

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

Completed by Grants.gov upon submission.

4. Applicant Identifier:

LCLUQVAP1WU4

5a. Federal Entity Identifier:

LCLUQVAP1WU4

5b. Federal Award Identifier:

LCLUQVAP1WU4

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

Daniel Haskins

* b. Employer/Taxpayer Identification Number (EIN/TIN):

86-6000238

* c. UEI:

LCLUQVAP1WU4

d. Address:

* Street1:

215 E Buffalo Street

Street2:

* City:

Chandler

County/Parish:

Maricopa

* State:

AZ: Arizona

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

85225-0000

e. Organizational Unit:

Department Name:

Public Works & Utilities

Division Name:

Capital Improvement Projects

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

* First Name:

Daniel

Middle Name:

* Last Name:

Haskins

Suffix:

Title:

Capital Projects Division Manager

Organizational Affiliation:

City of Chandler

* Telephone Number:

480-782-3335

Fax Number:

* Email:

daniel.haskins@chandleraz.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Environmental Protection Agency

11. Catalog of Federal Domestic Assistance Number:

66.202

CFDA Title:

Congressionally Mandated Projects

* 12. Funding Opportunity Number:

EPA-CEP-01

* Title:

EPA Mandatory Grant Programs

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Tumbleweed Aquifer Storage and Recovery Well Equipping.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	3,000,000.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	10,534,000.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	13,534,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2025

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Community Grants Programs (CFDA)	66.202	\$	\$	\$ 3,000,000.00	\$ 10,534,000.00	\$ 13,534,000.00
2.						
3.						
4.						
5. Totals		\$	\$	\$ 3,000,000.00	\$ 10,534,000.00	\$ 13,534,000.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1) Community Grants Programs (CFDA)	(2) 	(3) 	(4) 	
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction	3,000,000.00				3,000,000.00
h. Other					
i. Total Direct Charges (sum of 6a-6h)	3,000,000.00				3,000,000.00
j. Indirect Charges					
k. TOTALS (sum of 6i and 6j)	3,000,000.00				3,000,000.00
7. Program Income	\$	\$	\$	\$	\$

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Prescribed by OMB (Circular A -102) Page 1A

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8.	Community Grants Programs (CFDA)	\$ 10,534,000.00	\$	\$	\$ 10,534,000.00
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)		\$ 10,534,000.00	\$	\$	\$ 10,534,000.00
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 3,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 0.00
14. Non-Federal	\$ 2,200,000.00	300,000.00	300,000.00	300,000.00	1,300,000.00
15. TOTAL (sum of lines 13 and 14)	\$ 5,200,000.00	\$ 1,300,000.00	\$ 1,300,000.00	\$ 1,300,000.00	\$ 1,300,000.00
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program		FUTURE FUNDING PERIODS (YEARS)			
		(b)First	(c) Second	(d) Third	(e) Fourth
16.	Community Grants Programs (CFDA)	\$ 3,000,000.00	\$	\$	\$
17.					
18.					
19.					
20. TOTAL (sum of lines 16 - 19)		\$ 3,000,000.00	\$	\$	\$
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges: Construction		22. Indirect Charges:			
23. Remarks: Construction to equip wells.					



Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance

Note: Read Instructions before completing form.

I. A. Applicant/Recipient (Name, Address, City, State, Zip Code)

Name:

Address:

City:

State: Zip Code:

B. Unique Entity Identifier (UEI):

C. Applicant/Recipient Point of Contact

Name:

Phone:

Email:

Title:

II. Is the applicant currently receiving EPA Assistance? ☐ Yes ☒ No

III. List all pending civil rights lawsuits and administrative complaints filed under federal law against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7.)

IV. List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that alleged discrimination based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective actions taken. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7.)

V. List all civil rights compliance reviews of the applicant/recipient conducted under federal nondiscrimination laws by any federal agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3))

VI. Is the applicant requesting EPA assistance for new construction? If no, proceed to VII; if yes, answer (a) and/or (b) below.

☒ Yes ☐ No

a. If the grant is for new construction, will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities? If yes, proceed to VII; if no, proceed to VI(b).

☐ Yes ☒ No

b. If the grant is for new construction and the new facilities or alterations to existing facilities will not be readily accessible to and usable by persons with disabilities, explain how a regulatory exception (40 C.F.R. 7.70) applies.

The grant is being used to equip well sites. This facility is exempt per section 40 C.F.R. 7.70 (b)(2).

- VII. Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its program or activities? (40 C.F.R 5.140 and 7.95) ☒ Yes ☐ No
- a. Do the methods of notice accommodate those with impaired vision or hearing? ☒ Yes ☐ No
- b. Is the notice posted in a prominent place in the applicant's/recipient's website, in the offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications? ☒ Yes ☐ No
- c. Does the notice identify a designated civil rights coordinator? ☒ Yes ☐ No
- VIII. Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or disability status of the population it serves? (40 C.F.R. 7.85(a)) ☒ Yes ☐ No
- IX. Does the applicant/recipient have a policy/procedure for providing meaningful access to services for persons with limited English proficiency? (Title VI, 40 C.F.R. Part 7, *Lau v Nichols* 414 U.S. (1974)) ☒ Yes ☐ No
- X. If the applicant is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator.

