF THE FINAL PLAT OF "EARNHARDT RANCH", AS RECORDED IN BOOK 1752 OF MAPS, PAGE 49, RECORDS OF MARICOPA COUNTY, AND HEREBY DECLARES THAT SAID RE-PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS AND EASEMENTS CONSTITUTING SAME AND THAT EACH LOT AND TRACT SHALL BE KNOWN BY THE NUMBER OR LETTER THAT IS GIVEN TO EACH, RESPECTIVELY, ON SAID RE-PLAT.

RIGHT OF WAY FOR MCQUEEN ROAD AND HUNT HIGHWAY IS DEDICATED HEREON TO THE CITY OF CHANDLER.

EASEMENTS ARE DEDICATED AS SHOWN ON THIS RE-PLAT.

THE MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY TO BACK OF CURB SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OR ABUTTING PROPERTY OWNER.

ALL PROPERTY, AMENITIES AND FACILITIES PROPOSED TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION ARE HEREWITH PLATTED AS COMMON PROPERTY WITH AN UNDIVIDED INTEREST OWNED IN COMMON BY EACH LOT OWNER.

TRACTS "A, B, C, D, E, F, G, H, I, J, K, L & M" ARE NOT DEDICATED TO THE PUBLIC, BUT ARE PLATTED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF THE EARNHARDT HOMEOWNERS ASSOCIATION AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

TRACT "A AND M" ARE HEREBY DECLARED A PRIVATE STREET FOR INGRESS/EGRESS TO AND FROM EACH LOT BY THE OWNER THEREOF AND ITS INVITEES, CONTRACTORS, EMPLOYEES, AGENTS, AND GUESTS, OWNER GRANTS TO THE CITY OF CHANDLER AND THE UTILITY PROVIDERS AN EASEMENT OVER, UNDER, THROUGH AND ACROSS TRACT "A AND M" FOR (1) THE INSTALLATION, OPERATION AND FURNISHING OF MAINTENANCE OF PUBLIC UTILITY LINES AND FACILITIES, INCLUDING, WITHOUT LIMITATION, ELECTRICITY, GAS, TELEPHONE, CABLE TV, PUBLIC WATER AND PUBLIC SEWER LINES, AND (2) INGRESS AND EGRESS FOR THE OPERATION AND MAINTENANCE OF SUCH UTILITIES, AND FOR TRASH REMOVAL. A BLANKET EMERGENCY VEHICULAR ACCESS EASEMENT, DRAINAGE EASEMENT, PEDESTRIAN ACCESS EASEMENT AND VEHICULAR ACCESS EASEMENT IS HEREBY DEDICATED TO THE CITY OF CHANDLER OVER TRACT "A AND M".

EASEMENTS FOR THE INSTALLATION, OPERATION AND FURNISHING OF MAINTENANCE OF PUBLIC UTILITY LINES AND FACILITIES, INCLUDING THE RIGHT OF INGRESS AND EGRESS FOR THE OPERATION AND MAINTENANCE OF SUCH UTILITY LINES AND FACILITIES, ARE DEDICATED AS SHOWN ON THIS RE-PLAT. UTILITY PROVIDERS SHALL COMPLY WITH ANY APPLICABLE CODES, REGULATIONS, AND FRANCHISES OF THE CITY OF CHANDLER BEFORE ENTERING AN EASEMENT AND SHALL ASSUME FULL RESPONSIBILITY FOR THE CONSTRUCTION, OPERATION, MAINTENANCE AND REPAIR OF THEIR UTILITY LINES AND FACILITIES.

IN WITNESS WHEREOF:

RESERVE 100, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER OF THE LAND DESCRIBED HEREIN, HAS CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED DULY AUTHORIZED OFFICER.

RESERVE 100, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____ DATE:_____

ITS: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS ____ DAY OF _____, 2024, BEFORE ME, THE UNDERSIGNED, PERSONALLY

APPEARED _____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

_____, 20___

LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE BRASS CAP IN HAND HOLE MARKING THE SOUTHWEST CORNER OF SAID SECTION 35, FROM WHICH THE CITY OF CHANDLER BRASS CAP IN HAND HOLE MARKING THE WEST QUARTER CORNER OF SAID SECTION 35 BEARS NORTH 00°17'14" WEST, A DISTANCE OF 2,644.01 FEET;

THENCE NORTH 00°17'14" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,337.18 FEET;

THENCE NORTH 88°50'54" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 1,324.94 FEET TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35;

THENCE SOUTH 00°16'17" EAST, ALONG SAID EAST LINE, A DISTANCE OF 1,342.59 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35;

THENCE SOUTH 89°04'56" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1,324.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,774,809 SQUARE FEET OR 40.744 ACRES, MORE OR LESS.

NOTES

1. CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, FENCES AND DRIVEWAYS.
2. NO STRUCTURES OR VEGETATION OF ANY KIND THAT WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENTS MAY BE CONSTRUCTED, PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS.
3. THESE PRIVATE STREETS WILL REMAIN PRIVATE AND WILL NEVER CONVERT TO PUBLIC OWNERSHIP.
4. IN EASEMENTS FOR THE EXCLUSIVE USE OF WATER, SANITARY SEWER OR BOTH, ONLY GROUND COVER AND BUSHES ARE ALLOWED TO BE PLANTED WITHIN THE EASEMENT AREA. NO TREES ARE ALLOWED.
5. THE PERSON(S) HOLDING TITLE TO THE COMMON AREA TRACTS ("TITLEHOLDER(S)") SHALL BE RESPONSIBLE FOR IRRIGATION OF THE COMMON TRACTS. THE SOURCE OF IRRIGATION WATER FOR THE COMMON AREA TRACTS SHALL BE WATER. WATER, OTHER THAN SURFACE WATER FROM ANY IRRIGATION DISTRICT, THROUGH SOURCES CONSISTENT WITH THE ARIZONA LAW AND THE RULES AND REGULATIONS OF THE ARIZONA DEPARTMENT OF WATER RESOURCES. AT SUCH TIME AS TITLE TO THE COMMON AREA TRACTS IS SOLD OR OTHERWISE TRANSFERRED, IN WHOLE OR IN PART, WHETHER TO THE SUBDIVISION HOMEOWNERS ASSOCIATION OR TO SOME THIRD PARTY, THE TITLEHOLDER(S) SHALL ALSO SELL OR TRANSFER, AT THE OPTION OF THE PARTY ACQUIRING TITLE THERETO, ANY WATER RIGHTS OR PERMITS HELD BY OR IN THE NAME OF THE TITLEHOLDER(S) BENEFITING OR OTHERWISE APPLICABLE TO THE COMMON AREA TRACTS.
6. ALL TRACTS THAT WILL NOT BE CONVEYED TO THE CITY OF CHANDLER AND ALL COMMON PROPERTY SHALL BE IMPROVED IN ACCORDANCE WITH PLANS APPROVED BY THE CITY OF CHANDLER AND SHALL BE CONVEYED BY WARRANTY OR SPECIAL WARRANTY DEED TO THE HOMEOWNERS ASSOCIATION. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON PROPERTY.
7. A 1/2" REBAR WITH CAP LS#33851 OR A PK NAIL WITH WASHER LS#33851 SHALL BE SET AT ALL LOT AND TRACT CORNERS AT THE COMPLETION OF MASS GRADING.
8. 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.

HOMEOWNERS ASSOCIATION RATIFICATION:

BY THIS RATIFICATION _____ DULY

ELECTED PRESIDENT OF THE EARNHARDT RANCH COMMUNITY ASSOCIATION, ACKNOWLEDGES THE RESPONSIBILITIES IDENTIFIED HEREON.

_____
SIGNATURE DATE

ACKNOWLEDGEMENT:

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS ____ DAY OF _____, 2024, BEFORE ME, THE UNDERSIGNED, PERSONALLY

APPEARED _____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

_____, 20___

SITE TABLE		
GROSS AREA	40.744 AC	1,774,809 SQ FT
NET AREA	37.145 AC	1,618,026 SQ FT
ZONING	PAD	
YIELD	100	
GROSS DENSITY	2.45	DU/AC
NET DENSITY	2.69	DU/AC
PRIVATE STREETS (TRACT M)	6.825	297,295 SQ FT

OWNER

RESERVE 100, L.L.C.
3321 E BASELINE RD
GILBERT, AZ 85234
PHONE: (480) 892-4492
CONTACT: PATRICK ADLER
EMAIL: PADLER@BLANDFORDHOMES.COM

ENGINEER/SURVEYOR

COE & VAN LOO CONSULTANTS, INC
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 264-6831
FAX: (602) 264-0938
CONTACT: DOUG CHUBIN
EMAIL: DCHUBIN@CVLCI.COM

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY IS NORTH 00°17'14" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 5 EAST ACCORDING TO BOOK 589 OF MAPS, PAGE 48, MARICOPA COUNTY RECORDS.

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY:_____
RICHARD G. ALCOCER
REGISTRATION NUMBER 33851
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
(602)-264-6831
CVLSURVEY@CVLCI.COM

CERTIFICATIONS

THIS IS TO CERTIFY THAT IN MY OPINION ALL LOTS, PARCELS AND TRACTS SHOWN ON THIS PLAT CONFORMS TO GOOD LAND PLANNING POLICIES AND ARE SUITABLE FOR THE PURPOSE FOR WHICH THEY ARE PLATTED.

_____
DEVELOPMENT SERVICES DIRECTOR DATE

THIS IS TO CERTIFY THAT THAT ALL ENGINEERING CONDITIONS AND REQUIREMENTS OF THE CITY CODE HAVE BEEN COMPLIED WITH AND THAT THIS SUBDIVISION IS LOCATED WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576, ARIZONA REVISED STATUTES.

_____
CITY ENGINEER DATE

APPROVED BY THE CITY COUNCIL OF THIS CITY OF CHANDLER, ARIZONA THIS _____ DAY OF _____, 2024

_____
MAYOR DATE

ATTEST:_____
CITY CLERK DATE

COC LOG NO. PLT24-0008

GROSS AREA = 40.744 ACRES
NET AREA = 37.145 ACRES

SEE SHEET 2 FOR, CURVE & LINE TABLES, LOT & TRACT AREA TABLES

CVL CONSULTANTS
4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

DATE | REVISION | NO.

Coe & Van Loo Consultants, Inc.

RE-PLAT OF FINAL PLAT

EARNHARDT RANCH
CHANDLER, ARIZONA

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
Date Signed 06-26-24
ARIZONA U.S.A.

SHEET 01 OF 06

CVL Contact: DOUG CHUBIN
CVL Project #: 01-0370701

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CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	105.74'	150.00'	040°23'19"	55.17	103.56	N68°53'18"E
C2	105.74'	150.00'	040°23'19"	55.17	103.56	S68°53'18"W
C3	105.74'	150.00'	040°23'19"	55.17	103.56	N70°43'23"W
C4	105.74'	150.00'	040°23'19"	55.17	103.56	S70°43'23"E
C5	132.66'	1000.00'	007°36'02"	66.43	132.56	N87°07'02"W
C6	132.66'	1000.00'	007°36'02"	66.43	132.56	S87°07'02"E
C7	141.54'	1000.00'	008°06'35"	70.89	141.42	N85°01'40"E
C8	141.54'	1000.00'	008°06'35"	70.89	141.42	S85°01'40"W
C9	224.08'	1000.00'	012°50'19"	112.51	223.61	N84°29'53"W
C10	224.08'	1000.00'	012°50'19"	112.51	223.61	S84°29'53"E
C11	144.54'	1000.00'	008°16'53"	72.39	144.41	N86°46'37"W
C12	144.54'	1000.00'	008°16'53"	72.39	144.41	S86°46'37"E
C13	80.80'	129.50'	035°44'56"	41.76	79.50	N66°34'06"E
C14	120.19'	170.50'	040°23'19"	62.71	117.71	S68°53'18"W
C15	32.52'	25.00'	074°32'02"	19.02	30.28	N38°11'04"W
C16	222.12'	50.00'	254°32'02"	–65.71	79.58	S51°48'56"W
C17	135.64'	1022.50'	007°36'02"	67.92	135.54	N87°07'02"W
C18	129.67'	977.50'	007°36'02"	64.93	129.58	S87°07'02"E
C19	86.40'	55.00'	090°00'05"	55.00	77.78	N45°55'00"W
C20	86.40'	55.00'	090°00'05"	55.00	77.78	N44°04'58"E
C21	147.79'	1022.50'	008°16'53"	74.02	147.66	S86°46'37"E
C22	141.28'	977.50'	008°16'53"	70.76	141.16	N86°46'37"W
C23	86.40'	55.00'	090°00'07"	55.00	77.78	S45°55'01"E
C24	120.19'	170.50'	040°23'19"	62.71	117.71	S70°43'23"E
C25	81.76'	129.50'	036°10'23"	42.29	80.41	N68°36'55"W
C26	116.50'	1022.50'	006°31'40"	58.31	116.43	S84°14'13"W
C27	138.35'	977.50'	008°06'35"	69.29	138.24	N85°01'40"E
C28	87.79'	977.50'	005°08'46"	43.93	87.76	N85°53'23"W
C29	135.64'	1022.50'	007°36'02"	67.92	135.54	S87°07'02"E
C30	144.72'	1022.50'	008°06'35"	72.48	144.60	N85°01'40"E
C31	138.35'	977.50'	008°06'35"	69.29	138.24	S85°01'40"W
C32	219.03'	977.50'	012°50'19"	109.98	218.58	S84°29'53"E
C33	229.12'	1022.50'	012°50'19"	115.04	228.64	N84°29'53"W
C34	219.03'	977.50'	012°50'19"	109.98	218.58	N84°29'53"W
C35	226.00'	1022.50'	012°39'50"	113.46	225.54	S84°24'39"E
C36	147.79'	1022.50'	008°16'53"	74.02	147.66	N86°46'37"W
C37	11.93'	977.50'	000°41'58"	5.97	11.93	S82°59'09"E
C38	56.66'	977.50'	003°19'15"	28.34	56.65	S89°15'25"E
C39	104.52'	160.50'	037°18'37"	54.19	102.68	N67°20'56"E
C40	98.34'	139.50'	040°23'19"	51.31	96.31	S68°53'18"W
C41	30.63'	19.50'	090°00'00"	19.50	27.58	N45°55'03"W
C42	30.63'	19.50'	090°00'00"	19.50	27.58	N44°04'57"E
C43	98.34'	139.50'	040°23'19"	51.31	96.31	S70°43'23"E
C44	104.52'	160.50'	037°18'37"	54.19	102.68	N69°11'02"W
C45	38.69'	12.75'	173°50'36"	237.08	25.46	N00°55'03"W

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
1	9,737
2	9,750
3	10,400
4	10,400
5	10,400
6	12,833
7	9,993
8	9,099
9	9,128
10	9,146
11	9,163
12	9,180
13	9,198
14	9,215
15	9,238
16	9,395
17	9,811
18	10,253
19	10,435
20	10,461
21	10,478
22	10,926
23	9,087
24	9,100
25	9,104
26	9,229
27	9,612
28	10,049
29	10,270
30	10,270
31	10,270
32	10,270
33	10,270
34	10,270

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
35	10,257
36	10,360
37	10,372
38	10,372
39	10,336
40	10,078
41	9,582
42	9,198
43	9,100
44	9,100
45	9,100
46	9,100
47	9,100
48	9,088
49	7,667
50	7,680
51	7,667
52	7,787
53	7,800
54	7,800
55	7,800
56	7,800
57	7,800
58	7,840
59	8,060
60	8,495
61	9,148
62	9,876
63	9,362
64	7,905
65	7,968
66	8,387
67	8,400
68	8,400

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
69	9,000
70	9,010
71	9,433
72	10,606
73	10,618
74	10,377
75	7,800
76	7,800
77	7,810
78	7,951
79	8,303
80	9,023
81	9,051
82	9,051
83	9,051
84	9,051
85	9,039
86	10,118
87	9,750
88	9,750
89	9,750
90	9,100
91	9,113
92	9,295
93	10,391
94	10,870
95	11,085
96	11,106
97	11,106
98	10,465
99	10,465
100	11,600

LINE TABLE		
NO.	BEARING	LENGTH
L1	N02°28'53"E	31.24'
L2	S44°04'57"W	21.21'
L3	S45°55'03"E	21.21'
L4	S45°55'03"E	21.21'
L5	S44°04'57"W	21.21'
L6	S45°55'03"E	21.21'
L7	S43°30'06"W	21.43'
L8	S45°55'03"E	21.21'
L9	N45°05'24"E	20.84'
L10	N45°55'03"W	21.21'
L11	S44°04'57"W	21.21'
L12	N45°55'03"W	21.21'
L13	S44°04'57"W	21.21'
L14	S45°55'03"E	21.21'
L15	S44°04'57"W	21.21'
L16	S45°55'03"E	21.21'
L17	S44°04'57"W	21.21'
L18	S45°53'16"E	21.21'
L19	S47°39'13"W	19.85'
L20	S45°55'03"E	21.21'
L21	S44°04'57"W	21.21'
L22	S45°55'03"E	21.21'
L23	N44°04'57"E	21.21'
L24	S44°00'49"E	18.25'
L25	S47°37'29"W	28.07'
L26	N02°34'00"W	31.14'
L27	N39°06'46"E	25.51'
L28	S00°16'17"E	10.62'
L29	S46°00'00"E	16.58'
L30	S69°04'40"E	22.17'
L31	N89°04'57"E	178.29'
L32	S69°04'40"E	6.88'
L33	N89°04'57"E	174.66'

LEGEND

- SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
- FOUND BRASS CAP PER ADJOINING RECORDED SUBDIVISION PER M.A.G. STD. DTL. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
- CENTERLINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DTL. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
- CORNER OF SUBDIVISION - SET BRASS CAP UPON COMPLETION OF JOB PER M.A.G. STD. DTL. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
- CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD. DTL. 120, TYPE "C" - MODIFIED (UNLESS OTHERWISE NOTED)
- SECTION LINE
- MID-SECTION LINE
- BOUNDARY LINE
- LOT LINE
- CENTERLINE
- EASEMENT
- FLOOD ZONE BOUNDARY
- (1) SHEET NUMBER
- (1) 30' X 30' SIGHT VISIBILITY EASEMENT
- (2) 4' x 4' WATER EASEMENT (WE) FOR SERVICES
- (3) 4' x 4' WATER EASEMENT (WE) FOR FIRE HYDRANTS IN LOTS
- (4) 4' x 4' WATER EASEMENT (WE) FOR FIRE HYDRANTS IN TRACTS
- S.V.E. SIGHT VISIBILITY EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- V.N.A.E. VEHICULAR NON ACCESS EASEMENT
- AC. ACRES
- L1 LINE NUMBER
- C1 CURVE NUMBER
- * LOT RESTRICTED TO SINGLE STORY HOME
- ** HEADLIGHT INTRUSION
- P.O.B. POINT OF BEGINNING
- B.S.L. BUILDING SETBACK LINE
- P.A.E. PUBLIC ACCESS EASEMENT
- M.C.R. MARICOPA COUNTY RECORDER
- H.O.A. HOME OWNERS ASSOCIATION
- C.O.C. CITY OF CHANDLER
- M.C.D.O.T. MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION

COUNTY RECORDER

SINGLE STORY RESTRICTIONS

1. PER ZONING CODE PLH21-0088/PLT21-0059 THE FOLLOWING LOTS SHALL BE CONSTRUCTED WITH SINGLE STORY HOMES ONLY: 18, 19, 20, 21, 22, 23, 48, 49, 50, 51, 52, 85, 86 AND ALL CORNER LOTS ADJACENT TO AN ARTERIAL STREET.
2. ALONG THE NORTH PROPERTY LINE AND ADJACENT TO AN ARTERIAL STREET, NO MORE THAN TWO TWO-STORY HOMES SHALL BE BUILT SIDE-BY-SIDE.

FRONT YARD SETBACKS

1. 20' SETBACK IS MEASURED FROM TO FACE OF GARAGE TO BACK OF SIDEWALK (FRONT ENTRY)
2. 10' FOR FRONT PORCHES, FRONT COURTYARDS, LIVABLE AREA OR SIDE TURN GARAGE

REAR SETBACKS

3. 15' FOR SINGLE-STORY HOMES AND/OR COVERED PATIOS.
4. 25' FOR TWO-STORY HOMES
5. 20' FOR SINGLE-STORY HOMES WHEN BACKING TO HUNT HIGHWAY & MQUEEN ROAD.
6. 30' FOR TWO-STORY HOMES WHEN BACKING TO HUNT HIGHWAY & MCQUEEN ROAD.

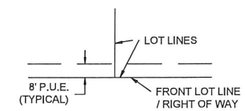
SIDE SETBACKS

7. 5/10' ARCHITECTURAL ELEMENTS AND/OR PROJECTIONS SHALL BE PERMITTED TO ENCROACH UP TO TWELVE (12) INCHES INTO FRONT AND SIDE YARD SETBACKS
8. COMBINED SIDE YARD SETBACKS ON A LOT SHALL NOT BE LESS THAN 15' (10' MINIMUM BUILDING SEPARATION).
9. HVAC UNITS AND REFUSE RECEPTACLES WILL BE ALLOWED IN THE SIDE YARDS, BUT NO CLOSER THAN THREE (3) FEET FROM THE PROPERTY LINE

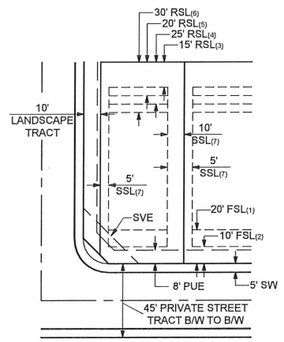
LEGEND

FSL - FRONT SETBACK LINE
SSL - SIDE SETBACK LINE
RSL - REAR SETBACK LINE
SVE - INDICATES 30'X30' SIGHT VISIBILITY EASEMENT

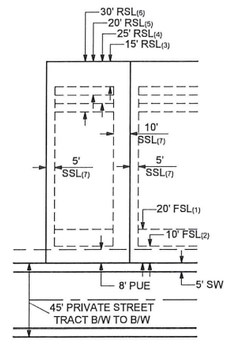
TRACT TABLE			
TRACT	AREA (SQUARE FEET)	AREA (ACRES)	TRACT USE
TRACT A	44,865	1.030	LANDSCAPE, OPEN SPACE, DRAINAGE, RETENTION, UTILITY EASEMENT, PUBLIC SEWER EASEMENT, EMERGENCY VEHICLE ACCESS EASEMENT
TRACT B	2,600	0.060	LANDSCAPE, UTILITY EASEMENT
TRACT C	4,043	0.093	LANDSCAPE, UTILITY EASEMENT
TRACT D	4,055	0.093	LANDSCAPE, UTILITY EASEMENT
TRACT E	2,976	0.068	LANDSCAPE, UTILITY EASEMENT
TRACT F	143,383	3.292	LANDSCAPE, OPEN SPACE, DRAINAGE, RETENTION, UTILITY EASEMENT
TRACT G	2,609	0.060	LANDSCAPE, UTILITY EASEMENT
TRACT H	3,817	0.088	LANDSCAPE, UTILITY EASEMENT
TRACT I	3,703	0.085	LANDSCAPE, UTILITY EASEMENT
TRACT J	2,900	0.067	LANDSCAPE, UTILITY EASEMENT
TRACT K	141,605	3.251	LANDSCAPE, OPEN SPACE, DRAINAGE, RETENTION, AMENITY, UTILITY EASEMENT, AND PUBLIC WATER EASEMENT
TRACT L	22,010	0.505	LANDSCAPE, UTILITY EASEMENT
TRACT M	297,295	6.825	PRIVATE STREET, PUBLIC WATER AND SEWER EASEMENT, UTILITIES, UTILITY EASEMENT, INGRESS AND EGRESS, DRAINAGE, EMERGENCY VEHICLE ACCESS,PEDESTRIAN ACCESS, VEHICULAR ACCESS EASEMENT
TOTAL	675,861	15.516	



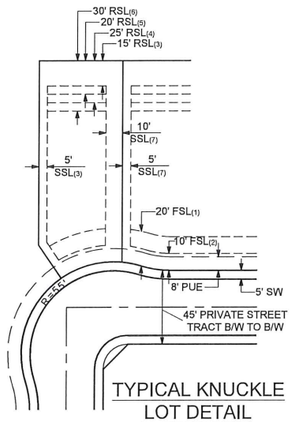
TYPICAL PUBLIC UTILITY EASEMENT DETAIL
(NOT-TO-SCALE)



TYPICAL CORNER LOT DETAIL
N.T.S.



TYPICAL LOT DETAIL
N.T.S.



TYPICAL KNUCKLE LOT DETAIL
N.T.S.

COC LOG NO. PLT24-0008

CVL CONSULTANTS
4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

DATE | REVISION | NO.

Coe & Van Loo Consultants, Inc.

RE-PLAT OF FINAL PLAT

EARNHARDT RANCH
CHANDLER, ARIZONA

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date Signed 06-28-24
ARIZONA U.S.A.

SHEET 02 OF 06

CVL Contact: DOUG CHUBIN
CVL Project #: 01-0370701

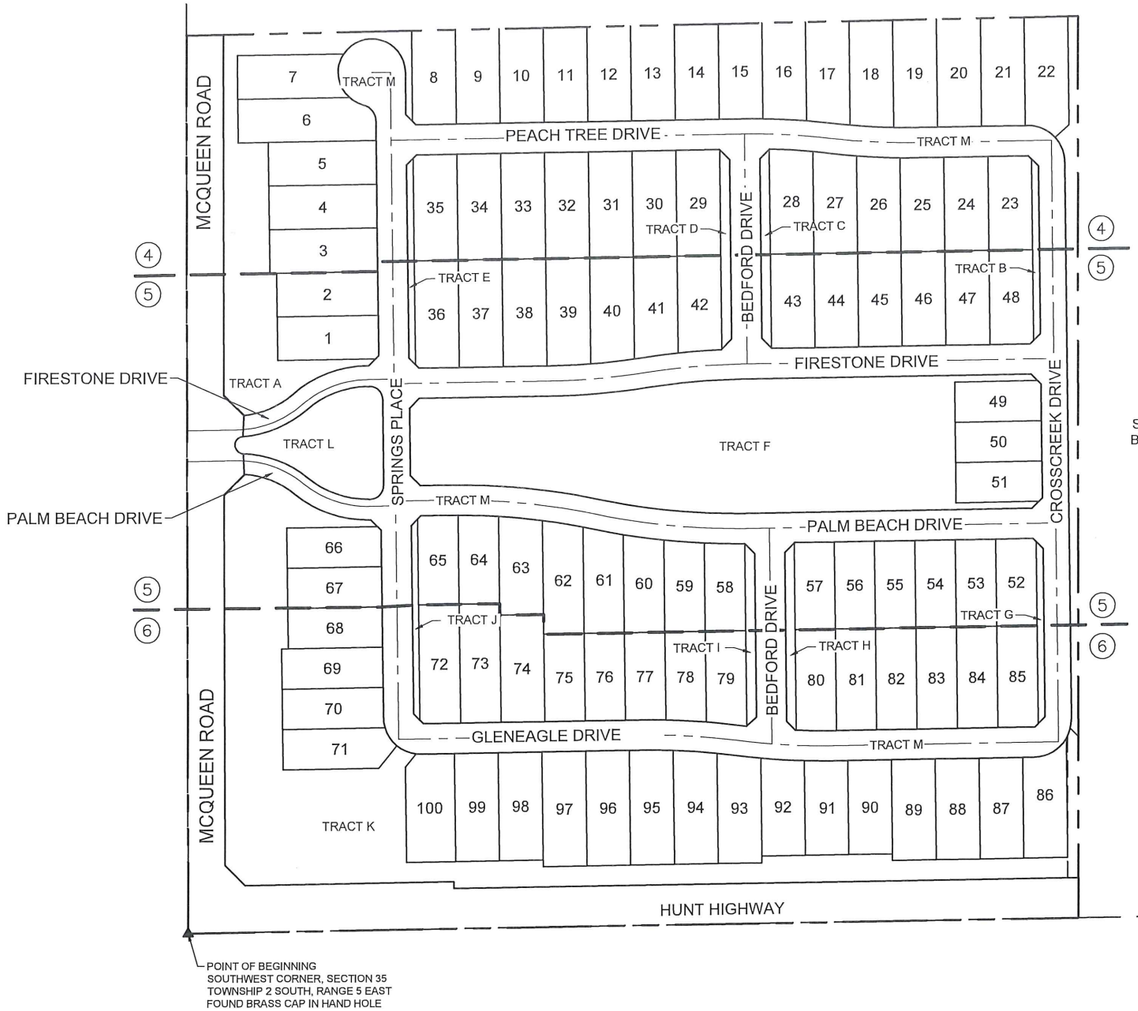
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Printed By: Dominique Print Date: June 26, 2024 Filename: N:\01\037\01\Cad\DS_FPLAT.01_REPLAT.dwg

COUNTY RECORDER

WEST 1/4 CORNER, SECTION 35
TOWNSHIP 2 SOUTH, RANGE 5 EAST
FOUND C.O.C. BRASS CAP IN HAND HOLE

SPRINGFIELD BLOCK FIVE
BOOK 448, PAGE 33 M.C.R.