Title VI Coordinator: Niki Tapia - Diversity, Equity & Inclusion Manager, 480-782-2214, niki.tapia@chandleraz.gov

- XI. If the applicant is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or applicant's/recipient's website address for, or a copy of, the procedures.

<https://www.chandleraz.gov/government/city-managers-office/diversity-equity-inclusion/title-vi>

For the Applicant/Recipient

I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized Official

Completed by Grants.gov upon submission.

B. Title of Authorized Official

Deputy City Manager/Chief Financial Officer

C. Date

Completed by Grants.gov upon submission.

For the U.S. Environmental Protection Agency

I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all preaward compliance information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies the preaward provisions of 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statutes and EPA regulations.

A. *Signature of Authorized EPA Official

B. Title of Authorized Official

C. Date

General. Recipients of Federal financial assistance from the U.S. Environmental Protection Agency must comply with the following statutes and regulations.

Title VI of the Civil Rights Acts of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Act goes on to explain that the statute shall not be construed to authorize action with respect to any employment practice of any employer, employment agency, or labor organization (except where the primary objective of the Federal financial assistance is to provide employment). Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act provides that no person in the United States shall on the ground of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Federal Water Pollution Control Act, as amended. Employment discrimination on the basis of sex is prohibited in all such programs or activities. Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States shall solely by reason of disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Employment discrimination on the basis of disability is prohibited in all such programs or activities. The Age Discrimination Act of 1975 provides that no person on the basis of age shall be excluded from participation under any program or activity receiving Federal financial assistance. Employment discrimination is not covered. Age discrimination in employment is prohibited by the Age Discrimination in Employment Act administered by the Equal Employment Opportunity Commission. Title IX of the Education Amendments of 1972 provides that no person in the United States on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Employment discrimination on the basis of sex is prohibited in all such education programs or activities. Note: an education program or activity is not limited to only those conducted by a formal institution. 40 C.F.R. Part 5 implements Title IX of the Education Amendments of 1972. 40 C.F.R. Part 7 implements Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of The Rehabilitation Act of 1973.

Items "Applicant" means any entity that files an application or unsolicited proposal or otherwise requests EPA assistance. 40 C.F.R. §§ 5.105, 7.25.

"Recipient" means any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution, organizations, or other entity, or any person to which Federal financial assistance is extended directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. 40 C.F.R. §§ 5.105, 7.25.

"Civil rights lawsuits and administrative complaints" means any lawsuit or administrative complaint alleging discrimination on the basis of race, color, national origin, sex, age, or disability pending or decided against the applicant and/or entity which actually benefits from the grant, but excluding employment complaints not covered by 40 C.F.R. Parts 5 and 7. For example, if a city is the named applicant but the grant will actually benefit the Department of Sewage, civil rights lawsuits involving both the city and the Department of Sewage should be listed. "Civil rights compliance review" means: any federal agency-initiated investigation of a particular aspect of the applicant's and/or recipient's programs or activities to determine compliance with the federal non-discrimination laws. Submit this form with the original and required copies of applications, requests for extensions, requests for increase of funds, etc. Updates of information are all that are required after the initial application submission. If any item is not relevant to the project for which assistance is requested, write "NA" for "Not Applicable." In the event applicant is uncertain about how to answer any questions, EPA program officials should be contacted for clarification.



EPA KEY CONTACTS FORM

OMB Number: 2030-0020
Expiration Date: 06/30/2024

Authorized Representative: *Original awards and amendments will be sent to this individual for review and acceptance, unless otherwise indicated.*

Name:	Prefix: Mr.	First Name: Daniel	Middle Name:
	Last Name: Haskins		Suffix:
Title:	Capital Projects Manager		
Complete Address:			
Street1:	215 E. Buffalo Street		
Street2:			
City:	Chandler	State:	AZ: Arizona
Zip / Postal Code:	85225	Country:	USA: UNITED STATES
Phone Number:	480-782-3335	Fax Number:	
E-mail Address:	daniel.haskins@chandleraz.gov		

Payee: *Individual authorized to accept payments.*

Name:	Prefix: Mrs.	First Name: Tracy	Middle Name:
	Last Name: Schmidt		Suffix:
Title:	Accounting Supervisor		
Complete Address:			
Street1:	175 S. Arizona Avenue		
Street2:			
City:	Chandler	State:	AZ: Arizona
Zip / Postal Code:	85225	Country:	USA: UNITED STATES
Phone Number:	480-782-2315	Fax Number:	
E-mail Address:	tracy.schmidt@chandleraz.gov		

Administrative Contact: *Individual from Sponsored Programs Office to contact concerning administrative matters (i.e., indirect cost rate computation, rebudgeting requests etc).*

Name:	Prefix:	First Name: Dan	Middle Name:
	Last Name: Haskins		Suffix:
Title:	Capital Projects Manager		
Complete Address:			
Street1:	215 E Buffalo St		
Street2:			
City:	Chandler	State:	AZ: Arizona
Zip / Postal Code:	85225	Country:	USA: UNITED STATES
Phone Number:	480-782-3335	Fax Number:	
E-mail Address:	daniel.haskins@chandleraz.gov		

EPA KEY CONTACTS FORM

Project Manager: *Individual responsible for the technical completion of the proposed work.*

Name: Prefix: **First Name:** **Middle Name:**
Last Name: **Suffix:**
Title:

Complete Address:

Street1:
Street2:
City: **State:**
Zip / Postal Code: **Country:**
Phone Number: **Fax Number:**
E-mail Address:

Project Narrative File(s)

*** Mandatory Project Narrative File Filename:**

Add Mandatory Project Narrative File

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View Mandatory Project Narrative File

To add more Project Narrative File attachments, please use the attachment buttons below.