SPRINGFIELD BLOCK NINE
BOOK 521, PAGE 35 M.C.R.

POINT OF BEGINNING
SOUTHWEST CORNER, SECTION 35
TOWNSHIP 2 SOUTH, RANGE 5 EAST
FOUND BRASS CAP IN HAND HOLE

SOUTH 1/4 CORNER, SECTION 35
TOWNSHIP 2 SOUTH, RANGE 5 EAST
FOUND MCDOT BRASS CAP IN HAND HOLE

LOCATION MAP
(SCALE 1"=100')

COC LOG NO. PLT24-0008

CVL CONSULTANTS
4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

DATE
NO. REVISION

Coe & Van Loo Consultants, Inc.

RE-PLAT OF FINAL PLAT

EARNHARDT RANCH
CHANDLER, ARIZONA

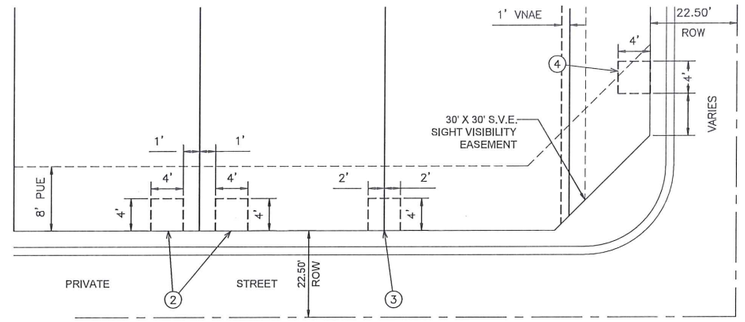
Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
ARIZONA U.S.A.

SHEET 03 OF 06

CVL Contact: DOUG CHUBIN
CVL Project #: 01-0370701

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2 4' x 4' WATER EASEMENT (WE) AND PUBLIC UTILITY EASEMENT (PUE) FOR SERVICES

3 4' x 4' WATER EASEMENT (WE) AND PUBLIC UTILITY EASEMENT (PUE) FOR FIRE HYDRANTS IN LOTS

4 4' x 4' WATER EASEMENT (WE) AND PUBLIC UTILITY EASEMENT (PUE) FOR FIRE HYDRANTS IN TRACTS

WATER EASEMENT DETAIL

NTS

COUNTY RECORDER

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Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

RE-PLAT OF FINAL PLAT

EARNHARDT RANCH

CHANDLER, ARIZONA

WEST 1/4 CORNER, SECTION 35
TOWNSHIP 2 SOUTH, RANGE 5 EAST
FOUND C.O.C. BRASS CAP IN HAND HOLE

SEWER LINE EASEMENT PER 2024-0127092 M.C.R.

20' SEWER AND EMERGENCY ACCESS EASEMENT PER BOOK 1752 PAGE 49 M.C.R.

SPRINGFIELD BLOCK FIVE
BOOK 448, PAGE 33 M.C.R.

SPRINGFIELD BLOCK NINE
BOOK 521, PAGE 35 M.C.R.

N00°17'14"W 2644.01'
1306.83'
N00°17'14"W 1337.18'
588.28'

55.01'
55' R/W
MCQUEEN ROAD
501.01'

EX. 26' R/W PER BOOK 2 OF ROAD MAPS, PAGE 60 M.C.R.

8' P.U.E.

TRACT A

SPRINGS PLACE

TRACT E

TRACT D

TRACT C

TRACT B

TRACT M

TRACT K

BEDFORD DRIVE

PEACH TREE DRIVE

CROSSCREEK DRIVE

N89°04'57"E 520.00'

N88°50'54"E 1324.94'

S00°16'17"E 1342.59'

S00°55'03"E 830.85'

SEE SHEET 5

SCALE: 1" = 50'

50' 25' 0 50'

COC LOG NO. PLT24-0008

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date Signed 06-26-24
ARIZONA U.S.A.

SHEET 04 OF 06

CVL Contact: DOUG CHUBIN

CVL Project #: 01-0370701

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COUNTY RECORDER

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Phoenix, Arizona 85014
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DATE

REVISION

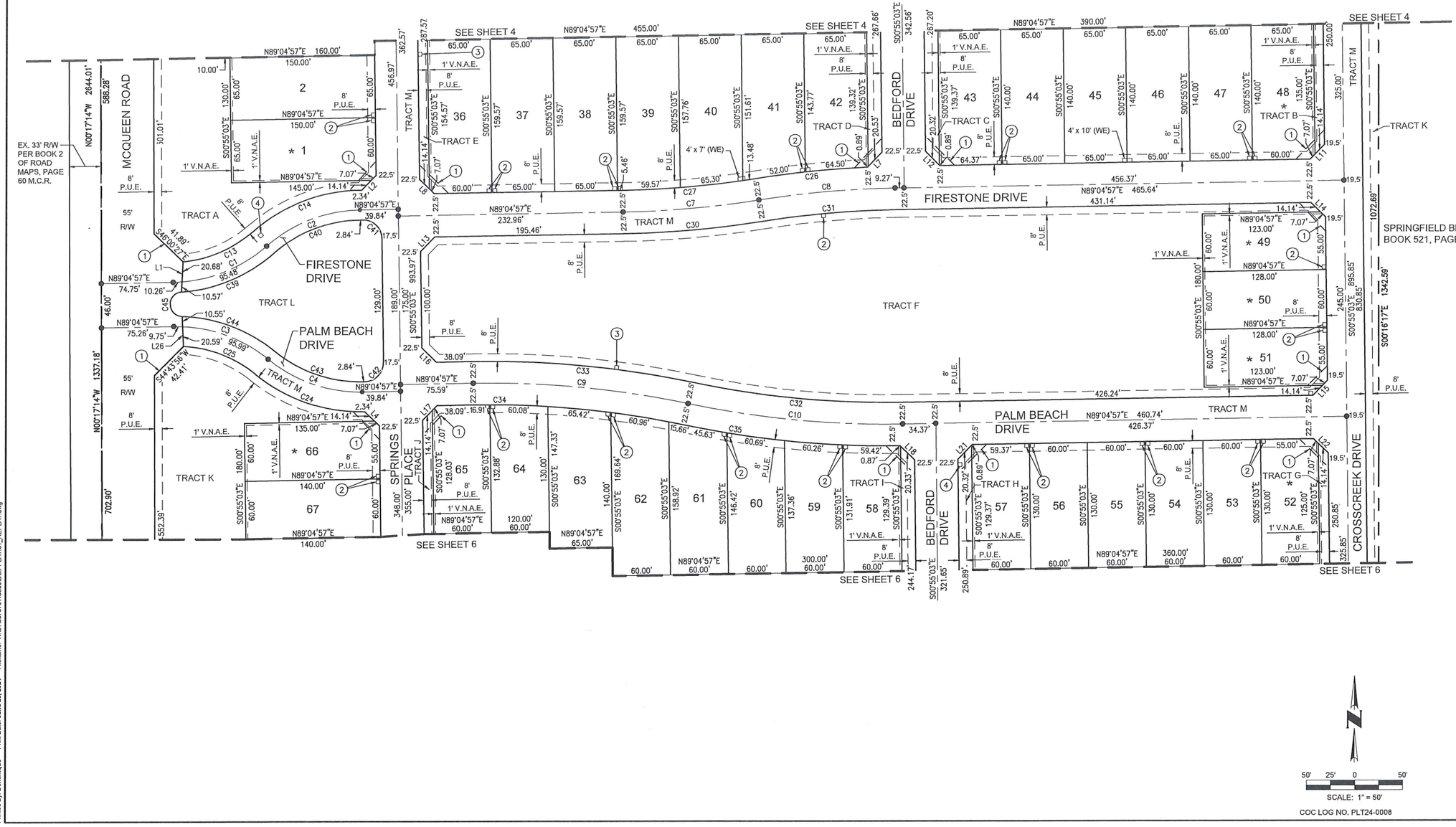
NO.

Coe & Van Loo Consultants, Inc.

RE-PLAT OF FINAL PLAT

EARNHARDT RANCH

CHANDLER, ARIZONA



COC LOG NO. PLT24-0008

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD C. ALCOCER
Date Signed 10-24-24
ARIZONA U.S.A.

SHEET 05 OF 06

CVL Contact: DOUG CHUBIN

CVL Project #: 01-0370701

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COUNTY RECORDER

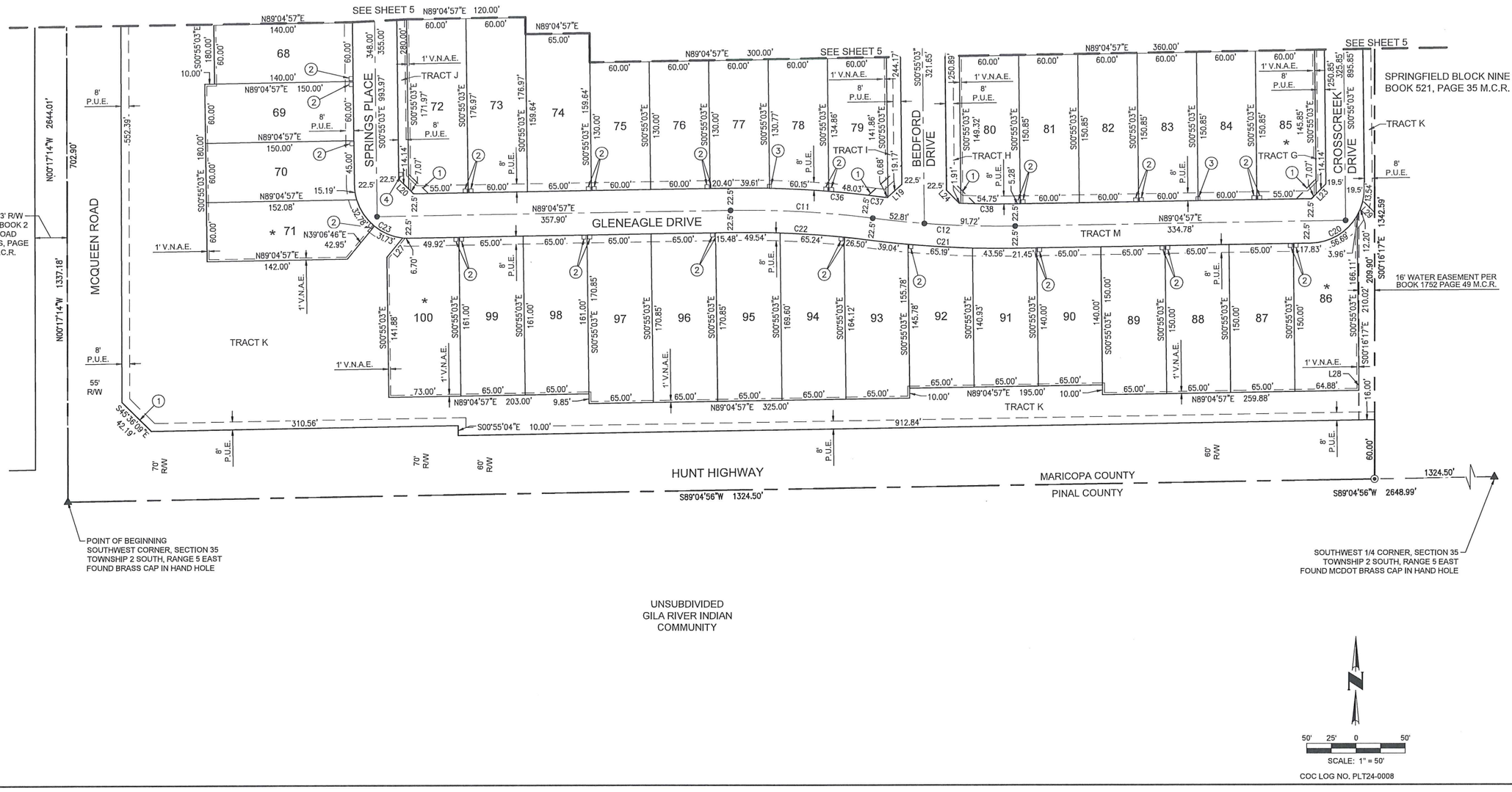
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RE-PLAT OF FINAL PLAT

EARNHARDT RANCH
CHANDLER, ARIZONA

SHEET 06 OF 06

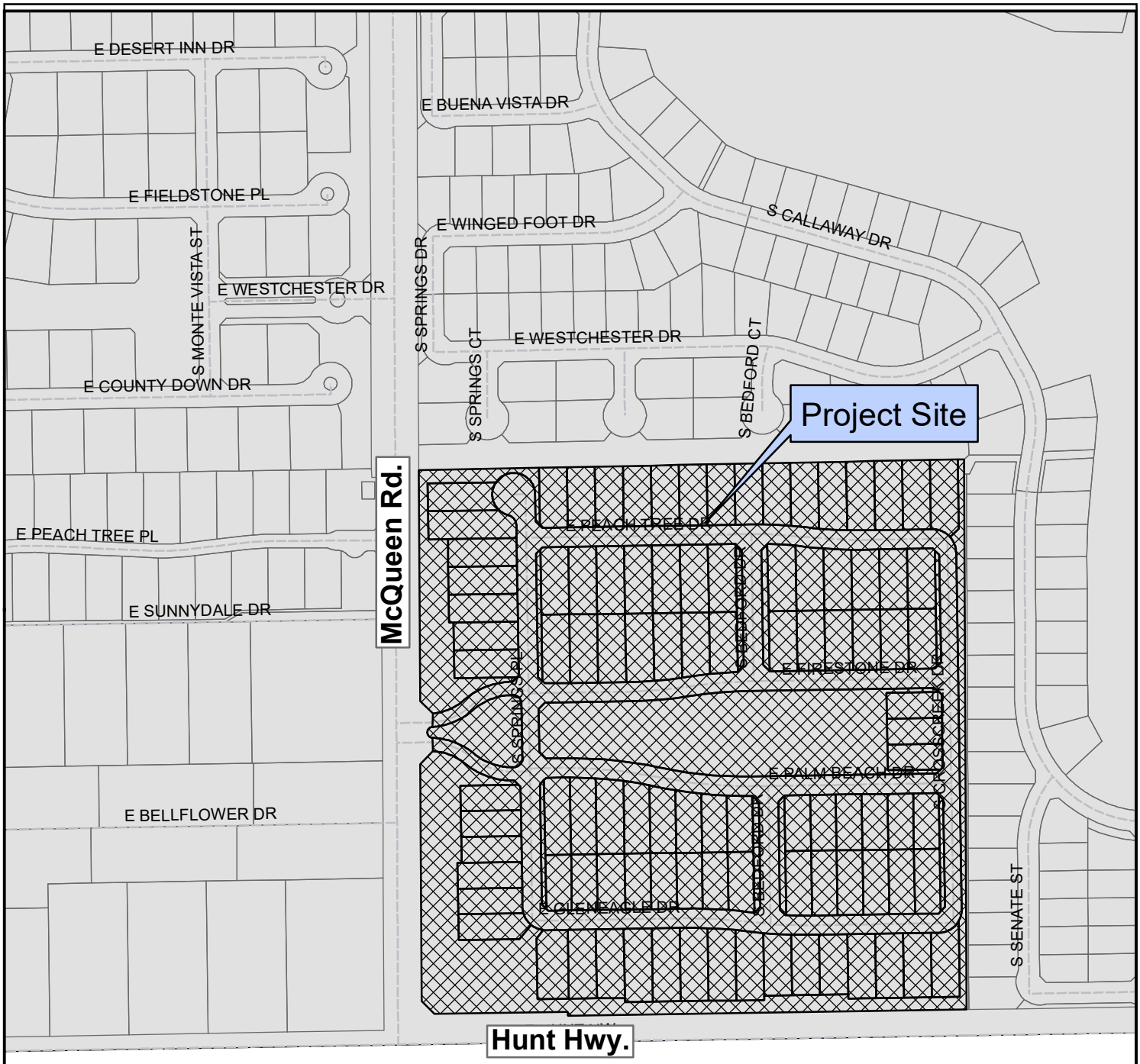
CVL Contact: DOUG CHUBIN

CVL Project #: 01-0370701

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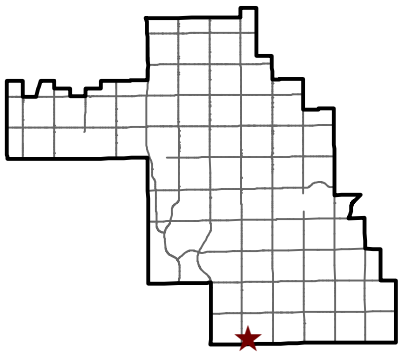
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Gila River Indian Community

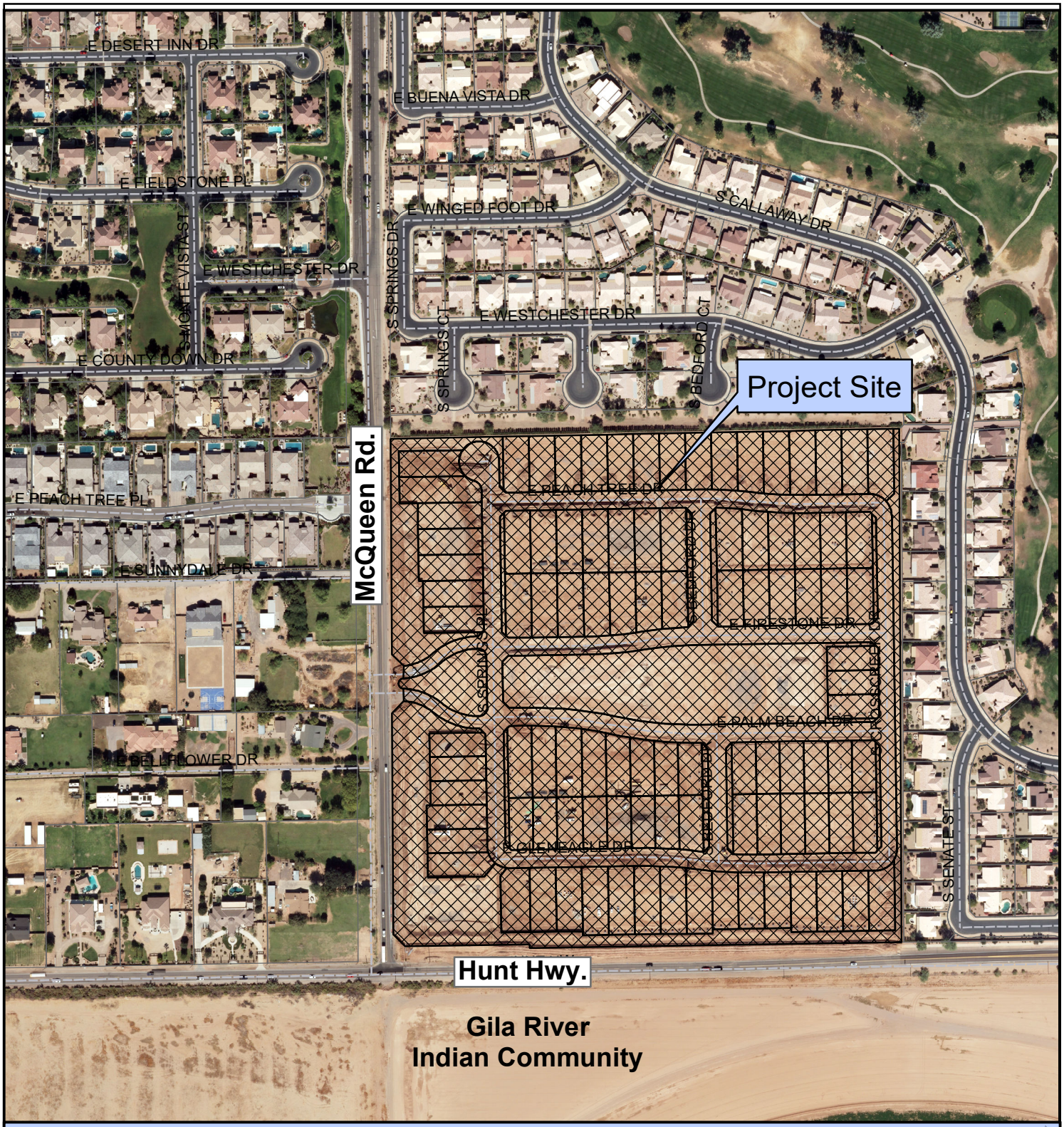
PLT24-0008 Earnhardt Ranch (Re-Plat)

Project Details
Zoning Case-PLH21-0088 Earnhardt Ranch
37.145 Acres (Net)
100 Lot Single Family Subdivision



CHANDLER arizona

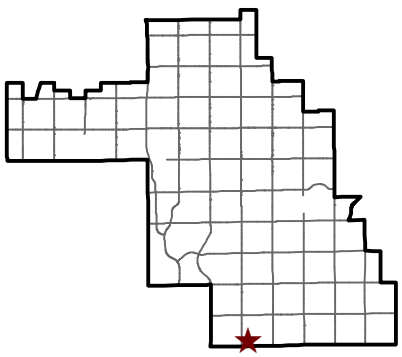
City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning



PLT24-0008 Earnhardt Ranch (Re-Plat)

N

Project Details
Zoning Case-PLH21-0088 Earnhardt Ranch
37.145 Acres (Net)
100 Lot Single Family Subdivision



CHANDLER arizona

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https://gis.chandleraz.gov/planning

CHANDLER arizona
Community of Innovation

City Council Memorandum City Manager's Office Memo No. CP24-129

Date: August 15, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager | CFO
Mike Hollingsworth, Facilities and Fleet Manager
Daniel Haskins, Capital Projects Division Manager
From: Alyssa Siqueiros, Construction/Design Project Manager
Subject: Professional Services Agreement No. BF2402.201, with GLHN Architects & Engineers, for the City Hall Mezzanine Improvements Design Services

---

Proposed Motion:

Move City Council award Professional Services Agreement No. BF2402.201 to GLHN Architects & Engineers, for the City Hall Mezzanine Improvements design services, in an amount not to exceed $164,835.

Background/Discussion:

This project aims to optimize space utilization by re-purposing the existing City Hall mezzanine. The renovation will create a versatile area that accommodates multiple functions, enhancing employee engagement and opportunities for public use and hosted events. The west section of the mezzanine is proposed to be enclosed, making the space usable year-round by adding climate controls and shielding it from dust and noise on Arizona Avenue. The renovated space will be used as both a wellness space and a venue for trainings or meetings. The remainder of the space will be transformed using new furniture, fixtures, and green elements to serve as an outdoor gathering space. The existing storage room will be evaluated for opportunities to create an amenity staging area for gatherings and events.

The project scope of work consists of coordinating and designing the new enclosed space, as well as all associated mechanical, structural, and electrical systems. This project agreement also includes post-design services during the construction phase of the project. The agreement completion time is 450 calendar

days following Notice to Proceed.

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 Architectural Design Services. Staff recommends approval of this agreement with GLHN Architects & Engineers, based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3210.6212.0.6BF670	General Government Capital Projects	Space Utilization Improvements	$107,835	Y
741.3210.6212.0.6BF670	Medical Self Insurance Fund	Space Utilization Improvements	$57,000	Y

Attachments

Contract
Location Map

PROFESSIONAL SERVICES AGREEMENT
Design Services

City Hall Mezzanine Improvements

Project No. BF2402.201

Council Date: August 15, 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 **GLHN Architects and Engineers, Inc.**, a Arizona corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide **Design Services** for **City Hall Mezzanine 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 **450** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **$164,835** 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: Alyssa Siqueiros**,** Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3343 Email: alyssa.siqueiros@chandleraz.gov	
To Consultant:	**LEGAL COMPANY NAME:**	GLHN Architects & Engineers, Inc.
	Mailing Address:	2939 E. Broadway Blvd., Tucson, AZ 85716
	Physical Address:	3636 N. Central Ave., Suite 160, Phoenix, AZ 85012
	Statutory Agent Name:	Russell L. Combs
	Statutory Agent Mailing Address:	2939 E. Broadway Blvd., Tucson, AZ 85716
	Statutory Agent Physical Address:	3636 N. Central Ave., Suite 160, Phoenix, AZ 85012
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Russell L. Combs
	Title:	Vice President
	Phone:	602-368-9393
	Email:	rcombs@glhn.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"
GLHN ARCHITECTS AND ENGINEERS, INC.

05/28/24
Signature Date

Russell L. Combs
Print Name

Director of Design / Vice President
Title

rcombs@glhn.com
Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

GLHN
ARCHITECTS & ENGINEERS, INC

BF2402.201 – City Hall Mezzanine Improvements

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE: DESIGN & POST DESIGN

DESIGN SERVICES

1. PROJECT DESCRIPTION & SCOPE OF DESIGN AND CONSTRUCTION:

1.1 Consultant will provide services for the design, permitting, development of construction documents, and Post Design services as specified for the development of the Chandler City Hall Mezzanine Improvements, located at 175 S Arizona, Chandler, Arizona, all as more specifically described herein below.

1.2 The facility design may include, but not be limited to: Architecture, Mechanical Engineering, Electrical Engineering, Plumbing Engineering, Structural Engineering and Cost Estimating Services. The scope of work consists of enclosing roughly 880 square feet of the Mezzanine located on the second floor of the City Hall Complex. The enclosed portion of the Mezzanine will be used for meetings and a multipurpose room for exercising and other activities. The City of Chandler's initial estimated construction budget for the scope of work is $700,000.00. It is anticipated that construction might need to be phased and that additional funds to complete the entirety of the scope may need to be acquired at a later date. Design Documents will indicate possible phasing. A more detailed description of the City's concept is included herein as part of Exhibit A-1.

1.3 Consultant will provide all design services for the Project including, but not limited to, Architecture, Mechanical Engineering, Electrical Engineering, Plumbing Engineering, Structural Engineering and Cost Estimating Services.

2. ASSIGNMENT:

2.1 The design Agreement has been awarded to an architect based on their proposed personnel and specified consultants. Any deviations or substitutions of these team members must be pre-approved in writing by City. Those persons listed in Exhibit B will perform those portions of the work listed therein.

3. PROJECT SCHEDULE:

3.1 Consultant must perform the services within the times set forth in the Production Schedule included herein and made a part hereof by reference.

3.2 Consultant must adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of City. Consultant must revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. Consultant must take all reasonable actions necessary to get the project back on schedule and City will cooperate to assist Consultant.

4. QUALITY CONTROL:

4.1 Consultant must institute and comply with the Design Quality Control Plan attached hereto and made a part hereof by reference.

4.2 As a part of the project design Consultant will develop a quality control plan for the entire construction phase. This Quality Control Plan will establish what elements should and must be seen by each consultant during construction. Identify what is in the project, which will be required to have a IBC "special Inspection" by the design engineer.

5. PRELIMINARY RESEARCH:

5.1 As and for preliminary research before preparing the project design, Consultant will:

a. Review building as-builts and evaluate existing building conditions relating to the scope of work.
b. Perform a Document search for City policies, regulations, standards, design manuals, and requirements, etc. relevant to project.
c. Investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished by City.