Add Optional Project Narrative File

Delete Optional Project Narrative File

View Optional Project Narrative File

Community Grants Workplan

Name of Applicant: City of Chandler

Point of Contact: Daniel Haskins

Project Title: Reclaimed Water Conveyance – Aquifer Storage and Recovery (ASR) Wells Equipping

Project Objective(s) and Needs:

The City of Chandler (City) owns and operates two Water Reclamation Facilities (WRF) – Airport WRF (AWRF) and Ocotillo WRF (OWRF). These facilities have been in operation since 1999 and 1984, respectively, and the water is treated to the highest quality of water acceptable in the State of Arizona, i.e., Class A+. This high quality water, also known as reclaimed water, is used for golf course irrigation, parks, and also for industrial cooling purposes. The usage of reclaimed water in roughly half of the City is a direct offset for potable water, thereby saving potable water use for utmost benefit to the City's residents and businesses. The City also uses reclaimed water for aquifer recharge to obtain groundwater storage credits for future use.

The City is requesting \$3,000,000 as part of the FY2X Community Grants Program for Congressionally Directed Spending (CDS) and Community Project Funding (CPF). The city will be covering additional costs of the project estimated at approximately \$10.5 million.

Project Description:

The project consists of the installation of two new ASR wells (ASR-11 and ASR-12) in an existing drilled shaft to a maximum depth of 430 feet below ground level, associated conveyance piping and reclaimed water transmission line infrastructure to increase the recovery capacity of the existing Tumbleweed Underground Storage Facility (USF), as well as to provide the City of Chandler with additional recovered water capacity during periods of peak reclaimed water demand.

The Tumbleweed Recharge Facility consists of ten (10) existing ASR Wells and is located west of McQueen Road between Germann Road and Ryan Road, within the City limits. A prior project, funded with City dollars, was recently completed to drill two new Aquifer Storage and Recovery (ASR) Wells, to expand the capacity of the existing Tumbleweed Recharge Facility. The two newly drilled ASR Wells needs to be "equipped." The scope of work generally includes procurement and installation of a vertical turbine pump and associated piping, electrical buildings, reclaimed/purge water system piping, pressure reducing valve connections, fiber optic and telemetry systems, and all necessary permitting for construction purposes.

The recovery flow rate of the ASR Wells, proposed by the hydrogeologist, is 3,000 gallons per minute (gpm). The recharge flow rate is designed to be variable between zero and 3,000 gpm; with a target of 3,000 gpm. The ASR Wells receive reclaimed water from AWRF and OWRF and recharge it into the upper alluvial unit, or the shallow aquifer. The design incorporates a specialized flow control valve to modulate

recharge rates, the same as other existing ASR Wells, which utilizes compressed air to expand and contract a flexible membrane around an interior sleeve. One of the two ASR Well sites will have an 8-foot tall masonry wall, with pedestrian and vehicle gates per the City's typical site plan for these facilities. This ASR Well site will also have electrical buildings, and telemetry cabinets and panels, with the pump and all other equipment located at ground level. The other ASR Well site will be constructed below-grade in a large concrete vault, and this is due to the proximity of the site to other City amenities, namely an open park. There are several permits that are necessary for this project; City of Chandler Building and Encroachment Permits, Maricopa County Approval to Construct, Maricopa County Approval of Construction, Arizona Department of Environmental Quality Aquifer Protection Permit, Arizona Department of Environmental Quality Storm Water Pollution Prevention Plan, and Arizona Department of Water Resources Underground Storage Facility and Water Storage permits.

Milestone Schedule / Scope of Work:

The project is estimated to be a 3.5-year project, starting June 2024 through December 2027. A high-level milestone schedule has been provided as well as an attachment of the detailed project schedule/scope of work.

- ASR Well Equipping Design 60% Design Submittal – June 2024
- Submit to EPA for Approval – July 2024
- ASR Well Equipping Design 90% Design Submittal – October 2024
- Construction Executed Contract – February 2025
- Notice to Proceed – March 2025
- Final Completion – December 2026

Environmental Results / Benefits:

The ASR Well Equipping will have positive environmental impacts with the intent of preserving long-term groundwater credits for future use, as well as providing less expensive, and abundant, water for uses to offset the usage of potable water.

Workplan Requirements for Identifying Contractors:

The City of Chandler will follow and abide by the competitive Procurement Standards outlined in 2 CFR 200.317 – 2 CFR 200.327 as it pertains to this project. Any professional services as well as any purchases of equipment and installation will follow EPA's procurement requirements.