6. DESIGN DEVELOPMENT (60% Document Review):

6.1 Consultant must prepare, for approval by City, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical, and electrical systems, materials and such other elements as may be appropriate. When the design is approximately sixty percent (60%) complete, the Consultant must do the following:

a. Cover sheet to be provided by City
b. Allow and invite the Owner's Representative to attend the regular bi-weekly design coordination meetings.
c. Collaborate with City to define their requirements for building systems.
d. Create an outline technical specification.
e. Prepare plans, elevations, sections, schedules and notes as required to fix and describe the project as to architectural, structural, mechanical, and electrical systems.
f. Perform code reviews and implement requirements into the design documents.
g. Value Engineer the design cooperatively with the entire design team and City's representatives. This effort will occur as early as effectively possible and consist of a focused meeting addressing: relationships of components, construction materials, and building systems.
h. Submit electronically to City's Project Manager for review and comment one complete drawing set, specifications, and structural calculations.
i. Schedule review meeting with city staff to discuss review comments. Clarify with the staff what the design challenges are and decide the method in which they will be resolved.

7. CONSTRUCTION DOCUMENTS (90% Document Review):

7.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by City, Consultant must prepare, for approval by City, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. When the design is approximately ninety percent (90%) complete, the Consultant must do the following:

a. Submit electronically to City's Project Manager for comment one complete drawing set, specifications, and structural calculations, one of which will be reproducible. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.

b. Prepare plans, elevations, sections, schedules, notes, and specifications as required to be able to bid and construct the project in its entirety.
c. Provide document coordination of work performed by separate contractors or by City's own forces (i.e.: systems furniture or exercise equipment provisions & installation, etc.).
d. Based on cost estimates received from JOC, re-design as necessary to re-align the design with the construction budget.
e. Prepare bid alternates as necessary to assure budget can be met.

8. FINAL CONSTRUCTION DOCUMENTS (100% Documents):

8.1 Submit bid documents online to the City's Development Services Department for building permit. All plans, calculations and specifications will be stamped.
9.2 If comments are provided, review comments with necessary stakeholders to establish path forward. Re-submit if necessary.
9.3 Assist City in the evaluation of "substitutions and or-equals" and make a recommendation to accept or decline.
9.4 Prepare addenda for review and approval by City. City will distribute.
9.5 If bids are 10% over or under the "engineers estimate", Consultant will be required to provide a detailed evaluation explaining differences. Then the documents will be modified and re-bid at no additional cost to City.

9 PERIOD OF SERVICE (MILESTONES):

9.1 Following receipt of a "Notice to Proceed" with the design work, Consultant must complete the design and have all documents ready for bidding within an estimated 112 calendar days or 82 working days of the date indicated on the Notice to Proceed.
9.2 Consultant must complete all services specified herein in accordance with the Production Schedule and progress milestones included in Exhibit A-2 attached herein. In the event delays are experienced beyond the control of Consultant, the completion date may be extended as mutually agreed upon by City and Consultant.

<u>POST DESIGN SERVICES</u>

Project Description
Post Design services for BF2402.201 – City Hall Mezzanine Improvements, for an estimated 18 week duration, starting with the issuance of a permit. Services include Architectural Design Services during Construction to address issues and/or review of submittals of specialized technical products regarding the designer of record; and preparation of as-built record drawings.

Project Tasks

11. ARCHITECTURAL DESIGN SERVICES DURING CONSTRUCTION

11.1 Consultant must attend punch-walk and visit the site 2 (two) times during construction at the City of Chandler's chosen timing. Consultant assumes attendance of 2 (two) weekly construction meetings.

11.2 Consultant must review, evaluate, and respond to any contractor Requests for Information (RFI's) forwarded by the CM Firm for design review. Consultant assumes a maximum of 30 (thirty) RFI responses.

11.3 Consultant must review, evaluate, and respond to any Contractor Shop Drawing submittals forwarded by the CM Firm for design review. Consultant assumes a maximum of 30 (thirty) reviews.

12 RECORD DRAWINGS

12.1 Transfer red-line comments to City's construction plans to create record drawings.

12.2 Provide architect stamp/certification on record drawings cover sheet. Ensure all required signatures on the cover sheet.

12.3 Provide record drawings in digital pdf and CAD formats to the City as required for as-built submittal process.

13 OWNERS ALLOWANCE

13.1 The Owner's Allowance will only be utilized with prior written approval from the City representative.

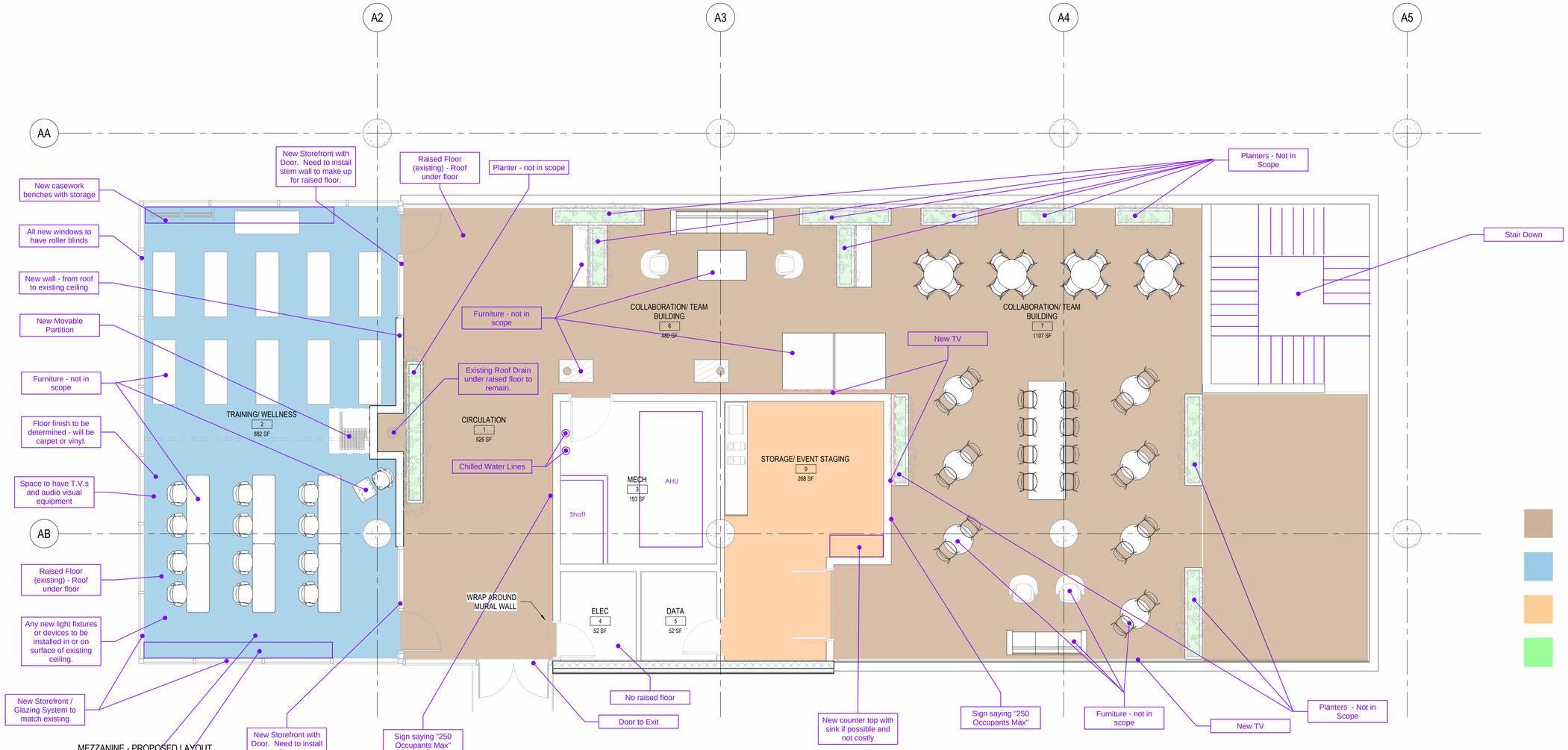
ASSUMPTIONS, CLARIFICATIONS, AND EXCLUSIONS

Assumptions :

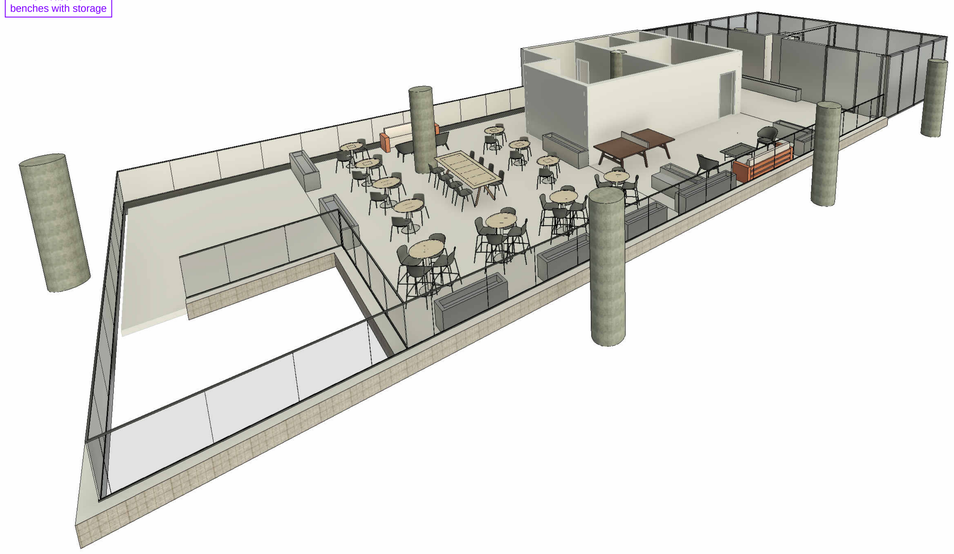
1. Fire Alarm / Fire Protection Design / Engineering – Assumed to be Deferred Submittal by others.

Exclusions:

2. Application fees for City reviews and permits will be paid by CITY.
3. Acoustical Consultant / Design
4. Civil Engineering Services
5. Security Systems Design
6. Traffic Studies
7. Development Plan or Design Review Submittal
8. Rezoning
9. Environmental Surveys.
10. Landscape Architectural Services
11. Solar Array and System Design
12. Site Survey
13. Special Inspection
14. Variances, Special Exceptions etc. required as a part of the review process.
15. IT Equipment and Low Voltage - Data Design / Engineering. Will coordinate with the City's Designer / Provider and show Infrastructure as required.
16. Weekly or By-Weekly Owner, Architect and Contractor (OAC) Meetings during Construction.



MEZZANINE - PROPOSED LAYOUT
SCALE: 1/4" = 1'-0"



VIEW - NORTHEAST MEZZANINE
SCALE:



Needed Services and Deliverables:

Deliverables:

60% CD Package (100% DD Package)
90% CD Package
Final CD / Permit Set

Final Documents will included Specs and be issued in one package.

Cost Estimate to be included with 60% and 90% submissions.

GLHN responsible for submitting plans for review, City of Chandler will pay for review.

City will use specific AV and IT vendor, GLHN will need to coordinate with vendor and need to show any infrastructure as required.

Anticipated Meetings;

By weekly meetings with City Staff through design.

Page Turn Meetings / Comment Review Meeting after each Milestone Deliverable.

CA / Bidding Services

They will bing on a construction manager and they only anticipate GLHN responding to RFIs, review submittals and providing As-Builts.

Miscellaneous

The city does not have CAD files or a BIM model of the building. They are going to try and have the original Architect provided. They have provided PDF drawings of the entire complex.

OUTDOOR EVENT SPACE

ENCLOSED WELLNESS SPACE

EVENT STAGING AREA

PLANTERS

BF2402.201 –Chandler City Hall Mezzanine Improvements

As indicated

EXHIBIT A-1

175 S Arizona Ave, Chandler, AZ 85225

EXHIBIT A-2

BF 2402.201 City of Chadler - City Hall Mezzanine Improvements Design Schedule - GLHN Project # 24014.01
Wed 4/17/24

ID	Task Name	Duration	Start	Finish
1	Notice to Proceed	0 days	Mon 6/17/24	Mon 6/17/24
2	**Design Phase**	**82 days**	**Mon 6/17/24**	**Tue 10/8/24**
3	**Design Development Package (60% CD Package)**	**30 days**	**Mon 6/17/24**	**Fri 7/26/24**
4	Prepare for Kick Off Meeting	2 days	Mon 6/17/24	Tue 6/18/24
5	DD Kick-Off Meeting w/ Chandler	0 days	Tue 6/18/24	Tue 6/18/24
6	Field Vist to Confirm Existing Conditions	1 day	Wed 6/19/24	Wed 6/19/24
7	Produce 60% Documents	5 days	Thu 6/20/24	Wed 6/26/24
8	Send DD Info to Struc.& Civil	0 days	Wed 6/26/24	Wed 6/26/24
9	Produce 60% Documents	5 days	Thu 6/27/24	Wed 7/3/24
10	Meeting with Chandler Stakeholders	0 days	Wed 7/3/24	Wed 7/3/24
11	Coordination with Consultants / Produce 60% Package	5 days	Thu 6/27/24	Wed 7/3/24
12	Outline Specs to GLHN	0 days	Wed 7/3/24	Wed 7/3/24
13	Produce 60% Documents	5 days	Thu 7/4/24	Wed 7/10/24
14	Meeting with Chandler Stakeholders	0 days	Wed 7/3/24	Wed 7/3/24
15	Coordination with Consultants / Produce DD Package	5 days	Thu 7/4/24	Wed 7/10/24
16	Send DD Info to Struc.& Civil	0 days	Wed 7/10/24	Wed 7/10/24
17	Send 100% DD Package to Cost Estimator	0 days	Wed 7/10/24	Wed 7/10/24
18	Cost Estimating 100% DD	10 days	Thu 7/11/24	Wed 7/24/24
19	QA / QC 100% DD Set (post to BB)	12 days	Thu 7/11/24	Fri 7/26/24
20	Submit 100 % DD Package / 60% CD Package to City of Chandler	0 days	Fri 7/26/24	Fri 7/26/24
21	**City of Chandler Review**	**6 days**	**Mon 7/29/24**	**Mon 8/5/24**
22	City of Chandler review of 100 % DD Package / 60% CD Package	6 days	Mon 7/29/24	Mon 8/5/24
23	**Construction Documents - 90%**	**31 days**	**Mon 8/5/24**	**Tue 9/17/24**
24	90% CD Package Kick-Off / Review City of Chadler Comments of 60% CD Package	0 days	Mon 8/5/24	Mon 8/5/24
25	Produce 90% Documents	4 days	Tue 8/6/24	Fri 8/9/24
26	Send CD Info to Consultants	0 days	Fri 8/9/24	Fri 8/9/24
27	Produce 90% Documents	4 days	Mon 8/12/24	Thu 8/15/24
28	Meeting with Stakeholders	0 days	Thu 8/15/24	Thu 8/15/24
29	Produce 90% Documents	4 days	Fri 8/16/24	Wed 8/21/24
30	Send CD Info to Consultants	0 days	Wed 8/21/24	Wed 8/21/24
31	Produce 90% Documents	4 days	Thu 8/22/24	Tue 8/27/24
32	Specs to GLHN	0 days	Tue 8/27/24	Tue 8/27/24
33	Meeting with Stakeholders	0 days	Tue 8/27/24	Tue 8/27/24
34	Produce 90% Documents	3 days	Wed 8/28/24	Fri 8/30/24
35	Send Final CD to Cost Estimator	0 days	Fri 8/30/24	Fri 8/30/24
36	Cost Estimating Final CD	10 days	Mon 9/2/24	Fri 9/13/24
37	QA / QC of 90% CD Set (post to BB)	12 days	Mon 9/2/24	Tue 9/17/24
38	Submit 90% CD Package to City of Chandler	0 days	Tue 9/17/24	Tue 9/17/24
39	**City of Chandler Review of 90% CD**	**5 days**	**Wed 9/18/24**	**Tue 9/24/24**
40	City of Chandler Review of Final Package	5 days	Wed 9/18/24	Tue 9/24/24
41	Meeting to Review City of Chandler Comments	0 days	Tue 9/24/24	Tue 9/24/24
42	**Sealed Permit Construction Documents**	**10 days**	**Tue 9/24/24**	**Tue 10/8/24**
43	Coordination Meeting to Pick-Up City of Mesa Comments	0 days	Tue 9/24/24	Tue 9/24/24
44	Coordination with Consultants / Pick-Up Final Comments	5 days	Wed 9/25/24	Tue 10/1/24
45	QA / QC of Final CD (post to BB)	5 days	Wed 10/2/24	Tue 10/8/24
46	Submit Sealed Permit Documents to City of Chandler	0 days	Tue 10/8/24	Tue 10/8/24

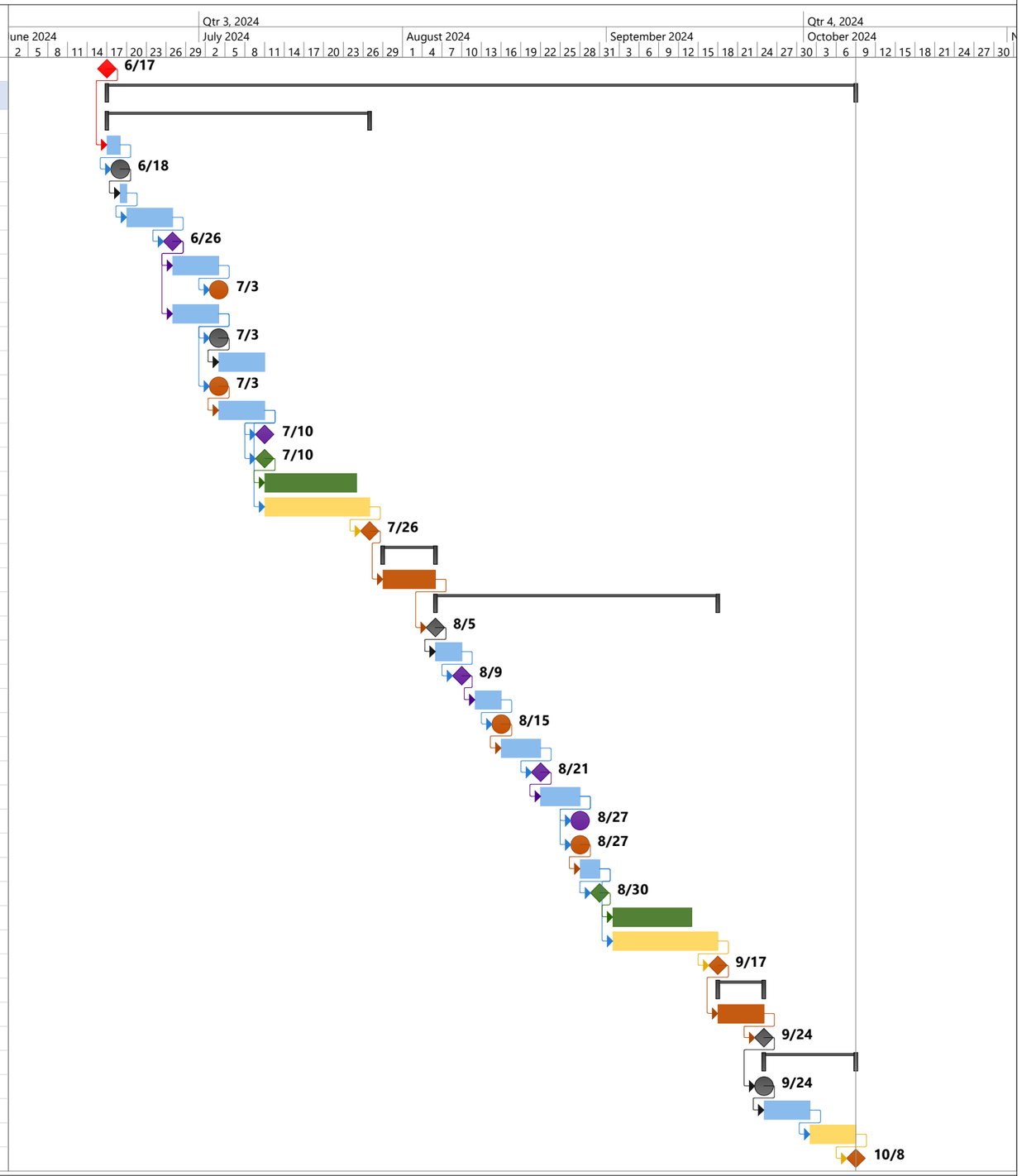


EXHIBIT “B”
COMPENSATION AND FEES

GLHN
ARCHITECTS & ENGINEERS, INC

	TASK DESCRIPTION			SUBTOTAL	
Task 6.0 Design Development (60%)					**$ 53,385.00**
6.1	Prepare 60% CAD Base Plans	$	6,315.00		
6.2	Coordinate Preliminary MP&E Engineering	$	4,105.00		
6.3	Prepare 60% Plans & Outline Specs	$	32,685.00		
6.4	Coordinate 60% Cost Estimate	$	2,335.00		
6.5	60% CofC Review/Meeting/Site Visit	$	1,345.00		
6.6	60% CD Structural Engineering Services (Consultant Fee)	$	2,120.00		
6.7	60% CD Cost Estimate (Consultant Fee)	$	4,480.00		
Task 7.0 Construction Documents (90%)					**$ 48,580.00**
7.1	Prepare 90% CAD Base Drwgs	$	3,880.00		
7.2	Coordinate MP&E Engineering	$	4,990.00		
7.3	Prepare 90% Plans & Draft Tech Specs	$	29,270.00		
7.4	Cordinate 90% Cost Estimate	$	2,335.00		
7.5	90% CofC Review/Meeting/Site Visit	$	955.00		
7.6	90% & 100% CD Structural Engineering Services (Consultant Fee)	$	2,140.00		
7.7	90% CD Cost Estimate (Consultant Fee)	$	5,010.00		
Task 8.0 Final Construction Documents (100%)					**$ 23,580.00**
8.1	Coordinate 100% MP&E Engineering	$	2,700.00		
8.2	Prepare 100% Plans & Final Tech Specs	$	18,895.00		
8.3	100% Deliverables, Plan Review & Permit	$	1,985.00		
Task 11.0 Architectural Design Services During Construction					**$ 21,890.00**
11.1	Submittals / RFI Respones	$	16,225.00		
11.2	Structural Engineering CA Services (Consultant Fee)	$	1,270.00		
11.3	Structural Engineering Special Inspections (Consultant Fee)	$	2,160.00		
11.4	Punch Walks	$	2,235.00		
Task 12.0 Record Drawings					**$ 2,400.00**
12.1	As-Builts (Record Drawing Preparation)	$	2,400.00		
Task 13.0 Owner's Allowance					**$ 15,000.00**
13.1	Owner's Allowance	$	15,000.00		
	TOTAL COST:				**$ 164,835.00**

GLHN
ARCHITECTS & ENGINEERS, INC

	TASK DESCRIPTION	Arch Principal $ 250.00	Arch Project Designer $ 155.00	Arch Job Captain II $ 135.00	Clerical $ 80.00	Project Manager (P.E.) Mech. $ 230.00	Engineering Disigner III Mech. $ 195.00	Engineering Designer II Mech. $ 140.00	Designer III Mech. $ 130.00	Project Engineer (P.E.) III Elec. $ 200.00	Engineering Disigner III Elec. $ 195.00	Engineering Designer II Elec. $ 140.00	Designer I Elec. $ 115.00	< PROJECT ROLE < HOURLY RATES	TOTAL HOURS PER TASK
Task 6.0	**Design Development (60%)**	**23**	**66**	**84**	**10**	**3**	**36**	**3**	**19**	**0**	**6**	**32**	**21**		**303**
6.1	Prepare 60% CAD Base Plans		12	18			3		4				8		
6.2	Coordinate Preliminary MP&E Engineering	2	6	6			2		2		1	4	4		
6.3	Prepare 60% Plans & Outline Specs	18	45	57	9	3	25	3	13		3	25	9		
6.4	Coordinate 60% Cost Estimate	2	2	2			4				1	2			
6.5	60% CofC Review/Meeting/Site Visit	1	1	1	1		2				1	1			
6.6	60% CD Structural Engineering Services (Consultant Fee)	See Attached Subconsultant Proposal													
6.7	60% CD Cost Estimate (Consultant Fee)	See Attached Subconsultant Proposal													
Task 7.0	**Construction Documents (90%)**	**21**	**55**	**71**	**12**	**4**	**33**	**2**	**26**	**0**	**4**	**24**	**17**		**269**
7.1	Prepare 90% CAD Base Drwgs		8	14					4				2		
7.2	Coordinate MP&E Engineering	4	8	8			2		2			4	4		
7.3	Prepare 90% Plans & Draft Tech Specs	14	36	46	11	4	26	2	20		3	17	11		
7.4	Cordinate 90% Cost Estimate	2	2	2			4				1	2			
7.5	90% CofC Review/Meeting/Site Visit	1	1	1	1		1					1			
7.6	90% & 100% CD Structural Engineering Services (Consultant Fee)	See Attached Subconsultant Proposal													
7.7	90% CD Cost Estimate (Consultant Fee)	See Attached Subconsultant Proposal													
Task 8.0	**Final Construction Documents (100%)**	**11**	**27**	**25**	**12**	**3**	**22**	**2**	**18**	**1**	**2**	**13**	**20**		**156**
8.1	Coordinate 100% MP&E Engineering	2	2	2			4	2				4			
8.2	Prepare 100% Plans & Final Tech Specs	7	23	21	12	3	16		16	1	2	8	19		
8.3	100% Deliverables, Plan Review & Permit	2	2	2			2		2			1	1		
Task 11.0	**Architectural Design Services During Construction**	**2**	**39**	**29**	**0**	**0**	**28**	**0**	**4**	**0**	**2**	**10**	**2**		**116**
11.1	Submittals / RFI Respones	1	36	26			25		4		2	8	2		
11.2	Structural Engineering CA Services (Consultant Fee)	See Attached Subconsultant Proposal													
11.3	Structural Engineering Special Inspections (Consultant Fee)	See Attached Subconsultant Proposal													
11.4	Punch Walks	1	3	3	0	0	3	0	0	0	0	2	0		
Task 12.0	**Record Drawings**	**0**	**4**	**4**	**0**	**0**	**0**	**0**	**6**	**0**	**0**	**0**	**4**		**18**
12.1	As-Builts (Record Drawing Preparation)		4	4	0	0	0	0	6	0	0	0	4		
Task 13.0	**Owner's Allowance**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		**0**
13.1	Owner's Allowance	0	0	0	0	0	0	0	0	0	0	0	0		

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

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

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

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

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

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

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

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

2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past

completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

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

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

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

3. Additional Policy Provisions Required.

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

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

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

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

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

3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City. (Does not apply to Professional Liability coverage.)

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

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

3.2. *Insurance Cancellation During Term of Agreement.*

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

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

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

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

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

EXHIBIT "D"
SPECIAL CONDITIONS

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

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, field notes, tracings, studies, investigations, design analyses, original drawings, original mylars, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of City and are to be delivered to the Project Manager before the final payment is made to Consultant. In the event these Documents are altered, modified or adapted without the written consent of Consultant, which consent Consultant must not unreasonably withhold, City agrees to hold Consultant harmless to the extent permitted by law from the legal liability arising out of City's alteration, modification or adaptation of the Documents.

Re-use of Documents. The parties agree the documents, drawings, specifications and designs, although the property of City, are prepared for this specific project and are not intended nor represented by Consultant to be suitable for re-use for any other project. Any re-use without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

Documents to Bear Seal. Consultant and its subconsultants must endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law.

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.

CARUSO TURLEY SCOTT
structural engineers

STRUCTURAL SOLUTIONS

PARTNERS
Sandra Herd, SE, PE, LEED AP
Thomas Morris, SE, PE, LEED AP
Richard Dahlmann, SE, PE
Troy Turley, SE, PE, LEED AP
Brady Notbohm, SE, PE

PROFESSIONAL REGISTRATION

All 50 States
Washington D.C.
Puerto Rico

1215 W. Rio Salado Pkwy.
Suite 200
Tempe, AZ 85281
480.774.1700
www.ctsaz.com

February 22, 2024

CLIENT INFORMATION:

CLIENT PROJECT NO.

PROJECT MANAGER

OTHER

Russ Combs
GLHN ARCHITECTS & ENGINEERS
3636 N. Central Ave, Suite 160
Phoenix, AZ 85012
602.368.9393
RCombs@glhn.com

RE: CHANDLER CITY HALL – TRAINING ROOM TI
175 S. Arizona Ave
Chandler, AZ
CTS Job No:

Dear Mr. Russ Combs:

This will confirm our fee to provide structural engineering and drafting services as required for this new training room based on the following scope of work:

- A new training room is being proposed on the existing outdoor mezzanine level located between the 1st and 2nd floor of this existing city hall building.
- The existing floor of the mezzanine level consists of an elevated, outdoor paver system that is supported by the existing roof framing of the occupied space below.
- Perform a site visit to review the as-built condition of the existing outdoor mezzanine level where the proposed new training room will be located.
- Provide structural design and details for the installation of the new glass storefront framing to be installed around the perimeter of the new training room.
- Anticipate additional support framing for the interior wall of the training room will need to extend from existing roof level to the underside of the existing ceiling framing to maintain an airtight space.
- Design and detail the structural support framing for a new folding partition located within the new training room.
- Coordinate ceiling framing modifications to allow ductwork to enter into the new training room.

Our **Basic Services** will be based on time expended and billed at our current hourly rates. The total fee is estimated Not to Exceed Five Thousand Five Hundred Thirty Dollars ($ 5,530.00).

HOURLY BILLING RATES

TEAM MEMBER	RATE $	TEAM MEMBER	RATE $
Partner	200.00	Structural Engineer I	120.00
Associate	190.00	Structural Designer II	110.00
Senior Principal	180.00	Structural Designer I	100.00
Principal	170.00	Senior Structural Inspector	90.00
Senior Project Manager	160.00	Structural Inspector	80.00
Project Manager	150.00	Senior Structural Drafter	105.00
Senior Structural Engineer	140.00	Structural Drafter	95.00
Structural Engineer II	130.00	Administrative / Billing Team	65.00

This fee will include structural calculations, preparation of the structural plans and details as required, and response to city comments related to the original structural scope of work. Our design will be based on the available existing building information as provided by your office.

Additional engineering and drafting services, if required during construction due to field conditions that differ from the original existing building information, or if requested by the contractor during construction for alternative details or framing schemes, are not included in this fee. This work will be billed per our standard hourly rates as an additional service if required.

Reimbursable Expenses are in addition to the basic services budget noted above and will include: progress or submittal printing, delivery costs, equipment rentals, mileage or travel expenses. Reimbursables shall be invoiced at cost x 1.15.

Special Structural Inspection Services will be invoiced hourly based on time expended against an anticipated budget estimate of Two Thousand One Hundred Sixty Dollars ($ 2,160.00). A maximum of 8 site visits and 24 hours is anticipated but is contingent upon the contractor's scheduling, phasing, weather, and construction methods. This budget estimate is provided as a courtesy to the Owner for budgeting purposes, however the final cost of Structural Inspections will be based on the actual hours expended. Charges are for actual services provided; therefore, if fewer trips or hours

are required, or more than one type of inspection can be combined during a single trip, charges will be adjusted up or down accordingly. Notification will be provided if it appears that the anticipated inspection amount is to be exceeded. The inspection budget estimate shall also be adjusted for phased or interrupted construction or for a change in building construction type. After the design phase, the inspection budget estimate will be reviewed to verify the original scope assumptions and the budget will be adjusted accordingly if necessary. Saturday, Sunday, and Holiday inspections will be billed at our regular hourly rates x 1.5. Inspection fees exclude mileage which will be billed at the current Federal business per mile allowance rate. The anticipated inspection budget is based on the number of site visits and hours noted above. The anticipated inspection budget excludes additional services for re-inspection of incomplete work, time spent inspecting repair type conditions (epoxy grouting for example), time spent waiting for late concrete and grout and/or time spent going to an inspection, which was cancelled without timely notification to this office. In the event of an unexpected rise in fuel costs, Caruso Turley Scott reserves the right to include a fuel surcharge.

In rendering professional services Caruso Turley Scott (CTS) shall apply the skill and care ordinarily exercised by structural engineers at the time and place the services are rendered. Schedules and timely available information from the architect, owner and other design consultants contribute to the completeness of the structural drawings. As such, all projects should carry a contingency for potential coordination and value-added items. It is recommended that final bids not be taken until city review comments and coordination comments have been incorporated. If documents are bid prior to city and coordination comments, the owner assumes the risk for associated additional costs.

Payments for Services as described above shall be made upon the presentation of the Engineer's invoice based on time expended. Interest at 1.5% per month, compounded monthly, will be paid on all invoices after 30 days from billing date. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay the cost of collection, including reasonable attorney fees. If any portion of the account remains unpaid 30 days after billing, this office may, without waiving any claim or right, and without liability whatsoever to the Client, suspend or terminate the performance of all services.

This proposal is valid for 120 days from the date of issuance. After 120 days, please contact our office for updated fees. **If this contract meets with your approval, please sign, date and e-mail (MMcClinton@ctsaz.com) back to our office for authorization to proceed.**

Respectfully Submitted:
CARUSO TURLEY SCOTT

Brady Notbohm, SE, PE
Partner
480.774.1709 Direct
BNotbohm@ctsaz.com

Accepted By:
GLHN ARCHITECTS AND ENGINEERS, INC.

Name: _____
Title: _____
Date: _____

IF ANOTHER PARTY IS RESPONSIBLE FOR PAYMENT
Please advise our office at 480-774-1700 for separate approval to proceed.

CARUSO TURLEY SCOTT structural engineers

PROJECT ITEMIZED COST SUMMARY & ESTIMATED MAN HOURS

Client:	**GLHN**
Project Name:	**Chandler City Hall**
Project No & Brief Description:	**Training Room TI**

Date:	**February 22, 2024**
Contract No:	

Task Description	Direct Labor Hours																		Total Fee	Total Hours
	Partner | PM ($Hourly Rate)		Principal | PM ($Hourly Rate)		Project Manager ($Hourly Rate)		Sr Reg Engineer ($Hourly Rate)		Reg Engineer II ($Hourly Rate)		Design Engineer II ($Hourly Rate)		Sr AutoCAD | BIM ($Hourly Rate)		AutoCAD | BIM ($Hourly Rate)		Admin | Billing ($Hourly Rate)			
	Hours	$200.00	Hours	$170.00	Hours	$150.00	Hours	$140.00	Hours	$130.00	Hours	$110.00	Hours	$105.00	Hours	$95.00	Hours	$65.00		
Schematic Design Phase		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	$ -	0.0
Design Development Phase	3.0	600.00		0.00		0.00		0.00		0.00	10.0	1100.00	4.0	420.00		0.00		0.00	$ 2,120.00	17.0
Construction Document Phase	2.0	400.00		0.00		0.00		0.00		0.00	12.0	1320.00	4.0	420.00		0.00		0.00	$ 2,140.00	18.0
Construction Administration	2.0	400.00		0.00		0.00		0.00		0.00	6.0	660.00	2.0	210.00		0.00		0.00	$ 1,270.00	10.0
Hours & Fee:	7.0	1400.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	0.00	28.0	3080.00	10.0	1050.00	0.0	0.00	0.0	0.00		
																		TOTAL Design Labor:	**$ 5,530.00**	

Task Description	Direct Labor Hours								Total Fee	Total Hours
	Partner | PM ($Hourly Rate)		Design Engineer II ($Hourly Rate)		Sr Field Inspector ($Hourly Rate)		Field Inspector ($Hourly Rate)			
	Hours	$200.00	Hours	$110.00	Hours	$90.00	Hours	$80.00		
Special Structural Inspections		0.00		0.00	24.0	2160.00		0.00	$ 2,160.00	**24.0**
							TOTAL INSPECTION LABOR:		**$ 2,160.00**	

Respectfully submitted,

Caruso Turley Scott Inc. Structural Engineers



Brady Notbohm, PE, SE

Partner

Direct 480.774.1709

BNotbohm@ctsaz.com

Associated Construction Economists

P.O. Box 4073, Scottsdale, AZ 85261
Tel: (480) 596-1882
Fax: (480) 922-1883
E-mail: acebill@cox.net

Russ Combs
GLHN Architects & Engineers
2939 E. Broadway Boulevard
Tucson, Arizona 85716

16th April 2024

Re: Revised Fee Proposal for Construction Cost Estimating Services - City of Chandler City Hall Mezzanine Improvements

Russ,

Further to your recent correspondence we are pleased to submit the following revised fee proposal for providing Construction Cost Estimating services based upon the outline scope of works & responses outlined in the emails on 28th February 2024 and revised estimated construction cost of around $700,000:- .

		Fee
100% Design Development Estimate; 32 hours @$140.00:		**$4,480.00**
90% Construction Document Estimate 34 hours @$140.00		**$4,760.00**
Misc costs including Printing		**$ 250.00**
	Total Fee:	**$ 9,490.00**

Should the final scope of work result in an increase in the construction budget any additional professional estimating services will be charged out at the hourly rate above.

As regards time to complete, we would allow two weeks for each submittal stage.

Thank you for inviting us to propose.

If you have any queries or require any further information, please do not hesitate to contact us.

Yours sincerely,

W. H. Green

William H. Green.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/24/2024

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 Stuckey Insurance & Associated Agencies 2850 E Camelback Rd Suite 325 Phoenix AZ 85016	**CONTACT NAME:** Abi Law **PHONE (A/C, No, Ext):** 602-264-5533 **FAX (A/C, No):** **E-MAIL ADDRESS:** abigail.law@stuckeyinsurance.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** XL Specialty Ins — 37885
INSURED GLHNARC-01 GLHN Architects/Engineers Inc 2939 E Broadway Blvd Tucson AZ 85716	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2040496487 **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	
	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 $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR5025257	2/24/2024	2/24/2025	Per Claim Aggregate	3,000,000 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability - Claims Made - Retro Date: 10/01/63
Project Name: BF2402.201 – City Hall Mezzanine Improvements

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

Mary Lodwick

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/24/2024

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 Crest Insurance Group, LLC 5285 E. Williams Circle Suite 4500 Tucson AZ 85711	**CONTACT NAME:** Jynessa Shaffer **PHONE (A/C, No, Ext):** 520-784-7617 **FAX (A/C, No):** 520-618-3948 **E-MAIL ADDRESS:** jshaffer@crestins.com
INSURED 70GLHNARC GLHN Architects & Engineers, Inc. 2939 E. Broadway Blvd. Tucson AZ 85716	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Twin City Fire Insurance Company / 29459 **INSURER B :** Hartford Accident and Indemnity Company / 22357 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 201931332 **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:	Y	Y	59SBAIS7707	3/1/2024	3/1/2025	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	59SBAIS7707	3/1/2024	3/1/2025	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 X RETENTION $ 10,000	Y	Y	59SBAIS7707	3/1/2024	3/1/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	59WECRT2701	3/1/2024	3/1/2025	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder and others when required in a written contract or agreement are Additional Insured (General Liability, Automobile Liability & Umbrella Liability) including Products Completed. Coverage is Primary & Non-Contributory (General Liability, Automobile Liability & Umbrella Liability). Waiver of Subrogation (General Liability, Automobile Liability, Umbrella Liability & Workers Compensation) applies. This form is subject to all policy forms, terms, endorsements, conditions definitions & exclusions.

RE: BF2402.201 – City Hall Mezzanine Improvements

Additional Insured: City of Chandler, its officers, officials, agents, and employees
See Attached...

CERTIFICATE HOLDER

City of Chandler
Public Works & Utilities Department
PO 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

Cody Ritchil

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AGENCY CUSTOMER ID: 70GLHNARC

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Crest Insurance Group, LLC	GLHN Architects & Engineers, Inc. 2939 E. Broadway Blvd. Tucson AZ 85716
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

30-DNOC applies

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BUSINESS 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. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C.** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "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 "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or 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 **D.** - Liability And Medical Expenses 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, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** – 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.

(2) 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.

c. "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 **C.** – 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;

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(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.

d. 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".

e. **Incidental Medical Malpractice**

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. **MEDICAL EXPENSES**

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:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) 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.

3. **COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS**

a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

(4) 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 $500 a day because of time off from work.

(5) All costs taxed against the insured in the "suit".

(6) 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.

(7) 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.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. 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:

(1) 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";

(2) This insurance applies to such liability assumed by the insured;

(3) 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";

(4) 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 interest of the indemnitee;

(5) 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

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) 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 **1.b.(b)** of Section **B.** – Exclusions, 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:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

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 because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" 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 purpose 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:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and

(ii) 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 only if you are in the business of manufacturing, distributing, 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 (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) 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".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" 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;

(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"; or

(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".

(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 wrongdoing 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 51 feet long; and

(b) Not being used to carry persons 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;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

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 or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "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.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting,demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** - Coverages.

k. 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;

(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 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section **D.** - 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)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. 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.

n. 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.

o. 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.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

(a) Copyright;

(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) An "advertisement" for others on your web site;

(b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or

(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. 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".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "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; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises 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 **D.** - Liability And Medical Expenses Limits Of Insurance.

2. **Applicable To Medical Expenses Coverage**

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 with the "products-completed operations hazard".

g. **Business Liability Exclusions**
Excluded under Business Liability Coverage.

C. 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.

2. Each of the following is also an insured:

a. **Employees And Volunteer Workers**

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), or 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 that "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 Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such 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. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

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. Legal Representative If You Die

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 insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, 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 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but 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 and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance 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. 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, except when 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 distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) 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 distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment, but only with respect to their 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.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, 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 or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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 services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, 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 or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, 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, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

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.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

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. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

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.

E. LIABILITY AND MEDICAL EXPENSES GENERAL 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. Notice Of Occurrence Or Offense

You or any additional insured 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. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

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, 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 that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

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.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

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 Form 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 insurance 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.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy 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 a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

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;

(4) Aircraft, Auto Or Watercraft

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 **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part 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.

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:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

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 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.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, 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. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph **6.** (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section **C.**, Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. **Additional Insured - Designated Person Or Organization**

   WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, 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 or omissions of those acting on your behalf:

   a. In the performance of your ongoing operations; or

   b. In connection with your premises owned by or rented to you.

2. **Additional Insured - Managers Or Lessors Of Premises**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

   b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

      This insurance does not apply to:

      (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

      (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. **Additional Insured - Grantor Of Franchise**

   WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. **Additional Insured - Lessor Of Leased Equipment**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased 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(s) or organization(s).

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. **Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

   b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

      This insurance does not apply to:

      (1) Any "occurrence" that takes place after you cease to lease that land; or

      (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. **Additional Insured - State Or Political Subdivision – Permits**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but 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 and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance 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. 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 distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) 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 distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. **Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, 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 or omissions of those acting on your behalf:

      (1) In the performance of your ongoing operations for the additional insured(s); or

      (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

      (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

      (2) Supervisory, inspection, architectural or engineering activities.

10. **Additional Insured – Co-Owner Of Insured Premises**

    WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

   a. **(1)** Radio;
      (2) Television;
      (3) Billboard;
      (4) Magazine;
      (5) Newspaper;

   b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

   c. Any other publication that is given widespread public distribution.

   However, "advertisement" does not include:

   a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

   b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

   a. Injury;

   b. Sickness; or

   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "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 a. above;

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 a. above;

(2) The activities of a person whose home is in the territory described in 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 the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. 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.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "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:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "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, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

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, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement 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.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) 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, designs 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

(2) 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 (1) above and supervisory, inspection, architectural or engineering activities.

13. "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".

14. "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".

15. "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, on which are 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 **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 **a.**, **b.**, **c.**, or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, 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.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "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 the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" means 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.

19. "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 to be 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.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

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; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "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 "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "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.

22. "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.

23. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "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.

25. "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.

EXHIBIT “F”
FEDERAL REQUIREMENTS

N/A



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 59 WEC RT2701 **Endorsement Number:**
Effective Date: 03/01/24 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: GLHN ARCHITECTS AND ENGINEERS, INC.
2939 E BROADWAY BLVD
TUCSON AZ 85716

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.

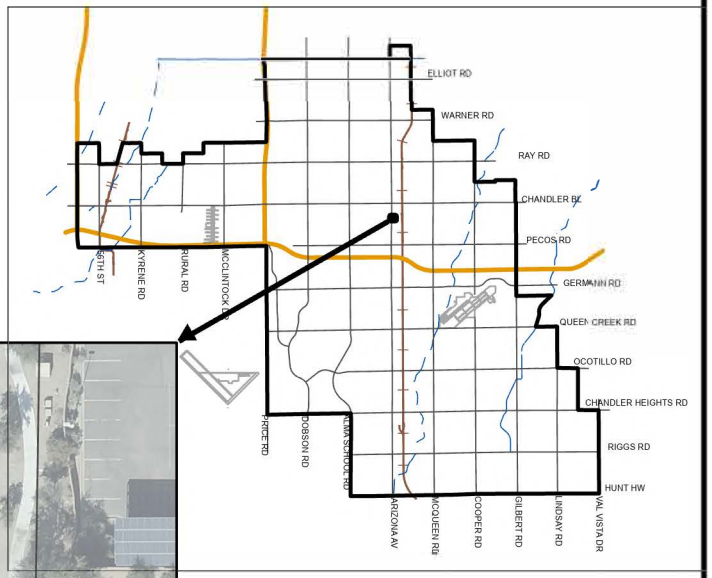
This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

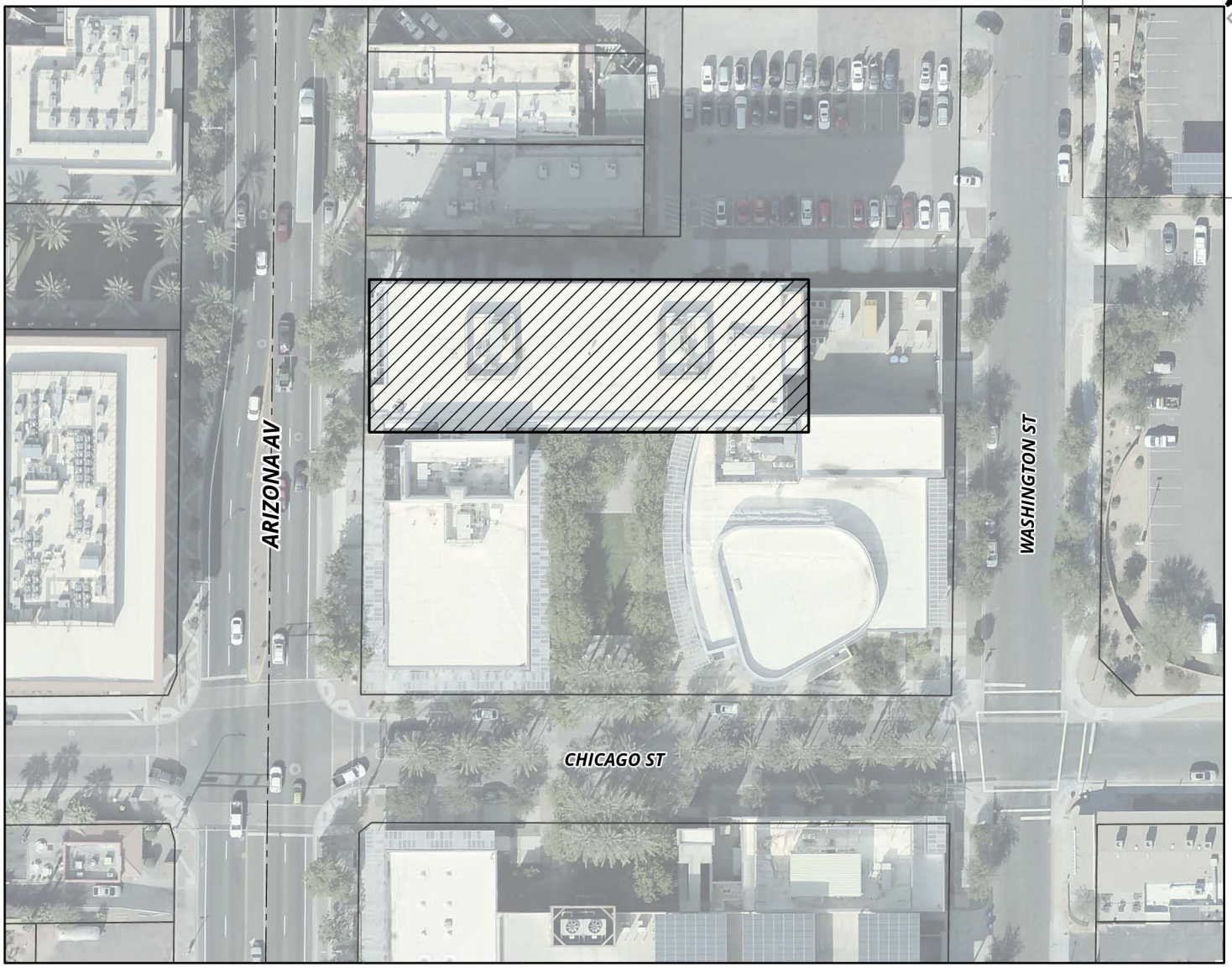
SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

CITY OF CHANDLER CITY HALL
MEZZANINE IMPROVEMENTS
PROJECT NUMBER BF2402.201





MEMO NO. CP24-129

PROJECT LOCATION:
CITY HALL 2ND FLOOR MEZZANINE

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CHANDLER arizona
Community of Innovation

City Council Memorandum Information Technology Memo No. N/A

Date:	August 15, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Dawn Lang, Deputy City Manager / CFO Sandip Dholakia, Chief Information Officer
From:	Molly Mahai, IT Chief Infrastructure Officer
Subject:	Purchase of Enterprise WiFi Services

Proposed Motion:

Move City Council approve the purchase of enterprise WiFi services, from Hye Tech Network and Security Solutions, LLC, utilizing the 1GPA Contract No. 22-02PV-08, in an amount not to exceed $1,230,887.

Background/Discussion:

The Information Technology (IT) Department has started the citywide WiFi project, which includes approximately 75 facilities requiring replacement of outdated wireless controllers, access points, cabling and network switches. IT is working with a vendor to complete assessments for city facilities to determine WiFi needs based on building size, occupancy, and construction type. These assessments will also identify where additional infrastructure is needed. As assessments and predictive designs are completed and needs are known, purchasing items are being submitted for City Council consideration to order the necessary equipment as it becomes available.

In March 2024, City Council approved a purchase in the amount of $676,338 for equipment to complete WiFi updates to the Senior Center, Community Center, IT Building, and all 11 fire stations. The current request is in the amount of $1,230,887 for completion of all the predictive designs and equipment to complete WiFi updates to a number of facilities, including City Hall, Snedigar Recreation Center, and Tumbleweed Tennis and Recreation Center. The remaining facilities will be addressed once the predictive designs are completed and it is known how

many access points are needed.

Since this project started, the following facilities have been completed allowing for faster speeds, increased capacity, improved efficiency, better battery life, and enhanced security: Information Technology, Fire Administration (including Emergency Operation Center), Senior Center, and Community Center. Additionally, the outdoor courtyard at the Community Center now boasts WiFi supported by an outdoor antenna. All fire stations are estimated to be complete by the end of August 2024.

Evaluation:

The Paradise Valley Unified School District, on behalf of 1GPA, competitively solicited and awarded a contract for technology and audio/visual services to Hye Tech Network and Security Solutions, LLC. The city has a current agreement with 1GPA allowing for the cooperative use of its contract. Staff recommends the purchase of the services through this cooperative contract.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.1287.5219.0.6IT102.0	General Government Capital Projects	WiFi Access Points	$386,269	Y
401.1287.6315.0.6IT102.0	General Government Capital Projects	WiFi Access Points	$329,133	Y
605.1287.6315.0.6IT102.0	Water Operating Fund	WiFi Access Points	$161,205	Y
615.1287.6315.0.6IT102.0	Wastewater Operating	WiFi Access Points	$145,853	Y
625.1287.6315.0.6IT102.0	Solid Waste Operating	WiFi Access Points	$69,088	Y

635.1287.6315.0.6	IT102.0	Airport Operating Enterprise Fund	WiFi Access Points	$15,356	Y
217.1280.6315.0.3	AZ004.0	Grants	Citizen Engagement/Mobility Program	$123,983	N

City Council Memorandum Information Technology Memo No. N/A

Date: August 15, 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 Annual Support and Maintenance for the Talent Management Suite

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Proposed Motion:

Move City Council approve the purchase of annual support and maintenance for the talent management suite, from Saba Software, Inc., in the amount of $150,865.

Background/Discussion:

In Fiscal Year (FY) 2018-19, the city replaced its outdated and unsupported learning management system with a comprehensive, state-of-the-art enterprise talent management suite from Saba Software, Inc. The software solution is referred to as LEAF and provides a wide variety of collaboration tools, including training and performance management, that support the professional development of the city's workforce. The city is currently in the analysis phase of a new enterprise resource planning (ERP) and human resource information system (HRIS) system, which is not anticipated to be implemented for several more years. This purchase is for one-year renewal of software support and maintenance for the current LEAF system while new options are evaluated in conjunction with the ERP and HRIS system replacements.

Evaluation:

Support and maintenance for the LEAF talent management suite is only available from Saba Software, Inc. On September 18, 2018, city council approved an agreement with Saba Software, Inc. for the talent management suite. Saba Software was selected following a competitive solicitation process. The original agreement included ongoing support and maintenance for a one-year period, with the option of up to four one-year extensions. A new three-year agreement was completed in September 2022 and the city is currently in the last year of that agreement. The cost per license will remain the same. Staff recommends the purchase of annual support and maintenance from Saba Software, Inc., for the term of September 25, 2024, through September 24, 2025.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1200.5419.0.0.0	General Fund	N/A	$150,865	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. N/A

Date: August 15, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
From: Christina Pryor, Procurement & Supply Senior Manager
Subject: Agreement No. WH2-914-4361, Amendment No. 3, for Electrical Supplies

---

Proposed Motion:

Move City Council approve Agreement No. WH2-914-4361, Amendment No. 3, with Consolidated Electrical Distributors, Inc., DBA Arizona Electric Supply, for electrical supplies, in an amount not to exceed $200,000, for the period of September 1, 2024, through August 31, 2025.

Background/Discussion:

This agreement is for the purchase of a variety of electrical supplies stocked in Central Supply and used by the Public Works and Utilities, Community Services, Neighborhood Resources, and Buildings and Facilities departments and divisions. These departments and divisions can also purchase items directly from the recommended supplier. Items available under this agreement include street lighting, electrical wire, connectors, conduits, ballasts, and traffic equipment.

Evaluation:

On August 26, 2021, City Council approved an agreement with Consolidated Electrical Distributors, Inc., DBA Arizona Electric Supply, for electrical supplies, for a one-year period, with the option of up to four one-year extensions. The Contractor has agreed to extend for one additional year at the same terms and conditions, with a price increase. Consolidated Electrical Distributors, Inc., DBA Arizona Electric Supply, was notified by its supplier manufacturers of price increases on items the City purchases. The supplier manufacturers cite cost increases on labor, inflation in domestically sourced raw metal materials, and

increases in the costs of freight and shipping as the causes of the increased prices. Staff reviewed the requested changes and found them to be reasonable. Staff recommends extension of this Agreement for the term of September 1, 2024, through August 31, 2025.