Workplan Requirements for Identifying Subrecipients:

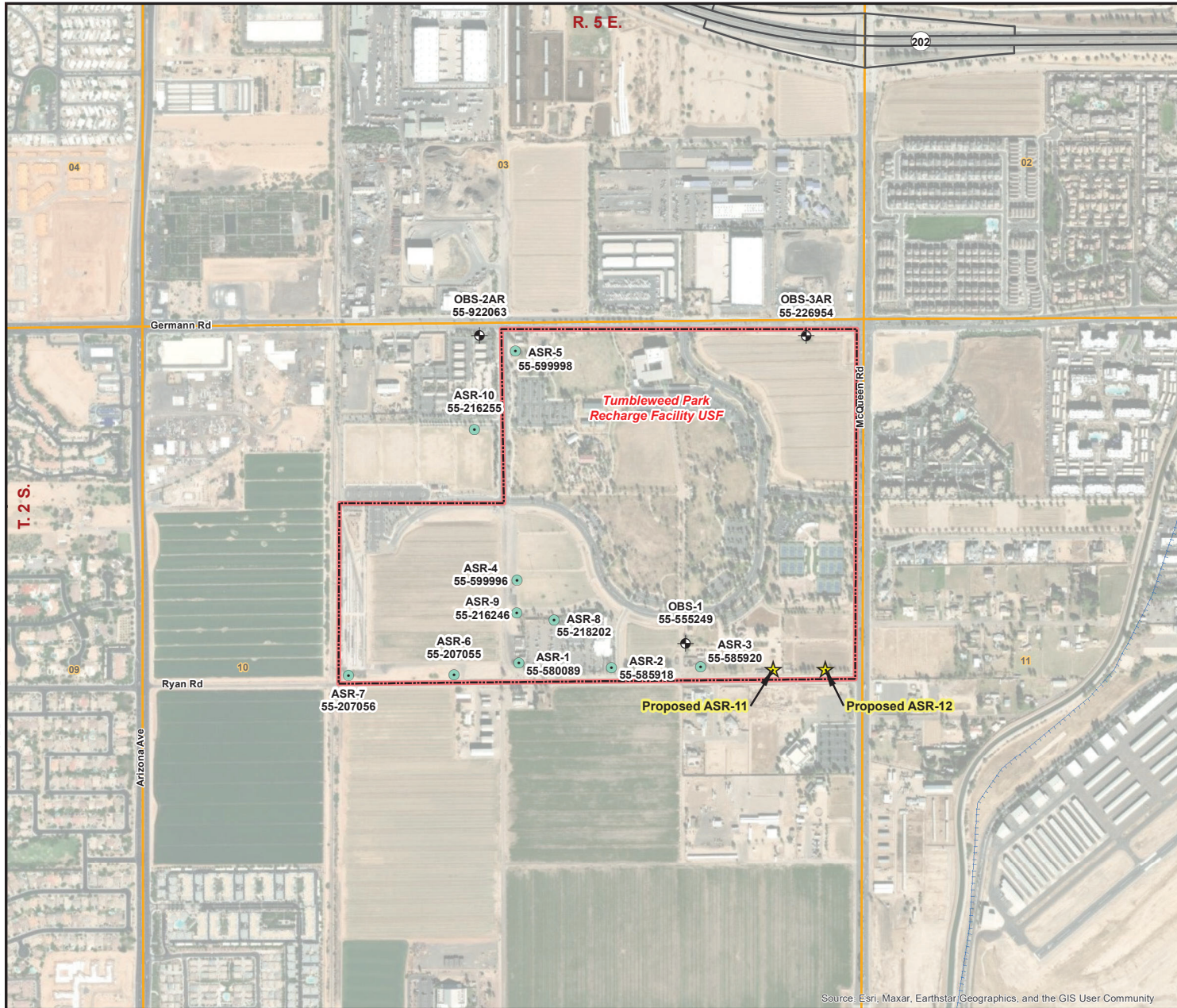
This grant award will not have any subrecipients as part of this project.

Attachments:

ASR Wells Equipping Draft Design Report

Location Map

S:\MyDocs\GCP\U02101-1483 Chandler ASR Wells - WV200.201\GIS\MXD\Figures_1_Tumbleweed_Proposed_Wells.mxd

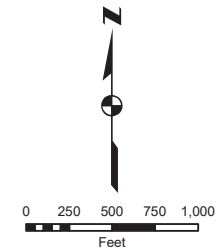


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

EXPLANATION

- ★ Proposed ASR Well
- Existing ASR Well
- ⊕ Existing Monitor Well
- ▭ Tumbleweed USF
- ▭ Section

Notes
USF - Underground Storage Facility
SRV - Salt River Valley
ASR - Aquifer Storage and Recharge
Qtr - Quarter



PROPOSED ASR WELL LOCATIONS

DATE: 12/02/22	DATE: 12/02/22	PROJECT NUMBER: 21-1483
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MATRIX **NEW** WORLD

Engineering Progress
Matrix New World Engineering, PC
3032 North 44th Street, Suite 270
Phoenix, AZ 85018
Tel: 602-985-6447
Fax: 602-985-5861
www.mnw.com

TUMBLEWEED AQUIFER STORAGE AND RECOVERY WELLS PROJECT CITY OF CHANDLER MARICOPA COUNTY, ARIZONA

FIGURE NUMBER:

1

The following attachment is not included in the view since it is not a read-only PDF file.

Upon submission, this file will be transmitted to the Grantor without any data loss.