Financial Implications:

Funds for the purchase of electrical supplies will come from the Central Supply Inventory account (101.0000.1516). Individual cost centers will be charged for supplies as they are issued from Central Supply to various departments.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.0000.1516.0.0.0	General	N/A	$200,000	N

Attachments

4361 Amendment 3

Docusign Envelope ID: 8CE2B76B-035B-4441-9106-478CE98EBA13

City Clerk Document No. _____

City Council Meeting Date: August 15, 2024

AMENDMENT TO CITY OF CHANDLER AGREEMENT
ELECTRICAL SUPPLIES
CITY OF CHANDLER AGREEMENT NO. WH2-914-4361

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 Consolidated Electrical Distributors Inc. dba Arizona Electric Supply, (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 electrical supplies (Agreement); and

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

WHEREAS, the Parties wish to exercise the third option through this Amendment to extend the Agreement for September 1, 2024 through August 31, 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 September 1, 2024, through August 31, 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. Total payments made to the Contractor during the term of this Amendment No. 3 will not exceed $200,000.

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: 8CE2B76B-035B-4441-9106-478CE98EBA13

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

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: Dave Dillman

Its: Manager

APPROVED AS TO FORM:

By: _____
City Attorney JMB

ATTEST:

By: _____

Docusign Envelope ID: 8CE2B76B-035B-4441-9106-478CE98EBA13

REVISED EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

Item #	COC Stock #	Description	Unit Price
1	5680.069.6315	CHRCO FL30TLID TRAFFIC SIGNAL #5	$ 192.64
2	5680.069.6320	Box, Pull, Traffic Signal #7, Fiberlite, FL36TBOX12, 17x30x12, without Cover	$ 312.42
3	6145.105.0300	Cable, Pre-Emption, 2003-Opticom, with 3-color Coded Conductors, 1000 FT/RO Red, Orange, Blue - 20 A.W.G. = Gauge	$ 1,802.66
4	6145.107.0120	Cable, Traffic Signal, SIG 05 - conductor, 14 A.W.G., Conductor, 1000 FT/RO	$ 1,304.70
5	6145.107.0105	Cable, Traffic Signal, SIG 20 - conductor, 14 A.W.G., Solid Conductor, IMSA 20-1, 1000 FT/RO	$ 7,405.88
6	6145.107.0140	Cable, Traffic Signal, Type SIG 07 - conductor, 14 A.W.G. 07 Con. 1000', Solid, 147201S	$ 1,893.33
7	6145.109.0160	Belden 1036A 18-1T STR BC PVC O/A FOIL SHD PVC JKT 105C 300V BLK/WHT/RED UL PLTC OR ITC, 5000' Spool	$ 1,181.17
8	5680.069.6335	CHRCO FL09 #3-1/2 BOX, TRAFFIC SIGNAL LID, BOLTS, WASHER SET	$ 200.88
9	5680.069.6340	Cover, Pull Box, #7, Fiberlite, FL36T with Traffic Signal On It.	$ 303.31
10	5920.208.4310	Fuse, 10A, KTK-10, HCLR-10 Brush	$ 3.43
11	5920.238.1510	Fuse, Dual element, 1-1/2A, FNM-1-1/2, Fusetron	$ 2.55
12	5920.208.3030	Holder, Fuse, Waterproof, Inline, HEB-AA Bussmann, #051712-71820	$ 7.08
13	6210.476.3000	Townview LED TVPRS3S16G175730ASR7NSP1NNNBKS MOD	$ 757.89
14	5971.333.0001	Tape, Electrical, Black 3M 33+Super, 3/4" x 66'	$ 6.74
15	6145.896.1331	Wire, Electrical, CU, SOLID, THHN, #10, Black, 500 FT/RO	$ 292.71
16	6145.896.1336	Wire, Electrical, CU, SOLID, THHN, #10, Brown, 500 FT/RO	$ 292.71
17	6145.896.1335	Wire, Electrical, CU, SOLID, THHN, #10, Green, 500 FT/RO	$ 292.71
18	6145.896.1332	Wire, Electrical, CU, SOLID, THHN, #10, Red, 500 FT/RO	$ 292.71
19	6145.896.1334	Wire, Electrical, CU, SOLID, THHN, #10, White, 500 FT/RO	$ 292.71
20	6145.896.1315	Wire, Electrical, CU, Solid, THHN, #12, Black, 500 FT/RO	$ 187.08
21	6145.896.1320	Wire, Electrical, CU, Solid, THHN, #12, Green, 500 FT/RO	$ 187.08
22	6145.896.1330	Wire, Electrical, CU, Solid, THHN, #12, White, 500 FT/RO	$ 187.08
23	6145.896.1005	Wire, Electrical, CU, Stranded, THHN, #10 Black, 500 FT/RO	$ 371.58
24	6145.896.1007	Wire, Electrical, CU, Stranded, THHN, #10 Brown, 500 FT/RO	$ 371.58

Docusign Envelope ID: 8CE2B76B-035B-4441-9106-478CE98EBA13

25	6145.896.1020	Wire, Electrical, CU, Stranded, THHN, #10, Green, 500 FT/RO	$ 371.58
26	6145.896.1060	Wire, Electrical, CU, Stranded, THHN, #10, Red, 500 FT/RO	$ 371.58
27	6145.896.1080	Wire, Electrical, CU, Stranded, THHN, #10, White, 500 FT/RO	$ 371.58
28	6145.896.1205	Wire, Electrical, CU, Stranded, THHN, #12, Black, 500 FT/RO	$ 247.95
29	6145.896.1220	Wire, Electrical, CU, Stranded, THHN, #12, Green, 500 FT/RO	$ 247.95
30	6145.896.1260	Wire, Electrical, CU, Stranded, THHN, #12, Red, 500 FT/RO	$ 247.95
31	6145.896.1280	Wire, Electrical, CU, Stranded, THHN, #12, White, 500 FT/RO	$ 247.95
32	5931.511.1000	CAP, SHORTING, PHOTO-CELL, UV-RESISTANT, LINE VOLTAGE UP TO 480V, N.C., FISHER PIERCE #FPN1038-1	$ 6.42
33	5975.615.4000	MULTI-PORT BUS CONNECTOR, FOR 6 GAUGE TO 12 GAUGE WIRE, PART# T&B RAB-4-C	$ 22.75
34	6210.477.7015	LUMEC RPN30W10LED740G1R2MUNVDMGTLRD7SP1XBR	$ 158.00
35	6210.477.7020	LUMEC RPN60W20LED740G1R2MUNVDMGTLRD7SP1XBR	$ 185.00
36	6210.477.7025	LUMEC RPN30W10LED740G1R2MUNVDMGTLRD7SP1XGY3	$ 158.00
37	6210.477.8005	LUMEC RPM120W40LED740G1R2MUNVDMGTLRD7SP1XBR	$ 275.00
38	6240.070.0500	PHIL 42T8/HO/COR/96-840-MF54/G/R17D 10/1	$ 19.86
39	6135.530.0530	GARDCO SOF-S-LED30-740-T2-FD530-B256-BK (PHILIPS SOLAR FIXTURE)	$ 1,812.50
		SOLTECH STLSTC20T24SFBR (ALTERNATE SOLAR FIXTURE)	$ 856.25
40	9707.061.4005	SOLAR FIXTURE BRACKET; AES-CH-5SQ-BZ	$ 119.27
41	5975.203.6130	GREAV G31, 5/8 GRD. ROD CLAMP D/B & CONCRETE	$ 2.60
42	6145.030.0040	KLEIN VDV826705 MODULAR DATA PLUG (50 PK)	$ 89.33
43	6145.896.1295	WIRE CAT6SH-OUT, 23AWG, UV, SOLID, 4PAIR, F/UTP	$ 341.33
44	5975.001.0073	PENN S1/0, 1 0AWG SPLIT BOLTCONN, S-1/0 (C50) (M250)	$ 5.61
45	6240.070.0051	PHIL LLC7812/00 CITY TOUCH NODE GRAY	$ 315.00
46	6240.070.0052	PHIL LLC7811/00 CITY TOUCH NODE BLACK	$ 315.00
47	6240.072.0235	LUMEC RPN60W20LED740G1R2MUNVDMGTLRD7SP1XGY3	$ 185.00
48	6240.072.0250	LUMEC RPM120W40LED740G1R2MUNVDMGTLRD7SP1XGY2	$ 275.00
49	6145.105.0250	WIRE, IMSA19-1 #14-20C IMSA 19-1 SOLID 600V, TRAFFIC SIGNAL CABLE	$ 5,172.00

Docusign Envelope ID: 8CE2B76B-035B-4441-9106-478CE98EBA13

50	5975.226.2815	4X6.5-CR5.5-GL-RE-CC-2S 4″X6.5″ CURVED ROUNDED ENDS GALV. STEEL HAND HOLE COVER- 2 SCREW- 5.5″ DIA. POLE (ALLEN PAN HEAD)	$	21.86
51	5975.226.2816	3X5-SD.3125-GL-RC.5-CC 3″X5″ STAMPED RECTANGULAR GALV. STEEL HAND HOLE COVER- 5/16 FLANGE- 1/2″ CORNER RADIUS (HEX HEAD BOLT)	$	21.86
52	5975.226.2825	3X5.5-SD-GL-OV-CC 3″X5.5″ STAMPED OVAL GALV. STEEL HAND HOLE COVER CC (HEX HEAD BOLT, 2″ IN SCREW LENGTH)	$	21.86
53	5975.226.7000	5.125X7.125-HDTR-SD.5-GL-RC.625-CC 5.125″X7.125″ HEAVY DUTY TAMPER RESISTANT STAMPED RECTANGULAR GALV. STEEL HAND HOLE COVER-.5″ FLANGE- .625 CORNER RADIUS (ALLEN 5/32 HEX, 3″ SCREW LENGTH)	$	32.49
54	5975.226.7005	5.75X7.75-HDTR-SD.75-GL-OV-CC 5.75″X7.75″ HEAVY DUTY TAMPER RESISTANT STAMPLED OVAL GALV. STEEL HAND HOLE COVER-.75 FLANGE (ALLEN 5/32HEX, 3″ SCREW LENGTH)	$	32.49

Docusign Envelope ID: 8CE2B76B-035B-4441-9106-478CE98EBA13

Manufacturer	Catalog No. and Date	Percent off Price List
Philips/Signify	Signify.com	20%
Old Castle (Christy)	Oldcastleprecast.com	5%
Ripley	Reipleylightingcontrols.com	5%
Littlefuse	Littlefuse.com	30%
Dialight	Dialight.com	15%
Leviton	Leviton.com	30%
TNB/ABB	Tnb.abb.com	10%

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. N/A

Date:	August 15, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Dawn Lang, Deputy City Manager - CFO Kristi Smith, Financial Services Director
From:	Christina Pryor, Procurement & Supply Senior Manager
Subject:	Purchase of Office Supplies

Proposed Motion:

Move City Council approve the purchase of office supplies, from Staples Business Advantage, utilizing the Sourcewell Contract No. 012320-SCC, for the period of April 1, 2024, through March 31, 2025, in an amount not to exceed $181,000.

Background/Discussion:

For the last contract term, approximately $181,000 was spent City-wide to meet all departments' needs for office supplies. The most commonly purchased items include copy and printer paper, toner, notepads and clipboards, pens and markers, folders and dividers, and disinfecting wipes. Purchases are made by every department in the City and orders are placed on a daily basis. Employees place office supply orders online and receive next-day desktop delivery with free shipping for orders of $30 or more. In addition, office supply orders are placed solely using purchasing cards, which contributes to the City's Purchasing Card program rebate. The requested amount of $181,000 takes into account the total spend in the previous contract term.

Evaluation:

Sourcewell competitively solicited and awarded a contract to Staples Business Advantage for office supplies. The City has an agreement with Sourcewell that permits the cooperative use of Sourcewell's contracts.

In January 2020, staff conducted a review and analysis of three major cooperative

contracts for office supplies and found Staples Business Advantage submitted the most advantageous offer based on a price comparison of the City's top purchased items by spend and usage, as well as the vendors' ordering methods, delivery options, customer service, and return policies.

Staff conducted another price comparison in May 2024. Staple Business Advantage still offers the lowest prices on the City's top purchased items. Staff recommends continued cooperative use of this contract because of the competitive pricing and strong customer service it has received over the past year. The Sourcewell contract is valid through April 6, 2025.

Financial Implications:

Funds for office supplies come from various department office supply accounts (5310).

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
Office Supplies 5310	Varies	N/A	$181,000	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 25-012

Date: August 15, 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: Withdrawal Liquor License Series 6, Bar Liquor License application for Juanita Alicia Esparza, Agent, Sneaker Heads Sports Bar, LLC, DBA Sneaker Heads Sports Bar

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Proposed Motion:

Move to accept the withdrawal of the application for a Series 6, Bar Liquor License for Juanita Alicia Esparza, Agent, Sneaker Heads Sports Bar, LLC, DBA Sneaker Heads Sports Bar, located at 3002 N. Arizona Avenue, Suite #18.

Discussion:

The following application for a liquor license was posted for hearing on August 15, 2024:

Liquor License Series 6, Bar Liquor License for Juanita Alicia Esparza, Agent, Sneaker Heads Sports Bar LLC, DBA Sneaker Heads Sports Bar, located at 3002 N. Arizona Avenue Suite #18.

On July 9, 2024, the applicant submitted a Notice to Withdraw the above application for a Series 6, Bar Liquor License. A Series 6 requires a use permit through the Planning Division, which the applicant submitted to the City on July 18, 2024. Staff are currently working on the use permit submittal with the applicant.

Attachments

Withdrawal Form

APPLICATION WITHDRAWAL

DLLC USE ONLY

Job #: 300305

Date Accepted: 7/9/24

CSR: RG

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

License Number: 06070631

Agent / Individual Name: ESPARZA (Last) JUANITA (First) ALICIA (Middle)

Premises Name (Doing Business As-DBA): SNEAKER HEADS SPORTS BAR

Premises Address: 3002 NORTH ARIZONA AVENUE #18 CHANDLER ARIZONA 85225 (Street / City / State / Zip Code)

Mailing Address: 3002 NORTH ARIZONA AVENUE #18 CHANDLER ARIZONA 85225

REASON FOR WITHDRAWAL

DELAY IN THE PROCESSING OF CITY USED PERMITS

(USE BACK OF PAGE IF NECESSARY)

Declaration:

I, (Print Name) JUANITA ALICIA ESPARZA, declare under penalty of perjury that I am authorized by the licensee to submit this application. I have read the contents of this application, and to the best of my knowledge believe all statements made on this application to be true, correct and complete.

Signature

REVIEW	EMPLOYEE	DATE
Customer Service Representative		07/09/24
Investigations (Pending Applications)	Elissa D'Amato	16/07/24
Licensing Manager	Jennifer Benson	17/07/24
Liquor Board (Hearing files only)		

DISPOSITIONS

- ☐ Letter Attached
- ☐ Revoked-Order#
- ☐ Reverted-Order#
- ☐ Intent to Halt
- ☐ Application Denied
- ☐ Application Withdrawn

#

Individuals requiring ADA accommodations please call 602.542.2999

ITEM 20

City Council Memorandum Management Services Memo No. 25-011

Date: August 15, 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: Liquor License Series 12, Restaurant Liquor License application for Andrea Dahlman Lewkowitz, Agent, Macayo Restaurant Group, LLC, DBA Macayo's Mexican Food

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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. 286611, a Series 12, Restaurant Liquor License, for Andrea Dahlman Lewkowitz, Agent, Macayo Restaurant Group, LLC, DBA Macayo's Mexican Food, located at 2885 S. Alma School Road, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 307727.

Discussion:

This application for a liquor license was posted for hearing on August 15, 2024.

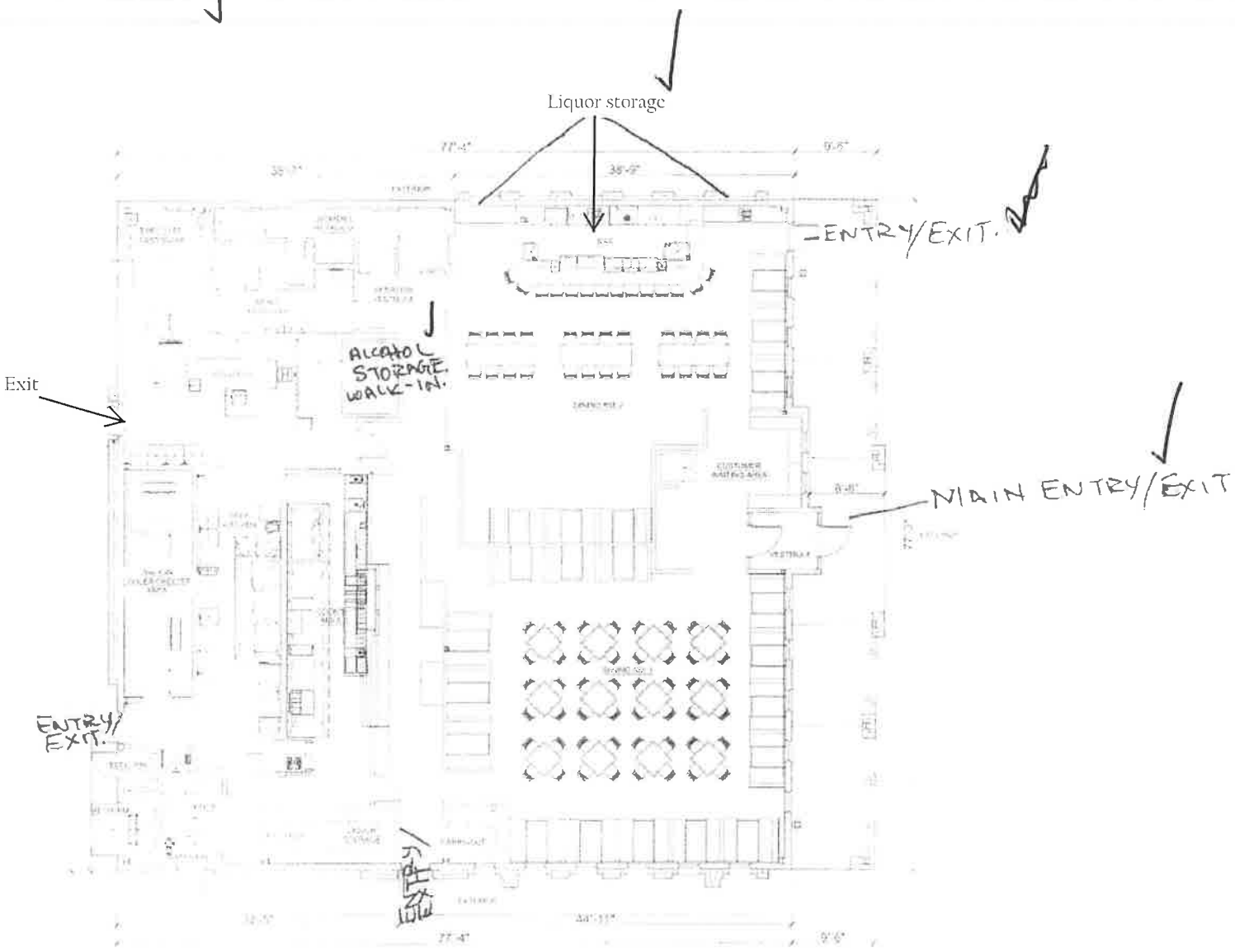
The Police Department reports no objections to the issuance of this license, and no written protests pursuant to A.R.S. 4-201(B) have been received. With a Series 12, Restaurant Liquor License, the business may sell all liquors for on-premise consumption only, with a minimum of 40% of the gross receipts from the sale of food.

Attachments

A-Floor Plan

'24 MAR 22 Liq. Lic. AM 9:59

MACAYO'S MEXICAN FOOD
2885 S. Alma School Road
Chandler, AZ 85226
6,055 SF



ITEM 21

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 25-009

Date: August 15, 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: Liquor License Series 10, Beer and Wine Store Liquor License application for Jeffrey Craig Miller, Agent, Ora Investments, LLC, DBA A Amigos Food Mart

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 298961, a Series 10, Beer and Wine Store Liquor License, for Jeffrey Craig Miller, Agent, Ora Investments, LLC, DBA A Amigos Food Mart, located at 500 E. Chandler Boulevard, Suite 2, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 307716.

Discussion:

This application for a liquor license was posted for hearing on August 15, 2024.

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 10, Beer and Wine Store Liquor License, the business may sell beer and wine only for off-premise consumption.

Attachments

A-Floor Plan

'24 6 13 Liq. Dept AM 8:07

CHANDLER arizona
Community of Innovation

City Council Memorandum **Police Memo No.** 24-59

Date: August 15, 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: Resolution No. 5829 approving a grant application and authorizing the acceptance of an Indian gaming revenue sharing grant from the Gila River Indian Community for police communications equipment

---

Proposed Motion:

Move City Council pass and adopt Resolution No. 5829 approving a grant application and authorizing the acceptance of an Indian gaming revenue sharing grant from the Gila River Indian Community, for police communications equipment.

Background/Discussion:

In 2002, a coalition of Arizona Indian tribes successfully obtained the passage of Proposition 202, authorizing the State to enter into gaming compacts with individual tribes. These compacts allowed expanded tribal use of games and gaming devices, as well as pari-mutuel wagering. In return, tribes agreed to share a portion of their gaming revenues with the State and its counties, cities, and towns. The law mandates that 12 percent of tribal contributions, pursuant to these compacts, be allocated to cities, towns, and counties for government services benefiting the general public, including public safety, mitigation of gaming impacts, and promotion of commerce and economic development. Tribes have some discretion over how these contributions are made, and each tribe has different application procedures to obtain funding.

The Chandler Police Department is seeking support from the Gila River Indian Community in the amount of $93,202.55 to fund the acquisition of a FirstNet Compact Rapid Deployable (CRD). The CRD provides cell and internet connectivity

for public safety use during large community events, as a backup for the 9-1-1 emergency communications center during facility or carrier outages, and for law enforcement operations in remote areas. The CRD is portable and can be set up in under 15 minutes, providing cellular coverage for up to two miles and supporting up to 600 devices, with Wi-Fi coverage extending up to 500 feet.

The Gila River Indian Community Office of Special Funding has accepted the application submitted by the Chandler Police Department and has recommended approval to the Gila River Indian Community Grant Review Board. The Grant Review Board has requested a resolution from the City of Chandler affirming the City's intent to use the awarded funds as described in the grant application. Upon approval and adoption of Resolution No. 5829 by the City Council, the Gila River Indian Community Grant Review Board will enter the final approval and award disbursement phase.

Financial Implications:

There are no City matching funds or other financial obligations associated with this request.

Attachments

Resolution No 5829

Chandler PD GRIC Application

RESOLUTION NO. 5829

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE GRANT APPLICATION FOR AND THE ACCEPTANCE OF AN INDIAN GAMING REVENUE SHARING GRANT FROM THE GILA RIVER INDIAN COMMUNITY ON BEHALF OF THE CHANDLER POLICE DEPARTMENT IN THE AMOUNT OF $93,203.

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, the Chandler Police Department (the "Department") submitted an application for an Indian gaming revenue sharing grant to the Gila River Indian Community and in return received written confirmation of award approval in the amount of $93,203; and

WHEREAS, the Department has requested that the City authorize the application and acceptance of such Indian gaming revenue sharing grant funding from the Gila River Indian Gaming Community in the amount of $93,203 for the purpose of supporting the Department's communication project and the purchase of the Compact Rapid Deployable (CDR), which provides cell and internet connectivity for public safety use during large community events, as a backup for the 9-1-1 emergency communications center during facility or carrier outages, as more fully described in the application materials prepared by the Department, which are incorporated herein 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 the grant application for and the acceptance of an Indian gaming revenue sharing grant from the Gila River Indian Community on behalf of the Chandler Police Department in the amount of $93,203 for the purpose set forth in this Resolution.

Section 2. Authorizing the City Manager, or his designee, to sign all related documents on behalf of the City of Chandler and perform all acts necessary to give effect to this Resolution.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____day of August, 2024.

ATTEST:

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5829 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____day of August, 2024, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY EPW

Gila River Indian Community Grant Application
Grant Cycle 2024

Cover Sheet

Click field or use up/down arrow keys to move among fields

Municipality Information		
1. Date of Application: 2/15/2024		
2. Name of City, Town or County: City of Chandler		
3. Mayor (City or Town) or Board of Supervisor's Chairman (County): Mayor Kevin Hartke		
4. Mailing Address: Mail Stop 303M, PO Box 4008		
5. City: Chandler	**State:** Arizona	**Zip Code:** 85244-4008
6. Acknowledgement of Submission by Authorized Municipality Representative: **Typed Name/Title:** Dawn Lang, Deputy City Manager|CFO **Email Address:** Dawn.Lange@chandleraz.gov	**Signature:** Dawn Lang	
Applicant Information		
7. Department/Organization Name: City of Chandler Police Department		
8. Select Organization Type: Municipality	**If Non-profit please attach IRS Determination Letter**	
9. Application Contact Person: Melanie R Smith **Title:** Management Analyst Senior		
10. Phone Number: (480)782-4085		
11. Mailing Address: Mail Stop 303M, PO Box 4008		
12. City: Chandler	**State:** Arizona	**Zip Code:** 85244-4008
13. Email Address: Melanie.Smith@chandleraz.gov	**Website Address:** https://chandlerazpd.gov	
Project Information		
14. Project Name: FirstNet Compact Rapid Deployable (CRD)		
15. Purpose of Grant: The FirstNet compact deployable is a portable device that can be set up in less than 15 minutes. It provides dedicated public safety access to WiFi, cell coverage, and satellite access. This device is portable and can be used at events to supplement public safety communications, provide backup to the 9-1-1 Center during outages, and provide connectivity for remote law enforcement operations. The device provides cell coverage for up to 2 miles or 600 devices, and WiFi coverage up to 500 feet.		

16. Priority Funding Area	Public Safety
17. Annual amount requested	$93,202.55
18. Number of years that funding is requested	1
19. Total amount requested (annual amount x number of years)	$93,202.55
20. Has your organization received past funding from GRIC? If yes, list each year and amount	The Chandler Police Department received $78,090.00 in 2023, $73,897 in 2022, $108,840 in 2021, $194,260 in 2019 and $116,400 in 2006.

For Office Use Only:		
Data Entry	Receipt	Evaluation
☐ Approval – Amount/Term		☐ Denial

21. Geographic area served	City of Chandler

Narrative

Please structure your proposal to provide the following information in the order indicated. Provide the narrative in paragraph form in the text field provided. Please be thorough but strive for brevity.

1. Briefly describe your organization's history, mission and goals.

The City of Chandler, incorporated on February 17, 1920, is located in the southeastern portion of Maricopa County, and encompasses approximately 65 square miles. Chandler has been an innovative community shaped by entrepreneurs and hometown traditions since being founded by Dr. A.J. Chandler as one of Arizona's first master-planned communities in 1912. A legacy of Chandler families and business enterprises has established a foundation for our community to build upon. Their commitment to the pursuit of opportunity and advancement of the community combined with decades of thoughtful, consistent planning and investments have transformed Chandler into the Community of Innovation we know today.

Chandler is the fourth largest city in Arizona and is one of several major cities comprising the greater Phoenix metropolitan area, which is the economic, political, and population center of the State of Arizona. Chandler's population has experienced remarkable growth over the past 25 years. The city's manufacturing sector and information technology industry has been a major driver of economic growth and attraction to Chandler. The city has stabilized its financial position by utilizing a mix of diversified revenue sources. Managing costs of services during a time of inflation and higher cost of personnel in the market is critical. Grants provide the city the opportunity to increase our reach and expand our services to our community.

The City of Chandler's continued goal is to provide the highest quality services to the community in the most cost-effective manner. These services include Public Safety: Police and Fire; Community Services: Park and Recreation and Libraries; Cultural Development: Center for the Arts and Museum; Public Works: Streets and Traffic; Utilities: Water, Wastewater, Reclaimed Water and Solid Waste; Neighborhood Resources; Development Services; Airport; Tax and Licensing and numerous internal services.

Our Mission is that we are committed to serve Chandler's citizens through teamwork, understanding and dedication in a professional and responsive manner. Our Vision, to make Chandler a world-class city by delivering outstanding public services, creating a unique community. Chandler's quality of life is consistently recognized nationally among the safest and most prosperous communities.