-4b - ASR Wells 30% DRAFT Design Report.pdf

Other Attachment File(s)

* Mandatory Other Attachment Filename:

epa_form_6600_06 RP.pdf

Add Mandatory Other Attachment

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To add more "Other Attachment" attachments, please use the attachment buttons below.

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Upon submission, this file will be transmitted to the Grantor without any data loss.

epa_form_6600_06 RP.pdf



CITY OF CHANDLER, ARIZONA

[TITLE]

CITY PROJECT NO. [#####]

CONSTRUCTION SERVICES AGREEMENT (CONSTRUCTION MANAGER AT RISK)

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

CITY OF CHANDLER, ARIZONA

[TITLE]
CITY PROJECT NO.: [####]

TABLE OF CONTENTS

ARTICLE 1 - PARTICIPANTS AND PROJECT	1
ARTICLE 2 - AGREEMENT DOCUMENTS	3
ARTICLE 3 - PRE-CONSTRUCTION SERVICES	3
ARTICLE 4 - CONSTRUCTION SERVICES.....	3
ARTICLE 5 - CITY RESPONSIBILITIES.....	5
ARTICLE 6 - AGREEMENT TIME	5
ARTICLE 7 - AGREEMENT PRICE	8
ARTICLE 8 – FORCED LABOR OF ETHNIC UYGHURS PROHIBITED	8
EXHIBIT A – PROJECT SPECIFIC SPECIAL PROVISIONS	SP-1
EXHIBIT B – GENERAL CONDITIONS.....	GC-1
EXHIBIT C – TECHNICAL SPECIFICATIONS.....	TS-1
EXHIBIT D – ACCEPTED GMP/PRICE PROPOSAL	GMP-1
EXHIBIT E – SUBCONTRACTOR’S LIST FORM.....	SUB-1
EXHIBIT F – GIS / GPS DATA DELIVERY REQUIREMENTS (IF APPLICABLE)	GIS-1

**CONSTRUCTION MANAGER AT RISK
CONSTRUCTION SERVICES AGREEMENT
PROJECT NO.: [####]**

This Agreement (the "AGREEMENT") is made and entered into on the ____ day of _____, 202____, ("Effective Date") by and between City of Chandler, an Arizona municipal corporation, hereinafter called "City" and **INSERT CONSULTANT NAME** the "Construction Manager at Risk" or "CM@Risk" designated below (City and CM@Risk may individually be referred to as "Party" and collectively referred to as "Parties").

City and CM@Risk agree as follows:

ARTICLE 1 - PARTICIPANTS AND PROJECT

CITY: **Acting CIP City Engineer: Daniel Haskins, P.E.**
 Public Works & Utilities Department
 P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
 Phone: 480-782-3335 Email: Daniel.haskins@chandleraz.gov

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

CM@RISK: **Legal Company Name:** _____

Mailing Address: _____

Physical Address: _____

Arizona Roc No.: _____

Federal Tax Id No.: _____

State Where Organized: _____

Business Organization: _____

Statutory Agent Name: _____

Statutory Agent Mailing Address: _____

Statutory Agent Physical Address: _____

CM@Risk's Authorized Project Representative:

Name: _____

Title: _____

Phone: _____

Email: _____

PROJECT DESCRIPTION:



PROJECT LOCATION:



ARTICLE 2 - AGREEMENT DOCUMENTS

2.1 AGREEMENT DOCUMENTS

The Agreement between City and CM@Risk will consist of the following Agreement Documents:

1. This Construction Services Agreement and all of its Exhibits, including Project Plans and Technical Specifications.
2. General Conditions and General Conditions Appendices, incorporated by reference.
3. Project Specific Special Provisions as set forth in **Exhibit A**, incorporated by reference.
4. Accepted GMP/Price Proposal as set forth in **Exhibit D**, incorporated by reference.

2.2 In the event of any inconsistency, conflict, or ambiguity between or among the Agreement Documents, the Agreement Documents will take precedence as described in Section 14.1.4 of the General Conditions.

2.3 DEFINITIONS

The definitions in Sections 2 and 15 of the General Conditions apply to all the Agreement Documents, including this Agreement.

ARTICLE 3 - PRE-CONSTRUCTION SERVICES

Although CM@Risk has performed Pre-Construction Services pursuant to a separate Agreement between City and CM@Risk, the completion, quality and accuracy of those services and the deliverables provided by City thereunder directly impact CM@Risk's performance of its obligations under this Agreement. Therefore, all of CM@Risk's obligations, duties, and warranties in relation to Pre-Construction Services and deliverables survive completion of the Pre-Construction Services Agreement and are incorporated herein. Any breach of any of CM@Risk's duties, obligations, or warranties under the Pre-Construction Services Agreement will likewise be considered a breach of this Agreement.

ARTICLE 4 - CONSTRUCTION SERVICES

4.1 GENERAL

4.1.1 CM@Risk agrees at its own cost and expense, to do all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Agreement Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, and within the schedule, stated in attached **Exhibit A**.

- 4.1.2 CM@Risk must provide all of the labor and materials, and perform the Work in accordance with Section 4 of the General Conditions. Some, but not all, of the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.
- 4.1.3 This is an Agreement for complete construction services in accordance with the Construction Manager at Risk method of delivery of construction services. CM@RISK has participated in the design process and been an active member of the Project Design Team and is fully aware of any issues and constraints involved in this Construction Project.
- 4.1.4 CM@RISK is the CITY's fiduciary responsible for undertaking all necessary action contemplated under the Agreement documents to construct the Project and ensure timely and quality completion of the Project at a cost within the Guaranteed Maximum Price (GMP).
- 4.1.5 At all times relevant to this Agreement and performance of the Work, the CM@Risk must fully comply with all Laws, Regulations, or Legal Requirements applicable to City, the Project and the Agreement, including, without limitation, those set forth on attached **Exhibit A**.
- 4.1.6 CM@Risk must perform the Work under this Agreement using only those firms, team members and individuals designated by CM@Risk consistent with the Statement of Qualifications dated [REDACTED], the GMP Proposal, or otherwise approved by City pursuant to the General Conditions. No other entities or individuals may be used without prior approval of the Project Manager
- 4.1.7 CM@Risk will comply with all terms and conditions of the General Conditions.
- 4.1.8 In the event of a conflict between this Agreement and the General Conditions or an exhibit hereto or appendix thereto, the terms of this Agreement will control.
- 4.1.9 Ownership of Work Product. Notwithstanding anything to the contrary in this Agreement, all Work Product prepared or otherwise created in connection with the performance of this Agreement, including the Work, are to be and remain the property of City. For purposes of this provision, "Work Product" will include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product will be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason, any such Work is found not to be a Work Made for Hire, CM@Risk hereby transfers and assigns ownership of the copyright in such Work to City. The rights in this Section are exclusive to City in perpetuity.

4.2 **CM@RISK'S PRE-AGREEMENT AND PRE-WORK DELIVERABLES**

4.2.1 The CM@Risk must provide the Deliverables in accordance with Section 4.2 of the General Conditions.

4.3 **PRE-CONSTRUCTION CONFERENCE**

Refer to Section 4.3 of the General Conditions.

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

Refer to Section 4.4 of the General Conditions.

4.5 **CONTROL OF THE PROJECT SITE**

Refer to Section 4.5 of the General Conditions.

4.6 **PROJECT SAFETY**

Refer to Section 4.6 of the General Conditions.

4.7 **MATERIALS QUALITY, SUBSTITUTIONS AND SHOP DRAWINGS**

Refer to Section 4.7 of the General Conditions.

4.8 **PROJECT RECORD DOCUMENTS**

Refer to Section 4.8 of the General Conditions.

4.9 **WARRANTY AND CORRECTION OF DEFECTIVE WORK**

Refer to Section 4.9 of the General Conditions.

ARTICLE 5 - CITY RESPONSIBILITIES

5.1 City will have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.

ARTICLE 6 - AGREEMENT TIME

6.1 **GENERAL**

6.1.1 The Agreement Duration is Calendar Days.

6.1.2 The Agreement Time will start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth in Article 6.4 below. The Notice to Proceed cannot be issued until approval and acceptance by City of the GMP or Fixed Price.

6.1.3 The Agreement Time will be as set forth in the Project Schedule. CM@Risk agrees that it will commence performance of the Work and complete the Project through Final Acceptance within the Agreement Time.

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

6.2 PROJECT SCHEDULE

6.2.1 The Project Schedule approved as part of the GMP Proposal and incorporated herein as part of the attached **Exhibit D** must be updated and maintained throughout CM@Risk's performance under this Agreement in accordance with Section 6.2 of the General Conditions.

6.2.2 Failure on the part of CM@Risk to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of this Agreement by City.

6.2.3 Work must be completed to meet the following milestones after the Notice to Proceed:

<u>Milestone</u>	<u>Time</u>	<u>Liquidated damages for delay</u>
1. [REDACTED]	within [REDACTED] days	\$ [REDACTED] per calendar day

6.3 SUBSTANTIAL COMPLETION

Substantial Completion must be achieved no later than the Substantial Completion Date set forth in the Project Schedule. Substantial Completion will be determined in accordance with Section 6.3 of the General Conditions.

6.4 FINAL ACCEPTANCE

6.4.1 Final Acceptance will be obtained within the time period set forth in the Project Schedule.

6.4.2 Final Acceptance will be issued pursuant to Section 6.5 of the General Conditions.

6.5 LIQUIDATED DAMAGES

6.5.1 Substantial Completion Liquidated Damages. CM@Risk acknowledges and agrees that if CM@Risk fails to obtain Substantial Completion of the Work within the Agreement Time, City will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, City and CM@Risk agree that if CM@Risk fails to achieve Substantial Completion of the Work within the Agreement Time, City will be entitled to retain or recover from CM@Risk, as

liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9.

6.5.2 Final Acceptance Liquidated Damages. For the same reasons set forth in Article 6.5.1 above, City and CM@Risk further agree that if CM@Risk fails to achieve Final Acceptance of the Work within the Agreement Time, City will be entitled to retain or recover from CM@Risk, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9 commencing from the actual date of Substantial Completion or Final Acceptance as required under the Agreement.

6.5.3 MAG Liquidated Damages. If no liquidated damages are specified in Articles 6.5.1 or 6.5.2 above, then the liquidated damages provisions in MAG § 108.9 will apply.

6.5.4 City may deduct liquidated damages described in this Article 6.5 from any unpaid amounts then or thereafter due CM@Risk under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due CM@Risk will be payable to City at the demand of City, together with interest from the date of the demand at the highest lawful rate of interest payable by CM@Risk.

6.6 **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES ONLY**

6.6.1 CM@Risk and City waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes:

6.6.1.1 Damages incurred by City for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

6.6.1.2 Damages incurred by CM@Risk for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

6.6.2 This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement. Nothing contained in this Article 6.6 will be deemed to preclude an award of liquidated damages, when applicable, in accordance with Article 6.5 above.

6.6.3 Nothing herein will be deemed to constitute a waiver of any other remedy available to City in the event of CM@Risk's default under this Agreement prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of CM@Risk, the cost and expense of which will be offset against any monies then or thereafter due to CM@Risk (if any) and otherwise immediately reimbursed to City by CM@Risk.

ARTICLE 7 - AGREEMENT PRICE

7.1 AGREEMENT PRICE

- 7.1.1 In exchange for CM@Risk's full, timely, and acceptable performances and construction of the Work under this Agreement, and subject to all of the terms of this Agreement, City will pay CM@Risk the "Agreement Price," which:

The sum of the CM@Risk's Fee and reimbursable Cost of the Work, as defined in Section 15 of the General Conditions, which the CM@Risk guarantees will not exceed the GMP set forth in **Exhibit D** in the amount of \$_____. Costs which would cause the GMP to be exceeded must be paid by CM@Risk without reimbursement from City.

- 7.1.2 The Agreement Price is all-inclusive and specifically includes all fees, cost, insurance and bond premiums, allowances, construction contingency, owner's contingency, and taxes of any type necessary to fully, properly and timely perform and construct Work.

7.2 CHANGES TO AGREEMENT PRICE

Shall be determined under Section 9 of the General Conditions.

ARTICLE 8 - FORCED LABOR OF ETHNIC UYGHURS PROHIBITED

- 8.1 **FORCED LABOR OF ETHNIC UYGHURS PROHIBITED.** By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entitles as of the effective date.

"CITY" CITY OF CHANDLER

"CM@Risk"

MAYOR

Signature

Date

RECOMMENDED BY:

Print Name

Daniel Haskins, P.E.
CIP City Engineer

Title

APPROVED AS TO FORM:

Signer Email Address

City Attorney

ATTEST:

City Clerk

Seal

EXHIBIT A

PROJECT SPECIFIC SPECIAL PROVISIONS

4.2.7 Aerial Construction Photography

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

4.2.8 Government Approvals and Permits

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

Subletting of Agreement

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

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

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

EXHIBIT B

GENERAL CONDITIONS

EXHIBIT C

TECHNICAL SPECIFICATIONS

EXHIBIT D

ACCEPTED GMP/PRICE PROPOSAL

EXHIBIT E

SUBCONTRACTOR DOCUMENTS WITH CM@RISK

Any subcontractor assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the CM@RISK and their subcontractors, and do not apply to the Agreement between the CM@RISK and the City.

SUBCONTRACTOR'S LIST FORM

If CM@Risk intends to subcontract any portion of this Agreement, the CM@Risk must submit the name, address, and contractor's license number (if applicable) of each subcontractor, including the work component of such subcontracting. Include the form with the bid submittal documents. CM@Risk may make multiple copies of this form as needed.

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

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

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

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

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

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

EXHIBIT F

**GIS / GPS DATA DELIVERY REQUIREMENTS
(IF APPLICABLE)**

The following attachment is not included in the view since it is not a read-only PDF file.

Upon submission, this file will be transmitted to the Grantor without any data loss.

-10b - WW2206-401 Fed Section for Contract.pdf



July 3, 2024

U.S. Environmental Protection Agency
Attn: Jillian Bletz, MPP/MBA Project Officer
Region 9, Water Division, State & Municipal Infrastructure Section
75 Hawthorne Street, San Francisco, CA 94105
Electronically Submitted to: bletz.jillian@epa.gov

Subject: City of Chandler EPA-CEP-01, CFDA606.202, WW2206 Tumbleweed Aquifer
Storage & Recovery Wells
Build America, Buy America Act (BABA) Waiver Request

Introduction: The City of Chandler is requesting an adjustment period waiver of the requirements of Section 70914(a) of the BIL, pursuant to Section 70914(b)(1). The design contract for this project was initiated prior to May 14, 2022, as shown in the attached supporting documents.

Project Description: The project involves the installation of two new ASR Wells (ASR-11 and ASR-12) to a maximum depth of 430 feet below ground level, associated conveyance piping and reclaimed water transmission line infrastructure to increase the recovery capacity of the existing Tumbleweed USF, as well as to provide the City of Chandler with additional recovered water capacity during periods of peak reclaimed water demand.

Summary: Based on the attached documentation showing proof of design / coordination of the project predating May 14, 2022, we are respectfully requesting a BABA waiver for this project. We have included supplemental information as previously requested and listed below:

- City Request for Qualifications
- Wilson Engineers' Statement of Qualifications
- City Council Memorandum
- Draft Specifications Table of Contents to list all the materials / equipment included in the project.
- Draft description of significant manufactured products (up to 10)

If you have any additional questions, please feel free to contact me.

Mailing Address

Mail Stop 407
P.O. Box 4008
Chandler, AZ 85244-4008

Public Works & Utilities

Capital Projects
chandleraz.gov

Location

215 E. Buffalo St.
Chandler, AZ 85225



Regards,

Daniel Haskins

Daniel Haskins

Capital Improvements Division Manager / CIP City Engineer

480-782-3335

Daniel.Haskins@chandleraz.gov

Attached: RFQ – WW2206 Professional Services

Wilson Engineers SOQ Reclaimed Water Conveyance Improvements

WW2206.201 City Council Memorandum

WW2206 Draft Specifications

WW2206 Draft Description of Manufactured Equipment

Copy: Sandy Story, City of Chandler Project Manager

Janece Ray, City of Chandler Contract/Federal Compliance

Elizabeth Borowiec, EPA

Mailing Address

Mail Stop 407
P.O. Box 4008
Chandler, AZ 85244-4008

Public Works & Utilities

Capital Projects
chandleraz.gov

Location

215 E. Buffalo St.
Chandler, AZ 85225



July 3, 2024

U.S. Environmental Protection Agency
Attn: Jillian Bletz, MPP/MBA Project Officer
Region 9, Water Division, State & Municipal Infrastructure Section
75 Hawthorne Street, San Francisco, CA 94105
Electronically Submitted to: bletz.jillian@epa.gov.

Subject: City of Chandler EPA-CEP-01, CFDA606.202, WW2206 Tumbleweed Aquifer Storage & Recovery Wells - Categorical Exclusion and Extraordinary Circumstances Application Request

Introduction: The City of Chandler is requesting a Categorical Exclusion Determination for the WW2206 Tumbleweed Aquifer Storage & Recovery Wells project.

Project Description: The project involves the installation of two new ASR Wells (ASR-11 and ASR-12) to a maximum depth of 430 feet below ground level, associated conveyance piping and reclaimed water transmission line infrastructure to increase the recovery capacity of the existing Tumbleweed USF, as well as to provide the City of Chandler with additional recovered water capacity during periods of peak reclaimed water demand.

Summary: Based on the Consultant's Report (attached), this project is eligible for a Categorical Exclusion pursuant to 40 CFR 6.204(a)(1)(iii). Please see attached document.

If you have any additional questions, please feel free to contact me.

Regards,

Daniel Haskins
Capital Improvements Division Manager/ CIP City Engineer
480-782-3335
Daniel.Haskins@chandleraz.gov

Attached: Categorical Exclusion and Extraordinary Circumstances Review Form

Copy: Sandy Story, City of Chandler Project Manager
Janece Ray, City of Chandler Contract/Federal Compliance
Elizabeth Borowiec, EPA

Mailing Address

Mail Stop 407
P.O. Box 4008
Chandler, AZ 85244-4008

Public Works & Utilities

Capital Projects
chandleraz.gov

Location

215 E. Buffalo St.
Chandler, AZ 85225

Budget Narrative File(s)

* Mandatory Budget Narrative Filename:

Add Mandatory Budget Narrative

Delete Mandatory Budget Narrative

View Mandatory Budget Narrative

To add more Budget Narrative attachments, please use the attachment buttons below.

Add Optional Budget Narrative

Delete Optional Budget Narrative

View Optional Budget Narrative

Name of Applicant: City of Chandler

Point of Contact: Daniel Haskins

Project Title: Reclaimed Water Conveyance – Aquifer Storage and Recovery (ASR) Wells Equipping Cost Estimate

The total estimated construction budget for this project is estimated at \$13,534,000 and is shown on the next page. Funding for this project will be broken out in the Table 1 – Funding Sources shown below.

Table 1 – Funding Sources

Funding Source	Cost
Congressionally Directed Spending – Community Project Funded with Clean Water SRF Appropriations STAG Account Grant	\$3,000,000
City of Chandler Cost Share Amount (Local Funds)	\$750,000
City of Chandler 100% Local Funds	\$9,784,000
Total	\$13,534,000



**Tumbleweed Recharge Facility
ASR Wells No. 11 & 12
30% Cost Estimate
December 12, 2023**



	Total
DIV 1 - General Requirements	\$ 733,321
DIV 2 - Site Work	\$ 1,736,752
DIV 3 - Concrete	\$ 793,940
DIV 4 - Masonry	\$ 92,274
DIV 5 - Metals	\$ 262,031
DIV 7 - Thermal & Moisture	\$ 15,777
DIV 8 - Doors & Windows	\$ 4,651
DIV 9 - Finishes	\$ 76,276
DIV 10 - Specialties	
<i>Vertical Turbine Pumps</i>	\$ 1,137,871
DIV 11 - Equipment	
<i>Pre-Engineered Metal Building</i>	\$ 210,167
DIV 15 - Mechanical	\$ 569,970
<i>DIV 16/17 - Electrical and I&C</i>	\$ 4,043,151
16-Inch Purge Line	\$ 750,000
Total	\$ 10,426,184
General Conditions (22.55%)	\$ 2,351,104
Fee (7.25%)	\$ 755,898
Engineer's Opinion of Probable Cost (30% Design)	\$ 13,534,000