The Chandler Police Department, also established in 1912, is a highly successful, community service-oriented, proactive agency, represented by 520 dedicated sworn and civilian staff. The mission of the organization is to provide a safe community where people can live, work, and thrive. We are committed to being a leader in law enforcement and will pursue and engage the best trained, equipped, and

committed professionals who demonstrate the highest performance standards and best policing practices in partnership with the community.

2. To determine eligibility for this grant, if the applying organization is non-municipal or non-profit, please describe your relationship with the supporting municipality, how this project will benefit the municipality, and the municipality's role in this project, if applicable. If the applying organization is a municipality or a municipal sub-division please enter the text "Not applicable" and go to item 3.

Not applicable

3. Describe the proposed project, objectives, and your plan to implement.

The FirstNet Compact Rapid Deployable (CRD) provides cell and internet connectivity for public safety use during large community events, as a backup for the 9-1-1 emergency communications center during facility or carrier outages, and for law enforcement operations use in remote areas. The CRD is portable and can be set up in under 15 minutes. It provides cell coverage for up to 2 miles or 600 devices, and WiFi coverage up to 500 feet.

4. Describe how the proposed project satisfies one or more of the priority funding areas identified by the Gila River Indian Community.

Chandler public safety personnel will be able to leverage this connectivity for communication to other public safety personnel, and remain operational during times there are not currently other alternatives. CRD will provide cell and internet connectivity for public safety on a private server.

5. Identify the needs/problems to be addressed, target population and number of people to be served by the project.

Connectivity can be lost in various ways – carrier outages, building power outages, fiber cuts, cyberattacks, etc – or may not exist in remote areas. Connectivity can also be slow for public safety during large community events, planned or unplanned. Chandler public safety personnel will be able to leverage this connectivity for communication to other public safety personnel, and remain operational during times there are not currently other alternatives. The Chandler community is served when public safety maintains

continuity in the 9-1-1 emergency communications center and/or when public safety personnel are able to maintain operational continuity in the field.

6. Define the project as a new or continuing program. Has GRIC previously funded this project?

The FirstNet CRD is a new program. It has not previously been funded by GRIC.

7. Provide a brief timeline including start and finish dates. Indicate if the timeline is flexible.

The timeline is flexible as this is a backup to existing primary communications resources. The project timeline would include collaborating with FirstNet to determine business needs and specifications. FirstNet would then order the CRD for delivery.

8. Identify other organizations, partners or funders participating in the project and their roles.

The First Responder Network Authority (FirstNet) is the federal partner that provides the CRD. The mission of FirstNet is to support first responders by providing a mission critical communications network and supporting equipment.

9. Would you be able to implement the proposed plan if your organization received partial funding for this project?

There is no funding currently available for this device or program.

10. Describe your plan for project financial sustainability beyond the grant period. If this is a program/project previously funded by the Gila River Indian Community describe efforts made towards the previously described sustainability plan.

The device cost is a one-time purchase. Ongoing costs, such as the router, satellite data plan, and annual service & support plan may be supplemented as needed. If there are an supplemental costs required the department will incur those costs to support the program.

11. Describe your plan to document progress and results.

Documentation will include testing and usage during operations, events, outages, and any other use case as it arises.

12. Indicate any application to and/or awards made by a tribe other than the Gila River Indian Community for state shared revenues for this and any other project for the past five (5) years. If this information is included in a separate attachment, please indicate that here.

The Chandler Police Department has not applied to or received any awards from any other tribe.

Project Budget

Budget Period: September 2024 – October 2025

For each budget item listed here please provide a narrative description on the following Project Budget Detail page.

Proposed Budget Expense (list each budget item)	Amount requested from GRIC	Amount requested or secured from other sources	In Kind contributions	Total Budget
1. CRD for Firstnet	$77,995.00	$0	$0	$77,995
2. CRD on-site training	$4,499.99	$0	$0	$ 4,499.99
3. CRD Maintenance & Support	$3,999.99	$0	$0	$3,999.99
4. Tax	$6,707.57	$0	$0	$6,707.57
5. Click here to enter text.	$0	$0	$0	$0
6. Click here to enter text.	$0	$0	$0	$0
7. Click here to enter text.	$0	$0	$0	$0
8. Click here to enter text.	$0	$0	$0	$0
9. Click here to enter text.	$0	$0	$0	$0
10. Click here to enter text.	$0	$0	$0	$0
11. Click here to enter text.	$0	$0	$0	$0
12. Click here to enter text.	$0	$0	$0	$0
13. Click here to enter text.	$0	$0	$0	$0
14. Click here to enter text.	$0	$0	$0	$0
15. Click here to enter text.	$0	$0	$0	$0
Total Budget	$93,202.55	$0	$0	$93,202.55

Project Budget Detail

Please provide a narrative description for each of the project budget items listed on the previous page. Include the dollar figure and how it was derived.

1. $77,995.00 For the purchase of FirstNet Compact Rapid Deployable is a portable device that can be set up in less than 15 minutes. It provides dedicated public safety access to WiFi, cell coverage, and satellite access.

2. $4,499.99 for on-site training

3. $3,999.99 for mmaintenance and support

4. $6,707.57 for tax on this purchase

5. Click here to enter text.

6. Click here to enter text.

7. Click here to enter text.

8. Click here to enter text.

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14. Click here to enter text.

15. Click here to enter text.

Other explanation: Click here to enter text.

To ensure a complete application and proper submission please refer to the Grant Application Instructions.

FIRSTNET. Built with AT&T

RESCUE 42

QUOTE

Created Date	2/23/2024	Quote Name	Q-100979-505
Expiration Date	3/25/2024	Account Number	100979

Customer Information

Company Name	Chandler/NRTCCA	Ship To	250 E Chicago St. Chandler, AZ 85225
		Lift-Gate Delivery Required?	YES

FirstNet Information

Sales Rep	Brittney Fuller	Account FAN	TBD

Product Code	Product	Sales Price	Quantity	Total Price
PR-MSP	CRD Maintenance & Support	$3,999.99	1.00	$3,999.99
PR-TRAIN	CRD On-site Training	$4,499.99	1.00	$4,499.99
PR-SAT-FN	CRD™ for FirstNet®	$77,995.00	1.00	$77,995.00

For questions, contact the Rescue 42 CRD™ Sales Team:
888-427-3728 or Deployables@Rescue42.com.

Subtotal	$86,494.98
Tax	$6,707.57
Grand Total	$93,202.55

Additional Notes:

By purchasing a Maintenance and Support plan, you agree to the Terms and Conditions of the agreement. See attached Terms and Conditions.

Purchase Orders MUST be addressed to AT&T and submitted via email to BOTH your AT&T FirstNet Consultant and Deployables@Rescue42.com. All prices quoted in U.S. Dollars. This quotation is valid for 30 days. All sales are final. Charges for equipment and any optional training and support add-ons will appear on AT&T bill and payment must be made to AT&T. Once order is placed, you cannot cancel your order or return the product for a refund. Additional shipping charges apply when shipped outside of the contiguous United States and must be quoted separately. Contact Rescue 42 for the freight quote, which is valid for 30 days. CRDs, miniCRDs and SLCs that ship without data plans will be ready to activate upon delivery. All applicable, local sales tax to be added on final bill from AT&T. FirstNet and FirstNet logo are trademarks of the First Responder Network Authority. CRD, miniCRD, and SLC+ are trademarks of Rescue 42, Inc.



CRD™ for FirstNet® Product Overview

A Compact Rapid Deployable for FirstNet Cellular & Internet Connectivity WHEN and WHERE it's needed.

CHANDLER arizona
Community of Innovation

City Council Memorandum **Police Memo No. N/A**

Date:	August 15, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Tadd Wille, Assistant City Manager Bryan Chapman, Police Chief
From:	Julie Buelt, Police Planning and Research Manager
Subject:	Agreement No. 4820, Police Department On-Site Clinician Services

Proposed Motion:

Move City Council approve Agreement No. 4820, with Crisis Preparation and Recovery, Inc., for on-site clinician services for the police department, in an amount not to exceed $150,000, for a period of one year.

Background/Discussion:

The Chandler Police Department received one-time funding as part of the FY 2024-25 budget process to pilot an embedded clinician using contract services. This program will continue to promote mental health, remove barriers to being able to seek help, and decrease the stigma surrounding seeking professional help. An embedded clinician will improve accessibility and reduce the wait time for an employee to receive professional services.

Other services that can be provided include mental health check-ins as outlined in the police department's General Orders and facilitation of critical incident debriefs.

Evaluation:

Staff recommends direct selection of Crisis Preparation and Recovery, Inc. (CPR), for on-site clinician services because they provide specialized services tailored to law enforcement needs, which are not offered by other companies. CPR is an Arizona state-licensed, Title XIX certified behavioral health outpatient, medication, and crisis services company with a strong background in public safety. They offer a range of services including outpatient counseling, medication management,

crisis interventions, transitional care, serious mental illness (SMI) evaluations, critical incident stress management (CISM) training, and disaster/crisis management consulting.

Key Aspects of the Contract:

1. Description of Services: CPR will provide services for one year, including:
    - On-Site Clinician: On-site triage for employees and family members, academy teaching, family meetings, and educational groups. Specific on-site hours are yet to be determined.
    - Access to Care Public Safety Line: Up to 30-minute telephonic or televideo triage per person/episode to screen, assess, and provide resources.
    - Ongoing Counseling and Medication Management: Access within seven days, via telehealth or at CPR's outpatient clinics.
    - Annual Mental Health Wellness Checks: On-site or telehealth counseling sessions, outcome measures, and referrals as needed.
    - Post-Shoot or Post-Critical Incident Appointments: Assessments and support following critical incidents, with written recommendations and coordination of care.
    - On-Call Critical Incident Response: Immediate on-site or telephonic intervention upon request.
    - Critical Incident Stress Management: Support in selecting and training peer support team members, phone consultation, and coordination of CISM services.
    - Trainings: Customized workshops and ICISF courses.
2. Performance of Services: CPR will ensure routine counseling and medication management appointments within seven days and appropriate care for emergent concerns.

By selecting CPR, the Chandler Police Department ensures access to specialized mental health services that support the well-being of its personnel and their families, fostering a healthier and more resilient workforce.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2010.5219.0.0.0	General Fund	N/A	$150,000	N

Attachments

4820 CPD Clinician Services

Docusign Envelope ID: E7A80486-DA03-49FE-BF80-B6ADD104218E

Crisis Preparation + Recovery

SERVICE AGREEMENT

This agreement is made by and between the City of Chandler, Arizona, an Arizona municipal corporation for and on behalf of the Chandler Police Department (CPD) and Crisis Preparation and Recovery, Inc., of 1400 E Southern Ave, Suite 735, Tempe, AZ 85282. In this agreement, the party who is contracting to receive services shall be referred to as “Chandler” and the party who will be providing the services shall be referred to as "CPR".

CPR is an Arizona state licensed, Title XIX certified behavioral health outpatient, medication, and crisis services company that has been providing innovative, effective, and compassionate service since 1995. We are a unique, diverse company that is not only dedicated to helping individuals and organizations “survive,” but to “thrive.”

CPR offers a variety of services including outpatient counseling, medication management, crisis interventions, transitional care, SMI evaluations, CISM training, and disaster/crisis management consulting. We take most major insurance plans. CPR has a background and specialty with the Public Safety population in providing professional mental health counseling, crisis intervention and assessment, and Critical Incident Stress Management. CPR will provide services to Chandler employees and their family members based on these variety of services.

DESCRIPTION OF SERVICES. Beginning 7/1/2024, CPR will provide the following services (collectively, the "Services") for one year:

- On-Site Clinician
  - On-site at wellness office for triages of Chandler employees and/or family members
  - Academy Teaching
  - Family Meetings
  - Educational Groups

- Access to Care Public Safety Line services will include:
  - Up to a 30 minute per person/episode telephonic or televideo triage to screen, assess, and then provide supportive resources.

- Ongoing counseling and/or medication management services will include:
  - Access to care within 7 days, unless emergent or scheduling conflicts by the member.
  - Services via telehealth services or at one of CPR’s Outpatient Clinics.
  - Medication management by Psychiatric Nurse Practitioners.
  - Counseling by Masters’ level counselors or higher license levels (if an associate level counselor, clinical supervision will be provided by an AZBBHE certified clinical supervisor).
  - Evidence based treatment.

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  - Coordination of care.

- HB 2502 services
  - Services pursuant of ARS§38-672 & 38-673.
  - Billed directly to Chandler.
  - CPR clinicians will determine if visits meet the legislative criteria and coordinate with Chandler for approval. When they do not, CPR will bill through the EAP or health plan.

- Annual Mental Health Wellness Checks by licensed Masters' level counselors or higher will include:
  - On-site counseling session at Chandler or at one of CPR's Outpatient Clinics. (Telehealth video option available)
  - Outcome measures completed by the client.
  - 60-90 minute counseling session.
  - Referrals, if necessary, for the appropriate type of services.
  - Frequency is based on Chandler's policy.

- Post-Shoot or Post Critical Incident Appointment by a psychologist will include:
  - An appointment to support and assess the wellness of a police officer after being involved in an OIS (Officer Involved Shooting) or other critical incident.
  - Chandler's protocol regarding these appointments will be followed.
  - Either an on-site appointment at one of CPR's Outpatient Clinics or via telehealth video.
  - Outcome measures completed by the client.
  - 60-90 minute assessment.
  - A written letter presented to both client and to Chandler, identifying any necessary next steps and recommended work status.
  - Coordination and scheduling of any additional assessments or ongoing care.

- Post-Critical Incident Appointment by a Master's level clinician will include:
  - An appointment to support and assess the wellness of an employee after being involved in a critical incident.
  - Chandler's protocol regarding these appointments will be followed.
  - Either an on-site appointment at one of CPR's Outpatient Clinics via telehealth video.
    Outcome measures completed by the client.
  - 60-90 minute assessment.
  - A written letter presented to both client and to Chandler, identifying any necessary next steps and recommended work status.
  - Coordination and scheduling of any additional assessments or ongoing care.

Docusign Envelope ID: E7A80486-DA03-49FE-BF80-B6ADD104218E

- On-Call Critical Incident Response and Telephonic On-Call
    - Members of Chandler's Wellness Team request CPR to initiate an immediate on-site or telephonic intervention.

- Critical Incident Stress Management services will include:
    - Support in selecting and training new peer support team members.
    - Phone consultation.
    - Coordination of on site CISM services. The response time depends on the severity of the situation.

- Trainings
    - Customized Workshops
    - ICISF Courses

PERFORMANCE OF SERVICES. CPR will ensure access to care for routine counseling and medication management appointments within 7 days. For more emergent concerns we will ensure access to the appropriate level of care and provide coordination. CPR will be available for consultation for routine or emergent concerns.

PAYMENT. Chandler will pay a fee to CPR for the below services as they are utilized. Services will be invoiced monthly to Chandler and all payments are expected within 15 days of date of invoice.

1. Ongoing Counseling and/or Medication Management Services (Excluding HB2502)
    a. All services will be billed to the EAP or health plan.
    b. Employees/Family members will be responsible for any copays or deductibles at time of service.

2. HB 2502 Sessions
    a. $230.74 per session (this is billed directly to Chandler per statute)

3. On-Site Availability
    a. Psychologist - $144 per hour.
    b. Master's Level Clinician - $90 per hour.
    c. BHT/Support Staff - $60 per hour.

4. Annual Mental Health Wellness Checks
    a. Psychologist - $225 per appointment.
    b. Master's Level Clinician - $175 per appointment.

Docusign Envelope ID: E7A80486-DA03-49FE-BF80-B6ADD104218E

5. Post-Shoot or Post-Critical Incident Appointment by a Psychologist
    a. Initial Appointment - $275 per appointment.
    b. Follow-up Appointment - $175 per appointment.

6. Post-Critical Incident Appointment by a Master's Level Clinician
    b. Initial Appointment - $225 per appointment.
    c. Follow-Up Appointment - $150 per appointment.

7. On-Call Critical Incident Response and Telephonic On-Call
    a. Psychologist
        i. Business Hours (Monday through Friday; 0800-1700) - $144 per hour
        ii. After Hours (Weekends, Holidays, and non business hours) - $180 per hour
    b. Master's Level Clinician
        i. Business Hours (Monday through Friday; 0800-1700) - $90 per hour
        ii. After Hours (Weekends, Holidays, and non business hours) - $115 per hour
    c. BHT/Support Staff
        i. Business Hours (Monday through Friday; 0800-1700) - $15 per 15 minutes
        ii. After Hours (Weekends, Holidays, and non business hours) - $20 per 15 minutes

8. Critical Incident Stress Management
    a. Phone consultation - No Fee
    b. Support in selecting and training new peer members - No Fee
    c. Scheduled CISM Interventions
        i. On-Site - $180 per hour
        ii. Travel - $80 per hour
    d. CISM Trainings
        i. 2 Day Workshop - $4000
        ii. 3 Day Workshop - $6000
        iii. Additional $35 per person for materials.

9. Trainings (Customized Workshops)
    a. $800 half day
    b. $1500 full day

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Chandler will be billed monthly for services rendered; payable 15 days upon receipt of invoice. CPR will be allowed to bill the member's insurance company for services rendered and retain any and all payments.

TERM/TERMINATION. This Agreement is for one year from the start date listed in the Description of Services and will be subject for renewal each year in one-year increments with a 5% increase to all listed rates with exception to "2. HB 2502/2717 services" which will remain at the same rate. Either party may provide 60 days written notice to the other party to terminate or amend this Agreement at any time.

RELATIONSHIP OF PARTIES. It is understood by the parties that CPR is an independent contractor with respect to Chandler, and not an employee of Chandler. Chandler will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of CPR.

It is further agreed that nothing herein shall be construed to impair the right of Chandler to retain another individual or entity to provide services similar or identical to the services which CPR shall provide pursuant to the terms of this Agreement.

EMPLOYEES. CPR's employees, who perform services for Chandler under this Agreement shall also be bound by the provisions of this Agreement, possess a Master's level degree or higher in the Behavioral Health Discipline, and comply at all times with Chandler policies and procedures. Chandler reserves the right in its sole discretion to require removal of any of CPR's employees who violate any policy, procedure, or rule or otherwise pose a threat to the health or safety of any Chandler member and/or family member.

INJURIES. CPR acknowledges CPR's obligation to obtain appropriate insurance coverage for the benefit of CPR (and CPR's employees, if any). CPR waives any rights to recovery from Chandler for any injuries that CPR (and/or CPR's employees) may sustain while performing services under this Agreement and that are a result of the negligence of CPR or CPR's employees.

INDEMNIFICATION. CPR agrees to indemnify and hold Chandler harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Chandler that result from the acts or omissions of CPR, CPR's employees, and CPR's agents. CPR will maintain a general and professional liability insurance in an amount one million dollars per occurrence and three million aggregate.

ASSIGNMENT. CPR's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of Chandler.

Docusign Envelope ID: E7A80486-DA03-49FE-BF80-B6ADD104218E

CONFIDENTIALITY. CPR recognizes that Chandler has and will have the following information: patient information and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Chandler and need to be protected from improper disclosure. In consideration for the disclosure of the Information, CPR agrees that CPR will not at any time or in any manner, either directly or indirectly, use any Information for CPR's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of Chandler. CPR will protect the Information and treat it as strictly confidential.

A violation of this paragraph shall be a material violation of this Agreement. CPR shall not disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Chandler in writing, any patient or medical record information regarding Chandler members, and CPR shall comply with all federal and state laws and regulations, and all by-laws, rules regulations, and policies of Chandler and Chandler's staff regarding the confidentiality of such information. CPR acknowledges that, in receiving or otherwise dealing with any record or information for Chandler about Chandler members receiving treatment for alcohol or drug abuse, CPR, is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2 as amended from time to time).

UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that CPR has disclosed (or has threatened to disclose) Information in violation of this Agreement, Chandler shall be entitled to an injunction to restrain CPR from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. Kairos shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

ACKNOWLEDGEMENT OF OBLIGATIONS UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (U.S.C. § 1320(d) ("HIPAA"). The parties acknowledge that federal regulations relating to the confidentiality of individually identifiable health information require covered entities to comply with the privacy standards adopted by the U.S. Department of Health and Humans Services as they may be amended from time to time (codified at 45 C.F.R Parts 160 and 164) ("Privacy Standards"). The Privacy Standards require Chandler to ensure that business associates who receive confidential information in the course of providing services on behalf of Chandler comply with certain obligations regarding the confidentiality of health information. The parties agree to comply with the terms of the Business Associate Agreement, attached hereto as Exhibit A, and incorporated herein by reference.

CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

Docusign Envelope ID: E7A80486-DA03-49FE-BF80-B6ADD104218E

NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Chandler Police Department:

_____
250 East Chicago Street
Chandler, AZ 85225

IF for Crisis Preparation and Recovery, Inc. :
Amy Paul, PsyD
Chief Clinical Officer
1400 E Southern Ave, #735
Tempe, AZ 85282

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

MEDICARE ACCESS TO RECORDS. If the value or cost of services rendered to Chandler pursuant to this Agreement is $10,000 or more over a 12-month period then, until the expiration of four years after furnishing of services hereunder, CPR shall, upon written request, make available to the Secretary of the Department of Health and Human Services (the "Secretary"), the Secretary's duly-authorized representative, the Comptroller General or the Comptroller General's duly-authorized representative, such books, documents and records as may be necessary to certify the nature and extent of the cost of such services. If any services are performed by way of subcontract with another organization and the value or cost of such subcontracted services is $10,000 or more over a 12-month period, such subcontract shall contain and CPR shall enforce a clause to the same effect as immediately above.

CONTRACTED SERVICES. Chandler and CPR agree that, in accordance with 42 CFR§482.12(e) "Contracted Services" as applicable, CPR must furnish services that permit Chandler to comply with all applicable Medicare Conditions of Participation and Standards for contracted services for which Kairos is responsible.

Also, the parties agree that, in accordance with R9-10-211(B) of the Arizona Administrative Code, CPR must meet the same standards for quality that Chandler would have to meet if services were provided by Chandler.

Docusign Envelope ID: E7A80486-DA03-49FE-BF80-B6ADD104218E

It is further agreed that individuals providing services by or on behalf or CPR pursuant to this Agreement shall be subject to all applicable provisions of Chandler's Quality Management Program, and that CPR shall regularly apprise Chandler's wellness team in writing of CPR's recommendations, plans for implementations, and continuing assessment pertaining to such services which shall be reviewed by Chandler for appropriate action and evaluation of CPR's performance.

INSURANCE. CPR shall maintain in effect, at all times during the term of this Agreement, insurance adequate to protect Chandler (and their respective employees, members and equipment funded under this Agreement) against such losses as set forth below. CPR shall provide Kairos with a current Certificate of Insurance or a certified copy of the insurance policy naming Kairos as additional insured with an additional insured endorsement.

All such insurance policies shall contain the following endorsements: (1) that a certificate of insurance be provided to Chandler when insurance coverage is effected; (2) written notice be given to Chandler at least thirty (30) days prior to termination, cancellation, or reduction in coverage in any policy; and (3) Chandler is to be included as an additional named insured.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Arizona.

Docusign Envelope ID: E7A80486-DA03-49FE-BF80-B6ADD104218E

Crisis Preparation + Recovery

ACCEPTANCE:

Party receiving services:

City of Chandler, Arizona
An Arizona Municipal Corporation
250 East Chicago Street
Chandler, AZ 85225

By:_____

Its: Mayor

Date: _____

Party providing services:

Crisis Preparation and Recovery, Inc.
1400 E Southern Ave, #735
Tempe, AZ 85282

By: _____
Amy Paul, PsyD

Its: Chief Clinical Officer

Date: July 26, 2024

Approved As to Form:
Ean White
_____
City Attorney

Attest:

_____
City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum Police Memo No. N/A

Date: August 15, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Bryan Chapman, Police Chief

From: Chris Perez, Police Commander
Subject: Maricopa County Detention Services for Fiscal Year (FY) 2024-2025

Proposed Motion:

Move City Council approve the use of Maricopa County detention services, for the booking and housing of inmates, in an aggregate amount not to exceed $1,477,573, for the period of one year, July 1, 2024, through June 30, 2025.

Background/Discussion:

The Maricopa County Sheriff's Office (MCSO) is responsible for the housing and booking of inmates both pre- and post-initial appearance (IA), as well as post-conviction, in accordance with A.R.S. 11-441. This statute governs the housing of inmates by law enforcement jurisdictions within each county. The City of Chandler has utilized Maricopa Detention services since prior to 2008, and remits monthly payments to MCSO for the actual costs associated with detention services, including inmate housing and prisoner care.

During FY 2023-24, MCSO booked 893 prisoners and housed 581 prisoners arrested by the Chandler Police Department, representing an increase from 865 and 549, respectively, in FY 2022-23.

Evaluation:

Maricopa County provides detention services, including booking and housing for individuals detained by the Chandler Police Department for more than 24 hours or that cannot be held at the Gilbert-Chandler Unified Holding Facility (GCUHF) due to medical, behavioral, or jurisdictional reasons. Staff recommends the use of Maricopa County detention services for the booking and housing of inmates for one year, July 1, 2024, through June 30, 2025.

Financial Implications:

For fiscal year 2025, the booking fee increased from $608.12 to $642.83 and the housing fee (per day) increased from $127.13 to $137.73. This is an annualized cost that has increased from $1,142,473 in FY 2023-24 to $1,477,573 for FY 2024-25. The Police Department's current appropriation for this expenditure is sufficient to cover these increased costs.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2071.5240.0.0	General Fund	N/A	$1,477,573.00	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Police Memo No. N/A

Date:	August 15, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Tadd Wille, Assistant City Manager Bryan Chapman, Police Chief
From:	Donny Witt, Police Technology Senior Manager
Subject:	Purchase of Mobile Communication Services

Proposed Motion:

Move City Council approve the purchase of mobile communication services for Fiscal Year 2024-2025, from AT&T FirstNet, utilizing the State of Arizona Contract No. CTR052804, in an amount not to exceed $130,000.

Background/Discussion:

FirstNet, powered by AT&T, is a dedicated communications platform designed specifically for first responders. This network provides priority and preemption services, ensuring police officers have reliable and uninterrupted communication during emergencies, large-scale events, and disasters. Adopting AT&T FirstNet and its mobile solutions provides police departments with a reliable, secure, and technologically advanced communication platform. This network offers superior reliability, especially during emergencies when commercial networks can become congested. Uninterrupted communication is critical for coordinating responses, ensuring officer safety, and providing timely assistance to the community. The enhanced capabilities and support offered by FirstNet significantly improve the efficiency and effectiveness of law enforcement operations, ensuring better service and protection for the community.

The Police Department first purchased FirstNet in August 2021. Approval of this item will continue the procurement of wireless data services from AT&T to maintain this functionality in Police Department vehicles and department-issued devices. The total purchase amount of $130,000 reflects a $10,000 increase over

last year’s contract.

Evaluation:

The State of Arizona competitively solicited and awarded a contract for carrier and broadband services. The City of Chandler has a current agreement with the State allowing for competitive use of the State’s contracts. The term of the State’s contract is valid through August 11, 2025.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2065.5511.0.0.0	General Fund	N/A	$130,000.00	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Police Memo No. N/A

Date:	August 15, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Tadd Wille, Assistant City Manager Bryan Chapman, Police Chief
From:	Travis Feyen, Police Commander
Subject:	Purchase of Training Simulator

Proposed Motion:

Move City Council approve the purchase of a RECON 180 training simulator, from Ti Training, in an amount not to exceed $94,300.

Background/Discussion:

The Police Department requests approval to purchase the Ti RECON 180 three-screen LED simulator to enhance decision-making scenarios. This new system will complement the existing Ti RECON system in the shoot house, located at the Chandler Public Safety Training Center, and includes over 950 scenarios tailored to various training objectives. Sworn officers, detention officers, and community outreach programs - such as youth and citizen academies - will benefit from this upgrade.

Evaluation:

The Police Department uses simulation-based systems to train and evaluate officers' decision-making processes, especially regarding de-escalation and the application of force, meeting annual AZPOST decision-shoot certification requirements.

The department proposes transitioning from VirTra to Ti RECON for training simulations, anticipating better service, lower maintenance costs, and reduced downtime from the new vendor. Ti Training is the sole distributor of the RECON Training system. The RECON 180 three-screen LED system is a direct upgrade to

the existing system used in the department's shoot house, which has been in place for the past 10 years for close-quarters combat (CQC) and other tactical operations training. For standardization and compatibility with existing equipment and accessories, it is recommended to purchase the RECON 180 system from Ti Training.

Financial Implications:

The Ti RECON 180 three-screen LED system costs $94,300 and will eliminate the annual $25,000 update cost required by VirTra, resulting in long-term savings. Ti RECON does not have ongoing costs associated with the product. The purchase includes maintenance and support, with Ti Training providing technical support and automatic updates, including additional decision-based scenarios.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
202.2010.5412.0.0	Police Forfeiture Fund	N/A	$94,300.00	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Police Memo No. N/A

Date:	August 15, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Tadd Wille, Assistant City Manager Bryan Chapman, Police Chief
From:	Donny Witt, Police Technology Senior Manager
Subject:	Purchase of Victim Notification Software

Proposed Motion:

Move City Council approve the purchase of SPIDR Tech victim notification software, from Versaterm Public Safety, Inc., in an amount not to exceed $117,478.20, for the period of one year, beginning August 1, 2024, through July 31, 2025.

Background/Discussion:

The Chandler Police Department (CPD) is committed to enhancing its service efficiency and complying with legal mandates. The use of SPIDR Tech, a victim notification software, supports this commitment by fulfilling the requirements of A.R.S. Section 13-4405, which mandates timely and efficient communication with crime victims.

CPD has utilized SPIDR Tech over the past year to streamline its victim notification process. This software has proven highly effective in reducing the workload in the Dispatch and Records divisions by providing automated notifications and an online portal for victims, which includes customer service surveys. Since customer service surveys went live on December 1, 2023, SPIDR Tech has sent a total of 116,004 surveys, and of the responses received, 90% reported being satisfied with the Chandler Police Department.

Key Benefits:

1. Compliance with A.R.S. Section 13-4405:

- SPIDR Tech ensures CPD meets the legal requirements for victim notifications, providing timely updates on case statuses via text messages and emails.

2. Increased Efficiency:
    - The automated notification system alleviates the burden on dispatch personnel, allowing them to focus on other critical tasks.
    - Records Division staff are relieved from the manual process of updating victims, as the software provides a self-service portal for victims to check case statuses online.
3. Improved Victim Support:
    - Victims receive prompt and consistent updates, enhancing their experience and trust in CPD's services.
    - The online portal empowers victims with 24/7 access to information, promoting transparency and reducing the need for direct contact with CPD for updates.

The purchase of SPIDR Tech is justified by its demonstrated ability to meet legal requirements, improve operational efficiency, and enhance victim support services. Its continued use is essential for maintaining compliance with A.R.S. Section 13-4405 and for providing superior service to the community.

Evaluation:

SPIDR Tech was developed by Versaterm Public Safety, Inc., the provider of CPD's current police records management and computer-aided dispatch systems. The software integrates seamlessly with the current system and is exclusively available through Versaterm Public Safety, Inc.

Financial Implications:

The Arizona Criminal Justice Commission (ACJC) administers the Law Enforcement Crime Victim Notification Fund. CPD may request ACJC to pay the invoice on their behalf, subject to the availability of funds.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2065.5346.0000.000000	General Fund	N/A	$117,478.20	N

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** CP25-108

Date: August 15, 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: Raquel Diaz, Management Assistant
Subject: Resolution No. 5828 Approving a Certification Acceptance Agreement Between the City of Chandler and the State of Arizona to Administer Design and Construction of Federal-Aid Highway Program (FAHP) Projects

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5828 approving a Certification Acceptance Agreement between the City of Chandler and the State of Arizona to administer design and construction of FAHP projects.

Background:

Title 23 of the Code of Federal Regulations grants the State of Arizona Department of Transportation (ADOT) the ability to delegate responsibilities to local public agencies to administer design and construction of FAHP projects. In December 2007, the city obtained certification acceptance to administer FAHP projects. Benefits of certification acceptance to the city include time and funding savings, since the city has the authority to develop, advertise, award, and manage its own FAHP projects. Currently, ADOT has granted these responsibilities to eight local public agencies in Arizona, including the City of Chandler.

On August 8, 2019, City Council passed and adopted Resolution No. 5296, approving a Certified Acceptance Agreement between the city and ADOT for a five-year term. Resolution No. 5828 will authorize an agreement between the city and ADOT to allow the city to continue to administer design and construction of FAHP projects for the next five-year term.

Attachments

Resolution No. 5828

Exhibit A - Certification Acceptance Agreement

RESOLUTION NO. 5828

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING A CERTIFICATION ACCEPTANCE AGREEMENT BETWEEN THE CITY OF CHANDLER AND THE STATE OF ARIZONA TO ADMINISTER DESIGN AND CONSTRUCTION OF FEDERAL-AID HIGHWAY PROGRAM PROJECTS.

WHEREAS, the State of Arizona, by and through the Arizona Department of Transportation, desires to enter into a Certification Acceptance Agreement with the City of Chandler to administer design and construction of Federal-Aid Highway Program projects.

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

Section 1. A Certification Acceptance Agreement between the City of Chandler and the State of Arizona acting by and through the Arizona Department of Transportation, is approved in substantially the form attached hereto as Exhibit "A" for the purpose of administering design and construction of Federal-Aid Highway Program projects.

Section 2. That the Mayor of the City of Chandler, Arizona, is authorized to execute the Certification Acceptance Agreement.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of August, 2024.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5828 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of August, 2024 and that a quorum was present thereat.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY JMB

CERTIFICATION ACCEPTANCE AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF CHANDLER

THIS AGREEMENT ("Agreement") is entered into by and between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION ("State") and CITY OF CHANDLER ("City"). The State and City are collectively referred to as "Parties" or individually referred to as a "Party". Both the State and City are government agencies.

I. RECITALS

1. The Parties recognize the importance of a balanced, integrated, intermodal transportation system for the State of Arizona and understand the need for maximum flexibility in the use of federal funds to address the needs of all transportation modes.

2. The Parties acknowledge that transportation infrastructure projects play an essential role in the State's transportation system and preservation and maintenance of the transportation infrastructure protects the investments of the past and allows for economic development in the future.

3. The Parties recognize that stewardship is the efficient and effective management of public funds that have been entrusted to the Federal Highway Administration (FHWA) and oversight is the act of ensuring the Federal-aid Highway Program (FAHP) is delivered in accordance with applicable laws and regulations.

4. Title 23, Code of Federal Regulation (C.F.R.), Sections 1.11 and 635.105 allow a State to delegate certain activities, under supervision, to qualified local public agencies for FAHP projects under Certification Acceptance. Delegation is a privilege with responsibilities for both Parties and requires the Parties work in partnership.

5. According to 23 C.F.R. §§ 1.11 and 635.105, the State, as the supervising agency, maintains accountability to FHWA for FAHP projects under Certification Acceptance and is responsible for oversight that ensures projects are completed in compliance with federal and state laws and regulations and conformance with approved plans and specifications.

6. Full Certification Acceptance status includes the delegation of contract administration, development and design, construction administration, procurement of engineering or design-related services consultant, project inspection, and internal program evaluation to the City.

7. Partial Certification Acceptance status includes the delegation of contract administration, development and design, construction administration, project inspection, and internal program evaluation and further excludes the procurement of engineering or design-related services consultant on-call contracts.

8. The State retains responsibility for disadvantaged business enterprises, equal employment opportunity, on the job training, environmental processes, approval of final certification of right-of-way, proprietary item determinations, and project final acceptance.

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

II. REQUIREMENTS

1. The City will:

    a. Accept the delegated authority for Full Certification Acceptance status from the State for design, plans, specifications, estimates, contract awards, and inspections of FAHP projects.

    b. Adhere to federal and state laws and regulations, responsibilities and requirements set forth by FHWA, and the *Arizona Department of Transportation Certification Acceptance Manual* (current and as it may be amended in compliance with federal requirements) when developing and delivering FAHP projects with continuous stewardship and oversight.

    c. Perform delegated activities as outlined in the *Arizona Department of Transportation Certification Acceptance Manual* (current and as it may be amended in compliance with federal requirements).

        i. Submit a detailed schedule as part of the initiation package submitted to ADOT for consideration. The detailed schedule must include the major milestone deliverables as defined by ADOT in the development schedule.

        ii. Report any change in the initial developed schedule to ADOT no later than the last business day of each State Fiscal Quarter along with detailed reasons for the delay.

    d. Cooperate with the State in the adoption of processes, procedures, and guidelines for selecting, developing, financing, constructing, and maintaining FAHP projects.

    e. Have a compliant project development and delivery program, accounting controls, and a project inspection and internal program evaluation process in place for FAHP projects.

    f. Ensure that the City's Designated Approval Authority reviews and approves FAHP projects.

    g. Ensure a full-time employee of the City is in responsible charge of FAHP projects or obtain approval from the State before hiring a consultant to act in a management role for the .

    h. Assign to each FAHP project, a professional engineer registered in the State of Arizona, either on staff as a public employee or a contract employee designated as the City's Engineer.

i. Have adequate, suitably equipped, and knowledgeable staff to undertake and complete the work satisfactorily on FAHP projects.

j. Obtain any required State and FHWA reviews, concurrences, and approvals on FAHP projects.

k. Obtain, keep, and maintain all books, papers, records, files, accounts, reports, bid documents with backup data, including electronic data, and all other materials relating to the FAHP contract and project.

l. Ensure all FAHP contract and project documents are retained and made available for inspection by the State and FHWA during the plan development and construction stages and at least five years after the FHWA final voucher has been recorded. This requirement will survive the termination or expiration of this Agreement or any individual agreement under this Agreement.

2. The State will:

a. Delegate authority, and does delegate authority by this Agreement, for Full Certification Acceptance status to the City for design, plans, specifications, estimates, contract awards, and inspections of FAHP projects.

b. Communicate with FHWA regarding all aspects of the Certification Acceptance program and FAHP projects.

c. Adhere to federal and state laws and regulations and the responsibilities and requirements set forth by FHWA, and the *Arizona Department of Transportation Certification Acceptance Manual* (current and as it may be amended in compliance with federal requirements) when developing and delivering FAHP projects with continuous stewardship and oversight.

d. Maintain and update the *Arizona Department of Transportation Certification Acceptance Manual* (current and as it may be amended in compliance with federal requirements) and provide ongoing guidance to the through the *Arizona Department of Transportation Certification Acceptance Manual* (current and as it may be amended in compliance with federal requirements), training, periodic reviews, and other related tools.

e. Cooperate with the City in the adoption of processes, procedures, and guidelines for selecting, developing, financing, constructing, and maintaining FAHP projects.

f. Have a Certification Acceptance program, accounting controls, and an oversight process in place for FAHP projects.

g. Have adequate, suitably equipped, and knowledgeable staff to undertake and complete the work satisfactorily on FAHP projects.

h. Provide any required State reviews, concurrences, and approvals and submit any requests to FHWA for required authorizations, reviews, concurrences, and approvals on FAHP projects.

i. Conduct continuous oversight on the City's federal-aid programs and projects to ensure compliance with federal and state laws and regulations and conformance with approved plans and specifications.

j. Deobligate the funding of a project upon the failure of the City to deliver the project according to the project detailed schedule in the initiation package. Subsequently, the City will have to compete in the following fiscal State year to get approval and obtain funding for the project.

III. MISCELLANEOUS PROVISIONS

1. This Agreement supersedes and replaces the 2019 Certification Acceptance Agreement and any subsequent amendments between the State and City.

2. This Agreement takes effect on the signature date of the FHWA Arizona Division Administrator, who signs this Agreement last.

3. The terms, conditions, and provisions of this Agreement will remain in full force and effect for five years.

4. This Agreement will govern all program and project-specific agreements between the State and City.

5. If a conflict exists between the terms, conditions, and provisions of this Agreement and any other agreement between the State and the City, this Agreement will govern and control.

6. Any modification to this Agreement will occur only with the mutual consent of both Parties.

7. This Agreement may be canceled at any time upon 30 days written notice to the other Party.

8. The State may terminate this Agreement upon the City's request or if in the opinion of the Arizona Department of Transportation Director the City lacks adequate staffing or performance. The rescission may be applied to all or part of the program or projects under the Certification Acceptance program.

9. In case of termination of this Agreement for any reason, the City will have a continuing obligation to comply with the terms of this Agreement until all requirements under this Agreement are completed.

IN WITNESS WHEREOF, the Parties, by execution of this Agreement, acknowledge that their signing representatives have read, understand, and agree to be bound by the terms, conditions, and provisions of this Agreement.

STATE OF ARIZONA
Department of Transportation

By_____
Kevin Hartke
Mayor, City of Chandler

By_____
Greg Byres
Deputy Director for Transportation/
State Engineer

ATTEST:

By_____
Dana DeLong
City Clerk, City of Chandler

CONCUR:
FEDERAL HIGHWAY ADMINISTRATION
Arizona Division

By_____
Karla S. Petty
Division Administrator

Date_____

ATTORNEY APPROVAL FOR CITY OF CHANDLER

I have reviewed this Agreement between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, and CITY OF CHANDLER pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in the proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

By _____ Date _____

Kelly Y. Schwab
City Attorney/Risk Manager

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. UA25-005

Date: August 15, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Christian Jonson, Procurement Officer
Subject: Agreement No. WW3-885-4614, Amendment No. 1, with US Peroxide, LLC, dba USP Technologies, for Iron Salt for Odor and Corrosion Control

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Proposed Motion:

Move City Council approve Agreement No. WW3-885-4614, Amendment No. 1, with US Peroxide LLC, dba USP Technologies, for iron salt for odor and corrosion control, in an amount not to exceed $650,000, for a one-year period, September 21, 2024, through September 20, 2025.

Background/Discussion:

The Public Works & Utilities Department's wastewater collection system consists of over 900 hundred miles of pipe and eight sewage lift stations located throughout the city. These structures work together to convey 30 million gallons of sewage to the city's three wastewater treatment plants every day. The sewage collection system runs beneath most roadways throughout the city.

Wastewater in the collection system naturally produces noxious hydrogen sulfide gas, causing odors and deterioration of pipes, manholes, and concrete structures. Reduction of hydrogen sulfide in the collection system can be accomplished by adding chemicals that impede the formation of gas and help reduce the cost to rehabilitate affected structures. Lowering the concentration of hydrogen sulfide gas entering the wastewater treatment plants will also help to drive down the cost of odor control at these facilities. This odorous gas is the main source of customer odor complaints associated with the city's sewer system and treatment facilities.

In order to control the hydrogen sulfide that forms in the large diameter pipe along

Price Road, the addition of chemical is required. City staff recommends the continuation of the turnkey services from USP Technologies for chemical addition. The contractor will supply and manage the installation, delivery, upkeep, and dosing of SulFeLox in the collections system as they have done the past three years. SulFeLox is an iron salt chemical that keeps hydrogen sulfide in its liquid form and prohibits it from forming gases in the pipe as it travels to the Ocotillo Water Reclamation Facility.

Evaluation:

On September 21, 2023, City Council approved an agreement with US Peroxide LLC, dba USP Technologies, for iron salt for odor and corrosion control, for a one-year period, with the option of up to four (4) additional one-year extensions. The contractor has agreed to extend for one year with the same terms and conditions. Staff recommends extension of the agreements for the term of September 21, 2024, through September 20, 2025. This is the first extension of the original agreement.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
615.3970.5219.0.0.0	Wastewater Operating	Other Professional Services	$650,000	N

Attachments

Amendment - USP

Docusign Envelope ID: 28D5FEFB-6049-41C2-AD6A-FD786876A663

City Clerk Document No. _____

City Council Meeting Date:_____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
IRON SALT FOR ODOR & CORROSION CONTROL
CITY OF CHANDLER AGREEMENT NO. WW3-885-4614

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and us Peroxide LLC. dba USP Technologies, a Delaware 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 a turnkey non-hazardous iron salt product and dosing station as more fully described in the Agreement; and

WHEREAS, the term of the Agreement was September 21, 2023 through September 20, 2024, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the first option through this Amendment to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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

2. Section III is amended to read as follows: The Agreement is extended for a one-year period September 21, 2024 through September 20, 2025.

3. Section IV is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Exhibit B of the original Agreement, which is incorporated into and made a part of this Amendment No. 1 by this reference. Total payments made to the Contractor during the term of this Amendment No. 1 will not exceed $ 650,000.00.

Docusign Envelope ID: 28D5FEFB-6049-41C2-AD6A-FD786876A663

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

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

FOR THE CITY

By: _____

Its: _____Mayor_____

FOR THE CONTRACTOR

By: Jordan Butler

Its: VP & General Manager, USP Technologies

APPROVED AS TO FORM:

By: _____
City Attorney JWB

ATTEST:

By: _____
City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. ST25-009

Date: August 15, 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. PW0-285-4197, Amendment No. 4, with AM Signal, LLC, for Traffic Signal Equipment

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Proposed Motion:

Move City Council approve Agreement No. PW0-285-4197, Amendment No. 4, with AM Signal, LLC, for traffic signal equipment, in an amount not to exceed $100,000, for a one-year period, September 1, 2024, through August 31, 2025.

Background/Discussion:

Since 2002, the city has used both video detection cameras for traffic signal operation and video cameras at signalized intersections. The expected lifespan for traffic detection cameras has proven to be approximately 10 to 15 years. Replacements are necessary to reduce false traffic detection calls and further optimize traffic signal operations. This purchase will replace aging cameras with the latest state-of-the-art equipment that will be better able to detect bicyclists. Video cameras installed at intersections have proven to last about 10 years. Replacement video cameras will provide for higher resolution images back to the Traffic Management Center for traffic monitoring purposes.

This agreement and associated camera equipment are separate from and unrelated to the city's red light and speeding photo enforcement program.

Evaluation:

On August 13, 2020, City Council approved an agreement with AM Signal, LLC, for traffic signal equipment, 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 with a price increase of 15%, citing increases in material costs. Staff recommends extension of this agreement for the term of September 1, 2024, through August 31, 2025. This amendment is the fourth extension of the original agreement.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3310.6517.0.6ST714	Capital General Fund	Signal Detection Cameras	$100,000	Y

Attachments

Amendment - AM Signal

Docusign Envelope ID: 0FDE0A81-7173-4225-88F3-D403C1E7225D

City Clerk Document No. _____

City Council Meeting Date: August 15, 2024

AMENDMENT TO CITY OF CHANDLER AGREEMENT
TRAFFIC SIGNAL EQUIPMENT
CITY OF CHANDLER AGREEMENT NO. PW0-285-4197

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 AM Signal, 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 traffic signal equipment (Agreement); and

WHEREAS, the term of the Agreement was September 1, 2020, through August 31, 2021, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the fourth 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 September 1, 2024, through August 31, 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 the original Agreement, attached to and made a part of this Amendment No. 4. Total payments made to the Contractor during the term of this Amendment No. 4 will not exceed $100,000.

Docusign Envelope ID: 0FDE0A81-7173-4225-88F3-D403C1E7225D

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: Brooke Hageny

Its: Dir. Inside Sales & Estimating

APPROVED AS TO FORM:

By: _____

City Attorney JWB

ATTEST:

By: _____

City Clerk

Docusign Envelope ID: 0FDE0A81-7173-4225-88F3-D403C1E7225D

EXHIBIT B TO AGREEMENT
REVISED PRICING

Traffic Signal Equipment					
Item No.	**Item Description**	**Unit**	**Unit Price**	**Manufacturer and Model**	
34	Video Detection System (Cameras)	EA	$31,608	4	Trafisense Dual AI 645 w/Sunshield, Integrated Thermal Sensor and Video Detector
				2	TI BPL3 EDGE B&SIU
				1	Trafisense Dual Power Supply NDR-480-48
				1	Terminal Block - Chandler, AZ Spec Assy
				1000	Trafisense 2 Shielded Easy Pull Cable w/Drain 18/3C (per ft)
				4	SKY SS-SBC90-ACM-74 Adjustable Camera Mount 74" Tube, SS 90" Cable Attachment, SS Hardware and SKY-SB-PLT Adapter Plate

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. UA25-007

Date: August 15, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Christian Jonson, Procurement Officer
Subject: Agreement No. PW1-855-4313, Amendment No.3, with Aquafit Chlorination Systems, LLC; Hill Brothers Chemical Company; Momar, Inc.; Polydyne, Inc.; PVS DX, Inc; Salt Works; Thatcher Company of Arizona, Inc.; Univar Solutions USA, Inc.; and Waternuts Aquatic Enterprise, Inc., dba Commercial Pool Repair, for the Purchase of Water Treatment Chemicals

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Proposed Motion:

Move City Council approve Agreement No. PW1-855-4313, Amendment No.3, with Aquafit Chlorination Systems, LLC, Hill Brothers Chemical Company; Momar, Inc., Polydyne, Inc.; PVS DX, Inc., Salt Works, Thatcher Company of Arizona, Inc., Univar Solutions USA, Inc., and Waternuts Aquatic Enterprise, Inc., dba Commercial Pool Repair, for the purchase of water treatment chemicals, in a combined amount not to exceed $13,600,000, for a one-year term, August 15, 2024, through August 14, 2025.

Background/Discussion:

These agreements will be used to purchase bulk and packaged water and wastewater treatment chemicals for use at the city's water and wastewater treatment facilities and swimming pools. The Public Works & Utilities Department will use these agreements for water, wastewater, reverse osmosis, and well system treatment. The Community Services Department will use these agreements for swimming pool chemicals. Chemicals used by the Ocotillo Brine Reduction Facility are paid for by Intel.

A related item for the purchase of water treatment chemicals also appears on this agenda. Of the two related items, one includes city bid vendors and the other uses

cooperative contracts. Use of these two procurement methods collectively provides the city with purchasing flexibility to broaden choices and avoid supply chain issues.

Evaluation:

On August 12, 2021, City Council approved agreements with Aquafit Chlorination Systems, LLC, Hill Brothers Chemical Company, Momar, Inc., Polydyne, Inc., PVS DX, Inc., Salt Works, Thatcher Company of Arizona, Inc., Univar Solutions USA, Inc., and Waternuts Aquatic Enterprise, Inc., dba Commercial Pool Repair, for a one-year term, with the option of up to four one-year extensions. The contractors have agreed to extend the agreements for one year with price increases at an average of 3%, citing market conditions caused by higher wages, fuel, increased packaging, and freight costs experienced in the chemical marketplace. Staff reviewed the requested increase and found it to be fair and reasonable based on the current market and services provided. Staff recommends extension of these agreements for the term of August 15, 2024, through August 14, 2025. This is the third extension of the original agreement.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.4520.5318.0.0.0	General, Aquatics Chemicals	Chemicals	$700,000.00	N
605.3830.5318.0.0.0	Water Operating, Water Treatment Ch	Chemicals	$2,300,000.00	N
605.3860.5318.0.0.0	Water Operating, Water Systems Main	Chemicals	$600,000.00	N
615.3940.5318.0.0.0	WW Operating, WWTreatment Chemicals	Chemicals	$1,000,000.00	N
615.3960.5318.0.0.0	WW Operating, Airport WRF Chemicals	Chemicals	$2,500,000.00	N
615.3970.5318.0.0.0	WW Operating, Chemicals	Chemicals	$2,000,000.00	N
616.3930.5318.0.0.0	WW Ind Treatment, Ocotillo BRF Chem	Chemicals	$4,500,000.00	N

Attachments

Amendment - Aquafit
Amendment - Hill Bros
Amendment - Momar
Amendment - Polydyne
Amendment - PVS DX
Amendment - Salt Works
Amendment - Thatcher
Amendment - Univar
Amendment - Waternuts

Docusign Envelope ID: 7E6B6215-70A7-4148-8F1C-B80B4F415CBE

City Clerk Document No. _____

City Council Meeting Date:_____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
WATER TREATMENT CHEMICALS
CITY OF CHANDLER AGREEMENT NO. PW1-885-4313

THIS AMENDMENT NO. 3 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Aquafit Chlorination Systems, LLC, a Texas 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, City Council approved the award of multiple Agreements for water treatment chemicals (Agreement); and

WHEREAS, the term of the Agreement was August 15, 2021 through August 14th, 2022 with the option of up to four one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for water treatment chemicals in an amount not to exceed $13,600,000 for the extension term; and

WHEREAS, the Parties wish to exercise the third option through this Amendment No. 3 to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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

2. Section III, Period of Service is amended to read as follows: The term of the Agreement is extended for a one-year period August 15, 2024, through August 14, 2025.

3. Section IV, Payment of Compensation and Fees is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of the original Agreement, attached to and made a part of this Amendment No. 3. Total payments made to the Contractor during the term of this Amendment No. 3 will not exceed $13,600,000.

Docusign Envelope ID: 7E6B6215-70A7-4148-8F1C-B80B4F415CBE

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

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Todd White

Its: Managing Member

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

Docusign Envelope ID: 7E6B6215-70A7-4148-8F1C-B80B4F415CBE

REVISED EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

Item No.	Description	Delivered Size	Unit of Measure	Estimated Annual Qty	Product Offered	Unit Price
27	Cyanuric Acid, dry, for use as a pool stabilizer.	50-lb bag	lb	3,300	ACS/UMC 50# (full pallet only)	Not available
30	Granular Calcium Hypochlorite (HTH), 65 to 70% soluble.	100-lb container	lb	9,300	ECR Cal Hypo Granules 50# (full pallet only) ECR Cal Hypo Granules 100# (full pallet only)	$3.20 $2.70
32	3" Water Treatment Grade (WTG) Calcium Hypochlorite Tablets.	50-lb pail	lb	200,000		$3.74

Minimum Discount offered for chemicals not listed above _____N/A_____**%**

Delivery time after receipt of order (ARO) _____5-7 calendar days_____

Docusign Envelope ID: CC238245-4B9C-4CD2-BCC9-4E4CFDDE01EA

City Clerk Document No. _____

City Council Meeting Date:_____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
WATER TREATMENT CHEMICALS
CITY OF CHANDLER AGREEMENT NO. PW1-885-4313

THIS AMENDMENT NO. 3 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Hill Brothers Chemical Company, a California 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, City Council approved the award of multiple Agreements for water treatment chemicals (Agreement); and

WHEREAS, the term of the Agreement was August 15, 2021 through August 14th, 2022 with the option of up to four one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for water treatment chemicals in an amount not to exceed $13,600,000 for the extension term; and

WHEREAS, the Parties wish to exercise the third option through this Amendment No. 3 to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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

2. Section III, Period of Service is amended to read as follows: The term of the Agreement is extended for a one-year period August 15, 2024, through August 14, 2025.

3. Section IV, Payment of Compensation and Fees is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of the original Agreement, attached to and made a part of this Amendment No. 3. Total payments made to the Contractor during the term of this Amendment No. 3 will not exceed $13,600,000.

Docusign Envelope ID: CC238245-4B9C-4CD2-BCC9-4E4CFDDE01EA

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

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

FOR THE CITY

By: _____

Its: _____Mayor_____

FOR THE CONTRACTOR

By: _____

Area Product Specialist

Its: _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

By: _____

City Clerk

Docusign Envelope ID: CC238245-4B9C-4CD2-BCC9-4E4CFDDE01EA

REVISED EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

Item No.	Description	Delivered Size	Unit of Measure	Estimated Annual Qty	Product Offered	Unit Price
14	Liquid Sodium Hypochlorite (Bleach), High-quality filtered, 12.5%.	Bulk (Full load 4000 gal)	Gal	8,000	12.5% Liq Sodium Hypochlorite	$1.95
14a	Liquid Sodium Hypochlorite (Bleach), High-quality filtered, 12.5%	Mini-bulk	Gal	9,000	12.5% Liq Sodium Hypochlorite	$2.25
14b	Liquid Sodium Hypochlorite (Bleach), High-quality filtered, 12.5%.	55-gal drum	Gal	1,600	12.5% Liq Sodium Hypochlorite	$3.16
16a	Hydrochloric acid (Muriatic Acid), Technical grade.	Mini-bulk	Gal	9,000	Hydrochloric Acid	$3.50
16b	Hydrochloric acid (Muriatic Acid), Technical grade.	Tote	Gal	8,700	Hydrochloric Acid	$4.10
26	Sodium Bisulfite, 40% solution.	55-gal drum	Gal	8,000	40% Sodium Bisulfite	$5.10

Minimum Discount offered for chemicals not listed above _____15_____**%**

Delivery time after receipt of order (ARO) _____2-3 business days_____

Docusign Envelope ID: 3D38F018-7FD1-4449-AF8A-D76EE8F8727E

City Clerk Document No. _____

City Council Meeting Date:_____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
WATER TREATMENT CHEMICALS
CITY OF CHANDLER AGREEMENT NO. PW1-885-4313

THIS AMENDMENT NO. 3 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Momar, Inc., a Georgia 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, City Council approved the award of multiple Agreements for water treatment chemicals (Agreement); and

WHEREAS, the term of the Agreement was August 15, 2021 through August 14th, 2022 with the option of up to four one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for water treatment chemicals in an amount not to exceed $13,600,000 for the extension term; and

WHEREAS, the Parties wish to exercise the third option through this Amendment No. 3 to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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

2. Section III, Period of Service is amended to read as follows: The term of the Agreement is extended for a one-year period August 15, 2024, through August 14, 2025.

3. Section IV, Payment of Compensation and Fees is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of Amendment No. 1, which is incorporated into and made a part of this Amendment No. 3. Total payments made to the Contractor during the term of this Amendment No. 3 will not exceed $13,600,000.

Docusign Envelope ID: 3D38F018-7FD1-4449-AF8A-D76EE8F8727E

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

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

FOR THE CITY

By: _____

Its: _____Mayor_____

FOR THE CONTRACTOR

Robert Beck

By: _____

Its: VP _____

APPROVED AS TO FORM:

By: _____
City Attorney

JMB

ATTEST:

By: _____
City Clerk

Docusign Envelope ID: 708666D3-BE23-451E-88EB-838687606C99

City Clerk Document No. _____

City Council Meeting Date:_____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
WATER TREATMENT CHEMICALS
CITY OF CHANDLER AGREEMENT NO. PW1-885-4313

THIS AMENDMENT NO. 3 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Polydyne, Inc., a Delaware 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, City Council approved the award of multiple Agreements for water treatment chemicals (Agreement); and

WHEREAS, the term of the Agreement was August 15, 2021 through August 14th, 2022 with the option of up to four one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for water treatment chemicals in an amount not to exceed $13,600,000 for the extension term; and

WHEREAS, the Parties wish to exercise the third option through this Amendment No. 3 to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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

2. Section III, Period of Service is amended to read as follows: The term of the Agreement is extended for a one-year period August 15, 2024, through August 14, 2025.

3. Section IV, Payment of Compensation and Fees is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B Amendment No. 2, which is incorporated into and made part of this Amendment No. 3. Total payments made to the Contractor during the term of this Amendment No. 3 will not exceed $13,600,000.

Docusign Envelope ID: 708666D3-BE23-451E-88EB-838687606C99

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

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Boyd Stanley

Its: Sr. Vice-President

APPROVED AS TO FORM:

By: _____

City Attorney JMB

ATTEST:

By: _____

City Clerk

Docusign Envelope ID: 5B425BE0-115A-4E0C-BB31-FE9522A6B497

City Clerk Document No. _____

City Council Meeting Date:_____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
WATER TREATMENT CHEMICALS
CITY OF CHANDLER AGREEMENT NO. PW1-885-4313

THIS AMENDMENT NO. 3 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and PVS DX, 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, City Council approved the award of multiple Agreements for water treatment chemicals (Agreement); and

WHEREAS, the term of the Agreement was August 15, 2021 through August 14th, 2022 with the option of up to four one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for water treatment chemicals in an amount not to exceed $13,600,000 for the extension term; and

WHEREAS, the Parties wish to exercise the third option through this Amendment No. 3 to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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

2. Section III, Period of Service is amended to read as follows: The term of the Agreement is extended for a one-year period August 15, 2024, through August 14, 2025.

3. Section IV, Payment of Compensation and Fees is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of the original Agreement, attached to and made a part of this Amendment No. 3. Total payments made to the Contractor during the term of this Amendment No. 3 will not exceed $13,600,000.

Docusign Envelope ID: 5B425BE0-115A-4E0C-BB31-FE9522A6B497

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

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

FOR THE CITY

By: _____

Its: _____Mayor_____

FOR THE CONTRACTOR

By: Jack Ward

Its: regional sales manger

APPROVED AS TO FORM:

By: _____
City Attorney JMB

ATTEST:

By: _____
City Clerk

Docusign Envelope ID: 5B425BE0-115A-4E0C-BB31-FE9522A6B497

REVISED EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

Item No.	Description	Delivered Size	Unit of Measure	Estimated Annual Qty	Product Offered	Unit Price
12	30% Liquid Sodium Hydroxide (Caustic Soda), 30%, Commercial grade.	Full load	Gal	74,000	30% Formosa Plastic Liq Sodium Hydroxide	$2.351/gal (+Superfund tax $.0004/lb)
14	Liquid Sodium Hypochlorite (Bleach), High-quality filtered, 12.5%.	Bulk	Gal	1,900,000	Dixichlor 12.5%	$1.95/gal (+Superfund tax $.0004/lb)
14a	Liquid Sodium Hypochlorite (Bleach), High-quality filtered, 12.5%	Mini-bulk	Gal	9,000	Dixichlor 12.5%	$2.33/gal (+Superfund tax $.0004/lb)

Prices valid thru 2/1/2025

Minimum Discount offered for chemicals not listed above _____N/A_____**%**

Delivery time after receipt of order (ARO) _____3-5 business days_____

Docusign Envelope ID: E692D21E-B60E-4D41-89BA-7C61C8255D44

City Clerk Document No. _____

City Council Meeting Date:_____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
WATER TREATMENT CHEMICALS
CITY OF CHANDLER AGREEMENT NO. PW1-885-4313

THIS AMENDMENT NO. 3 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Salt Works, an Arizona 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, City Council approved the award of multiple Agreements for water treatment chemicals (Agreement); and

WHEREAS, the term of the Agreement was August 15, 2021 through August 14th, 2022 with the option of up to four one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for water treatment chemicals in an amount not to exceed $13,600,000 for the extension term; and

WHEREAS, the Parties wish to exercise the third option through this Amendment No. 3 to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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

2. Section III, Period of Service is amended to read as follows: The term of the Agreement is extended for a one-year period August 15, 2024, through August 14, 2025.

3. Section IV, Payment of Compensation and Fees is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of the original Agreement, attached to and made a part of this Amendment No. 3. Total payments made to the Contractor during the term of this Amendment No. 3 will not exceed $13,600,000.

Docusign Envelope ID: E692D21E-B60E-4D41-89BA-7C61C8255D44

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

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Brayden Watson

Its: Business Development Manager

APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

By: _____

City Clerk

Docusign Envelope ID: E692D21E-B60E-4D41-89BA-7C61C8255D44

REVISED EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

Item No.	Description	Delivered Size	Unit of Measure	Estimated Annual Qty	Product Offered	Unit Price
15	Sodium Chloride (Salt), 99.9% pure, coarse size.	Bulk	Ton	1,200	Morton	$164.81

Minimum Discount offered for chemicals not listed above _____N/A_____**%**

Delivery time after receipt of order (ARO) _____5 days_____

Docusign Envelope ID: 06894582-B08E-41CF-A2F3-CB3245EEF2E5

City Clerk Document No. _____

City Council Meeting Date:_____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
WATER TREATMENT CHEMICALS
CITY OF CHANDLER AGREEMENT NO. PW1-885-4313

THIS AMENDMENT NO. 3 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Thatcher Company of Arizona, Inc., an Arizona 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, City Council approved the award of multiple Agreements for water treatment chemicals (Agreement); and

WHEREAS, the term of the Agreement was August 15, 2021 through August 14th, 2022 with the option of up to four one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for water treatment chemicals in an amount not to exceed $13,600,000 for the extension term; and

WHEREAS, the Parties wish to exercise the third option through this Amendment No. 3 to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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

2. Section III, Period of Service is amended to read as follows: The term of the Agreement is extended for a one-year period August 15, 2024, through August 14, 2025.

3. Section IV, Payment of Compensation and Fees is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of the original Agreement, attached to and made a part of this Amendment No. 3. Total payments made to the Contractor during the term of this Amendment No. 3 will not exceed $13,600,000.

Docusign Envelope ID: 06894582-B08E-41CF-A2F3-CB3245EEF2E5

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

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

FOR THE CITY

By: _____

Its: _____Mayor_____

FOR THE CONTRACTOR

Craig Thatcher

By: _____

CEO

Its: _____

APPROVED AS TO FORM:

By: _____

City Attorney JMB

ATTEST:

By: _____

City Clerk

Docusign Envelope ID: 06894582-B08E-41CF-A2F3-CB3245EEF2E5

REVISED EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

Item No.	Description	Delivered Size	Unit of Measure	Estimated Annual Qty	Product Offered	Unit Price
10	Liquid Aluminum Sulfate (Alum), commercial grade, purified.	Bulk	Dry short ton	4,400	8.3% AL203	$575.00
18	Mississippi Lime	Bulk	Lb	1,800,000	Mississippi Lime	$0.418
32	3" Water Treatment Grade (WTG) Calcium Hypochlorite Tablets	50-lb pail	Lb	200,000	2 5/8" Water Treatment Grade (WTG) Calcium Hypochlorite Tablets	$3.76 – Min Order qty 4800/#

Minimum Discount offered for chemicals not listed above _____N/A_____**%**

Delivery time after receipt of order (ARO) _____7-10 days ARO_____

Fuel Surcharge and Federal Superfund Chemical Excise Tas allowed

Docusign Envelope ID: F7023C02-6163-4561-B8F7-2396D5717DBB

City Clerk Document No. _____

City Council Meeting Date:_____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
WATER TREATMENT CHEMICALS
CITY OF CHANDLER AGREEMENT NO. PW1-885-4313

THIS AMENDMENT NO. 3 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Univar Solutions USA, Inc., an Illinois 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, City Council approved the award of multiple Agreements for water treatment chemicals (Agreement); and

WHEREAS, the term of the Agreement was August 15, 2021 through August 14th, 2022 with the option of up to four one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for water treatment chemicals in an amount not to exceed $13,600,000 for the extension term; and

WHEREAS, the Parties wish to exercise the third option through this Amendment No. 3 to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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

2. Section III, Period of Service is amended to read as follows: The term of the Agreement is extended for a one-year period August 15, 2024, through August 14, 2025.

3. Section IV, Payment of Compensation and Fees is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of Amendment No. 1, which is incorporated into and made a part of this Amendment No. 3. Total payments made to the Contractor during the term of this Amendment No. 3 will not exceed $13,600,000.

Docusign Envelope ID: F7023C02-6163-4561-B8F7-2396D5717DBB

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

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

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: _____

Its: Vice President - Bulk Chem Dist

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

Docusign Envelope ID: 80EB7703-38AE-4A51-9B11-1E8B62A94381

City Clerk Document No. _____

City Council Meeting Date:_____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
WATER TREATMENT CHEMICALS
CITY OF CHANDLER AGREEMENT NO. PW1-885-4313

THIS AMENDMENT NO. 3 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Waternuts Aquatic Enterprise, Inc. dba Commercial Pool Repair, 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, City Council approved the award of multiple Agreements for water treatment chemicals (Agreement); and

WHEREAS, the term of the Agreement was August 15, 2021 through August 14th, 2022 with the option of up to four one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for water treatment chemicals in an amount not to exceed $13,600,000 for the extension term; and

WHEREAS, the Parties wish to exercise the third option through this Amendment No. 3 to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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

2. Section III, Period of Service is amended to read as follows: The term of the Agreement is extended for a one-year period August 15, 2024, through August 14, 2025.

3. Section IV, Payment of Compensation and Fees is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of Amendment No. 1, which is incorporated into and made a part of this Amendment No. 2. Total payments made to the Contractor during the term of this Amendment No. 3 will not exceed $13,600,000.

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

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Robert Stockley

Its: Vice President and General Manager

APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

By: _____

City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. ST25-005

Date: August 15, 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. PW0-745-4123, Amendment No. 7, with M.R. Tanner Development and Construction, Inc., for Street Maintenance and Repair Services

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Proposed Motion:

Move City Council approve Agreement No. PW0-745-4123, Amendment No. 7, with M.R. Tanner Development and Construction, Inc., for street maintenance and repair services, increasing the spending limit by $995,900, for the existing term ending December 31, 2024.

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 roadway sections. This program includes asphalt patching, maintenance, repair work, and pavers on roadway sections that are in relatively satisfactory condition. Asphalt patch, maintenance, and repair work is performed as needed on the city's arterial, collector, and local roadway sections. The volume and scope of asphalt repairs to be completed by the Transportation Division routinely exceeds the capacity of existing crews and equipment.

The city also maintains approximately 130 miles of alleys. The majority of these alleys are paved with asphalt millings, with approximately eight miles of typical asphalt paving. This amendment will be used to complete alley maintenance such as potholes, dips, and cracks on the eight miles of deteriorated asphalt-alley sections.

Evaluation:

On December 12, 2019, City Council approved an agreement with M.R. Tanner Development & Construction, Inc., for street maintenance and repair services, for a one-year period, with the option of up to four (4) additional one-year extensions. The agreement was renewed through December 31, 2024, and the current term of this agreement is still in effect. However, staff is requesting an increase to the spending limit that was previously approved by City Council. All other terms of the original agreement remain the same.

Financial Implications:

This item will increase the spending limit by $995,900, for a revised total contract amount not to exceed $2,716,397.33.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3310.6513.6ST775	General Government Capital Projects	Alley Repaving	$995,900	Y

Attachments

Amendment - M.R. Tanner

Paved Alleys Map

Docusign Envelope ID: F3BE07EC-B02B-4099-B914-66C35AECCE9C

City Clerk Document No. _____

City Council Meeting Date: August 15, 2024

AMENDMENT TO CITY OF CHANDLER AGREEMENT
STREET MAINTENANCE AND REPAIR SERVICES
CITY OF CHANDLER AGREEMENT NO. PW0-745-4123

THIS AMENDMENT NO. 7 (Amendment No. 7) 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 and repair services (Agreement); and

WHEREAS, the term of the Agreement was January 1, 2020, through December 31, 2020, with the option of up to four one-year extensions; and

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

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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

2. Section IV is amended to increase the annual spending limit by $995,900, for a revised not to exceed amount of $2,716,397.33, for the term ending December 31, 2024, per pricing set forth in Exhibit B of Amendment No. 1, which is incorporated into and made a part of this Amendment No. 7 by this reference.

3. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 7 and the Agreement, the terms and conditions in this Amendment No. 7 prevail and control.

Docusign Envelope ID: F3BE07EC-B02B-4099-B914-66C35AECCE9C

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

President

Its: _____

APPROVED AS TO FORM:

By: _____

City Attorney JMB

ATTEST:

By: _____

City Clerk

MEMO NO: ST25-005
2023 / 2024 ALLEY RE-PAVING

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PAVED ALLEY'S

ELLIOT RD
WARNER RD
RAY RD
CHANDLER BL
PECOS RD
GERMANN RD
QUEEN CREEK RD
OCOTILLO RD
CHANDLER HEIGHTS RD
RIGGS RD
HUNT HW

Western Canal
Mesquite St
Knox Rd
Galveston St
Frye Rd
Willis Rd
Ryan Rd
Appleby Rd
Brooks Farm Rd
Cloud Rd
Doral Dr

56TH ST
KYRENE RD
RURAL RD
MCCLINTOCK DR
PRICE RD
DOBSON RD
ALMA SCHOOL RD
ARIZONA AV
MCQUEEN RD
COOPER RD
GILBERT RD
LINDSAY RD
VAL VISTA DR

Ellis St
Arrowhead
Hartford S
McKemy Av
Elm St
Galaxy Dr
Country Club Wy

WESTERN CANAL
KYRENE CANAL
GILA DRAIN
GILA DRAIN,GILA DRAIN
GILA FLOODWAY
SR202
SR101
ILO
CONSOLIDATED CANAL
EASTERN CANAL
UNION PACIFIC RR

NTS

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City Council Memorandum Public Works & Utilities Memo No. UA25-006

Date: August 15, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Danny Sargent, Water Systems Senior Manager
Subject: Sole Source Purchase of Water Quality Monitoring Equipment, Service, and Parts

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Proposed Motion:

Move City Council approve the sole source purchase of water quality monitoring equipment, service, and parts, from Hach Company, in the amount of $500,000, for a two-year term, August 16, 2024, through August 15, 2026.

Background/Discussion:

The Public Works & Utilities Department utilizes Hach Company water quality monitoring instruments at various water and wastewater treatment facilities. These instruments are critical to the operation of the facilities. The instruments provide data for operations staff to ensure regulatory compliance and public health goals are maintained.

Hach Company is the sole supplier of the equipment, parts, supplies, and technical support needed to maintain their proprietary equipment.
Hach Company parts and supplies are required to maintain the accuracy and reliability of the equipment and to ensure the warranty remains intact. This purchase will provide staff with the ability to maintain existing Hach Company water quality instrumentation hardware. Additionally, staff will be able to replace aging water quality instruments when their useful life has been exceeded.

Evaluation:

The Public Works & Utilities Department utilizes Hach Company products and services for instrumentation with various processes. Hach Company is the sole service provider for the Hach Service Partnership used by the city, as well as the sole supplier, manufacturer, and distributor of multiple instruments used within the Public Works & Utilities Department. Hach Company does not have authorized distributors. Staff recommends the purchase of Hach equipment, service and parts, from Hach Company, as a sole source.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
615.3960.5316.0.0	Wastewater Operating	Machinery/Equipment	$150,000	N
612.3960.5316.0.0	Reclaimed Water Operating Fund	Machinery/Equipment	$50,000	N
605.3830.5316.0.0	Water Operating	Machinery/Equipment	$100,000	N
605.3860.5316.0.0	Water Operating	Machinery/Equipment	$200,000	N

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City Council Memorandum Public Works & Utilities Memo No. UA25-008

Date:	August 15, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Andy Bass, Deputy City Manager John Knudson, Public Works and Utilities Director
From:	Danny Sargent, Water Systems Senior Manager
Subject:	Purchase of Water Treatment Chemicals

Proposed Motion:

Move City Council approve the purchase of water treatment chemicals, from Thatcher Company of Arizona, Inc., utilizing the Omnia Partners Contract No. 212528, and from Brenntag Pacific, Inc., Hill Brothers Chemical Company, and Thatcher Company of Arizona, Inc., utilizing the City of Mesa Contract No. 2020135, in a combined amount not to exceed $3,245,000, for a one-year term, August 15, 2024, through August 14, 2025.

Background/Discussion:

These contracts will be used to purchase bulk and packaged water and wastewater treatment chemicals for use at the city's treatment facilities and swimming pools. The Public Works & Utilities Department will use these contracts for water, wastewater, reverse osmosis, and well system treatment. These chemicals are critical components of the treatment processes and constitute a sizable portion of the variable costs for operating these facilities.

30% of the total contract amount is related to chemicals used at the Ocotillo Brine Reduction Facility, which are paid for by Intel Corporation. Chemicals used for swimming pools are funded by the Community Services Department.

A related item for purchase of water treatment chemicals also appears on this agenda. Of the two related items, one includes city bid vendors and the other uses cooperative contracts. Use of these two procurement methods collectively

provides the city with purchasing flexibility to broaden choices and avoid supply chain issues.

Evaluation:

The recommended contracts have been competitively solicited and awarded. The city has current agreements with Omnia Partners and the City of Mesa allowing for cooperative use of their contracts. Staff recommends the cooperative use of these contracts because it is an effective way to supplement the city's existing chemical contract at competitive prices.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.4520.5318.0.0.0	General, Aquatics	Chemicals	$45,000	N
605.3830.5318.0.0.0	Water Operating, Water Treatment	Chemicals	$1,900,000	N
616.3930.5318.0.0.0	WW Ind Treatment, Ocotillo BRF	Chemicals	$1,300,000	N

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City Council Memorandum Public Works & Utilities Memo No. ST25-004

Date:	August 15, 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:	Purchase of Dump Truck

Proposed Motion:

Move City Council approve the purchase of a dump truck, from Inland Kenworth, Inc., utilizing Sourcewell Contract No.060920-KTC, in the amount of $203,206.05.

Background/Discussion:

The Transportation Division maintains over 10,000 stormwater structures. This truck will be used primarily by the stormwater crew to transport equipment to job sites, deliver material, and remove debris as well as during emergency, weather-related, and call-out events. The new dump truck will replace truck #97404, which has been recommended for replacement due to age, maintenance history, and projected costs to operate.

Evaluation:

Sourcewell competitively solicited and awarded a contract for medium and heavy-duty trucks, including dump trucks, to Inland Kenworth, Inc. The city has a current agreement with Sourcewell allowing for the cooperative use of its contracts. Staff recommends cooperative use of this contract because the requested product has performed well, and staff is trained on repairs and familiar with its operation. The Sourcewell contract is valid through August 1, 2025.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3310.6419.6ST791	Capital General Fund	Large Equipment Replacement	$203,206.05	Y

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City Council Memorandum Public Works & Utilities Memo No. ST25-008

Date:	August 15, 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:	Purchase of Traffic Signal Heads and Components

Proposed Motion:

Move City Council approve the purchase of traffic signal heads and components, from Clark Electric Sales, Inc., utilizing Maricopa County Agreement No. 220205-C, in an amount not to exceed $800,000.

Background/Discussion:

The Transportation Division maintains 229 signalized intersections. In order to further optimize traffic signal operations, annual replacement and maintenance of all signal components is necessary. These efforts include cabinet replacements. Cabinets have a typical life span of 20 years. Currently, there are 82 intersections with cabinets that are 20 years or older. A program has been initiated to replace all outdated cabinets by fiscal year 2033-2034. In addition, new cabinet standards have four doors on each side that allow access to certain parts of the cabinets. This ease of access will increase staff efficiency for annual maintenance.

Evaluation:

Maricopa County, a member of the Strategic Alliance for Volume Expenditures (S.A.V.E.), competitively solicited and awarded a contract for traffic signal heads and components to Clark Electric Sales, Inc. The city is a member of S.A.V.E. and is eligible to utilize S.A.V.E. contracts cooperatively. The Maricopa County contract is valid through June 30, 2025.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
411.3310.6516.0.6ST322	GO Bonds	Traffic Signal Improvement & Repair	$800,000	Y

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City Council Memorandum Public Works & Utilities Memo No. ST25-006

Date:	August 15, 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:	Purchase of Pole Painting Services

Proposed Motion:

Move City Council approve the purchase of pole painting services, from OLS Restoration, Inc., utilizing City of Mesa Contract No. 2024033, in an amount not to exceed $150,000.

Background/Discussion:

The Transportation Division is responsible for the maintenance of over 29,500 streetlights. Of those streetlights, approximately 14,500 (52%) are painted rather than galvanized. This contract will be used to repaint light poles located in arterial corridors and older subdivisions with streetlights that are more than 30 years old.

Evaluation:

The City of Mesa competitively solicited and awarded a contract to OLS Restoration Inc., for pole painting services. The city has a current agreement with the City of Mesa that permits the cooperative use of their contracts. The term of the City of Mesa contract is valid through November 30, 2026.

Fiscal Impact

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

401.3310.6210.6ST051	Capital General Fund	Streetlight Additions & Repairs	$100,000	Y
411.3310.6516.6ST322	GO Bonds	Traffic Signal Improvement & Repair	50,000	Y

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City Council Memorandum Public Works & Utilities Memo No. ST25-007

Date: August 15, 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: Purchase of Intelligent Transportation System (ITS) Devices and Communication Equipment

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Proposed Motion:

Move City Council approve the purchase of ITS devices and communication equipment, from AM Signal, LLC, and Sierra Transportation & Technologies, utilizing Maricopa County Contract No. 230200-C, in an amount not to exceed $639,995.

Background/Discussion:

The Transportation Division maintains 229 signalized intersections. In order to optimize traffic signal operations, annual replacement and maintenance of all signal components is necessary. Internal cabinet hardware has an expected life span of five years. A program has been established to replace aged internal equipment in order to continue the safe operation of the traffic signals and to replenish equipment stock needed to operate and maintain the traffic signals on an annual basis.

Evaluation:

Maricopa County, a member of the Strategic Alliance for Volume Expenditures (S.A.V.E.), competitively solicited and awarded a contract for ITS devices and communication equipment, to AM Signal, LLC, and Sierra Transportation & Technologies. The city is a member of S.A.V.E. and eligible to utilize S.A.V.E. contracts cooperatively. The Maricopa County contract is valid through October 31, 2024, with the option of up to five one-year extensions.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
411.3310.6516.0.6ST322	GO Bonds	Traffic Signal Improvement & Repair	$639,995	Y

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City Council Memorandum Management Services Memo No. MS 25-014

Date: August 15, 2024
To: Mayor and Council
Joshua H. Wright, City Manager
Thru: Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
From: Christina Pryor, Procurement & Supply Senior Manager
Subject: Contracts and Agreements Administratively Approved, Month of July 2024

Background/Discussion

On November 7, 2022, City Council adopted Ordinance No. 5030 amending the Code of the City of Chandler, Chapter 3, raising the threshold for Council approval of contracts and agreements for materials, services, equipment, and construction from $50,000 to $100,000. The threshold for Council approval of contracts and agreements for professional services was raised from $30,000 to $100,000. The changes allow contracts and agreements valued less than $100,000 to be approved administratively. As part of the changes, Council requested a monthly summary of contracts and agreements approved under the newly adopted thresholds that would have required Council approval under the previous thresholds. The attached report summarizes the administratively approved contracts and agreements for materials, services, equipment and construction valued between $50,000 and $99,999, and professional services valued between $30,000 and $99,999.

Attachments

Contracts and Agreements Administratively Approved

Informational Procurement Council Item – July 2024 Administrative Approvals

Administrative Approval of Contracts and Agreements for Materials, Services, Equipment and Construction Valued Between $50,000 and $99,999 and Professional Services Valued Between $30,000 and $99,999

Agreement No.: PW3-925-4631, Amendment No. 3
Subject: Water Systems Upgrade Program
Contractor: Hazen and Sawyer, P.C.
Value: $98,750.00
Notes: Provides for design, permitting, and development of construction documents for the replacement of media filters at the Pecos Surface Water Treatment Plant.

Agreement No.: 4804
Subject: Community Development Professional Services
Contractor: Barbara Bellamy
Value: $50,000.00
Notes: Contractor will assist Neighborhood Resources with reviewing HUD related files and updating policies.

Agreement No.: CM8-962-3970
Subject: First Mile, Last Mile Program
Contractor: Lyft, Inc.
Value: $60,000.00
Notes: Provides transportation services where there is no bus service.

Agreement No.: MG9-0807-1563
Subject: Alcohol and Drug Screening Services
Contractor: Arizona Behavioral Counseling
Value: $0
Notes: This agreement charges a nominal fee for alcohol and drug screening services.

Agreement No.: CS4-966-4801
Subject: Printing of Breaktime Magazine
Contractor: Century Graphics, Inc.
Value: $80,000.00
Notes: Provides specific graphic design, layout, printing, distribution, internet and marketing support services for the quarterly magazine, Breaktime Magazine.

Agreement No.: DS2201-453
Subject: Outside Plant Fiber Telecom Remote Buildings - Desert Breeze
Contractor: Dibble CM, LLC
Value: $66,740.00
Notes: Construction management and inspection services for a project duration of 100 calendar days, 70 construction days and 30 days for project closeout.

Agreement No.: ST2103.501
Subject: Ray Road and Dobson Improvements
Contractor: Salt River Project
Value: 97,550.00
Notes: SRP water engineering for Ray Road and Dobson Road Improvements.

Contracts or Agreements with Significant (+50%) Price Changes Valued Between $50,000 and $99,999

Agreement No.:
Subject:
Contractor:
Value:
Notes: