

City Council Regular Meeting

Thursday, September 12, 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, September 12, 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 - Mr. Don Mowzoon, Chandler Community of Baha'i Faith

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.

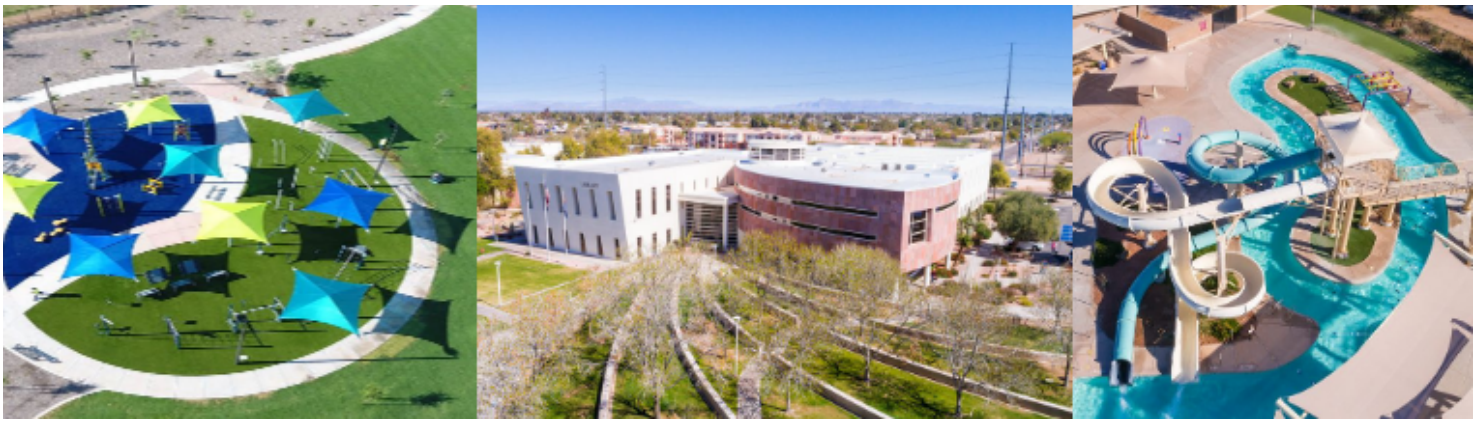
Proposed Motion: Move to approve the Consent Agenda of the September 12, 2024, Regular Meeting, Items 1 - 48.



City Clerk

1. **Boards and Commissions Member Appointments**

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



Community Services

2. **Professional Services Agreement No. PR2206.452, with Dibble CM, LLC, for the Tumbleweed Park Pickleball Complex Construction Management Services**

Move City Council award Professional Services Agreement No. PR2206.452 to Dibble CM, LLC, for the Tumbleweed Park Pickleball Complex Construction Management Services, in an amount not to exceed $482,135.

Council Focus Area(s):

3. **Construction Agreement No. PR2206.401, Change Order No. 1, with Hunter Contracting Co., for the Tumbleweed Park Pickleball Complex**

Move City Council award Construction Agreement No. PR2206.401, Change Order No. 1, to Hunter Contracting Co., in the amount of $8,415,866.94, for the Tumbleweed Park Pickleball Complex.

Council Focus Area(s):

4. **Agreement No. CS4-958-4774, with Artistic Land Management, Inc., BrightView Landscape Services, Inc., Grounds Control, LLC, and West Coast Arborists, Inc., for the Supply and Installation of Trees**

Move City Council approve Agreement No. CS4-958-4774, with Artistic Land Management, Inc., BrightView Landscape Services, Inc., Grounds Control, LLC, and West Coast Arborists, Inc., for the supply and installation of trees, in a combined amount not to exceed $767,000, for a three-year term, September 13, 2024, through September 12, 2027, with the option to extend through June 30, 2028.

Council Focus Area(s):

5. **Agreement No. CS2-595-4335, Amendment No. 3, with Pioneer Landscape Centers, Inc., for Rock, Granite, and Miscellaneous Supplies**

Move City Council approve Agreement No. CS2-595-4335, Amendment No. 3, with Pioneer Landscape Centers, Inc., for rock, granite, and miscellaneous supplies, in an amount not to exceed $795,000, for a one-year period, September 1, 2024, through August 31, 2025.

Council Focus Area(s):



Development Services

6. **Resolution No. 5835, Authorizing a License Agreement between Summit Infrastructure Group, LLC, and the City of Chandler for the Use of Public Property for the Establishment of Class 4 and Class 5 Telecommunications Systems**

Move City Council pass and adopt Resolution No. 5835, authorizing the Mayor to execute the license agreement between Summit Infrastructure Group, LLC, and the City of Chandler for the use of facilities in the city's rights-of-way and public places to establish Class 4 and Class 5 Telecommunications Systems, and authorizing the City Manager or designee to execute other documents as needed to give effect to the agreement.

Council Focus Area(s):

7. **Resolution No. 5834, authorizing an amended and restated license agreement between Teleport Communications of America, LLC, and the City of Chandler for the Use of Public Property for the Establishment of Class 4 and Class 5 Telecommunications Systems**

Move City Council pass and adopt Resolution No. 5834, authorizing the Mayor to execute the amended and restated license agreement between the Teleport Communications of America, LLC, and the City of Chandler for the Use of Facilities in the City's Rights-of-Way and Public Places to Establish Class 4 and Class 5 Telecommunications Systems, and authorizing the City Manager or designee to execute other documents as needed to give effect to the agreement.

Council Focus Area(s): 

8. **Resolution No. 5832, Annexation of Maricopa County Right-of-Way Located on Cooper Road Between Alamosa Drive and Riggs Road**

Move City Council pass and adopt Resolution No. 5832 approving annexation of county right-of-way located on Cooper Road between Alamosa Drive and Riggs Road, contingent upon approval by Maricopa County.

Council Focus Area(s): 

9. **Preliminary Development Plan, PLH23-0065 Magnolia, Located ¼ Mile East of the Northeast Corner of Cooper Road and Riggs Road**

Move City Council approve Preliminary Development Plan PLH23-0065 Magnolia, for single-family housing product to be constructed in a new subdivision, subject to the conditions as recommended by Planning and Zoning Commission.

Council Focus Area(s): 

10. **Preliminary Development Plan, PLH24-0009 Chandler and Cooper Retail - Shops A, Located at the Northwest Corner of Cooper Road and Chandler Boulevard**

Move City Council approve Preliminary Development Plan PLH24-0009 Chandler and Cooper Retail - Shops A, for a new drive-through building, subject to the conditions as recommended by Planning and Zoning Commission.

Council Focus Area(s): 

11. **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**

Move City Council approve Use Permit PLH24-0006 Ponderosa Dispensary, extending the annual time condition allowing the dispensary to operate in conjunction with marijuana cultivation and infusion facility, subject to the conditions recommended by Planning and Zoning Commission.

Council Focus Area(s): 

12. **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**

Move City Council approve Entertainment Use Permit, PLH24-0014 Celoni Hospitality, LLC, DBA Recreo Cantina, to continue to allow live indoor and outdoor entertainment subject to the conditions recommended by Planning and Zoning Commission.

Council Focus Area(s): 

13. **Entertainment Use Permit, PLH22-0056 Tipsy Egg & The Uncommon, 1 E Boston Street, Generally Located ¼ Mile South of the Southeast Corner of Arizona Avenue and Chandler Boulevard**

Move City Council approve Entertainment Use Permit, PLH22-0056 Tipsy Egg & The Uncommon, to continue to allow live indoor and outdoor entertainment subject to the conditions recommended by Planning and Zoning Commission.

Council Focus Area(s): 

14. **Entertainment Use Permit PLH24-0013 Showcase Legends Bar & Grill, 2386 N Alma School Road, Generally Located North of the Northwest Corner of Alma School and Warner Roads**

Move City Council approve Entertainment Use Permit, PLH24-0013 Legends Showcase Bar & Grill, to allow for indoor live entertainment, speakers and television screens subject to the conditions recommended by Planning and Zoning Commission.

Council Focus Area(s): 

15. **Entertainment Use Permit, PLH24-0007 Sawtooth Bar and Grill, 4929 W Ray Road, Generally Located at the Southeast Corner of Ray and Rural Roads**

Move City Council approve Entertainment Use Permit, PLH24-0007 Sawtooth Bar and Grill, to continue to allow live indoor entertainment and entertainment, speakers and television screens, subject to the conditions recommended by Planning and Zoning Commission.

Council Focus Area(s): 

16. **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 (APPLICANT REQUESTS WITHDRAWAL)**

Move City Council withdraw PLH24-0008 Fun Fusion Learning Center, Use Permit to allow residential childcare for up to 10 children in an existing single family home as requested by the applicant.



Facilities and Fleet

17. **Agreement No. BF2-910-4417, Amendment No. 2, for Janitorial Services**

Move City Council approve Agreement No. BF2-910-4417, Amendment No. 2, with Universal Building Maintenance, LLC, DBA Allied Universal Services, for janitorial services, in an amount not to exceed $548,720.28, for the period of one year, beginning June 15, 2024, through June 14, 2025.

Council Focus Area(s):

18. **Purchase of Carpet Installation Services**

Move City Council approve the purchase of carpet installation services for the Sunset Branch Library, from Wholesale Floors, LLC, utilizing the State of Arizona Contract No. CTR072520, in an amount not to exceed $113,529.44.

Council Focus Area(s):

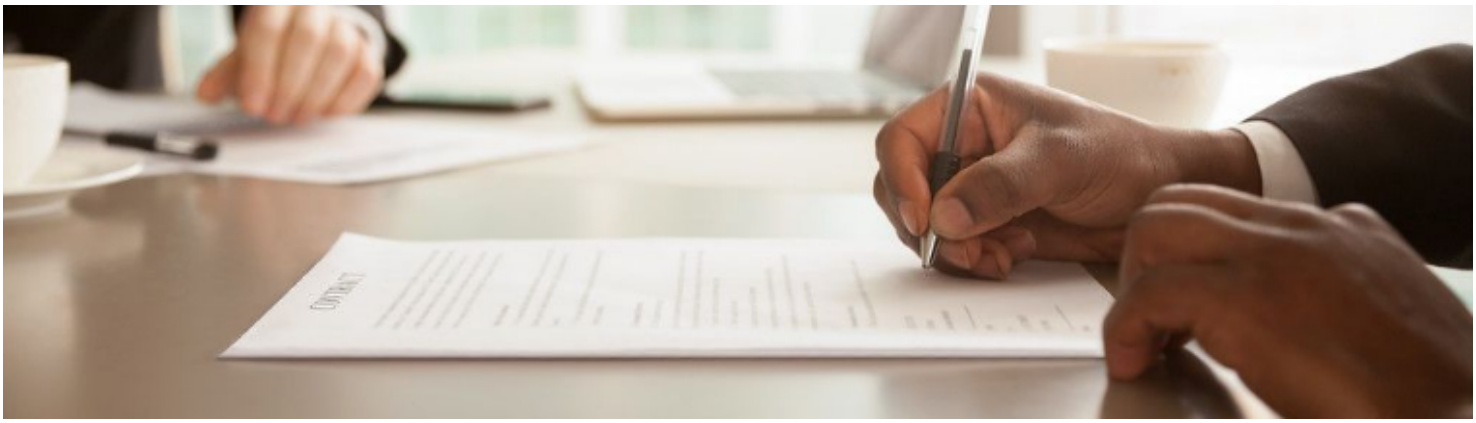


Fire Department

19. **Purchase of Ambulances**

Move City Council approve the purchase of one 2024 Horton 623 Type-I Custom Ambulance, in the amount of $398,638, and authorize the order placement of nine Horton 623 Type-I Custom Ambulances, in the amount of $4,283,653, to be paid upon vehicle delivery in future fiscal years from enterprise funds utilizing future year budget appropriation, from Professional Sales and Service, L.C., utilizing the HGAC Contract No. AM-10-23.

Council Focus Area(s):



Management Services

20. **Resolution No. 5837 Authorizing the Submittal of a $25,000 Pass-Through Indian Gaming Application from AZCEND to Gila River Indian Community**

Move City Council pass and adopt Resolution No. 5837 authorizing the submittal of a $25,000 pass-through Indian Gaming Revenue Sharing Grant Application from AZCEND to the Gila River Indian Community for Nutritious Food Boxes for Low-Income Children and Families.

Council Focus Area(s):

21. **Agreement No. 4481, Amendment No. 1, Financial Advisory Services**

Move City Council approve Agreement No. 4481, Amendment No. 1, with Piper Sandler & Co., for financial advisory services, for a period of two years, beginning July 1, 2024, through June 30, 2026.

Council Focus Area(s):

22. **License Series 12, Restaurant Liquor License Application for Suman Kalyan Chowdary Kadiyala, Agent, SRI Delights, LLC, DBA Panchakattu Indian Cuisine**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 301057, a Series 12, Restaurant Liquor License, for Suman Kalyan Chowdary Kadiyala, Agent, SRI Delights, LLC, DBA Panchakattu Indian Cuisine, located at 5865 W. Ray Road, Suite 6, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 307198.

Council Focus Area(s): 

23. **New License Series 10, Beer and Wine Store Liquor License Application for Camila Alarcon, Agent, Goosies Wine Shop, LLC, DBA Goosies Wine Shop**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 299721, a Series 10, Beer and Wine Store Liquor License, for Camila Alarcon, Agent, Goosies Wine Shop, LLC, DBA Goosies Wine Shop, located at 2050 N. Alma School Road, Suite 4, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 307842.

Council Focus Area(s): 

24. **Liquor License Series 12, Restaurant Liquor License Application for Ysena Marie Pimental, Agent, AY Holdings, LLC, DBA Mexico Magico Restaurant & Cantina**

Move for recommendation to the State Department of Liquor Licenses and Control (DLLC) for approval of the State Liquor Job No. 296469, a Series 12, Restaurant Liquor License, for Ysena Marie Pimental, Agent, AY Holdings, LLC, DBA Mexico Magico Restaurant & Cantina, located at 474 W. Ray Road, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 307875.

Council Focus Area(s): 

25. **Liquor License Series 12, Restaurant Liquor License Application for Carlos Demetrius Howard, Agent, Sneaker Heads Sports Bar, LLC, DBA Sneaker Heads (APPLICANT REQUESTS WITHDRAWAL)**

Move City Council withdraw the application for a Series 12, Restaurant Liquor License for Carlos Demetrius Howard, Agent, Sneaker Heads Sports Bar, LLC, DBA Sneaker Heads, located at 3002 N. Arizona Avenue, Suite 18.

Council Focus Area(s): 

26. **Liquor License Series 12, Restaurant Liquor License Application for Josh Ryan Carstens, Agent, Vero RP, LLC, DBA Vero Chicago Pizza-West Chandler**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 300191, a Series 12, Restaurant Liquor License, for Josh Ryan Carstens, Agent, Vero RP, LLC, DBA Vero Chicago Pizza-West Chandler, located at 2855 W. Ray Road, Suite 5, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 307923.

Council Focus Area(s):

27. **License Series 10, Beer and Wine Store Liquor License Application for Wassim Nazih Suliman, Agent, F & W Gas, LLC, DBA Arco AM PM #42525**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 300299, a Series 10, Beer and Wine Store Liquor License, for Wassim Nazih Suliman, Agent, F & W Gas, LLC, DBA Arco AM PM #42525, located at 1735 S. Cooper Road, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 307677.

Council Focus Area(s):

28. **New Tele-Track Wagering Facility Site for TP Racing, LLLP, DBA Turf Paradise**

Move for recommendation for approval of the application for a Tele-Track Wagering Facility Site license within Trophy Sports+Cards+Spirits, located at 2551 W. Queen Creek Road, Suite 4, for TP Racing, LLLP, DBA Turf Paradise.

Council Focus Area(s):



Mayor and Council

29. **Ordinance No. 5109, Forming a Resident Bond Exploratory Committee**

Move Council pass and adopt Ordinance No. 5109, forming a Resident Bond Exploratory Committee, including a Steering Committee and Subcommittees, to review and identify programs requiring financing and to make recommendations to the Council regarding the use of bond financing.

Council Focus Area(s):



Police Department

30. **Resolution No. 5839, Intergovernmental Agreement with Mesa Unified School District No. 4 for Police Department Security Camera System Emergency Access**

Move City Council adopt Resolution No. 5839, approving an Intergovernmental Agreement granting the Chandler Police Department emergency access to the Mesa Unified School District No. 4 Security Camera System; and authorize the Chief of Police, as designated by the City Manager, to conduct all negotiations and to execute and submit all documents necessary in connection with such an agreement.

Council Focus Area(s):

31. **Agreement No. PD3-200-4510, Amendment No. 3, with FX Tactical, LLC, and Skaggs Companies, Inc., for Police Uniforms**

Move City Council approve Agreement No. PD3-200-4510, Amendment No. 3, with FX Tactical, LLC, and Skaggs Companies, Inc., for police uniforms, in an amount not to exceed $350,000, for a one-year period, September 1, 2024, through August 31, 2025.

Council Focus Area(s):

32. **Purchase of Cloud Conversion and Annual Support and Maintenance Services for the Police Records Management System and Computer Aided Dispatch System**

Move City Council approve the purchase of computer aided dispatch (CAD) and records management system (RMS) annual support and maintenance services, from Versaterm Public Safety, Inc., for a period of three years, beginning August 1, 2024, through July 31, 2027, in an amount not to exceed $533,458 in the first year, and authorize a payment not to exceed $99,250 for the RMS cloud conversion.

Council Focus Area(s):

33. **Purchase of 9-1-1 Call-Handling Equipment for the State of Arizona 9-1-1 System Conversion**

Move City Council approve the purchase of 9-1-1 call-handling equipment, utilizing the State of Arizona Contract No. CTR055782, with AT&T Corp., in an amount not to exceed $1,327,644.57 for Fiscal Years 2024-2025 through 2029-2030, and authorize an appropriation transfer of $536,153 from the General Fund, Non-Departmental, Contingency Account to the General Fund, Police Department, Communications Division, Other Expense Account.

Council Focus Area(s):

34. **Payment to Support the City of Chandler Radio System Infrastructure**

Move City Council approve the payment to the City of Phoenix, in an amount not to exceed $579,849, for the Fiscal Year 2024-25 participation in the Regional Wireless Cooperative (RWC), including operations and maintenance costs, the system upgrade agreement, and narrow banding.

Council Focus Area(s):



Public Works and Utilities

35. **Introduction of Ordinance No. 5106 Granting a Non-Exclusive Power Distribution Easement to Salt River Project Agricultural Improvement and Power District, at No Cost, for Electrical Facilities Relocation Required as Part of the Chandler Heights Road Improvement Project**

Move City Council introduce and tentatively adopt Ordinance No. 5106 granting a non-exclusive power distribution easement to SRP, at no cost, for electrical facilities relocation required as part of the Chandler Heights Road Improvement Project.

Council Focus Area(s): 

36. **Resolution No. 5833 Authorizing a Grant Application for, and Acceptance of Grant Funds from, the Community Grants Program Administered by the U.S. Environmental Protection Agency (EPA) in the Amount of $3,000,000**

Move City Council pass and adopt Resolution No. 5833 authorizing a grant application for, and acceptance of grant funds from, the Community Grants Program Administered by the U.S. EPA in the amount of $3,000,000.

Council Focus Area(s): 

37. **Agreement No. 4800, with Ferguson Enterprises, LLC, for the Advanced Metering Infrastructure Project**

Move City Council approve Agreement No. 4800, with Ferguson Enterprises, LLC, for the AMI project, in an amount not to exceed $14,000,000.

Council Focus Area(s): 

38. **Job Order Project Agreement No. WA2403.401, with WaCo, LLC, dba WaCo Contracting, Pursuant to Job Order Master Agreement No. JOC2418.401, for the Small Water Valve Replacements**

Move City Council award Job Order Project Agreement No. WA2403.401, to WaCo, LLC, dba WaCo Contracting, pursuant to Job Order Master Agreement No. JOC2418.401, for the Small Water Valve Replacements, in an amount not to exceed $1,800,847.17.

Council Focus Area(s): 

39. **Professional Services Agreement No. WA2403.451, with Sunrise Engineering, LLC, for the Small Water Valve Replacements Construction Management Services**

Move City Council award Professional Services Agreement No. WA2403.451, to Sunrise Engineering, LLC, for the Small Water Valve Replacements Construction Management Services, in an amount not to exceed $272,814.

Council Focus Area(s): 

40. **Professional Services Agreement No. WW2401.201, Amendment No. 1, with Wilson Engineers, LLC., for the Water Reclamation Facility Improvements Phase 3 Design Services**

Move City Council award Professional Services Agreement No. WW2401.201, Amendment No. 1, to Wilson Engineers, LLC., for the Water Reclamation Facility Improvements Phase 3 Design Services, in the amount of $1,027,795.60.

Council Focus Area(s):

41. **Professional Services Agreement No. ST1614.451, Amendment No. 4, with Ritoch-Powell & Associates Consulting Engineers, Inc., for the Chandler Heights Road Improvements (McQueen Road to Gilbert Road) Construction Management Services**

Move City Council award Professional Services Agreement No. ST1614.451, Amendment No. 4, to Ritoch-Powell & Associates Consulting Engineers, Inc., for the Chandler Heights Road Improvements (McQueen Road to Gilbert Road) Construction Management Services, increasing the contract limit by $288,991.78.

Council Focus Area(s):

42. **Agreement No. 4521, Amendment No. 2, Supervisory Control and Data Acquisition (SCADA) Maintenance Services**

Move City Council approve Agreement No. 4521, Amendment No. 2, with Schneider Electric Systems USA, Inc., for the sole source purchase of SCADA maintenance services, in an amount not to exceed $146,102, for the period of one year, July 1, 2024, through June 30, 2025.

Council Focus Area(s):

43. **Purchase of Pavement Maintenance Materials**

Move City Council approve the purchase of pavement maintenance materials, from Pavement Restoration, Inc., utilizing Pinal County Contract No. 240328, in an amount not to exceed $306,801.

Council Focus Area(s):

44. **Purchase of Water Maintenance Basin Recoating Services**

Move City Council approve the purchase of water maintenance piping recoating services, from Joseph Painting Company, Inc., dba JPCI Services, utilizing Town of Gilbert Agreement No. 321000003, in an amount not to exceed $223,000.

Council Focus Area(s):

45. **Purchase of Valve Truck**

Move City Council approve the purchase of a 2024 Ford F550 Valve Truck, from San Tan Ford, utilizing State of Arizona Contract No.CTR059323, in the amount of $227,047.81.

Council Focus Area(s):

46. **Purchase of Streetlights, Signals, and Intelligent Transportation Systems Components**

Move City Council approve the purchase of streetlights, signals, and ITS components, from CS Construction, Inc., utilizing Town of Gilbert Contract No. 323000238, in an amount not to exceed $460,000.

Council Focus Area(s):

47. **Purchase of Traffic Signal Poles and Components**

Move City Council approve the purchase of traffic signal poles and components, from Solar Traffic Controls, LLC, utilizing Maricopa County Agreement No. 200125-C, in an amount not to exceed $150,000.

Council Focus Area(s):

48. **Purchase of Refrigerated Liquid Carbon Dioxide**

Move City Council approve the purchase of refrigerated liquid carbon dioxide, from Reliant Gases, Ltd., utilizing City of Glendale Contract No. C20-0792, in an amount not to exceed $300,000.

Council Focus Area(s):

Informational

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

50. **Contracts and Agreements Administratively Approved, Month of August 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 City Clerk's Office Memo No. N/A

Date:	September 12, 2024
To:	Vice Mayor and City Council
From:	Mayor Kevin Hartke
Subject:	Boards and Commissions Member Appointments

Proposed Motion:

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

Resident Bond Exploratory Committees

Resident Bond Exploratory Steering Committee - Appoint:

Jay Tibshraeny, Chair
Garry Hays
Kari Zurn
Nina Mullins
Rick Heumann
Trinity Donovan
Craig Gilbert

Bond Exploratory Subcommittees

Bond Parks and Recreation Subcommittee - Appoint:

Nina Mullins, Chair
Jake Arians
Peppur Chambers
David Gonzalez
Jeggy Krishnamurthy
Paula McCall
Mikayla Qian

Bond Public Works Subcommittee - Appoint:

Rick Heumann, Chair

Chris Dobson
Jennifer Hawkins
Terri Kimble
Spike Lawrence
Duane Lidman
Heidi Paakkonen

Bond Public Safety Subcommittee - Appoint:
Trinity Donovan, Chair
Bill Crawford
Shannon Portillo
Cicely Rocha-Miller
Charles Schinke
Mike Simon
Nora Ellen

Bond Facilities, Technology and Sustainability Subcommittee - Appoint:
Craig Gilbert, Chair
Aarthi D'Costa
Rachna Nath
Ed Hines
AJ Kurdoglu
Erica Maxwell
Larry Rother

Domestic Violence Commission
Appoint Jaime Fernandez as primary

Attachments

Domestic Violence Commission Jaime Fernandez

Webform Submission From: Application for Chandler Boards and Commissions

City of Chandler [redacted]
Thu 5/9/2024 10:45 AM
[redacted]

Submitted on Thu, 05/09/2024 - 10:42 AM

Submitted by: Anonymous

Submitted values are:

Contact Information

Select the board(s) that you wish to be considered for

Selection 1
Domestic Violence Commission

Selection 2
Domestic Violence Commission

Selection 3
Domestic Violence Commission

Name
Jaime Fernandez

Phone
[redacted]

Email
[redacted]

Address
[redacted]
Phoenix, Arizona. 85225

Profession
Senior Branch Director

Employer
BGCAZ

How many years have you lived in Chandler
20

Are you registered to vote?
Yes

Boards and Commissions Info

Professional Experience
BGCAZ 8 plus years

Board/Committee Experience
NA

Briefly explain why you would like to serve on the board / commission
I want to be involved in making an impact on our communities and for our future generations.

Referred By
Katie Cain, Gretchen Long

Please check the box to the left to indicate that you have read the above statement.
Yes

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

CHANDLER arizona
Community of Innovation

City Council Memorandum Community Services Memo No. CP25-023

Date: September 12, 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: Rachel Marx, Engineer
Subject: Professional Services Agreement No. PR2206.452, with Dibble CM, LLC, for the Tumbleweed Park Pickleball Complex Construction Management Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. PR2206.452 to Dibble CM, LLC, for the Tumbleweed Park Pickleball Complex Construction Management Services, in an amount not to exceed $482,135.

Background/Discussion:

In response to the increasing popularity of pickleball and the enthusiasm of Chandler residents for the sport, the City Council in October 2023 approved the design of a new pickleball complex at Tumbleweed Park, located at the southeast corner of Germann Road and Pioneer Parkway. The project includes eighteen (18) pickleball courts and accompanying lighting, shade ramadas, restrooms, practice areas, lighting, equipment storage, drinking fountains, and parking, as well as the design of an additional three (3) tennis courts and accompanying lighting updates at the adjacent Chandler Tennis Center. Final design for this project is near completion, with construction anticipated to begin in October 2024.

This agreement scope of work consists of construction management tasks including, but not limited to, conducting weekly construction meetings, review of shop drawings, answering Requests for Information and evaluating Field Directives, material certification, and the keeping of allowance logs and other construction records. Public outreach, such as the maintenance of the project

website, a 24-hour bilingual hotline, public weekly email updates, and acting as a liaison between adjacent property owners and the City, is also included in this scope. The agreement completion time is 545 calendar days following Notice to Proceed.

A related Construction Agreement with Hunter Contracting Co. is also scheduled for this City Council meeting.

Evaluation:

The selection process was conducted in accordance with city policy and procedure and state law. This project is being performed under the On-Call Consultant Pre-Qualified List for Construction Management Services. Staff recommends approval of this agreement with Dibble CM, LLC, based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact

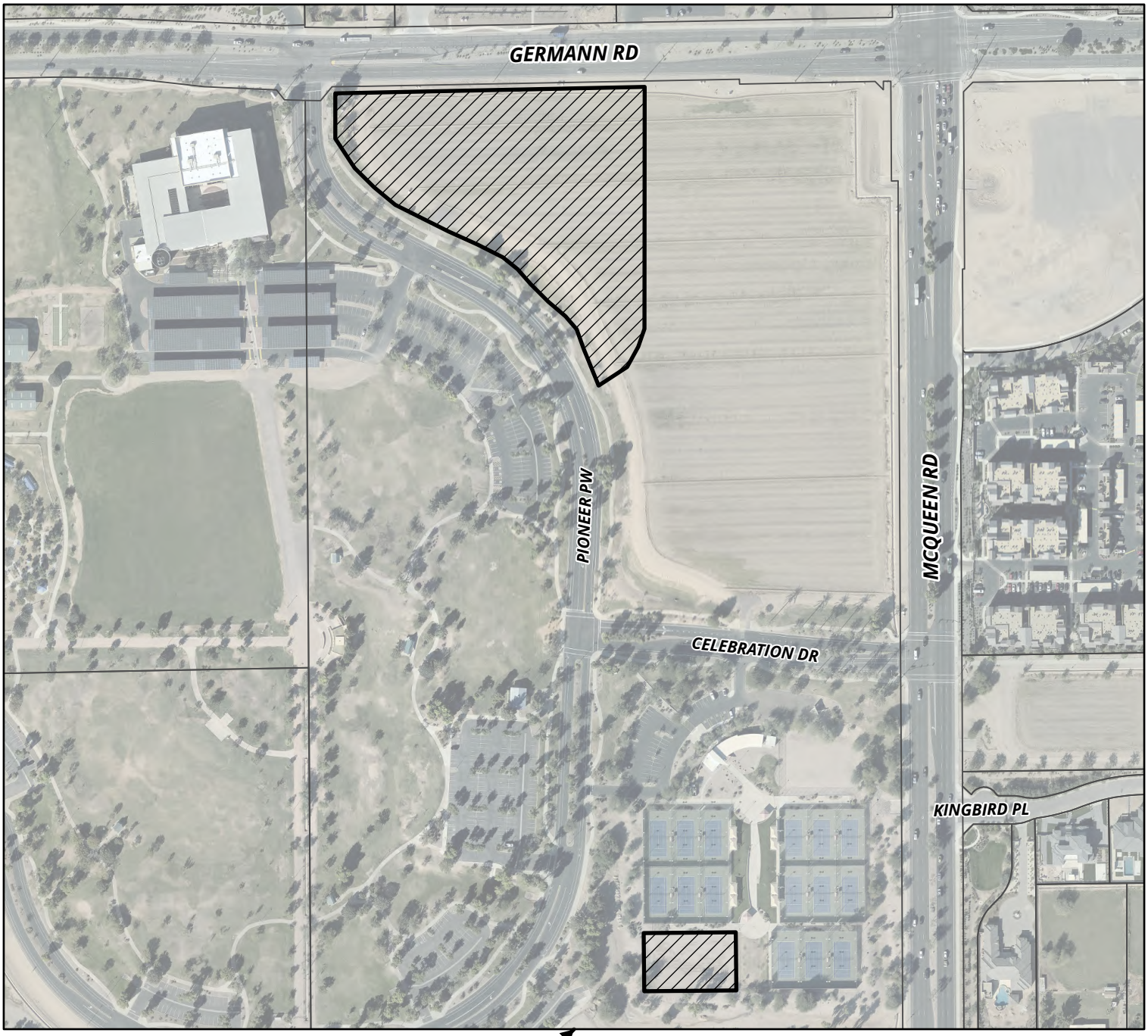
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
420.4580.6611.6PR044	Park G.O. Bonds (420)	Tumbleweed Regional Park	$482,135.00	Y

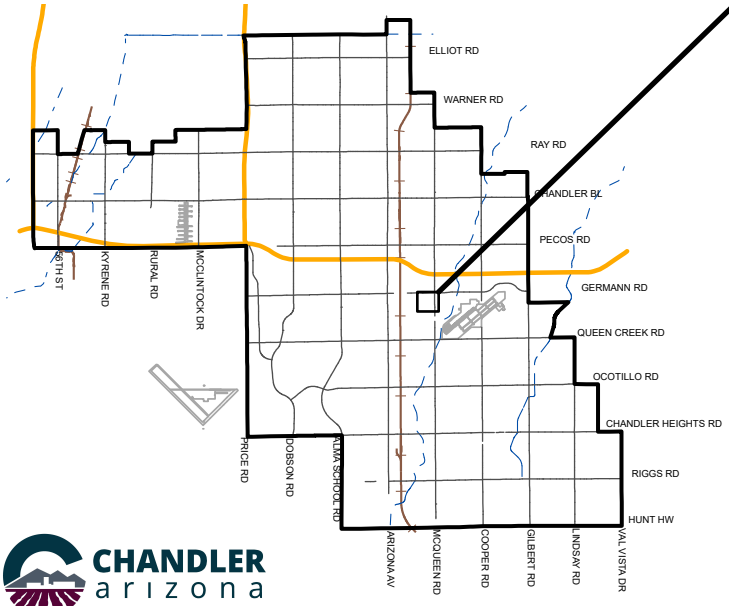
Attachments

Location Map

Conceptual Master Plan

Agreement





PR2206.452
PICKLEBALL COURTS AT TUMBLEWEED PARK - LOCATION MAP

MEMO NO. CP25-023

PROJECT AREAS

CHANDLER arizona

NTS

ChanGIS

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NE PICKLEBALL COURTS | SITE PLAN

REVISED | SEPTEMBER 2023



SITE PLAN ENLARGEMENT

Dig Studio

CHANDLER arizona

PROFESSIONAL SERVICES AGREEMENT
Construction Management Services
PICKLEBALL COURTS AT TUMBLEWEED PARK
Project No. PR2206.452
Council Date: September 12, 2024

This Agreement ("Agreement") is made and entered into on the _____ day of_____, 2024 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Dibble CM, LLC**, a Delaware limited liability company, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide **Construction Management Services** for **Pickleball Courts at Tumbleweed Park** 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 **545** 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 **$482,135** 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:**	Dibble CM, LLC
	Mailing Address:	3020 E. Camelback Rd., Suite 201, Phoenix, AZ 85016
	Physical Address:	3020 E. Camelback Rd., Suite 201, Phoenix, AZ 85016
	Statutory Agent Name:	KC Brandon
	Statutory Agent Mailing Address:	3020 E. Camelback Rd., Suite 201 Phoenix, AZ 85016
	Statutory Agent Physical Address:	3020 E. Camelback Rd., Suite 201 Phoenix, AZ 85016
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	KC Brandon
	Title:	President
	Phone:	602-957-3936
	Email:	kcbrandon@dibblecm.com

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final Agreement payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its Agreements with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or

the appropriate federal agency, has access to the subconsultants' records to verify the accuracy of all cost and pricing data. City reserves the right to decrease Agreement price or payments made on this Agreement or request reimbursement from Consultant following final payment on this Agreement if the above provision is not included in subconsultant agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

5.3 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by City. However, before any modified work is started, a written amendment must be approved and executed by City and Consultant. Such amendment must not be effective until approved by City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to Consultant may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra services or materials furnished by Consultant will be allowed by City except as provided herein, nor must Consultant do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by Consultant without prior written authorization will be at Consultant's own risk, cost, and expense, and Consultant hereby agrees that without written authorization Consultant will make no claim for compensation for such work or materials furnished.

5.4 Termination. City and Consultant hereby agree to the full performance of the covenants contained herein, except that City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by Consultant. In the event City abandons or suspends the services, or any part of the services as provided in this Agreement, City will notify Consultant in writing and immediately after receiving such notice, Consultant must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, Consultant must deliver to City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by City. Consultant must appraise the work Consultant has completed and submit Consultant's appraisal to City for evaluation. City may inspect Consultant's work to appraise the work completed. Consultant will receive compensation in full for services performed to the date of such termination. The fee will be paid in accordance with Section Ill of this Agreement, and as mutually agreed upon by Consultant and City. If there is no mutual agreement on payment, the final determination will be made in accordance with the "Disputes" provision in this Agreement. However, in no event may the fee exceed the fee set forth in Section Ill of this Agreement nor as amended in accordance with Section "Alteration in Character of Work." City will make the final payment within 60 days after Consultant has delivered the last of the partially completed items and the Parties agree on the final fee. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding an Agreement to any consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees Consultant and each subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Consultant's or subconsultant's employee who provides services under this Agreement to ensure that Consultant and subconsultants comply with the warranty under this provision.

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

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

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

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential conflicts of interest, Consultant must provide written notice to City, as set forth in this Section, of any work or services performed by Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Consultant for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent in accordance with Section 6.7 above. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City; or (c) using data to produce income for Consultant or its employees independently of performing the services under this Agreement, without the prior written consent of City. Consultant represents that except for those persons, entities, and projects identified to City, the services performed by Consultant under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other Agreement with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession

and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

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

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

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

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

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

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject

matter is merged and superseded.

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

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

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

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

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

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

Exhibit A - Scope of Services / Schedule
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Subconsultant Documents with Consultant (if applicable)
Exhibit F - Federal Requirements (if applicable)

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

5.39 Non-Discrimination and Anti-Harassment Laws. Consultant must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

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

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

5.42 Cooperative Purchasing Agreement (S.A.V.E. – Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

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

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

5.45 License to City for Reasonable Use. With this Agreement, Consultant and its subconsultants hereby grant a license to City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works.

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

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

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONSULTANT"
DIBBLE CM, LLC

KC Brandon 8/13/2024

Signature Date

KC Brandon

Print Name

President

Title

kcbrandon@dibblecm.com

Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

DIBBLECM

EXHIBIT "A"

CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
PR2206.452 Tumbleweed Park Pickleball

PROJECT TASKS

1. PRE-CONSTRUCTION ASSISTANCE

A. Task 1.1 Preconstruction Assistance

i. Consultant must attend the pre-construction meeting.

ii. Consultant must attend the pre-construction public meeting.

iii. Consultant must attend coordination meeting with the Public Outreach Consultant to review improvements and properties requiring specific outreach efforts.

2. CONSTRUCTION MANAGEMENT

A. Task 2.1 Weekly Construction Meetings

i. Consultant must conduct weekly construction meetings. Each meeting includes agenda and minutes; Request for Information (RFI); Shop Drawing; Request for Information (RFI); Field Directive (FD); Material Certification; and Allowance Logs. Consultant assumes 56 weekly meetings will be held.

B. Task 2.2 CPM Schedule

i. Consultant must review and evaluate Contractor's initial CPM schedule and provide recommendations for acceptance.

ii. Consultant must review Contractor's monthly CPM schedule updates submitted with each payment application, identify CPM tasks behind schedule that may affect critical path items, project substantial and final completion dates and initiate correspondence to City regarding those tasks. Consultant assumes 13 reviews of updated CPM schedule.

C. Task 2.3 Requests for Information (RFI's)

i. Consultant must review, evaluate, and respond to Contractor Requests for Information (RFI's); and prepare and maintain a submittal log of all RFI's. Consultant assumes a maximum of 20 RFI responses.

D. Task 2.4 Shop Drawing Submittals

i. Consultant must review, evaluate, and respond to Contractor shop drawing submittals; and prepare and maintain a submittal log of all shop drawing submittals. Consultant assumes a maximum of 50 reviews.

E. Task 2.5 Requests for Proposal (RFP)

i. Consultant must prepare Requests for Proposal (RFP) documents detailing requested additional work tasks; review and evaluate Contractor RFP responses (cost derivations) with approval recommendations; and prepare and maintain a submittal log list of all RFP's. Consultant assumes 15 RFPs.

F. Task 2.6 Field Directives (FD's)

i. Consultant must prepare Field Directive (FD) documents detailing requested additional work tasks; review and evaluate Contractor FD responses with approval recommendations; and prepare and maintain a submittal log list of all FD's. Consultant assumes 15 FD's.

G. Task 2.7 Contractor Payment Applications

i. Consultant must review and evaluate Contractor monthly payment applications and make recommendation for payment; maintain a weekly record of constructed pay quantities and compile monthly totals; and coordinate payment application with the City quantity report and the inspectors' daily logs. Consultant assumes a maximum of 13 payment applications, with 2 reviews each.

H. Task 2.8 Public Outreach = N/A

i. Consultant must provide public outreach services, whether by Consultant or subconsultant. Tasks will include: create and maintain project website; maintain a 24-hour bilingual project hotline to respond to inquiries, complaints and maintain a call log; public weekly email updates; public interactions with property owners as a liaison between property owners and the City; coordination meetings; project meetings; public meeting coordination; federal funds required partnering process (project team partnering meeting, maintaining status).

3. CONSTRUCTION INSPECTION

A. Task 3.1 Inspection Services

i. Consultant must provide weekly construction inspection to verify materials and installations conform to construction documents; prepare daily inspection reports documenting Contractor construction activities and progress during field inspection visits; and perform intermittent erosion control inspections. Consultant assumes 1 inspector full time 40 hrs. per week for 13 months. Consultant also assumes a total of 80 hrs. of overtime.

B. Task 3.2 Landscape / Irrigation Inspection Services = N/A

i. Consultant must provide Irrigation system layout and installation observations; attend and observe irrigation system pressure tests; and attend a nursery visit to tag and inspect plant material. Consultant assumes site visits.

C. Task 3.3 Project Closeout

i. Consultant must compile non-conformance list prior to Substantial Completion; schedule and conduct Substantial Completion inspection; prepare Substantial Completion punch list generated from Substantial Completion inspection; track items on punch list and note completed items; and complete and distribute Substantial Completion certificates.

ii. Consultant must schedule and conduct Final Completion inspection; and complete and distribute Final Completion certificates.

4. UTILITY COORDINATION

A. Task 4.1 Utility Coordination =N/A

i. Consultant must complete Acceptance of Construction (AOC) applications and submit to MCESD for reclaimed water booster pump and potable water/sewer improvements.

5. MATERIALS TESTING =N/A

A. Task 5.1 Quality Control (QC) Test Program

i. Consultant must review and verify Contractor's Quality Control material test type and frequencies are consistent with City and MAG; review and evaluate Contractor's QC test schedule and provide recommendations on acceptance; and review and evaluate all Contractor sampling, test, and inspection results for conformance with construction documents.

B. Task 5.2 Quality Assurance (QA) Test Program

i. Consultant must prepare and maintain a materials Quality Assurance plan per City and MAG.

ii. Consultant must coordinate with Contractor's testing representative to obtain required QA tests and sample; complete sampling and compaction testing of subgrade (including lime-stabilized subgrade base), aggregate base and asphalt concrete materials in new asphalt concrete pavement areas; complete sampling and compaction testing of subgrade, aggregate base (where required) and concrete for new curbs, gutters, sidewalks and concrete pavement and structures; and complete sampling and compaction testing of backfill for new irrigation, sewer, water, storm drain pipe, and dry utilities.

6. RECORD DRAWINGS

A. **Task 6.1 Record Drawings**

i. Review and monitor Contractor's weekly updates on red-line drawing set.

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

1. Application fees for City reviews and permits will be paid by CITY.
2. The Owner's Allowance will only be utilized with prior written approval from the City representative.
3. The Direct Expense Allowance will be used for normal reimbursable expenses on the project. Items must be billed at cost and backup must be provided with pay applications.

EXHIBIT "B"
COMPENSATION AND FEES

DIBBLECM

EXHIBIT "B"
CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
FEE SCHEDULE
PR2206.452 Tumbleweed Park Pickleball

Task	Description	Cost
1	**PRE-CONSTRUCTION ASSISTANCE**	
1.1	Pre-Construction Assistance	$ -
	SUBTOTAL TASK 1:	**$ -**
2	**CONSTRUCTION MANAGEMENT**	
2.1	Weekly Construction Meetings	$ 29,500.00
2.2	CPM Schedule	$ 4,950.00
2.3	Requests for Information (RFI)	$ 19,800.00
2.4	Shop Drawing Submittals	$ 32,600.00
2.5	Requests for Proposal (RFP)	$ 13,200.00
2.6	Field Directive (FD)	$ 9,700.00
2.7	Contractor Payment Applications	$ 11,925.00
2.8	Public Outreach	$ -
	SUBTOTAL TASK 2:	**$ 121,675.00**
3	**CONSTRUCTION INSPECTION**	
3.1	Inspection Services	$ 322,560.00
3.2	Landscape/Irrigation Inspection Services (IF APPLICABLE)	$ -
3.3	Project Closeout	$ 13,200.00
	SUBTOTAL TASK 3:	**$ 335,760.00**
4	**UTILITY COORDINATION**	
4.1	Utility Coordination	$ -
	SUBTOTAL TASK 4:	**$ -**
5	**MATERIALS TESTING**	
5.1	QC Test Program	$ -
5.2	QA Test Program	$ -
	SUBTOTAL TASK 5:	**$ -**
6	**RECORD DRAWINGS**	
6.1	Record Drawings	$ 9,700.00

SUBTOTAL TASK 6:	**$ 9,700.00**
SUBCONSULTANTS	
Subconsultant Name	$ -
Subconsultant Name	$ -
Subconsultant Name	$ -
Subconsultant Name	$ -
SUBTOTAL SUBCONSULTANTS:	**$ -**
ALLOWANCES	
Direct Expense Allowance	$ -
Owner's Allowance	$ 15,000.00
SUBTOTAL ALLOWANCES:	**$ 15,000.00**
PROJECT TOTAL:	**$ 482,135.00**

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

1.1 At the same time as execution of this Agreement, Consultant must furnish City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.

1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

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

1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.

1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written Agreement with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past

completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

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

2.3 *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Consultant must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Consultant owned, hired, and non-owned vehicles assigned to or used in the performance of Consultant's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.4 *Workers Compensation and Employers Liability Insurance:* Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

3. Additional Policy Provisions Required.

3.1 *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by City. If not approved, City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to City, its officers, officials, agents, employees, and volunteers.

3.1.1. Consultant's insurance must contain broad form contractual liability coverage.

3.1.2. Consultant's insurance coverage must be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees will be in excess of the coverage provided by Consultant and must not contribute to it.

3.1.3. Consultant's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City. (Does not apply to Professional Liability coverage.)

3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3-year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Agreement.*

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

3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

3.3 City as Additional Insured. The policies are to contain, or be endorsed to contain, the following provisions:

3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.

3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT “D”
SPECIAL CONDITIONS

N/A

EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

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

N/A

EXHIBIT “F”
FEDERAL REQUIREMENTS

N/A

CHANDLER arizona
Community of Innovation

City Council Memorandum Community Services Memo No. CP25-021

Date: September 12, 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 Improvements Division Manager

From: Rachel Marx, Engineer
Subject: Construction Agreement No. PR2206.401, Change Order No. 1, with Hunter Contracting Co., for the Tumbleweed Park Pickleball Complex

---

Proposed Motion:

Move City Council award Construction Agreement No. PR2206.401, Change Order No. 1, to Hunter Contracting Co., in the amount of $8,415,866.94, for the Tumbleweed Park Pickleball Complex.

Background/Discussion:

In response to the increasing popularity of pickleball and the enthusiasm of Chandler residents for the sport, the City Council in October 2023 approved the design of a new pickleball complex at Tumbleweed Park, located at the southeast corner of Germann Road and Pioneer Parkway.

On July 18, 2024, City Council awarded Construction Agreement No. PR2206.401 (GMP 1) to Hunter Contracting Co. for the procurement of long-lead construction materials or other items at risk of significant cost escalation including shade ramadas, electrical equipment, masonry, structural steel, sewer/water/storm drain pipe, and lighting poles/fixtures.

This planned Change Order No. 1 (GMP 2) scope of work includes the construction of eighteen (18) pickleball courts and accompanying lighting, shade ramadas, restrooms, practice areas, lighting, equipment storage, drinking fountains, and parking, as well as the design of an additional three (3) tennis

courts and accompanying lighting updates at the adjacent Chandler Tennis Center. An additional 150 calendar days has been added for a revised total of 515 calendar days to final completion, following the Notice To Proceed.

A related professional services agreement with Dibble CM, LLC, for construction management services is also scheduled for this City Council meeting.

Evaluation:

Staff reviewed the scope of work, billing rates, and total fee for the Change Order No. 1 and determined them to be reasonable.

Financial Implications:

Original Contract: $1,776,697.99 (long-lead items)
Change Order No. 1 $8,415,866.94 (construction)

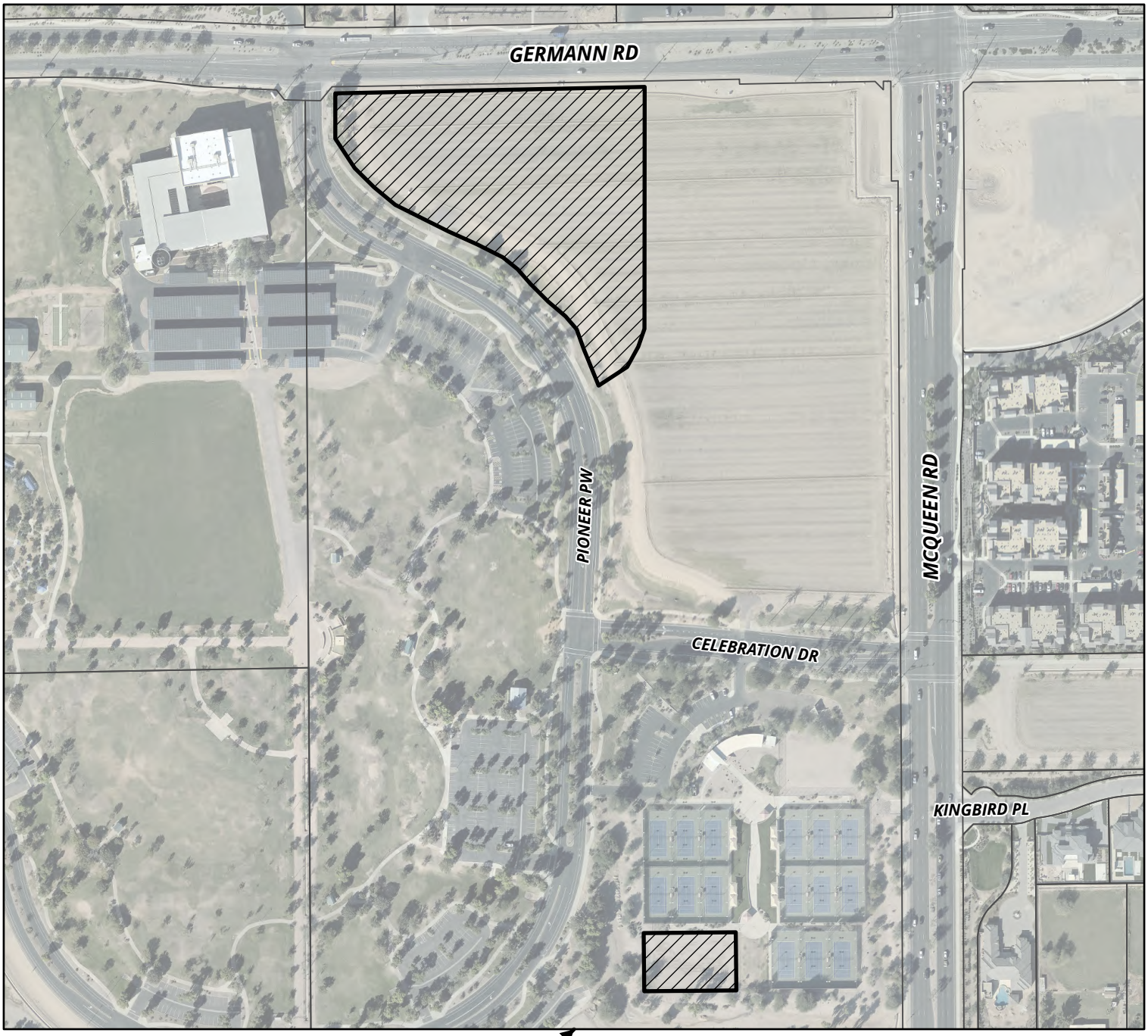
Revised Agreement Amount $10,192,564.93

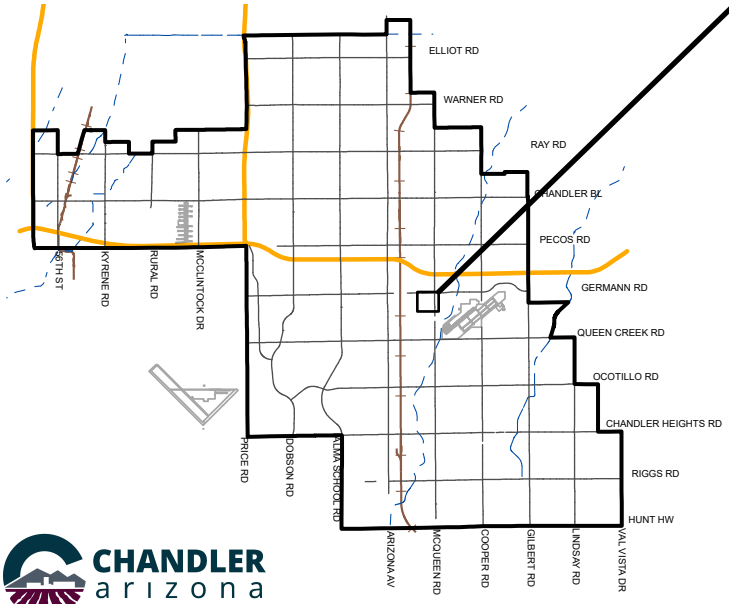
Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
420.4580.6611.6PR044	Park G.O. Bonds (420)	Tumbleweed Regional Park	$8,415,866.94	Y

Attachments

Location Map
Conceptual Master Plan
Agreement





PR2206.401 CO NO. 1 PICKLEBALL COURTS AT TUMBLEWEED PARK - LOCATION MAP

MEMO NO. CP25-021

PROJECT AREAS

CHANDLER arizona

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Capital Projects\2025\CP25-021\CP25-021.aprx 8/2/2024 RandyE

NE PICKLEBALL COURTS | SITE PLAN

REVISED | SEPTEMBER 2023



SITE PLAN ENLARGEMENT

Dig Studio

CHANDLER arizona

CHANDLER arizona
Community of Innovation

CHANGE ORDER NO. 1

DATE August 5, 2024

This Change Order No. 1 ("Change Order No. 1") to the construction services agreement is made by and between the City of Chandler, an Arizona municipal corporation, ("City") and Hunter Contracting Co. ("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: **Pickleball Courts at Tumbleweed Park GMP 2**

Project No.: **PR2206.401**

User Dept.: Community Services Department NTP Date: 7/22/2024

TO: **Hunter Contracting Co.** (CONTRACTOR)

701 N. Cooper Rd., Gilbert, AZ 85233 (Mailing Address)

michaelg@huntercontracting.com (Email Address)

Contractor must make the following changes to this Agreement:
This Change Order No. 1 is for GMP 2 Construction Services as described in Exhibit "A", which is attached to and made a part of this Agreement by this reference. GMP 1 was approved by City Council on July 18, 2024, for the purpose of ordering long-lead construction materials.

Amendment authorized by Owner name: Mickey Ohland & Kurt Hoffman **Date:** 8/5/24

Original Agreement amount:	$1,776,697.99
Previous Change Order total:	n/a
Last Agreement amount approved by Council:	$1,776,697.99
This Change Order:	$8,415,866.94
This Change Order + previous Change Order(s) not approved by Council total:	$8,415,866.94
Revised Agreement total:	$10,192,564.93

Council Approval Required (yes indicates approval required)	**Yes**	**No**
Change Order(s) total over $100,000:	☒	☐

Agreement Time	
Agreement time prior to this Change Order (including previous change order(s):	365 Calendar Days
Net change resulting from this Change Order:	180 Calendar Days
Revised Agreement time (including this Change Order):	545 Calendar Days

Council Approval (if applicable)

Council Approval Date: September 12, 2024

THE ABOVE IS AGREED TO BY:

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney JMB

ATTEST:

City Clerk Seal

"CONTRACTOR"
HUNTER CONTRACTING CO.

Signature 8-16-2024
Date

Chuck English
Print Name

President
Title

chucke@hunterContracting.com
Signer Email Address

C: Owner / Project Mgr

EXHIBIT "A"

Pickleball Courts at Tumbleweed Park

GMP 2 @ 100% Plans rev2

Project No: PR2206.401

Submitted: July 31, 2024

Hunter CONTRACTING CO.
701 N. Cooper Rd.
Gilbert, AZ 85233
Phone: 480-892-0521
Fax: 480-892-4932

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PROJECT DESCRIPTION

This project includes construction services for 18 standard post-tensioned concrete pickleball courts and accompanying amenities including but not limited to: parking lot with approximately 130 spaces, sidewalk, landscape, irrigation, restroom, equipment storage, lighting, benches, practice areas, and shade canopies. Construction also includes 3 standard post-tensioned concrete tennis courts at the Chandler Tennis Center.

Tumbleweed Park is in the square mile bordered by Germann, McQueen, and Queen Creek Roads, and Arizona Avenue, Chandler, Arizona. The pickleball portion of the project is located at the southeast corner of Germann Rd and Pioneer Parkway. The tennis court portion of the project is located at the Chandler Tennis Center, 2250 S. McQueen Rd

GMP 2 DESCRIPTION

This GMP is for the construction scope which includes all of the labor, equipment, materials, supervision, and subcontractors to construct the infrastructure (grading, drainage, utilities, etc) and site programming; including the pickleball courts, restroom building, parking lots, concrete flatwork, signage, associated fence, site furniture, monument, wayfinding signs and work for the modifications of Pioneer Parkway.

Not included in this scope is any long-lead procurement materials included in GMP 1.

EXHIBIT D

CM @ RISK GMP SUMMARY

Project Name:	Pickleball Courts at Tumbleweed Park	Date:	7/30/2024
Project Location:	Pioneer Pkwy / Germann Rd		
City of Chandler Project No.:	PR2206.401		100% - Project

		GMP 2
A. Cost of Work		
A1 Cost of Work (self perform, no mark-up)		$1,952,179.21
A2 Cost of Work (subcontractors, suppliers, material)		$4,042,454.66
	TOTAL COST OF WORK:	**$5,994,633.87**
B. General Conditions		**$688,847.55**
	SUBTOTAL 1 (Cost of Work) (A + B):	**$6,683,481.42**
C. CM@Risk's Fee	8.50%	**$568,095.92**
	SUBTOTAL 2 (A + B + C):	**$7,251,577.34**
D. Bonds and Insurance (on Subtotal 1)		
D1 Bonds (Payment and Performance)	0.77%	$55,837.15
D2 Insurance	1.00%	$72,515.77
D3 Builders Risk Insurance		$8,459.83
	TOTAL BONDS & INSURANCE:	**$136,812.75**
	SUBTOTAL 3 (SUBTOTAL 2 + BONDS & INS):	**$7,388,390.09**
E. Sales Tax		
E1 Sales Tax	5.07%	$374,591.38
E2 Tax Credits		$0.00
	TOTAL SALES TAX:	**$374,591.38**
F. Approved Allowances		
F1 Owner's Allowance		$0.00
F2 Owner's Allowance for Water and Wastewater		$0.00
	TOTAL ALLOWANCES:	**$0.00**
G. Contingencies		
G1 Owner Contingency		$436,067.93
G2 Project Contingency (Material Escalation & Contractor)		$216,817.55
	TOTAL CONTINGENCIES:	**$652,885.48**
	TOTAL GMP PROPOSAL:	**$8,415,866.94**

Establishment of Values:

a. Cost of Work (A) and Allowances (F) to be submitted with GMP Proposal.

b. General Conditions Cost (B) to be established in Baseline Cost Model.

c. CM@Risk Fee as set forth in Section 3.7.3 of this Contract

Pickleball Courts at Tumbleweed Park **Date: 7/30/24**
Project No. PR2206.401

Schedule of Values					Cost Model - 100%	
Spec No.	Bid Item	Description	Bid Qty	UM	Unit Cost	Total Cost
	1	**REMOVALS & EARTHWORK**	**1**	**EA**	**$ 426,406.14**	**$ 426,406.14**
	1.1	Remove Asphalt Roadway	337	SY	$ 30.01	$ 10,113.37
	1.2	Remove Concrete Curb and Gutter	668	LF	$ 9.35	$ 6,245.80
	1.3	Remove Sidewalk/Driveway	2,148	SF	$ 4.17	$ 8,957.16
	1.4	Clearing & Grubbing	6.25	AC	$ 28,969.98	$ 181,062.38
	1.5	Pre-wet Site	6.25	AC	$ 2,567.39	$ 16,046.19
	1.6	Precompact Ongrade/Fill Areas	25,188	SY	$ 0.56	$ 14,105.28
	1.7	Excavation (Cut to Fill)	3,804	CY	$ 8.37	$ 31,839.48
	1.8	Import	6,477	CY	$ 15.72	$ 101,818.44
	1.9	Site Rough Grade +/- 0.1	29,745	SY	$ 0.64	$ 19,036.80
	1.10	Site Finish Grade (Post Utilities) - Hunter	29,745	SY	$ 1.25	$ 37,181.25
	2	**SEWER**	**1**	**EA**	**$ 85,381.49**	**$ 85,381.49**
	2.1	Remove Cleanout, Connect to Existing	1	EA	$ 1,088.59	$ 1,088.59
	2.2	6" PVC Sewer Line	445	LF	$ 124.93	$ 55,593.85
	2.3	48" Sewer Manhole	1	EA	$ 26,233.60	$ 26,233.60
	2.4	Sewer Cleanout	5	EA	$ 743.09	$ 3,715.45
	2.5	Adjust Sewer Manhole	1	EA	$ 1,000.00	$ 1,000.00
	2.6	Adjust Sewer Cleanout	5	EA	$ 650.00	$ 3,250.00
	2.7	Sewer Pipe Materials	1	LS	$ (5,500.00)	$ (5,500.00)
	3	**WATER**	**1**	**EA**	**$ 61,860.48**	**$ 61,860.48**
	3.1	2" Copper Water Service Line	85	LF	$ 162.82	$ 13,839.70
	3.2	2" Sch. 40 PVC Water Line and Fittings	148	LF	$ 59.78	$ 8,847.44
	3.3	2" Reduce Pressure Backflow Prevention Unit & Cage	1	EA	$ 4,075.61	$ 4,075.61
	3.4	2" Water Meter	1	EA	$ 2,457.21	$ 2,457.21
	3.5	Bore Under Existing Concrete Curb/Sidewalk	4	EA	$ 334.83	$ 1,339.32
	3.6	Remove & Replace Asphalt Roadway	40	SY	$ 212.34	$ 8,493.60
	3.7	2" Copper Water Service Line (drinking fountain, not on plans)	180	LF	$ 162.82	$ 29,307.60
	3.8	Water Pipe Materials	1	LS	$ (6,500.00)	$ (6,500.00)
	4	**STORM DRAIN**	**1**	**EA**	**$ 176,346.57**	**$ 176,346.57**
	4.1	12" HDPE	46	LF	$ 180.12	$ 8,285.52
	4.2	18" HDPE	160	LF	$ 272.74	$ 43,638.40
	4.3	24" HDPE	76	LF	$ 239.73	$ 18,219.48
	4.4	Headwall - MAG 501-1	3	EA	$ 9,018.72	$ 27,056.16
	4.5	Catch Basin - MAG 542-1 Single 3' Wing	2	EA	$ 10,418.39	$ 20,836.78
	4.6	Catch Basin - MAG 542-2 Type I Single 3' Wing	1	EA	$ 10,268.39	$ 10,268.39
	4.7	Trench Drain	287	LF	$ 191.07	$ 54,837.09
	4.8	Drywell System	1	EA	$ 24,829.99	$ 24,829.99
	4.9	Scupper - MAG 206-1	2	EA	$ 11,687.38	$ 23,374.76
	4.10	Storm Drain Materials	1	LS	$ (55,000.00)	$ (55,000.00)
	5	**ELECTRICAL**	**1**	**EA**	**$ 232,996.36**	**$ 232,996.36**
	5.1	800 amp SES	(1)	EA	$ 45,000.00	$ (45,000.00)
	5.2	800 amp SES	1	EA	$ 38,033.15	$ 38,033.15
	5.3	2-4" Sch 40 Trench, Conduit and Wire	130	LF	$ 34.80	$ 4,524.00
	5.4	2-2" Sch 40 Trench, Conduit and Wire per C-104	230	LF	$ 25.06	$ 5,763.80
	5.5	4-2" Sch 40 Trench, Conduit and Wire per C-104	1,530	LF	$ 46.40	$ 70,992.00
	5.6	2-2.5" Sch 40 Trench, Conduit and Wire (to Restroom)	160	LF	$ 41.44	$ 6,630.40
	5.7	Branch Circuitry Trench, Conduit and Wire	1	LS	$ 246,664.31	$ 246,664.31
	5.8	Tie Conduit Sweeps into existing #9 Vault per C-103-1	1	EA	$ 2,784.15	$ 2,784.15
	5.9	#3 Pull Box	5	EA	$ 207.00	$ 1,035.00
	5.10	#7 Pull Box	1	EA	$ 310.50	$ 310.50
	5.11	#7 Vault, C-103-1	3	EA	$ 672.75	$ 2,018.25
	5.12	#9 Vault, C-103-1	1	EA	$ 5,692.50	$ 5,692.50

Schedule of Values			Cost Model - 100%			
Spec No.	Bid Item	Description	Bid Qty	UM	Unit Cost	Total Cost
	5.13	Transformer Pad	1	EA	$ 5,119.11	$ 5,119.11
	5.14	Power Feed & 120V Connections: Drinking Fountain	1	EA	$ 439.88	$ 439.88
	5.15	Lights and Receptacles (Ramada & Shade Structures)	12	EA	$ 1,293.75	$ 15,525.00
	5.16	Light Poles and Fixtures (Pickleball Courts)	1	LS	$ 404,741.93	$ 404,741.93
	5.17	Light Poles and Fixtures (Area and Site Lights)	1	LS	$ 82,722.38	$ 82,722.38
	5.18	Light Pole and Fixture Materials	1	EA	$ (615,000.00)	$ (615,000.00)
	6	**CONCRETE FLATWORK**	**1**	**EA**	**$ 878,695.56**	**$ 878,695.56**
	6.1	Combined Curb & Gutter, MAG Std. Det. 220, Type "A", H=6"	2,164	LF	$ 49.25	$ 106,577.00
	6.2	Ribbon Curb Per MAG Std. 220-1, Type B	135	LF	$ 49.68	$ 6,706.80
	6.3	Roll Curb Per MAG Std. 220, Type D	30	LF	$ 49.63	$ 1,488.90
	6.4	Single Curb, MAG 222 A	444	LF	$ 45.51	$ 20,206.44
	6.5	Single Curb, MAG 222 B	92	LF	$ 45.51	$ 4,186.92
	6.6	Concrete Apron & Valley Gutter, MAG Std. Det. 240	712	SF	$ 19.92	$ 14,183.04
	6.7	Perpendicular Curb Ramp - Detail 4, Sheet C3.1	4	EA	$ 3,760.95	$ 15,043.80
	6.8	Curb Ramp COC C-258 (Double Ramp)	6	EA	$ 10,432.47	$ 62,594.82
	6.9	Concrete Sidewalk Per MAG Std. 230 (5" Thick)	45,036	SF	$ 13.46	$ 606,184.56
	6.10	Landscape Header Curb - 6" x 6"	90	LF	$ 8.32	$ 748.80
	6.11	Artificial Turf Edge	302	LF	$ 51.32	$ 15,498.64
	6.12	Curb Ramp COC C-258 (Germann/Pioneer)	2	EA	$ 12,637.92	$ 25,275.84
	7	**SURFACING**	**1**	**EA**	**$ 287,896.12**	**$ 287,896.12**
	7.1	6" A.B.C. (Parking Lot)	2,526	SY	$ 16.82	$ 42,487.32
	7.2	2" ACSC, 1/2" Mix (EVAC) (Parking Lot)	2,526	SY	$ 18.29	$ 46,200.54
	7.3	8" A.B.C. (Parking Lot)	2,671	SY	$ 18.84	$ 50,321.64
	7.4	3" ACSC, 1/2" Mix (EVAC) (Parking Lot)	2,671	SY	$ 28.02	$ 74,841.42
	7.5	12" A.B.C. (Pioneer Patch)	713	SY	$ 45.14	$ 32,184.82
	7.6	3" ACSC, 1/2" Mix (Pioneer)	713	SY	$ 46.46	$ 33,125.98
	7.7	Striping & Signage	1	EA	$ 7,622.00	$ 7,622.00
	7.8	Concrete Wheel Stops	6	EA	$ 185.40	$ 1,112.40
	8	**LANDSCAPING & IRRIGATION**	**1**	**EA**	**$ 354,731.56**	**$ 354,731.56**
	8.1	Irrigation System Complete	1	LS	$ 75,467.81	$ 75,467.81
	8.2	Dust Control	20	DY	$ 456.75	$ 9,135.00
	8.3	Landscape Fine Grading	1	EA	$ 5,649.49	$ 5,649.49
	8.4	Root Barrier	59	EA	$ 86.28	$ 5,090.52
	8.5	Trees	123	EA	$ 617.22	$ 75,918.06
	8.6	5 Gal Accents	195	EA	$ 26.39	$ 5,146.05
	8.7	5 Gal Shrubs	561	EA	$ 17.76	$ 9,963.36
	8.8	Grasses - (1 Gal Shrubs)	149	EA	$ 8.93	$ 1,330.57
	8.9	DG, 2" Depth	128,650	SF	$ 0.59	$ 75,903.50
	8.10	Synthetic Turf w/Nailer Board	3,000	SF	$ 22.50	$ 67,500.00
	8.11	90 Day Landscape Maintenance	1	EA	$ 3,654.00	$ 3,654.00
	8.12	Median Pavers	835	SF	$ 23.92	$ 19,973.20
	9	**FENCES & GATES**	**1**	**EA**	**$ 190,610.38**	**$ 190,610.38**
	9.1	10' Chain Link Fence with 6' Windscreen (Pickleball)	1,264	LF	$ 138.00	$ 174,432.00
	9.2	4' Chain Link Fence (Pickleball)	1,472	LF	$ 56.00	$ 82,432.00
	9.3	Chain Link Man Gate (Pickleball)	18	EA	$ 461.11	$ 8,299.98
	9.4	6' Wind Screen	(2,118)	LF	$ 9.85	$ (20,862.30)
	9.5	10' Wind Screen (Blue), Add Alternate	(2,118)	LF	$ 25.35	$ (53,691.30)
	10	**SPORTS COURTS**	**1**	**EA**	**$ 592,385.16**	**$ 592,385.16**
	10.1	Pickleball Court Slab	44,171	SF	$ 10.00	$ 441,710.00
	10.2	Pickleball Court Coating	44,171	SF	$ 1.96	$ 86,575.16
	10.3	Pickleball Net / Equipment	18	EA	$ -	$ -
	10.4	Pickleball Practice Wall	40	LF	$ 4,727.50	$ 189,100.00
	10.5	Practice Wall Materials	(40)	LF	$ 3,125.00	$ (125,000.00)

Schedule of Values					Cost Model - 100%	
Spec No.	Bid Item	Description	Bid Qty	UM	Unit Cost	Total Cost
	11	**MONUMENT & WAYFINDING**	**1**	**LS**	**$ 115,470.58**	**$ 115,470.58**
	11.1	Lighted Pickleball Monument	1	AL	$ 60,000.00	$ 60,000.00
	11.2	Wayfinding Signs	1	LS	$ 20,000.00	$ 20,000.00
	11.3	Paddle Sign, Install	22	EA	$ 2,521.39	$ 55,470.58
	11.4	Monument Materials	1	LS	$ (20,000.00)	$ (20,000.00)
	12	**AMENITIES**	**1**	**EA**	**$ 167,484.70**	**$ 167,484.70**
	12.1	Drinking Fountain	1	EA	$ 9,500.00	$ 9,500.00
	12.2	15' 3-Row Bleachers	8	EA	$ 3,257.58	$ 26,060.64
	12.3	Picnic Table	2	EA	$ 1,795.80	$ 3,591.60
	12.4	ADA Picnic Table	4	EA	$ 1,675.88	$ 6,703.52
	12.5	Trash Receptacle	13	EA	$ 1,394.64	$ 18,130.32
	12.6	Bike Rack, GMP1	(6)	EA	$ 1,437.00	$ (8,622.00)
	12.7	Bike Rack	3	EA	$ 4,385.56	$ 13,156.68
	12.8	Pickleball Bollard, GMP1	(8)	EA	$ 2,303.60	$ (18,428.80)
	12.9	Pickleball Bollard	8	EA	$ 2,603.75	$ 20,830.00
	12.10	Bench	27	EA	$ 1,629.64	$ 44,000.28
	12.11	Situp Bench, GMP1	(1)	EA	$ 4,435.00	$ (4,435.00)
	12.12	Situp Bench, Install	1	EA	$ 4,621.31	$ 4,621.31
	12.13	Lower Back Bench, GMP1	(1)	EA	$ 4,435.00	$ (4,435.00)
	12.14	Lower Back Bench, Install	1	EA	$ 5,135.29	$ 5,135.29
	12.15	Stretch Station, GMP1	(1)	EA	$ 4,500.00	$ (4,500.00)
	12.16	Stretch Station, Install + Addt'l Mtl Cost	1	EA	$ 6,426.50	$ 6,426.50
	12.17	Concrete Seat Wall	80	LF	$ 472.98	$ 37,838.40
	12.18	Paddle Rack	18	EA	$ 661.72	$ 11,910.96
	13	**FABRIC SHADE STRUCTURES**	**1**	**EA**	**$ 224,521.40**	**$ 224,521.40**
	13.1	36' x 23' Fabric Shade Structure	8	EA	$ 22,242.14	$ 177,937.12
	13.2	36' x 23' Fabric Shade Structure at Championship Court	2	EA	$ 23,292.14	$ 46,584.28
	14	**RAMADAS**	**1**	**EA**	**$ (1,211.35)**	**$ (1,211.35)**
	14.1	20' x 20' Ramada, GMP1	(1)	EA	$ 47,061.00	$ (47,061.00)
	14.2	20' x 20' Ramada	1	EA	$ 46,351.01	$ 46,351.01
	14.3	20' x 38' Ramada, GMP1	(1)	EA	$ 79,924.00	$ (79,924.00)
	14.4	20' x 38' Ramada	1	EA	$ 79,422.64	$ 79,422.64
	15	**BATHROOM BUILDING**	**1**	**EA**	**$ 528,863.60**	**$ 528,863.60**
	15.1	Concrete Slab	651	SF	$ 57.38	$ 37,354.38
	15.2	Masonry Walls, (GMP 1)	(226)	LF	$ 442.48	$ (100,000.48)
	15.3	Masonry Walls	226	LF	$ 387.65	$ 87,608.90
	15.4	Accessories	1	LS	$ 14,120.00	$ 14,120.00
	15.5	Doors	10	EA	$ 5,635.70	$ 56,357.00
	15.6	Roof	1,759	SF	$ 20.43	$ 35,936.37
	15.7	Caulking & Sealants	1	LS	$ 5,000.00	$ 5,000.00
	15.8	Plumbing	1	LS	$ 94,245.00	$ 94,245.00
	15.9	Bathroom Electrical	1	EA	$ 55,167.63	$ 55,167.63
	15.10	Termite Treatment	1	LS	$ 1,000.00	$ 1,000.00
	15.11	Painting	1	LS	$ 16,310.00	$ 16,310.00
	15.12	Urethene Concrete Floors	1	LS	$ 9,000.00	$ 9,000.00
	15.13	Epoxy Cove Base	1	LS	$ 1,000.00	$ 1,000.00
	15.14	Signage, building	1	LS	$ 5,000.00	$ 5,000.00
	15.15	Final Cleaning	1	LS	$ 1,000.00	$ 1,000.00
	15.16	Structural Steel, (GMP 1)	1	EA	$ (125,000.00)	$ (125,000.00)
	15.17	Structural Steel	1	EA	$ 168,920.00	$ 168,920.00
	15.18	Building General Requirements	1	EA	$ 165,844.80	$ 165,844.80

Schedule of Values			Cost Model - 100%			
Spec No.	Bid Item	Description	Bid Qty	UM	Unit Cost	Total Cost
	16	**PROJECT REQUIREMENTS**	**1**	**EA**	**$ 779,564.39**	**$ 779,564.39**
109-01	16.1	Mobilization	1	Each	$ 28,053.60	$ 28,053.60
105-01	16.2	Survey	1	Each	$ 60,910.00	$ 60,910.00
	16.3	Quality Control Testing	1	EA	$ 77,000.00	$ 77,000.00
109-01	16.4	Traffic Control	1	Each	$ 15,000.00	$ 15,000.00
109-01	16.5	SWPPP	1	EA	$ 104,466.43	$ 104,466.43
109-01	16.6	Site Facilities (Fixed Costs)	1	LS	$ 92,772.36	$ 92,772.36
	16.7	Duration Driven Costs (By Month)	10	MO	$ 40,136.20	$ 401,362.00
		SUBTOTAL - COST			**$**	**5,102,003.14**
	17	**GENERAL CONDITIONS**	**1**	**EA**	**$ 688,847.55**	**$ 688,847.55**
109-01	17.1	Project Manager	1,760	HR	$ 110.45	$ 194,392.00
109-01	17.2	Project Engineer	1,760	HR	$ 77.23	$ 135,924.80
109-01	17.3	Superintendent	1,760	HR	$ 105.92	$ 186,419.20
109-01	17.4	General Superintendent, Underground	40	HR	$ 95.35	$ 3,814.00
109-01	17.5	General Superintendent, Concrete	215	HR	$ 95.35	$ 20,500.25
109-01	17.6	Project Sponsor	215	HR	$ 121.02	$ 26,019.30
109-01	17.7	Project Safety Supervisor	215	HR	$ 87.80	$ 18,877.00
109-01	17.8	Truck, Pickup	6,053	HR	$ 17.00	$ 102,901.00
		SUBTOTAL - GENERAL CONDITIONS			**$**	**688,847.55**
	18	**TENNIS COURTS**	**1**	**EA**	**$ 892,630.73**	**$ 892,630.73**
	18.1	Clearing & Grubbing	0.75	AC	$ 28,621.58	$ 21,466.19
	18.2	Pre-wet Site	0.75	AC	$ 2,567.39	$ 1,925.54
	18.3	Site Rough Grade +/- 0.1	3,685	SY	$ 0.64	$ 2,358.40
	18.4	Site Finish Grade (Post Utilities) - Hunter	3,685	SY	$ 1.25	$ 4,606.25
	18.5	Tennis Court Slab	21,650	SF	$ 10.04	$ 217,366.00
	18.6	Tennis Court Coating	21,650	SF	$ 1.50	$ 32,475.00
	18.7	Tennis Net	3	EA	$ -	$ -
	18.8	Chain Link Fence & Gates (Tennis)	1	EA	$ 117,420.00	$ 117,420.00
	18.9	12" HDPE	35	LF	$ 147.07	$ 5,147.45
	18.10	Catch Basin - MAG 537 Type G	1	EA	$ 5,270.98	$ 5,270.98
	18.11	Dumped Rip Rap - D50 = 4", T = 12"	780	SF	$ 16.53	$ 12,893.40
	18.12	Concrete Sidewalk Per MAG Std. 230 (5" Thick)	876	SF	$ 12.63	$ 11,063.88
	18.13	Tennis Court Electrical	1	EA	$ 160,969.70	$ 160,969.70
	18.14	Headwall - MAG 501-1 (not called out on plans)	1	EA	$ 9,018.72	$ 9,018.72
	18.15	6' Wind Screen, (GMP 1)	(602)	LF	$ 9.85	$ (5,929.70)
	18.16	10' Wind Screen (Blue), Add Alternate	(602)	LF	$ 25.35	$ (15,260.70)
	18.17	Light Poles and Luminaires, (GMP 1)	1	EA	$ (64,000.00)	$ (64,000.00)
	18.18	2-Post Shade w/Bench	2	EA	$ 12,919.81	$ 25,839.62
	18.19	Retrofit all Tennis Court Lighting (allowance)	1	AL	$ 350,000.00	$ 350,000.00
		SUBTOTAL - COST			**$**	**892,630.73**
		GRAND TOTAL - COST			**$**	**6,683,481.42**

Tumbleweed Park Softball Complex
Project No. PR2106.202
GMP 2 @ 100% Plans rev2

Assumptions & Clarifications

1) GENERAL: The following items included in GMP 1 have deductive cost line items so as to ensure that these items are not doubled up in GMP 2:
    a. Sewer, Water, & Storm Drain pipe Materials
    b. Electrical SES, Light Poles, and Fixtures
    c. 6' Wind Screen
    d. Practice Walls Materials
    e. Monument Materials
    f. Bike Rack, bollards, and exercise equipment materials
    g. Ramadas
    h. Masonry, Roof, and Structural Steel

2) Section 1 REMOVALS & EARTHWORK:
    a. Earthwork calculations were generated using a combination of the plans and CAD files.

3) Section 2 SEWER
    a. All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date. After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions. Contingency may be used if material prices increase.
    b. The sewer tie-in includes costs to remove and connect to an existing stub out from an existing manhole. If this line is not at the proper grade or elevation, then additional costs may need to be added to install the sewer system properly.

4) Section 3 WATER:
    a. All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date. After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions. Contingency may be used if material prices increase.
    b. A water service from the restroom building to the drinking fountain is not shown on the plans but has been added to establish budget.

5) Section 4 STORM DRAIN:
    a. All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date. After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are

subject to review based on current market conditions. Contingency may be used if material prices increase.

6) Section 5 ELECTRICAL:
    a. All material is quoted for shipment within 30 days of quote/bid date. After 30 days ALL quoted prices are subject to review based on current market conditions. Contingency may be used if material prices increase.

7) Section 6 CONCRETE FLATWORK:

8) Section 7 SURFACING:
    a. Asphalt is bid to be installed in a single lift for both the 2" and 3" pavement sections. The price is for 1/2" MAG Marshall Asphalt Mix for the parking lot and 1/2" EVAC PG70-16TR Asphalt Mix for the Pioneer Rd.

9) Section 8 LANDSCAPING:
    a. A Flow Sensor was not called out, a baseline spec is reflected to establish budget.
    b. Irrigation gate valves do not have a spec, budget matches the 100% plans of the Tumbleweed Diamonds project.
    c. Decomposed Granite is priced to match existing, no spec is listed on the plans.
    d. Cost of water to irrigate landscaping during the maintenance period is excluded.

10) Section 9 FENCES & GATES:

11) Section 10 SPORTS COURTS:
    a. Post-Tension Engineering and testing on concrete slabs included.
    b. Gameco Surfacing and Striping is included with 1 coat of primer and 3 coats of sand filled colored acrylics with up to 2 colors chosen from Gameco color chart.
    c. Equipment sleeves, posts, and nets are included.

12) Section 11 MONUMENT & WAYFINDING:
    a. Monument pricing is budgetary and will be further clarified as all design alternatives are reviewed and approved.
    b. Wayfinding sign quantity is unknown and is budgetary.

13) Section 12 AMENITIES:
    a. All material is quoted for shipment within 30 days of quote/bid date. After 30 days ALL quoted prices are subject to review based on current market conditions. Contingency may be used if material prices increase.

14) Section 13 FABRIC SHADE:
    a. Fabric shade is bid to be Shade Systems monoslope T-Cantilever.

b. Fabric shade at the Championship Courts is not shown but has been added to establish budget.

15) Section 14 RAMADAS:
    a. Ramadas are bid to be Poligon Shelter as an alternative to Classic Recreation due to lower cost and shorter procurement time.

16) Section 15 RESTROOM:
    a. All material is quoted for shipment within 30 days of quote/bid date. After 30 days ALL quoted prices are subject to review based on current market conditions. Contingency may be used if material prices increase.
    b. Block with integral water repellent - smooth 8-8-16 integral color from standard color group and smooth 8-4-16 integral color from standard color group
    c. Foundations Adult Changing Station, SS, Surface Mount is included
    d. Plumbing fixtures are included per schedule on plans.

17) Section 16 PROJECT REQUIREMENTS:
    a. All items as listed in the schedule of values.
    b. Duration Driven Costs include:
        i. Builders Risk Insurance
        ii. Temporary Facilities
        iii. Equipment Service
        iv. Street Sweeper
        v. Klein Tanks
        vi. Construction Water
        vii. Landscape Water
        viii. GPS Station

18) Section 17 GENERAL CONDITIONS:

19) Section 18 TENNIS COURTS:
    a. Please reference all clarifications for Section 10 above for the tennis courts as well.
    b. Budget pricing is included for retrofit of existing tennis court lighting to LED lighting.

20) CONTINGENCY:
    a. Project Contingency includes Cost Inflation Contingency as described for materials above.
    b. Owner and Contractor Contingency is included as a percentage of the total for use for unforeseen items during construction.

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:	3QO
Contact Name:	Eliseo Hernandez
Contact Email:	eliseo3qo@outlook.com
Contact Phone:	623-432-6004
Work Component:	Plumbing
Percentage of Total Work Performed:	1.4%

Company Name:	Arizona Washroom Partitions
Contact Name:	Dale Vanniman
Contact Email:	sales@azwashroom.com
Contact Phone:	602-437-8036
Work Component:	Restroom Fixtures
Percentage of Total Work Performed:	0.2%

Company Name:	Adams Fence
Contact Name:	Steve Adams
Contact Email:	steve@adamsfence.net
Contact Phone:	602-399-2486
Work Component:	Fence
Percentage of Total Work Performed:	5.7%

Company Name:	Craft Masters
Contact Name:	Joe Emig
Contact Email:	joe@craftmasterspainting.com
Contact Phone:	480-650-8500
Work Component:	Paint
Percentage of Total Work Performed:	0.2%

Company Name:	Alstate Steel
Contact Name:	Casey Gauthier
Contact Email:	casey@alstatesteel.com
Contact Phone:	602-699-6500
Work Component:	Structural Steel
Percentage of Total Work Performed:	2.5%

Company Name:	Echo Canyon Electric
Contact Name:	Ryan Ogg
Contact Email:	ryan@eceinc.org
Contact Phone:	602-331-3045
Work Component:	Electrical
Percentage of Total Work Performed:	16.5%

EXHIBIT E

Company Name:	European Pavers
Contact Name:	Renee Boyer
Contact Email:	renee@epswi.com
Contact Phone:	602-253-5242
Work Component:	Concrete Pavers
Percentage of Total Work Performed:	0.2%

Company Name:	L&L Asphalt
Contact Name:	John Doerfler
Contact Email:	johnDoerfler@yahoo.com
Contact Phone:	623-434-1200
Work Component:	Asphalt Paving
Percentage of Total Work Performed:	2.2%

Company Name:	G&G Masonry
Contact Name:	Melonie Leslie
Contact Email:	bids@ggenterprises.biz
Contact Phone:	602-942-1983
Work Component:	Masonry
Percentage of Total Work Performed:	1.3%

Company Name:	D2 Surveying
Contact Name:	Joshua Dalmacio
Contact Email:	josh@d2surveying.com
Contact Phone:	480-221-1368
Work Component:	Survey
Percentage of Total Work Performed:	0.9%

Company Name:	GA Sports (General Acrylics)
Contact Name:	Kyle Watkins
Contact Email:	kwatkins@generalacrylics.com
Contact Phone:	602-569-9377
Work Component:	Sports Courts
Percentage of Total Work Performed:	1% - 11.6%

Company Name:	Progressive Roofing
Contact Name:	Cory Rice
Contact Email:	cory.rice@progressiveus.com
Contact Phone:	602-809-3821
Work Component:	Roof
Percentage of Total Work Performed:	0.5%

Company Name:	Intertwine
Contact Name:	Trent Humber
Contact Email:	estimator@intertwinecontractors.com
Contact Phone:	520-450-3505
Work Component:	Drywell
Percentage of Total Work Performed:	0.3%

Company Name:	SiteWorks Landscape
Contact Name:	Jeff Meyer
Contact Email:	jmeyer@siteworksllc.net
Contact Phone:	480-820-1600
Work Component:	Landscaping
Percentage of Total Work Performed:	5.2%

Compare and Award

HUNTER CONTRACTING COMPANY

Job Code: 24407-00 Tumbleweed Pickleball 100 - GMP2

Description: This is GMP 2 based on 100% Plans

Cost Items

Quote Group: AC Sub **Award Status:** Complete **Reviewed:** Yes **Last Reviewed:** 3/21/2024 11:18:48 AM **Quote Last Changed:** 7/12/2024 12:57:25 PM

(1 of 1)

| | | |

Quote Group: Amenities **Award Status:** Incomplete **Reviewed:** No **Last Reviewed:** **Quote Last Changed:** 7/12/2024 4:36:50 PM

			Quote Description:	Amenities; Ramada; Shade - 100%			Amenities - 100%			Amenities, Ramada - 100%			Amenities; Ramada; Shade - 100%		
			Awarded Total:			0.00			0.00			98,486.20			0.00
			Quoted Items Total:			87,024.00			93,277.00			147,766.15			0.00
			Special Conditions:			0.00			0.00			0.00			0.00
			Quoted Total:			87,024.00			93,277.00			147,766.15			0.00
			Last Update:		7/12/2024 1:23:39 PM			7/12/2024 12:19:54 PM			7/12/2024 1:10:05 PM			7/12/2024 12:07:09 PM	
			Comparable Total:			87,024.00			93,277.00			147,766.15			156,700.00
			Seller:	Play It Safe Playgrounds			Dave Bang Assoc., Inc.			Exerplay			competitive Edge Contracting		
Quote Group	**Code**	**Description**	**Quantity UM**		**Unit**	**Total**		**Unit**	**Total**		**Unit**	**Total**		**Unit**	**Total**
Amenities	11.1.4	Install Monument	1.00 EA		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00
Amenities	11.3.3	Paddle Sign, Install	22.00 EA		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00
Amenities	12.1.1	Purchase Drinking Fountain	1.00 EA		0.00	0.00		9,474.00	9,474.00		0.00	0.00			
Amenities	12.2.1	15' 3-Row Bleachers	8.00 EA		1,455.00	11,640.00		4,184.25	33,474.00		3,257.58	26,060.63			
Amenities	12.2.2	Install 15' 3-Row Bleachers	8.00 EA		1,765.00	14,120.00		0.00	0.00		3,655.15	29,241.20		0.00	0.00
Amenities	12.3.1	Picnic Table	2.00 EA		829.00	1,658.00		1,165.50	2,331.00		1,795.80	3,591.60			
Amenities	12.3.2	Install Picnic Table	2.00 EA		350.00	700.00		0.00	0.00		435.63	871.25		0.00	0.00
Amenities	12.4.1	ADA Picnic Table	4.00 EA		859.00	3,436.00		1,239.50	4,958.00		1,675.88	6,703.50			
Amenities	12.4.2	Install ADA Picnic Table	4.00 EA		350.00	1,400.00		0.00	0.00		435.63	1,742.50		0.00	0.00
Amenities	12.5.1	Trash Receptacle	13.00 EA		905.00	11,765.00		0.00	0.00		1,394.64	18,130.30			
Amenities	12.5.2	Install Trash Receptacle	13.00 EA		350.00	4,550.00		0.00	0.00		435.63	5,663.13		0.00	0.00
Amenities	12.7.1	Bike Rack, Materials	3.00 EA		0.00	0.00		3,357.33	10,072.00		0.00	0.00			
Amenities	12.7.2	Bike Rack, Install	3.00 EA		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00
Amenities	12.9.4.1	Footings	8.00 EA		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00
Amenities	12.9.4.2	Bollards - Installed under Pickleball Bollards	8.00 EA		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00
Amenities	12.10.1	Bench	27.00 EA		1,048.33	28,305.00		1,221.04	32,968.00		1,629.64	44,000.18			
Amenities	12.10.2	Install Bench	27.00 EA		350.00	9,450.00		0.00	0.00		435.63	11,761.88		0.00	0.00
Amenities	12.12.2	Situp Bench, Install	1.00 EA		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00
Amenities	12.14.2	Lower Back Bench, Install	1.00 EA		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00
Amenities	12.16.2	Stretch Station, Install	1.00 EA		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00
Amenities	12.18.1	Paddle Rack, Materials	18.00 EA		0.00	0.00		0.00	0.00		0.00	0.00			
Amenities	12.18.2	Paddle Rack, Install	18.00 EA		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00

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			Quote Description:	Amenities; Wayfinding			Signs			Exercise									
			Awarded Total:			10,500.00			0.00			0.00							
			Quoted Items Total:			10,500.00			0.00			0.00							
			Special Conditions:			0.00			0.00			0.00							
			Quoted Total:			10,500.00			0.00			0.00							
			Last Update:			7/12/2024 4:36:50 PM			6/14/2024 8:07:03 AM			6/20/2024 4:51:44 PM							
			Comparable Total:			175,431.85			178,831.85			181,775.17							
			Seller:	S&H Steel			Cactus Asphalt			Go Play Space									
Quote Group	**Code**	**Description**	**Quantity UM**		**Unit**	**Total**		**Unit**	**Total**		**Unit**	**Total**		**Unit**	**Total**				
Amenities	11.1.4	Install Monument	1.00 EA																
Amenities	11.3.3	Paddle Sign, Install	22.00 EA																
Amenities	12.1.1	Purchase Drinking Fountain	1.00 EA																
Amenities	12.2.1	15' 3-Row Bleachers	8.00 EA																
Amenities	12.2.2	Install 15' 3-Row Bleachers	8.00 EA																
Amenities	12.3.1	Picnic Table	2.00 EA																
Amenities	12.3.2	Install Picnic Table	2.00 EA																
Amenities	12.4.1	ADA Picnic Table	4.00 EA																
Amenities	12.4.2	Install ADA Picnic Table	4.00 EA																
Amenities	12.5.1	Trash Receptacle	13.00 EA																
Amenities	12.5.2	Install Trash Receptacle	13.00 EA																
Amenities	12.7.1	Bike Rack, Materials	3.00 EA		3,500.00	10,500.00													
Amenities	12.7.2	Bike Rack, Install	3.00 EA																
Amenities	12.9.4.1	Footings	8.00 EA																
Amenities	12.9.4.2	Bollards - Installed under Pickleball Bollards	8.00 EA					0.00	0.00										
Amenities	12.10.1	Bench	27.00 EA																
Amenities	12.10.2	Install Bench	27.00 EA																
Amenities	12.12.2	Situp Bench, Install	1.00 EA								0.00	0.00							
Amenities	12.14.2	Lower Back Bench, Install	1.00 EA								0.00	0.00							
Amenities	12.16.2	Stretch Station, Install	1.00 EA								0.00	0.00							
Amenities	12.18.1	Paddle Rack, Materials	18.00 EA																
Amenities	12.18.2	Paddle Rack, Install	18.00 EA																

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Quote Group: Drywell **Award Status:** Complete **Reviewed:** Yes **Last Reviewed:** 3/21/2024 11:28:27 AM **Quote Last Changed:** 6/14/2024 10:49:53 AM

(1 of 1)

			Quote Description:	Drywell				Drywell				Drywell				
			Awarded Total:			23,000.00				0.00				0.00		
			Quoted Items Total:			23,000.00				33,830.00				37,100.00		
			Special Conditions:			0.00				0.00				0.00		
			Quoted Total:			23,000.00				33,830.00				37,100.00		
			Last Update:			6/14/2024 9:50:29 AM				6/14/2024 10:29:09 AM				6/14/2024 10:49:53 AM		
			Comparable Total:			23,000.00				33,830.00				37,100.00		
			Seller:	Intertwine				Pinal Excavating LLC dba P.E. Drilling				Torrent Resources				
Quote Group	**Code**	**Description**	**Quantity UM**		**Unit**	**Total**			**Unit**	**Total**			**Unit**	**Total**		**Unit** **Total**
Drywell	4.8.1	Drywell - Sub	1.00 EA		23,000.00	23,000.00			33,830.00	33,830.00			37,100.00	37,100.00		

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Quote Group: Electrical **Award Status:** Complete **Reviewed:** Yes **Last Reviewed:** 3/21/2024 11:08:31 AM **Quote Last Changed:** 7/12/2024 12:20:56 PM

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| | | |

Electrical	18.12.1	Existing 800 amp Panel Work	1.00 LS		-FREE-	-FREE-		943.92	943.92		1,101.28	1,101.28
Electrical	18.12.2	1.5" Trench, Conduit & Wire	530.00 LF		63.96	33,896.17		28.91	15,321.00		48.45	25,679.60
Electrical	18.12.3	1" Trench, Conduit & Wire	973.00 LF		128.28	124,815.23		34.22	33,293.24		30.11	29,298.89
Electrical	18.12.4	#3-1/2 Pull Box	3.00 EA		-FREE-	-FREE-		207.00	621.00		262.63	787.90
Electrical	18.12.5	Light Poles and Luminaires	16.00 EA		46,604.44	745,671.12		6,924.41	110,790.54		15,154.76	242,476.19

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Quote Group: Exercise **Award Status:** Complete **Reviewed:** No **Last Reviewed:** **Quote Last Changed:** 6/20/2024 4:51:44 PM

(1 of 1)

			Quote Description:	Exercise										
			Awarded Total:			13,526.42								
			Quoted Items Total:			11,631.62								
			Special Conditions:			1,894.80								
			Quoted Total:			13,526.42								
			Last Update:			6/20/2024 4:51:44 PM								
			Comparable Total:			13,526.42								
			Seller:	Go Play Space										
Quote Group	**Code**	**Description**	**Quantity UM**		**Unit**	**Total**	**Unit**	**Total**	**Unit**	**Total**	**Unit**	**Total**
Exercise	12.12.1	Situp Bench, Purchase	1.00 EA		3,735.75	3,735.75						
Exercise	12.14.1	Lower Back Bench, Purchase	1.00 EA		4,249.73	4,249.73						
Exercise	12.16.1	Stretch Station, Purchase	1.00 EA		5,540.94	5,540.94						

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Quote Group: Fence **Award Status:** Complete **Reviewed:** Yes **Last Reviewed:** 3/21/2024 11:30:10 AM **Quote Last Changed:** 7/12/2024 12:53:33 PM

(1 of 2)

			Quote Description:	Fence			Fence			Fence (Revised)			Fence - 100%		
			Awarded Total:			0.00			0.00			0.00			382,584.00
			Quoted Items Total:			351,957.12			366,770.24			370,121.70			382,584.00
			Special Conditions:			0.00			0.00			0.00			0.00
			Quoted Total:			351,957.12			366,770.24			370,121.70			382,584.00
			Last Update:		6/14/2024 3:29:48 PM			6/14/2024 3:27:48 PM			7/12/2024 10:09:51 AM			7/12/2024 11:48:54 AM	
			Comparable Total:			346,027.42			360,840.54			370,121.70			382,584.00
			Seller:	Adam Fence			Diamond Iron			Vulcan Fence			Adam Fence		
Quote Group	**Code**	**Description**	**Quantity UM**		**Unit**	**Total**		**Unit**	**Total**		**Unit**	**Total**		**Unit**	**Total**
Fence	9.1	10' Chain Link Fence with 6' Windscreen (Pickleball)	1,264.00 LF		107.10	135,374.40		80.93	102,295.52		150.45	190,168.80		138.00	174,432.00
Fence	9.2	4' Chain Link Fence (Pickleball)	1,472.00 LF		78.54	115,610.88		112.26	165,246.72		38.00	55,936.00		56.00	82,432.00
Fence	9.3	Chain Link Man Gate (Pickleball)	18.00 EA		391.00	7,038.00		-FREE-	-FREE-		725.00	13,050.00		461.11	8,300.00
Fence	18.7	Chain Link Fence & Gates (Tennis)	1.00 EA		93,933.84	93,933.84		99,228.00	99,228.00		110,966.90	110,966.90		117,420.00	117,420.00
Fence	18.14	6' Wind Screen, (GMP 1)	-602.00 LF								0.00	0.00		0.00	0.00

(2 of 2)

			Quote Description:	Fence			Fence - 100%								
			Awarded Total:			0.00			0.00						
			Quoted Items Total:			397,321.63			419,488.36						
			Special Conditions:			0.00			0.00						
			Quoted Total:			397,321.63			419,488.36						
			Last Update:		6/14/2024 3:20:58 PM			7/12/2024 12:53:33 PM							
			Comparable Total:			391,391.93			413,558.66						
			Seller:	Vulcan Fence			General Acrylics								
Quote Group	**Code**	**Description**	**Quantity UM**		**Unit**	**Total**		**Unit**	**Total**		**Unit**	**Total**		**Unit**	**Total**
Fence	9.1	10' Chain Link Fence with 6' Windscreen (Pickleball)	1,264.00 LF		160.69	203,113.80		116.20	146,874.78						
Fence	9.2	4' Chain Link Fence (Pickleball)	1,472.00 LF		52.78	77,697.02		116.20	171,044.04						
Fence	9.3	Chain Link Man Gate (Pickleball)	18.00 EA		738.05	13,284.90		0.00	0.02						
Fence	18.7	Chain Link Fence & Gates (Tennis)	1.00 EA		103,225.91	103,225.91		101,569.52	101,569.52						
Fence	18.14	6' Wind Screen, (GMP 1)	-602.00 LF												

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Quote Group: Landscaping **Award Status:** Complete **Reviewed:** Yes **Last Reviewed:** 3/27/2024 3:59:53 PM **Quote Last Changed:** 7/12/2024 12:07:13 PM

(1 of 1)

			Quote Description:	Landscaping - 100%			Landscaping			Landscaping							
			Awarded Total:			347,676.29			0.00			0.00					
			Quoted Items Total:			347,676.29			396,890.60			556,546.35					
			Special Conditions:			0.00			6,726.38			0.00					
			Quoted Total:			347,676.29			403,616.98			556,546.35					
			Last Update:			7/12/2024 12:07:13 PM			6/14/2024 3:47:42 PM			6/14/2024 3:49:03 PM					
			Comparable Total:			347,676.29			409,386.14			562,315.51					
			Seller:	SiteWorks Landscape development			LJ Landscapes			Sun Valley Landscape							
Quote Group	**Code**	**Description**	**Quantity UM**		**Unit**	**Total**		**Unit**	**Total**		**Unit**	**Total**		**Unit**	**Total**		
Landscaping	1.8.3	Structural Soil at Tree Wells	50.00 CY		246.65	12,332.25											
Landscaping	6.10	Landscape Header Curb - 6" x 6"	90.00 LF		8.32	749.07		0.00	0.00		0.00	0.00					
Landscaping	8.1	Irrigation System Complete	1.00 LS		75,467.81	75,467.81		123,235.64	123,235.64		125,677.38	125,677.38					
Landscaping	8.2	Dust Control	20.00 DY		456.75	9,135.00		0.00	0.00		1,358.13	27,162.50					
Landscaping	8.3	Landscape Fine Grading	1.00 EA		5,649.49	5,649.49		0.00	0.00		10,250.00	10,250.00					
Landscaping	8.4	Root Barrier	59.00 EA		86.28	5,090.23		-FREE-	-FREE-		78.18	4,612.50					
Landscaping	8.5	Trees	123.00 EA		617.22	75,917.94		869.45	106,942.30		835.42	102,756.54					
Landscaping	8.6	5 Gal Accents	195.00 EA		26.39	5,146.05		33.67	6,565.38		48.86	9,527.49					
Landscaping	8.7	5 Gal Shrubs	561.00 EA		17.76	9,964.76		33.66	18,885.96		24.25	13,606.96					
Landscaping	8.8	Grasses - (1 Gal Shrubs)	149.00 EA		8.93	1,330.87		16.16	2,407.88		18.45	2,749.05					
Landscaping	8.9	DG, 2" Depth	128,650.00 SF		0.59	75,736.26		1.13	145,579.83		1.23	158,728.94					
Landscaping	8.10	Turf Grass	0.00 SF		0.00	0.00		0.00	0.00		2.28	0.00					
Landscaping	8.11	Synthetic Turf w/Nailer Board	3,000.00 SF		22.50	67,502.58		0.00	0.00		28.70	86,100.00					
Landscaping	8.12	90 Day Landscape Maintenance	1.00 EA		3,654.00	3,654.00		-FREE-	-FREE-		15,375.00	15,375.00					

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Quote Group: Masonry **Award Status:** Complete **Reviewed:** No **Last Reviewed:** **Quote Last Changed:** 7/12/2024 12:42:02 PM

(1 of 1)

			Quote Description:	Masonry - 100%			Fence							
			Awarded Total:			87,610.00			0.00					
			Quoted Items Total:			87,610.00			96,201.00					
			Special Conditions:			0.00			0.00					
			Quoted Total:			87,610.00			96,201.00					
			Last Update:	7/12/2024 12:42:02 PM			6/14/2024 3:20:58 PM							
			Comparable Total:			87,610.00			96,201.00					
			Seller:	G&G Masonry			Vulcan Fence							
Quote Group	**Code**	**Description**	**Quantity UM**		**Unit**	**Total**		**Unit**	**Total**	**Unit**	**Total**		**Unit**	**Total**
Masonry	15.3	Masonry Walls	226.00 LF		387.65	87,610.00		425.67	96,201.00					

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Quote Group: Paint **Award Status:** Complete **Reviewed:** No **Last Reviewed:** **Quote Last Changed:** 7/12/2024 12:07:43 PM

(1 of 1)

			Quote Description:	Paint - 100%									
			Awarded Total:			16,310.00							
			Quoted Items Total:			16,310.00							
			Special Conditions:			0.00							
			Quoted Total:			16,310.00							
			Last Update:	7/12/2024 12:07:43 PM									
			Comparable Total:			16,310.00							
			Seller:	CraftMasters									
Quote Group	**Code**	**Description**	**Quantity UM**	**Unit**		**Total**	**Unit**		**Total**	**Unit**		**Total**	**Unit**	**Total**
Paint	15.11	Painting	1.00 LS	16,310.00		16,310.00							

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Quote Group: Partitions **Award Status:** Complete **Reviewed:** No **Last Reviewed:** **Quote Last Changed:** 7/12/2024 11:50:39 AM

(1 of 1)

Quote Description:	Partitions - 100%
Awarded Total:	14,120.00
Quoted Items Total:	14,120.00
Special Conditions:	0.00
Quoted Total:	14,120.00
Last Update:	7/12/2024 11:50:39 AM
Comparable Total:	14,120.00
Seller:	Arizona Washroom Partitions

Quote Group	Code	Description	Quantity UM	Unit	Total	Unit	Total	Unit	Total	Unit	Total
Partitions	15.4.1	Grab Bars, TP Dispensers, Changing Stations, Hand Dryers	1.00 LS	14,120.00	14,120.00						

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Quote Group: Pavers **Award Status:** Complete **Reviewed:** No **Last Reviewed:** **Quote Last Changed:** 6/14/2024 3:49:03 PM

(1 of 1)

			Quote Description:	Pavers			Landscaping							
			Awarded Total:			13,819.25			0.00					
			Quoted Items Total:			13,819.25			21,063.75					
			Special Conditions:			0.00			0.00					
			Quoted Total:			13,819.25			21,063.75					
			Last Update:			6/14/2024 9:34:18 AM			6/14/2024 3:49:03 PM					
			Comparable Total:			13,819.25			21,063.75					
			Seller:	European Pavers			Sun Valley Landscape							
Quote Group	**Code**	**Description**	**Quantity UM**		**Unit**	**Total**		**Unit**	**Total**		**Unit**	**Total**		**Unit**	**Total**
Pavers	8.13.2	Median Pavers Sub	835.00 SF		16.55	13,819.25		25.23	21,063.75						

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Quote Group: Pipe Package | **Award Status:** Complete | **Reviewed:** Yes | **Last Reviewed:** 3/21/2024 12:03:27 PM | **Quote Last Changed:** 7/12/2024 12:39:27 PM

(1 of 1)

			Quote Description:	Pipe Package - 60%			Pipe Package - 60%			Pipe Package - 100%			Pipe Package		
			Awarded Total:			0.00			0.00			52,838.75			300.00
			Quoted Items Total:			29,207.28			35,973.08			52,838.75			70,538.00
			Special Conditions:			0.00			0.00			0.00			0.00
			Quoted Total:			29,207.28			35,973.08			52,838.75			70,538.00
			Last Update:	6/24/2024 12:40:07 PM			6/24/2024 12:39:53 PM			7/12/2024 12:39:27 PM			6/24/2024 12:28:30 PM		
			Comparable Total:			(32,765.86)			(26,000.07)			52,838.75			70,538.00
			Seller:	ALB Piping Products & Services			Ferguson Waterworks			Fortiline			Core & Main		
Quote Group	**Code**	**Description**	**Quantity UM**		**Unit**	**Total**		**Unit**	**Total**		**Unit**	**Total**		**Unit**	**Total**
Pipe Package	2.1.1	Purchase Sewer Connection Mtl	1.00 EA								0.00	0.00		300.00	300.00
Pipe Package	2.2.1	Purchase 6" Sewer Line	445.00 LF		11.07	4,925.92		6.99	3,110.77		7.19	3,200.00		7.08	3,150.00
Pipe Package	2.4.1.1	Purchase Sewer Cleanout Material	5.00 EA		682.33	3,411.67		486.99	2,434.93		300.00	1,500.00		380.00	1,900.00
Pipe Package	2.7	Sewer Pipe Materials	1.00 LS								0.00	0.00		0.00	0.00
Pipe Package	3.1.1	Purchase 2" Copper Pipe	85.00 LF		51.48	4,376.00		27.89	2,370.49		30.00	2,550.00		42.94	3,650.00
Pipe Package	3.2.1	Purchase 2" PVC Water Line	148.00 LF		6.41	948.00		2.23	330.47		3.55	525.00		3.04	450.00
Pipe Package	3.3.1.1	Purchase 2" Backflow Material	1.00 EA		1,975.00	1,975.00		1,695.70	1,695.70		2,125.00	2,125.00		2,350.00	2,350.00
Pipe Package	3.4.1	Purchase 2" Meter Box	1.00 EA		1,467.00	1,467.00		695.50	695.50		1,825.00	1,825.00		1,000.00	1,000.00
Pipe Package	3.7.1	Purchase 2" Copper Pipe	180.00 LF								30.00	5,400.00		43.00	7,740.00
Pipe Package	3.8	Water Pipe Materials	1.00 LS								0.00	0.00		0.00	0.00
Pipe Package	4.1.1	Purchase - 12" HDPE	46.00 LF		16.96	780.00		16.47	757.50		28.26	1,300.00		33.00	1,518.00
Pipe Package	4.2.1	Purchase - 18" HDPE	160.00 LF		36.36	5,818.18		29.82	4,770.91		22.03	3,525.00		38.00	6,080.00
Pipe Package	4.3.1	Purchase - 24" HDPE	76.00 LF		62.08	4,718.02		41.19	3,130.30		38.16	2,900.00		40.79	3,100.00
Pipe Package	4.7.1	Buy Trench Drain	287.00 LF		0.00	0.00		54.24	15,566.00		94.08	27,000.00		134.84	38,700.00
Pipe Package	4.10	Storm Drain Materials	1.00 LS								0.00	0.00		0.00	0.00
Pipe Package	18.8.1	Purchase - 12" HDPE Storm Drain	35.00 LF		22.50	787.50		31.73	1,110.52		28.25	988.75		17.14	600.00

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Quote Group: Plumbing **Award Status:** Complete **Reviewed:** No **Last Reviewed:** **Quote Last Changed:** 7/12/2024 11:48:42 AM

(1 of 1)

			Quote Description:	Plumbing - 100%				Plumbing				Plumbing							
			Awarded Total:			94,245.00				0.00				0.00					
			Quoted Items Total:			94,245.00				126,957.80				226,040.50					
			Special Conditions:			0.00				0.00				0.00					
			Quoted Total:			94,245.00				126,957.80				226,040.50					
			Last Update:		7/12/2024 11:48:42 AM				6/14/2024 10:38:35 AM				6/14/2024 10:35:26 AM						
			Comparable Total:			94,245.00				126,957.80				226,040.50					
			Seller:	3QO Plumbing				Ryan Mechanical Co.				RKS Plumbing							
Quote Group	**Code**	**Description**	**Quantity UM**		**Unit**	**Total**			**Unit**	**Total**			**Unit**	**Total**			**Unit**	**Total**	
Plumbing	12.1.2	Install Drinking Fountain	1.00 EA		0.00	0.00			0.00	0.00			0.00	0.00					
Plumbing	15.8	Plumbing	1.00 LS		94,245.00	94,245.00			126,957.80	126,957.80			226,040.50	226,040.50					

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Quote Group: Ramada **Award Status:** Complete **Reviewed:** Yes **Last Reviewed:** 3/29/2024 1:58:53 PM **Quote Last Changed:** 7/12/2024 1:43:38 PM

(1 of 1)

			Quote Description:	Amenities, Ramada - 100%			Installation; Ramada; Shade			Amenities; Ramada; Shade - 100%			Amenities; Ramada; Shade - 100%		
			Awarded Total:			125,773.65			25,839.61			0.00			0.00
			Quoted Items Total:			125,773.65			139,957.82			188,791.67			28,111.00
			Special Conditions:			0.00			0.00			0.00			0.00
			Quoted Total:			125,773.65			139,957.82			188,791.67			28,111.00
			Last Update:	7/12/2024 1:10:05 PM			7/12/2024 1:43:38 PM			7/12/2024 1:23:39 PM			7/12/2024 12:07:09 PM		
			Comparable Total:			125,773.65			139,957.82			188,791.67			258,037.02
			Seller:	Exerplay			Miracle Playground Sales			Play It Safe Playgrounds			competitive Edge Contracting		
Quote Group	**Code**	**Description**	**Quantity UM**		**Unit**	**Total**		**Unit**	**Total**		**Unit**	**Total**		**Unit**	**Total**
Ramada	14.1.1	20' x 20' Ramada, Purchase	-1.00 EA		0.00	0.00		0.00	0.00						
Ramada	14.1.3	20' x 20' Ramada Freight & Engineering	-1.00 EA		0.00	0.00		0.00	0.00						
Ramada	14.1.4	20' x 20' Ramada Install	-1.00 EA		0.00	0.00		0.00	0.00						
Ramada	14.2.1	20' x 20' Ramada, Purchase	1.00 EA		32,005.63	32,005.63		22,656.65	22,656.65		36,540.00	36,540.00			
Ramada	14.2.2	20' x 20' Ramada Freight & Engineering	1.00 EA		2,314.45	2,314.45		9,218.50	9,218.50		4,880.00	4,880.00			
Ramada	14.2.3	20' x 20' Ramada Install	1.00 EA		7,421.00	7,421.00		9,698.48	9,698.48		12,000.00	12,000.00		9,416.00	9,416.00
Ramada	14.2.4	20' x 20' Ramada Pole Base (24" dia x 5')	4.00 EA		1,152.48	4,609.94		0.00	0.00		0.00	0.00			
Ramada	14.3.1	20' x 38' Ramada, Purchase	-1.00 EA		0.00	0.00		0.00	0.00						
Ramada	14.3.3	20' x 38' Ramada Freight & Engineering	-1.00 EA		0.00	0.00		0.00	0.00						
Ramada	14.3.4	20' x 38' Ramada Install	-1.00 EA		0.00	0.00		0.00	0.00						
Ramada	14.4.1	20' x 38' Ramada, Purchase	1.00 EA		58,214.88	58,214.88		48,667.12	48,667.12		74,770.00	74,770.00			
Ramada	14.4.2	20' x 38' Ramada Freight & Engineering	1.00 EA		3,098.58	3,098.58		9,218.50	9,218.50		8,530.00	8,530.00			
Ramada	14.4.3	20' x 38' Ramada Install	1.00 EA		13,499.25	13,499.25		14,658.96	14,658.96		17,415.00	17,415.00		14,232.00	14,232.00
Ramada	14.4.4	20' x 38' Ramada Pole Base (24" dia x 5')	4.00 EA		1,152.48	4,609.94		0.00	0.00		0.00	0.00			
Ramada	18.17.1	2-Post Ramada Shade	2.00 EA		0.00	0.00		9,591.36	19,182.72		6,780.00	13,560.00			
Ramada	18.17.2	2-Post Shade w/Bench Freight & Engineering	2.00 EA		0.00	0.00		1,030.00	2,060.00		3,665.00	7,330.00			
Ramada	18.17.3	2-Post Shade w/Bench Install	2.00 EA		0.00	0.00		2,298.45	4,596.89		6,883.33	13,766.67		2,231.50	4,463.00

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Quote Group: Roof **Award Status:** Complete **Reviewed:** No **Last Reviewed:** **Quote Last Changed:** 7/12/2024 1:24:07 PM

(1 of 1)

Quote Description:	Roof - 100%
Awarded Total:	35,942.00
Quoted Items Total:	35,942.00
Special Conditions:	0.00
Quoted Total:	35,942.00
Last Update:	7/12/2024 1:24:07 PM
Comparable Total:	35,942.00
Seller:	PROGRESSIVE ROOFING

Quote Group	Code	Description	Quantity UM	Unit	Total	Unit	Total	Unit	Total	Unit	Total
Roof	15.6	Roof	1,759.00 SF	20.43	35,942.00						

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Quote Group: Shade **Award Status:** Complete **Reviewed:** No **Last Reviewed:** **Quote Last Changed:** 7/12/2024 1:43:38 PM

(1 of 1)

			Quote Description:	Amenities; Ramada; Shade - 100%			Installation; Ramada; Shade			Amenities; Ramada; Shade - 100%					
			Awarded Total:			0.00			218,921.35			0.00			
			Quoted Items Total:			189,443.75			218,921.35			83,693.00			
			Special Conditions:			0.00			0.00			0.00			
			Quoted Total:			189,443.75			218,921.35			83,693.00			
			Last Update:			7/12/2024 1:23:39 PM			7/12/2024 1:43:38 PM			7/12/2024 12:07:09 PM			
			Comparable Total:			189,443.75			218,921.35			782,303.82			
			Seller:	Play It Safe Playgrounds			Miracle Playground Sales			competitive Edge Contracting					
Quote Group	**Code**	**Description**	**Quantity UM**		**Unit**	**Total**		**Unit**	**Total**		**Unit**	**Total**		**Unit**	**Total**
Shade	13.1.1	36' x 23' Fabric Shade Structure, buy	8.00 EA		7,846.25	62,770.00		12,098.38	96,787.04						
Shade	13.1.2	36' x 23' Fabric Shade Freight & Engineering	8.00 EA		355.00	2,840.00		1,207.03	9,656.25						
Shade	13.1.3	36' x 23' Fabric Shade Install	8.00 EA		10,743.13	85,945.00		8,586.72	68,693.79		8,336.63	66,693.00			
Shade	13.2.1	36' x 23' Fabric Shade Structure, buy at Championship Court	2.00 EA		7,846.25	15,692.50		12,098.38	24,196.76						
Shade	13.2.2	36' x 23' Fabric Shade Freight & Engineering at Championship Court	2.00 EA		355.00	710.00		1,207.03	2,414.06						
Shade	13.2.3	36' x 23' Fabric Shade Install at Championship Court	2.00 EA		10,743.13	21,486.25		8,586.72	17,173.45		8,500.00	17,000.00			

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Quote Group: Signs

Award Status: Complete

Reviewed: Yes

Last Reviewed: 3/21/2024 12:30:23 PM

Quote Last Changed: 7/12/2024 10:18:10 AM

(1 of 1)

			Quote Description:	Monument; Wayfinding			Signs							
			Awarded Total:			0.00			4,820.40					
			Quoted Items Total:			2,008.50			4,820.40					
			Special Conditions:			0.00			0.00					
			Quoted Total:			2,008.50			4,820.40					
			Last Update:		7/12/2024 10:18:10 AM			6/14/2024 8:07:03 AM						
			Comparable Total:			2,008.50			9,820.40					
			Seller:	Yesco			Cactus Asphalt							
Quote Group	**Code**	**Description**	**Quantity UM**		**Unit**	**Total**		**Unit**	**Total**		**Unit**	**Total**		**Unit**	**Total**
Signs	7.7.2	Parking Lot Signage	1.00 EA		2,008.50	2,008.50		3,708.00	3,708.00						
Signs	7.8	Concrete Wheel Stops	6.00 EA		0.00	0.00		185.40	1,112.40						
Signs	15.14	Signage, building	1.00 LS		0.00	0.00									
Signs	20.1.4.2	Bollards - Installed under Pickleball Bollards	8.00 EA		0.00	0.00									

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Quote Group: Sport Court **Award Status:** Complete **Reviewed:** Yes **Last Reviewed:** 3/26/2024 3:22:52 PM **Quote Last Changed:** 7/12/2024 12:53:52 PM

(1 of 1)

			Quote Description:	Sport Court - 100%			Sport Court						
			Awarded Total:			777,721.62			0.00				
			Quoted Items Total:			777,721.62			962,365.85				
			Special Conditions:			0.00			0.00				
			Quoted Total:			777,721.62			962,365.85				
			Last Update:			7/12/2024 12:53:52 PM			6/14/2024 9:26:31 AM				
			Comparable Total:			777,721.62			962,365.85				
			Seller:	General Acrylics			Elite Sports Builders						
Quote Group	**Code**	**Description**	**Quantity UM**		**Unit**	**Total**		**Unit**	**Total**	**Unit**	**Total**	**Unit**	**Total**
Sport Court	10.1	Pickleball Court Slab	44,171.00 SF		10.00	441,592.75		12.59	556,042.00				
Sport Court	10.2	Pickleball Court Coating	44,171.00 SF		1.96	86,471.25		1.56	69,122.93				
Sport Court	10.3	Pickleball Net / Equipment	18.00 EA		-FREE-	-FREE-		2,108.31	37,949.60				
Sport Court	18.4	Tennis Court Slab	21,650.00 SF		10.04	217,259.50		12.22	264,519.70				
Sport Court	18.5	Tennis Court Coating	21,650.00 SF		1.50	32,398.12		1.24	26,851.41				
Sport Court	18.6	Tennis Net	3.00 EA		-FREE-	-FREE-		2,626.74	7,880.21				

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Quote Group: Steel **Award Status:** Complete **Reviewed:** No **Last Reviewed:** **Quote Last Changed:** 7/12/2024 11:49:11 AM

(1 of 1)

Quote Description:	Roof, Steel - 100%
Awarded Total:	168,920.00
Quoted Items Total:	168,920.00
Special Conditions:	0.00
Quoted Total:	168,920.00
Last Update:	7/12/2024 11:49:11 AM
Comparable Total:	168,920.00
Seller:	Alstate Steel

Quote Group	Code	Description	Quantity UM	Unit	Total	Unit	Total	Unit	Total	Unit	Total
Steel	15.17.1	Structural Steel	1.00 LS	168,920.00	168,920.00						

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Quote Group: Survey **Award Status:** Complete **Reviewed:** No **Last Reviewed:** **Quote Last Changed:** 7/12/2024 1:11:47 PM

(1 of 1)

			Quote Description:	Survey - 100%		Survey - 100%					
			Awarded Total:		60,910.00		0.00				
			Quoted Items Total:		60,910.00		60,910.00				
			Special Conditions:		0.00		0.00				
			Quoted Total:		60,910.00		60,910.00				
			Last Update:		7/12/2024 1:11:47 PM		7/12/2024 1:11:09 PM				
			Comparable Total:		60,910.00		60,910.00				
			Seller:	D2 Surveying		Pathways Land Surveys					
Quote Group	**Code**	**Description**	**Quantity UM**	**Unit**	**Total**	**Unit**	**Total**	**Unit**	**Total**	**Unit**	**Total**
Survey	16.2.1	Survey	1.00 Each	47,000.00	47,000.00	55,310.00	55,310.00				
Survey	16.2.2	Survey, ReStake-10%	1.00 Each	13,910.00	13,910.00	5,600.00	5,600.00				

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Quote Group: Wayfinding **Award Status:** Incomplete **Reviewed:** No **Last Reviewed:** **Quote Last Changed:** 7/12/2024 4:36:50 PM

(1 of 1)

		Quote Description:		Monument; Wayfinding			Amenities; Wayfinding					
		Awarded Total:			0.00			48,400.00				
		Quoted Items Total:			47,065.28			48,400.00				
		Special Conditions:			0.00			0.00				
		Quoted Total:			47,065.28			48,400.00				
		Last Update:			7/12/2024 10:18:10 AM			7/12/2024 4:36:50 PM				
		Comparable Total:			47,065.28			48,400.00				
		Seller:		Yesco			S&H Steel					
Quote Group	**Code**	**Description**	**Quantity UM**		**Unit**	**Total**		**Unit**	**Total**	**Unit**	**Total**	**Unit**	**Total**
Wayfinding	11.2	Wayfinding Signs	1.00 LS		7,158.50	7,158.50		0.00	0.00				
Wayfinding	11.3.1	Paddle Sign, 1-Plate = 20ea; 2-plate = 2ea	22.00 EA		1,813.94	39,906.78		2,200.00	48,400.00				

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-3QO-
PLUMBING CONTRACTOR
Phoenix, AZ – ROC# 322290
www.3QOPlumbing.com
Eliseo3QO@outlook.com
(623)432-6004

To: Hunter Contracting Co.

Date: 07-05-2024

Project: Tumbleweed Park Pickleball.

Address: Chandler, AZ 85225.

REVISED PROPOSAL

Dear Sr,
Having carefully examined the bid documents including the plans, specifications, and other related documents; and being familiar with conditions surrounding construction of the proposed project including the availability of material and labor, 3QO LLC proposes to furnish all labor, material, equipment, supplies, tools, transportation to provide and install:

- ABS DWV underground.
- No-hub cast iron DWV above ground.
- Trenching, backfill and compaction.
- Copper domestic water lines.
- Plumbing fixtures per schedule or approved equal.

For the proposed project according to drawings dated 05-22-2024.

Prices and availability are subject to change 30 days after the date of this proposal

Lump Sum: $91,500.00

Exclusions:

Export & import of spoils, additional work arising from unforeseen conditions, building permits, fees, taxes, work beyond 5ft of foundation, general demolition, saw cut, demo, and patch-back of concrete slab.

Terms:

30day payment cycles.

Billing projections towards the end of each month.

Bill for stored materials on site

All T&M and change order work to be performed with the following rates: Supervisor $120/hr. Plumber $100/hr. Apprentice and laborer $80/hr. 25% material markup.

QUOTE

ADAMS FENCE, LLC.

Licensed
ROC 224210

503 W Watkins St.
Phoenix, Az. 85003
PHONE: (602) 256-7800
FAX : (602) 256-7801

DATE July 9, 2024

Contractor Hunter

PROJECT Tumbleweed Pickleball Courts- 100% Plans
Job Address 2250 S. McQueen Rd.
Chandler, AZ 85286

Addenda(s) noted	BASE BID	Add Alternate	Total with Alternate
NONE	$272,310.00	$127,760.00	$400,070.00

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1345	10' H blue vinyl chain link w/ painted frame & 6' H windscreen (1/LS502)	$138.00	$185,610.00
2	4' W x 8' H blue vinyl chain link walk gate (1/LS502)	$750.00	$1,500.00
1400	4' H blue vinyl chain link w/ painted frame & Beacon rail padding (3/LS502)	$56.00	$78,400.00
16	4' W x 4' H blue vinyl chain link walk gate (3/LS502)	$425.00	$6,800.00
			$0.00
	Add Alternate		$0.00
600	12' H blue vinyl chain link w/ painted frame (no detail)	$165.00	$99,000.00
241	8' H blue vinyl divider chain link w/ painted frame (no detail)	$110.00	$26,510.00
3	4' W x 8' H blue vinyl chain link walk gate	$750.00	$2,250.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00

EXCLUSIONS: grading, staking taxes, permits, bonds, fire dept, locks, boxes, signs, mow curbs, saw cutting, and core drilling.

Contact Person(s): Steve Adams 602-399-2486
Steve@adamsfence.net

SUBTOTAL	$400,070.00
SALES TAX	$0.00
TOTAL	**$400,070.00**

Steven Brinkerhoff

From: Casey Gauthier <casey@alstatesteel.com>
Sent: Thursday, July 11, 2024 4:51 PM
To: Steven Brinkerhoff
Subject: RE: Tumbleweed Park Pickleball - Chandler, AZ

Categories: Pickleball - Tumbleweed

EXTERNAL EMAIL

I've reviewed them and didn't notice anything, but I wanted to check in case you spotted something I might have missed. My nun

Thank You,

Casey Gauthier | VP-Estimating
Alstate Steel | Phoenix, AZ
O: (602) 699-6500 | M: (505) 503-3221
www.Alstatesteel.com

From: Steven Brinkerhoff <steven.brinkerhoff@huntercontracting.com>
Sent: Thursday, July 11, 2024 4:48 PM
To: Casey Gauthier <casey@alstatesteel.com>
Subject: RE: Tumbleweed Park Pickleball - Chandler, AZ

I don't know, I didn't investigate your scope. But there hasn't been a lot of changes overall.

Thank you,

Steven Brinkerhoff
Preconstruction Manager / Estimator
C (602) 541-0753
steven.brinkerhoff@huntercontracting.com
huntercontracting.com

701 N. Cooper Road
Gilbert, AZ 85233

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From: Casey Gauthier <casey@alstatesteel.com>
Sent: Thursday, July 11, 2024 4:46 PM
To: Steven Brinkerhoff <steven.brinkerhoff@huntercontracting.com>
Subject: RE: Tumbleweed Park Pickleball - Chandler, AZ

> You don't often get email from casey@alstatesteel.com. Learn why this is important

EXTERNAL EMAIL

Steven,

I looked at the 100% plans, and I didn't see any impact for steel. Let me know if I am overlooking something otherwise m

Thank You,

Casey Gauthier | VP-Estimating
Alstate Steel | Phoenix, AZ
O: (602) 699-6500 | M: (505) 503-3221
www.Alstatesteel.com

From: Steven Brinkerhoff <steven.brinkerhoff@huntercontracting.com>
Sent: Thursday, July 11, 2024 4:39 PM
To: Casey Gauthier <casey@alstatesteel.com>
Subject: RE: Tumbleweed Park Pickleball - Chandler, AZ

I haven't had a chance to call you back, but we definitely need your updated pricing based on the 100% plans. We need it to
to run with you guys on this one.

Thank you,

Steven Brinkerhoff
Preconstruction Manager / Estimator
C (602) 541-0753
steven.brinkerhoff@huntercontracting.com
huntercontracting.com

701 N. Cooper Road
Gilbert, AZ 85233

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From: Casey Gauthier <casey@alstatesteel.com>
Sent: Friday, June 21, 2024 1:40 PM
To: Steven Brinkerhoff <steven.brinkerhoff@huntercontracting.com>
Subject: RE: Tumbleweed Park Pickleball - Chandler, AZ

EXTERNAL EMAIL

Good Afternoon Steven,
Could you let me know how our pricing looked on this one?

Thank You,

Casey Gauthier | VP-Estimating
Alstate Steel | Phoenix, AZ
O: (602) 699-6500 | M: (505) 503-3221
www.Alstatesteel.com

From: Casey Gauthier
Sent: Tuesday, June 11, 2024 1:16 PM
To: steven.brinkerhoff@huntercontracting.com
Subject: Tumbleweed Park Pickleball - Chandler, AZ

Good Afternoon Steven,

Please see the attached proposal above for the Tumbleweed Park Pickleball – Chandler, Arizona. Our price is Furnish and the price reflecting ALL steel to be Galvanized, let me know if I misunderstood the requirements.

Thank You,

Casey Gauthier | VP-Estimating
Alstate Steel | Phoenix, AZ
O: (602) 699-6500 | M: (505) 503-3221
www.Alstatesteel.com

Arizona Washroom Partitions

4849 South 36th Street • Phoenix, AZ 85040 • Lic. ROC177163 • Phone 602-437-8036 • sales@azwashroom.com

To: Hunter Contracting Co.
Attn: Steven Brinkerhoff

Date: July 10, 2024 **Revised**
Quote: **24-6159**
Project: Tumbleweed Park Pickleball
2250 S. McQueen Rd.
Chandler, AZ 85286

Addenda Seen: 0

Toilet Accessories by Gamco, FOB AWP:
Materials – Revised per email dated 6/28/24, subject to approval.

8	B-165 1824	Channel Frame Mirror, 18x24	
2	832-001-18	Grab Bar, 1 1/4" OD, Snap Flange, 18"	
2	832-001-36	Grab Bar, 1 1/4" OD, Snap Flange, 36"	
2	832-001-42	Grab Bar, 1 1/4" OD, Snap Flange, 42"	
8	XL-SB	Hand Dryer, Automatic, Brushed Stainless	
1	100SSE-SM	Foundations Adult Changing Station, SS, Surface Mount	$ 13,280.00

Labor

Deliver and install accessories. One trip.	$ 510.00
Install 16 OFCI Toilet paper and soap dispensers. Same trip as above.	$ 240.00

Fire Equipment by JL Industries, FOB AWP:
Materials

1	COS5E	Cosmic Fire Extinguisher, 3A:40BC	$ 90.00

Labor
Deliver only. Same trip as above. No Charge

Note: Project assumed to be a Modification. Materials pricing EXCLUDES TPT tax for contractors, subject to contractor supplying a valid Arizona Form 5000 Transaction Privilege Tax Exemption Certificate.

Prices good for 30 days.
Terms: Net 30 pending credit request and approval. Add 3% if paying by credit card.

Excluded: Bonds, backing, blocking, wall cuts, framing, and caulking. Grab Bar backing must be provided at proper location to allow installation. Installation of grab bars on glass tile. Installation/tagging of fire extinguishers. ADA pipe insulation and signage. Toilet paper and soap dispensers (furnished by owner).

Respectfully Submitted,

Dale S. Vanniman

Please sign below and return to Arizona Washroom Partitions to indicate acceptance of this quotation and authorization to proceed with the order.

Signature _____ Date _____ P.O. Number _____

Providing washroom partitions and accessories in Arizona for more than 40 years

PROPOSAL

To:	Hunter Contracting Co.	Date:	June 11, 2024
Attention:	Steven Brinkerhoff	Office:	480.486.7067
Address:	701 N Cooper Rd Gilbert, AZ 85233	Fax:	

JOB NAME	JOB NUMBER	JOB ADDRESS
Pickleball at Tumbleweed Park		2250 S McQueen Rd Chandler, AZ 85286

PROPOSAL SUMMARY	AMOUNT
Painting:	16,310
Tax	0
Total >>>>>>	16,310

CraftMasters Painting, Inc. is pleased to present the following bid for ***Tumbleweed Pickleball*** based on ***GAA*** plans and specifications dated***, April 12, 2024,*** and subject to the following inclusions, exclusions and qualifications:

SCOPE OF WORK:

1 Prime and paint interior restroom CMU walls with 2-part epoxy paint.
2 Prime and paint (10) HM doors and frames.
3 Prime and paint exposed metal beams, columns and screens.
4 Seal exterior CMU walls with (2) coats of Rain Guard anti-graffiti coating for a 5-year warranty.

EXCLUTIONS:

1 Epoxy flooring, base, site work.

QUALIFICATIONS

1 This proposal is valid for 30 days from the above date. CraftMasters will provide all labor, materials, and equipment necessary to complete this job.
2 CraftMasters Painting is an Arizona limited liability company (LLC) licensed, bonded and insured, and a member of the Painting and Decorating Contractors of America (PDCA) and Better Business Bureau (BBB). License number: ROC171760. Workmanship warranty is for a period of two (2) years and product warranties are as per manufacturer.

We look forward to working with you on this project. If you have any questions, please do not hesitate to call.

Thank you for your business!

CraftMasters Painting, LLC. 18680 E. Reins Rd Queen Creek, AZ 85142
Joe Emig, joe@craftmasterpainting.com, 480.650.8500
Austin Abney, austin@craftmasterspainting.com, 480.620.9479

Pickleball Courts at Tumbleweed Park **Date:** 7/10/24

Project No. PR2206.401 **Bidder:** Echo Canyon Electri

Identify which items are long-lead by listing the lead time in weeks, add line items if necessary.

Schedule of Values			Your 90%			
Long Lead	Bid Item	Description	Bid Qty	UM	Unit Cost	Total Cost
Weeks	**5**	**ELECTRICAL**	**1**	**EA**	**$ 852,796.20**	**$ 852,796.20**
	5.1	800 amp SES - purchase & install 52 weeks lead time	1	EA	$ 26,745.00	$ 36,747.00
	5.1a	400 amp SES (alternate to replace 800 amp SES) - purchase & install		EA	$ 26,745.00	$ -
	5.2	2-4" Sch 40 Trench, and Conduit for Secondary Utility feed	130	LF	$ 33.62	$ 4,370.60
	5.3	2-2" Sch 40 Trench, Conduit and Wire per C-104	230	LF	$ 24.21	$ 5,568.30
	5.4	4-2" Sch 40 Trench, Conduit and Wire per C-104	1,530	LF	$ 44.83	$ 68,589.90
		2-2.5" Sch 40 Trench, conduit and wire power feed to Rest Room	160		$ 40.04	$ 6,406.40
		Trench, conduit and wire for site branch circuitry				$ 238,323.00
	5.5	Tie Conduit Sweeps into existing #9 Vault per C-103-1	1	EA	$ 2,690.00	$ 2,690.00
	5.6	#3 Pull Box	5	EA	$ 200.00	$ 1,000.00
	5.7	#7 Pull Box	1	EA	$ 300.00	$ 300.00
	5.8	#7 Vault, C-103-1	3	EA	$ 650.00	$ 1,950.00
	5.9	#9 Vault, C-103-1	1	EA	$ 5,500.00	$ 5,500.00
	5.10	Transformer Pad	1	EA	$ 4,946.00	$ 4,946.00
	5.11	Power Feed & 120V Connections: Drinking Fountain	1	EA	$ 425.00	$ 425.00
	5.12	Lights and Receptacles (Ramada & Shade Structures)	4	EA	$ 1,250.00	$ 5,000.00
	5.13	Light Poles and Fixtures (Pickleball Courts) purchase & install	1	EA	$ 391,055.00	$ 391,055.00
	5.14	Light Poles and Fixtures (Area and Site Lights) purchase & install	1	EA	$ 79,925.00	$ 79,925.00
Weeks	**15**	**BATHROOM BUILDING**	**1**	**EA**	**$ 53,302.06**	**$ 53,302.06**
	15.8	Electrical Conduit and Wiring (including within 5' of building)	1	LS	$ 24,207.00	$ 24,207.00
	15.9	400 amp Wall Mounted Panel	1	EA	$ 2,000.00	$ 2,000.00
	15.10	Lighting Control Panel, Wall Mounted	1	EA	$ 6,440.00	$ 6,440.00
	15.11	Light Fixture (w/emergency battery pack where applicable)	22	EA	$ 925.23	$ 20,355.06
	15.13	Switches, receptacles, & motion sensors (trim)	1	EA	$ 300.00	$ 300.00
		SUBTOTAL - COST			**$**	**906,098.26**
	18	**TENNIS COURTS (not included in total cost model above)**	**1**	**EA**	**$**	**155,526.28**
Weeks		**Electrical**	**1**	**EA**	**$ 155,526.28**	**$ 155,526.28**
	18.12	Existing 800 Amp Panel Work	1	EA	$ 912.00	$ 912.00
	18.13	1.5" Trench, Conduit and Wire	530	LF	$ 27.93	$ 14,802.90
	18.14	1" Trench, Conduit and Wire	973	LF	$ 33.06	$ 32,167.38
	18.15	#3-1/2 Pull Box	3	EA	$ 200.00	$ 600.00
	18.16	Light Poles and Luminaires	16	EA	$ 6,690.25	$ 107,044.00
		GRAND TOTAL - COST			**$**	**1,061,624.54**

Arizona Branch
Tel (602) 253-5242
Fax (602) 797-0147
Res. ROC092284
Com. ROC092211

European Pavers Southwest, Inc.

Segmental Paving Specialists for Over 40 Years
P O Box 21087, Phoenix, AZ 85036

June 10, 2024

Hunter Contracting
701 North Cooper Road
Gilbert, AZ 85233

Attention: Malcolm George

Re: Tumbleweed Park Pickleball Median Paver Bid

We are pleased to submit our quotation on the above referenced project. Breakdown is as follows:

- To furnish and install 600 SF of Pavestone City Stone 3pc, 60mm Old Town Blend (or approved equal) on 1" bedding sand and 4" abc base per MAG dtl 225 will be @ $16.55/sf =

Total Bid = $9,930.00

Included in the price is the 4" abc base, 1" sand setting bed, all paver material as noted above, 1 mobilization, and all labor to complete the same scope of work.

Excluded from the price is any excavation/rough grading, concrete work, filter fabric, pre-emergent, traffic control/barricades, multiple mobilizations above 1, Davis Bacon wages, and the cost of any taxes, bonds, permits, fees, tests, or inspections.

Notes:
- Additional mobilization costs will be $750 per mobilization.
- Pricing is good for 90 days from date of this bid.
- **If contract is a final field measurement, then the owner will be responsible for the cost of all special order product, regardless of final field measure. Credit will be available for installation only.**
- Pavers are not specified and bid assumes City Stone style to match existing. Will need approved samples. If a different material selected, there may be cost impacts.

European pavers has WBE status in the event it effects the outcome of this bid.

If you have any questions regarding this bid, I can be reached at 602-397-4062.

Respectfully submitted,

Renee Boyer
European Pavers Southwest Inc.
renee@epswi.com

Proposal

Q003282

Please Issue Purchase Order to:

Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155

Proposal Date	Salesperson
7/1/2024	Kevin Solomon 480-323-0337 kevin@exerplay.com

Chandler, City of; Tumbleweed PickleBall Park

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
		CLASSIC RECREATION SYSTEMS			
1.00	SHELTER	20'x20' Northwest. Medallion-Lok Roof, 6:12 - 4:12 Roof Pitch, 7'6" Eave Height, Tube Steel Fascia, 4 Surface Mount Columns , TGIC Poly Powder Coat w/ Zinc Rich Primer (Standard colors only **Upcharge for custom colors).	31,225.00		31,225.00
Note:		Provision for Electrical: 1 Ea Outlet, 1 Ea Light - NOTE - Lead time for Ramadas is approximately 26 weeks, anchor bolts and permits by others.			
1.00	ENGINEERING	Structural Calculations (Includes 3 sets - 24" x 36" copies) - NOTE - Lead time for Structural Calcs is approximately 3-4 weeks	1,250.00		1,250.00
1.00	SHELTER	20'x38' Northwest. Medallion-Lok Roof, 6:12 - 4:12 Roof Pitch, 7'6" Eave Height, Tube Steel Fascia, 4 Surface Mount Columns, TGIC Poly Powder Coat w/ Zinc Rich Primer (Standard colors only **Upcharge for custom colors).	56,795.00		56,795.00
Note:		Provision for Electrical: 2 Ea Outlet, 2 Ea Light - NOTE - Lead time for Ramadas is approximately 26 weeks, anchor bolts and permits by others.			
1.00	ENGINEERING	Structural Calculations (Includes 3 sets - 24" x 36" copies) - NOTE - Lead time for Structural Calcs is approximately 3-4 weeks	1,250.00		1,250.00
1.00	FREIGHT	Freight/shipping charges (123623 R1)	2,015.00		2,015.00
1.00	CEC-INSTALL	Installation of Ramadas (excludes footers, masonry & permits) (09619-1)	20,410.00		20,410.00
1.00	CEC-INSTALL	ADD OPTION: Pier Footings on Ramadas (09619-1)	8,995.00		8,995.00
		SITE FURNISHINGS			
8.00	SITE FURNISHINGS	BL315LR • 3 Row x 15'L Low-Rise Aluminum Bleacher- 2014 IBC Compliant	2,650.00		21,200.00
1.00	FREIGHT	Freight/shipping charges (QUO0285238)	4,225.00		4,225.00
8.00	CEC-INSTALL	Installation of Bleachers (09619-1)	3,566.00		28,528.00
13.00	TR32CLASSIC	32 Gallon Classic Standard Trash Receptacle, Receptacle Only	670.00		8,710.00
13.00	FLATTOP32-HW	Flat Top for 32 Gallon Receptacles	187.00		2,431.00
13.00	LINER32-BLACK	Plastic Liner - Black Color	83.20		1,081.60
13.00	TR-SM-HW	Surface Mounting Kit for All Models	93.50		1,215.50
15.00	B6WBCLASSICWING	6' Standard -Ribbed Steel- Wingline Bench, In-Ground Mount	1,076.00		16,140.00
12.00	SITE FURNISHINGS	86MODCLASSS • 6 Ft. Bench without Back and Arms, Ribbed Steel, 2 3/8" Legs, Inground Mt.	1,726.00		20,712.00
4.00	T8RCHDCP	8' Regal Accessible Rectangular Portable Table	1,410.00		5,640.00
3.00	SITE FURNISHINGS	T8RC • 8Ft. Table, 2 Attached 8Ft. Seats, Rounded Corners, 3/4" #9 Expanded Metal, Two 2 3/8" Legs, Portable	1,527.00		4,581.00
1.00	FREIGHT	Freight/shipping charges (QUO0285238)	10,455.00		10,455.00

Proposal

Q003282

Please Issue Purchase Order to:

Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155

Proposal Date	Salesperson
7/1/2024	Kevin Solomon 480-323-0337 kevin@exerplay.com

Chandler, City of; Tumbleweed PickleBall Park

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
1.00	CEC-INSTALL	Installation of Site Furnishings (09619-1)	19,870.00		19,870.00
	Note:	*Pricing requires single, concurrent mobilization. Each additional mobilization will incur a $975.00 charge.			

THIS PROPOSAL IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS
Taxes subject to change

Proposal prepared by: Ashley Gonzales

Subtotal	266,729.10
Tax Total:	0.00
Total	266,729.10

Accepted by:
Print Name: _____ Signature: _____ Date: _____

Proposal

Q003282

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.

QUOTE

FORTILINE WATERWORKS
a MORSCO brand

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
219895	FORTILINE MESA	6511781	6/26/24	1

CUSTOMER	PROJECT INFORMATION
ALL BIDDERS MESA 4863 E. INGRAM ST. MESA, AZ 85205	TUMBLEWEED PARK PICKLEBALL CHANDLER

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			**************************** * FORTILINE WATERWORKS * * 4863 EAST INGRAM STREET * * MESA AZ * **************************** . PHONE (480) 265-3636 FAX (480) 813-2350 . . ATTENTION: BIDDING CONTRACTOR . . DATE: 06-26-2024 . . PLANS DATED: 06-12-2024 . . THIS TAKEOFF REPRESENTS OUR INTERPRETATION OF THE PLANS & SPECS. FINAL RESPONSIBILITY FOR AMOUNTS AND ACCURACY OF ITEMS BELONGS TO THE CUSTOMER. . . THIS TAKEOFF IS OFFERED UNDER FORTILINE WATERWORKS TERMS AND CONDITIONS, IF YOU NEED A COPY OF THOSE PLEASE CONTACT OUR OFFICE. . SPECIAL ORDER MATERIAL MAY BE SUBJECT TO RESTOCKING CHARGES OR MAY NOT BE RETURNABLE. . QUOTATION BASED ON PURCHASE OF TOTAL QUANITY, ANY DEVIATION MAY RESULT IN PRICE CHANGES. . WE APPRECIATE THE OPPORTUNITY TO QUOTE YOU AND LOOK FORWARD TO WORKING WITH YOU ON THIS PROJECT. GOOD LUCK !!!		

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			.		
			.		
			.		
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			.		
			==========		
			TUMBLEWEED PARK PICKLEBALL		
			2250 S MCQUEEN RD		
			CHANDLER, ARIZONA		
			==========		
			******** SEWER ********		
			BID ITEM 2.2		
			6" PVC SEWER LINE		
680	460	FT	6"X20' SDR35 PVC SEWER PIPE	6.0900	2,801.40
690	1	EA	3"X1000' SEWER DETECTOR TAPE	33.6400	33.64
700	1	EA	14GA TRACER WIRE GREEN 500'	97.3600	97.36
710	1	EA	6" CONC MANHOLE ADPT MA60	5.1600	5.16
720	2	EA	6" SDR35 PVC WYE GXG	55.4800	110.96
730	2	EA	6" SDR35 PVC 45 GXG	28.4600	56.92
740	3	EA	6" SDR35 PVC CAP G	16.9400	50.82
			Package Sub-total:		**3,156.26**
			BID ITEM 2.4		
			SEWER CLEANOUT		
800	5	EA	6"X4" SDR35 PVC WYE GXG	48.9900	244.95
810	5	EA	4" SDR35 PVC 45 GXS	12.6000	63.00
820	20	FT	4"X20' SDR35 PVC SEWER PIPE	2.6300	52.60
830	5	EA	4" CPLG CI/PVCXCI/PVC 56-44	5.6000	28.00
840	5	EA	JAY R SMITH 4220 CLEANOUT ASSY #4223S04-NS WITH BRONZE PLUG	221.3600	1,106.80
			Package Sub-total:		**1,495.35**
			Section Sub-total:		**4,651.61**
			******** WATER ********		
			BID ITEM 3.1		
			2" COPPER WATER SERVICE LINE		
940	80	FT	2X40' TYPE K SOFT COIL COPPER TUBING	20.0400	1,603.20
950	1	EA	2" CPLG PJCXPJC E2609 LOW LEAD	163.8000	163.80
			Package Sub-total:		**1,767.00**
			BID ITEM 3.2		

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

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CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
219895	TUMBLEWEED PARK PICKLEBALL CHANDLE	6511781	6/26/24	3

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			2" SCH 40 PVC WATER LINE		
1010	160	FT	2" SCH40 PVC PIPE BE	1.4800	236.80
1020	200	FT	4X200 BLUE POLYWRAP FOR 2" COP	.3200	64.00
1030	1	EA	2"X100' POLY TAPE	5.5500	5.55
1040	1	EA	3"X1000' WATER DETECTOR TAPE	33.6000	33.60
1050	1	EA	14GA TRACER WIRE BLUE 500'	97.3600	97.36
1060	1	EA	2" SCH80 PVC ADPT HXM	17.7900	17.79
1070	1	EA	2" SCH80 PVC 45 HXH	15.2800	15.28
1080	1	EA	2" SCH80 PVC 22-1/2 HXH	17.9600	17.96
1090	1	EA	2" SCH80 PVC CAP H	14.3300	14.33
			Package Sub-total:		**502.67**
			BID ITEM 3.3 **2" RPBA & CAGE**		
1150	1	EA	2" RED PRS BFP LF009M2QT LEAD FREE	654.5300	654.53
1160	1	EA	STEEL BFP ENC GUARDSHACK GS-3 10X24X40	581.8500	581.85
1170	1	EA	2" BRASS MTR FLG NL	101.0100	101.01
1180	1	EA	2" MTR GASKET DROP IN	1.1300	1.13
1190	1	EA	2" BRASS METER BOLT & NUT SET	51.4400	51.44
1200	3	EA	2" COPPER SWEAT MALE ADPT	33.6900	101.07
1210	4	EA	2" COPPER SWEAT 90	25.1500	100.60
1220	1	EA	2" CAST COPPER UNION	130.5100	130.51
1230	1	EA	2" COPPER SWEAT FEMALE ADPT	42.3100	42.31
1240	20	FT	2X20' TYPE K HARD COPPER TUBE	17.2600	345.20
			Package Sub-total:		**2,109.65**
			BID ITEM 3.4 **2" WATER METER ASSY**		
1300	1	EA	12X2 IP SDL BRZ AC/DIP DOUBLE STRAP 13.14-14.48	311.8000	311.80
1310	1	EA	2" BALL CORP MIPXFIP NL	379.0000	379.00
1320	2	EA	2" COPPER SWEAT MALE ADPT	33.6900	67.38
1330	1	EA	2" BALL ANG VLV FIPXMTR FLG W/LOCKWING NO LEAD	468.0300	468.03
1340	1	EA	19X30X12 POLY CONC METER BOX A6001854PCX12-MAG4 CHANDLER	312.9900	312.99
1350	1	EA	#4 POLY LID W/READ HOLE F/CONC MAG METER BOX CHANDLER SPEC	277.7300	277.73
			Package Sub-total:		**1,816.93**
			Section Sub-total:		**6,196.25**
			******** STORM DRAIN ********		
			BID ITEM 4.1 **12" HDPE**		
1440	60	FT	12" N12 ASTM F2648 PIPE IB/WT	10.1800	610.80

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
219895	TUMBLEWEED PARK PICKLEBALL CHANDLE	6511781	6/26/24	4

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			NON-DOT		
1450	2	EA	12" WATERSTOP GASKET 1202PS	59.9500	119.90
1460	2	EA	12"X4" N12 RED CPLG WT 1274WT	172.7200	345.44
1470	1	EA	12" N12 90 WT 1299WT	218.8000	218.80
			Package Sub-total:		**1,294.94**
			BID ITEM 4.2		
			18" HDPE		
1530	160	FT	18" N12 ASTM F2648 PIPE IB/WT	19.5800	3,132.80
			NON-DOT		
1540	4	EA	18" WATERSTOP GASKET 1802PS	96.6600	386.64
			Package Sub-total:		**3,519.44**
			BID ITEM 4.3		
			24" HDPE		
1600	80	FT	24" N12 ASTM F2648 PIPE IB/WT	32.4300	2,594.40
			NON-DOT		
1610	2	EA	24" WATERSTOP GASKET 2402PS	152.9400	305.88
			Package Sub-total:		**2,900.28**
			BID ITEM 4.7		
			TRENCH DRAIN		
1670	2	EA	4'X6" DURASLOPE CHANNEL DS114 11.72"-12.06"	144.4800	288.96
1680	2	EA	4'X6" DURASLOPE CHANNEL DS113 11.39"-11.72"	144.4800	288.96
1690	4	EA	4'X6" DURASLOPE CHANNEL DS112N 11.39"	144.4800	577.92
1700	2	EA	4'X6" DURASLOPE CHANNEL DS112 11.05"-11.39"	144.4800	288.96
1710	2	EA	4'X6" DURASLOPE CHANNEL DS111 10.71"-11.05"	144.4800	288.96
1720	2	EA	4'X6" DURA SLOPE CHANNEL DS110 10.38"-10.71"	144.4800	288.96
1730	2	EA	4'X6"DURA SLOPE CHANNEL DS109N 10.38"	144.4800	288.96
1740	2	EA	4'X6" DURA SLOPE CHANNEL DS109 10.05"-10.38"	144.4800	288.96
1750	2	EA	4'X6" DURA SLOPE CHANNEL DS108 9.70"-10.05"	144.4800	288.96
1760	2	EA	4'X6" DURA SLOPE CHANNEL DS107 9.37"-9.70"	144.4800	288.96
1770	2	EA	4'X6"DURA SLOPE CHANNEL DS106N 9.37"	144.4800	288.96
1780	2	EA	4'X6" DURA SLOPE CHANNEL DS106 9.04"-9.37"	144.4800	288.96
1790	2	EA	4'X6" DURA SLOPE CHANNEL DS105 8.70"-9.04"	144.4800	288.96
1800	2	EA	4'X6" DURA SLOPE CHANNEL DS104 8.37"-8.70"	144.4800	288.96
1810	4	EA	4'X6"DURA SLOPE CHANNEL DS103N 8.37"	144.4800	577.92
1820	2	EA	4'X6" DURA SLOPE CHANNEL DS103	144.4800	288.96

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
219895	TUMBLEWEED PARK PICKLEBALL CHANDLE	6511781	6/26/24	5

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			8.03"-8.37"		
1830	2	EA	4"X6" DURA SLOPE CHANNEL DS102 7.69"-8.03"	144.4800	288.96
1840	2	EA	4'X6" DURA SLOPE CHANNEL DS101 7.36"-7.69"	144.4800	288.96
1850	2	EA	4'X6" DURASLOPE CHANNEL DS100N 7.36"	144.4800	288.96
1860	2	EA	4'X6" DURASLOPE CHANNEL DS100 7.02"-7.36"	144.4800	288.96
1870	2	EA	4'X6" DURASLOPE CHANNEL DS099 6.69"-7.02"	144.4800	288.96
1880	2	EA	4'X6" DURASLOPE CHANNEL DS098 6.35"-6.69"	144.4800	288.96
1890	2	EA	4'X6" DURASLOPE CHANNEL DS097N 6.35" DEEP NEUTRAL	144.4800	288.96
1900	2	EA	4'X6" DURASLOPE CHANNEL DS097 6.01"-6.35"	144.4800	288.96
1910	2	EA	4'X6" DURASLOPE CHANNEL DS096 5.68"-6.01"	144.4800	288.96
1920	2	EA	4'X6" DURASLOPE CHANNEL DS095 5.34"-5.68"	144.4800	288.96
1930	4	EA	4'X6"DURA SLOPE CHANNEL DS094N 5.34"	144.4800	577.92
1940	2	EA	4'X6" DURASLOPE CHANNEL DS094 5.00"-5.34"	144.4800	288.96
1950	2	EA	4'X6" DURASLOPE CHANNEL DS093 4.67"-5.00"	144.4800	288.96
1960	2	EA	4'X6" DURASLOPE CHANNEL DS092 4.34"-4.67"	144.4800	288.96
1970	2	EA	4"X6" DURASLOPE CHANNEL DS091N 4.34"	144.4800	288.96
1980	2	EA	4'X6" DURA SLOPE CHANNEL DS091 3.99"-4.34"	144.4800	288.96
1990	2	EA	4'X6" DURASLOPE CHANNEL DS090N 3.99"	144.4800	288.96
2000	4	EA	UNIVERSAL END CAP F/DURA SLOPE	18.1400	72.56
2010	4	EA	3/4" FRAME&CAP SCREWS BAG(12)	6.8600	27.44
2020	2	EA	DURA SLOPE BOTTOM OUTLET ADPT DS-126	43.5800	87.16
2030	144	EA	DURA SLOPE DI FRAME DS-200H	48.4200	6,972.48
2040	144	EA	2' DURA SLOPE SLOTTED DI GRATE	63.5900	9,156.96
2050	4	EA	DURA SLOPE GRATE SCREWS 629	30.1800	120.72
2060	20	FT	4" N12 AASHTO M252 PIPE IB/WT	2.3600	47.20
2070	2	EA	4" N12XSDR 35 ADAPT 0469AG	40.1900	80.38
2080	1	EA	4" N12 90 WT 0499WT	30.7300	30.73
			Package Sub-total:		**26,998.19**
			Section Sub-total:		**34,712.85**
			****** 1" WATER SERVICE ******		
2130	1	EA	8X1 IP SDL BRZ F/C900 9.05 SINGLE STRAP	97.5200	97.52
2140	1	EA	1" BALL CORP MIPXPJC NL	94.7300	94.73
2150	60	FT	1X60' TYPE K SOFT COIL COPPER TUBING	12.0700	724.20
2160	1	EA	1" BALL ANG VLV PJXMSN NL	175.3500	175.35
2170	1	EA	18"X25-3/4" CONCRETE MAG MB #2	72.5700	72.57
2180	1	EA	#2 POLY LID W/READ HOLE F/CONC MAG METER BOX CHANDLER SPEC	112.3800	112.38

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

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After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
219895	TUMBLEWEED PARK PICKLEBALL CHANDLE	6511781	6/26/24	6

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Section Sub-total:		**1,276.75**

Subtotal:	46,837.46
Tax:	.00
Bid Total:	46,837.46

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By AWP 6/26/24 12:07:51

G & G MASONRY

PO Box 5277
Peoria, AZ 85385
(602) 942-1983 Main
(602) 978-8806 Fax
License 321570

Masonry Bid Proposal

Date: July 9, 2024

To: Malcolm George - Hunter Contracting Co From: Melonie Leslie, President

Project: **Tumbleweed Park Pickleball Building**
Project Address: 2250 S. McQueen Road, Chandler, AZ 85286

Total Masonry bid proposal:	**$**	**87,610.00**
Breakout for releasing CMU order (long lead):	**$**	**25,336.00**

Inclusions:

1) Labor
2) Equipment
3) Block with integral water repellent - smooth 8-8-16 integral color from standard color group and smooth 8-4-16 integral color from standard color group --- ***Lead time is 20 weeks minimum.***
4) Mortar - ***Lead time is 6 weeks minimum. Color pigment availability varies and limited integral color options may be available.***
5) Duro wire
6) Grout
7) Rebar (furnished and installed)
8) Set miscellaneous steel embeds (under 200 pounds only) as required at time of masonry construction (embeds furnished,**offloaded** and stored by others). Embeds and anchor bolts **must be on site a minimum of 5 work days prior to grouting**. Embed and anchor bolt layouts must be provided **in writing** by others prior to the start of masonry construction.
9) Set hollow metal frames **at start** of masonry construction (frames and spreaders furnished, **offloaded** and stored by others).
10) Masonry lintels where required
11) Masonry stems
12) Masonry control joints
13) CMU for one new restroom in finish pattern per 1/A301 - Note: construction must occur prior to paving/curbing
14) Masonry trash cleanup to dumpster (dumpster and dumpster removal to be provided by others)
15) Material, freight and fuel surcharges may apply if implemented by supplier after time of bid. If increases occur, a change order will be given for the difference in cost from time of bid to date of delivery to job site.
16) Material price escalations may apply to this project after date of executed contract if G & G Masonry has not received approved construction drawings (including RFI responses that would prohibit being able to place a valid material order), approved submittals, approved samples (including location designated material is to be used), approved shop drawings, definitive masonry scheduled start date (changes or delays in schedule may result in expiration of ready-mix pricing), ability to ship rebar and wire to a dry storage area on site.

Exclusions:

1) Caulking and sealing
2) Dry packing
3) Miscellaneous steel embeds, angles, bolts/nuts or lintels (furnishing, unloading or storing)
4) Flashing
5) Footings
6) Crane hoisting
7) Site dust control
8) Sales tax
9) Bond
10) Permits
11) Water supply
12) Inspection/testing fees
13) Surveying
14) Anti-graffiti coating or CMU sealer
15) Pollution Insurance
16) Offsite storage of materials or off site storage insurance
17) Multiple movements of materials due to advance material procurement
18) Grout cancellation fees if grout has to be cancelled less than 24 hours from time of pour due to reasons unrelated to G & G Masonry LLC other than weather events
19) Concrete/Grout Washout
20) Raked mortar joints
21) Simpson ties, straps or anchors (furnishing, unloading or storing)
22) Welding or weldable rebar
23) Water repellent testing
23) Site walls, signs, benches
24) Splitface CMU
25) Textura fees

Bid proposal based on:

1) Delta 1 Plan Review Comments Resubmittal 5/22/24

Note: The above bid proposal is valid for 20 days. Proposal subject to change due to market increases, fuel/energy surcharges, freight rate increases, lodging/per diem increases or changes to construction documents. Bid proposal subject to receiving a job specific AZ5005 form. Sufficient survey points and/or corner pins and/or gridlines must be provided to us in order to layout the building.Contract acceptance contingent on schedule availability of G&G Masonry LLC and incorporation of inclusions and exclusions into subcontract.

July 10, 2024

Attn: Malcom George
Hunter Contracting, Inc.
520-274-7324
Malcolm.george@huntercontracting.com

Tumbleweed Pickle Ball/Tennis 100% DRAWINGS

General Acrylics, Inc. will provide all Labor, tools and equipment necessary to complete the (18) Pickleball courts and (3) Tennis courts

CONSTRUCT (18) PICKLEBALL COURTS:

- General Contractor/Owner to provide:
  - Clear access to court area.
  - Water source
  - Subgrade prepared with .83% slope
- Install (18) sets of net post sleeves in concrete footers.
- Install 4" of aggregate and compact.
- Install post-tension cabling spacing per layout/plans/PT engineering provided by General acrylics
- Construct (4) 144'x64', construct (2) 70'x44 5" Post Tensioned slab 4000 psi concrete for (18) Pickleball courts.
- Construct (2) 10'x20' practice courts (there are not details on these courts) Hit wall by others
- Caulk anything in our slabs (fence poles or joints) any thing out side of our slab needs to be covered by others including fence poles
- PT Engineering and testing on concrete slabs included
- Clean up from construction.

Court Construction- 432,934.07

NOTE: GC to do slot drain outside of courts

FENCING:

- Construct 1328LF 10' Black Vinyl perimeter fencing 1"3/4 mesh around pickleball courts
- Construct 1400LF 4' Black Vinyl perimeter/Divider fencing 1"3/4 mesh
- Install 1328 LF6'Extreme Screen Windscreen (Green Or Black)
- Includes (18) 4'gates

Fence/Windscreen- $311,691.28

GAMECO SURFACING AND STRIPING:

- Allow courts 28 days for courts to cure before coating.
- Wash and flood check all (16) Pickleball courts.
- Apply (1) coat of Gameco primer to all courts.
- Apply (3) coats of sand filled Gameco colored Acrylics over all (18) Pickleball courts and stripe.
  - Up to (2) colors to be chosen from Gameco color chart.
- Clean up all General Acrylics related debris.

EQUIPMENT:

- Provide/Install (18) sets of Pickleball sleeves
- Provide/Install (18) sets of Douglas Premier XS Pickleball post (Green or Black)
- Provide/Install (18) Douglas PN-30 Pickleball Nets
- Clean up all General Acrylics related debris.

Equipment/Coatings- $84,775.74

Price $829,401.09 excludes taxes and bond

CONSTRUCT (3) TENNIS COURTS:

- General Contractor/Owner to provide:
    - Clear access to court area.
    - Water source
    - Subgrade prepared with .83% slope
- Install (3) sets of net post sleeves in concrete footers.
- Install 4" of aggregate and compact.
- Install post-tension cabling spacing per layout/plans/PT engineering provided by General acrylics
- Construct (1) 120'x120'' for (2) 60'x120 Tennis court', construct (1) 60'x120' 5" Post Tensioned slab 4000 psi concrete for (3) Tennis courts. Note talked with Malcolm 3-26 in regards to the 120x120'
- PT Engineering and testing on concrete slabs included
- Clean up from construction.

Court Construction- $212,999.51

FENCING:

- Construct 688LF 10' Black Vinyl perimeter fencing 1"3/4 mesh around Tennis courts
- Install 600 lf 6'Extreme Screen Windscreen (Green Or Black)
- Includes (3) 4'gates

Fence/Windscreen- $99,577.96

GAMECO SURFACING AND STRIPING:

- Allow courts 28 days for courts to cure before coating.
- Wash and flood check all (3) Tennis courts.
- Apply (1) coat of Gameco primer to all courts.
- Apply (3) coats of sand filled Gameco colored Acrylics over all (3) Tennis courts and stripe.
    - Up to (2) colors to be chosen from Gameco color chart.
- Clean up all General Acrylics related debris.

EQUIPMENT:

- Provide/Install (3) sets of Tennis sleeves
- Provide/Install (3) sets of Douglas Premier XS Tennis post (Green or Black)
- Provide/Install (3) Douglas TN-36 tennis nets
- Clean up all General Acrylics related debris.

Equipment/Coatings- $31,762.86

Price $344,340.33 excludes taxes and bond

NOTES:

- ASBA & USTA require slope at .83% preferably in one direction
- Pricing is based on all scopes going together
- All courts must cure a minimum of 28 days before coating.
- To eliminate pour backs all site concrete to be poured after the courts are constructed.
- Bond rate is 1.5%
- **Preparation of the sub-base, and expressly excludes the condition or preparation of subgrade, and subgrade soils conditions (including expansive or subsident soils). Subcontractor will not be responsible or liable for any subgrade soils or soils conditions (including any moisture or compaction requirements). Any costs or expenses to evaluate**

the soils conditions and prepare the subgrade, including excavation, compaction, re-compaction and grading, or relating or attributable to subgrade settling or movement, shall not be the responsibility of Subcontractor.

EXCLUDES:

- Tax
- Bonds
- Sidewalk
- Slot drain
- Shade structure
- benches
- Permits
- Plans
- Engineering
- Soils Report
- Testing
- caulking
- Staking
- Subgrade prep
- Lighting
- Electrical
- Pour-backs
- Caulking
- Dowels
- Irrigation and Landscaping scope

GUARANTEE: All materials and work performed by Contractor is guaranteed for a period of two (2) years from the time construction is completed. In the construction of concrete courts, shrinkage cracks and/or spalls may appear in the slab but do not cause any structural damage or displacement. In order to minimize the possibility of shrinkage cracks and/or spalls, Contractor uses the least reactive aggregate available. However, neither Contractor nor the concrete ready-mix companies guarantee against shrinkage cracks and/or spalls that may occur in the concrete slab, and the terms of our guarantee do not extend to such shrinkage cracks and/or spalls.

Respectfully,
Account Executive

Kyle Watkins
GENERAL ACRYLICS, INC.

(602) 569-9377 • Fax (623) 298-1310 • Toll Free (800) 436-2279
22222 N 22nd Avenue • Phoenix, AZ 85027
www.generalacrylics.com

MEMBER AMERICAN SPORTS BUILDERS ASSOCIATION

Intertwine Environmental Contractors Inc
General Engineering Contractors, Lic. ROC 235693, 235694,
13790 W Jimmie Kerr Blvd. Casa Grande, AZ 85122
Office (520) 426-9372 Fax (520) 426-9093
WWW.IntertwineContractors.com

Proposal

Date: May 27, 2024

Attention : estimating

Project: Tumbleweed Park Drywell

Location: 2250 S. McQueen Rd.
Chandler AZ

Description	Qty	Unit Price	Total
Intertwines Dual Drywell system *Dual Interceptor Drywell System Approx 95'* *to Include:* *Drilled Drywell 10' into permeable soil Approx 95'* *15' Settling Chamber w/ 24" cover* *19' Drywell Chamber w/ perforated bottom & 24" cover* *4' cross over* *6" Perforated Pipe* *Slurry Backfill top 3' of chambers*	1 ea	$23,000.00	$23,000.00
		Total	**$23,000.00**

Notes: does not include storm drain tie in to drywell

Exclusions: Bond, permits, impact fees, sales tax, SWWP, Modified Wages, Barricades, Signage, staking, survey, fencing layout, soil testing, dust control other than Our scope, R/W permit, special inspections, construction water, Water Meter, concrete & paving, compaction testing, final grade, police officers, streetlights, stripping and signs, landscaping, DG for landscaping, demo, dry utilities, hard dig, soil treatment, ins over 2 mil, offsite work, traffic control, variable message boards, open trench signs, plan review, shadow truck, filled barrier walls, downspout channel and grates, site retaining or screen walls and anything not listed on this proposal.

Trent Humber
Estimator/PM
Intertwine Environmental Contractors, Inc.
Cell (520) 450-3505
estimator@IntertwineContractors.com

QUOTE

5698 S Shady Farm Lane
Murray, Utah 84107
801-274-0212

Quote Number:
00004409

Created or Revised Date:
6/20/2024

Expiration Date:
2025-01-01

Prepared By:
Soren Selph
soren@goplayspace.com

Project Name	Tumbleweed Rec Center - AZ
Location	Chandler, Arizona
Payment Terms	50% Deposit - Net 30

Qty	Manufacturer	Product Code	Product Description	Color	Install Type	Unit Price	Extended Price
1	Kompan	FAZ60600-0001	FAZ60600-0001 - ABDOMINAL BENCH ORANGE , RAL 2010 SURFACE	Orange	Surface Mount	$2,980.00	$2,980.00
1	Kompan	FSW223 - KOMPAN	FSW223 STRETCH STATION ORANGE	Orange	Surface Mount	$4,420.00	$4,420.00
1	Kompan	FAZ Orange	Lower Back Bench	Orange	Surface Mount	$3,390.00	$3,390.00
1	Kompan	Freight	Freight - Kompan Equipment Freight		Lead times are 10-12 Weeks	$1,894.80	$1,894.80

Total Cost	$12,684.80
Tax Percentage	7.80%
Sales/Use Tax	$841.62
Grand Total	$13,526.42

MEMO

Quote does NOT include Excavation, Installation, or surfacing. Includes Equipment & Freight only.

Accepted By:_____

Shipping Contact Name:_____
Steven Brinkerhoff

Shipping Contact Cell No.:_____

Accepted Date:_____

Ship to Address:_____

City, State, Zip Code:_____

NOTES

- Please inventory product within 5 days of receipt and notify us of any problems.
- We are a supplier only. Customer is responsible for accuracy and conformity to plans and specifications.
- Freight has been quoted for single delivery. If customer requires multiple deliveries, additional costs will apply.
- Customer will be prepared to receive material upon delivery, which may include offloading equipment. If unable, customer is responsible for additional storage and/or re-consignment fees.

QUOTE

5698 S Shady Farm Lane
Murray, Utah 84107
801-274-0212

Quote Number:
00004409

Created or Revised Date:
6/20/2024

Expiration Date:
2025-01-01

Prepared By:
Soren Selph
soren@goplayspace.com

NOTES

- Please inventory product within 5 days of receipt and notify us of any problems.
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- Freight has been quoted for single delivery. If customer requires multiple deliveries, additional costs will apply.
- Customer will be prepared to receive material upon delivery, which may include offloading equipment. If unable, customer is responsible for additional storage and/or re-consignment fees.

L & L Asphalt LLC
P.O. Box 73440
Phoenix, AZ 85050
Voice: 623-434-1200
Fax: 623-434-1202

REVISED

PROPOSAL

Proposal Number: 4954B
Proposal Date: Jul 1, 2024
Page: 1

City of Phoenix Certified WBE/DBE/SBE

Asphalt ROC 215796

To:
Hunter Contractors 720 N. Cooper Rd Gilbert, AZ 85233 Phone 480-892-0521

Job Name and Location:
Hunter Contracting Tumbleweed Park Pickleball 100% Germann & Queen Creek Chandler, AZ ASPHALT ONLY

Customer Phone Number	PO Number	Sales Rep Name
480-892-0521		
Customer Fax Number	**Customer Contact**	**Payment Terms**
480-892-4932		Net 30 Days

L & L Asphalt will furnish all labor, equipment, and materials to complete the scope of work as listed below for the unit prices below;

Quantity	Unit	Description	Unit Price	Amount
3,604.00	SY	2" Thick Asphalt Pavement For Parking Stalls With 1/2" MAG Marshall Asphalt Mix.	15.50	55,862.00
1,596.00	SY	3" Thick Asphalt Pavment For Drive Lanes With 1/2" MAG Marshall Asphalt Mix.	24.50	39,102.00
700.00	SY	PIONEER ROAD- Permanent Asphalt Pavement 3" Thick With 1/2" EVAC PG70-16TR Asphalt Mix. (MUST BE COMPLETED WHEN PLANT IS PRODUCING REQUIRED MIX)	36.00	25,200.00
1.00	EA	Jobsite Mobilization MATERIAL PRICE GOOD TILL 12/31/24	1,500.00	1,500.00

INCLUSIONS:

1. Apply tack coat to edges only.
2. Mobilizations Listed On Quote. Any additional will be charged at Price listed.
3. Payment based on actual field measurements and thicknesses.

EXCLUSIONS: (Items listed are excluded from price unless noted otherwise.)

1. Bond, Taxes and Permits/ Sales Tax On Material.
2. Testing (On or Off-Site).
3. Surveying/Layout/ Staking.
4. Water supply and usage charge.
5. Traffic Control/Barricades of any kind.
6. Asphalt Milling/Sawcut Of Any Kind.
7. Utility Adjustments
8. Subgrade Preparation Of Any Kind.
9. Stamped or decorative asphalt.
10. Premium(Overtime) & Weekend Work.
11. Prime Coat/Crack Fill/Seal Coat/Slurry Seal.

SPECIAL PROVISIONS:

1. This proposal is valid until July 31, 2024. If work is scheduled after that time we reserve the right to revise our prices based on the st increases.

Subtotal	Continued
Sales Tax	Continued
TOTAL PROPOSAL AMOUNT	**Continued**

Rita Lawrence: Rita@llasp.com
John Doerfler: JohnDoerfler@yahoo.com

L & L Asphalt, LLC — Date

Accepted By: Hunter Contractors — Date

L & L Asphalt LLC
P.O. Box 73440
Phoenix, AZ 85050
Voice: 623-434-1200
Fax: 623-434-1202

PROPOSAL

Proposal Number: 4954B
Proposal Date: Jul 1, 2024

City of Phoenix Certified WBE/DBE/SBE

Asphalt ROC 215796

To:
Hunter Contractors 720 N. Cooper Rd Gilbert, AZ 85233 Phone 480-892-0521

Job Name and Location:
Hunter Contracting Tumbleweed Park Pickleball 100% Germann & Queen Creek Chandler, AZ ASPHALT ONLY

Customer Phone Number	PO Number	Sales Rep Name
480-892-0521		
Customer Fax Number	**Customer Contact**	**Payment Terms**
480-892-4932		Net 30 Days

L & L Asphalt will furnish all labor, equipment, and materials to complete the scope of work as listed below for the unit prices below;

Quantity	Unit	Description	Unit Price	Amount
890.00	TON	MATERIAL PRICE INCREASE AFTER 12/31/24 TILL 3/31/25. (THIS IS BEST GUESS)	4.00	3,560.00

INCLUSIONS:

1. Apply tack coat to edges only.
2. Mobilizations Listed On Quote. Any additional will be charged at Price listed.
3. Payment based on actual field measurements and thicknesses.

EXCLUSIONS: (Items listed are excluded from price unless noted otherwise.)

1. Bond, Taxes and Permits/ Sales Tax On Material.
2. Testing (On or Off-Site).
3. Surveying/Layout/ Staking.
4. Water supply and usage charge.
5. Traffic Control/Barricades of any kind.
6. Asphalt Milling/Sawcut Of Any Kind.
7. Utility Adjustments
8. Subgrade Preparation Of Any Kind.
9. Stamped or decorative asphalt.
10. Premium(Overtime) & Weekend Work.
11. Prime Coat/Crack Fill/Seal Coat/Slurry Seal.

SPECIAL PROVISIONS:

1. This proposal is valid until July 31, 2024. If work is scheduled after that time we reserve the right to revise our prices based on the st increases.

Subtotal	125,224.00
Sales Tax	
TOTAL PROPOSAL AMOUNT	**125,224.00**

Rita Lawrence: Rita@llasp.com
John Doerfler: JohnDoerfler@yahoo.com

L & L Asphalt, LLC

7/1/24
Date

Accepted By: Hunter Contractors

Date

Miracle Playground Sales

1101 California Ave
Suite 209
Corona, CA 92881
Phone # (800) 264-7225
Fax # (877) 215-3869
www.miracleplayground.com

Estimate Number	MPS 1436
Estimate Date	06-06-2024
Expiration Date	08-07-2024

Customer	ALL BIDDERS

Sales Rep	Monte Corley
Email	monte@miracleplayground.com

Payment Terms	To Be Determined - Deposit May Be Required

Project Name
Tumbleweed Park Pickleball Courts Fabric Shade Structure

Item # & Description	Quantity	Total
Shade Systems 21' x 322' Monoslope T-Cantilever consisting of (10) columns and (9) fabric canopies per attached drawing dated 4/12/2024- 8'/12' Eave - Pier Mounted Columns	1	$93,968.00
		$93,968.00
INSTALL NOT INCLUDED **APPROXIMATE LEAD TIME: 8 WEEKS FROM TIME OF ORDER**		

Sales Tax **$0.00**

Product Total **$93,968.00**

Item	Description	Quantity	Rate
Freight Shade Systems	Freight Shade Systems	1	$8,400.00
Stamped Drawings	Stamped Drawings Arizona Professional Engineer Sealed Drawings and Calculations	1	$975.00

	$9,375.00

Sales Tax **$0.00**

Shipping, Handling and Non Taxable Services Total **$9,375.00**

Grand Total	$103,343.00

NOTES AND EXCLUSIONS:

- This estimate shall not become binding until signed and returned for approval.
- A signature indicates acceptance of all terms, conditions, and prices listed.
- A signed quote will not substitute for a Purchase Order if one is required by the Customer.
- Exclusions: All Unloading, Storage, Installation, Site Work, Fees & Permits, outside of the quoted above.
- Footing calculations for playground equipment can be added for an additional fee if required
- **Please note, in most locations, any shade (METAL, FABRIC, or PLASTIC) in excess of 120 sqft requires a building permit.**
- **It is the CUSTOMER'S RESPONSIBILITY to confirm with the local building department if permitting is necessary.**
- **If permitting is necessary, it is the CUSTOMER'S RESPONSIBILTY to request, pay, and obtain these permits.**
- **WE will provide the stamped engineering that is required to obtain the permit – this is part of our quote. The CUSTOMER provides everything else such as permit application, fee payment, site plan, etc.**
- **Your shade order will not be placed in the manufacturing queue until you have provided us the approved drawings.**
- **Because the permitting process varies greatly between agencies, any stated lead time does NOT include the permitting process.**
-

D2 Surveying
24468 N. Corn Street
Florence AZ, 85132
480-221-1368 (M)
1-888-765-7965 (F)

Estimate # 133-C-24

Proposal for Surveying Services

Tumbleweed Park (Pickleball)
Chandler, Arizona

Section A. Project Information

This project includes but is not limited to the survey work necessary for the construction of new pickleball courts, restroom facility and tennis courts.

Section B. Scope of Work

This proposal includes the following items as they relate to survey layout and/or construction staking:

1. Project management
2. Calculations and Control Verification
3. Stake saw cuts and Right of Way or Construction limits
4. Mass Grading layout (Retentions and Rough grade roadway)
5. Building layout
    - Pad envelope
    - Pad certification
    - Finish Floor rebar
    - Building corners or GRID lines
6. Stake wet utilities-water 50’ intervals and sewer 25’ intervals)
7. Stake storm drain 25’ intervals, catch basins, and underground storage tanks
8. Stake light pole foundations
9. Stake curb 25’ at intervals
10. Stake sidewalk at 50’ intervals
11. Bluetops 50’ intervals (No splits or ¼ crown lines set within 50’ of ½ roadway width)
12. Pavement markings at 50’ intervals and sign layout
13. Centerline monument staking and utility adjustments locations
14. Project As-Builts

EXCLUSIONS: The following items are excluded from this proposal but may be negotiated prior to, or during the constructions process.

1. Boundary determination
2. Electric, Traffic Signals, ITS lines, Phone, Gas, irrigation, fiber optic, or Cable TV line staking
3. Retention Verification
4. Blue tops within 50' of grade controlling features (curb, pavement or bluetop hub)
5. Pothole surveys and pothole exhibits
6. Re-staking

Section C. Schedule

D2 Surveying can begin immediately upon award of project. There will be no scheduling conflicts for any work requested 2 working days in advance. Any work requested with less than 2 days notice will be completed as quickly and efficiently as possible however accommodating a schedule on that short notice cannot be guaranteed.

Section D. Summary of Cost

All work associated with the "Scope of Work" provided shall be budgeted at a cost of **$47,000** for professional surveying services. Any work in addition to, or outside of this scope may be negotiated prior to, or during the construction process by the assigned Survey Manager or Estimating Department of D2 Surveying. All line items are estimated on the condition that D2 Surveying is provided with a design CAD file, if no cad file is provided D2 Surveying will have the right to adjust this cost estimate.

Section E. Construction Progress Media

D2 Surveying can provide aerial construction progress photography and/or video with the use of an unmanned aircraft system. This work can be provided on a monthly or quarterly basis. The availability of this deliverable is subject to any FAA airspace restrictions. The additional cost for this service will be: **$ 500** per visit.

Section F. Acknowledgements

****Time & Material**** for all extra work will be charged at a 4-hour minimum. See attached rate sheet. D2 Surveying reserves the right to increase the minimum hour charge based on project location.

**This proposal is based on current plans dated: 4-1-2024

**Proposal void after 30 days from date signed below and to the right.

D2 Surveying will complete all survey work set forth in the scope listed above. By signing this agreement, the signer agrees to the terms of this proposal in principle, and he/she is authorized to approve such an agreement.

_____	7-4-24
Client (or authorized signer) Date	Joshua J. Dalmacio Owner/RLS Date

-Thank you for providing D2 Surveying with the opportunity to work with your company. We understand that it is a privilege to be given this opportunity and we do not take that lightly.

Effective 1/9/2024

D2surveying.com
24468 N. Corn Street
Florence AZ, 85132
480-221-1368

RATE SHEET

SERVICE PROVIDED	PER HOUR
1 MAN SURVEY CREW	$ 170.00
2 MAN SURVEY TEAM	$ 220.00
3 MAN SURVEY TEAM	$ 260.00
GENERAL OFFICE	$ 70.00
DRAFTING/SURVEY TECH/DRONE PROCESSING	$ 140.00
SENIOR DRAFTER	$ 180.00
LAND SURVEYOR/PROJECT MANAGER	$ 180.00
DRONE FIELD CREW	$ 290.00

These rates are used for general estimating and are subject to change based on scope of work, availability, project locations, etc. D2 Surveying was founded on the principle of providing competitive pricing and unbeatable service to establish long lasting business relationships.

For additional pricing information please contact Josh or Jeremy Dalmacio; josh@d2surveying.com, jeremy@d2surveying.com, or 480-221-1368

Tumbleweed Park Pickelball

2250 S. McQueen Road
Chandler, AZ 85286



7/10/2024

PREPARED FOR:
Malcolm George, Steve Brinkerhoff
Hunter Construction
malcolm.george@huntercontracting.com

ROC: 073961 CR-42 (AZ)

PROGRESSIVE ROOFING

PROGRESSIVE ROOFING

MEMBER NATIONAL ROOFING CONTRACTORS ASSOCIATIONS

Date: 7/10/2024

To: Hunter CONTRACTING CO. **Attn: Malcolm George**

Re: Tumbleweed Park Pickleball

Scope of Work:
07 41 13 Metal Roof Panels (as qualified below)
07 62 00 Sheet Metal Flashing & Trim (as qualified below)

Assumptions/ Clarifications:
Typical 40-hour week work (no night work, weekends, or holidays).
MBCI standard leads time on Standard Color, Signature 200 (22ga) 6-8 weeks

Base Bid: $35,942
Material Tax: $849
(if applicable)

Inclusions:
~Install 22ga standard color, 2-coat, Sil-Poly finish 1-1/2" x 36" MBCI PBR style Metal Roof Panels (Signature 200 Series), including matching flashings and trims, over 30mil self-adhered, high-temp underlayment, over ½" DensDeck Prime coverboard, over metal roof deck (BY OTHERS) in areas specified on OST
~Includes manufacturers standard finish warranty and 2yr workmanship warranty by Progressive.

Exclusions:
demo, tax, permits, bonds (add 1.5%), custom colors/ finishes, all wood, framing, sub-framing, saw-cutting, temporary dry-in, protection of our installed metals from damage by OTHERS, engineering and calculations, insulation, sheet metal fascia cladding, all other sheet metal, painting, multiple mobilizations, general sealants, anything not specifically included above.

Please note:
This quote is based on our understanding of the plans dated April 12, 2024 provided to us by Hunter Contracting Company and is contingent upon agreement to contract terms and schedule.
We note (1) addenda. Please see attached takeoff for coverage.
This quote reflects current market conditions and is valid for 30 days.
Oil canning is naturally inherent in metal and shall not be sole cause for rejection.

Contact: Cory K. Rice 602-809-3821 cory.rice@progressiveus.com

SiteWorks Landscape Development

2915 W. Fairview Street
Chandler, AZ 85224

Phone: (480) 820-1600
Fax: (480) 820-1606

To:	Hunter Contracting, Inc.	**Contact:**	Steven Brinkerhoff
Address:	701 N. Cooper Rd.	**Phone:**	(480) 632-4926
	Gilbert, AZ 85233	**Fax:**	
Project Name:	Tumbleweed Park Pickleball 100%	**Bid Number:**	7/11/24
Project Location:	745 E Germann Rd, Chandler, AZ	**Bid Date:**	6/3/2024

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01-Irrigation						
	001	POC	1.00	EACH	$3,248.00	$3,248.00
	002	Mainline Sleeves	2,380.00	LF	$4.70	$11,186.00
	003	Mainline Pipe	1,120.00	LF	$4.10	$4,592.00
	004	Master Valves	1.00	EACH	$683.00	$683.00
	005	Flow Sensor **NOTE: Flow Sensor Not Called Out, Baseline Spec Reflected**	1.00	EACH	$2,119.00	$2,119.00
	006	QCV 1" **NOTE: No Spec's, Matching Tumbleweed Park 100%**	2.00	EACH	$413.00	$826.00
	007	Gate Valve-1.5" **NOTE: No Spec's, Matching Tumbleweed Park 100%**	5.00	EACH	$454.00	$2,270.00
	008	Drip RCV 1"	14.00	EACH	$645.00	$9,030.00
	009	Lateral Pipe Drip-Reclaim	10,460.00	LF	$1.40	$14,644.00
	010	Controller Wire	4,688.00	LF	$0.29	$1,359.52
	011	Emitters-Multi	547.00	EACH	$23.00	$12,581.00
	012	Flush Valve	34.00	EACH	$53.50	$1,819.00
	013	Controllers	1.00	EACH	$7,555.00	$7,555.00
	014	Grounding Rod	8.00	EACH	$305.00	$2,440.00
			Total Price for above 01-Irrigation Items:			**$74,352.52**
02-Dust Control						
	015	Dust Control	20.00	DY	$450.00	$9,000.00
			Total Price for above 02-Dust Control Items:			**$9,000.00**
03-Fine Grade						
	016	Fine Grading	1.00	LS	$5,566.00	$5,566.00
			Total Price for above 03-Fine Grade Items:			**$5,566.00**
04-Root Barrior						
	017	Root Barrior Install	59.00	EACH	$85.00	$5,015.00
			Total Price for above 04-Root Barrior Items:			**$5,015.00**
05-Trees						
	018	36"-Trees	117.00	EACH	$624.00	$73,008.00
	019	24"-Trees	6.00	EACH	$298.00	$1,788.00
			Total Price for above 05-Trees Items:			**$74,796.00**
06-Accents						
	020	05g-Accents	195.00	EACH	$26.00	$5,070.00

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
			Total Price for above 06-Accents Items:			**$5,070.00**
07-Shrubs						
	021	05g-Shrubs	561.00	EACH	$17.50	$9,817.50
	022	01g-Shrubs	149.00	EACH	$8.80	$1,311.20
			Total Price for above 07-Shrubs Items:			**$11,128.70**
08-Inerts						
	023	D.G. **Allowance, No Spec On Plans Priced To Match Existing D.G.**	128,650.00	SF	$0.58	$74,617.00
			Total Price for above 08-Inerts Items:			**$74,617.00**
10-Mow Curb						
	025	6X6 Mow Curb Plain - **MINIMUM CHARGE**	90.00	LF	$8.20	$738.00
			Total Price for above 10-Mow Curb Items:			**$738.00**
11-Artificial Turf						
	026	Artificial Turf W/ Sub Base	3,000.00	SF	$20.50	$61,500.00
	027	Nailerboard	385.00	LF	$13.00	$5,005.00
			Total Price for above 11-Artificial Turf Items:			**$66,505.00**
12-Maintenance						
	028	90 Day Landscape Maintenance	1.00	LS	$3,600.00	$3,600.00
			Total Price for above 12-Maintenance Items:			**$3,600.00**
			Total Base Bid Price:			**$330,388.22**
Add Alternate						
	100	CU Structural Soil Supply And Install	90.00	TON	$135.00	$12,150.00
			Total Price for above Items:			**$12,150.00**

Notes:

- SiteWorks will recieve the site, clean, free of construction debris and at required subgrade elevation, ready to receive topsoil or mulch layer. All other areas shall be received within 1/10' of finish grade.
- The jobsite shall be readily accessible to our construction equipment.
- This proposal is limited to the items clearly identified on this bid form. Any other specific items not identified herein should be deemed excluded.
- Electrical supply (120v) to the location and final hookup of the automatic irrigation controller to be furnished by others
- No removal, repair, replacement or protection of exsisting landscape or irrigation is included in this proposal.
- Removal of hard dig materials, (materials that requires larger than a 40hp trencher or rubber tired backhoe) is not included in this proposal. Such material, if encountered shall be removed and charged for on a T & M basis.
- This proposal excludes All harscape elements, site furnishings, civil work, electrical, water meters, overtime, water and electrical costs.
- No import, export or translocation of soil is included in this proposal. All planting excavation to be spread onsite.
- No water meter or water meter fees are included in this proposal.
- This proposal is based on all work being performed in one continuous move. Any additional moves may require an additional mobilization fee.
- All permits, bond fees (provided as an alternate), sales taxes and fees are excluded from the scope of this proposal.
- Siteworks will have access to the site prior to paving or wall construction to allow for the installation of sleeves. No cutting or patching of concrete or asphalt paving is included. No boring, jacking or jetting under pavements is included.
- Traffic and pedestrian control measures, if required are to be set up and maintained by others.
- SiteWorks is not responsible for underground utilities not buried to specific depth or clearly marked.

- All costs for water during construction and throughout the maintenance period are excluded.
- All work under this proposal to be performed during regular working hours.
- Material pricing good for 30 days. Any material cost increases between now and actual start of landscape to be passed onto owner without markup.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **SiteWorks Landscape Development** **Authorized Signature:** _____ **Estimator:** Jmeyer jmeyer@siteworksllc.net

GMP 2 PLANS AND SPECIFICATIONS

The following documents were referenced to establish pricing for this GMP:

- **Plans**:
  - “Tumbleweed Park Pickleball”; Project No. PR2206.201; 100% Submittal dated June 12, 2024 by Dig Studio
  - “Tumbleweed Park Pickleball & Restroom Facility”; Project No. PR2206.201; 100% Submittal dated May 22, 2024 by Gilliam Architecture & Associates

- **Specifications**:
  - “Tumbleweed Park Pickleball Technical Specifications”; 100% Submittal issued June 12, 2024 by Dig Studio

- **Drainage & SWPPP**:
  - “Tumbleweed Pickleball Drainage Design Data Report”; dated June 12, 2024 by Huitt-Zollars, Inc.
  - “Tumbleweed Pickleball Erosion and Sediment Control Plan”; dated June 12, 2024 by Gavan & Barker, Inc.

Owner Name
Address

"Project Name"

Hunter CONTRACTING CO.

ID	Task Name	Duration	Start	Finish	Total Slack	Predecessors	Successors
1	PROJECT NAME	347 days	Fri 7/12/24	Thu 11/20/25	0 days?		
2	PRECONSTRUCTION	56 days	Fri 7/12/24	Mon 9/30/24	4 days		
3	GMP 1 - City Council Date	1 day	Thu 7/18/24	Thu 7/18/24	0 days		13,4
4	GMP 1 - Contract	10 days	Fri 7/19/24	Thu 8/1/24	0 days	3	5
5	GMP 1 - NTP	1 day	Fri 8/2/24	Fri 8/2/24	0 days	4	13,15,17,19,21
6	GMP 2 submission	1 day	Fri 7/12/24	Fri 7/12/24	58 days		7
7	GMP 2 - Council Date	1 day	Thu 9/12/24	Thu 9/12/24	16 days	6	8
8	GMP 2 Contract	10 days	Fri 9/13/24	Thu 9/26/24	16 days	7	9
9	Permits & Permitted plans	1 day	Fri 9/27/24	Fri 9/27/24	16 days	8	10
10	GMP 2 NTP	1 day	Mon 9/30/24	Mon 9/30/24	16 days	9	30
11	CONSTRUCTION	270 days	Mon 8/5/24	Tue 8/26/25	0 days		
12	GMP 1 - Early Procurement	270 days	Mon 8/5/24	Tue 8/26/25	0 days		
13	Concrete Pole - Submittal & City Review	10 days	Mon 8/5/24	Fri 8/16/24	30 days	3,5	14
14	Concrete Poles - Procure	90 days	Mon 8/19/24	Thu 12/26/24	30 days	13	83
15	CMU - Intergral Color - Submittal & City Review	10 days	Mon 8/5/24	Fri 8/16/24	39 days	5	16
16	CMU - Intergral Color - Procure Block	100 days	Mon 8/19/24	Fri 1/10/25	39 days	15	271
17	Service Entrance Section - Submittal & City Review	10 days	Mon 8/5/24	Fri 8/16/24	0 days	5	18
18	SES - Procure	260 days	Mon 8/19/24	Tue 8/26/25	0 days	17	74
19	ADS Pipe - Submittal & City Review	10 days	Mon 8/5/24	Fri 8/16/24	58 days	5	20
20	ADS Pipe - Procure	40 days	Mon 8/19/24	Mon 10/14/24	58 days	19	45
21	3Form - Practice Wall - Submittal & City Review	10 days	Mon 8/5/24	Fri 8/16/24	152 days	5	22
22	3Form - Procure Pracice Wall	70 days	Mon 8/19/24	Mon 11/25/24	152 days	21	296
23	Ramada - 20x20 Submittal & City Review	10 days	Mon 8/5/24	Fri 8/16/24	94 days	5	24
24	Ramada - 20x20 -Procure	150 days	Mon 8/19/24	Fri 3/21/25	94 days	23	225
25	Ramada - 20x38 Submittal & City Review	10 days	Mon 8/5/24	Fri 8/16/24	96 days	5	26
26	Ramada - 20x38 -Procure	150 days	Mon 8/19/24	Fri 3/21/25	96 days	25	226
27	Windscreen Samples & City Review	10 days	Mon 8/5/24	Fri 8/16/24	281 days	5	28
28	Windscreen - Procure	40 days	Mon 8/19/24	Mon 10/14/24	281 days	27	
29	GMP 2 - Construction	8 days	Tue 10/1/24	Thu 10/10/24	16 days		
30	Set Up Construction Fencing	3 days	Tue 10/1/24	Thu 10/3/24	16 days	10	31
31	Install Trackout	1 day	Fri 10/4/24	Fri 10/4/24	16 days	30	32
32	Set Construction Trailer	3 days	Mon 10/7/24	Wed 10/9/24	16 days	31	33
33	Install Construction Signs	1 day	Thu 10/10/24	Thu 10/10/24	16 days	32	35
34	Grading	64 days	Fri 10/11/24	Tue 1/14/25	16 days		
35	Clear & Grub	5 days	Fri 10/11/24	Thu 10/17/24	16 days	33	36
36	Pre-Wet Site	10 days	Fri 10/18/24	Thu 10/31/24	16 days	35	37
37	Rough Grade Site +/- 0.10	10 days	Fri 11/1/24	Thu 11/14/24	16 days	36	41
38	Clean Up Grade Post Utilities	4 days	Thu 1/9/25	Tue 1/14/25	16 days	68,60	82
39	Underground Utilities	258 days	Fri 11/15/24	Thu 11/20/25	0 days?		
40	Water, Sewer, Storm Drain	47 days	Fri 11/15/24	Fri 1/24/25	16 days		
41	Pothole & Expose Sewer Tie in	3 days	Fri 11/15/24	Tue 11/19/24	16 days	37	42
42	Dig/Lay/Backfill Sewer to Restroom	7 days	Wed 11/20/24	Mon 12/2/24	16 days	41	43,264,62
43	Waterline Under Pioneer to Restroom	6 days	Tue 12/3/24	Tue 12/10/24	16 days	42	44,264,64,63,2
44	Waterline from Restroom to Drinking Fountain	3 days	Wed 12/11/24	Fri 12/13/24	16 days	43	45,66,65,264
45	Install 18" Storm Drain	3 days	Mon 12/16/24	Wed 12/18/24	16 days	44,20	46
46	Install 24" Storm Drain	2 days	Thu 12/19/24	Fri 12/20/24	16 days	45	47,55
47	Ex - Headwall - 24"	1 day	Mon 12/23/24	Mon 12/23/24	97 days	46	48
48	FPS - MAG 501 Headwall - 24"	3 days	Tue 12/24/24	Fri 12/27/24	97 days	47	49
49	Install 12" Storm - East	2 days	Mon 12/30/24	Tue 12/31/24	97 days	48	50



Project: "Project Name"
Date: Fri 7/12/24

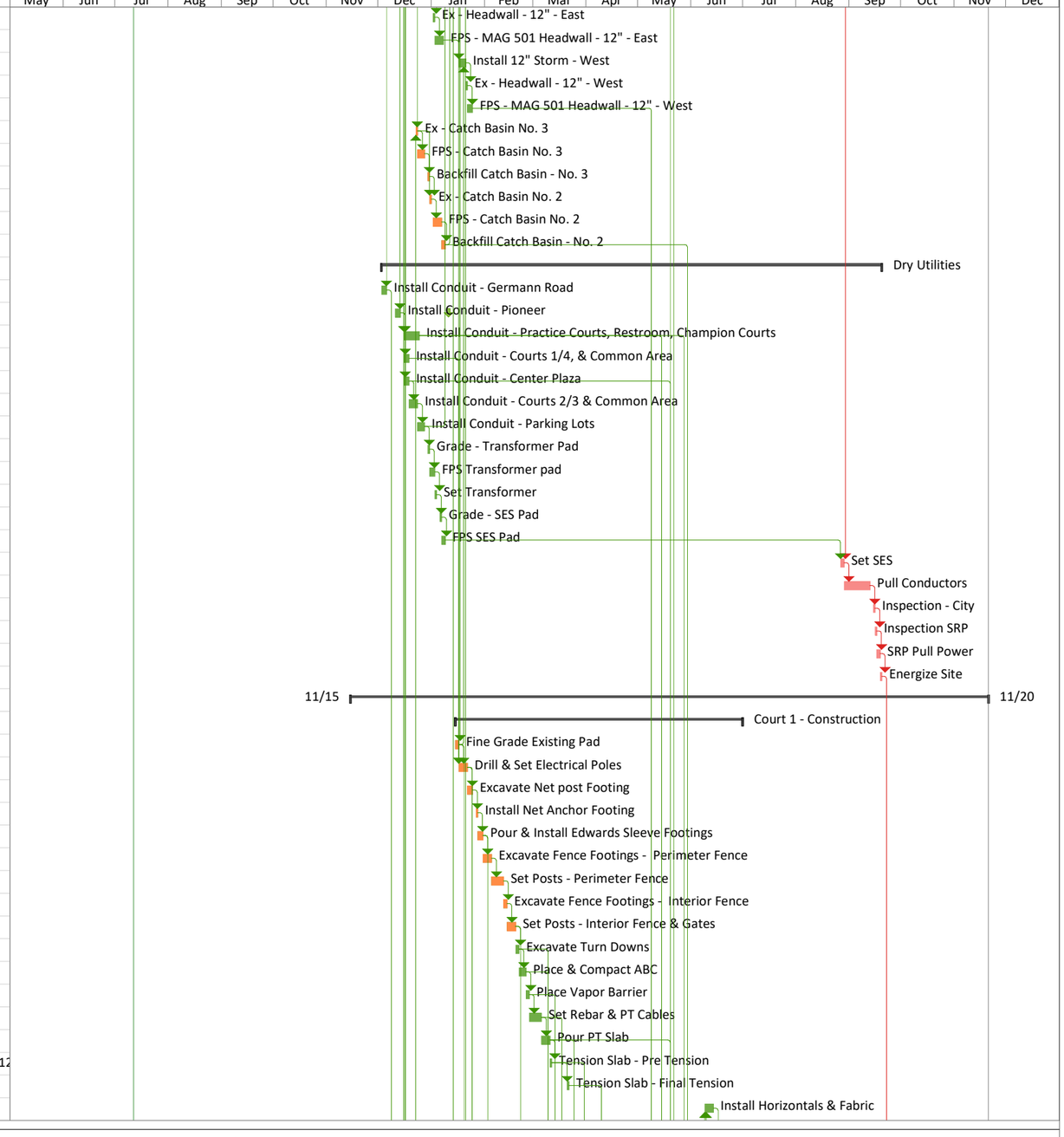
Task
Split
Milestone
Summary
Project Summary
Inactive Summary
Deadline
Critical
Critical Split
Path Driving Predecessor Milestone Task
Path Driving Predecessor Summary Task
Path Driving Predecessor Normal Task
Path Driven Successor Milestone Task
Path Driven Successor Summary Task
Path Driven Successor Normal Task
Progress

Owner Name
Address

"Project Name"

Hunter CONTRACTING CO.

ID	Task Name	Duration	Start	Finish	Total Slack	Predecessors	Successors
50	Ex - Headwall - 12" - East	1 day	Thu 1/2/25	Thu 1/2/25	97 days	49	51
51	FPS - MAG 501 Headwall - 12" - East	3 days	Fri 1/3/25	Tue 1/7/25	97 days	50	52
52	Install 12" Storm - West	2 days	Fri 1/17/25	Mon 1/20/25	90 days	51,82	53
53	Ex - Headwall - 12" - West	1 day	Tue 1/21/25	Tue 1/21/25	90 days	52	54
54	FPS - MAG 501 Headwall - 12" - West	3 days	Wed 1/22/25	Fri 1/24/25	90 days	53	137
55	Ex - Catch Basin No. 3	1 day	Mon 12/23/24	Mon 12/23/24	16 days	46,209	56,58
56	FPS - Catch Basin No. 3	3 days	Tue 12/24/24	Fri 12/27/24	16 days	55	57
57	Backfill Catch Basin - No. 3	1 day	Mon 12/30/24	Mon 12/30/24	16 days	56	58
58	Ex - Catch Basin No. 2	1 day	Tue 12/31/24	Tue 12/31/24	16 days	55,57	59
59	FPS - Catch Basin No. 2	3 days	Thu 1/2/25	Mon 1/6/25	16 days	58	60
60	Backfill Catch Basin - No. 2	2 days	Tue 1/7/25	Wed 1/8/25	16 days	59	311,38
61	Dry Utilities	204 days	Tue 12/3/24	Fri 9/19/25	0 days		
62	Install Conduit - Germann Road	3 days	Tue 12/3/24	Thu 12/5/24	17 days	42	200
63	Install Conduit - Pioneer	3 days	Wed 12/11/24	Fri 12/13/24	18 days	43	64
64	Install Conduit - Practice Courts, Restroom, Champion Courts	7 days	Mon 12/16/24	Tue 12/24/24	121 days	63,43	237,239
65	Install Conduit - Courts 1/4, & Common Area	3 days	Mon 12/16/24	Wed 12/18/24	35 days	44	83
66	Install Conduit - Center Plaza	3 days	Mon 12/16/24	Wed 12/18/24	23 days	44	67,223
67	Install Conduit - Courts 2/3 & Common Area	3 days	Thu 12/19/24	Mon 12/23/24	23 days	66	68
68	Install Conduit - Parking Lots	3 days	Tue 12/24/24	Fri 12/27/24	23 days	67	69,38
69	Grade - Transformer Pad	1 day	Mon 12/30/24	Mon 12/30/24	162 days	68	70
70	FPS Transformer pad	2 days	Tue 12/31/24	Thu 1/2/25	162 days	69	71
71	Set Transformer	1 day	Fri 1/3/25	Fri 1/3/25	162 days	70	72
72	Grade - SES Pad	1 day	Mon 1/6/25	Mon 1/6/25	162 days	71	73
73	FPS SES Pad	2 days	Tue 1/7/25	Wed 1/8/25	162 days	72	74
74	Set SES	2 days	Wed 8/27/25	Thu 8/28/25	0 days	73,18	75
75	Pull Conductors	10 days	Fri 8/29/25	Fri 9/12/25	0 days	74	76
76	Inspection - City	1 day	Mon 9/15/25	Mon 9/15/25	0 days	75	77
77	Inspection SRP	1 day	Tue 9/16/25	Tue 9/16/25	0 days	76	78
78	SRP Pull Power	2 days	Wed 9/17/25	Thu 9/18/25	0 days	77	79
79	Energize Site	1 day	Fri 9/19/25	Fri 9/19/25	0 days	78	291
80	Pickleball Court Construction	258 days	Fri 11/15/24	Thu 11/20/25	0 days?		
81	Court 1 - Construction	118 days	Wed 1/15/25	Mon 6/30/25	16 days		
82	Fine Grade Existing Pad	2 days	Wed 1/15/25	Thu 1/16/25	16 days	38	83,106,52
83	Drill & Set Electrical Poles	3 days	Fri 1/17/25	Tue 1/21/25	16 days	14,82,65	107,84,142
84	Excavate Net post Footing	3 days	Wed 1/22/25	Fri 1/24/25	16 days	83	85
85	Install Net Anchor Footing	1 day	Mon 1/27/25	Mon 1/27/25	16 days	84	86
86	Pour & Install Edwards Sleeve Footings	3 days	Tue 1/28/25	Thu 1/30/25	16 days	85	87,108
87	Excavate Fence Footings - Perimeter Fence	3 days	Fri 1/31/25	Tue 2/4/25	16 days	86	88
88	Set Posts - Perimeter Fence	5 days	Wed 2/5/25	Tue 2/11/25	16 days	87	89
89	Excavate Fence Footings - Interior Fence	2 days	Wed 2/12/25	Thu 2/13/25	16 days	88	90
90	Set Posts - Interior Fence & Gates	3 days	Fri 2/14/25	Tue 2/18/25	16 days	89	91,111
91	Excavate Turn Downs	2 days	Wed 2/19/25	Thu 2/20/25	24 days	90	92,115
92	Place & Compact ABC	2 days	Fri 2/21/25	Mon 2/24/25	24 days	91	93,115
93	Place Vapor Barrier	2 days	Tue 2/25/25	Wed 2/26/25	24 days	92	94,117
94	Set Rebar & PT Cables	5 days	Thu 2/27/25	Wed 3/5/25	24 days	93	95,118
95	Pour PT Slab	3 days	Thu 3/6/25	Mon 3/10/25	26 days	94	96,119,225
96	Tension Slab - Pre Tension	1 day	Tue 3/11/25	Tue 3/11/25	29 days	95	97FS+7 days,12
97	Tension Slab - Final Tension	1 day	Fri 3/21/25	Fri 3/21/25	29 days	96FS+7 days	121
98	Install Horizontals & Fabric	5 days	Mon 6/9/25	Fri 6/13/25	53 days	122,229	99



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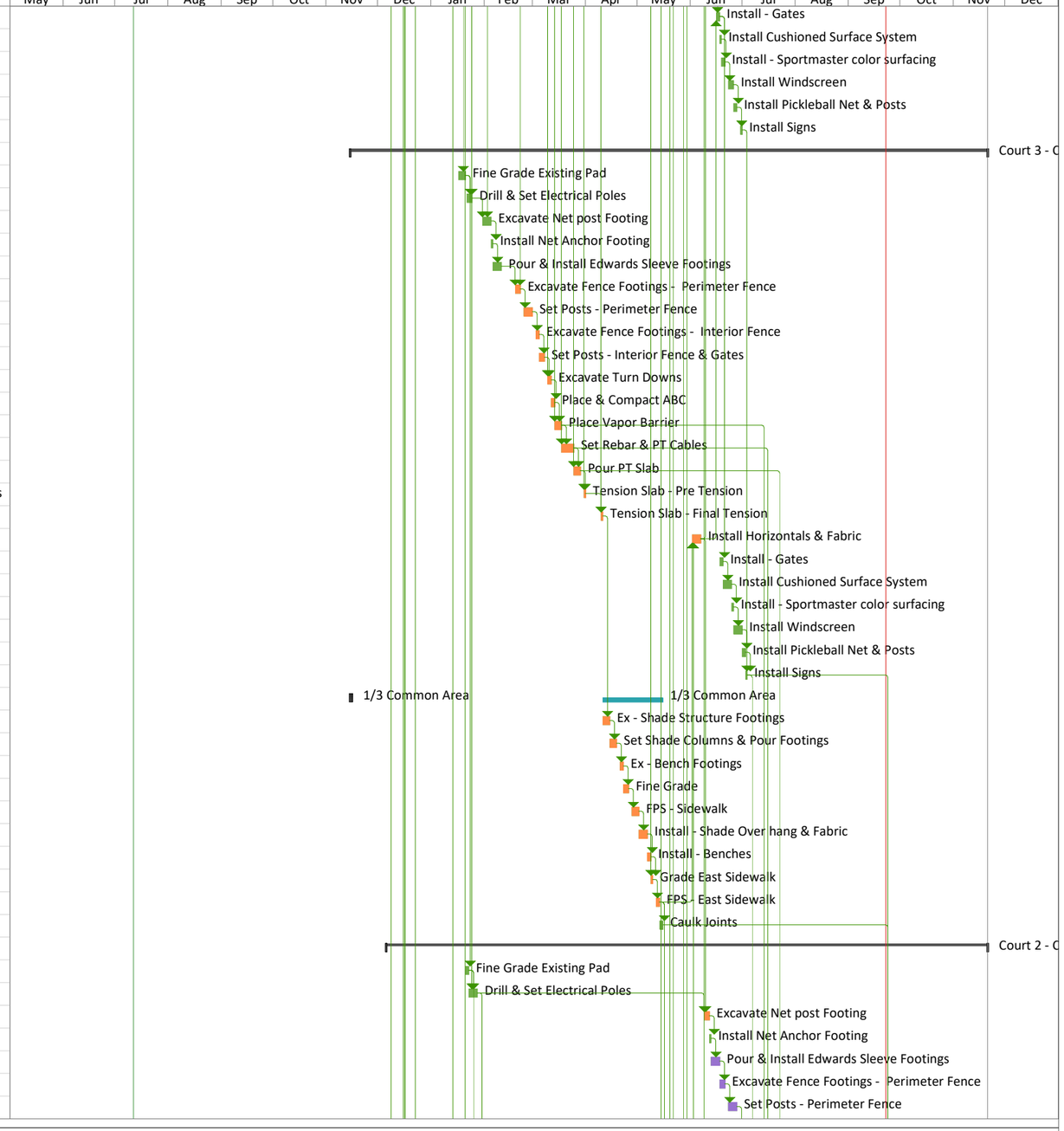
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Path Driven Successor Milestone Task
Path Driven Successor Summary Task
Path Driven Successor Normal Task
Progress

Owner Name
Address

"Project Name"

Hunter CONTRACTING CO.

ID	Task Name	Duration	Start	Finish	Total Slack	Predecessors	Successors
99	Install - Gates	2 days	Mon 6/16/25	Tue 6/17/25	53 days	122,98	123,100
100	Install Cushioned Surface System	1 day	Wed 6/18/25	Wed 6/18/25	55 days	99	101
101	Install - Sportmaster color surfacing	2 days	Thu 6/19/25	Fri 6/20/25	55 days	100	102
102	Install Windscreen	3 days	Mon 6/23/25	Wed 6/25/25	55 days	101	103
103	Install Pickleball Net & Posts	2 days	Thu 6/26/25	Fri 6/27/25	55 days	102	104
104	Install Signs	1 day	Mon 6/30/25	Mon 6/30/25	55 days	103	128
105	Court 3 - Construction	258 days	Fri 11/15/24	Thu 11/20/25	0 days?		
106	Fine Grade Existing Pad	2 days	Fri 1/17/25	Mon 1/20/25	27 days	82	107,141
107	Drill & Set Electrical Poles	3 days	Wed 1/22/25	Fri 1/24/25	26 days	83,106	108
108	Excavate Net post Footing	3 days	Fri 1/31/25	Tue 2/4/25	22 days	107,86	109
109	Install Net Anchor Footing	1 day	Wed 2/5/25	Wed 2/5/25	22 days	108	110
110	Pour & Install Edwards Sleeve Footings	3 days	Thu 2/6/25	Mon 2/10/25	22 days	109	111
111	Excavate Fence Footings - Perimeter Fence	3 days	Wed 2/19/25	Fri 2/21/25	16 days	110,90	112
112	Set Posts - Perimeter Fence	5 days	Mon 2/24/25	Fri 2/28/25	16 days	111	113
113	Excavate Fence Footings - Interior Fence	2 days	Mon 3/3/25	Tue 3/4/25	16 days	112	114
114	Set Posts - Interior Fence & Gates	3 days	Wed 3/5/25	Fri 3/7/25	16 days	113	115
115	Excavate Turn Downs	2 days	Mon 3/10/25	Tue 3/11/25	16 days	114,91,92	116
116	Place & Compact ABC	2 days	Wed 3/12/25	Thu 3/13/25	16 days	115	117
117	Place Vapor Barrier	2 days	Fri 3/14/25	Mon 3/17/25	16 days	116,93	118,152
118	Set Rebar & PT Cables	5 days	Tue 3/18/25	Mon 3/24/25	16 days	117,94	119,153
119	Pour PT Slab	4 days	Tue 3/25/25	Fri 3/28/25	16 days	118,95	120,154
120	Tension Slab - Pre Tension	1 day	Mon 3/31/25	Mon 3/31/25	16 days	119,96	121FS+7 days
121	Tension Slab - Final Tension	1 day	Thu 4/10/25	Thu 4/10/25	16 days	120FS+7 days,97	130
122	Install Horizontals & Fabric	5 days	Mon 6/2/25	Fri 6/6/25	53 days	138,229	99,98,143
123	Install - Gates	2 days	Wed 6/18/25	Thu 6/19/25	53 days	99	124
124	Install Cushioned Surface System	3 days	Fri 6/20/25	Tue 6/24/25	53 days	123	125
125	Install - Sportmaster color surfacing	1 day	Wed 6/25/25	Wed 6/25/25	53 days	124	126
126	Install Windscreen	3 days	Thu 6/26/25	Mon 6/30/25	53 days	125	127
127	Install Pickleball Net & Posts	2 days	Tue 7/1/25	Wed 7/2/25	53 days	126	128
128	Install Signs	1 day	Thu 7/3/25	Thu 7/3/25	53 days	127,104	382,163
129	1/3 Common Area	1 day?	Fri 11/15/24	Fri 11/15/24	117 days?		
130	Ex - Shade Structure Footings	2 days	Fri 4/11/25	Mon 4/14/25	16 days	121	131
131	Set Shade Columns & Pour Footings	4 days	Tue 4/15/25	Fri 4/18/25	16 days	130	132
132	Ex - Bench Footings	2 days	Mon 4/21/25	Tue 4/22/25	16 days	131	133
133	Fine Grade	3 days	Wed 4/23/25	Fri 4/25/25	16 days	132	134
134	FPS - Sidewalk	4 days	Mon 4/28/25	Thu 5/1/25	16 days	133	135
135	Install - Shade Over hang & Fabric	3 days	Fri 5/2/25	Tue 5/6/25	16 days	134	136
136	Install - Benches	2 days	Wed 5/7/25	Thu 5/8/25	16 days	135	137
137	Grade East Sidewalk	1 day	Fri 5/9/25	Fri 5/9/25	16 days	136,54	138
138	FPS - East Sidewalk	2 days	Mon 5/12/25	Tue 5/13/25	16 days	137	139,219,122
139	Caulk Joints	2 days	Wed 5/14/25	Thu 5/15/25	90 days	138	382
140	Court 2 - Construction	245 days	Fri 12/6/24	Thu 11/20/25	0 days		
141	Fine Grade Existing Pad	2 days	Tue 1/21/25	Wed 1/22/25	40 days	106	142,165
142	Drill & Set Electrical Poles	3 days	Thu 1/23/25	Mon 1/27/25	40 days	141,83	166,143
143	Excavate Net post Footing	3 days	Mon 6/9/25	Wed 6/11/25	74 days	142,122	144
144	Install Net Anchor Footing	1 day	Thu 6/12/25	Thu 6/12/25	74 days	143	145
145	Pour & Install Edwards Sleeve Footings	3 days	Fri 6/13/25	Tue 6/17/25	74 days	144	146
146	Excavate Fence Footings - Perimeter Fence	3 days	Wed 6/18/25	Fri 6/20/25	74 days	145	147
147	Set Posts - Perimeter Fence	5 days	Mon 6/23/25	Fri 6/27/25	74 days	146	148



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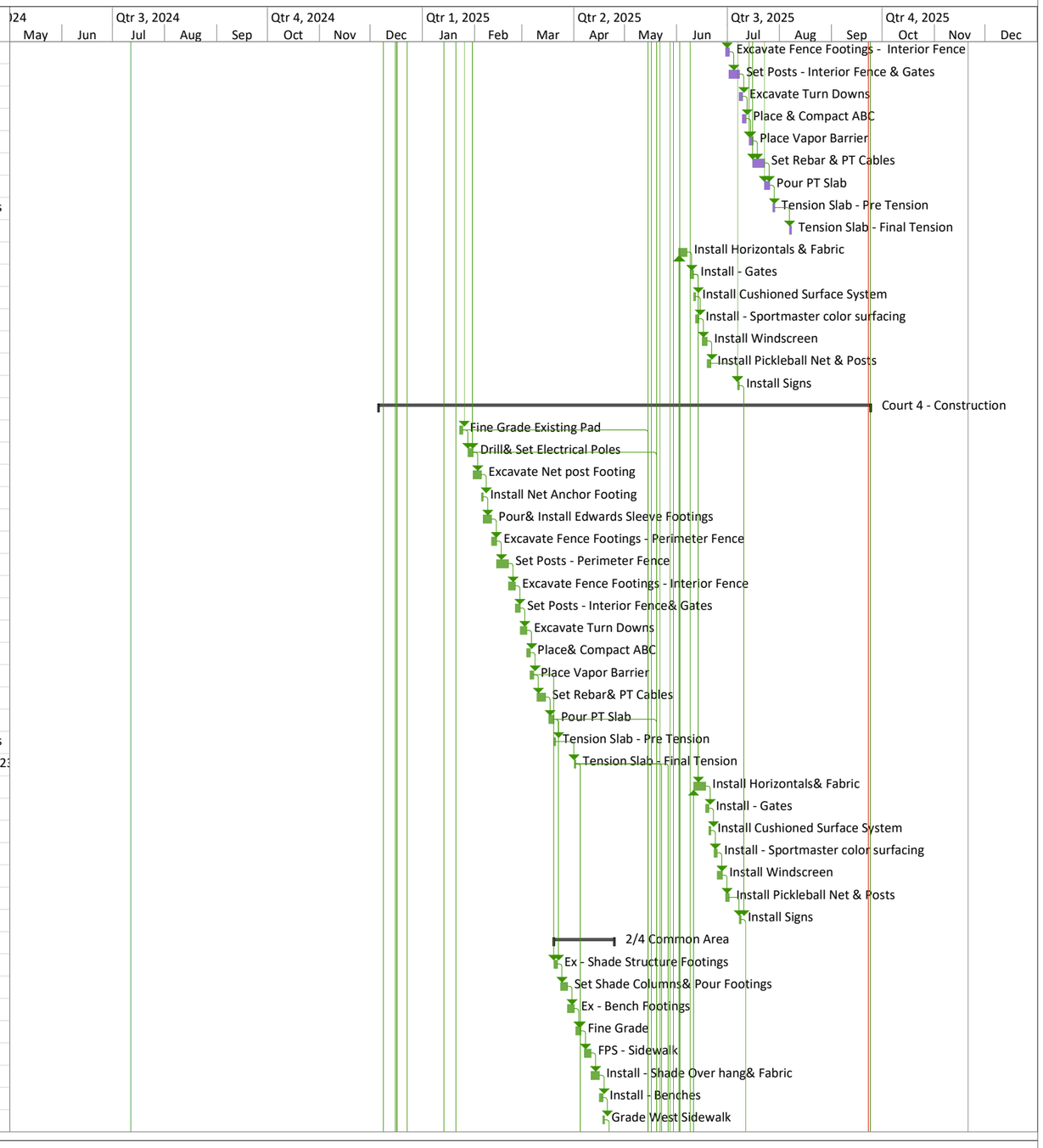
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Path Driving Predecessor Normal Task
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Path Driven Successor Summary Task
Path Driven Successor Normal Task
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"Project Name"

Hunter CONTRACTING CO.

ID	Task Name	Duration	Start	Finish	Total Slack	Predecessors	Successors
148	Excavate Fence Footings - Interior Fence	2 days	Mon 6/30/25	Tue 7/1/25	74 days	147	149
149	Set Posts - Interior Fence & Gates	3 days	Wed 7/2/25	Mon 7/7/25	74 days	148	150
150	Excavate Turn Downs	2 days	Tue 7/8/25	Wed 7/9/25	74 days	149	151
151	Place & Compact ABC	2 days	Thu 7/10/25	Fri 7/11/25	74 days	150	152
152	Place Vapor Barrier	2 days	Mon 7/14/25	Tue 7/15/25	74 days	151,117	153
153	Set Rebar & PT Cables	5 days	Wed 7/16/25	Tue 7/22/25	74 days	152,118	154
154	Pour PT Slab	3 days	Wed 7/23/25	Fri 7/25/25	74 days	153,119	155
155	Tension Slab - Pre Tension	1 day	Mon 7/28/25	Mon 7/28/25	74 days	154	156FS+7 days
156	Tension Slab - Final Tension	1 day	Thu 8/7/25	Thu 8/7/25	74 days	155FS+7 days	
157	Install Horizontals & Fabric	5 days	Mon 6/2/25	Fri 6/6/25	56 days	197,229	158
158	Install - Gates	2 days	Mon 6/9/25	Tue 6/10/25	56 days	157	181,159
159	Install Cushioned Surface System	1 day	Wed 6/11/25	Wed 6/11/25	62 days	158	160
160	Install - Sportmaster color surfacing	2 days	Thu 6/12/25	Fri 6/13/25	62 days	159	161
161	Install Windscreen	3 days	Mon 6/16/25	Wed 6/18/25	62 days	160	162
162	Install Pickleball Net & Posts	2 days	Thu 6/19/25	Fri 6/20/25	62 days	161	163
163	Install Signs	1 day	Mon 7/7/25	Mon 7/7/25	53 days	162,128	187
164	Court 4 - Construction	203 days	Fri 12/6/24	Tue 9/23/25	17 days		
165	Fine Grade Existing Pad	2 days	Thu 1/23/25	Fri 1/24/25	41 days	141	166,237
166	Drill& Set Electrical Poles	3 days	Tue 1/28/25	Thu 1/30/25	40 days	165,142	167,223
167	Excavate Net post Footing	3 days	Fri 1/31/25	Tue 2/4/25	40 days	166	168
168	Install Net Anchor Footing	1 day	Wed 2/5/25	Wed 2/5/25	40 days	167	169
169	Pour& Install Edwards Sleeve Footings	3 days	Thu 2/6/25	Mon 2/10/25	40 days	168	170
170	Excavate Fence Footings - Perimeter Fence	3 days	Tue 2/11/25	Thu 2/13/25	40 days	169	171
171	Set Posts - Perimeter Fence	5 days	Fri 2/14/25	Thu 2/20/25	40 days	170	172
172	Excavate Fence Footings - Interior Fence	2 days	Fri 2/21/25	Mon 2/24/25	40 days	171	173
173	Set Posts - Interior Fence& Gates	3 days	Tue 2/25/25	Thu 2/27/25	40 days	172	174
174	Excavate Turn Downs	2 days	Fri 2/28/25	Mon 3/3/25	40 days	173	175
175	Place& Compact ABC	2 days	Tue 3/4/25	Wed 3/5/25	40 days	174	176
176	Place Vapor Barrier	2 days	Thu 3/6/25	Fri 3/7/25	40 days	175	177,189
177	Set Rebar& PT Cables	5 days	Mon 3/10/25	Fri 3/14/25	40 days	176	178
178	Pour PT Slab	3 days	Mon 3/17/25	Wed 3/19/25	40 days	177	179,225,189
179	Tension Slab - Pre Tension	1 day	Thu 3/20/25	Thu 3/20/25	40 days	178	180FS+7 days
180	Tension Slab - Final Tension	1 day	Tue 4/1/25	Tue 4/1/25	40 days	179FS+7 days	192,229,216,2
181	Install Horizontals& Fabric	5 days	Wed 6/11/25	Tue 6/17/25	56 days	158,229	182
182	Install - Gates	2 days	Wed 6/18/25	Thu 6/19/25	56 days	181	183
183	Install Cushioned Surface System	1 day	Fri 6/20/25	Fri 6/20/25	56 days	182	184
184	Install - Sportmaster color surfacing	2 days	Mon 6/23/25	Tue 6/24/25	56 days	183	185
185	Install Windscreen	3 days	Wed 6/25/25	Fri 6/27/25	56 days	184	186
186	Install Pickleball Net & Posts	2 days	Mon 6/30/25	Tue 7/1/25	56 days	185	187
187	Install Signs	1 day	Tue 7/8/25	Tue 7/8/25	53 days	186,163	258
188	2/4 Common Area	26 days	Thu 3/20/25	Thu 4/24/25	84 days		
189	Ex - Shade Structure Footings	2 days	Thu 3/20/25	Fri 3/21/25	84 days	178,176	190
190	Set Shade Columns& Pour Footings	4 days	Mon 3/24/25	Thu 3/27/25	84 days	189	191
191	Ex - Bench Footings	2 days	Fri 3/28/25	Mon 3/31/25	84 days	190	192
192	Fine Grade	3 days	Wed 4/2/25	Fri 4/4/25	83 days	191,180	193
193	FPS - Sidewalk	4 days	Mon 4/7/25	Thu 4/10/25	83 days	192	194
194	Install - Shade Over hang& Fabric	3 days	Fri 4/11/25	Tue 4/15/25	83 days	193	195
195	Install - Benches	2 days	Wed 4/16/25	Thu 4/17/25	83 days	194	196
196	Grade West Sidewalk	1 day	Fri 4/18/25	Fri 4/18/25	83 days	195	197



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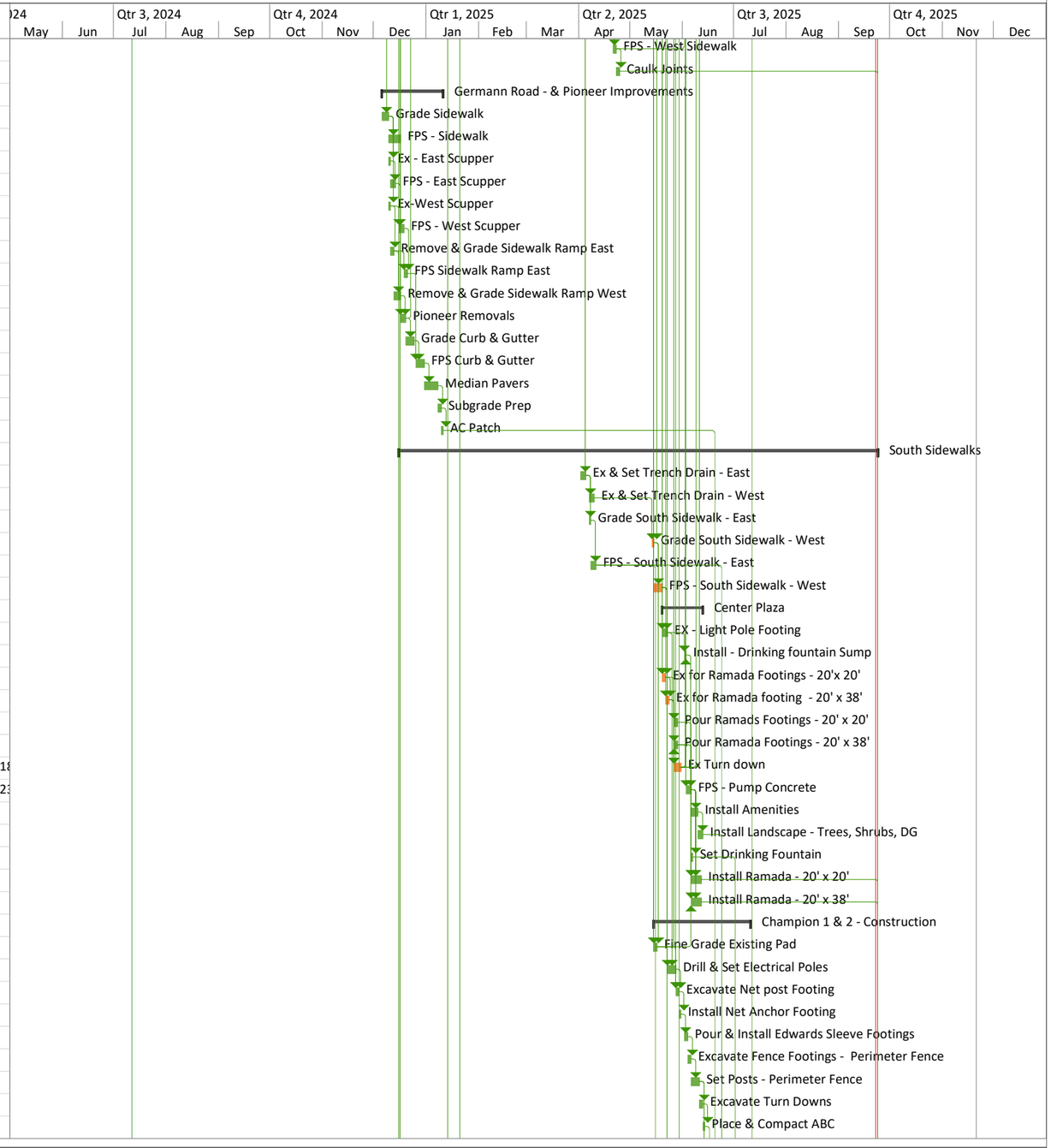
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Path Driven Successor Summary Task
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Hunter CONTRACTING CO.

ID	Task Name	Duration	Start	Finish	Total Slack	Predecessors	Successors
197	FPS - West Sidewalk	2 days	Mon 4/21/25	Tue 4/22/25	83 days	196	157,198
198	Caulk Joints	2 days	Wed 4/23/25	Thu 4/24/25	105 days	197	382
199	Germann Road - & Pioneer Improvements	24 days	Fri 12/6/24	Fri 1/10/25	17 days		
200	Grade Sidewalk	2 days	Fri 12/6/24	Mon 12/9/24	17 days	62	201,202,204
201	FPS - Sidewalk	5 days	Tue 12/10/24	Mon 12/16/24	238 days	200	
202	Ex - East Scupper	1 day	Tue 12/10/24	Tue 12/10/24	157 days	200	203
203	FPS - East Scupper	3 days	Wed 12/11/24	Fri 12/13/24	157 days	202	205
204	Ex-West Scupper	1 day	Tue 12/10/24	Tue 12/10/24	17 days	200	205,206
205	FPS - West Scupper	3 days	Mon 12/16/24	Wed 12/18/24	157 days	204,203	207
206	Remove & Grade Sidewalk Ramp East	2 days	Wed 12/11/24	Thu 12/12/24	17 days	204	207,208
207	FPS Sidewalk Ramp East	2 days	Thu 12/19/24	Fri 12/20/24	157 days	206,205	211
208	Remove & Grade Sidewalk Ramp West	2 days	Fri 12/13/24	Mon 12/16/24	17 days	206	209
209	Pioneer Removals	3 days	Tue 12/17/24	Thu 12/19/24	17 days	43,208	210,55
210	Grade Curb & Gutter	3 days	Fri 12/20/24	Tue 12/24/24	155 days	209	211
211	FPS Curb & Gutter	3 days	Thu 12/26/24	Mon 12/30/24	155 days	210,207	212
212	Median Pavers	5 days	Tue 12/31/24	Tue 1/7/25	155 days	211	213
213	Subgrade Prep	2 days	Wed 1/8/25	Thu 1/9/25	155 days	212	214
214	AC Patch	1 day	Fri 1/10/25	Fri 1/10/25	155 days	213	310
215	South Sidewalks	197 days	Mon 12/16/24	Tue 9/23/25	0 days		
216	Ex & Set Trench Drain - East	3 days	Wed 4/2/25	Fri 4/4/25	40 days	180	218,217
217	Ex & Set Trench Drain - West	3 days	Mon 4/7/25	Wed 4/9/25	40 days	216	219
218	Grade South Sidewalk - East	1 day	Mon 4/7/25	Mon 4/7/25	64 days	216	220
219	Grade South Sidewalk - West	1 day	Wed 5/14/25	Wed 5/14/25	16 days	138,217	221,237
220	FPS - South Sidewalk - East	3 days	Tue 4/8/25	Thu 4/10/25	64 days	218	250,299
221	FPS - South Sidewalk - West	3 days	Thu 5/15/25	Mon 5/19/25	16 days	219	225,301,223
222	Center Plaza	17 days	Tue 5/20/25	Thu 6/12/25	16 days		
223	EX - Light Pole Footing	3 days	Tue 5/20/25	Thu 5/22/25	16 days	66,166,221	238,224
224	Install - Drinking fountain Sump	1 day	Mon 6/2/25	Mon 6/2/25	62 days	229,223	230
225	Ex for Ramada Footings - 20'x 20'	2 days	Tue 5/20/25	Wed 5/21/25	53 days	24,221,178,95	227,226
226	Ex for Ramada footing - 20' x 38'	2 days	Thu 5/22/25	Fri 5/23/25	53 days	26,225	228,227,229
227	Pour Ramads Footings - 20' x 20'	2 days	Tue 5/27/25	Wed 5/28/25	78 days	225,226	234
228	Pour Ramada Footings - 20' x 38'	2 days	Tue 5/27/25	Wed 5/28/25	65 days	226,237	235,230
229	Ex Turn down	4 days	Tue 5/27/25	Fri 5/30/25	53 days	180,226	224,122,157,18
230	FPS - Pump Concrete	3 days	Tue 6/3/25	Thu 6/5/25	62 days	224,228	231,233,235,23
231	Install Amenities	2 days	Fri 6/6/25	Mon 6/9/25	62 days	230	232
232	Install Landscape - Trees, Shrubs, DG	3 days	Tue 6/10/25	Thu 6/12/25	62 days	231	330
233	Set Drinking Fountain	1 day	Fri 6/6/25	Fri 6/6/25	69 days	230	262
234	Install Ramada - 20' x 20'	4 days	Fri 6/6/25	Wed 6/11/25	72 days	227,230	382
235	Install Ramada - 20' x 38'	4 days	Fri 6/6/25	Wed 6/11/25	72 days	228,230,237	382
236	Champion 1 & 2 - Construction	39 days	Thu 5/15/25	Thu 7/10/25	22 days		
237	Fine Grade Existing Pad	2 days	Thu 5/15/25	Fri 5/16/25	22 days	219,165,64	239,228,235
238	Drill & Set Electrical Poles	2 days	Fri 5/23/25	Tue 5/27/25	16 days	223,180	239
239	Excavate Net post Footing	2 days	Wed 5/28/25	Thu 5/29/25	16 days	238,237,64	240
240	Install Net Anchor Footing	1 day	Fri 5/30/25	Fri 5/30/25	16 days	239	241
241	Pour & Install Edwards Sleeve Footings	2 days	Mon 6/2/25	Tue 6/3/25	16 days	240	242
242	Excavate Fence Footings - Perimeter Fence	2 days	Wed 6/4/25	Thu 6/5/25	16 days	241	243
243	Set Posts - Perimeter Fence	3 days	Fri 6/6/25	Tue 6/10/25	16 days	242	244,341
244	Excavate Turn Downs	2 days	Wed 6/11/25	Thu 6/12/25	16 days	243	245
245	Place & Compact ABC	1 day	Fri 6/13/25	Fri 6/13/25	16 days	244	246



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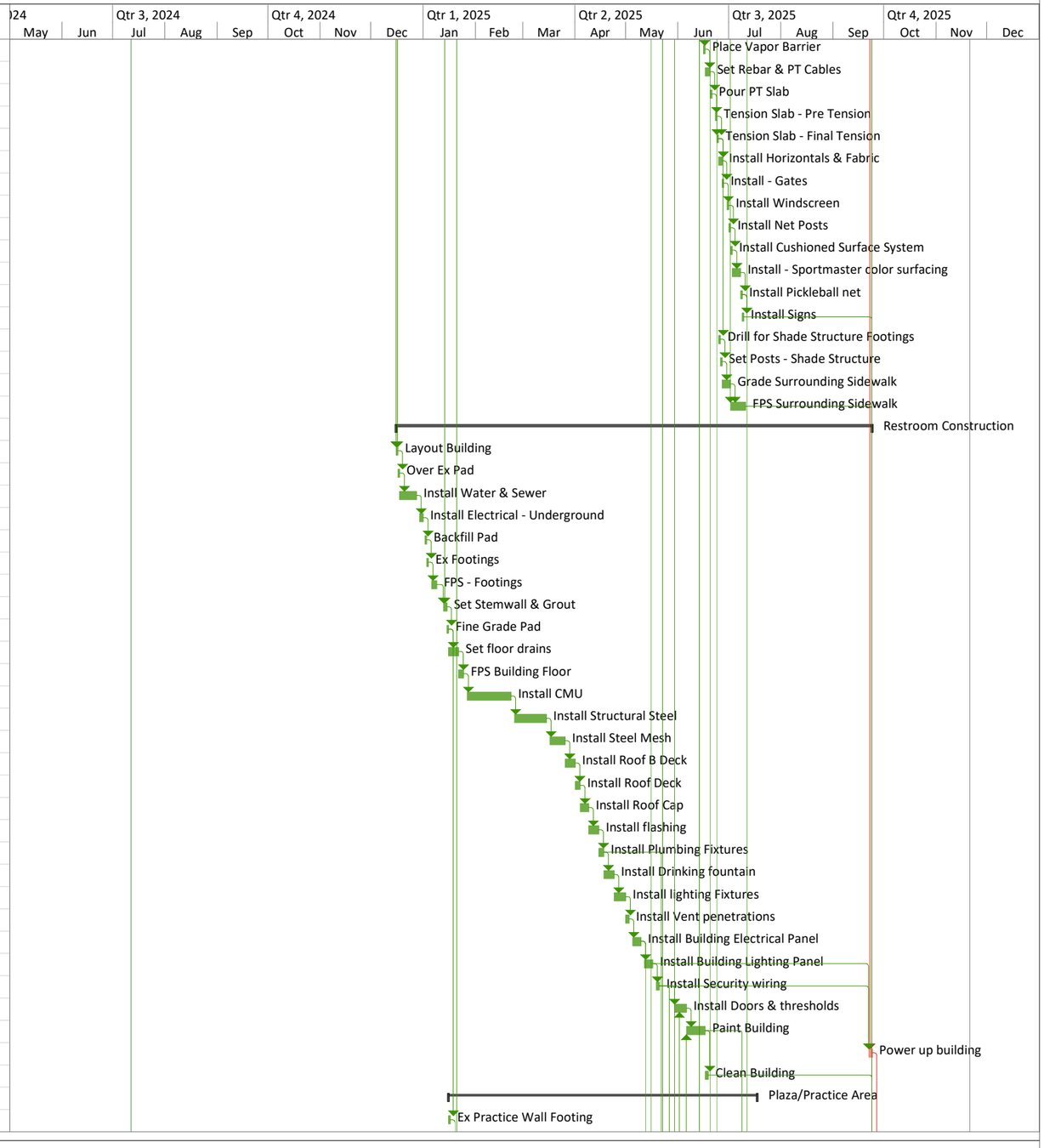
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Path Driven Successor Summary Task
Path Driven Successor Normal Task
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ID	Task Name	Duration	Start	Finish	Total Slack	Predecessors	Successors
246	Place Vapor Barrier	1 day	Mon 6/16/25	Mon 6/16/25	16 days	245	247
247	Set Rebar & PT Cables	3 days	Tue 6/17/25	Thu 6/19/25	16 days	246	248
248	Pour PT Slab	1 day	Fri 6/20/25	Fri 6/20/25	16 days	247	249
249	Tension Slab - Pre Tension	1 day	Mon 6/23/25	Mon 6/23/25	16 days	248	250
250	Tension Slab - Final Tension	1 day	Tue 6/24/25	Tue 6/24/25	16 days	249,220	251,259
251	Install Horizontals & Fabric	2 days	Wed 6/25/25	Thu 6/26/25	16 days	250	252
252	Install - Gates	1 day	Fri 6/27/25	Fri 6/27/25	16 days	251	253
253	Install Windscreen	1 day	Mon 6/30/25	Mon 6/30/25	16 days	252	254
254	Install Net Posts	1 day	Tue 7/1/25	Tue 7/1/25	16 days	253	255
255	Install Cushioned Surface System	1 day	Wed 7/2/25	Wed 7/2/25	16 days	254	256
256	Install - Sportmaster color surfacing	2 days	Thu 7/3/25	Mon 7/7/25	16 days	255	257
257	Install Pickleball net	1 day	Tue 7/8/25	Tue 7/8/25	16 days	256	258,350
258	Install Signs	1 day	Wed 7/9/25	Wed 7/9/25	53 days	257,187	382
259	Drill for Shade Structure Footings	1 day	Wed 6/25/25	Wed 6/25/25	52 days	250	260
260	Set Posts - Shade Structure	1 day	Thu 6/26/25	Thu 6/26/25	52 days	259	261
261	Grade Surrounding Sidewalk	3 days	Fri 6/27/25	Tue 7/1/25	52 days	260	262
262	FPS Surrounding Sidewalk	6 days	Wed 7/2/25	Thu 7/10/25	52 days	261,233	382
263	Restroom Construction	197 days	Mon 12/16/24	Tue 9/23/25	0 days		
264	Layout Building	1 day	Mon 12/16/24	Mon 12/16/24	41 days	43,42,44	265
265	Over Ex Pad	1 day	Tue 12/17/24	Tue 12/17/24	41 days	264	266
266	Install Water & Sewer	7 days	Wed 12/18/24	Fri 12/27/24	41 days	265	267
267	Install Electrical - Underground	2 days	Mon 12/30/24	Tue 12/31/24	41 days	266	268
268	Backfill Pad	1 day	Thu 1/2/25	Thu 1/2/25	41 days	267	269
269	Ex Footings	1 day	Fri 1/3/25	Fri 1/3/25	41 days	268	270
270	FPS - Footings	3 days	Mon 1/6/25	Wed 1/8/25	41 days	269	271
271	Set Stemwall & Grout	2 days	Mon 1/13/25	Tue 1/14/25	39 days	16,270	272
272	Fine Grade Pad	1 day	Wed 1/15/25	Wed 1/15/25	39 days	271	273,294
273	Set floor drains	4 days	Thu 1/16/25	Tue 1/21/25	39 days	272	274
274	FPS Building Floor	3 days	Wed 1/22/25	Fri 1/24/25	39 days	273	275
275	Install CMU	20 days	Mon 1/27/25	Fri 2/21/25	39 days	274	276
276	Install Structural Steel	15 days	Mon 2/24/25	Fri 3/14/25	39 days	275	277
277	Install Steel Mesh	7 days	Mon 3/17/25	Tue 3/25/25	39 days	276	278
278	Install Roof B Deck	4 days	Wed 3/26/25	Mon 3/31/25	39 days	277	279
279	Install Roof Deck	3 days	Tue 4/1/25	Thu 4/3/25	39 days	278	280
280	Install Roof Cap	3 days	Fri 4/4/25	Tue 4/8/25	39 days	279	281
281	Install flashing	4 days	Wed 4/9/25	Mon 4/14/25	39 days	280	282
282	Install Plumbing Fixtures	3 days	Tue 4/15/25	Thu 4/17/25	39 days	281	283,301
283	Install Drinking fountain	4 days	Fri 4/18/25	Wed 4/23/25	39 days	282	284
284	Install lighting Fixtures	5 days	Thu 4/24/25	Wed 4/30/25	39 days	283	285
285	Install Vent penetrations	2 days	Thu 5/1/25	Fri 5/2/25	39 days	284	286
286	Install Building Electrical Panel	5 days	Mon 5/5/25	Fri 5/9/25	39 days	285	287,297
287	Install Building Lighting Panel	5 days	Mon 5/12/25	Fri 5/16/25	42 days	286	288,291
288	Install Security wiring	2 days	Mon 5/19/25	Tue 5/20/25	42 days	287	289,291,302
289	Install Doors & thresholds	5 days	Fri 5/30/25	Thu 6/5/25	60 days	288,302	290
290	Paint Building	7 days	Fri 6/6/25	Mon 6/16/25	60 days	289,301	292,333
291	Power up building	2 days	Mon 9/22/25	Tue 9/23/25	0 days	79,288,287	382
292	Clean Building	2 days	Tue 6/17/25	Wed 6/18/25	67 days	290	382
293	Plaza/Practice Area	129 days	Thu 1/16/25	Thu 7/17/25	39 days		
294	Ex Practice Wall Footing	1 day	Thu 1/16/25	Thu 1/16/25	116 days	272	295



Project: "Project Name"
Date: Fri 7/12/24

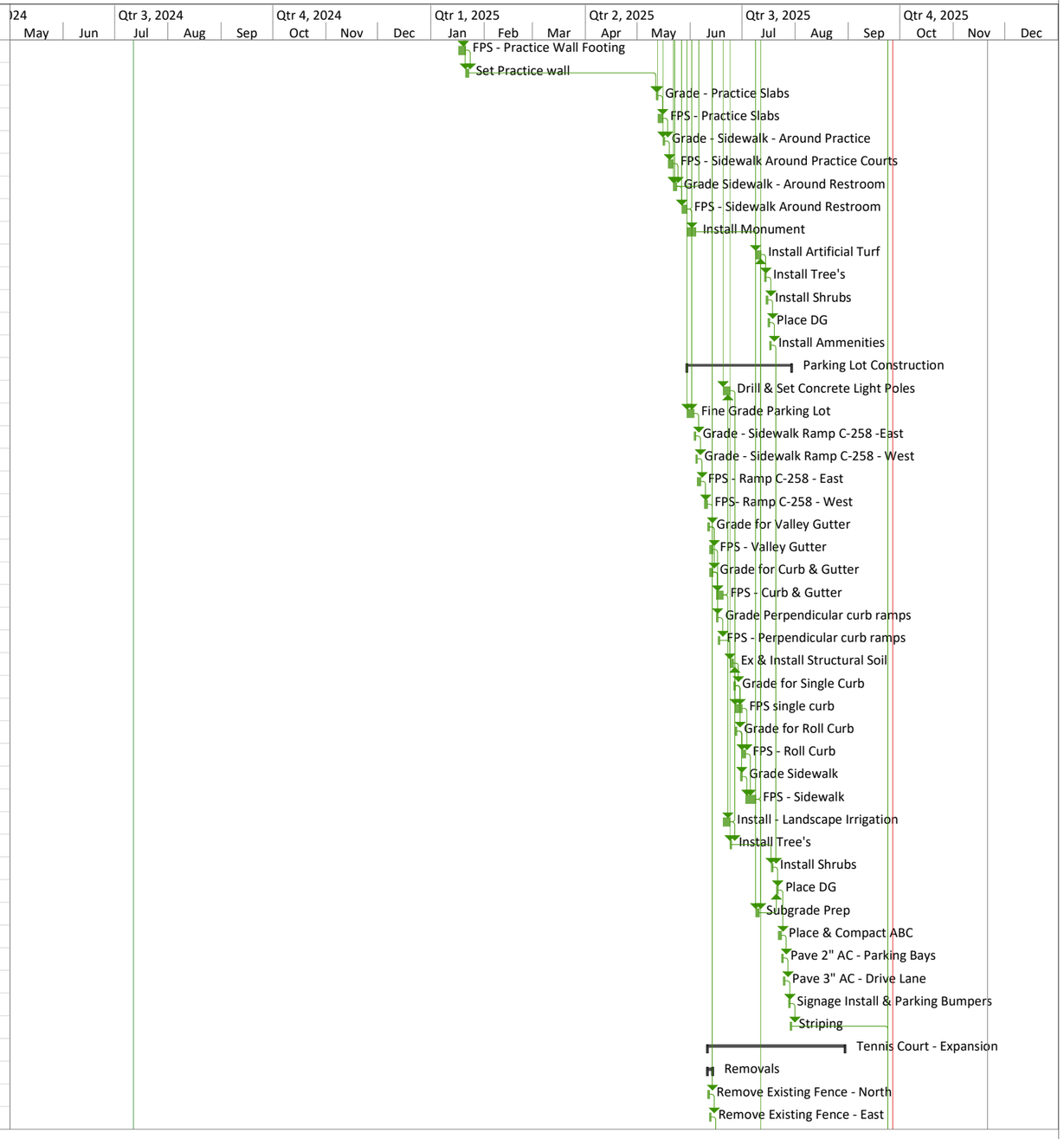
Task	Summary	Deadline	Path Driving Predecessor Milestone Task	Path Driven Successor Milestone Task	Progress
Split	Project Summary	Critical	Path Driving Predecessor Summary Task	Path Driven Successor Summary Task	
Milestone	Inactive Summary	Critical Split	Path Driving Predecessor Normal Task	Path Driven Successor Normal Task	

Owner Name
Address

"Project Name"

Hunter CONTRACTING CO.

ID	Task Name	Duration	Start	Finish	Total Slack	Predecessors	Successors
295	FPS - Practice Wall Footing	2 days	Fri 1/17/25	Mon 1/20/25	116 days	294	296
296	Set Practice wall	2 days	Tue 1/21/25	Wed 1/22/25	116 days	22,295	297
297	Grade - Practice Slabs	1 day	Mon 5/12/25	Mon 5/12/25	39 days	286,296	298
298	FPS - Practice Slabs	3 days	Tue 5/13/25	Thu 5/15/25	39 days	297	299
299	Grade - Sidewalk - Around Practice	1 day	Fri 5/16/25	Fri 5/16/25	39 days	298,220	300
300	FPS - Sidewalk Around Practice Courts	3 days	Mon 5/19/25	Wed 5/21/25	39 days	299	301
301	Grade Sidewalk - Around Restroom	2 days	Thu 5/22/25	Fri 5/23/25	39 days	282,300,221	302,290
302	FPS - Sidewalk Around Restroom	3 days	Tue 5/27/25	Thu 5/29/25	39 days	301,288	303,289,311
303	Install Monument	3 days	Fri 5/30/25	Tue 6/3/25	63 days	302	304
304	Install Artificial Turf	3 days	Wed 7/9/25	Fri 7/11/25	39 days	303,328	305
305	Install Tree's	1 day	Mon 7/14/25	Mon 7/14/25	39 days	304	306
306	Install Shrubs	1 day	Tue 7/15/25	Tue 7/15/25	39 days	305	307
307	Place DG	1 day	Wed 7/16/25	Wed 7/16/25	39 days	306	308
308	Install Ammenities	1 day	Thu 7/17/25	Thu 7/17/25	39 days	307	331
309	Parking Lot Construction	42 days	Fri 5/30/25	Tue 7/29/25	39 days		
310	Drill & Set Concrete Light Poles	2 days	Fri 6/20/25	Mon 6/23/25	42 days	319,214	324
311	Fine Grade Parking Lot	2 days	Fri 5/30/25	Mon 6/2/25	39 days	60,302	312
312	Grade - Sidewalk Ramp C-258 -East	1 day	Tue 6/3/25	Tue 6/3/25	39 days	311	313
313	Grade - Sidewalk Ramp C-258 - West	1 day	Wed 6/4/25	Wed 6/4/25	39 days	312	314
314	FPS - Ramp C-258 - East	2 days	Thu 6/5/25	Fri 6/6/25	39 days	313	315
315	FPS- Ramp C-258 - West	2 days	Mon 6/9/25	Tue 6/10/25	39 days	314	316
316	Grade for Valley Gutter	1 day	Wed 6/11/25	Wed 6/11/25	39 days	315	317,318
317	FPS - Valley Gutter	2 days	Thu 6/12/25	Fri 6/13/25	39 days	316	319
318	Grade for Curb & Gutter	2 days	Thu 6/12/25	Fri 6/13/25	39 days	316	319,320
319	FPS - Curb & Gutter	4 days	Mon 6/16/25	Thu 6/19/25	39 days	318,317	310,329
320	Grade Perpendicular curb ramps	1 day	Mon 6/16/25	Mon 6/16/25	43 days	318	321
321	FPS - Perpendicular curb ramps	1 day	Tue 6/17/25	Tue 6/17/25	43 days	320	322
322	Ex & Install Structural Soil	2 days	Tue 6/24/25	Wed 6/25/25	39 days	321,329	323
323	Grade for Single Curb	1 day	Thu 6/26/25	Thu 6/26/25	39 days	322	324,325
324	FPS single curb	2 days	Fri 6/27/25	Mon 6/30/25	39 days	323,310	326
325	Grade for Roll Curb	1 day	Fri 6/27/25	Fri 6/27/25	40 days	323	326,327
326	FPS - Roll Curb	2 days	Tue 7/1/25	Wed 7/2/25	39 days	325,324	328
327	Grade Sidewalk	1 day	Mon 6/30/25	Mon 6/30/25	41 days	325	328
328	FPS - Sidewalk	3 days	Thu 7/3/25	Tue 7/8/25	39 days	327,326	333,304
329	Install - Landscape Irrigation	2 days	Fri 6/20/25	Mon 6/23/25	39 days	319	322,330
330	Install Tree's	1 day	Tue 6/24/25	Tue 6/24/25	55 days	329,232	331
331	Install Shrubs	1 day	Fri 7/18/25	Fri 7/18/25	39 days	330,308	332
332	Place DG	1 day	Mon 7/21/25	Mon 7/21/25	39 days	331,333	334
333	Subgrade Prep	2 days	Wed 7/9/25	Thu 7/10/25	45 days	290,328	332
334	Place & Compact ABC	2 days	Tue 7/22/25	Wed 7/23/25	39 days	332	335
335	Pave 2" AC - Parking Bays	1 day	Thu 7/24/25	Thu 7/24/25	39 days	334	336
336	Pave 3" AC - Drive Lane	1 day	Fri 7/25/25	Fri 7/25/25	39 days	335	337
337	Signage Install & Parking Bumpers	1 day	Mon 7/28/25	Mon 7/28/25	39 days	336	338
338	Striping	1 day	Tue 7/29/25	Tue 7/29/25	39 days	337	382
339	Tennis Court - Expansion	57 days	Wed 6/11/25	Fri 8/29/25	16 days		
340	Removals	3 days	Wed 6/11/25	Fri 6/13/25	25 days		
341	Remove Existing Fence - North	1 day	Wed 6/11/25	Wed 6/11/25	25 days	243	342
342	Remove Existing Fence - East	1 day	Thu 6/12/25	Thu 6/12/25	25 days	341	343



Project: "Project Name"
Date: Fri 7/12/24

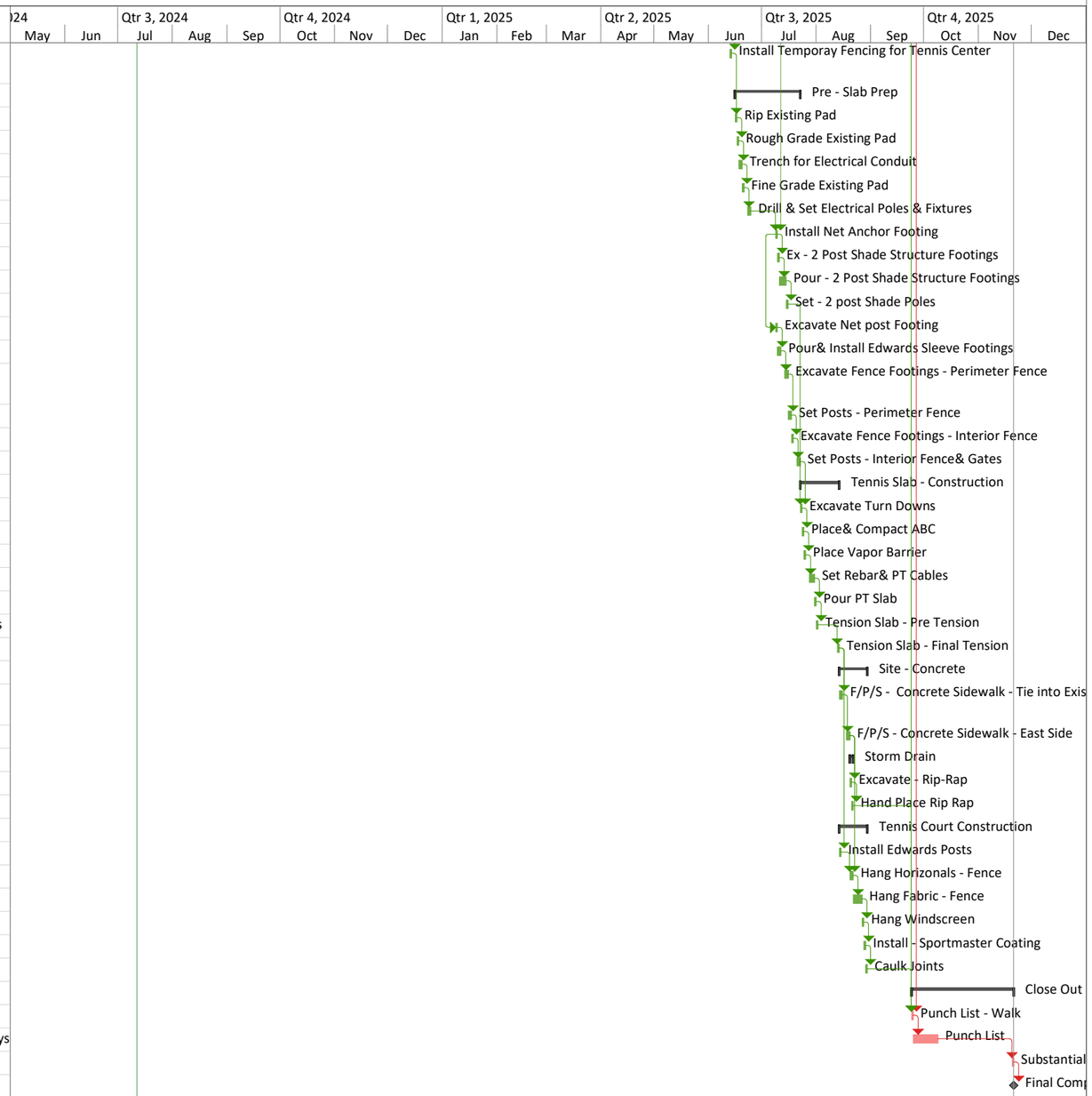
Task
Split
Milestone
Summary
Project Summary
Inactive Summary
Deadline
Critical
Critical Split
Path Driving Predecessor Milestone Task
Path Driving Predecessor Summary Task
Path Driving Predecessor Normal Task
Path Driven Successor Milestone Task
Path Driven Successor Summary Task
Path Driven Successor Normal Task
Progress

Owner Name
Address

"Project Name"

Hunter CONTRACTING CO.

ID	Task Name	Duration	Start	Finish	Total Slack	Predecessors	Successors
343	Install Temporay Fencing for Tennis Center	1 day	Fri 6/13/25	Fri 6/13/25	25 days	342	345
344	Pre - Slab Prep	26 days	Mon 6/16/25	Tue 7/22/25	16 days		
345	Rip Existing Pad	1 day	Mon 6/16/25	Mon 6/16/25	25 days	343	346
346	Rough Grade Existing Pad	1 day	Tue 6/17/25	Tue 6/17/25	25 days	345	347
347	Trench for Electrical Conduit	2 days	Wed 6/18/25	Thu 6/19/25	25 days	346	348
348	Fine Grade Existing Pad	1 day	Fri 6/20/25	Fri 6/20/25	25 days	347	349
349	Drill & Set Electrical Poles & Fixtures	2 days	Mon 6/23/25	Tue 6/24/25	25 days	348	350
350	Install Net Anchor Footing	1 day	Wed 7/9/25	Wed 7/9/25	16 days	349,257	351,354SS
351	Ex - 2 Post Shade Structure Footings	1 day	Thu 7/10/25	Thu 7/10/25	21 days	350	352
352	Pour - 2 Post Shade Structure Footings	2 days	Fri 7/11/25	Mon 7/14/25	21 days	351	353
353	Set - 2 post Shade Poles	1 day	Tue 7/15/25	Tue 7/15/25	21 days	352	361
354	Excavate Net post Footing	1 day	Wed 7/9/25	Wed 7/9/25	16 days	350SS	355
355	Pour& Install Edwards Sleeve Footings	2 days	Thu 7/10/25	Fri 7/11/25	16 days	354	356
356	Excavate Fence Footings - Perimeter Fence	2 days	Mon 7/14/25	Tue 7/15/25	16 days	355	357
357	Set Posts - Perimeter Fence	2 days	Wed 7/16/25	Thu 7/17/25	16 days	356	358
358	Excavate Fence Footings - Interior Fence	1 day	Fri 7/18/25	Fri 7/18/25	16 days	357	359
359	Set Posts - Interior Fence& Gates	2 days	Mon 7/21/25	Tue 7/22/25	16 days	358	361
360	Tennis Slab - Construction	16 days	Wed 7/23/25	Wed 8/13/25	16 days		
361	Excavate Turn Downs	1 day	Wed 7/23/25	Wed 7/23/25	16 days	359,353	362
362	Place& Compact ABC	1 day	Thu 7/24/25	Thu 7/24/25	16 days	361	363
363	Place Vapor Barrier	1 day	Fri 7/25/25	Fri 7/25/25	16 days	362	364
364	Set Rebar& PT Cables	3 days	Mon 7/28/25	Wed 7/30/25	16 days	363	365
365	Pour PT Slab	1 day	Thu 7/31/25	Thu 7/31/25	16 days	364	366
366	Tension Slab - Pre Tension	1 day	Fri 8/1/25	Fri 8/1/25	16 days	365	367FS+7 days
367	Tension Slab - Final Tension	1 day	Wed 8/13/25	Wed 8/13/25	16 days	366FS+7 days	369,375
368	Site - Concrete	12 days	Thu 8/14/25	Fri 8/29/25	16 days		
369	F/P/S - Concrete Sidewalk - Tie into Existing North Side	2 days	Thu 8/14/25	Fri 8/15/25	16 days	367	370
370	F/P/S - Concrete Sidewalk - East Side	2 days	Mon 8/18/25	Tue 8/19/25	16 days	369	376,372
371	Storm Drain	2 days	Wed 8/20/25	Thu 8/21/25	22 days		
372	Excavate - Rip-Rap	1 day	Wed 8/20/25	Wed 8/20/25	22 days	370	373
373	Hand Place Rip Rap	1 day	Thu 8/21/25	Thu 8/21/25	22 days	372	382
374	Tennis Court Construction	12 days	Thu 8/14/25	Fri 8/29/25	16 days		
375	Install Edwards Posts	1 day	Thu 8/14/25	Thu 8/14/25	19 days	367	376
376	Hang Horizonals - Fence	2 days	Wed 8/20/25	Thu 8/21/25	16 days	370,375	377
377	Hang Fabric - Fence	3 days	Fri 8/22/25	Tue 8/26/25	16 days	376	378
378	Hang Windscreen	1 day	Wed 8/27/25	Wed 8/27/25	16 days	377	379
379	Install - Sportmaster Coating	1 day	Thu 8/28/25	Thu 8/28/25	16 days	378	380
380	Caulk Joints	1 day	Fri 8/29/25	Fri 8/29/25	16 days	379	382
381	Close Out	42 days	Wed 9/24/25	Thu 11/20/25	0 days		
382	Punch List - Walk	1 day	Wed 9/24/25	Wed 9/24/25	0 days	291,380,373,258,33	383
383	Punch List	10 days	Thu 9/25/25	Wed 10/8/25	0 days	382	384FS+30 days
384	Substantial Completion	1 day	Thu 11/20/25	Thu 11/20/25	0 days	383FS+30 days	385
385	Final Completion	0 days	Thu 11/20/25	Thu 11/20/25	0 days	384	



Project: "Project Name"
Date: Fri 7/12/24

Task
Split
Milestone
Summary
Project Summary
Inactive Summary
Deadline
Critical
Critical Split
Path Driving Predecessor Milestone Task
Path Driving Predecessor Summary Task
Path Driving Predecessor Normal Task
Path Driven Successor Milestone Task
Path Driven Successor Summary Task
Path Driven Successor Normal Task
Progress

RIDER

Travelers Casualty and Surety Company of America
One Tower Square 3PB, Hartford, CT 06183

To be attached to and form a part of:

Bond No. **108042725**

Type of Bond: **PERFORMANCE & PAYMENT BONDS**

Executed by **HUNTER CONTRACTING CO.**, as Principal, and by **Travelers Casualty and Surety Company of America**, as Surety, in favor of **CITY OF CHANDLER PUBLIC WORKS & UTILITIES** and dated **06/18/2024**.

In consideration of the premium charged for the attached bond, it is hereby agreed to change:
INCREASE BOND PER CHANGE ORDER #1

From:
$1,776,697.99

To:
$10,192,564.93

This rider is effective **08/14/2024**.

This rider is executed upon the express condition that the surety's liability under said bond shall not be cumulative and shall in no event exceed the amount specifically set forth in said bond or any existing certificate changing the amount of said bond. The referenced bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.

SIGNED, SEALED AND DATED this **14TH** day of **AUGUST**, **2024**.

HUNTER CONTRACTING CO. INCORPORATED SEAL 1961 ARIZONA

HUNTER CONTRACTING CO.

By: _____
Principal

Travelers Casualty and Surety Company of America

By: _____
CHRISTINA V. SHRINER Attorney-in-Fact

*RIDER ACCEPTED BY:

_____
(Obligee)

_____
Date
*If Obligee signature required, please sign duplicate and return to Surety.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA ★ HARTFORD, CONN

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Christina V. Shriner** of **MESA**, **Arizona**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such Power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **14TH** day of **AUGUST**, **2024**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

STATE OF ARIZONA

DEPARTMENT OF INSURANCE

CERTIFICATE OF AUTHORITY

I, **JOHN A. GREENE**, Director of Insurance of the State of Arizona, do hereby certify that

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Domiciled in Connecticut
NAIC NO. 31194

is hereby authorized, subject to the provisions thereof and the Charter Powers of said Company, to transact the business of:

CASUALTY WITH WORKERS' COMPENSATION
DISABILITY
MARINE AND TRANSPORTATION
PROPERTY
SURETY
VEHICLE

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

Arizona Revised Statute § 20-217 (C) states:

> *A **Certificate of Authority** remains the property of the State of Arizona. Upon termination at the request of the insurer or revocation by the Director of Insurance, the insurer shall immediately deliver the Certificate of Authority to the Director of Insurance.*

In **TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the official seal of the Director of Insurance at the City of Phoenix. The effective date of this Certificate is July 1, 1997.

John A. Greene
Director of Insurance

E146 (01/97)

302002 **000843**

STATE
OF
ARIZONA

DEPARTMENT OF INSURANCE AND FINANCIAL INSTITUTIONS

This is to certify, that this instrument is a true, full and correct copy of the original on file with the Department of Insurance and Financial Institutions of the State of Arizona and consists of 1 pages(s)

Hereunto set my hand and the official seal of this Department for the Director of Insurance and Financial Institutions this 01 December 2022.

Lisa Wanke

Authorized Representative

Certificate No.: 302002

City Council Memorandum Community Services Memo No. N/A

Date: September 12, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO

From: John Sefton, Community Services Director
Subject: Agreement No. CS4-958-4774, with Artistic Land Management, Inc., BrightView Landscape Services, Inc., Grounds Control, LLC, and West Coast Arborists, Inc., for the Supply and Installation of Trees

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Proposed Motion:

Move City Council approve Agreement No. CS4-958-4774, with Artistic Land Management, Inc., BrightView Landscape Services, Inc., Grounds Control, LLC, and West Coast Arborists, Inc., for the supply and installation of trees, in a combined amount not to exceed $767,000, for a three-year term, September 13, 2024, through September 12, 2027, with the option to extend through June 30, 2028.

Background/Discussion:

The city recently received a U.S. Forest Service grant in the amount of $767,000. The scope of the grant includes planting trees that will address the challenge of extreme heat and the human health issues associated with a lack of tree canopy in a desert environment.

The City of Chandler will target disadvantaged communities that lack equitable access to trees, as identified in the Climate and Economic Justice Screening Tool (CEJST). A key partner in this effort is the Chandler Unified School District (CUSD), which will educate students on urban forestry with tree plantings at public parks and properties.

The project goals are to increase tree canopy to maximize the benefits trees offer while providing education to students and the community. The four selected

vendors will provide services to complete these goals by installing irrigation, procuring trees from nurseries, providing labor to plant trees.

Evaluation:

On June 20, 2024, City staff issued Request for Proposal No. CS4-958-4774 for the supply and installation of trees. Notification was sent to all registered vendors and four proposals were received from the following offerors:

Artistic Land Management, Inc.
BrightView Landscape Services, Inc.
Grounds Control, LLC
West Coast Arborists, Inc.

The evaluation committee evaluated the proposals and recommends award to Artistic Land Management, Inc., BrightView Landscape Services, Inc., Grounds Control, LLC, and West Coast Arborists, Inc. All vendors meet the evaluation criteria requirements. Awarding to all vendors ensures services and supplies are available as needed. The term of the agreement is September 13, 2024, through September 12, 2027, with the option to extend through June 30, 2028.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
217.4530.5219.0000.3CS101	Grants	USDA Inflation Reduction Act Urban	$767,000	N

Attachments

4774_BrightView Agreement
4774_West Coast Arborist Agreement
4774_Artistic Agreement
4774 Agreement_Grounds Control

Docusign Envelope ID: 700DB7CA-585B-4415-BF8E-D6F2EA177406

City Clerk Document No. _____

City Council Meeting Date: September 12, 2024

CITY OF CHANDLER SERVICES AGREEMENT
SUPPLY AND INSTALL OF TREES
CITY OF CHANDLER AGREEMENT NO. CS4-958-4774

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and BrightView Landscape Services, Inc., an Arizona Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____, 2024 (Effective Date).

RECITALS

A. On or about June 20, 2024, the City issued a solicitation for the supply and install of trees. Under the solicitation, the City proposes to enter into four related agreements to supply and install trees in various amounts for the prices set forth in each supply and install of trees agreement. Although the amount and type of supply and installation of trees purchased by the City may vary, the total sum for all four supply and install of trees agreements must not exceed $767,000.

B. City proposes to purchase services to supply and install trees from Contractor as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

C. Contractor is ready, willing, and able to provide the goods or 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.

D. City desires to contract with the Contractor to provide these goods or services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona

Docusign Envelope ID: 700DB7CA-585B-4415-BF8E-D6F2EA177406

Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform in accordance with Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods 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 goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is three years, and begins on September 13, 2024, and ends on September 12, 2027 unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement through June 30, 2028. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION lV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees must not exceed a ceiling cap of $*350,000* which the Contractor exceeds at its own risk. In addition, the Contractor's unit prices and amounts may not exceed the amounts listed and described in Exhibit B for performance approved and accepted by the City under this Agreement. Contractor must submit requests for payment for goods or 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 associated costs, and any subcontractor's or supplier's actual requests for payment plus similar narrative, listing of their work and cost details. Goods or services negotiated as a not-to-exceed fee and/or unit price will be paid in accordance with the goods furnished or services completed during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted goods or services within 30 days of the City's receipt of the request for payment.

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

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

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

SECTION V: GENERAL CONDITIONS

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

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by

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the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor’s property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This

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indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify lndemnitee from and against any and all Claims, except those arising solely from lndemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against lndemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

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

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

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	For the Contractor
Name: Raquel McMahon	Name: Nick Perez
Title: Procurement Officer	Title: Branch Manager
Address: 175 S. Arizona Ave.	Address: P.O. Box 31001-2463
Chandler, AZ 85225	Pasadena, CA 91110-2463
Phone: 480-782-2400	Phone: 602-376-0422
Email: raquel.mcmahon@chandleraz.gov	Email: nick.perez@brightview.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the

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written consent of the other party. In no event may any contractual relation be created between any third party and the City.

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

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

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

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

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

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Work. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City’s written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault

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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. Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance. Contractor must also adhere to the federal requirements detailed in Exhibit E to this Agreement.

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

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides goods or services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

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

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

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

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

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

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to

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which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

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

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

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

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

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

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

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

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

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

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

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

5.38 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:
Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

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Exhibit E – Special Terms and Conditions
Exhibit F – Tree Planting and Staking
Exhibit G – Remote Control Electric Valve Drip
Exhibit H – Emitter Bubbler Schedule
Exhibit I – Emitter Access Box and Emitter Layout

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

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

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

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

5.41 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

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

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

5.44 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

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5.45 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.46 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.47 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

5.48 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

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

5.50 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.51 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.52 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.53 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

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

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

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

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

FOR THE CITY

By: _____

Its: _____Mayor_____
Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

FOR THE CONTRACTOR

By: Nick Perez

Branch Manager
Its: _____

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

SCOPE OF SERVICES

Contractor will provide all labor, equipment, and materials to support tree planting and irrigation installation projects. As projects are identified, the city and the contractor will mutually agree on the scope, timeline, and fees. Projects will include, at a minimum:

1. Coordinating with the city and the site
2. Locate all utilities before planting by contacting Arizona 811
3. Selecting trees from a nursery and supplying trees to the site
4. Planting of trees or preparing planting holes for public involvement
5. Installing irrigation to adequately water trees
6. Provide staking, mulch, and any necessary tree care post-planting
7. Minimum of one (1) year warranty for all trees and irrigation

Minimum Requirements

The city has the right to select a species best suited to the planting location(s). When purchasing new trees, the Contractor shall notify the city and accommodate the schedule to allow hand selection of nursery stock. If the city waives their right to hand select nursery stock, the Contractor shall select trees of the specified species that meet AZNA standards and that are free of girdling roots, co-dominate trunks, unusual bends in the trunk, and the trunk flare must be visible. Contractor to provide ISA Certified Arborist to provide quality control of planting. The city may require a planting demonstration with the Contractor to ensure trees are properly installed. Utility location services (Arizona 811) shall be performed before any planting operations. Avoid conflicts with underground irrigation systems that were not located by the utility location services.

The Contractor will:

1. Perform all services in accordance with all applicable Federal, State, Local, ANSI and OSHA laws, ISA best management practices, rules and regulations and all other applicable regulations.
2. Hold a valid Hardscaping and Irrigation Systems CR-21 category license or approved equal as issued by the State of Arizona Registrar of Contractors or approved equal.
3. Provide an International Society of Arboriculture (ISA) Arborist to oversee the process of selecting trees from the nursery to proper planting of trees on the job site.
4. Have the ability to create landscape designs or plan sets in order to detail where irrigation and trees are installed.
5. Perform a pre-job walkthrough to discuss the scope of the project at each site to determine irrigation needs, tree planting locations, and review any unique characteristics of the site. A walk through will be performed at the end of one project site and a punch list of deficient items will be created that the Contractor must complete prior to payment.
6. Be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services.

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7. Provide the labor, equipment, and materials necessary to perform all requirements of projects.
8. Provide appropriately trained and licensed personnel to perform services.
9. Have the ability to purchase trees from multiple local tree nurseries that hold a substantial inventory of the category of plants regularly stocked.
10. Supply trees in full compliance with all U.S. Department of Agriculture and State of Arizona regulations, as applicable to the transporting of plants into the State of Arizona.
11. Supply trees that are disease-free and free of any harmful pests.
12. Supply trees that are container grown or from field grown stock that follow Arizona Nursery Association standards.
13. Plant trees according to ANSI A300 Tree Care Standards and City of Chandler Landscaping Details (see Exhibit F)
14. Install irrigation to City of Chandler specifications (see Exhibits G-I) and Maricopa Association of Government Section 440 "Landscape Irrigation". Irrigation installation may include, but not limited to, from the backflow device down to emitters such as main lines, valves, lateral lines, multiport, bubblers, and drip tubes. All materials must be approved by the city to ensure preferred make and models are used.
15. Adhere to the City of Chandler Traffic Management control plans and Manual on Uniform Traffic Control Devices for work along any right of ways and complete the required Road Restrictions and Closures Permit. The Contractor is responsible for furnishing all required temporary traffic control devices (i.e. signs, barricades, cones, etc.) for any planned restrictions to facilitate the work under this agreement. All costs for temporary traffic control used for any work under this agreement shall be included in the bid price.
16. Warranty all tree and irrigation components for a minimum of one (1) year from the date of acceptance. Trees will be replaced during the months of October – April at no cost to the city.
17. Adhere to all stipulations of the USDA Forest Service Urban and Community Forestry Inflation Reduction Act as a contractor under this grant funding. Items may include itemized invoices, detailed reports, timely submission of invoices, and meeting other needs from the city to keep in compliance with federal regulations. The term of the grant agreement commences on June 30, 2028. All final invoices and reports shall be submitted to the City no later than May 31, 2028 for final payments.
18. *QUALITY CONTROL***.** CONTRACTOR shall establish a complete quality control program to assure the requirements of the contract are provided as specified. One copy of the CONTRACTOR's quality control program shall be provided to the Contract Administrator/designee and the Purchasing Division for approval at the time of award. The Contract Administrator/designee will approve or disapprove the CONTRACTOR's program within 10 working days of submittal. CONTRACTOR *must* have an approved program before commencing work under this Agreement. The program shall include but not be limited to the following:

    1. Weekly Schedule of Performance

    2. Daily Work Schedule: This report will provide such information so as to ensure compliance of quality control standards. The Contract Administrator/designee will provide the preferred format that CONTRACTOR should use. CONTRACTOR shall submit the Daily Work Schedule on a weekly basis. Any vandalism shall be reported to the Contract Administrator/designee within two (2) hours after it is discovered and a vandalism report form submitted.

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3. CONTRACTOR will be required to provide a schedule for weekly maintenance of all areas to the Contract Administrator/designee the Friday before the scheduled work week, specifying when each area will be maintained and no changes to the schedule shall be made without prior approval of the Contract Administrator/designee.

19. *QUALITY ASSURANCE*. The Contract Administrator/designee will monitor CONTRACTOR's performance by random inspection of CITY landscaped areas to ensure CONTRACTOR compliance with the requirements of the contract. In the event a deficiency exists, CONTRACTOR will be required to explain in writing why performance was unacceptable, how performance will be returned to acceptable levels, and how reoccurrence of the problem will be prevented in the future. The CONTRACTOR *will not* be paid for services not rendered in accordance with the standards set forth in this contract, notwithstanding that the CONTRACTOR is required to rework services that were unsatisfactorily performed.
20. *PROTECTION OF THE PUBLIC AND DAMAGES TO EXISTING STRUCTURES*. The Contractor is aware that a significant portion of the projects will occur in parks and residential areas. The Contractor shall exercise due care to minimize any damages to fences, trees, shrubs, landscaping, citizens, and general property. All fines, penalties, and/or repair charges resulting from the Contractor's actions shall be the sole responsibility of the Contractor at no cost to the City. The Contractor shall notify the Contract Administrator/designee of any damages immediately. The Contractor shall not permit the placing or use of equipment in such a manner as to block vehicle traffic lanes, sidewalks or create safety hazards. The Contractor shall be responsible for all appropriate warning devices.
21. *LIQUIDATED DAMAGES / PERFORMANCE GUARANTEES*: The CITY expects that the landscape, turf, and hardscape areas where work was performed by the Contractor be restored back to its natural state. If tasks are omitted or not completed to the satisfaction of the Contract Administrator/designee, public safety, as well as the appearance of the City parks, School properties, and other site areas, are compromised. Once the issue has been corrected by the Contractor, an email and a picture must be sent to the Contract Administrator/designee.

The Contractor and the City agree upon the following schedule of liquidated damages to be deducted from any monies due or to become due to the Contractor under this Agreement. These sums are fixed and agreed upon, not as a penalty, but because the parties mutually agree that the actual loss to the City and to the public caused by the omission of work or substandard performance is impractical and extremely difficult to ascertain.

SITUATION	**DEDUCT AMOUNT**
Failure to correct deficiencies within the allowed time	$50 per site per day
Failure to start “extra work” within the allowed time or on the day agreed or withdrawing from the job prior to completion without authorization from CITY.	$50 per site per day
Failure to start and satisfactorily complete routine work within the scheduling requirements	$25 per site per day
Failure to submit schedules and /or work plans.	$25 per site per day
Failure to submit itemized invoices and required reports within 30 days of completion of work	$25 per site per day
Failure to wear a uniform bearing CONTRACTOR’s name and/or bear individual photo ID	$25 per occurrence

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22. **PERSONNEL AND EQUIPMENT**

The Contractor will:

1. Establish one primary point of contact for the city's projects.
2. Provide a field supervisor accessible to the city for each project.
3. Provide its staff with uniforms bearing the Contractor's name to be worn while working on city projects.
4. Provide and maintain equipment sufficient in number, condition and capacity to efficiently perform the work.
5. Maintain equipment in good repair and appearance.
6. Clearly identify vehicles with the name of the company.
7. Provide an ISA certified arborist to oversee the selection of trees to meet ANA standards and follow ISA BMPs for planting trees.

23. **HOLIDAYS:** The following is a list of holidays on which service will not be performed:

1. New Year's Eve Night
2. New Year's Day – January 1
3. Martin Luther King Day – Third Monday in January
4. President's Day – Third Monday in February
5. Memorial Day – Last Monday in May
6. Juneteenth – June 19
7. Independence Day – July 4
8. Labor Day – First Monday in September
9. Veteran's Day – November 11
10. Thanksgiving Holiday – Fourth Thursday and the following Friday in November
11. Christmas Eve from 12:00 Noon – December 24
12. Christmas Day – December 25

When a holiday named herein falls on Sunday, it shall be observed on the following Monday, and when a holiday named herein falls on Saturday, it shall be observed on the preceding Friday.

During the week of a holiday, the Contractor shall adjust their weekly schedule to return to the normal weekly schedule the following week. This information is for reference only as a reminder that the work still needs to be completed during the holiday week. The Contractor may work on City holidays at his or her own discretion with the approval of the Contract Administrator/designee.

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EXHIBIT B TO AGREEMENT
PRICING

Pricing Sheet	Unit Pricing
A. **Tree Planting* (15 gallon)**	$ 205 /tree
B. **Tree Planting* (24" box)**	$ 365 /tree
C. **Tree Planting* (36" box)**	$ 875 /tree
D. **Irrigation Supplies (cost plus)**	35 %
E. **Irrigation Technician Labor**	$ 50 /man hour
F. **General Labor (prepping holes, assistance with volunteers, etc.)**	$ 45 /man hour
G. **Bobcat Operator**	$ 135 /man hour
H. **Other Specialty Labor Rate (tasks requiring special certifications or technicians)**	$ 65 /man hour
I. **Woody Mulch Install**	$ 85 /cubic yard
J. **Decomposed Granite Install**	$ 85 /ton
K. **Other (specify):** Gilla Brown	$ 95 / ton
L. **Other (specify):** Pink Coral	$ 95 / ton

*Pricing to include purchase of tree, transport to site, labor time, run drip tube to tree where multiport exists, tree staking and strap material, arborist oversight, warranty, and planting of tree.

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EXHIBIT C TO AGREEMENT
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

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

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form*. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each

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occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

D. *Builders' Risk/Installation Floater Insurance.* The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.
1. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and Contractors' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.
2. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or

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testing requirements in the performance of this Contract/Agreement. The Contractor will be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor's Builders' Risk/Installation Floater insurance described herein.

3. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.
   a. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.
   b. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.
   c. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.
   d. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Contract/Agreement, waived against the City, its officers, officials, agents and employees.
   e. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

1. The Contractor's insurance must contain broad form contractual liability coverage.

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

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5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured*. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

WORK IN CITY RIGHT-OF-WAY

Work within the City's Right-of-Way. All work performed within the City's Right-of-Way by the Contractor and his/her subcontractors must comply with the City of Chandler requirements

ACCESS TO SECURED FACILITIES

Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker shall not be allowed to begin work in any City facility without: (A) The prior completion and the City's acceptance of the required background screening; and (B) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to the City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Contractor for each key issued.

Stolen or Lost Badges or Keys. Contractor shall report lost or stolen badges or keys to the City immediately. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.

Return of Badges or Keys. All badges and keys are the property of the City and must be returned to the City within one business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

Contractor's default under this Section shall include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (5) Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three business days from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this Section shall constitute a breach of

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this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be liable for and shall pay to the City the sum of $1,000.00 for each breach by Contractor of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that Contractor breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages in the event that Contractor breaches this Section. The parties further agree that three breaches by Contractor of this Section arising out of any default within a consecutive period of three months or three breaches by Contractor of this Section arising out of the same default within a period of 12 consecutive months shall constitute a material breach of this Agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

1. **Contractor and Subcontractor Worker Background Screening**. Contractor agrees that all contract workers and subcontractors (collectively "Contract Worker(s)") that Contractor furnishes to City under this Agreement will be subject to background and security checks and screening as set forth in this Section (collectively "Background Screening") at Contractor's sole cost and expense. As part of the Background Screening, Contractor must provide to a person designated by the City the name(s), address(es), and phone number(s) of all Contract Workers who will provide any services under this Agreement. All Contract Workers must comply with these Background Screening requirements. All Contract Workers must be able to provide proof of the legal right to work in the United States. The Background Screening provided by Contractor must comply with all applicable laws, rules, and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Agreement or Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers must take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing services under this Agreement.

2. **Background Screening Requirements and Criteria**. Before offering or scheduling any services under this Agreement, Contractor agrees that all Contract Workers, including the Contractor, if the Contractor is an individual or sole proprietorship, must have successfully passed a Background Screening in accordance with this Section. Contractor warrants that no person will be permitted to substitute for a Contract Worker who has satisfied the Background Screening requirements until the proposed substitute has also satisfied the Background Screening requirements in this Section. For review and approval, Contractor must submit to a person designated by the City proof of a completed Background Screening for each Contract Worker over the age of 18 performing services under this Agreement no fewer than two (2) weeks before the proposed start date of such Contract Worker's services. The Background Screening must have been completed within the 12-month period preceding the Contract Worker's start date under this Agreement and must include the results of a national criminal databased check with source verification, and a sex offender database search.

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3. **Additional City Rights Regarding Security Inquiries**. In addition to the foregoing, City reserves the rights but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Agreement.

4. **Contractor Certification**. By executing this Agreement, Contractor certifies that Contractor has read and understands the Background Screening requirements and criteria in this Section and will fully comply with such requirements. Contractor further certifies that any Background Screening information to be furnished to City related to Contractor or its Contract Workers will be complete, current, and accurate. A Contract Worker rejected for work under this Agreement will not be proposed to perform work under other City contracts or engagements without City's prior written approval.

5. **Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts**. Contractor must include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

6. **Materiality of Background Screening Requirements: Indemnity**. The Background Screening requirements of this Section are material to City's entry into this Agreement and any breach of this Section by Contractor will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this Agreement, Contractor must defend, indemnify, and hold harmless City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or City for failure to satisfy this Section.

7. **Continuing Duty, Audit**. Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section will continue throughout the entire term of this Agreement. Contractor must notify City immediately of any change to a Background Screening of a Contract Worker previously accepted by City. Contractor must maintain all records and documents related to all Background Screenings and City reserves the right to audit Contractor's compliance with this Section under the terms of this Agreement.

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EXHIBIT E
SPECIAL TERMS AND CONDITIONS

BYRD ANTI-LOBBYING CERTIFICATION (31 U.S.C. 1352):

In all contracts in excess of $100,000 the Contractor hereby certifies, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
b. Each Contractor tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization or influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
c. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Such disclosures are forwarded from tier to tier up to the non-Federal award.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.

Applicable to all contracts in excess of $150,000. The Contractor will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the City, the U.S. Department of Housing and Urban Development, and the San Francisco Regional Office of the Environmental Protection Agency (EPA).

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
b. Affirmative steps must include:
    1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
    3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
    4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
    5. Using the services and assistance, as appropriate, of such organizations as the Small Business

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Administration and the Minority Business Development Agency of the Department of Commerce; and

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).
The Contractor will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic pay rate for all hours worked in excess of 40 hours in the work week. The provisions of 40 U.S.C. 3704 are applicable to construction and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
The Contractor will comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Contractor must have an active registration and Unique Entity Identifier in SAM in accordance with 2 CFR part 25, including appendix A. The Contractor will also comply with the provisions of FFATA which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).
A contract award must not be made to parties listed on the government wide Excluded Parties List System (EPLS) in SAM, in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The EPLS in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The City may, by written notice to the Contractor, immediately terminate this Contract if the City determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor must immediately notify the City. Contractors must not make any award or permit any award (sub-recipient or vendor) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

The Contractor certifies to the best of its knowledge and belief, that is and its sub-contractors:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment

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rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

PREFERENCE FOR DOMESTIC PROCUREMENT.

Pursuant to 2 C.F.R. 200.322, to the greatest extent practicable, Contractor will purchase, acquire, or use goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products).

PROCUREMENT OF RECOVERED MATERIALS.

a. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor must procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable time period; (2) fail to meet reasonable performance standards, which will be determined the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item, or (3) are only available at an unreasonable price.
b. Paragraph (a) of this clause will apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT.

Contractor is prohibited from obligating or expending funds to (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract to procure or obtain equipment, services or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and such other entities described in 2 C.F.R. 200.216.

TERMINATION for Default and for CONVENIENCE:

(a) The City may terminate this contract in whole, or from time to time in part, for the City's convenience or the failure of the Contractor to fulfill the contract obligations (default). The City will

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terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor must: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the City, the City will be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the City may (1) require Contractor to deliver to it, in the manner and to the extent directed by the City, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor will be liable for any additional cost incurred by the City; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the City by the Contractor. In the event of termination for cause/default, the City will be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute will be decided by the Contracting Officer.

COMPLIANCE WITH LAWS.

The Contractor shall comply with applicable requirements of all other federal laws, executive orders, regulations, and public policies governing federally assisted contract including, but not limited to:

(a) National Environmental Policy Act of 1969, as amended, 42 U.S.C. § 4321 et seq.;
(b) Civil Actions for False Claims Act, 31 U.S.C. § 3730;
(c) False Claims Act, 31 U.S.C. § 3729, 18 U.S.C. §§ 287 and 1001;
(d) Program Fraud and Civil Remedies Act, 31 U.S.C. § 3801 et seq.;
(e) Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.;
(f) Title VIII of the Civil Rights Act of 1968, 42 U.S.C. § 3601 et seq.;
(g) Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794; and.
(h) Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq.

PROHIBITION ON HUMAN TRAFFICKING.

The Contractor shall comply with Section 106 of the Victims of Trafficking and Violence Protection Act of 2000 and shall not:

a. engage in severe forms of trafficking in persons;
b. procure a commercial sex act; or
c. use forced labor in the performance of the Contract.

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV 2023):

a. This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 and FAR 3.900 through 3.905.

b. The Contractor must inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section FAR 3.900 through 3.905.

c. The Contractor will insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold

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DISCLOSURE OF LOBBYING ACTIVITIES

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Organization: BRIGHTVIEW LANDSCAPE SERVICES, LLC

Street address: 620 N. GOLDEN KEY STREET

City, State, Zip: GILBERT, AZ. 85233

NICK PEREZ
CERTIFIED BY: (type or print)

BRANCH MANAGER
TITLE:

Nick Perez
(signature)

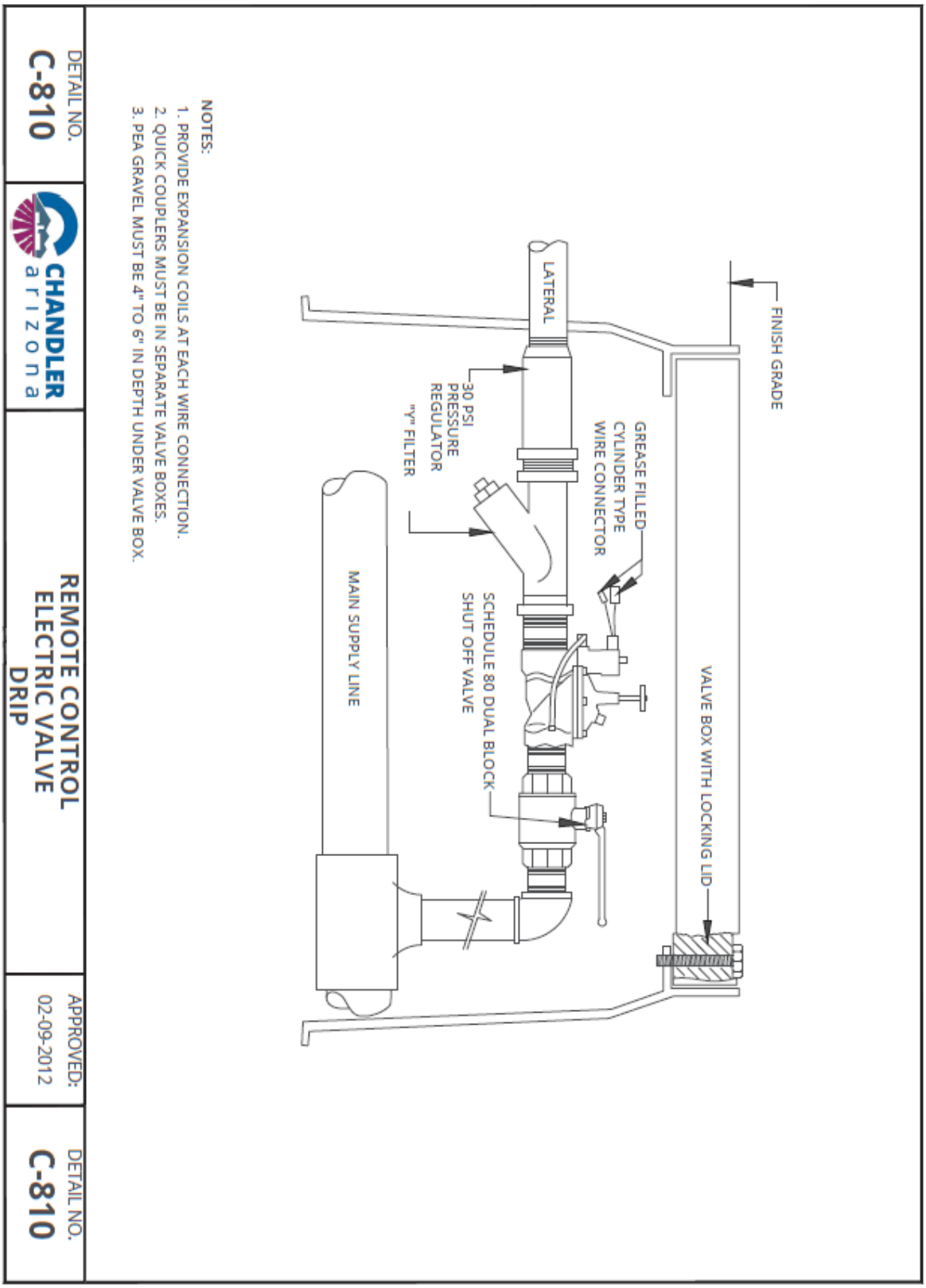
7/18/24
(date)

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Exhibit F

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Exhibit G



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Exhibit H

A - EMITTER SCHEDULE FOR TREES, SHRUBS, GROUNDCOVERS AND ACCENTS

PLANT SIZE	TYPE OF EMITTER	NUMBER OF EMITTERS	GALLONS PER HOUR PER PLANT	
1 GALLON	SINGLE OR MULTI	4	4	
5 GALLON	SINGLE OR MULTI	4	4	TREES USE 2 GPH EMITTERS
15 GALLON	MULTI	6	12	SHRUBS USE 1 GPH EMITTERS
24" BOX	MULTI	6	12	CACTI/SUCCULENTS USE 1/2 GPH
30" BOX	MULTI	6	12	PALMS USE 1 GPM BUBBLERS
36" BOX	MULTI	6	12	
48" BOX	MULTI	6	12	

B - BUBBLER SCHEDULE FOR PALMS

TRUNK DIAMETER AT GRADE	NUMBER OF BUBBLERS
12 - 24"	2
25 - 32"	2
33 - 36"	2

C - CACTUS/SUCCELUENTS

USE SEPERATE VALVE FOR CACTUS AND SUCCULENTS TO HELP WITH ESTABLISHMENT

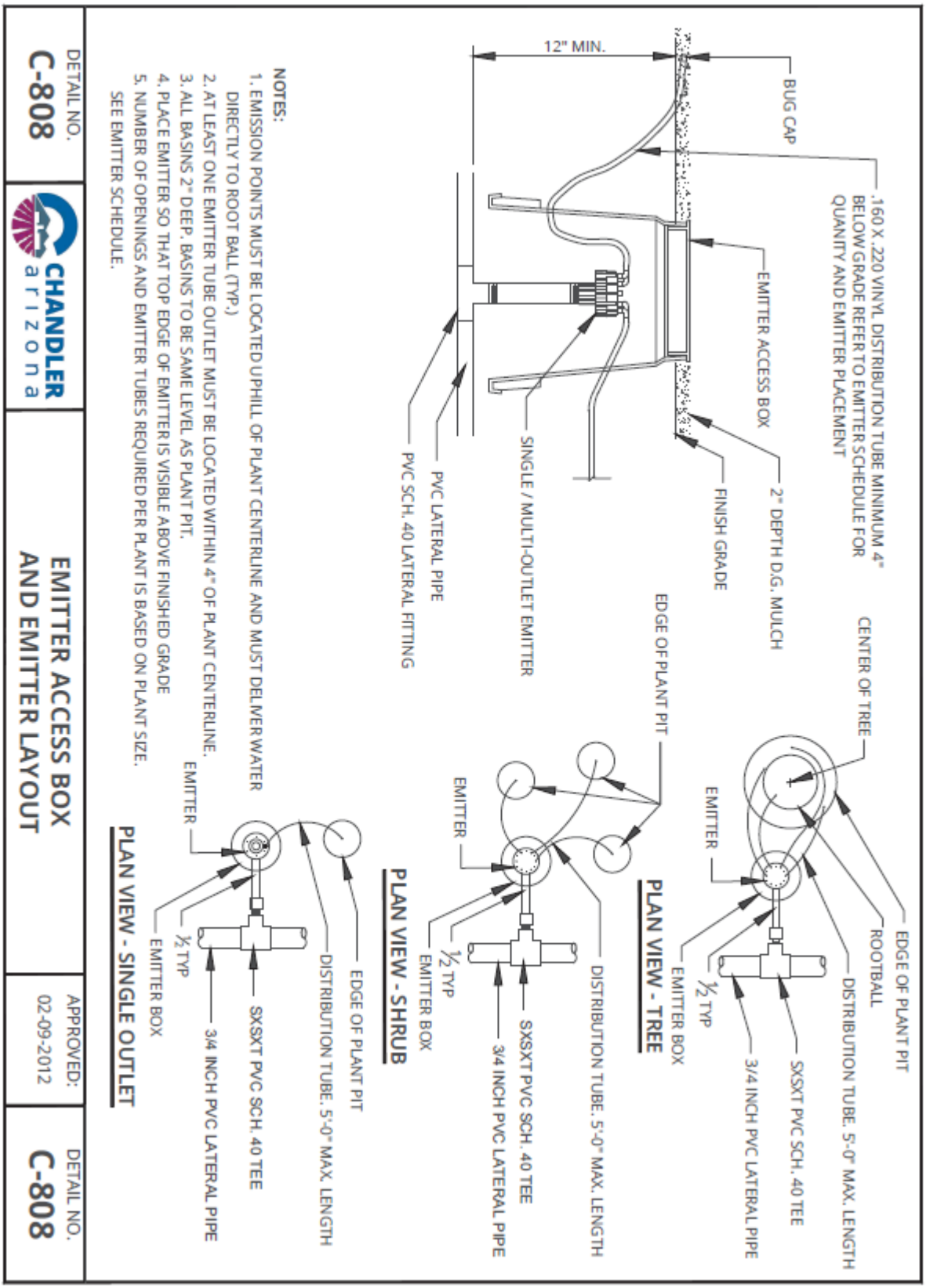
NOTES:

1. REFER TO EMITTER AND BUBBLEER DETAILS FOR SPECIFICATIONS AND LAYOUT INFORMATION.
2. ADJUST IRRIGATION OPERATING TIMES TO ACCOMMODATE PLANT MATURITY, SOIL TYPE, PLANT EXPOSURE AND SEASONAL REQUIREMENTS.
3. USE SEPERATE VALVE FOR TREES, SHRUBS, AND CACTUS.

DETAIL NO.	CHANDLER arizona	EMITTER-BUBBLER SCHEDULE	APPROVED:	DETAIL NO.

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Exhibit I



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City Clerk Document No. _____

City Council Meeting Date: September 12, 2024

CITY OF CHANDLER SERVICES AGREEMENT
SUPPLY AND INSTALL OF TREES
CITY OF CHANDLER AGREEMENT NO. CS4-958-4774

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and West Coast Arborists, Inc., an Arizona Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____, 2024 (Effective Date).

RECITALS

A. On or about June 20, 2024, the City issued a solicitation for the supply and install of trees. Under the solicitation, the City proposes to enter into four related agreements to supply and install trees in various amounts for the prices set forth in each supply and install of trees agreement. Although the amount and type of supply and installation of trees purchased by the City may vary, the total sum for all four supply and install of trees agreements must not exceed $767,000.

B. City proposes to purchase services to supply and install trees from Contractor as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

C. Contractor is ready, willing, and able to provide the goods or 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.

D. City desires to contract with the Contractor to provide these goods or services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona

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Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform in accordance with Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods 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 goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is three years, and begins on September 13, 2024, and ends on September 12, 2027 unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement through June 30, 2028. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION lV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees must not exceed a ceiling cap of $*350,000* which the Contractor exceeds at its own risk. In addition, the Contractor's unit prices and amounts may not exceed the amounts listed and described in Exhibit B for performance approved and accepted by the City under this Agreement. Contractor must submit requests for payment for goods or 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 associated costs, and any subcontractor's or supplier's actual requests for payment plus similar narrative, listing of their work and cost details. Goods or services negotiated as a not-to-exceed fee and/or unit price will be paid in accordance with the goods furnished or services completed during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted goods or services within 30 days of the City's receipt of the request for payment.

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

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

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

SECTION V: GENERAL CONDITIONS

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

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by

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the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor’s property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This

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indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify lndemnitee from and against any and all Claims, except those arising solely from lndemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against lndemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

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

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

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	For the Contractor
Name: Raquel McMahon	Name: Patrick Mahoney
Title: Procurement Officer	Title: President
Address: 175 S. Arizona Ave.	Address: 6528 W. Myrtle Ave.
Chandler, AZ 85225	Glendale, AZ 85301
Phone: 480-782-2400	Phone: 602-403-8455
Email: raquel.mcmahon@chandleraz.gov	Email: jmenzel@wcainc.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the

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written consent of the other party. In no event may any contractual relation be created between any third party and the City.

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

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

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

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

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

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Work. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City’s written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault

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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. Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance. Contractor must also adhere to the federal requirements detailed in Exhibit E to this Agreement.

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

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides goods or services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

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

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

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

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

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

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to

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which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

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

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

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

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

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

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

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

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

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

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

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

5.38 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:
Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

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Exhibit E – Special Terms and Conditions
Exhibit F – Tree Planting and Staking
Exhibit G – Remote Control Electric Valve Drip
Exhibit H – Emitter Bubbler Schedule
Exhibit I – Emitter Access Box and Emitter Layout

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

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

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

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

5.41 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

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

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

5.44 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

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5.45 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.46 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.47 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

5.48 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

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

5.50 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.51 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.52 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.53 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

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

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

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

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

FOR THE CITY

By: _____

Its: _____Mayor_____
Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

FOR THE CONTRACTOR

By: _____

Its: President

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

SCOPE OF SERVICES

Contractor will provide all labor, equipment, and materials to support tree planting and irrigation installation projects. As projects are identified, the city and the contractor will mutually agree on the scope, timeline, and fees. Projects will include, at a minimum:

1. Coordinating with the city and the site
2. Locate all utilities before planting by contacting Arizona 811
3. Selecting trees from a nursery and supplying trees to the site
4. Planting of trees or preparing planting holes for public involvement
5. Installing irrigation to adequately water trees
6. Provide staking, mulch, and any necessary tree care post-planting
7. Minimum of one (1) year warranty for all trees and irrigation

Minimum Requirements

The city has the right to select a species best suited to the planting location(s). When purchasing new trees, the Contractor shall notify the city and accommodate the schedule to allow hand selection of nursery stock. If the city waives their right to hand select nursery stock, the Contractor shall select trees of the specified species that meet AZNA standards and that are free of girdling roots, co-dominate trunks, unusual bends in the trunk, and the trunk flare must be visible. Contractor to provide ISA Certified Arborist to provide quality control of planting. The city may require a planting demonstration with the Contractor to ensure trees are properly installed. Utility location services (Arizona 811) shall be performed before any planting operations. Avoid conflicts with underground irrigation systems that were not located by the utility location services.

The Contractor will:

1. Perform all services in accordance with all applicable Federal, State, Local, ANSI and OSHA laws, ISA best management practices, rules and regulations and all other applicable regulations.
2. Hold a valid Hardscaping and Irrigation Systems CR-21 category license or approved equal as issued by the State of Arizona Registrar of Contractors or approved equal.
3. Provide an International Society of Arboriculture (ISA) Arborist to oversee the process of selecting trees from the nursery to proper planting of trees on the job site.
4. Have the ability to create landscape designs or plan sets in order to detail where irrigation and trees are installed.
5. Perform a pre-job walkthrough to discuss the scope of the project at each site to determine irrigation needs, tree planting locations, and review any unique characteristics of the site. A walk through will be performed at the end of one project site and a punch list of deficient items will be created that the Contractor must complete prior to payment.
6. Be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services.

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7. Provide the labor, equipment, and materials necessary to perform all requirements of projects.
8. Provide appropriately trained and licensed personnel to perform services.
9. Have the ability to purchase trees from multiple local tree nurseries that hold a substantial inventory of the category of plants regularly stocked.
10. Supply trees in full compliance with all U.S. Department of Agriculture and State of Arizona regulations, as applicable to the transporting of plants into the State of Arizona.
11. Supply trees that are disease-free and free of any harmful pests.
12. Supply trees that are container grown or from field grown stock that follow Arizona Nursery Association standards.
13. Plant trees according to ANSI A300 Tree Care Standards and City of Chandler Landscaping Details (see Exhibit F)
14. Install irrigation to City of Chandler specifications (see Exhibits G-I) and Maricopa Association of Government Section 440 "Landscape Irrigation". Irrigation installation may include, but not limited to, from the backflow device down to emitters such as main lines, valves, lateral lines, multiport, bubblers, and drip tubes. All materials must be approved by the city to ensure preferred make and models are used.
15. Adhere to the City of Chandler Traffic Management control plans and Manual on Uniform Traffic Control Devices for work along any right of ways and complete the required Road Restrictions and Closures Permit. The Contractor is responsible for furnishing all required temporary traffic control devices (i.e. signs, barricades, cones, etc.) for any planned restrictions to facilitate the work under this agreement. All costs for temporary traffic control used for any work under this agreement shall be included in the bid price.
16. Warranty all tree and irrigation components for a minimum of one (1) year from the date of acceptance. Trees will be replaced during the months of October – April at no cost to the city.
17. Adhere to all stipulations of the USDA Forest Service Urban and Community Forestry Inflation Reduction Act as a contractor under this grant funding. Items may include itemized invoices, detailed reports, timely submission of invoices, and meeting other needs from the city to keep in compliance with federal regulations. The term of the grant agreement commences on June 30, 2028. All final invoices and reports shall be submitted to the City no later than May 31, 2028 for final payments.
18. *QUALITY CONTROL***.** CONTRACTOR shall establish a complete quality control program to assure the requirements of the contract are provided as specified. One copy of the CONTRACTOR's quality control program shall be provided to the Contract Administrator/designee and the Purchasing Division for approval at the time of award. The Contract Administrator/designee will approve or disapprove the CONTRACTOR's program within 10 working days of submittal. CONTRACTOR *must* have an approved program before commencing work under this Agreement. The program shall include but not be limited to the following:

    1. Weekly Schedule of Performance

    2. Daily Work Schedule: This report will provide such information so as to ensure compliance of quality control standards. The Contract Administrator/designee will provide the preferred format that CONTRACTOR should use. CONTRACTOR shall submit the Daily Work Schedule on a weekly basis. Any vandalism shall be reported to the Contract Administrator/designee within two (2) hours after it is discovered and a vandalism report form submitted.

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3. CONTRACTOR will be required to provide a schedule for weekly maintenance of all areas to the Contract Administrator/designee the Friday before the scheduled work week, specifying when each area will be maintained and no changes to the schedule shall be made without prior approval of the Contract Administrator/designee.

19. *QUALITY ASSURANCE*. The Contract Administrator/designee will monitor CONTRACTOR's performance by random inspection of CITY landscaped areas to ensure CONTRACTOR compliance with the requirements of the contract. In the event a deficiency exists, CONTRACTOR will be required to explain in writing why performance was unacceptable, how performance will be returned to acceptable levels, and how reoccurrence of the problem will be prevented in the future. The CONTRACTOR *will not* be paid for services not rendered in accordance with the standards set forth in this contract, notwithstanding that the CONTRACTOR is required to rework services that were unsatisfactorily performed.
20. *PROTECTION OF THE PUBLIC AND DAMAGES TO EXISTING STRUCTURES*. The Contractor is aware that a significant portion of the projects will occur in parks and residential areas. The Contractor shall exercise due care to minimize any damages to fences, trees, shrubs, landscaping, citizens, and general property. All fines, penalties, and/or repair charges resulting from the Contractor's actions shall be the sole responsibility of the Contractor at no cost to the City. The Contractor shall notify the Contract Administrator/designee of any damages immediately. The Contractor shall not permit the placing or use of equipment in such a manner as to block vehicle traffic lanes, sidewalks or create safety hazards. The Contractor shall be responsible for all appropriate warning devices.
21. *LIQUIDATED DAMAGES / PERFORMANCE GUARANTEES*: The CITY expects that the landscape, turf, and hardscape areas where work was performed by the Contractor be restored back to its natural state. If tasks are omitted or not completed to the satisfaction of the Contract Administrator/designee, public safety, as well as the appearance of the City parks, School properties, and other site areas, are compromised. Once the issue has been corrected by the Contractor, an email and a picture must be sent to the Contract Administrator/designee.

The Contractor and the City agree upon the following schedule of liquidated damages to be deducted from any monies due or to become due to the Contractor under this Agreement. These sums are fixed and agreed upon, not as a penalty, but because the parties mutually agree that the actual loss to the City and to the public caused by the omission of work or substandard performance is impractical and extremely difficult to ascertain.

SITUATION	**DEDUCT AMOUNT**
Failure to correct deficiencies within the allowed time	$50 per site per day
Failure to start “extra work” within the allowed time or on the day agreed or withdrawing from the job prior to completion without authorization from CITY.	$50 per site per day
Failure to start and satisfactorily complete routine work within the scheduling requirements	$25 per site per day
Failure to submit schedules and /or work plans.	$25 per site per day
Failure to submit itemized invoices and required reports within 30 days of completion of work	$25 per site per day
Failure to wear a uniform bearing CONTRACTOR’s name and/or bear individual photo ID	$25 per occurrence

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22. **PERSONNEL AND EQUIPMENT**

The Contractor will:

1. Establish one primary point of contact for the city's projects.
2. Provide a field supervisor accessible to the city for each project.
3. Provide its staff with uniforms bearing the Contractor's name to be worn while working on city projects.
4. Provide and maintain equipment sufficient in number, condition and capacity to efficiently perform the work.
5. Maintain equipment in good repair and appearance.
6. Clearly identify vehicles with the name of the company.
7. Provide an ISA certified arborist to oversee the selection of trees to meet ANA standards and follow ISA BMPs for planting trees.

23. **HOLIDAYS:** The following is a list of holidays on which service will not be performed:

1. New Year's Eve Night
2. New Year's Day – January 1
3. Martin Luther King Day – Third Monday in January
4. President's Day – Third Monday in February
5. Memorial Day – Last Monday in May
6. Juneteenth – June 19
7. Independence Day – July 4
8. Labor Day – First Monday in September
9. Veteran's Day – November 11
10. Thanksgiving Holiday – Fourth Thursday and the following Friday in November
11. Christmas Eve from 12:00 Noon – December 24
12. Christmas Day – December 25

When a holiday named herein falls on Sunday, it shall be observed on the following Monday, and when a holiday named herein falls on Saturday, it shall be observed on the preceding Friday.

During the week of a holiday, the Contractor shall adjust their weekly schedule to return to the normal weekly schedule the following week. This information is for reference only as a reminder that the work still needs to be completed during the holiday week. The Contractor may work on City holidays at his or her own discretion with the approval of the Contract Administrator/designee.

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EXHIBIT B TO AGREEMENT
PRICING

Pricing Sheet	Unit Pricing
A. **Tree Planting* (15 gallon)**	$ 265.00 /tree
B. **Tree Planting* (24" box)**	$ 450.00 /tree
C. **Tree Planting* (36" box)**	$ 1,250.00 /tree
D. **Irrigation Supplies (cost plus)**	15 %
E. **Irrigation Technician Labor**	$ 95.00 /man hour
F. **General Labor (prepping holes, assistance with volunteers, etc.)**	$ 95.00 /man hour
G. **Bobcat Operator**	$ 125.00 /man hour
H. **Other Specialty Labor Rate (tasks requiring special certifications or technicians)**	$ 95.00 /man hour
I. **Woody Mulch Install**	$ 190.00 /cubic yard
J. **Decomposed Granite Install**	$ 190.00 /ton
K. **Other (specify):** _____	$_____/_____
L. **Other (specify):** _____	$_____/_____

*Pricing to include purchase of tree, transport to site, labor time, run drip tube to tree where multiport exists, tree staking and strap material, arborist oversight, warranty, and planting of tree.

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EXHIBIT C TO AGREEMENT
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

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

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form*. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each

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occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

D. *Builders' Risk/Installation Floater Insurance.* The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.

1. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and Contractors' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.
2. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or

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testing requirements in the performance of this Contract/Agreement. The Contractor will be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor's Builders' Risk/Installation Floater insurance described herein.

3. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.
   a. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.
   b. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.
   c. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.
   d. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Contract/Agreement, waived against the City, its officers, officials, agents and employees.
   e. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

1. The Contractor's insurance must contain broad form contractual liability coverage.
2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

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5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured*. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

WORK IN CITY RIGHT-OF-WAY

Work within the City's Right-of-Way. All work performed within the City's Right-of-Way by the Contractor and his/her subcontractors must comply with the City of Chandler requirements

ACCESS TO SECURED FACILITIES

Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker shall not be allowed to begin work in any City facility without: (A) The prior completion and the City's acceptance of the required background screening; and (B) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to the City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Contractor for each key issued.

Stolen or Lost Badges or Keys. Contractor shall report lost or stolen badges or keys to the City immediately. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.

Return of Badges or Keys. All badges and keys are the property of the City and must be returned to the City within one business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

Contractor's default under this Section shall include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (5) Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three business days from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this Section shall constitute a breach of

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this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be liable for and shall pay to the City the sum of $1,000.00 for each breach by Contractor of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that Contractor breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages in the event that Contractor breaches this Section. The parties further agree that three breaches by Contractor of this Section arising out of any default within a consecutive period of three months or three breaches by Contractor of this Section arising out of the same default within a period of 12 consecutive months shall constitute a material breach of this Agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

1. **Contractor and Subcontractor Worker Background Screening**. Contractor agrees that all contract workers and subcontractors (collectively "Contract Worker(s)") that Contractor furnishes to City under this Agreement will be subject to background and security checks and screening as set forth in this Section (collectively "Background Screening") at Contractor's sole cost and expense. As part of the Background Screening, Contractor must provide to a person designated by the City the name(s), address(es), and phone number(s) of all Contract Workers who will provide any services under this Agreement. All Contract Workers must comply with these Background Screening requirements. All Contract Workers must be able to provide proof of the legal right to work in the United States. The Background Screening provided by Contractor must comply with all applicable laws, rules, and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Agreement or Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers must take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing services under this Agreement.

2. **Background Screening Requirements and Criteria**. Before offering or scheduling any services under this Agreement, Contractor agrees that all Contract Workers, including the Contractor, if the Contractor is an individual or sole proprietorship, must have successfully passed a Background Screening in accordance with this Section. Contractor warrants that no person will be permitted to substitute for a Contract Worker who has satisfied the Background Screening requirements until the proposed substitute has also satisfied the Background Screening requirements in this Section. For review and approval, Contractor must submit to a person designated by the City proof of a completed Background Screening for each Contract Worker over the age of 18 performing services under this Agreement no fewer than two (2) weeks before the proposed start date of such Contract Worker's services. The Background Screening must have been completed within the 12-month period preceding the Contract Worker's start date under this Agreement and must include the results of a national criminal databased check with source verification, and a sex offender database search.

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3. **Additional City Rights Regarding Security Inquiries**. In addition to the foregoing, City reserves the rights but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Agreement.

4. **Contractor Certification**. By executing this Agreement, Contractor certifies that Contractor has read and understands the Background Screening requirements and criteria in this Section and will fully comply with such requirements. Contractor further certifies that any Background Screening information to be furnished to City related to Contractor or its Contract Workers will be complete, current, and accurate. A Contract Worker rejected for work under this Agreement will not be proposed to perform work under other City contracts or engagements without City's prior written approval.

5. **Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts**. Contractor must include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

6. **Materiality of Background Screening Requirements: Indemnity**. The Background Screening requirements of this Section are material to City's entry into this Agreement and any breach of this Section by Contractor will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this Agreement, Contractor must defend, indemnify, and hold harmless City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or City for failure to satisfy this Section.

7. **Continuing Duty, Audit**. Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section will continue throughout the entire term of this Agreement. Contractor must notify City immediately of any change to a Background Screening of a Contract Worker previously accepted by City. Contractor must maintain all records and documents related to all Background Screenings and City reserves the right to audit Contractor's compliance with this Section under the terms of this Agreement.

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EXHIBIT E
SPECIAL TERMS AND CONDITIONS

BYRD ANTI-LOBBYING CERTIFICATION (31 U.S.C. 1352):

In all contracts in excess of $100,000 the Contractor hereby certifies, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
b. Each Contractor tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization or influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
c. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Such disclosures are forwarded from tier to tier up to the non-Federal award.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.

Applicable to all contracts in excess of $150,000. The Contractor will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the City, the U.S. Department of Housing and Urban Development, and the San Francisco Regional Office of the Environmental Protection Agency (EPA).

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
b. Affirmative steps must include:
    1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
    3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
    4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
    5. Using the services and assistance, as appropriate, of such organizations as the Small Business

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Administration and the Minority Business Development Agency of the Department of Commerce; and

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).
The Contractor will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic pay rate for all hours worked in excess of 40 hours in the work week. The provisions of 40 U.S.C. 3704 are applicable to construction and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
The Contractor will comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Contractor must have an active registration and Unique Entity Identifier in SAM in accordance with 2 CFR part 25, including appendix A. The Contractor will also comply with the provisions of FFATA which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).
A contract award must not be made to parties listed on the government wide Excluded Parties List System (EPLS) in SAM, in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The EPLS in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The City may, by written notice to the Contractor, immediately terminate this Contract if the City determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor must immediately notify the City. Contractors must not make any award or permit any award (sub-recipient or vendor) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

The Contractor certifies to the best of its knowledge and belief, that is and its sub-contractors:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment

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rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

PREFERENCE FOR DOMESTIC PROCUREMENT.

Pursuant to 2 C.F.R. 200.322, to the greatest extent practicable, Contractor will purchase, acquire, or use goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products).

PROCUREMENT OF RECOVERED MATERIALS.

a. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor must procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable time period; (2) fail to meet reasonable performance standards, which will be determined the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item, or (3) are only available at an unreasonable price.
b. Paragraph (a) of this clause will apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT.

Contractor is prohibited from obligating or expending funds to (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract to procure or obtain equipment, services or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and such other entities described in 2 C.F.R. 200.216.

TERMINATION for Default and for CONVENIENCE:

(a) The City may terminate this contract in whole, or from time to time in part, for the City's convenience or the failure of the Contractor to fulfill the contract obligations (default). The City will

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terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor must: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the City, the City will be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the City may (1) require Contractor to deliver to it, in the manner and to the extent directed by the City, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor will be liable for any additional cost incurred by the City; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the City by the Contractor. In the event of termination for cause/default, the City will be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute will be decided by the Contracting Officer.

COMPLIANCE WITH LAWS.

The Contractor shall comply with applicable requirements of all other federal laws, executive orders, regulations, and public policies governing federally assisted contract including, but not limited to:

(a) National Environmental Policy Act of 1969, as amended, 42 U.S.C. § 4321 et seq.;
(b) Civil Actions for False Claims Act, 31 U.S.C. § 3730;
(c) False Claims Act, 31 U.S.C. § 3729, 18 U.S.C. §§ 287 and 1001;
(d) Program Fraud and Civil Remedies Act, 31 U.S.C. § 3801 et seq.;
(e) Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.;
(f) Title VIII of the Civil Rights Act of 1968, 42 U.S.C. § 3601 et seq.;
(g) Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794; and.
(h) Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq.

PROHIBITION ON HUMAN TRAFFICKING.

The Contractor shall comply with Section 106 of the Victims of Trafficking and Violence Protection Act of 2000 and shall not:

a. engage in severe forms of trafficking in persons;
b. procure a commercial sex act; or
c. use forced labor in the performance of the Contract.

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV 2023):

a. This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 and FAR 3.900 through 3.905.

b. The Contractor must inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section FAR 3.900 through 3.905.

c. The Contractor will insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold

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DISCLOSURE OF LOBBYING ACTIVITIES

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Organization: West Coast Arborists, Inc.

Street address: 6528 W. Myrtle Avenue

City, State, Zip: Glendale, AZ 85301

Patrick Mahoney
CERTIFIED BY: (type or print)

President
TITLE:


(signature)

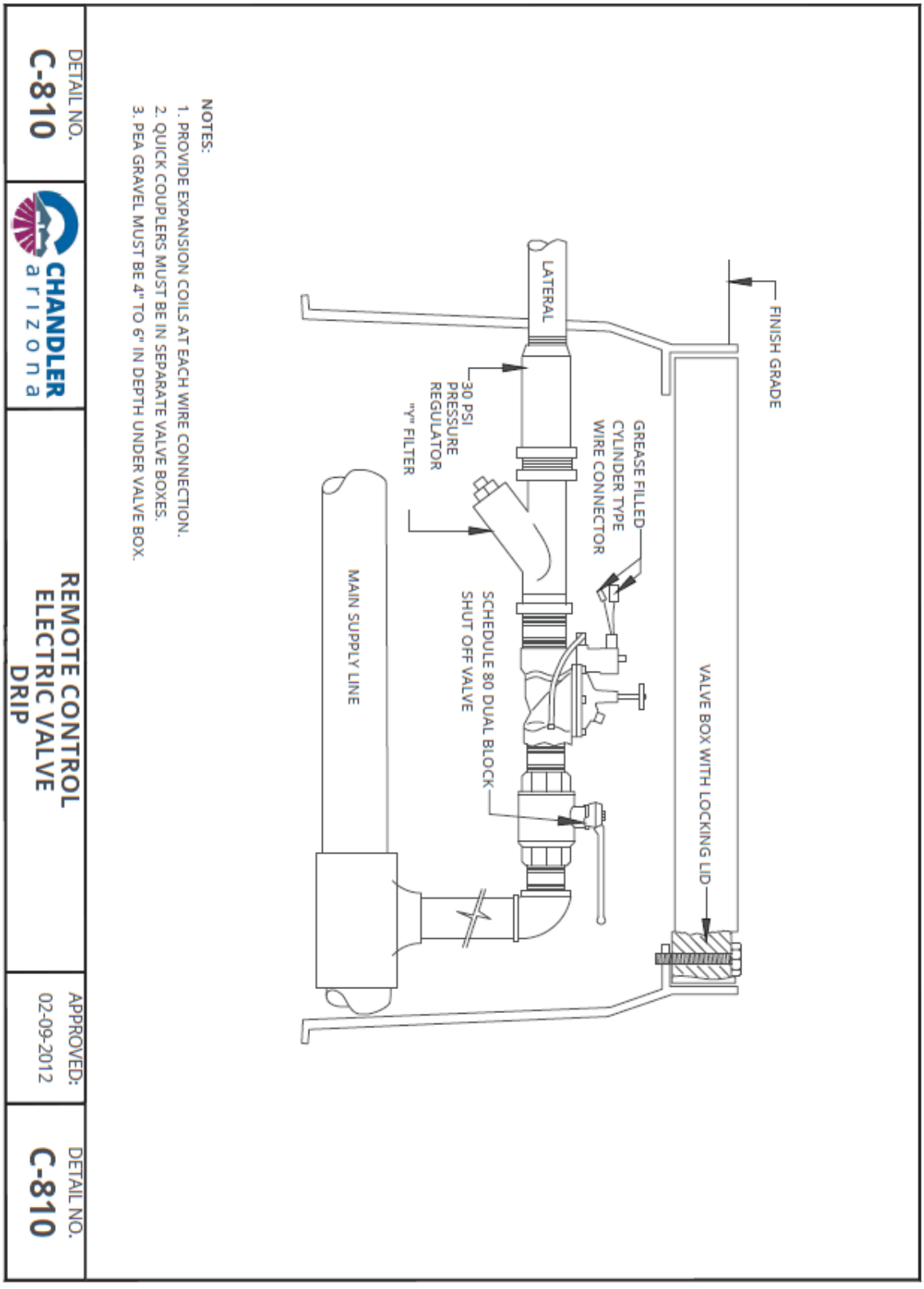
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Exhibit F

Docusign Envelope ID: C08B4FB4-97C4-4BE2-99F8-F88AD262A6A0

Exhibit G



Docusign Envelope ID: C08B4FB4-97C4-4BE2-99F8-F88AD262A6A0

Exhibit H

A - EMITTER SCHEDULE FOR TREES, SHRUBS, GROUNDCOVERS AND ACCENTS

PLANT SIZE	TYPE OF EMITTER	NUMBER OF EMITTERS	GALLONS PER HOUR PER PLANT	
1 GALLON	SINGLE OR MULTI	4	4	
5 GALLON	SINGLE OR MULTI	4	4	TREES USE 2 GPH EMITTERS
15 GALLON	MULTI	6	12	SHRUBS USE 1 GPH EMITTERS
24" BOX	MULTI	6	12	CACTI/SUCCULENTS USE 1/2 GPH
30" BOX	MULTI	6	12	PALMS USE 1 GPM BUBBLERS
36" BOX	MULTI	6	12	
48" BOX	MULTI	6	12	

B - BUBBLER SCHEDULE FOR PALMS

TRUNK DIAMETER AT GRADE	NUMBER OF BUBBLERS
12 - 24"	2
25 - 32"	2
33 - 36"	2

C - CACTUS/SUCCELUENTS

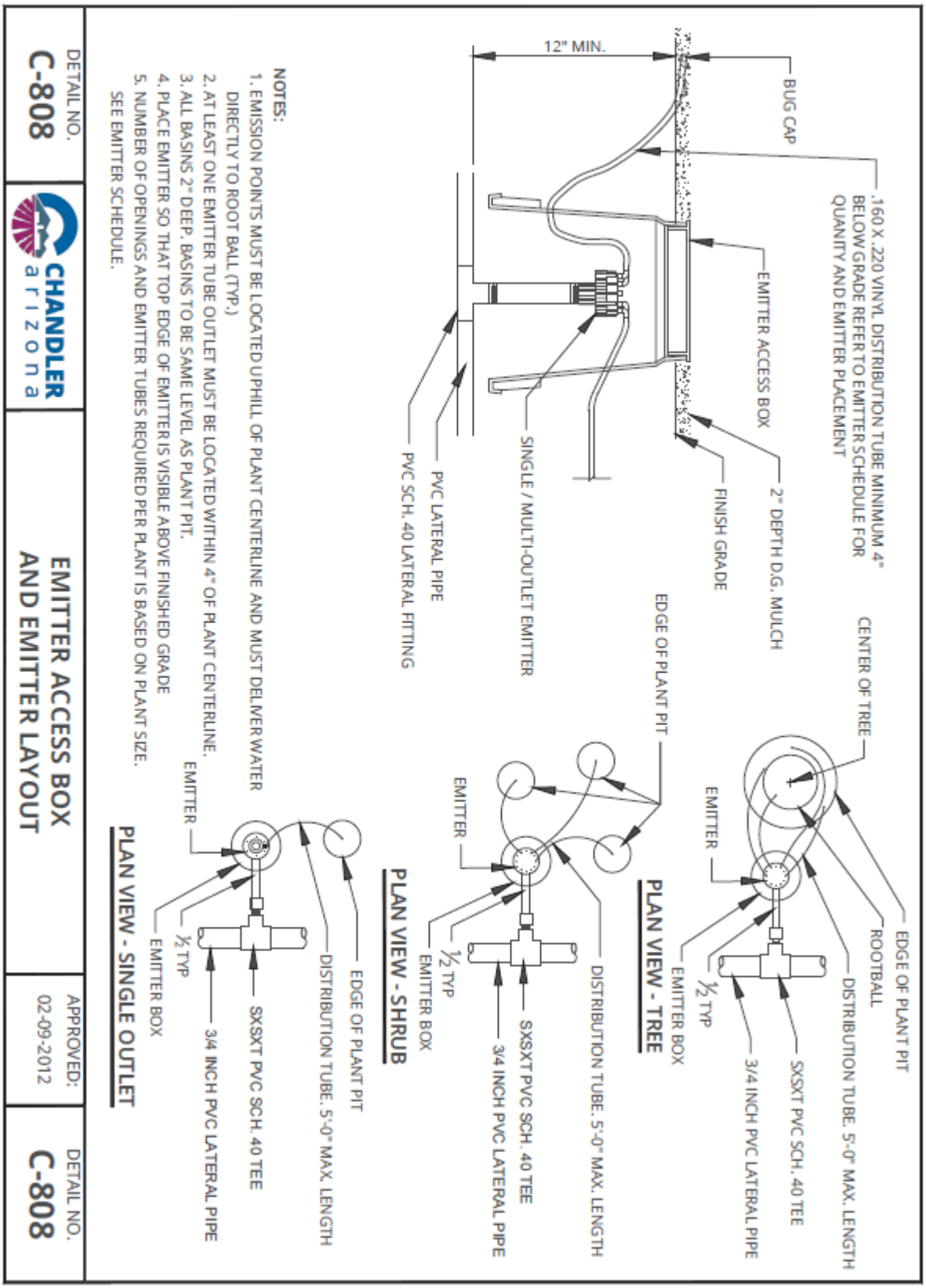
USE SEPERATE VALVE FOR CACTUS AND SUCCULENTS TO HELP WITH ESTABLISHMENT

NOTES:

1. REFER TO EMITTER AND BUBBLEER DETAILS FOR SPECIFICATIONS AND LAYOUT INFORMATION.
2. ADJUST IRRIGATION OPERATING TIMES TO ACCOMMODATE PLANT MATURITY, SOIL TYPE, PLANT EXPOSURE AND SEASONAL REQUIREMENTS.
3. USE SEPERATE VALVE FOR TREES, SHRUBS, AND CACTUS.

DETAIL NO.	CHANDLER arizona	EMITTER-BUBBLER SCHEDULE	APPROVED:	DETAIL NO.

Exhibit I


12" MIN.
BUG CAP
.160 X .220 VINYL DISTRIBUTION TUBE MINIMUM 4" BELOW GRADE REFER TO EMITTER SCHEDULE FOR QUANITY AND EMITTER PLACEMENT
EMITTER ACCESS BOX
2" DEPTH D.G. MULCH
FINISH GRADE
SINGLE / MULTI-OUTLET EMITTER
PVC LATERAL PIPE
PVC SCH. 40 LATERAL FITTING
EDGE OF PLANT PIT
CENTER OF TREE
EDGE OF PLANT PIT
ROOTBALL
DISTRIBUTION TUBE. 5'-0" MAX. LENGTH
SXSXT PVC SCH. 40 TEE
3/4 INCH PVC LATERAL PIPE
½ TYP
EMITTER BOX
EMITTER
PLAN VIEW - TREE
DISTRIBUTION TUBE. 5'-0" MAX. LENGTH
SXSXT PVC SCH. 40 TEE
3/4 INCH PVC LATERAL PIPE
½ TYP
EMITTER BOX
EMITTER
PLAN VIEW - SHRUB
EDGE OF PLANT PIT
DISTRIBUTION TUBE. 5'-0" MAX. LENGTH
SXSXT PVC SCH. 40 TEE
3/4 INCH PVC LATERAL PIPE
½ TYP
EMITTER BOX
EMITTER
PLAN VIEW - SINGLE OUTLET
NOTES:
1. EMISSION POINTS MUST BE LOCATED UPHILL OF PLANT CENTERLINE AND MUST DELIVER WATER DIRECTLY TO ROOT BALL (TYP.)
2. AT LEAST ONE EMITTER TUBE OUTLET MUST BE LOCATED WITHIN 4" OF PLANT CENTERLINE.
3. ALL BASINS 2" DEEP. BASINS TO BE SAME LEVEL AS PLANT PIT.
4. PLACE EMITTER SO THAT TOP EDGE OF EMITTER IS VISIBLE ABOVE FINISHED GRADE
5. NUMBER OF OPENINGS AND EMITTER TUBES REQUIRED PER PLANT IS BASED ON PLANT SIZE. SEE EMITTER SCHEDULE.
DETAIL NO.
C-808
CHANDLER arizona
EMITTER ACCESS BOX AND EMITTER LAYOUT
APPROVED:
02-09-2012
DETAIL NO.
C-808

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City Clerk Document No. _____

City Council Meeting Date: September 12, 2024

CITY OF CHANDLER SERVICES AGREEMENT
SUPPLY AND INSTALL OF TREES
CITY OF CHANDLER AGREEMENT NO. CS4-958-4774

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Artistic Land Management, Inc., an Arizona Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____ _____, 2024 (Effective Date).

RECITALS

A. On or about June 20, 2024, the City issued a solicitation for the supply and install of trees. Under the solicitation, the City proposes to enter into four related agreements to supply and install trees in various amounts for the prices set forth in each supply and install of trees agreement. Although the amount and type of supply and installation of trees purchased by the City may vary, the total sum for all four supply and install of trees agreements must not exceed $767,000.

B. City proposes to purchase services to supply and install trees from Contractor as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

C. Contractor is ready, willing, and able to provide the goods or 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.

D. City desires to contract with the Contractor to provide these goods or services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona

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Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform in accordance with Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods 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 goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is three years, and begins on September 13, 2024, and ends on September 12, 2027 unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement through June 30, 2028. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION lV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees must not exceed a ceiling cap of $*350,000* which the Contractor exceeds at its own risk. In addition, the Contractor's unit prices and amounts may not exceed the amounts listed and described in Exhibit B for performance approved and accepted by the City under this Agreement. Contractor must submit requests for payment for goods or 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 associated costs, and any subcontractor's or supplier's actual requests for payment plus similar narrative, listing of their work and cost details. Goods or services negotiated as a not-to-exceed fee and/or unit price will be paid in accordance with the goods furnished or services completed during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted goods or services within 30 days of the City's receipt of the request for payment.

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

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

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

SECTION V: GENERAL CONDITIONS

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

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by

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the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor’s property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This

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indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify lndemnitee from and against any and all Claims, except those arising solely from lndemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against lndemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

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

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

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	For the Contractor
Name: Raquel McMahon	Name: Jose Hernandez
Title: Procurement Officer	Title: President
Address: 175 S. Arizona Ave.	Address: P.O. Box 2320
Chandler, AZ 85225	Chandler, AZ 85244
Phone: 480-782-2400	Phone: 480-821-4966
Email: raquel.mcmahon@chandleraz.gov	Email: jose@alminc.net

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the

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written consent of the other party. In no event may any contractual relation be created between any third party and the City.

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

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

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

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

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

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Work. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City’s written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault

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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. Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance. Contractor must also adhere to the federal requirements detailed in Exhibit E to this Agreement.

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

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides goods or services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

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

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

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

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

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

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to

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which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

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

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

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

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

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

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

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

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

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

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

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

5.38 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:
Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

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Exhibit E – Special Terms and Conditions
Exhibit F – Tree Planting and Staking
Exhibit G – Remote Control Electric Valve Drip
Exhibit H – Emitter Bubbler Schedule
Exhibit I – Emitter Access Box and Emitter Layout

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

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

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

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

5.41 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

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

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

5.44 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

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5.45 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.46 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.47 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

5.48 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

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

5.50 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.51 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.52 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.53 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

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

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

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

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

FOR THE CITY

By: _____

Its: _____Mayor_____
Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

FOR THE CONTRACTOR

By: Jose Hernandez

Its: president

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

SCOPE OF SERVICES

Contractor will provide all labor, equipment, and materials to support tree planting and irrigation installation projects. As projects are identified, the city and the contractor will mutually agree on the scope, timeline, and fees. Projects will include, at a minimum:

1. Coordinating with the city and the site
2. Locate all utilities before planting by contacting Arizona 811
3. Selecting trees from a nursery and supplying trees to the site
4. Planting of trees or preparing planting holes for public involvement
5. Installing irrigation to adequately water trees
6. Provide staking, mulch, and any necessary tree care post-planting
7. Minimum of one (1) year warranty for all trees and irrigation

Minimum Requirements

The city has the right to select a species best suited to the planting location(s). When purchasing new trees, the Contractor shall notify the city and accommodate the schedule to allow hand selection of nursery stock. If the city waives their right to hand select nursery stock, the Contractor shall select trees of the specified species that meet AZNA standards and that are free of girdling roots, co-dominate trunks, unusual bends in the trunk, and the trunk flare must be visible. Contractor to provide ISA Certified Arborist to provide quality control of planting. The city may require a planting demonstration with the Contractor to ensure trees are properly installed. Utility location services (Arizona 811) shall be performed before any planting operations. Avoid conflicts with underground irrigation systems that were not located by the utility location services.

The Contractor will:

1. Perform all services in accordance with all applicable Federal, State, Local, ANSI and OSHA laws, ISA best management practices, rules and regulations and all other applicable regulations.
2. Hold a valid Hardscaping and Irrigation Systems CR-21 category license or approved equal as issued by the State of Arizona Registrar of Contractors or approved equal.
3. Provide an International Society of Arboriculture (ISA) Arborist to oversee the process of selecting trees from the nursery to proper planting of trees on the job site.
4. Have the ability to create landscape designs or plan sets in order to detail where irrigation and trees are installed.
5. Perform a pre-job walkthrough to discuss the scope of the project at each site to determine irrigation needs, tree planting locations, and review any unique characteristics of the site. A walk through will be performed at the end of one project site and a punch list of deficient items will be created that the Contractor must complete prior to payment.
6. Be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services.
7. Provide the labor, equipment, and materials necessary to perform all requirements of projects.
8. Provide appropriately trained and licensed personnel to perform services.

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9. Have the ability to purchase trees from multiple local tree nurseries that hold a substantial inventory of the category of plants regularly stocked.
10. Supply trees in full compliance with all U.S. Department of Agriculture and State of Arizona regulations, as applicable to the transporting of plants into the State of Arizona.
11. Supply trees that are disease-free and free of any harmful pests.
12. Supply trees that are container grown or from field grown stock that follow Arizona Nursery Association standards.
13. Plant trees according to ANSI A300 Tree Care Standards and City of Chandler Landscaping Details (see Exhibit F)
14. Install irrigation to City of Chandler specifications (see Exhibits G-I) and Maricopa Association of Government Section 440 "Landscape Irrigation". Irrigation installation may include, but not limited to, from the backflow device down to emitters such as main lines, valves, lateral lines, multiport, bubblers, and drip tubes. All materials must be approved by the city to ensure preferred make and models are used.
15. Adhere to the City of Chandler Traffic Management control plans and Manual on Uniform Traffic Control Devices for work along any right of ways and complete the required Road Restrictions and Closures Permit. The Contractor is responsible for furnishing all required temporary traffic control devices (i.e. signs, barricades, cones, etc.) for any planned restrictions to facilitate the work under this agreement. All costs for temporary traffic control used for any work under this agreement shall be included in the bid price.
16. Warranty all tree and irrigation components for a minimum of one (1) year from the date of acceptance. Trees will be replaced during the months of October – April at no cost to the city.
17. Adhere to all stipulations of the USDA Forest Service Urban and Community Forestry Inflation Reduction Act as a contractor under this grant funding. Items may include itemized invoices, detailed reports, timely submission of invoices, and meeting other needs from the city to keep in compliance with federal regulations. The term of the grant agreement commences on June 30, 2028. All final invoices and reports shall be submitted to the City no later than May 31, 2028 for final payments.
18. *QUALITY CONTROL***.** CONTRACTOR shall establish a complete quality control program to assure the requirements of the contract are provided as specified. One copy of the CONTRACTOR's quality control program shall be provided to the Contract Administrator/designee and the Purchasing Division for approval at the time of award. The Contract Administrator/designee will approve or disapprove the CONTRACTOR's program within 10 working days of submittal. CONTRACTOR *must* have an approved program before commencing work under this Agreement. The program shall include but not be limited to the following:

    1. Weekly Schedule of Performance

    2. Daily Work Schedule: This report will provide such information so as to ensure compliance of quality control standards. The Contract Administrator/designee will provide the preferred format that CONTRACTOR should use. CONTRACTOR shall submit the Daily Work Schedule on a weekly basis. Any vandalism shall be reported to the Contract Administrator/designee within two (2) hours after it is discovered and a vandalism report form submitted.

    3. CONTRACTOR will be required to provide a schedule for weekly maintenance of all areas to the Contract Administrator/designee the Friday before the scheduled work week, specifying when each

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area will be maintained and no changes to the schedule shall be made without prior approval of the Contract Administrator/designee.

19. *QUALITY ASSURANCE*. The Contract Administrator/designee will monitor CONTRACTOR's performance by random inspection of CITY landscaped areas to ensure CONTRACTOR compliance with the requirements of the contract. In the event a deficiency exists, CONTRACTOR will be required to explain in writing why performance was unacceptable, how performance will be returned to acceptable levels, and how reoccurrence of the problem will be prevented in the future. The CONTRACTOR *will not* be paid for services not rendered in accordance with the standards set forth in this contract, notwithstanding that the CONTRACTOR is required to rework services that were unsatisfactorily performed.
20. *PROTECTION OF THE PUBLIC AND DAMAGES TO EXISTING STRUCTURES*. The Contractor is aware that a significant portion of the projects will occur in parks and residential areas. The Contractor shall exercise due care to minimize any damages to fences, trees, shrubs, landscaping, citizens, and general property. All fines, penalties, and/or repair charges resulting from the Contractor's actions shall be the sole responsibility of the Contractor at no cost to the City. The Contractor shall notify the Contract Administrator/designee of any damages immediately. The Contractor shall not permit the placing or use of equipment in such a manner as to block vehicle traffic lanes, sidewalks or create safety hazards. The Contractor shall be responsible for all appropriate warning devices.
21. *LIQUIDATED DAMAGES / PERFORMANCE GUARANTEES*: The CITY expects that the landscape, turf, and hardscape areas where work was performed by the Contractor be restored back to its natural state. If tasks are omitted or not completed to the satisfaction of the Contract Administrator/designee, public safety, as well as the appearance of the City parks, School properties, and other site areas, are compromised. Once the issue has been corrected by the Contractor, an email and a picture must be sent to the Contract Administrator/designee.

The Contractor and the City agree upon the following schedule of liquidated damages to be deducted from any monies due or to become due to the Contractor under this Agreement. These sums are fixed and agreed upon, not as a penalty, but because the parties mutually agree that the actual loss to the City and to the public caused by the omission of work or substandard performance is impractical and extremely difficult to ascertain.

SITUATION	**DEDUCT AMOUNT**
Failure to correct deficiencies within the allowed time	$50 per site per day
Failure to start "extra work" within the allowed time or on the day agreed or withdrawing from the job prior to completion without authorization from CITY.	$50 per site per day
Failure to start and satisfactorily complete routine work within the scheduling requirements	$25 per site per day
Failure to submit schedules and /or work plans.	$25 per site per day
Failure to submit itemized invoices and required reports within 30 days of completion of work	$25 per site per day
Failure to wear a uniform bearing CONTRACTOR's name and/or bear individual photo ID	$25 per occurrence

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22. **PERSONNEL AND EQUIPMENT**

The Contractor will:

1. Establish one primary point of contact for the city's projects.
2. Provide a field supervisor accessible to the city for each project.
3. Provide its staff with uniforms bearing the Contractor's name to be worn while working on city projects.
4. Provide and maintain equipment sufficient in number, condition and capacity to efficiently perform the work.
5. Maintain equipment in good repair and appearance.
6. Clearly identify vehicles with the name of the company.
7. Provide an ISA certified arborist to oversee the selection of trees to meet ANA standards and follow ISA BMPs for planting trees.

23. **HOLIDAYS:** The following is a list of holidays on which service will not be performed:

1. New Year's Eve Night
2. New Year's Day – January 1
3. Martin Luther King Day – Third Monday in January
4. President's Day – Third Monday in February
5. Memorial Day – Last Monday in May
6. Juneteenth – June 19
7. Independence Day – July 4
8. Labor Day – First Monday in September
9. Veteran's Day – November 11
10. Thanksgiving Holiday – Fourth Thursday and the following Friday in November
11. Christmas Eve from 12:00 Noon – December 24
12. Christmas Day – December 25

When a holiday named herein falls on Sunday, it shall be observed on the following Monday, and when a holiday named herein falls on Saturday, it shall be observed on the preceding Friday.

During the week of a holiday, the Contractor shall adjust their weekly schedule to return to the normal weekly schedule the following week. This information is for reference only as a reminder that the work still needs to be completed during the holiday week. The Contractor may work on City holidays at his or her own discretion with the approval of the Contract Administrator/designee.

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EXHIBIT B TO AGREEMENT
PRICING

Pricing Sheet	Unit Pricing
A. Tree Planting* (15 gallon)	$198.00 /tree
B. Tree Planting* (24" box)	$298.00 /tree
C. Tree Planting* (36" box)	$635.00 /tree
D. Irrigation Supplies (cost plus)	18 %
E. Irrigation Technician Labor	$39.00 /man hour
F. General Labor (prepping holes, assistance with volunteers, etc.)	$41.00 /man hour
G. Bobcat Operator	$57.00 /man hour
H. Other Specialty Labor Rate (tasks requiring special certifications or technicians)	$75.00 /man hour
I. Woody Mulch Install	$95.00 /cubic yard
J. Decomposed Granite Install	$165.00 /ton

*Pricing to include purchase of tree, transport to site, labor time, run drip tube to tree where multiport exists, tree staking and strap material, arborist oversight, warranty, and planting of tree.

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EXHIBIT C TO AGREEMENT
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

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

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form*. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each

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occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

D. *Builders' Risk/Installation Floater Insurance.* The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.
1. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and Contractors' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.
2. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or

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testing requirements in the performance of this Contract/Agreement. The Contractor will be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor's Builders' Risk/Installation Floater insurance described herein.

3. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.
   a. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.
   b. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.
   c. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.
   d. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Contract/Agreement, waived against the City, its officers, officials, agents and employees.
   e. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

1. The Contractor's insurance must contain broad form contractual liability coverage.

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

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5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three-year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured*. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

WORK IN CITY RIGHT-OF-WAY

Work within the City's Right-of-Way. All work performed within the City's Right-of-Way by the Contractor and his/her subcontractors must comply with the City of Chandler requirements

ACCESS TO SECURED FACILITIES

Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker shall not be allowed to begin work in any City facility without: (A) The prior completion and the City's acceptance of the required background screening; and (B) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to the City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Contractor for each key issued.

Stolen or Lost Badges or Keys. Contractor shall report lost or stolen badges or keys to the City immediately. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.

Return of Badges or Keys. All badges and keys are the property of the City and must be returned to the City within one business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

Contractor's default under this Section shall include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (5) Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three business days from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this Section shall constitute a breach of

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this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be liable for and shall pay to the City the sum of $1,000.00 for each breach by Contractor of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that Contractor breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages in the event that Contractor breaches this Section. The parties further agree that three breaches by Contractor of this Section arising out of any default within a consecutive period of three months or three breaches by Contractor of this Section arising out of the same default within a period of 12 consecutive months shall constitute a material breach of this Agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

1. **Contractor and Subcontractor Worker Background Screening**. Contractor agrees that all contract workers and subcontractors (collectively "Contract Worker(s)") that Contractor furnishes to City under this Agreement will be subject to background and security checks and screening as set forth in this Section (collectively "Background Screening") at Contractor's sole cost and expense. As part of the Background Screening, Contractor must provide to a person designated by the City the name(s), address(es), and phone number(s) of all Contract Workers who will provide any services under this Agreement. All Contract Workers must comply with these Background Screening requirements. All Contract Workers must be able to provide proof of the legal right to work in the United States. The Background Screening provided by Contractor must comply with all applicable laws, rules, and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Agreement or Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers must take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing services under this Agreement.

2. **Background Screening Requirements and Criteria**. Before offering or scheduling any services under this Agreement, Contractor agrees that all Contract Workers, including the Contractor, if the Contractor is an individual or sole proprietorship, must have successfully passed a Background Screening in accordance with this Section. Contractor warrants that no person will be permitted to substitute for a Contract Worker who has satisfied the Background Screening requirements until the proposed substitute has also satisfied the Background Screening requirements in this Section. For review and approval, Contractor must submit to a person designated by the City proof of a completed Background Screening for each Contract Worker over the age of 18 performing services under this Agreement no fewer than two (2) weeks before the proposed start date of such Contract Worker's services. The Background Screening must have been completed within the 12-month period preceding the Contract Worker's start date under this Agreement and must include the results of a national criminal databased check with source verification, and a sex offender database search.

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3. **Additional City Rights Regarding Security Inquiries**. In addition to the foregoing, City reserves the rights but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Agreement.

4. **Contractor Certification**. By executing this Agreement, Contractor certifies that Contractor has read and understands the Background Screening requirements and criteria in this Section and will fully comply with such requirements. Contractor further certifies that any Background Screening information to be furnished to City related to Contractor or its Contract Workers will be complete, current, and accurate. A Contract Worker rejected for work under this Agreement will not be proposed to perform work under other City contracts or engagements without City's prior written approval.

5. **Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts**. Contractor must include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

6. **Materiality of Background Screening Requirements: Indemnity**. The Background Screening requirements of this Section are material to City's entry into this Agreement and any breach of this Section by Contractor will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this Agreement, Contractor must defend, indemnify, and hold harmless City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or City for failure to satisfy this Section.

7. **Continuing Duty, Audit**. Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section will continue throughout the entire term of this Agreement. Contractor must notify City immediately of any change to a Background Screening of a Contract Worker previously accepted by City. Contractor must maintain all records and documents related to all Background Screenings and City reserves the right to audit Contractor's compliance with this Section under the terms of this Agreement.

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EXHIBIT E
SPECIAL TERMS AND CONDITIONS

BYRD ANTI-LOBBYING CERTIFICATION (31 U.S.C. 1352):

In all contracts in excess of $100,000 the Contractor hereby certifies, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
b. Each Contractor tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization or influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
c. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Such disclosures are forwarded from tier to tier up to the non-Federal award.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.

Applicable to all contracts in excess of $150,000. The Contractor will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the City, the U.S. Department of Housing and Urban Development, and the San Francisco Regional Office of the Environmental Protection Agency (EPA).

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
b. Affirmative steps must include:
    1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
    3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
    4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
    5. Using the services and assistance, as appropriate, of such organizations as the Small Business

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Administration and the Minority Business Development Agency of the Department of Commerce; and

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).
The Contractor will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic pay rate for all hours worked in excess of 40 hours in the work week. The provisions of 40 U.S.C. 3704 are applicable to construction and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
The Contractor will comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Contractor must have an active registration and Unique Entity Identifier in SAM in accordance with 2 CFR part 25, including appendix A. The Contractor will also comply with the provisions of FFATA which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).
A contract award must not be made to parties listed on the government wide Excluded Parties List System (EPLS) in SAM, in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The EPLS in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The City may, by written notice to the Contractor, immediately terminate this Contract if the City determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor must immediately notify the City. Contractors must not make any award or permit any award (sub-recipient or vendor) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

The Contractor certifies to the best of its knowledge and belief, that is and its sub-contractors:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment

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rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

PREFERENCE FOR DOMESTIC PROCUREMENT.

Pursuant to 2 C.F.R. 200.322, to the greatest extent practicable, Contractor will purchase, acquire, or use goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products).

PROCUREMENT OF RECOVERED MATERIALS.

a. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor must procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable time period; (2) fail to meet reasonable performance standards, which will be determined the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item, or (3) are only available at an unreasonable price.
b. Paragraph (a) of this clause will apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT.

Contractor is prohibited from obligating or expending funds to (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract to procure or obtain equipment, services or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and such other entities described in 2 C.F.R. 200.216.

TERMINATION for Default and for CONVENIENCE:

(a) The City may terminate this contract in whole, or from time to time in part, for the City's convenience or the failure of the Contractor to fulfill the contract obligations (default). The City will

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terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor must: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the City, the City will be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the City may (1) require Contractor to deliver to it, in the manner and to the extent directed by the City, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor will be liable for any additional cost incurred by the City; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the City by the Contractor. In the event of termination for cause/default, the City will be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute will be decided by the Contracting Officer.

COMPLIANCE WITH LAWS.

The Contractor shall comply with applicable requirements of all other federal laws, executive orders, regulations, and public policies governing federally assisted contract including, but not limited to:

(a) National Environmental Policy Act of 1969, as amended, 42 U.S.C. § 4321 et seq.;
(b) Civil Actions for False Claims Act, 31 U.S.C. § 3730;
(c) False Claims Act, 31 U.S.C. § 3729, 18 U.S.C. §§ 287 and 1001;
(d) Program Fraud and Civil Remedies Act, 31 U.S.C. § 3801 et seq.;
(e) Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.;
(f) Title VIII of the Civil Rights Act of 1968, 42 U.S.C. § 3601 et seq.;
(g) Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794; and.
(h) Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq.

PROHIBITION ON HUMAN TRAFFICKING.

The Contractor shall comply with Section 106 of the Victims of Trafficking and Violence Protection Act of 2000 and shall not:

a. engage in severe forms of trafficking in persons;
b. procure a commercial sex act; or
c. use forced labor in the performance of the Contract.

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV 2023):

a. This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 and FAR 3.900 through 3.905.

b. The Contractor must inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section FAR 3.900 through 3.905.

c. The Contractor will insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold

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DISCLOSURE OF LOBBYING ACTIVITIES

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Organization: Artistic Land Management

Street address: P.O. Box 2320

City, State, Zip: Chandler, AZ 85244

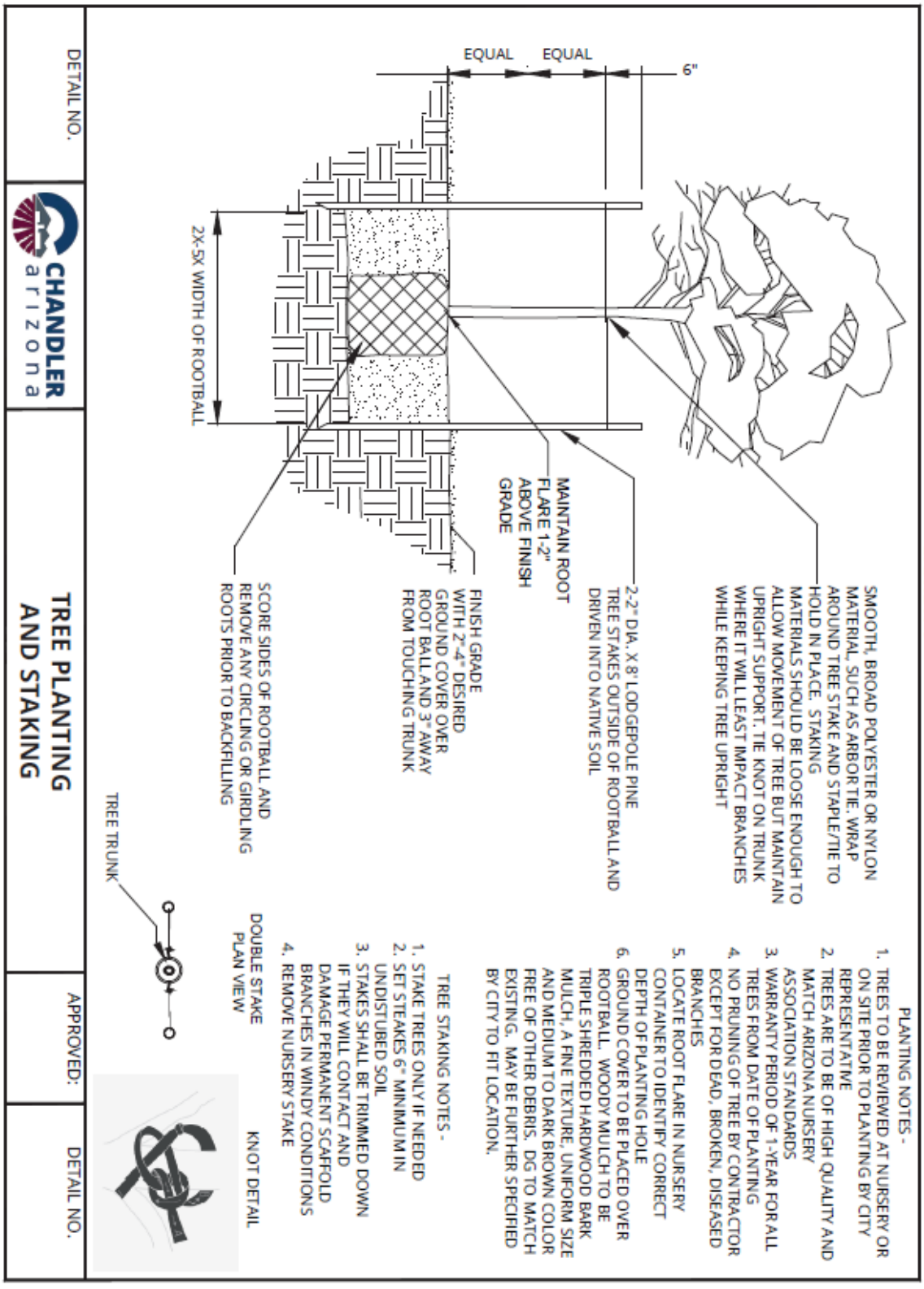
Jose Hernandez
CERTIFIED BY: (type or print)

President
TITLE:

(Signature) 07-18-2024 (Date)

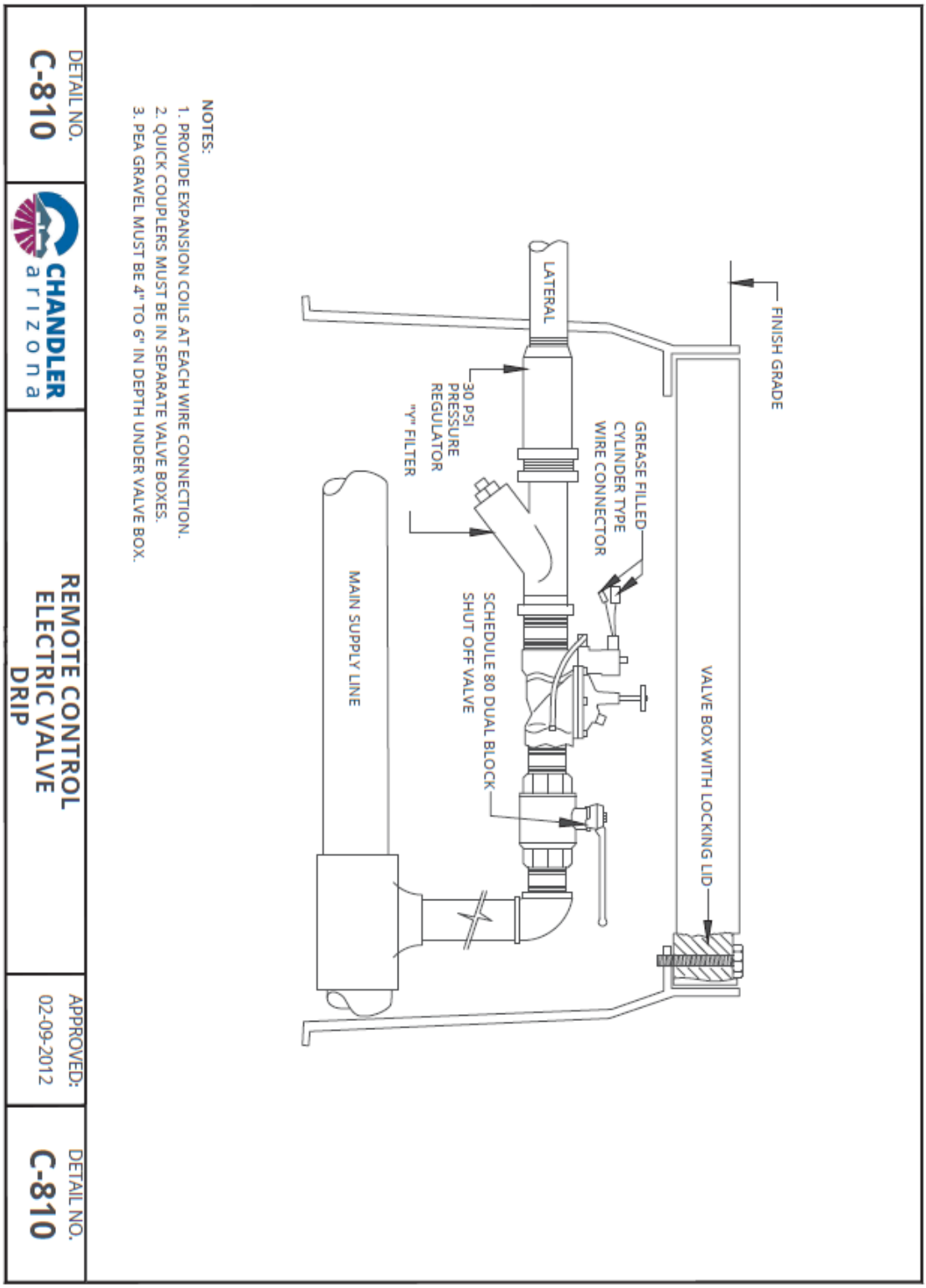
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Exhibit F



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Exhibit G



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Exhibit H

A - EMITTER SCHEDULE FOR TREES, SHRUBS, GROUNDCOVERS AND ACCENTS

PLANT SIZE	TYPE OF EMITTER	NUMBER OF EMITTERS	GALLONS PER HOUR PER PLANT	
1 GALLON	SINGLE OR MULTI	4	4	
5 GALLON	SINGLE OR MULTI	4	4	TREES USE 2 GPH EMITTERS
15 GALLON	MULTI	6	12	SHRUBS USE 1 GPH EMITTERS
24" BOX	MULTI	6	12	CACTI/SUCCULENTS USE 1/2 GPH
30" BOX	MULTI	6	12	PALMS USE 1 GPM BUBBLERS
36" BOX	MULTI	6	12	
48" BOX	MULTI	6	12	

B - BUBBLER SCHEDULE FOR PALMS

TRUNK DIAMETER AT GRADE	NUMBER OF BUBBLERS
12 - 24"	2
25 - 32"	2
33 - 36"	2

C - CACTUS/SUCCELUENTS

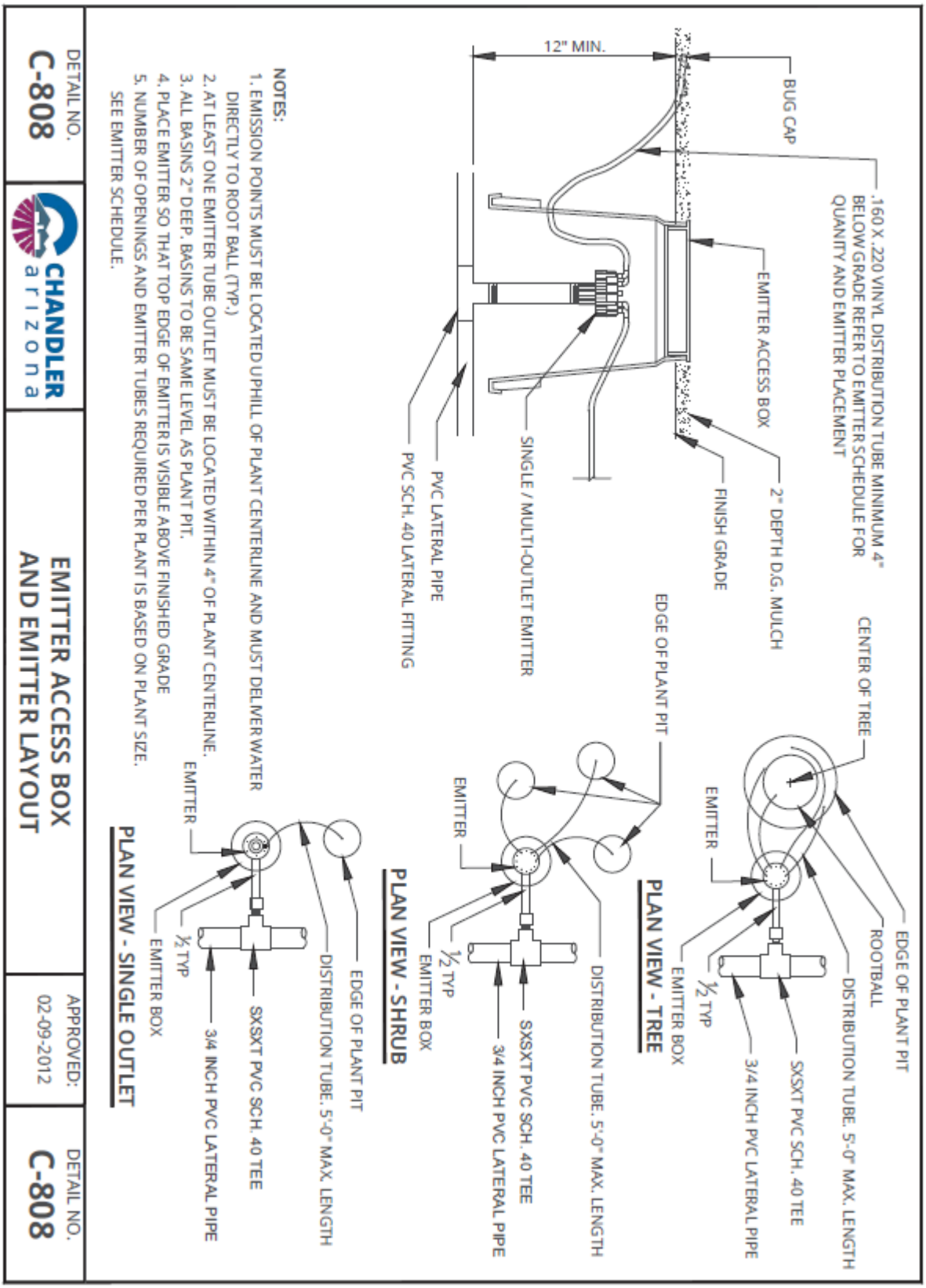
USE SEPERATE VALVE FOR CACTUS AND SUCCULENTS TO HELP WITH ESTABLISHMENT

NOTES:

1. REFER TO EMITTER AND BUBBLEER DETAILS FOR SPECIFICATIONS AND LAYOUT INFORMATION.
2. ADJUST IRRIGATION OPERATING TIMES TO ACCOMMODATE PLANT MATURITY, SOIL TYPE, PLANT EXPOSURE AND SEASONAL REQUIREMENTS.
3. USE SEPERATE VALVE FOR TREES, SHRUBS, AND CACTUS.

DETAIL NO.	CHANDLER arizona	EMITTER-BUBBLER SCHEDULE	APPROVED:	DETAIL NO.

Exhibit I


12" MIN.
BUG CAP
.160 X .220 VINYL DISTRIBUTION TUBE MINIMUM 4" BELOW GRADE REFER TO EMITTER SCHEDULE FOR QUANITY AND EMITTER PLACEMENT
EMITTER ACCESS BOX
2" DEPTH D.G. MULCH
FINISH GRADE
SINGLE / MULTI-OUTLET EMITTER
PVC LATERAL PIPE
PVC SCH. 40 LATERAL FITTING
EDGE OF PLANT PIT
CENTER OF TREE
EDGE OF PLANT PIT
ROOTBALL
DISTRIBUTION TUBE. 5'-0" MAX. LENGTH
SXSXT PVC SCH. 40 TEE
3/4 INCH PVC LATERAL PIPE
½ TYP
EMITTER BOX
EMITTER
PLAN VIEW - TREE
DISTRIBUTION TUBE. 5'-0" MAX. LENGTH
SXSXT PVC SCH. 40 TEE
3/4 INCH PVC LATERAL PIPE
½ TYP
EMITTER BOX
EMITTER
PLAN VIEW - SHRUB
EDGE OF PLANT PIT
DISTRIBUTION TUBE. 5'-0" MAX. LENGTH
SXSXT PVC SCH. 40 TEE
3/4 INCH PVC LATERAL PIPE
½ TYP
EMITTER BOX
EMITTER
PLAN VIEW - SINGLE OUTLET
NOTES:
1. EMISSION POINTS MUST BE LOCATED UPHILL OF PLANT CENTERLINE AND MUST DELIVER WATER DIRECTLY TO ROOT BALL (TYP.)
2. AT LEAST ONE EMITTER TUBE OUTLET MUST BE LOCATED WITHIN 4" OF PLANT CENTERLINE.
3. ALL BASINS 2" DEEP. BASINS TO BE SAME LEVEL AS PLANT PIT.
4. PLACE EMITTER SO THAT TOP EDGE OF EMITTER IS VISIBLE ABOVE FINISHED GRADE
5. NUMBER OF OPENINGS AND EMITTER TUBES REQUIRED PER PLANT IS BASED ON PLANT SIZE. SEE EMITTER SCHEDULE.
DETAIL NO.
C-808
CHANDLER arizona
EMITTER ACCESS BOX AND EMITTER LAYOUT
APPROVED:
02-09-2012
DETAIL NO.
C-808

Docusign Envelope ID: AA82EBD9-C397-4569-990C-86ADB355704D

City Clerk Document No. _____

City Council Meeting Date: September 12, 2024

CITY OF CHANDLER SERVICES AGREEMENT
SUPPLY AND INSTALL OF TREES
CITY OF CHANDLER AGREEMENT NO. CS4-958-4774

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Grounds Control, LLC, an Arizona Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____, 2024 (Effective Date).

RECITALS

A. On or about June 20, 2024, the City issued a solicitation for the supply and install of trees. Under the solicitation, the City proposes to enter into four related agreements to supply and install trees in various amounts for the prices set forth in each supply and install of trees agreement. Although the amount and type of supply and installation of trees purchased by the City may vary, the total sum for all four supply and install of trees agreements must not exceed $767,000.

B. City proposes to purchase services to supply and install trees from Contractor as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

C. Contractor is ready, willing, and able to provide the goods or 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.

D. City desires to contract with the Contractor to provide these goods or services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona

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Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform in accordance with Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods 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 goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is three years, and begins on September 13, 2024, and ends on September 12, 2027 unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement through June 30, 2028. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION lV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees must not exceed a ceiling cap of $*350,000* which the Contractor exceeds at its own risk. In addition, the Contractor's unit prices and amounts may not exceed the amounts listed and described in Exhibit B for performance approved and accepted by the City under this Agreement. Contractor must submit requests for payment for goods or 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 associated costs, and any subcontractor's or supplier's actual requests for payment plus similar narrative, listing of their work and cost details. Goods or services negotiated as a not-to-exceed fee and/or unit price will be paid in accordance with the goods furnished or services completed during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted goods or services within 30 days of the City's receipt of the request for payment.

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

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

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

SECTION V: GENERAL CONDITIONS

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

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by

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the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor’s property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This

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indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify lndemnitee from and against any and all Claims, except those arising solely from lndemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against lndemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

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

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

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	For the Contractor
Name: Raquel McMahon	Name: Kellie Huston
Title: Procurement Officer	Title: Chief Operating Officer
Address: 175 S. Arizona Ave.	Address: 2960 E. Elwood St.
Chandler, AZ 85225	Phoenix, AZ 85040
Phone: 480-782-2400	Phone: 602-318-5355
Email: raquel.mcmahon@chandleraz.gov	Email: kellie.huston@groundscontrol.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the

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written consent of the other party. In no event may any contractual relation be created between any third party and the City.

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

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

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

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

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

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Work. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City’s written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault

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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. Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance. Contractor must also adhere to the federal requirements detailed in Exhibit E to this Agreement.

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

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides goods or services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

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

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

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

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

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

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to

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which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

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

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

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

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

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

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

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

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

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

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

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

5.38 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:
Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

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Exhibit E – Special Terms and Conditions
Exhibit F – Tree Planting and Staking
Exhibit G – Remote Control Electric Valve Drip
Exhibit H – Emitter Bubbler Schedule
Exhibit I – Emitter Access Box and Emitter Layout

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

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

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

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

5.41 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

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

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

5.44 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.45 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants

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that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.46 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.47 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

5.48 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

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

5.50 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.51 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.52 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.53 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

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

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

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

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

FOR THE CITY

By: _____

Its: _____Mayor_____
Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

FOR THE CONTRACTOR

By: Kellie Huston
Chief Operating Officer

Its: _____

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

SCOPE OF SERVICES

Contractor will provide all labor, equipment, and materials to support tree planting and irrigation installation projects. As projects are identified, the city and the contractor will mutually agree on the scope, timeline, and fees. Projects will include, at a minimum:

1. Coordinating with the city and the site
2. Locate all utilities before planting by contacting Arizona 811
3. Selecting trees from a nursery and supplying trees to the site
4. Planting of trees or preparing planting holes for public involvement
5. Installing irrigation to adequately water trees
6. Provide staking, mulch, and any necessary tree care post-planting
7. Minimum of one (1) year warranty for all trees and irrigation

Minimum Requirements

The city has the right to select a species best suited to the planting location(s). When purchasing new trees, the Contractor shall notify the city and accommodate the schedule to allow hand selection of nursery stock. If the city waives their right to hand select nursery stock, the Contractor shall select trees of the specified species that meet AZNA standards and that are free of girdling roots, co-dominate trunks, unusual bends in the trunk, and the trunk flare must be visible. Contractor to provide ISA Certified Arborist to provide quality control of planting. The city may require a planting demonstration with the Contractor to ensure trees are properly installed. Utility location services (Arizona 811) shall be performed before any planting operations. Avoid conflicts with underground irrigation systems that were not located by the utility location services.

The Contractor will:

1. Perform all services in accordance with all applicable Federal, State, Local, ANSI and OSHA laws, ISA best management practices, rules and regulations and all other applicable regulations.
2. Hold a valid Hardscaping and Irrigation Systems CR-21 category license or approved equal as issued by the State of Arizona Registrar of Contractors or approved equal.
3. Provide an International Society of Arboriculture (ISA) Arborist to oversee the process of selecting trees from the nursery to proper planting of trees on the job site.
4. Have the ability to create landscape designs or plan sets in order to detail where irrigation and trees are installed.
5. Perform a pre-job walkthrough to discuss the scope of the project at each site to determine irrigation needs, tree planting locations, and review any unique characteristics of the site. A walk through will be performed at the end of one project site and a punch list of deficient items will be created that the Contractor must complete prior to payment.
6. Be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services.

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7. Provide the labor, equipment, and materials necessary to perform all requirements of projects.
8. Provide appropriately trained and licensed personnel to perform services.
9. Have the ability to purchase trees from multiple local tree nurseries that hold a substantial inventory of the category of plants regularly stocked.
10. Supply trees in full compliance with all U.S. Department of Agriculture and State of Arizona regulations, as applicable to the transporting of plants into the State of Arizona.
11. Supply trees that are disease-free and free of any harmful pests.
12. Supply trees that are container grown or from field grown stock that follow Arizona Nursery Association standards.
13. Plant trees according to ANSI A300 Tree Care Standards and City of Chandler Landscaping Details (see Exhibit F)
14. Install irrigation to City of Chandler specifications (see Exhibits G-I) and Maricopa Association of Government Section 440 "Landscape Irrigation". Irrigation installation may include, but not limited to, from the backflow device down to emitters such as main lines, valves, lateral lines, multiport, bubblers, and drip tubes. All materials must be approved by the city to ensure preferred make and models are used.
15. Adhere to the City of Chandler Traffic Management control plans and Manual on Uniform Traffic Control Devices for work along any right of ways and complete the required Road Restrictions and Closures Permit. The Contractor is responsible for furnishing all required temporary traffic control devices (i.e. signs, barricades, cones, etc.) for any planned restrictions to facilitate the work under this agreement. All costs for temporary traffic control used for any work under this agreement shall be included in the bid price.
16. Warranty all tree and irrigation components for a minimum of one (1) year from the date of acceptance. Trees will be replaced during the months of October – April at no cost to the city.
17. Adhere to all stipulations of the USDA Forest Service Urban and Community Forestry Inflation Reduction Act as a contractor under this grant funding. Items may include itemized invoices, detailed reports, timely submission of invoices, and meeting other needs from the city to keep in compliance with federal regulations. The term of the grant agreement commences on June 30, 2028. All final invoices and reports shall be submitted to the City no later than May 31, 2028 for final payments.
18. *QUALITY CONTROL***.** CONTRACTOR shall establish a complete quality control program to assure the requirements of the contract are provided as specified. One copy of the CONTRACTOR's quality control program shall be provided to the Contract Administrator/designee and the Purchasing Division for approval at the time of award. The Contract Administrator/designee will approve or disapprove the CONTRACTOR's program within 10 working days of submittal. CONTRACTOR *must* have an approved program before commencing work under this Agreement. The program shall include but not be limited to the following:

    1. Weekly Schedule of Performance

    2. Daily Work Schedule: This report will provide such information so as to ensure compliance of quality control standards. The Contract Administrator/designee will provide the preferred format that CONTRACTOR should use. CONTRACTOR shall submit the Daily Work Schedule on a weekly basis. Any vandalism shall be reported to the Contract Administrator/designee within two (2) hours after it is discovered and a vandalism report form submitted.

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3. CONTRACTOR will be required to provide a schedule for weekly maintenance of all areas to the Contract Administrator/designee the Friday before the scheduled work week, specifying when each area will be maintained and no changes to the schedule shall be made without prior approval of the Contract Administrator/designee.

19. *QUALITY ASSURANCE*. The Contract Administrator/designee will monitor CONTRACTOR's performance by random inspection of CITY landscaped areas to ensure CONTRACTOR compliance with the requirements of the contract. In the event a deficiency exists, CONTRACTOR will be required to explain in writing why performance was unacceptable, how performance will be returned to acceptable levels, and how reoccurrence of the problem will be prevented in the future. The CONTRACTOR *will not* be paid for services not rendered in accordance with the standards set forth in this contract, notwithstanding that the CONTRACTOR is required to rework services that were unsatisfactorily performed.
20. *PROTECTION OF THE PUBLIC AND DAMAGES TO EXISTING STRUCTURES*. The Contractor is aware that a significant portion of the projects will occur in parks and residential areas. The Contractor shall exercise due care to minimize any damages to fences, trees, shrubs, landscaping, citizens, and general property. All fines, penalties, and/or repair charges resulting from the Contractor's actions shall be the sole responsibility of the Contractor at no cost to the City. The Contractor shall notify the Contract Administrator/designee of any damages immediately. The Contractor shall not permit the placing or use of equipment in such a manner as to block vehicle traffic lanes, sidewalks or create safety hazards. The Contractor shall be responsible for all appropriate warning devices.
21. *LIQUIDATED DAMAGES / PERFORMANCE GUARANTEES*: The CITY expects that the landscape, turf, and hardscape areas where work was performed by the Contractor be restored back to its natural state. If tasks are omitted or not completed to the satisfaction of the Contract Administrator/designee, public safety, as well as the appearance of the City parks, School properties, and other site areas, are compromised. Once the issue has been corrected by the Contractor, an email and a picture must be sent to the Contract Administrator/designee.

The Contractor and the City agree upon the following schedule of liquidated damages to be deducted from any monies due or to become due to the Contractor under this Agreement. These sums are fixed and agreed upon, not as a penalty, but because the parties mutually agree that the actual loss to the City and to the public caused by the omission of work or substandard performance is impractical and extremely difficult to ascertain.

SITUATION	**DEDUCT AMOUNT**
Failure to correct deficiencies within the allowed time	$50 per site per day
Failure to start “extra work” within the allowed time or on the day agreed or withdrawing from the job prior to completion without authorization from CITY.	$50 per site per day
Failure to start and satisfactorily complete routine work within the scheduling requirements	$25 per site per day
Failure to submit schedules and /or work plans.	$25 per site per day
Failure to submit itemized invoices and required reports within 30 days of completion of work	$25 per site per day
Failure to wear a uniform bearing CONTRACTOR’s name and/or bear individual photo ID	$25 per occurrence

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22. **PERSONNEL AND EQUIPMENT**

The Contractor will:

1. Establish one primary point of contact for the city's projects.
2. Provide a field supervisor accessible to the city for each project.
3. Provide its staff with uniforms bearing the Contractor's name to be worn while working on city projects.
4. Provide and maintain equipment sufficient in number, condition and capacity to efficiently perform the work.
5. Maintain equipment in good repair and appearance.
6. Clearly identify vehicles with the name of the company.
7. Provide an ISA certified arborist to oversee the selection of trees to meet ANA standards and follow ISA BMPs for planting trees.

23. **HOLIDAYS:** The following is a list of holidays on which service will not be performed:

1. New Year's Eve Night
2. New Year's Day – January 1
3. Martin Luther King Day – Third Monday in January
4. President's Day – Third Monday in February
5. Memorial Day – Last Monday in May
6. Juneteenth – June 19
7. Independence Day – July 4
8. Labor Day – First Monday in September
9. Veteran's Day – November 11
10. Thanksgiving Holiday – Fourth Thursday and the following Friday in November
11. Christmas Eve from 12:00 Noon – December 24
12. Christmas Day – December 25

When a holiday named herein falls on Sunday, it shall be observed on the following Monday, and when a holiday named herein falls on Saturday, it shall be observed on the preceding Friday.

During the week of a holiday, the Contractor shall adjust their weekly schedule to return to the normal weekly schedule the following week. This information is for reference only as a reminder that the work still needs to be completed during the holiday week. The Contractor may work on City holidays at his or her own discretion with the approval of the Contract Administrator/designee.

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EXHIBIT B TO AGREEMENT
PRICING

Pricing Sheet	Unit Pricing
A. **Tree Planting* (15 gallon)**	$ 126.90 /tree
B. **Tree Planting* (24" box)**	$ 409.50 /tree
C. **Tree Planting* (36" box)**	$ 899.10 /tree
D. **Irrigation Supplies (cost plus)**	15% %
E. **Irrigation Technician Labor**	$ 55.00 /man hour
F. **General Labor (prepping holes, assistance with volunteers, etc.)**	$ 35.00 /man hour
G. **Bobcat Operator**	$ 55.00 /man hour
H. **Other Specialty Labor Rate (tasks requiring special certifications or technicians)**	$ 55.00 /man hour
I. **Woody Mulch Install**	$ 35.00 /cubic yard
J. **Decomposed Granite Install**	$ 35.00 /ton
K. **Other (specify):** _____	$ _____ / _____
L. **Other (specify):** _____	$ _____ / _____

***Pricing to include purchase of tree, transport to site, labor time, run drip tube to tree where multiport exists, tree staking and strap material, arborist oversight, warranty, and planting of tree.**

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EXHIBIT C TO AGREEMENT
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

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

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form*. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each

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occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

D. *Builders' Risk/Installation Floater Insurance.* The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.

1. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and Contractors' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.
2. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or

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testing requirements in the performance of this Contract/Agreement. The Contractor will be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor's Builders' Risk/Installation Floater insurance described herein.

3. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.
   a. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.
   b. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.
   c. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.
   d. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Contract/Agreement, waived against the City, its officers, officials, agents and employees.
   e. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

1. The Contractor's insurance must contain broad form contractual liability coverage.

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

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5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured*. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

WORK IN CITY RIGHT-OF-WAY

Work within the City's Right-of-Way. All work performed within the City's Right-of-Way by the Contractor and his/her subcontractors must comply with the City of Chandler requirements

ACCESS TO SECURED FACILITIES

Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker shall not be allowed to begin work in any City facility without: (A) The prior completion and the City's acceptance of the required background screening; and (B) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to the City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Contractor for each key issued.

Stolen or Lost Badges or Keys. Contractor shall report lost or stolen badges or keys to the City immediately. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.

Return of Badges or Keys. All badges and keys are the property of the City and must be returned to the City within one business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

Contractor's default under this Section shall include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (5) Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three business days from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this Section shall constitute a breach of

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this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be liable for and shall pay to the City the sum of $1,000.00 for each breach by Contractor of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that Contractor breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages in the event that Contractor breaches this Section. The parties further agree that three breaches by Contractor of this Section arising out of any default within a consecutive period of three months or three breaches by Contractor of this Section arising out of the same default within a period of 12 consecutive months shall constitute a material breach of this Agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

1. **Contractor and Subcontractor Worker Background Screening**. Contractor agrees that all contract workers and subcontractors (collectively "Contract Worker(s)") that Contractor furnishes to City under this Agreement will be subject to background and security checks and screening as set forth in this Section (collectively "Background Screening") at Contractor's sole cost and expense. As part of the Background Screening, Contractor must provide to a person designated by the City the name(s), address(es), and phone number(s) of all Contract Workers who will provide any services under this Agreement. All Contract Workers must comply with these Background Screening requirements. All Contract Workers must be able to provide proof of the legal right to work in the United States. The Background Screening provided by Contractor must comply with all applicable laws, rules, and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Agreement or Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers must take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing services under this Agreement.

2. **Background Screening Requirements and Criteria**. Before offering or scheduling any services under this Agreement, Contractor agrees that all Contract Workers, including the Contractor, if the Contractor is an individual or sole proprietorship, must have successfully passed a Background Screening in accordance with this Section. Contractor warrants that no person will be permitted to substitute for a Contract Worker who has satisfied the Background Screening requirements until the proposed substitute has also satisfied the Background Screening requirements in this Section. For review and approval, Contractor must submit to a person designated by the City proof of a completed Background Screening for each Contract Worker over the age of 18 performing services under this Agreement no fewer than two (2) weeks before the proposed start date of such Contract Worker's services. The Background Screening must have been completed within the 12-month period preceding the Contract Worker's start date under this Agreement and must include the results of a national criminal databased check with source verification, and a sex offender database search.

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3. **Additional City Rights Regarding Security Inquiries**. In addition to the foregoing, City reserves the rights but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Agreement.

4. **Contractor Certification**. By executing this Agreement, Contractor certifies that Contractor has read and understands the Background Screening requirements and criteria in this Section and will fully comply with such requirements. Contractor further certifies that any Background Screening information to be furnished to City related to Contractor or its Contract Workers will be complete, current, and accurate. A Contract Worker rejected for work under this Agreement will not be proposed to perform work under other City contracts or engagements without City's prior written approval.

5. **Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts**. Contractor must include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

6. **Materiality of Background Screening Requirements: Indemnity**. The Background Screening requirements of this Section are material to City's entry into this Agreement and any breach of this Section by Contractor will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this Agreement, Contractor must defend, indemnify, and hold harmless City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or City for failure to satisfy this Section.

7. **Continuing Duty, Audit**. Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section will continue throughout the entire term of this Agreement. Contractor must notify City immediately of any change to a Background Screening of a Contract Worker previously accepted by City. Contractor must maintain all records and documents related to all Background Screenings and City reserves the right to audit Contractor's compliance with this Section under the terms of this Agreement.

Docusign Envelope ID: AA82EBD9-C397-4569-990C-86ADB355704D

EXHIBIT E
SPECIAL TERMS AND CONDITIONS

BYRD ANTI-LOBBYING CERTIFICATION (31 U.S.C. 1352):

In all contracts in excess of $100,000 the Contractor hereby certifies, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
b. Each Contractor tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization or influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
c. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Such disclosures are forwarded from tier to tier up to the non-Federal award.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.

Applicable to all contracts in excess of $150,000. The Contractor will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the City, the U.S. Department of Housing and Urban Development, and the San Francisco Regional Office of the Environmental Protection Agency (EPA).

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
b. Affirmative steps must include:
    1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
    3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
    4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
    5. Using the services and assistance, as appropriate, of such organizations as the Small Business

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Administration and the Minority Business Development Agency of the Department of Commerce; and

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).
The Contractor will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic pay rate for all hours worked in excess of 40 hours in the work week. The provisions of 40 U.S.C. 3704 are applicable to construction and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
The Contractor will comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Contractor must have an active registration and Unique Entity Identifier in SAM in accordance with 2 CFR part 25, including appendix A. The Contractor will also comply with the provisions of FFATA which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).
A contract award must not be made to parties listed on the government wide Excluded Parties List System (EPLS) in SAM, in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The EPLS in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The City may, by written notice to the Contractor, immediately terminate this Contract if the City determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor must immediately notify the City. Contractors must not make any award or permit any award (sub-recipient or vendor) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

The Contractor certifies to the best of its knowledge and belief, that is and its sub-contractors:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment

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rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

PREFERENCE FOR DOMESTIC PROCUREMENT.

Pursuant to 2 C.F.R. 200.322, to the greatest extent practicable, Contractor will purchase, acquire, or use goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products).

PROCUREMENT OF RECOVERED MATERIALS.

a. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor must procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable time period; (2) fail to meet reasonable performance standards, which will be determined the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item, or (3) are only available at an unreasonable price.
b. Paragraph (a) of this clause will apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT.

Contractor is prohibited from obligating or expending funds to (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract to procure or obtain equipment, services or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and such other entities described in 2 C.F.R. 200.216.

TERMINATION for Default and for CONVENIENCE:

(a) The City may terminate this contract in whole, or from time to time in part, for the City's convenience or the failure of the Contractor to fulfill the contract obligations (default). The City will

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terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor must: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the City, the City will be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the City may (1) require Contractor to deliver to it, in the manner and to the extent directed by the City, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor will be liable for any additional cost incurred by the City; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the City by the Contractor. In the event of termination for cause/default, the City will be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute will be decided by the Contracting Officer.

COMPLIANCE WITH LAWS.

The Contractor shall comply with applicable requirements of all other federal laws, executive orders, regulations, and public policies governing federally assisted contract including, but not limited to:

(a) National Environmental Policy Act of 1969, as amended, 42 U.S.C. § 4321 et seq.;
(b) Civil Actions for False Claims Act, 31 U.S.C. § 3730;
(c) False Claims Act, 31 U.S.C. § 3729, 18 U.S.C. §§ 287 and 1001;
(d) Program Fraud and Civil Remedies Act, 31 U.S.C. § 3801 et seq.;
(e) Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.;
(f) Title VIII of the Civil Rights Act of 1968, 42 U.S.C. § 3601 et seq.;
(g) Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794; and.
(h) Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq.

PROHIBITION ON HUMAN TRAFFICKING.

The Contractor shall comply with Section 106 of the Victims of Trafficking and Violence Protection Act of 2000 and shall not:

a. engage in severe forms of trafficking in persons;
b. procure a commercial sex act; or
c. use forced labor in the performance of the Contract.

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV 2023):

a. This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 and FAR 3.900 through 3.905.

b. The Contractor must inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section FAR 3.900 through 3.905.

c. The Contractor will insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold

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DISCLOSURE OF LOBBYING ACTIVITIES

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Organization: Grounds Control, LLC

Street address: 2960 E Elwood St

City, State, Zip: Phoenix, AZ 85040

Kellie R Huston

CERTIFIED BY: (type or print)

Chief Operating Officer

TITLE:

Kellie R Huston

(signature)

08/13/2024

(date)

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Exhibit F

Exhibit G

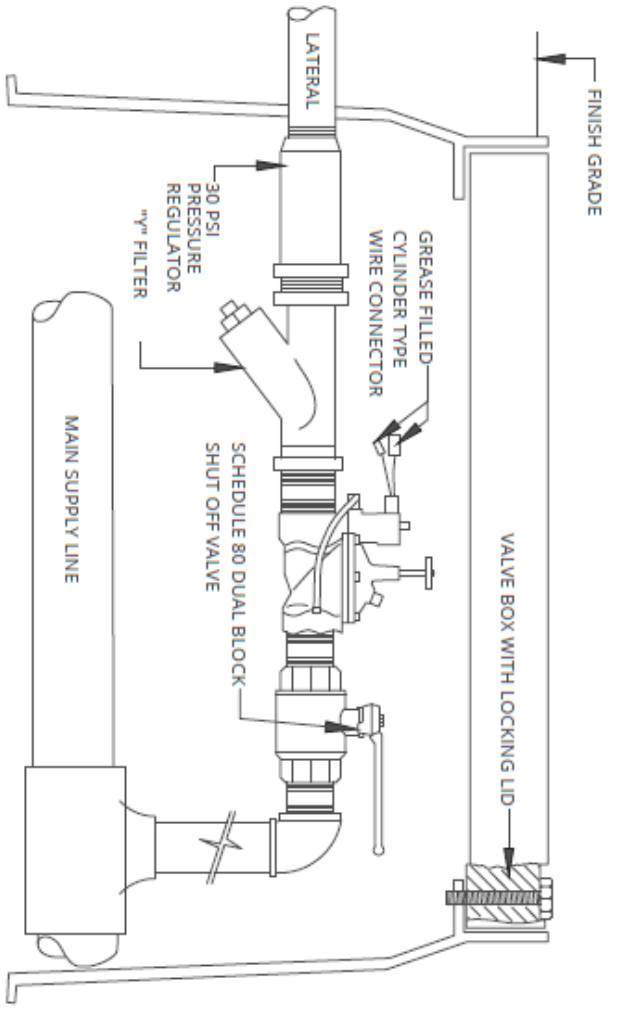
DETAIL NO. C-810

CHANDLER arizona

REMOTE CONTROL ELECTRIC VALVE DRIP

APPROVED: 02-09-2012

DETAIL NO. C-810



NOTES:

1. PROVIDE EXPANSION COILS AT EACH WIRE CONNECTION.
2. QUICK COUPLERS MUST BE IN SEPARATE VALVE BOXES.
3. PEA GRAVEL MUST BE 4" TO 6" IN DEPTH UNDER VALVE BOX.

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Exhibit H

A - EMITTER SCHEDULE FOR TREES, SHRUBS, GROUNDCOVERS AND ACCENTS

PLANT SIZE	TYPE OF EMITTER	NUMBER OF EMITTERS	GALLONS PER HOUR PER PLANT	
1 GALLON	SINGLE OR MULTI	4	4	
5 GALLON	SINGLE OR MULTI	4	4	TREES USE 2 GPH EMITTERS
15 GALLON	MULTI	6	12	SHRUBS USE 1 GPH EMITTERS
24" BOX	MULTI	6	12	CACTI/SUCCULENTS USE 1/2 GPH
30" BOX	MULTI	6	12	PALMS USE 1 GPM BUBBLERS
36" BOX	MULTI	6	12	
48" BOX	MULTI	6	12	

B - BUBBLER SCHEDULE FOR PALMS

TRUNK DIAMETER AT GRADE	NUMBER OF BUBBLERS
12 - 24"	2
25 - 32"	2
33 - 36"	2

C - CACTUS/SUCCELUENTS

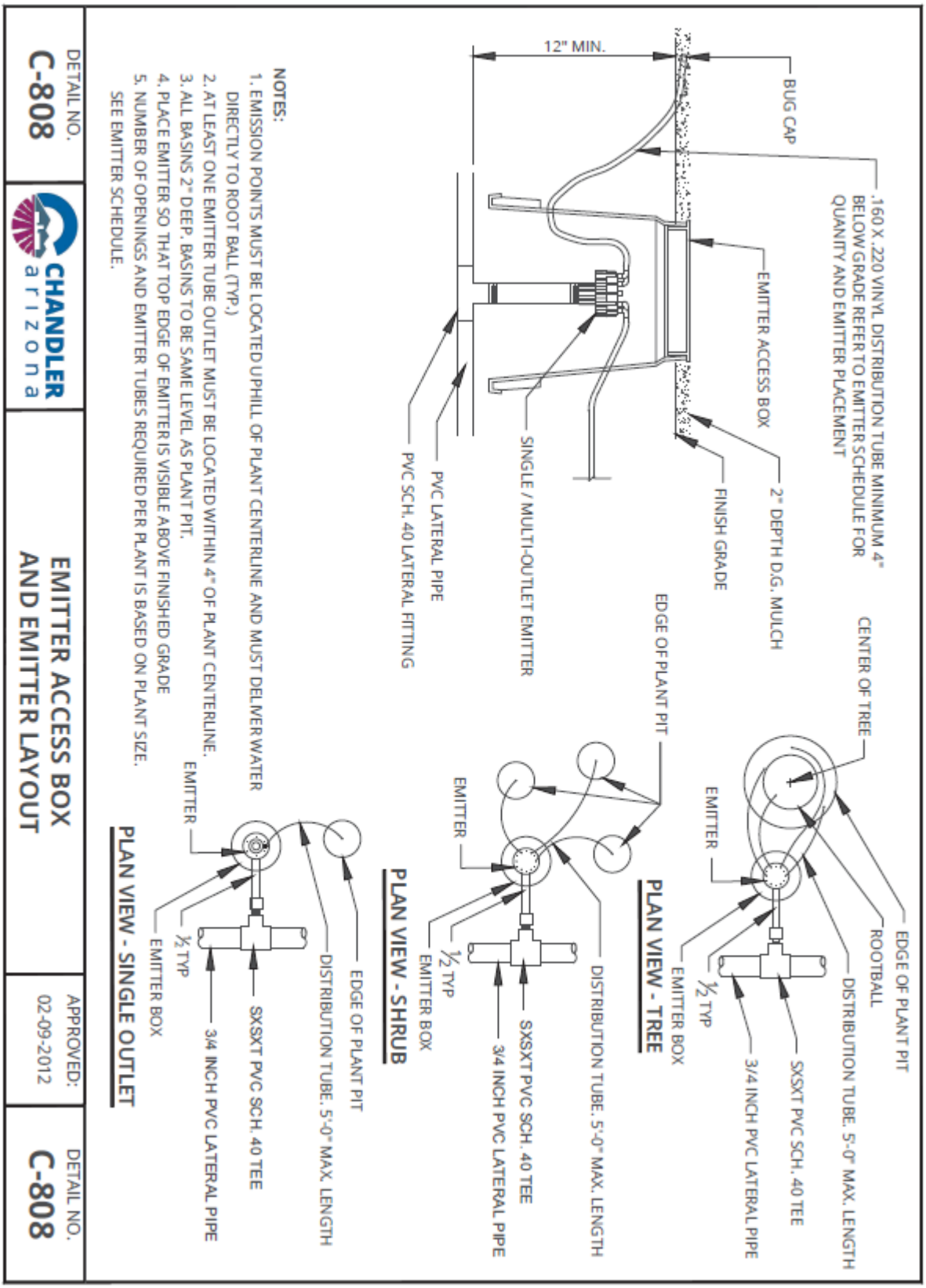
USE SEPERATE VALVE FOR CACTUS AND SUCCULENTS TO HELP WITH ESTABLISHMENT

NOTES:

1. REFER TO EMITTER AND BUBBLEER DETAILS FOR SPECIFICATIONS AND LAYOUT INFORMATION.
2. ADJUST IRRIGATION OPERATING TIMES TO ACCOMMODATE PLANT MATURITY, SOIL TYPE, PLANT EXPOSURE AND SEASONAL REQUIREMENTS.
3. USE SEPERATE VALVE FOR TREES, SHRUBS, AND CACTUS.

DETAIL NO.	CHANDLER arizona	EMITTER-BUBBLER SCHEDULE	APPROVED:	DETAIL NO.

Exhibit I


12" MIN.
BUG CAP
.160 X .220 VINYL DISTRIBUTION TUBE MINIMUM 4" BELOW GRADE REFER TO EMITTER SCHEDULE FOR QUANITY AND EMITTER PLACEMENT
EMITTER ACCESS BOX
2" DEPTH D.G. MULCH
FINISH GRADE
SINGLE / MULTI-OUTLET EMITTER
PVC LATERAL PIPE
PVC SCH. 40 LATERAL FITTING
EDGE OF PLANT PIT
CENTER OF TREE
EDGE OF PLANT PIT
ROOTBALL
DISTRIBUTION TUBE. 5'-0" MAX. LENGTH
SXSXT PVC SCH. 40 TEE
3/4 INCH PVC LATERAL PIPE
½ TYP
EMITTER BOX
EMITTER
PLAN VIEW - TREE
DISTRIBUTION TUBE. 5'-0" MAX. LENGTH
SXSXT PVC SCH. 40 TEE
3/4 INCH PVC LATERAL PIPE
½ TYP
EMITTER BOX
EMITTER
PLAN VIEW - SHRUB
EDGE OF PLANT PIT
DISTRIBUTION TUBE. 5'-0" MAX. LENGTH
SXSXT PVC SCH. 40 TEE
3/4 INCH PVC LATERAL PIPE
½ TYP
EMITTER BOX
EMITTER
PLAN VIEW - SINGLE OUTLET
NOTES:
1. EMISSION POINTS MUST BE LOCATED UPHILL OF PLANT CENTERLINE AND MUST DELIVER WATER DIRECTLY TO ROOT BALL (TYP.)
2. AT LEAST ONE EMITTER TUBE OUTLET MUST BE LOCATED WITHIN 4" OF PLANT CENTERLINE.
3. ALL BASINS 2" DEEP. BASINS TO BE SAME LEVEL AS PLANT PIT.
4. PLACE EMITTER SO THAT TOP EDGE OF EMITTER IS VISIBLE ABOVE FINISHED GRADE
5. NUMBER OF OPENINGS AND EMITTER TUBES REQUIRED PER PLANT IS BASED ON PLANT SIZE. SEE EMITTER SCHEDULE.
DETAIL NO. C-808
CHANDLER arizona
EMITTER ACCESS BOX AND EMITTER LAYOUT
APPROVED: 02-09-2012
DETAIL NO. C-808

CHANDLER arizona
Community of Innovation

City Council Memorandum Community Services Memo No. N/A

Date: September 12, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
John Sefton, Community Services Director
From: Corey Povar, Assistant Director
Subject: Agreement No. CS2-595-4335, Amendment No. 3, with Pioneer Landscape Centers, Inc., for Rock, Granite, and Miscellaneous Supplies

---

Proposed Motion:

Move City Council approve Agreement No. CS2-595-4335, Amendment No. 3, with Pioneer Landscape Centers, Inc., for rock, granite, and miscellaneous supplies, in an amount not to exceed $795,000, for a one-year period, September 1, 2024, through August 31, 2025.

Background/Discussion:

The Community Services and Public Works and Utilities departments require ornamental rock, granite, topsoil, river rock, rip rap, in-field mix, and engineered wood fiber for a wide variety of applications. These materials are used throughout the city's park system to refresh rock areas, top dress fields, level ball fields, and fill in playground areas with engineered wood fiber. The Public Works and Utilities Department uses rock for basins, erosion repair, and regrading.

Evaluation:

On August 12, 2021, City Council approved an agreement with Pioneer Landscape Centers, Inc., for rock, granite, and miscellaneous supplies, for a one-year period, with the option of up to four additional one-year extensions. The contractor has agreed to extend for one additional year at the same terms, conditions, and with a price increase of 10% on one line item due to a material cost increase, with all other pricing unchanged.

Staff recommends extension of this agreement for the term of September 1, 2024, through August 31, 2025. This is the third extension of the original agreement.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
605.3830.5420	Water Operating	N/A	$50,000	N
605.3860.5420	Water Operating	N/A	$50,000	N
615.3960.5410	Wastewater Operating	N/A	$100,000	N
612.3960.5420	Reclaimed Water Operating Fund	N/A	$50,000	N
615.3900.5420	Wastewater Operating	N/A	$15,000	N
615.3940.5420	Wastewater Operating	N/A	$50,000	N
401.4580.6515.6PR654.0.0	General Government Capital Projects	Aging Park Landscape Revitalization	$100,000	Y
625.3720.5420	Solid Waste Operating	N/A	$20,000	N
616.3930.5219	Wastewater Industrial Process	N/A	$60,000	N
615.3970.5420	Wastewater Operating	N/A	$100,000	N
101.4530.5410	General Fund	N/A	$175,000	N
101.4530.5319	General Fund	N/A	$25,000	n

Attachments

#4335 Amendment Three

Docusign Envelope ID: EF53F22B-539F-42DE-A2D1-7C1AC9E4D237

City Clerk Document No. _____

City Council Meeting Date: September 12, 2024

AMENDMENT TO CITY OF CHANDLER AGREEMENT
ROCK, GRANITE AND MISCELLANEOUS SUPPLIES
CITY OF CHANDLER AGREEMENT NO. CS2-595-4335

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 Pioneer Landscape Centers, 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 rock, granite and miscellaneous supplies (Agreement); and

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

WHEREAS, the Parties wish to exercise the third option through this Amendment to extend the Agreement for 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. 3. Total payments made to the Contractor during the term of this Amendment No. 3 will not exceed $795,000.

Docusign Envelope ID: EF53F22B-539F-42DE-A2D1-7C1AC9E4D237

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: Monica DePriest

Its: Director of Sales and Service

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

Docusign Envelope ID: EF53F22B-539F-42DE-A2D1-7C1AC9E4D237

EXHIBIT B
REVISED PRICING

ITEM #	DESCRIPTION		EST. USAGE (tons)	UNIT PRICE
1a	Decomposed Granite, ¼" minus; Madison Gold or equal;	delivered	250	$38.50
1b		picked-up	250	$53.35
2a	Decomposed Granite, ¾" minus; Madison Gold or equal;	delivered	250	$44.75
2b		picked-up	250	NA
3a	Decomposed Granite, ¼" minus; Express Rose or equal;	delivered	250	$30.00
3b		picked-up	250	NA
4a	Decomposed Granite, ¾" minus; Express Rose or equal;	delivered	250	$39.00
4b		picked-up	250	NA
5a	¾" Screened Pioneer Gold (full load direct from quarry);	delivered	250	$53.75
5b		picked-up	250	$75.35
6a	4"-8" Pioneer Gold Rip Rap (full load direct from quarry);	delivered	250	$64.75
6b		picked-up	250	NA
7a	Decorative Rock; ¼" Madison Gold or equal;	delivered	250	$29.50
7b	Alternate: ¼"Washed Madison Gold	picked-up	250	$52.35
8a	Decorative Rock, ¾" Madison Gold or equal;	delivered	600	$47.25
8b	Alternate: ¾" Screened Madison Gold	picked-up	250	$70.95
9a	Decorative Rock, ½"; Express Rose or equal;	delivered	250	$45.75
9b	Alternate: ½" Screened Express Rose	picked-up	250	NA
10a	Decorative Rock, ¾"; Express Rose or equal;	delivered	250	$45.75
10b	Alternate: ¾" Screened Express Rose	picked-up	250	NA
11a	Decorative Rock, Sedona Red or equal;	delivered	250	NA
11b		picked-up	250	NA
12a	Decorative Rock, ¾", Pink Coral or equal;	delivered	250	$38.50
12b	¾" Screened Pink Coral	picked-up	250	$68.15
13a	Decorative Rock, ½" minus; Color:	delivered	250	NA
13b	Stagecoach brown	picked-up	250	NA
14a	Decorative Rock, ¾" minus; Color:	delivered	250	NA
14b	Stagecoach brown	picked-up	250	NA
15a	Decomposed Granite, ¼" minus or equal;	delivered	500	$38.50
15b	Stagecoach brown	picked-up	500	NA
16a	Decomposed Granite, ¾" minus or equal;	delivered	500	$37.00
16b	Alternate: Arizona Gold	picked-up	500	NA

Docusign Envelope ID: EF53F22B-539F-42DE-A2D1-7C1AC9E4D237

17a	Decomposed Granite; 1”;	delivered	20	$54.50
17b	Stagecoach brown	picked up	20	$68.15
18a	Decomposed Granite; ¼” minus; Pioneer Gold	delivered	100	$36.25
18b		picked-up	100	NA
19a	Decomposed Granite; ¾” minus; Pioneer Gold	delivered	100	$43.50
19b		picked-up	100	NA
20a	Decomposed Granite, ¼” minus; Desert Gold,	delivered	100	NA
20b		picked up	100	NA
21a	Decomposed Granite, ¾” minus; Desert Gold	delivered	100	NA
21b		picked up	100	NA
22a	Decomposed Granite, ¼” minus; Arizona Gold	delivered	100	$27.25
22b		picked up	100	NA
23a	Decomposed Granite, ¾” minus; Arizona Gold	delivered	100	$37.00
23b		picked up	100	NA
24a	Decomposed Granite, ¾” minus, Autumn Gold	delivered	100	NA
24b		picked up	100	NA
25a	Decomposed Granite, ¾” minus; Cinnamon Brown	delivered	100	NA
25b		picked up	100	NA
26a	3”- 8” Salt River Rock (indigenous to metro Phoenix)	delivered	20	$46.75
26b		picked-up	20	NA
27a	Boulders; colors may vary	delivered	20	$250
27b		picked-up	20	$300
28a	Screened topsoil	delivered	100	$36.75
28b		picked-up	100	$46.75
29a	Sterilized manure	delivered	100 yards	NA
29b		picked-up	100 yards	NA
30a	Riprap granite for drains; 1 1’2” – 3”	delivered	100	$47.75
30b	Alternate: Arizona Gold 1” -3” Rip Rap	picked-up	100	NA
31a	Infield mix; Stabilizer “Pro Red”; infield mix	delivered	200	$150
31b	**(NO SUBSTITUTES)**	picked-up	200	NA
32a	Playground Engineered Wood Fiber chips per specs	delivered	1,000 cy	$40
33a	washed mortar sand	delivered	200	$49.75
33b		picked-up	200	$53.95
34a	ABC crushed rock	delivered	100	$43.75
34b		Picked-up	100	$39.65

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services** **Memo No.** DS24-011

Date: September 12, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Ryan Peters, Strategic Initiatives Director
Kevin Snyder, Development Services Director
Louis Kneip, Development Engineering Manager
From: Dennis Aust, Telecommunications and Utility Franchise Manager
Subject: Resolution No. 5835, Authorizing a License Agreement between Summit Infrastructure Group LLC, and the City of Chandler for the Use of Public Property for the Establishment of Class 4 and Class 5 Telecommunications Systems

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5835, authorizing the Mayor to execute the license agreement between Summit Infrastructure Group, LLC, and the City of Chandler for the use of facilities in the city's rights-of-way and public places to establish Class 4 and Class 5 Telecommunications Systems, and authorizing the City Manager or designee to execute other documents as needed to give effect to the agreement.

Background:

Summit Infrastructure Group has filed an application with the city to install, operate and maintain an underground fiber optic communications system that may provide both Class 4 (lit fiber/active services) and Class 5 non-telecommunications services (dark fiber/internet services). The agreement provides terms for both services and is similar to agreements the city has with other providers.

This item is for a five-year nonexclusive agreement. The expected time frame of Summit Infrastructure Group's current build plan is four months. Construction is planned to commence in October 2024 and end in February 2025 for the first

4,644 linear feet for a fiber backbone ring in the area within the Continuum campus.

Financial Implications:

The city has received a $3,000 application fee to cover the city's cost for the processing of this application. A transaction privilege tax of 2.75% will be paid on any non-interstate telecommunications services (Class 4). Fiber that is not exempted by federal or state law and is used for non-telecommunications services (Class 5) is subject to an annual $2.65 per linear foot fee as prescribed by the City's Fee Schedule or 2% of Summit Infrastructure Group's gross revenues for services provided within the City of Chandler, whichever is less. The company will also pay permit, inspection and pavement damage fees.

Attachments

Resolution No. 5835 and Agreement for Use of Public Property

RESOLUTION NO. 5835

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING A LICENSE TO SUMMIT INFRASTRUCTURE GROUP, LLC TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, AND USE THE PUBLIC RIGHTS OF WAY WITHIN THE CITY TO PROVIDE TELECOMMUNICATIONS SERVICES (CLASS 4 LICENSE) AND FIBER OPTIC CABLE, INTERSTATE SERVICES, AND OTHER COMMUNICATION FACILITIES (COLLECTIVELY "INTERSTATE TELECOMMUNICATION SERVICES") (CLASS 5 LICENSE) AS APPROPRIATE.

WHEREAS the City of Chandler believes that it is in the City's best interest to issue a license agreement for such purpose.

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

Section 1. Approving the City of Chandler Telecommunication Services (Class 4) and Interstate Telecommunication Services (Class 5) License Issued to Summit Infrastructure Group, LLC in the form attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. Authorizing the Mayor of the City of Chandler to execute the Agreement on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____ 2024.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5835 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

EXHIBIT “A”

Docusign Envelope ID: DEE810ED-1E91-4C7B-BFA0-58121D04293D

CITY OF CHANDLER TELECOMMUNICATION SERVICES (CLASS 4) AND FIBER OPTIC CABLE, INTERSTATE TELECOMMUNICATION, AND OTHER COMMUNICATION SERVICES (CLASS 5) LICENSE ISSUED TO SUMMIT INFRASTRUCTURE GROUP, LLC

City of Chandler Document No. _____
City Council Meeting Date: _____

THIS LICENSE ("License") is issued by the City of Chandler, an Arizona municipal corporation ("City") to Summit Infrastructure Group, LLC a Virginia limited liability company ("Licensee"). (The City and Licensee are each a "Party" and collectively the "Parties") effective _____ ("Effective Date").

RECITALS

A. On or about May 30, 2024, Licensee applied to the City for permission to construct, install, operate, maintain, and use the Public Rights of Way within the City to provide Telecommunications Services (Class 4 License) and Fiber Optic Cable, Interstate Services, and Other Communication Facilities (collectively "Interstate Telecommunication Services") (Class 5 License) as appropriate; and

B. By the authority conferred by A.R.S. §§ 9-581-583, the Chandler City Charter, and Chandler City Code Chapter 46, the City is authorized to grant this License; and

C. The City Council has authorized the Mayor or his designee to execute a license with Licensee to construct, install, operate, maintain, and use a System (defined hereinafter) in, along, under, over, and across certain Public Rights-of-Way within the City or on other City-owned property to provide Telecommunications Services and Interstate Telecommunications Services as appropriate.

LICENSE

NOW, THEREFORE, City hereby grants Licensee this License under the following terms and conditions:

SECTION 1. DEFINITIONS

For this License, unless the context otherwise requires, the following terms, phrases, words, and their derivatives have these meanings. When not inconsistent with the context, words in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not merely directory. The terms, phrases, words, and their derivatives used in this License have the meanings given in Chapter 46 of the Chandler City Code as amended. If a conflict or ambiguity exists among the definitions in Arizona Revised Statutes, the Chandler City Code, and this License, the definitions in the following order prevail and control: (1) Arizona Revised Statutes; (2) Chandler City Code; (3) this License. Additional definitions for this License include:

"ACC" means the Arizona Corporation Commission.

"A.R.S." means Arizona Revised Statutes, as amended.

"Cable Services", "Cable System", "Video Services", and "Video Services Network" have the same meaning as defined in Chapter 46 of the Chandler City Code.

"City" means the City of Chandler, Arizona.

"City Council" means the Council of the City of Chandler.

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"Commercial Mobile Radio Services" means two-way voice commercial mobile radio services as defined by the Federal Communications Commission in 47 United States Code § 157.

“Day” means calendar day unless noted otherwise.

“Encroachment Permit” means the nonexclusive permission granted by the City to Licensee within the Public Rights-of-Way for the specific location of Licensee’s System and includes fees (if any) for the specific location, and other terms and conditions in accordance with the City Code, applicable Rights-of-Way construction regulations, and other applicable law.

"Environmental Laws" means all federal, state, and local laws, ordinances, rules, regulations, statutes, and judicial decisions now or subsequently in effect, in any way relating to or regulating human health, or safety, or industrial hygiene, or environmental conditions, or protection of the environment, or prevention or cleanup of pollution or contamination of the air, soil, surface water, or ground water.

"FCC" means the Federal Communications Commission.

"Gross Revenue" means: (i) all cash, credits, property of any kind or nature or other consideration that is received directly or indirectly by Licensee, its affiliates, or any person, firm, or corporation in which Licensee has a financial interest or that has a financial interest in Licensee and that is derived from Licensee’s operation of its System to provide Telecommunication Services in the Service Area; and (ii) includes all revenue from charges for Telecommunications Services to subscribers and all charges for installation, removal, connection or reinstatement of equipment necessary for a subscriber to receive Telecommunication Services and any other receipts from subscribers derived from Licensee’s operation of the System to provide Telecommunications Services, including receipts from forfeited deposits, sale or rental of equipment to provide Telecommunications Services, late charges, interest and sale of program guides; and (iii) the use or lease, in whole or in part, of Licensee’s System located in Public Right-of-Way. Gross Revenue does not include: (i) any revenue not received by Licensee, even if billed, such as bad debt net of any recoveries of bad debt or any refunds, credits, allowances or discounts to subscribers to the extent that the refund, rebate, credit, allowance or discount is attributed to Telecommunication Services; and (ii), license fees, taxes or other fees or charges that Licensee collects and pays to any governmental authority; and (iii) any increase in the value of any stock, security or asset, or any dividends or other distributions made from any stock or securities.

"Hazardous Substances" means those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Laws and the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

"Interstate Telecommunications Services" means a telecommunications corporation that places underground or above ground facilities in the Public Rights-of-Way.

"License" means this non-exclusive authorization granted by the City to construct, operate, maintain, reconstruct, repair, and remove the System.

"Licensee" means Summit Infrastructure Group, LLC, an Arizona limited liability company with its principal place of business at 22365 Broderick Drive, Suite 250, Sterling, VA 20166, to which this License is granted.

"Licensor" means the City of Chandler, Arizona, a municipal corporation of the State of Arizona as represented by the City Council and acting through the City Manager or the City Manager’s designee.

"Pre-existing Environmental Condition" means the presence, emission, disposal, discharge, or release of any Hazardous Substance at, in, on, under, or about the System, however caused, existing prior to the placement of the System within the Public Rights-of-Way, whether the nature and extent of such contamination is known or unknown at the time.

"Provider" means a broadband internet access service provider that constructs, installs, operates, or maintains communications facilities in the Public Rights-of-Way.

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"Public Rights-of-Way" means all roads, streets, alleys, and all other dedicated public rights-of-way and public utility easements located within the City's corporate boundaries.

"System" means Licensee's infrastructure and communications facilities and equipment including, but not limited to, conduit, fiber optic cables, splice cases, manholes, hand holes, power pedestals and other related and associated facilities installed in the Public Rights-of-Way, and when specifically authorized by the City on other City-owned property, and which are used to provide Telecommunication Services and Interstate Telecommunication Services.

"Telecommunications" has the same meaning as defined in A.R.S. § 9-581(4), as amended.

"Telecommunications Corporation" has the same meaning as defined in A.R.S. § 9-581(5), as amended.

"Telecommunications Services" has the same meaning as defined in A.R.S. § 9-581(6), as amended.

SECTION 2. PERMISSION GRANTED

2.1. Grant. Subject to the provisions of this License, the Chandler City Charter, the Chandler City Code, and Arizona and federal law, the City grants to Licensee nonexclusive and revocable rights and nonexclusive and revocable privileges as set forth in this License to construct, install, operate, and maintain its System in the Public Rights-of-Way and on other City-owned property.

2.1.1 At any time during the term of this License, Licensee may apply to the City for encroachment permits that set forth the specific location of Licensee's System, fees (if any) for the specific location, and other terms and conditions. The City may approve, deny, or conditionally approve Licensee's encroachment permit application based on the following but not exclusive reasons: (i) availability of space at the location sought by Licensee; (ii) public health, safety, and welfare; and (iii) other considerations in accordance with the City Code, applicable construction regulations, and other applicable law.

2.1.2 Subject to the permission of the affected property owner, this License also authorizes Licensee to place its System on property owned by third parties, such as an electric utility company or other private property owners. Provided; however, the System installed or constructed by Licensee on the private property satisfies applicable Rights-of-Way Construction regulations and is installed underground in accordance with applicable law including Section 47-4 of the Chandler City Code. Upon request from the City, Licensee must promptly furnish to the City documentation of the third party's permission. By executing this License, the City does not waive any rights that City may have against any public utility or other third party to require such owners to obtain the City's prior approval for such uses of their property or facilities, or that revenues received by any public utility or other property owner from Licensee be included in the computation of the use fees owed by such parties to the City. Nothing contained in this paragraph or in this License authorizes Licensee to enter into an agreement with any third party that results in new aerial attachments or aerial overlash of existing plant whether owned or leased from a third party. Licensee's attachment of facilities or equipment must be accomplished through existing infrastructure, and which results in no aerial overlash of existing infrastructure.

2.1.3 No component or part of Licensee's System may be installed, constructed, located on, or attached to any property within the City until Licensee has applied for and received approval for an encroachment permit under Chapter 46 of the Chandler City Code. Additionally, Licensee must comply with all other provisions of the Chandler City Code including, but not limited to, Chapter 35 related to zoning, Chapter 47 related to off-site construction, and other applicable City regulations.

Any right or privilege claimed under this License by Licensee for any use in the Public Rights-of-Way and on other City-owned property is subordinate to any City prior or subsequent lawful occupancy or use or any other governmental entity and is subordinate to any prior easements. Provided; however, nothing in this License extinguishes or otherwise interferes with the Parties' property rights established independently of this License.

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2.1.4 Nothing in this License will be construed to prevent the City from abandoning, altering, improving, repairing, or maintaining the City's facilities in the Public Rights-of-Way, and for any or more of such purposes or any other lawful purpose requiring Licensee, at Licensee's expense and no expense to the City, to remove, relocate, or abandon in place Licensee's System to accommodate the City's projects and activities. The City will not be liable for Licensee's lost revenues, however caused, due to any City activity or project in the Public Rights-of-Way, when such costs or lost revenues result from the construction, operation, or maintenance of City facilities and any other lawful project or activity in the Public Rights-of-Way. Provided; however, the City's activities and projects that result in such costs or lost revenues to Licensee are conducted in accordance with applicable laws and regulations.

2.2 Description of the Services, System, and its Construction.

2.2.1 Licensee uses its System to provide Communication Services, which may include a high-speed fiber network offering broadband internet to residential and commercial customers throughout the City of Chandler. Licensee represents and warrants that Licensee does not provide services that are considered multichannel video programming services, video services provided by an open video system, cable television, or video services.

2.2.2 Licensee acknowledges, represents, warrants, and agrees that: (i) if a CC&N or other authorization is required by law for certain services, Licensee agrees that it will not provide these services under this License until Licensee receives the proper authorization; (ii) if Licensee obtains a CC&N or other legal authorization during the term of this License, Licensee will furnish a copy of any legal authorization to City as provided in this License within 30 days of receipt; and (iii) Licensee will indemnify, defend, save, and hold harmless the City as provided in this License and assume all liability and risk for Licensee's failure to possess the proper legal authorization to provide some or all of the services under this License.

2.2.3 As part of Licensee's authorized System, Licensee may install empty conduit and dark fiber within the Public Rights-of-Way or on other City-owned property.

2.2.4 Licensee must obtain the proper and necessary encroachment permit before Licensee begins any work or construction in the Public Rights-of-Way or on other City-owned property.

2.2.5 Unless otherwise required by applicable law, Licensee's must install and construct Licensee's System underground by trenching or boring conduit along with surface mounted hand holes for access to the fiber for splicing. This license permits Licensee's construction of its System within the Public Rights-of-Way or on other City-owned property. It is the Parties' intent that the Parties will work to minimize inconvenience to Chandler residents other Public Rights-of-Way users. Before Licensee installs the System, Licensee must submit specifications for proposed manholes and pull boxes to the City for approval, which approval the City will not unreasonably delay or withhold. All work on Licensee's System must comply with the Uniform Standard Specifications for Public Works Construction sponsored and distributed by the Maricopa Association of Governments as amended (hereinafter referred to as "MAG Specs"), the City supplements to MAG Specs, all lawful and reasonable requirements of the City Utility Manual and must follow and comply with industry best practices and standards. As required by City specifications, all of Licensee's conduits must be placed outside of the Public Rights-of-Way or on other City-owned property wherever and whenever possible except as otherwise allowed by Microtrenching (defined below) standards approved by the City. Provided; however, Licensee must build the System in accordance with plans approved by the City.

2.2.6 Any changes to the System must be approved in writing by the City Engineer's designee, which approval will not be unreasonably withheld or delayed.

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2.2.7 Licensee shall retain an independent testing company, approved by City in its reasonable discretion without undue condition or delay, to test all materials that will be used to remediate City and third-party facilities, and which are subject to materials testing pursuant to MAG Specs and the City supplements to MAG Specs. All testing results must be sent to the City within 3 business days of Licensee's possession or knowledge of the results.

2.2.8 Licensee's installation of the System must be reasonably coordinated with other utilities and the City to accommodate opportunities for common installation along with Licensee's project as set forth in this License. In accordance with applicable law, all installations must be located underground and in conduit as reasonably approved by the City Engineer. Provided; however, nothing in this License requires Licensee to incur any material additional expense to accommodate common installations. The provisions relating to material additional expense in the foregoing sentence relate only to coordinated common installations and are not applicable to any other section of this License.

2.2.9 Licensee must install the System according to City approved details, standards, and requirements. Licensee may install portions of the System in trenches that are shallower or narrower than the City's preferred standards in areas of the City as allowed by the City Engineer and if Licensee's installation complies with City-approved microtrenching details, standards, and requirements (collectively "Microtrenching"). Licensee acknowledges, accepts, and agrees that the City will not be liable for any damage or harm caused by the City, its employees, officers, officials, agents, representatives, and contractors to any portion of Licensee's System installed using Microtrenching.

2.3 Location of the System.

2.3.1 At the time of proposed construction, Licensee must submit an encroachment permit application(s) together with the details, plans, and specifications for the City's review and approval, and pay all applicable application, review, and inspection fees before all construction work is performed under the rights and privileges granted under this License. This work includes but is not limited to the installation, operation, maintenance, and location of all the System. The proposed locations of Licensee's planned installation of its System including related facilities or equipment is depicted on the map attached and made a part of this License as Exhibit A ("Service Area"). The System must be depicted more specifically on engineering drawings provided to the City as part of the encroachment permit process and must be updated annually on the anniversary date of this License in accordance with section 4.2.5. Proposed locations of the System that are part of any encroachment permit(s) must also be made a part of a general depiction of Licensee's System in Exhibit A and must be updated at the time of License renewal or amendment.

2.3.2 Although the exact placement and location of Licensee's System will be determined by the City through the Encroachment Permit process, Licensee has expressed its intent and the City has expressed its desire to have the System installed outside of the paved street areas whenever such location is feasible and reasonable. Further, it is the intent and desire of both Parties that when it is necessary for the System to intersect City streets or be placed under paved areas, Licensee must use directional boring unless a deviation is authorized by the City Engineer.

2.3.3 If Licensee desires to change the location of any of the System, including any related facilities or equipment, from the location depicted in initial encroachment permit application(s), Licensee must submit revised plans to apply for and obtain approval for an amendment to the encroachment permit, prior to installation and construction of the facilities or equipment.

SECTION 3. SCOPE

3.1 Licensing Requirements. This License satisfies the licensing requirements of, and is in accordance with, the provisions of Chapter 46 of the Chandler City Code.

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3.2 Use of Licensee's System by Others. This License authorizes Licensee in its ordinary course of business: (i) to lease to or contract with others for use of all or part of the System, except to aerial overlash, attach to poles and/or store aerial fiber for purposes of leasing or contracting with others for use of all or part of the system, and (ii) to sell and transfer dark fibers, conduit, or any other facilities that are parts of the System to others that have an agreement, franchise, or other licenses with the City to use the Public Rights-of-Way and on other City-owned property. Under Section 3.2(ii), Licensee must first provide written notice to the City of the identity of the proposed user or purchaser and a description of the proposed use or sale arrangement as provided in A.R.S. § 9-583(D). In the event the lease or agreement provides for the other entity to construct, install, operate, or maintain any of Licensee's System, no such arrangement may proceed until the other entity enters a License with the City for use of the Public Rights-of-Way.

3.2.1 Licensee may not allow third parties to use its System for any use that Licensee itself does not have the authority under this License.

3.2.2 Licensee may enter into agreements with third-party Communications Corporations in the ordinary course of business for the resale of Communications Services. Such agreements ("User Contracts") are subject to all requirements and provisions of this License.

3.3 Co-location. Licensee's installation of the System must be reasonably coordinated with other utility providers authorized by the City to have facilities in the City's right-of-way and the City to accommodate reasonably requested opportunities for common installation along with Licensee's project as set forth in this License. All installations must be located as approved by the City Engineer.

3.4 Compliance with Laws.

3.4.1 Licensee must comply with all applicable laws as amended from time to time including but not limited to, the Chandler City Code, the Chandler Charter, and Arizona and federal law in the exercise and performance of its rights and obligations under this License. If it is necessary for Licensee to comply with any law or regulation of the FCC or the Arizona Corporation Commission ("ACC") to engage in the business activities anticipated by this License, Licensee must comply with such laws or regulations as a condition precedent to exercising any rights granted by this License. Provided; however, no such law or regulation of the FCC or ACC may enlarge or modify any of the rights or duties granted by this License without a written modification to this License.

3.4.2 To the extent that Licensee uses the Public Rights-of-Way or other City-owned property to provide services other than intrastate calls through System, the use of the Public Rights-of-Way or other City-owned property is subject to the terms and conditions of this License and any applicable permits and laws.

3.5 Reports.

3.5.1 Upon request, Licensee will provide to City copies of any non-confidential communications and reports submitted by Licensee to the FCC or any other federal or state regulatory commission or agency with jurisdiction into any matters that directly affect this License.

3.5.2 In addition to the reports required in Section 4.2.3 of this License, upon City's request, Licensee will provide City with regular reports, as needed, to establish Licensee's compliance with the various requirements, fees, and other provisions of this License.

3.6 Non-Interference.

3.6.1 Licensee's System must be constructed, installed, operated, and maintained to interfere as little as possible with traffic or other authorized uses over, under, or through the Public Rights-of-Way and on other City-owned property. All phases of permitting, construction, traffic control, backfilling, compaction and paving, and the location or relocation of the System are subject to the City's jurisdiction as described in MAG, City supplements to MAG, and the City of Chandler Utility Manual. Licensee must keep accurate construction and installation records of the location of all its System and facilities, both

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aboveground and underground within the City and furnish them to City within sixty (60) days of installation. Licensee must furnish such information in an electronic format compatible with the then current City electronic format.

3.6.2 Licensee must locate and relocate, at its own expense, any facilities, equipment, or other encroachment installed or maintained in, on, or under the Public Rights-of-Way and on other City-owned Property as may be necessary to facilitate any public purpose or any City project or activity whenever directed to do so by City in writing on a non-discriminatory basis. Such relocations must be accomplished in accordance with the directions from City including the City's construction schedule and made under the same terms and conditions as the initial installation allowed pursuant to this License and encroachment permit. Licensee must reimburse the City for any direct or indirect damages incurred by the City because of delays in locations or relocations as required by this paragraph if caused by Licensee's negligence, willful misconduct, or undue delay.

3.6.3 Licensee agrees to obtain permits as required by this License prior to removing, abandoning, relocating, or repair of any portion of its System in the Public Rights-of-Way and on other City-owned property. Notwithstanding the foregoing, City understands and acknowledges there may be instances when Licensee is required to make repairs that are of an emergency nature or in connection with an unscheduled disruption of the System. Licensee will maintain any annual permits required by the City for such repairs. Licensee will notify City, if practicable, before the repairs and will apply for and obtain the necessary permits the next business day after the repairs are initiated.

SECTION 4. FEES, CHARGES, LETTER OF CREDIT, SECURITY FUND, DAMAGE TO THE PUBLIC RIGHTS-OF-WAY AND OTHER CITY-OWNED PROPERTY

Licensee will be solely responsible for the payment of all fees and charges in connection with Licensee's performance under this License, including those set forth below.

4.1 Application Fee. Licensee must pay the City a fee in the amount of $3,000.00 to process the application for this License before approval of this License is submitted to the City Council.

4.2 Annual Fee. Licensee must pay an annual fee to use the Public Rights-of-Way and other City-owned property under the terms and conditions of this License and as calculated under this section (collectively "Annual Fee").

4.2.1 The City will assess, and Licensee must pay, any Annual Fee in accordance with A.R.S. §§ 9-582-583. Licensee bears the burden to show Licensee's payment of any Annual Fee is not required under A.R.S. §§ 9-582-583. Licensee must pay all taxes on intrastate telecommunications services as provided by applicable law and Licensee must pay any Annual Fee as provided in this License for the portions of Licensee's System that are not excluded under A.R.S. §§ 9-582-583.

4.2.2 If Licensee's System carries interstate traffic between and among Licensee's interstate points of presence or leases its dark fiber to another carrier for purposes of carrying interstate traffic between and among that telecommunications corporation's interstate points of presence, Licensee must pay the lesser amount of: (i) $2.65 (for calendar year 2024) per linear foot for trench located in the Public Rights-of-Way or on other City-owned property; or (ii) two percent (2%) of Gross Revenue for such use. City may, but is not obliged to, accept in-kind consideration in lieu of the Annual Fee if offered by Licensee.

4.2.3 If Licensee's System carries interstate traffic between and among Licensee's interstate points of presence or leases its dark fiber to any entity not included in Section 4.2.2 of this License, Licensee must pay the lesser amount of: (i) $2.65 (for calendar year 2024) per linear foot for trench located in the Public Rights-of-Way or on other City-owned property; or (ii) two percent (2%) of Gross Revenue for such use.

4.2.4 If Licensee places empty conduit in the Public Rights-of-Way or on other City-owned property for services other than those listed in Section 4.2.1, Licensee must pay the lesser amount of: (i) $2.65

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(for calendar year 2024) per linear foot for trench located in the Public Rights-of-Way or on other City-owned property; or (ii) two percent (2%) of Gross Revenue for such use.

4.2.5 On the annual anniversary of the Effective Date, Licensee will report to the City the amount of linear feet of trench, if any, or the amount of Gross Revenue, if any, subject to the Annual Fee under Sections 4.2.2, 4.2.3, or 4.2.4 permitted and installed in the Public Rights-of-Way or on other City-owned property. The Annual Fee for the coming year will be adopted as part of the annual fee schedule adopted by the City Council. If the Annual Fee is based on the amount of linear feet of trench located in Public Rights-of-Way or on City-owned property, the Annual Fee is calculated by multiplying the current annual per linear foot fee, as adjusted by annual CPI under section 4.2.7 for the year of payment, by the linear footage of trench permitted or installed in the Public Rights-of-Way or on other City-owned property. If the Annual Fee is based on Gross Revenue, Licensee will report the amount of Gross Revenue generated during the twelve (12) consecutive months prior to the anniversary date of the Effective Date and multiply this amount by two percent (2%). The Licensee must pay, and the City must receive, any Annual Fee that is due before the City will issue any new encroachment permits for additional facilities or equipment in the Public Rights-of-Way or other City-owned property.

4.2.6 In the event Licensee cancels or returns a permit and does not construct or install the System approved by such a permit, the fees Licensee previously paid for the respective permit may be applied as a credit to a future Annual License Fee or may be refunded to Licensee by City.

4.2.7 The Annual License Fee will be adjusted based on the percentage of change in the consumer price index ("CPI") for the previous twelve-month period. Any increase in the Annual License Fee will be referred to herein as the "Adjusted Fee." In no event may the Adjusted Fee be less than the Annual License Fee for the prior year. For purposes of this License, CPI is defined as the Western Region Consumer Price Index for All Urban Customers, All Items, as published by the Bureau of Labor Statistics (BLS), United States Department of Labor. Base period 1982-84 = 100. Adjusted Fees will be effective upon the next subsequent anniversary of the Effective Date. The change in CPI will be calculated based on the change in the CPI for the previous twelve-month period. The City will compute the Adjusted Fee as follows. The following example illustrates calculation of the change factor for a twelve-month period ending in January 2018.

CPI January 2018	258.638
CPI January 2017 (prior year)	250.814
Calculated change in CPI	258.638/250.814
Change in CPI	1.031 (rounded to nearest tenth) = 3.1%

If the BLS ceases publication of the specified CPI, City and Licensee may determine an agreeable inflation index that most clearly approximates the Western Region CPI for the remaining term of the License.

4.3 License to Use City's Freeway Ducts and Conduit. If Licensee wishes to occupy one (1) four-inch (4") conduit owned by the City within the duct bank underneath a freeway located within the City and which City controls, Licensee must pay the City $18,000 per year for the term of this License for this use. Licensee may use the conduit solely to install and operate the System authorized under the terms and conditions of this License. Licensee's payment for use of the duct is due on or before the Effective Date and each annual anniversary thereafter. Licensee's use of the City's Freeway conduit(s) must be reflected in Exhibit A.

4.4 In Kind. This License does not currently require any in-kind payment to City by Licensee. However, if Licensee has not paid any fees required under Section 4, the Parties may agree in writing to new in-kind payments to offset to any fees not paid by Licensee. This subsection imposes no obligation on the City to agree to offset any fees in this License or in any future License.

4.5 Failure to Pay. Licensee agrees that if it fails to pay the Annual Fee owed to the City by the time prescribed for

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payment, Licensee must pay interest on the amounts owed, at the rate of one percent (1%) per month.

4.6 Invoice and Payment Information:

4.6.1 The City will send invoices for fees and charges under this License to Licensee at the following address:

Summit Infrastructure Group, LLC
Attn: Jason Kaufman, VP of Business Development
22365 Broderick Drive, Suite 250
Sterling, VA 20166

Invoicing contact information:
Submit invoices to: jkaufman@summitig.com
Invoicing/Payment Questions: jkaufman@summitig.com

4.6.2 Licensee will send payment to the City under this License made payable to the "City of Chandler" at the following address:

City of Chandler
ATTN: Development Services
Mail Stop 403
P.O. Box 4008
Chandler, AZ 85244-4008
Phone: 480-782-3000
Email: tuf@chandleraz.gov

4.7 Taxes. Licensee must obtain any required business/sales tax licenses and pay any applicable City, county, and state transaction privilege and use tax. The Annual Fee must not be an offset to the transaction privilege tax due and owing by Licensee.

4.8 Permit Fees and Construction Costs. In addition to the fees and taxes set forth herein above, Licensee must pay those fees and charges for encroachment permit applications, inspection, testing, plan review, pavement damage fees, and any other fees adopted by City and applicable to persons doing work in the Public Rights-of-Way or on City-owned property. Additionally, if the City reasonably requires retaining outside inspectors or other persons to review and inspect Licensee's plans, specifications and construction of the System, Licensee must reimburse the City for its actual and documented costs incurred in connection therewith.

4.9 Letter of Credit or Cash Bond.

4.9.1 Amount; Purpose. Within thirty (30) Days after the Effective Date of this License, Licensee must deposit with the City one of the following: (i) an irrevocable letter of credit ("LOC") in the amount of $50,000 ("LOC"); or (ii) a cash bond in the amount of $50,000 ("Bond"). The form and substance of the LOC or Bond must comply with the form, terms, and conditions as attached in Exhibit "B". The LOC or Bond will be used to assure: (a) the faithful performance by Licensee of all provisions of this License; (b) compliance with all orders, permits, and directions of any City department having jurisdiction over Licensee's acts or defaults under this License; and (c) Licensee's payment of any penalties, liquidated damages, claims, liens, and taxes due to the City that arise by reason of the construction, operation, or maintenance of the System, including cost of removal or abandonment of any of Licensee's property. Licensee will not be required to replenish any draw down of the LOC or Bond during the term of this License, unless by mutual written agreement of the Parties.

4.9.2 Drawing on Letter of Credit. The LOC may be drawn upon by the City by presentation of a draft at sight on the lending institution, accompanied by a written certificate signed by the City Manager certifying that Licensee has failed to comply with this License, stating the nature of noncompliance, and stating the amount being drawn. The rights reserved to the City with respect to the letter of

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credit are in addition to all other rights of the City, whether reserved by this License or authorized by law, and no action proceeding against a letter of credit will affect any other right the City may have.

4.9.3 Drawing on Cash Bond. The Bond may be drawn upon by the City by presentation of written notice to Licensee as provided in this License, signed by the City Engineer certifying that Licensee has failed to comply with this License, stating the nature of noncompliance, and stating the amount being drawn. The rights reserved to the City with respect to the Bond are in addition to all other rights of the City, whether reserved by this License or authorized by law, and no action proceeding against the Bond will affect any other right the City may have.

4.10 Damage to Public Property. Whenever the installation, removal, or relocation of any of Licensee's System is required or permitted under this License, and such installation, removal, or relocation causes damage to Public Rights of Way or other City-owned property, Licensee at its sole cost and expense must promptly repair and return Public Property in which the System components are located to a safe and satisfactory condition in accordance with applicable laws, with provisions in the City of Chandler Utility Manual and the Maricopa Association of Governments (hereinafter referred to as "MAG") and the City's supplements to MAG, reasonably satisfactory to the City Engineer. If Licensee does not repair the Public Property as just described in a reasonable amount of time, then City shall have the option, upon fifteen (15) days prior written notice to Licensee, to perform or cause to be performed such reasonable and necessary work on behalf of Licensee and to charge Licensee for the actual documented costs incurred by the City at City's standard rates, plus an administrative fee of fifteen percent (15%). Upon the receipt of a demand for payment accompanied by explanation of cost and fees incurred by City, Licensee must, within forty-five (45) days, reimburse City for such costs. For any pavement cuts by Licensee, Licensee agrees to restore the pavement and to reimburse the City for all costs arising from the reduction in the service life of any public road, in accordance with the provisions of Chapter 46 of the Chandler City Code and the fees established by the City pursuant thereto. Licensee agrees to pay within forty-five (45) days from the date of issuance of an invoice and explanation of costs and fees from City.

SECTION 5. TERM OF LICENSE

The term of this License and duration of the rights, privileges, and authorizations granted hereunder will be for five (5) years from the Effective Date. The term will automatically renew for three (3) additional five-year terms for a total term of twenty (20) years unless either Party provides the other Party with prior written notice of its intent not to renew no less than six (6) months prior to the end of the then current term.

SECTION 6. ACCEPTANCE AND EFFECTIVE DATE

6.1 Written Acceptance. Licensee's execution of this License constitutes Licensee's acceptance of the License as granted and Licensee's agreement to be bound by and to comply with and to do everything, which is required of the Licensee by this License. Licensee's signature must be acknowledged before a notary public. This License is effective upon execution by both Parties.

6.2 Validity of License. Licensee must acknowledge that as a condition of acceptance of this License, Licensee was required to be represented throughout the negotiations of the License by its own attorneys and Licensee had the opportunity to consult with its own attorneys about its rights and obligations regarding the License. Licensee has reviewed City's authority to execute and enforce this License and has reviewed all applicable law, both federal and state, and, after considering same, Licensee acknowledges and accepts the right and authority of City to execute this License, to issue this License and to enforce the terms herein.

SECTION 7. INSURANCE AND INDEMNITY

7.1 Insurance Responsibility. During the entire term of this License, Licensee must insure its activities and must provide insurance and indemnification as follows. Licensee must procure and maintain, and must cause its contractors to procure and maintain as provided in Section 7.7 below, until all their respective obligations have been discharged, insurance against claims for injury to persons or damage to property that may arise from or in connection with Licensee's obligations under this License and Licensee's activities including, but not limited to, the installation, construction, relocation, removal, repair, operation, and maintenance of the System by Licensee, its agents,

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representatives, employees, or contractors. The insurance requirements herein are minimum requirements for this License and in no way limit the indemnity covenants contained in this License. The City in no way warrants that the minimum limits contained herein are sufficient to protect Licensee from liabilities that might arise out of this License by Licensee, its agents, representatives, employees or contractors, and Licensee is free to purchase such additional insurance as may be determined necessary.

7.2 Minimum Scope and Limits of Insurance: Licensee must provide coverage with limits of liability not less than those stated below.

7.2.1 Commercial General Liability – Occurrence Form

Said insurance must also include coverage for products completed operations, independent contractors, personal injury, property damage, and advertising injury.

Products – Completed Operations Aggregate	$10,000,000
Each Occurrence	$10,000,000

Licensee is allowed to satisfy the policy limits herein through an Umbrella/Excess policy. The policy must be endorsed to include the following additional insured language: "The City of Chandler, its agents, representatives, officers, directors, officials, employees, and volunteers must be named as an additional insured with respect to liability arising out of the activities performed by Licensee." This endorsement may not contain an exclusion or limitation of completed operations coverage as regards the additional insured except with respect to the stated aggregate limits of liability. The policy may not exclude the explosion/collapse/underground ("xcu") hazard.

7.2.2 Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of work under this License.

Combined Single Limit (CSL)	$1,000,000

The policy must contain an "MCS-90" endorsement providing for clean-up of pollution conditions arising from transported product, if the work performed under the License requires the transportation of any Hazardous Substances by motor vehicle. The policy must also be endorsed to include the following additional insured language: "The City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers must be named as an additional insured with respect to liability arising out of the activities performed by Licensee, including automobiles owned, leased, hired, or borrowed by Licensee ".

7.2.3 Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

Policy must contain a waiver of subrogation against the City of Chandler.

7.2.4. Pollution Liability:

Per Occurrence	$5,000,000
Annual Aggregate	$5,000,000

The policy must be endorsed to include the following additional insured language: "The City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers must be named as

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an additional insured with respect to liability arising out of the activities performed by Licensee."

The policy must include coverage for: (a) cleanup of sudden or accidental pollution conditions arising from the System, as defined in the License; (b) cleanup of new conditions arising from Licensee's operations and use of Public Rights-of-Way or City-owned property under this License and third-party claims for on and off-site bodily injury and property damage.

Licensee warrants that any retroactive date under the policy must precede the Effective Date of this License; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this License is completed.

7.3 Additional Insurance Requirements: The policies must contain, or be endorsed to contain, the following provisions: Licensee's insurance coverage must be primary insurance and non-contributory with respect to the obligations that Licensee has undertaken under this License. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, volunteers, and employees, for losses arising from work performed by the Licensee under this License.

7.4 Notice of Cancellation: Each insurance policy required by the insurance provisions of this License must provide the required coverage and must not be canceled or materially changed except after thirty (30) days prior written notice has been given to the City. Such notice must be sent directly to the addresses listed below and must be sent by certified mail, return receipt requested:

City of Chandler
Attention: Development Services Department
P.O. Box 4008, Mail Stop 405
Chandler, Arizona 85244-4008
Phone: (480) 782-3000
Email: tuf@chandleraz.gov

With a copy to:

Office of the City Attorney
Attention: Risk Management
175 South Arizona Avenue
P.O. Box 4008 Mail Stop 602
Chandler, Arizona 85244-4008
Phone: (480) 782-4640
Fax: (480) 782-4652
Email: legal.notices@chandleraz.gov

7.5 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than A- VII. City in no way warrants that the above-required minimum insurer rating is sufficient to protect Licensee from potential insurer insolvency.

7.6 Verification of Coverage: Licensee must furnish City with certificates of insurance (ACORD form or equivalent approved by City) as required by this License. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this License must be in effect at or prior to commencement of work under this License and remain in effect for the duration of the License. Failure to maintain the insurance policies as required by this License or to provide evidence of renewal is a material breach of this License. All certificates required by this License must be sent directly to the City of Chandler Development Services Department with a copy to Risk Management as the addresses listed in Section 7.4. The License number and description are to be noted on the certificate of insurance. At City's request, Licensee must make certified copies of all insurance policies required by this Licensee available for City's review through a representative and at a location within Maricopa County, Arizona designated by Licensee.

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7.7 Contractors: Licensee's certificate(s) must include all contractors as additional insureds under its policies or contractors must maintain separate insurance as determined by Licensee and contractors must name City of Chandler as an additional insured, however, contractor's limits of liability must not be less than $1,000,000 per occurrence, $2,000,000 aggregate.

7.8 Approval: Any modification or variation from the insurance requirements in this License must have prior approval from the Office of the City Attorney, whose decision will be final. Such action will not require a formal contract amendment but may be made by administrative action.

7.9 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this License or any and all permits and until all obligations and performances under or related to this License are satisfied and all matters described in this paragraph are completely resolved, Licensee and all other persons using, acting, working, or claiming through or for Licensee (if they or their subcontractor, employee, or other person or entity hired or directed by them participated in any way in causing the claim in question) must jointly and severally indemnify, defend, and hold harmless City and all other Additional Insureds for, from, and against any and all claims or harm related to Licensee's use of the Public Rights-of-Way or other City-owned property or the rights granted to Licensee with respect to the Public Rights-of-Way or City-owned property or Licensee's exercise of its rights under this License (the "Indemnity"). Without limitation, the Indemnity must include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use, financial harm, or other impairment), damages, losses, expenses, penalties, fines, or other matters (together with all reasonable attorney fees, court costs, and the cost of appellate proceedings and all other costs and expenses of litigation or resolving the claim) that may arise in any manner out of Licensee's use of the Public Rights-of-Way or other City-owned property pursuant to this License or any and all Permits, or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this License by Licensee, including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents, or other persons upon or using the Public Rights-of-Way or other City-owned property or surrounding areas related to Licensee's exercise of its rights under this License, except to the extent caused by City or any other Additional Insured or anyone for whose mistakes, errors, omissions, or negligence City may be liable. Notwithstanding the foregoing, the Indemnity does not apply to: (i) Claims arising from the sole negligence or intentionally wrongful acts of City; or (ii) Claims that the law prohibits from being imposed upon the indemnitor.

7.10 Risk of Loss. Licensee assumes the risk of all loss, damage or claims related to Licensee's use of the Public Rights-of-Way or other City-owned property, Licensee or third parties throughout the term of this License and the term(s) of all permits. Licensee must be responsible for all damage to its property and equipment related to this License unless caused by the negligence of the City or its agents or contractors.

7.11 Insurance to be Provided by Others. Licensee must cause its contractors or other persons occupying, working on or about, or using the Public rights-of-Way or City-owned property under this License to be covered by their own or Licensee's insurance as required by this License. The required policy limits for commercial general liability insurance provided by such persons must be $1,000,000 for each occurrence, $1,000,000 for products and completed operations annual aggregate, and $2,000,000 general aggregate limit per policy year. This paragraph does not apply to persons who do not actually perform physical labor in the Public Rights-of-Way or on other City-owned property (such as Licensee's consulting design engineers).

SECTION 8. TRANSFER OF LICENSE

8.1 No Assignment Without Consent. This License and the related rights and privileges may not be assigned or otherwise transferred without the express written consent of the City by an ordinance or resolution passed by the Chandler City Council, which consent will not be unreasonably withheld, conditioned or delayed. Any license that is assigned or otherwise transferred pursuant to this Section must be equally subject to all the obligations and privileges of this License including any amendments, which will remain in effect, as if the assigned License was the original License.

8.2 No Sublicense Without Consent. The License must not be sublicensed , nor must any of the related rights or privileges be sublicensed pursuant to an assignment, sale or transfer, either in whole or in part, nor must title, either legal or equitable, or any right or property interest pass to or vest in any person other than Licensee, by act of the Licensee or

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operation of law, without the written consent of City, which consent will not be unreasonably withheld or delayed. Prior to any proposed sublicense as noted above becoming final, Licensee must seek the City's consent which will not be unreasonably withheld, conditioned, or delayed.

8.3 Notice to City. The approval of any change in ownership interest must include an assignment agreement signed by the assignee, Licensee, and City. Licensee must provide City a copy of the deed, license, mortgage, lease, or other written instrument evidencing such sale, transfer, or sublicense, certified, and sworn to as correct by the Licensee. Licensee must notify the City within 60 days of any change in mailing address.

8.4 Binding on Assignee. After assignment, this License, including any amendments, shall be binding on the assignee to the full extent that is binding upon Licensee.

8.5 Conditional Ownership. Nothing in this Section 8 prohibits a pledge, hypothecation, mortgage, delegation, security interest or similar instrument transferring conditional ownership of all or part of Licensee's assets to a lender or creditor in the ordinary course of business. In the event a lender assumes control of the assets and operation of Licensee, the lender may assume the rights and obligations of the Licensee. The Lender may not transfer or change control of the License without submitting the change to the City for approval. If the lender does continue operation on any basis at any time, the lender shall be subject to all provisions of the License. No later than three years after assumption of control by the lender, the lender must apply to the City for the right to continue assumption of control or to transfer the License. Application by the Lender for approval of assumption of control or transfer must be subject to consent by the Chandler City Council that may not be unreasonably denied or withheld. A "Lender" for the purposes of this License does not include a Licensee, person, or corporation, or other entities that operate cable television systems or fiber optics Communications systems as a principal or important business. This paragraph is intended to prohibit the intentional use of lending and/or foreclosure as a method for effecting change of control or transfer of the License without City Council review and approval.

8.6 Assignment and Sublicense Exceptions. Notwithstanding the foregoing, prior consent will not be required for (A) Licensee's provision of services to its customers using the System, or (B) any transfer to (1) any company which owns or controls, is owned or controlled by, or under common control with the Licensee; (2) to any successor in interest of Licensee's business operations in City in connection with any merger, acquisition, or similar transaction if Licensee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this License; or (3) to any purchaser of all or substantially all of Licensee's Network Facilities in the City if the purchaser has the resources and ability to fulfill the obligations of this License. Provided that, no such transfer will be valid unless:

8.6.1 The proposed transferee has read, accepts, and agrees to be bound by the terms of the License.

8.6.2 The proposed transferee assumes all obligations, liabilities, and responsibility pursuant to the License for the acts and omissions of Licensee, known and unknown, for all purposes, and agrees that the transfer will not permit it to take any position or exercise any right which Licensee could not have exercised; and

8.6.3 The transfer will not substantially diminish the financial resources available to the Licensee.

8.7 Assignment Description. Prior to executing such assignment described in this Section 8, Licensee and the proposed assignee must submit to the City a description of the nature of the transfer and submit complete information regarding the effect of the assignment and transfer on the direct and indirect ownership and control of the Licensee. Licensee may be required to pay a new application fee of $3,000 to cover the legal, administrative, and other expenses related to every assignment and transfer (other than the sale of publicly traded stock) or to any request for a consent to assign or transfer.

SECTION 9. NON-EXCLUSIVE RIGHTS

9.1 Non-Exclusive Rights. This grant is not exclusive, and nothing herein contained may be construed to prevent City from granting other like or similar grants or privileges to any other person, firm, or corporation, or to deny to or lessen the powers and privileges granted City under the Constitution and laws of the State of Arizona.

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9.2 Priority Rights. Any and all rights granted to Licensee under this License must be exercised at Licensee's sole cost and expense and are subject to the prior and continuing right of City to use all the Public Rights-of-Way and other City-owned property concurrently, with any other person or persons, and further will be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title that may affect the Public Rights-of-Way and on other City-owned property. Nothing in this License will be construed to grant, convey, create, or vest a perpetual real property interest in land to Licensee, including any fee or leasehold interest, easement, or any City franchise rights.

SECTION 10. PUBLIC SAFETY

10.1 Public Safety Violation. Licensee, its affiliates, agents, employees, contractors, successors, assigns, and representatives must comply with and perform each obligation required of Licensee as set forth in this License. Licensee's failure to cure a public safety event of default as described in this Section within five (5) business days from the date of notice from the City constitutes a public safety violation by Licensee.

10.2 Public Safety Events of Default. All agreements and permits issued to Licensee under this License are approved upon the condition that each of the following events will be deemed a "Public Safety Event of Default" for Licensee's failure to perform or satisfy the following material obligations:

10.2.1 Licensee's failure to comply with the traffic barricade manual or any other public health, safety, or welfare law or regulation authorized by or located in the Chandler City Code and that applies to Public Property.

10.2.2 Licensee's acts, errors, or omissions violate any term or condition of an encroachment permit issued to Licensee.

10.2.3 Licensee's failure to obtain the appropriate encroachment permit to perform work on Public Property.

10.3 City's Remedies for Licensee's Public Safety Violations. Upon the occurrence of any public safety violation or at any time thereafter, City may, at its option, exercise at Licensee's expense any or all or any combination of the following cumulative remedies in any order and repetitively at City's option: (i) revoke any or all encroachment permits due to Licensee's failure to cure a Public Safety Event of Default as set forth in Section 10.1. The City's revocation does not terminate Licensee's obligations arising during the time simultaneous with or prior to the revocation, and in no way terminates any of Licensee's liability related to any breach of this License; (ii) pay or perform, for Licensee's account, in Licensee's name, and at Licensee's expense, any or all payments or performances required to be paid or performed by Licensee (iii) abate at Licensee's expense any violation of the encroachment permit; (iv) notwithstanding anything under this License to the contrary, unilaterally and without Licensee's or any other person's consent or approval, draw upon, withdraw or otherwise realize upon or obtain the value of any letter of credit, escrowed funds, insurance policies, or other deposits, sureties, bonds, or other funds or security held by City or pledged or otherwise obligated to City by Licensee or by any third party (whether or not specifically mentioned herein) and use the proceeds for any remedy permitted by this License; (v) assert, exercise, or otherwise pursue at Licensee's expense, any and all other rights or remedies, legal or equitable, to which City may be entitled, subject only to the limitation set out below on City's ability to collect money damages in light of the Violation Use Fee; and (vii) impose civil sanctions for public safety violations as provided in this License.

10.4 Violation Use Fee. In lieu of certain money damages (the "Inconvenience Costs") set out below, the following use fees apply to Licensee's public safety violation (the "Violation Fee Provisions"): (i) The Inconvenience Costs are the money damages that City suffers in the form of administrative cost and inconvenience, disharmony among competing users, and general inconvenience in the use of Public Rights-of-Way by City, competing users, and the public when Licensee fails to comply with the Violation Fee Provisions; and (ii) Licensee's failure to comply with Violation Fee Provisions will result in Inconvenience Costs in an amount that is and will be impracticable to determine. Therefore, the Parties have agreed that, in lieu of Licensee paying to City as damages the actual amount of the Inconvenience Costs for violating the Violation Fee Provisions, Licensee must pay the following Violation Use Fees. The City may elect to draw upon the letter of credit or cash bond (as appropriate) to collect the Violation Use Fee. For continuing violations within a 24-hour period, each calendar day is considered a separate period for purposes of recovery of violation use fees. The Violation Fee Provisions and the amount of the Violation Use Fee per day or part thereof are as follows:

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Use fee per day	Violation Use Fee Description
$600	Licensee's failure to properly restore Public Property within five (5) business days after notice, or timely perform work within five (5) business days after notice, or to correct related violations of specifications, code, ordinance, or standards within five (5) business days after notice.
$500	Three or more public safety violations by Licensee within 90 consecutive days.
$250	Licensee's failure to make Licensee's books and records available as required by this License or one or more public safety violations by Licensee within 30 consecutive days.

A Violation Use Fee is only intended to remedy inconvenience costs that City suffers because of Licensee's public safety violations. Licensee's payment of Violation Use Fee does not in any way excuse any breach by Licensee of this License or limit in any way City's rights and interests in any other legal or equitable remedy provided by this License or otherwise for such public safety violation. For example, Licensee's obligation to pay Violation Use Fee does not in any way satisfy Licensee's indemnity and insurance obligations under this License, which apply according to their terms in addition to Licensee's obligation to pay Violation Use Fee.

10.5 Enforcement of Violation Use Fees: Appeal. The City Manager is authorized to issue notices of violation of this License and may take those measures necessary to promote, preserve, and protect public health, safety, and welfare within the Public Rights-of-Way and City-owned property through Violation Use Fees. The City Manager will issue a warning for the first violation by a Licensee under this section. The City Manager will issue notice to the Licensee as listed in Section 14.16. If the City determines that Licensee is liable for a Violation Use Fee, the City will issue to Licensee a notice of City's assessment of a Violation Use Fee to Licensee as provided in Section 14.16. The notice will set forth the nature of the violation and the amount of the assessment. Licensee must pay the Violation Use Fee within ten days of the date of the City's notice or may appeal the notice of violation as provided in Chandler City Code § 1-7.

10.6 Public Safety Violations; Civil Sanctions. In addition to imposing a Violation Use Fee, the City Manager is authorized to issue notices of violation of this License, prosecute such violations as provided in Chandler City Code sec.1-8, and may take those measures necessary to promote, preserve, and protect public health, safety, and welfare within the Public Rights-of-Way and City-owned property. The City Manager will issue a warning for the first violation by a Licensee under this section. The City Manager will issue notice to the Licensee as listed in Section 14.16.

10.7 Failure to Pay Civil Sanction. Failure of a party to pay a civil sanction upon final adjudication of the civil action as provided by law may result in the automatic termination of this License and any such party may be prohibited from obtaining additional licenses or permits until all outstanding civil sanctions have been dismissed or paid in full.

10.8 Non-waiver. Licensee acknowledges Licensee's unconditional obligation to comply with this License. No failure by City to demand any performance required of Licensee under this License, and no acceptance by City of any imperfect or partial performances under this License, will excuse such performance or impair in any way City's ability to insist, prospectively and retroactively, upon full compliance with these terms and conditions. No acceptance by City of payments or other performances hereunder will be deemed a compromise or settlement of any right City may have for additional, different, or further payments or performances as provided for in these terms and conditions. Any waiver by City of any breach of condition or covenant herein contained to be kept and performed by Licensee will not be deemed or considered as a continuing waiver and will not operate to bar or otherwise prevent City from declaring a default for any breach or succeeding or continuing breach either of the same condition or covenant or otherwise. No statement, bill, or notice by City or Licensee concerning payments or other performances due hereunder, or failure by City to demand any performance hereunder, will excuse Licensee from compliance with its obligations nor estop City (or otherwise impair City's ability) to, at any time, correct such notice and/or insist prospectively and retroactively upon full compliance with this License. No waiver of any description (including any waiver of this sentence or paragraph) will be effective against City unless made in writing by a duly authorized representative of City specifically identifying the particular provision being waived and specifically stating the scope of the waiver.

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10.9 Reimbursement of City's Expenses. Licensee must pay to City within 45 days after City's demand all amounts expended or incurred by City in performing Licensee's obligations (upon Licensee's failure to perform the same after notice from City) together with interest thereon at the rate of 1% per annum from the date expended or incurred by City.

SECTION 11. ABANDONMENT

11.1 Abandonment; Removal of Facilities. In the event that the use of a substantial part of any of the System is discontinued for any reason for a continuous period of two (2) years for reasons other than Force Majeure, or in the event such System or property has been installed in any Public Rights-of-Way or other City-owned property without complying with the requirements of this License, or this License has terminated or been revoked, Licensee must promptly, upon being given 60 days' notice from the City, begin removal of the System and related appurtenances from the Public Rights-of-Way and other City-owned property other than such underground facilities which the City may permit to be abandoned in place. In the event of such removal, Licensee must promptly restore the Public Rights-of-Way and other City-owned property or other area from which such property has been removed to a condition satisfactory to the City subject to the City's customary practice to review upon request of Licensee. As a minimum, Licensee must restore the Public Rights-of-Way and other City-owned property to a condition as existed prior to the removal of the structure or property.

11.2 Permanent Abandonment. The System and any other property of Licensee remaining in the Public Rights-of-Way and other City-owned property without the consent of the City 180 days after the revocation of the License will be at the option of the City considered permanently abandoned. Any Licensee property permitted to be abandoned in place will be abandoned consistent with C.C.C. §§ 46-2.9, 46-8.12(K), the Utility Permit Manual, Transportation and Development Policy TDP-275, and any other applicable law.

SECTION 12. LICENSE REVOCATION, ALTERATION, SUSPENSION

In addition to the remedies set forth in Section 10, the City may revoke, alter, or suspend this License as follows.

12.1 License Events of Default. In addition to the remedies listed in C.C.C. chapter 46 and subject to these terms and conditions, this License may, after City Council consideration, be revoked, altered, or suspended by the City as the City deems necessary for any of the following events of default following the cure period specified in Section 12.2: (i) Licensee's failure to maintain any faithful insurance coverage, or pay any fees or taxes due and owing as required under this License; (ii) Licensee's failure to comply with an applicable law, rule, or regulation related to the System, this License, or as required by the appropriate regulatory authority; (iii) fraud by Licensee, in its conduct or relations under this License; (iv) Licensee's willful or grossly negligent violation of this License; (v) Licensee's failure to comply with any federal, state, local, or administrative order, law, permit, regulation, or consent decree as such may apply to Licensee's activities and services as contemplated in this License; (vi) permanent or temporary suspension of Licensee's services for a period of 180 or greater consecutive calendar days by the United States or the State of Arizona for any authorizations legally required for Licensee to own, operate, maintain, or construct the System; (vii) If Licensee is the subject of a voluntary or involuntary bankruptcy, receivership, insolvency, or similar proceeding or if any assignment of any of Licensee's property is made for the benefit of creditors or if Licensee is not regularly paying its debts as they come due; (viii) If City incurs any liability, obligation, damage, cost, expense, or other claim of any description for which is not liable and for which Licensee is obligated pursuant to this License to indemnify, defend, and hold harmless the City, unless Licensee gives prompt statement or notice to City of Licensee's commitment to indemnify, defend, and hold City harmless against such claim and Licensee does in fact promptly commence and continue to indemnify, defend, and hold City harmless against such claim to the extent required under this License, unless Licensee believes in good faith that it is not obligated to indemnify, defend and hold the City harmless; and (ix) Licensee is found liable under Section 10 for five (5) public safety violations within a period of twelve (12) consecutive months.

12.2 Additional Cure Period. Due to the gravity of the license events of default listed in Section "12.1", Licensee is provided additional time (when compared to Section 10) to cure these events of default. If any of the foregoing events in Section "12.1" occur, Licensee must cure the default within 60 days after receipt of notice from the City. Licensee will be held in material breach under this Section "12": (i) if Licensee fails to cure the license event of default listed in Section "12.1" within 60 days after notice from the City; or (ii) if a license event of a default listed in

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Section “12.1” cannot be cured within 60 days after notice from the City and Licensee fails to begin and diligently pursue to cure the default.

12.3 City Determination; City Council Consideration. If Licensee is held in material breach as provided in Section “12.2”, the City will notify Licensee as provided in Section 14.16 of the City’s determination to terminate, postpone for a period, or proceed with the revocation, alteration, or suspension of this License. As part of this determination, the City will state the principal reasons that support the City’s determination. Licensee may appeal the City’s determination as provided in Chandler City Code sec.1-7 within (10) ten business days from the date of the determination. If Licensee fails to timely appeal the City’s determination or if Licensee’s appeal fails, the City may proceed to terminate, postpone for a period, or proceed with the revocation, alteration, or suspension of this License by presenting this matter to the Chandler City Council for consideration at the Council’s next regularly scheduled Council meeting. The City will send a written statement of proposed action by certified U.S. mail, return receipt requested, to Licensee as provided in Section 14.16. The written statement of proposed action must include the date and time of the City Council meeting and the principal reasons for the proposed action. The City Council may take any final action the Council deems necessary and prudent related to this License. Licensee will retain all legal remedies should it choose to contest the City’s proposed action.

12.4 Removal of Facilities. Upon revocation of this License, the City may declare a forfeiture, whereupon all rights and privileges of Licensee under this License will immediately be divested without a further act upon the part of Licensee, and Licensee must remove its structures or property from the Public Rights-of-Way and other City-owned property and restore the Public Rights-of-Way and other City-owned property to the condition as existed prior to the removal of the structure or property. Upon Licensee’s failure to do so within six months of revocation, the City may perform the work and collect the City’s cost from Licensee. At the City’s option, Licensee may abandon structures or property in place as provided in this License. At a minimum, the Public Rights-of- Way and other City-owned property must be restored to a condition as existed before the removal of the structures or property.

SECTION 13. EFFECT OF EXPIRATION, REVOCATION, OR TERMINATION OF LICENSE

13.1 Services. Upon expiration, revocation, or termination of this License for any reason, Licensee may enter good-faith negotiations with the City or other governmental authority for a period of 180 days from the date of expiration, revocation, or termination to obtain a license, permit, or other approval or agreement that may be lawfully required to allow Licensee to continue use of the Public Rights-of-Way and other City-owned property.

13.2 Holding Over. In any circumstance whereby Licensee continues to occupy the Public Rights-of-Way and other City-owned property after the expiration of this License, the Licensee’s hold over operates as a renewal or extension of this License on a month-to-month basis that may be terminated at any time by the City upon 60 days' written notice to Licensee, or by Licensee upon 60 days' written notice to the City.

SECTION 14. GENERAL CONDITIONS

14.1 License Administrator and Enforcement. In all matters of License administration, the City Manager has authority to determine Licensee’s compliance with the terms and provisions of the License, and in the event of non-compliance, to exercise any or all the remedies included in this License.

14.2 Right of Inspection of Construction. The City may inspect all construction or installation work performed subject to the provisions of this License and to make such tests as it deems necessary to ensure compliance with the terms of this License and other pertinent provisions of law.

14.3 Right of Intervention. The City may intervene in any suit or proceeding related to or arising out of this License to which Licensee is party, and Licensee may not oppose such intervention by the City.

14.4 Public Records Acknowledgment. Notwithstanding any provision in this License, Licensee acknowledges and understands that the City is a political subdivision of the State of Arizona and is subject to the disclosure requirements of Arizona’s Public Records Law (A.R.S. §§ 39-121 et seq.).

14.5 Permission of Property Owner Required. This License does not convey the right to install any part of

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Licensee's System on private property.

14.6 Compliance With Laws. Licensee must comply with all federal, state, and City ordinances, resolutions, rules, and regulations related to the rights and duties granted Licensee under this License.

14.7 Reserved.

14.8 Non-Enforcement by the City. Licensee will not be relieved of its obligation to comply with any of the provisions of this License by reason of the City's failure to insist upon or to seek compliance with any term and condition.

14.9 License Documents. Licensee must submit to the City the LOC or Bond and insurance certificates as required by the License within 90 days of the Effective Date. The License granted is not legally operative until all of Licensee's requirements in this Section are completed. In the event Licensee does not timely satisfy these, this License will be deemed null and void unless Licensee's period to comply is extended by the Council.

14.10 Survival of Warranties. Licensee's representations and warranties made as part of the grant of this License, or any permit issued under this License survive termination or revocation of this License.

14.11 Hazardous Substances. Licensee will, at its own cost, be responsible for proper investigation and management of all Hazardous Substances under its control, including Hazardous Substances Licensee uses, generates, or disposes of, and must comply with all Environmental Laws to carry out its obligations under this License. In the event Licensee releases to the environment Hazardous Substances under its control, to the extent that a governmental agency with jurisdiction requires reporting, investigation, cleanup, or remedial measures to be taken, Licensee must, at its sole cost and expense, promptly undertake such required actions. If Licensee discovers a Pre-existing Environmental Condition, Licensee will immediately notify the City in writing as provided in Section 14.16.

14.12 Right of Cancellation. Licensee acknowledges that this License is subject to cancellation by the City under A.R.S. § 38-511.

14.13 Covenant Against Contingent Fees. Licensee warrants that no person has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and that no member of the City Council, or any employee of the City has any interest, financially or otherwise, in this License. For breach or violation of this warranty, the City has the right to annul this License without liability or at its discretion to deduct from the License price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

14.14 Independent Contractor. Any provision in this License that may appear to give the City the right to direct Licensee or Licensee the right to direct the City as to the details of accomplishing the work or to exercise a measure of control over the work means that the party will follow the wishes of the other party as to the results of the work only.

14.15 Jurisdiction; Governing Law; Venue. As a condition of the grant of this License, Licensee acknowledges and accepts that Licensee is subject to personal and subject matter jurisdiction of Arizona state courts. Arizona law governs this License, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding to enforce this License must be instituted in a court located in Maricopa County, Arizona.

14.16 Delivery, Procedure of Notices and Communications. All notices, consent, or other communication under this License must be in writing and: (i) delivered in person; or (ii) sent by electronic mail and deposited in the United States mail, postage prepaid, certified mail, return receipt requested; or (iii) deposited with any commercial air courier or express service and addressed as follows:

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To Licensee:
Summit Infrastructure Group, LLC
Attn: Jason Kaufman, VP of Business Development
22365 Broderick Drive, Suite 250
Sterling, VA 20166

With a copy to:
Summit Infrastructure Group, LLC
Attn: General Counsel
22365 Broderick Drive, Suite 250
Sterling, VA 20166
Legal@summitig.com

To the City:
City of Chandler
Attention: Development Services Department
P.O. Box 4008, Mail Stop 405
Chandler, Arizona 85244-4008
Phone: (480) 782-3000
Email: tuf@chandleraz.gov

With a copy to:
Office of the City Attorney
175 South Arizona Avenue
P.O. Box 4008 Mail Stop 602
Chandler, Arizona 85244-4008
Phone: (480) 782-4640
Fax: (480) 782-4652
Email: legal.notices@chandleraz.gov

Notice will be deemed received at the time it is personally served on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) calendar days after the notice is deposited in the United States mail as evidenced by the certified mail receipt. Any period stated in a notice will be computed from the time the notice is deemed received unless noted otherwise. Any party may change its mailing address, phone number, email address or the person to receive notice by notifying the other party as provided in this Section. Notices sent by electronic mail must also be sent by certified mail to the recipient at the above address.

14.17 Organization/Employment Disclaimer. This License is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, agreement, or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the Parties will be only those expressly set forth in this License.

14.18 Entire Agreement; Amendment; Waivers. This License, and the below listed exhibits which are incorporated herein by this reference and are attached and/or on file at the City and available for inspection, constitute the entire agreement between the City and Licensee with respect to the transactions contemplated therein and supersede all prior negotiations, communications, discussions, and correspondence, whether written or oral, concerning the subject matter hereof. No supplement, modification, or amendment of any term of this License will be deemed binding or effective unless executed in writing by the Parties. No waiver of any of the provisions of this License will be deemed, or will constitute, a waiver of any other provisions, whether similar, nor will any waiver constitute a continuing waiver. No waiver is binding unless expressly executed in writing by the Party making the waiver.

Exhibit A – Service Area
Exhibit B – Form Letter of Credit

14.19 Right of Parties. Nothing in this License, whether express or implied, is intended to confer any right or remedies under or by reason of this License on any persons other than the Parties to this License and their respective successors and permitted assigns, nor is anything in this License intended to relieve or discharge any obligation or liability of any person who is not a party to this License, nor will any provisions in this License give any persons not a party to this License any right of subrogation or action over or against any Party to this License.

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14.20 Construction. This License is the result of negotiations between the Parties, none of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions of this License will be construed in accordance with their usual and customary meanings. The Parties hereby waive the application of any rule of law that otherwise would be applicable in connection with the construction of this License that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed License or any earlier draft of the same. Unless the context of this License otherwise clearly requires, references to the plural include the singular and the singular the plural. The words "hereof," "herein," "hereunder" and similar terms in this License refer to this License as a whole and not to any particular provision of this License. All references to "Sections" herein refer to the sections and paragraphs of this License unless specifically stated otherwise. The section and other headings contained in this License are inserted for convenience of reference only, and they neither form a part of this License nor are they to be used in the construction or interpretation of this License.

14.21 Severability. If any covenant, condition, term, or provision of this License is held to be illegal, or if the application of this License to any person or in any circumstances to any extent be judicially determined to be invalid or unenforceable, the remainder of this License or the application of such covenant, condition, term, or provision to persons or in circumstances other than those to which it is held invalid or unenforceable, must not be affected, and each covenant, term, and condition of this License is valid and enforceable to the fullest extent permitted by law.

14.22 Cooperation and Further Documentation. Each of the Parties agree to provide the other with such additional and other duly executed documents as are reasonably requested to fulfill the intent of this License.

14.23 Force Majeure. For the purpose of any of the provisions of this License, neither Licensee nor the City, as the case may be, will be considered in breach of or in default of their obligations under this License as a result of the enforced delay in performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to: acts of God, acts of the public enemy, acts of the Federal Government, acts of the Salt River Project, acts of Maricopa County, acts of the State of Arizona or any of its departments, acts of any railroad, fire, floods, epidemics, pandemics, strikes, lock outs, freight embargoes, and unusually severe weather; it being the purpose and intent of this provision that in the occurrence of any such enforced delay, the time for performance of Licensee's and the City's obligations, as the case may be, will be extended for the period of the enforced delay, provided that the party seeking the benefit of this provision will have notified the other party in writing of the cause or causes, and requested an extension for the period of the enforced delay. If notice by the party claiming such extension is sent to the other party more than 30 days after commencement of the cause, the period of delay will be deemed to commence 30 days prior to the giving of such notice.

14.24 On-Call Assistance. Licensee or its agents must be available 24 hours a day, seven days a week to City staff of any City department with jurisdiction over Licensee's activities related to problems or complaints resulting from the installation, operation, maintenance, or removal of the System.

14.25 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any party who fails, or whose contractors fail, to comply with A.R.S. § 23-214(A). Therefore, Licensee and each contractor 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 this License and may be subject to penalties up to and including revocation of the License. City retains the legal right to inspect the papers of Licensee's or contractor's employees who provide services under this License to ensure that Licensee and its contractors comply with this warranty.

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

14.27 Written Acceptance. Licensee's execution of this License constitutes Licensee's acceptance of this License as granted and its agreement to be bound by and to comply with the terms and conditions of this License. Licensee's

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signature must be acknowledged by Licensee before a notary public.

14.28 Data Confidentiality and Data Security. As used in this License, 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 Licensee as part of the terms and conditions of this License. Except as specifically provided in this License, the Parties must not divulge data to any third party without the other Party's prior written consent. These prohibitions do not apply to the following data: (i) data which was known to the receiving Party prior to the Effective Date; or (ii) data which was acquired by the receiving Party in its performance under this License and which was disclosed to the receiving Party by a third party, who to the best of the receiving Party's knowledge and belief, had the legal right to make such disclosure and the receiving Party is not otherwise required to hold such data in confidence; or (iii) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Parties are subject. Each Party assumes all liability to maintain the confidentiality of the data in its possession and agrees to compensate the other Party if any of the provisions of this Section are violated by the receiving Party, its employees, agents, or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court.

14.29 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 always protected by Licensee. At a minimum, Licensee 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. If data collected or obtained by Licensee or its agents in connection with this License is believed to have been compromised, Licensee or its agents must immediately notify the City contact. Licensee agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. The obligations of Holder under this Section must survive the termination of this License.

14.30 Public Emergency. City shall have the right, because of a public emergency, to sever, disrupt, dig-up or otherwise destroy facilities of Licensee without any prior notice to Licensee, if the action is deemed reasonably necessary by the City Manager, Fire Chief, Police Chief, City Street Transportation Director, Public Works Director or Water Services Director. A public emergency may be any condition which, in the opinion of any of the officials named, poses an immediate threat to the lives or property of the residents of the City or others caused by any natural or man-made disaster, including but not limited to, storms, floods, fire, accidents, explosions, major water main breaks, hazardous material spills, etc. Licensee will be notified by the City of the public emergency and the action taken by the City as soon as reasonably possible. Licensee shall be responsible for repair at its sole expense of any of its facilities damaged pursuant to any such action taken by City.

14.31 Blue Stake. Licensee must comply with A.R.S. §§ 40-360.21-360.32 by participating as a member of the Arizona Blue Stake Center with the necessary records and persons to provide location service of Licensees facilities upon receipt of a locate call or as promptly as possible, but in no event later than two (2) working days. A copy of the License or proof of membership must be filed with the City.

14.32 Inspection and Audit of License Provisions. All books, accounts, reports, files, and other records related to or arising out Licensee's payment obligations under this License (collectively "Records") are subject at all reasonable times to inspection and audit by the City including for three years after the expiration or termination of this License. Licensee must produce the Records at a mutually agreed to time and location within Maricopa County, Arizona.

14.33 Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter, and bind such party to the commitments and obligations set forth herein.

[continued to the next page for signatures]

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IN WITNESS WHEREOF, the Parties duly execute and agree to be bound by this License as of the Effective Date.

CITY OF CHANDLER, an Arizona municipal corporation

Mayor

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

SUMMIT INFRASTRUCTURE GROUP, LLC a Virginia limited liability company

By: Sunny Kumar

Sunny Kumar

Name of Authorized Signer

Title: CEO

ATTEST:

Name and Title

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EXHIBIT A
SERVICE AREA

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EXHIBIT B
STANDARDS FOR LETTER OF CREDIT

In addition to any other requirements imposed upon a letter of credit (the "Letter of Credit") issued pursuant to this License, the Letter of Credit shall meet and be governed by the following additional standards and requirements:

1. Letter of Credit Requirements. The Letter of Credit shall be printed on Bank Safety Paper. The following terms and no others shall be stated on the face of the Letter of Credit:

1.1 The Letter of Credit is clean, unconditional, irrevocable, independent, and standby.
1.2 The Letter of Credit is payable to City upon presentation of City's draft.
1.3 City may make partial draws upon the Letter of Credit.
1.4 The Letter of Credit is for payment solely upon presentation of a sight draft and a copy of the Letter of Credit.
1.5 Within ten (10) days after City's draft on the Letter of Credit is honored, City must make the original of the Letter of Credit available to the issuer in Maricopa County, Arizona upon which the issuer may endorse its payments.
1.6 The issuer specifies a telefax number, email address, and street address at which City may present drafts on the Letter of Credit.
1.7 The Letter of Credit is valid until a specified date.
1.8 The Letter of Credit will be automatically renewed for successive one (1) year periods, unless at least 30 days prior to expiration the issuer notifies City in writing, by either registered or certified mail, that issuer elects not to renew the Letter of Credit for the additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available by draft on or before the then current expiration date.
1.9 The Letter of Credit is otherwise subject to the most recent edition of the Uniform Customs and Practices for Documentary Credits, published by the International Chamber of Commerce including, but not limited to, International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590; ISP98 Model Government Standby (U.S.) Form 11.1 and annexes (2017)).
1.10 The Letter of Credit need not be transferable.

2. Approved Forms. The form of the Letter of Credit and of drafts upon the Letter of Credit shall be as follows:

2.1 Except as approved in writing by City's Development Services Department, the form of the Letter of Credit shall be in the form set out below.
2.2 Except as approved in writing by City's Development Services Department, the form of drafts upon the Letter of Credit shall be in the form set out below.

3. Issuer Requirements. The issuer of the Letter of Credit shall meet all of the following requirements:

3.1 The issuer shall be a federally insured financial institution with offices in Maricopa County, Arizona, at which drafts upon the Letter of Credit may be presented.
3.2 The issuer shall be a member of the New York Clearing House Association or a commercial bank or trust Company satisfactory to City.
3.3 The issuer shall have a net worth of not less than $1 billion.

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FORM OF LETTER OF CREDIT
(ISP98 Model Government Standby (U.S.) Form 11.1)

Date _____, 20__

Letter of Credit No.:_____

Development Services Department
City of Chandler
P.O. Box 4008
Mail Stop 405
Chandler, AZ 85244-4008

Dear Sir or Madam:

Issuance. At the request and for the account of [*name and address of applicant*] ("Applicant"), we [*name and address of issuer at place of issuance*] ("Issuer") issue the irrevocable independent standby letter of credit number [*reference number*] ("Standby") in favor of [*name and address of beneficiary*] ("Beneficiary") in the maximum aggregate amount of USD [*amount*].

Undertaking. Issuer undertakes to Beneficiary to pay Beneficiary's demand for payment for an amount available under the Standby and in the form of Annex A (Payment Demand) [or *Annex B (Payment Demand after Notice of Non-Extension)*] completed as indicated and presented to Issuer at the following place for presentation: in Maricopa County, Arizona at or before the close of business on the expiration date.

Overdrawing. If a demand exceeds the amount available, but the presentation otherwise complies, Issuer undertakes to pay the amount available.

Expiration. The expiration date of this Standby is valid until _____ 20__.

Automatic Extension. The expiration date of this Standby shall be automatically extended for successive one-year periods, unless [30] or more calendar days before the then current expiration date Issuer gives written notice to Beneficiary that Issuer elects not to extend the expiration date. Issuer's written notice must be sent by *registered, certified, or priority express mail or nationally recognized overnight courier* to Beneficiary's above-stated address [*and to the attention of [office, officer, or other attention party] or, alternatively, be received by Beneficiary's attention party*] [30] or more calendar days before the then current expiration date.

Payment. Payment against a complying presentation shall be made within three business days after presentation at the place for presentation or by wire transfer to a duly requested account of Beneficiary.

ISP98. This Standby is issued subject to the International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590). This Letter of Credit is not assignable.

Issuer's Charges and Fees. Issuer's charges and fees for issuing, amending, or honoring this Standby are for Applicant's account and shall not be deducted from any payment Issuer makes under this Standby. [*Issuer undertakes to Beneficiary to pay the charges and fees of any bank nominated in this Standby to advise [and confirm] this Standby for acting on such nomination.*]

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[*Communications. Communications other than demands may be made to Issuer in the manner and at the place for presentation and also as follows:* ***[address for mailed, couriered, telephone, telefax, or electronic communications].*** *Communications other than for notices of non-extension may be made to Beneficiary at Beneficiary's above-stated address and also as follows:* ***addresses for mailed, couriered, telephone, telefax, or electronic communications]****.]*

[*Issuer's name*]
[*signature*]
_____
Authorized Signature

_____ [bank name] _____, a _____

By _____ [bank officer's signature] _____

_____ [bank officer's name printed] _____

Its _____ [bank officer's title] _____

Phone: ___ [bank officer's phone number] _____

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ANNEX A: PAYMENT DEMAND
(ISP98 Model Government Standby (U.S.) Form 11.1

To: [*Issuer name and address*]

From: Development Services Department
City of Chandler
P.O. Box 4008
Mail Stop 405
Chandler, AZ 85244-4008

Date: _____, 20_____

Re: Standby Letter of Credit No. [*reference number*], dated [*date*], issued by [*issuers name*] ("Standby").

Ladies and Gentlemen:

The undersigned beneficiary demands payment of USD [*insert amount*] under the Standby. Beneficiary states that Applicant is obligated to pay to Beneficiary the amount demanded as provided in [*the contract, regulation, or other document that identifies the underlying obligations to the government beneficiary*]. Beneficiary requests that payment be made by wire transfer to an account of Beneficiary as follows: [*Insert name, address, and routing number of beneficiary's bank, and name and number of beneficiary's account*].

[*Beneficiary's name and address*]
By its authorized officer:
[*Insert original signature*]
[*Insert typed/printed name and title*]

If such deposit cannot be accomplished immediately for any reason, please make your payment in the form of a cashier's check issued by your institution and delivered to me at the address listed above.

I certify that I am the Development Services Director of the City of Chandler.

If there is any imperfection or defect in this draft or its presentation, please inform me immediately at (480) 782-3410 so that I can correct it. Also, please immediately notify the City Attorney at (480) 782-4656.

Thank you.

_____
City of Chandler, Development Services Director

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services** **Memo No.** DS24-012

Date: September 12, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Ryan Peters, Strategic Initiatives Director
Kevin Snyder, Development Services Director
Louis Kneip, Development Engineering Manager
From: Dennis Aust, Telecommunications and Utility Franchise Manager
Subject: Resolution No. 5834, authorizing an amended and restated license agreement between Teleport Communications of America, LLC, and the City of Chandler for the Use of Public Property for the Establishment of Class 4 and Class 5 Telecommunications Systems

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5834, authorizing the Mayor to execute the amended and restated license agreement between the Teleport Communications of America, LLC, and the City of Chandler for the Use of Facilities in the City's Rights-of-Way and Public Places to Establish Class 4 and Class 5 Telecommunications Systems, and authorizing the City Manager or designee to execute other documents as needed to give effect to the agreement.

Background:

Teleport Communications of America (TCA, a subsidiary of AT&T, Inc.) has filed an application with the City to renew, with modified terms, its license to install, operate and maintain an underground fiber communications system that may provide both Class 4 telecommunications (lit services) and Class 5 non-telecommunications services (dark fiber). The agreement provides terms for both services and is similar to agreements the City has with other providers.

This item is for a five-year nonexclusive agreement. TCA currently has approximately 51 miles of fiber running throughout Chandler. TCA has been a provider of fiber services in Chandler since 2014 and seeks to expand its network

in coming years, which may include providing fiber connections within the term of this agreement.

Financial Implications:

The City has waived the standard $3,000 license application fee as part of the modified terms because this is not a new application, but rather an amended and restated license that came about as a result of a settlement between both parties.

A transaction privilege tax of 2.75% will be paid on any non-interstate telecommunications services (Class 4). Fiber that is not exempted by federal or state law and is used for non-telecommunications services (Class 5) is subject to an annual $2.65 per linear foot fee as prescribed by the City's Fee Schedule or 2% of TCA's gross revenues for services provided within the City of Chandler, whichever is less. This agreement includes the option to pay 2% gross revenues or the linear foot fee, whichever is less. The original license did not have the 2% gross revenue option.

The company will also pay all permit, inspection and pavement damage fees.

Attachments

Resolution No. 5834 and Agreement for Use of Public Property

RESOLUTION NO. 5834

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN AMENDED AND RESTATED LICENSE TO TELEPORT COMMUNICATIONS AMERICA, LLC TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, AND USE THE PUBLIC RIGHTS OF WAY WITHIN THE CITY TO PROVIDE TELECOMMUNICATIONS SERVICES (CLASS 4 LICENSE) AND FIBER OPTIC CABLE, INTERSTATE SERVICES, AND OTHER COMMUNICATION FACILITIES (COLLECTIVELY "INTERSTATE TELECOMMUNICATION SERVICES") (CLASS 5 LICENSE) AS APPROPRIATE.

WHEREAS the City of Chandler believes that it is in the City's best interest to issue a license agreement for such purpose.

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

Section 1. Approving the Amended and Restated City of Chandler Telecommunication Services (Class 4) and Interstate Telecommunication Services (Class 5) License Issued to Teleport Communications America, LLC in the form attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. Authorizing the Mayor of the City of Chandler to execute the Agreement on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____ 2024.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5834 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

EXHIBIT “A”

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AMENDED AND RESTATED CITY OF CHANDLER TELECOMMUNICATION SERVICES (CLASS 4) AND INTERSTATE TELECOMMUNICATION SERVICES (CLASS 5) LICENSE ISSUED TO TELEPORT COMMUNICATIONS AMERICA, LLC

City of Chandler Document No. _____
City Council Meeting Date: _____

THIS AMENDED AND RESTATED LICENSE ("License") is issued by the City of Chandler, an Arizona municipal corporation ("City" or "Licensor") to Teleport Communications America, LLC, a Delaware limited liability company ("TCA" or "Licensee"). (The City and TCA are each a "Party" and collectively the "Parties") effective _____ ("Effective Date").

RECITALS

A. On or about September 26, 2022, City and TCA entered City of Chandler Telecommunication Services (Class 4) and Interstate Telecommunication Services (Class 5) License Agreement No. A-2022-1349 ("Original Agreement"). The Original Agreement replaced TCA's telecommunications license dated December 10, 2014.

B. The Parties disputed whether TCA fell under a Class 4 license or a Class 5 license as it related to the fees assessed under the Original Agreement.

C. Without either Party admitting liability, the Parties resolved their dispute over any past due amounts owed under the Original Agreement and agreed to amend the Original Agreement to address the calculation of fees going forward.

D. Beginning with the annual fees for 2024 and continuing until the License term expires or is terminated, and as additional consideration to resolve all outstanding matters between the Parties, the Parties seek to amend and restate the Original Agreement to permit TCA to pay annual fees for use of the Public Rights of Way (defined hereinafter) in the amount of per linear feet of TCA's System (defined hereinafter) located in the Public Rights of Way or 2% of Gross Revenue (defined hereinafter), whichever is less.

E. By the authority conferred by A.R.S. §§ 9-581-583, the Chandler City Charter, and Chandler City Code Chapter 46, the City is authorized to grant this License; and

F. The City Council has authorized the Mayor or his designee to execute an amended and restated license with TCA to construct, install, operate, maintain, and use a System in, along, under, over, and across certain Public Rights-of-Way within the City or on other City-owned property to provide Telecommunications Services and Interstate Telecommunications Services as appropriate.

LICENSE

NOW, THEREFORE, City hereby grants Licensee this License under the following terms and conditions:

SECTION 1. DEFINITIONS

For this License, unless the context otherwise requires, the following terms, phrases, words, and their derivatives have these meanings. When not inconsistent with the context, words in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not merely directory. The terms, phrases, words, and their derivatives used in this License have the meanings given in

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Chapter 46 of the Chandler City Code as amended. If a conflict or ambiguity exists among the definitions in Arizona Revised Statutes, the Chandler City Code, and this License, the definitions in the following order prevail and control: (1) Arizona Revised Statutes; (2) Chandler City Code; (3) this License. Additional definitions for this License include:

“ACC" means the Arizona Corporation Commission.

“A.R.S." means Arizona Revised Statutes, as amended.

"Cable Services", "Cable System", “Video Services”, and “Video Services Network” have the same meaning as defined in Chapter 46 of the Chandler City Code.

“City” means the City of Chandler, Arizona.

"City Council" means the Council of the City of Chandler.

"Commercial Mobile Radio Services" means two-way voice commercial mobile radio services as defined by the Federal Communications Commission in 47 United States Code § 157.

“Day” means calendar day unless noted otherwise.

“Encroachment Permit” means the nonexclusive permission granted by the City to Licensee within the Public Rights-of-Way for the specific location of Licensee’s System and includes fees (if any) for the specific location, and other terms and conditions in accordance with the City Code, applicable Rights-of-Way construction regulations, and other applicable law.

"Environmental Laws" means all federal, state, and local laws, ordinances, rules, regulations, statutes, and judicial decisions now or subsequently in effect, in any way relating to or regulating human health, or safety, or industrial hygiene, or environmental conditions, or protection of the environment, or prevention or cleanup of pollution or contamination of the air, soil, surface water, or ground water.

"FCC" means the Federal Communications Commission.

"Gross Revenue" means: (i) all cash, credits, property of any kind or nature or other consideration that is received directly or indirectly by Licensee, its affiliates, or any person, firm, or corporation in which Licensee has a financial interest or that has a financial interest in Licensee and that is derived from Licensee’s operation of its System to provide Telecommunication Services in the Service Area; and (ii) includes all revenue from charges for Telecommunications Services to subscribers and all charges for installation, removal, connection or reinstatement of equipment necessary for a subscriber to receive Telecommunication Services and any other receipts from subscribers derived from Licensee’s operation of the System to provide Telecommunications Services, including receipts from forfeited deposits, sale or rental of equipment to provide Telecommunications Services, late charges, interest and sale of program guides; and (iii) the use or lease, in whole or in part, of Licensee’s System located in Public Right-of-Way. Gross Revenue does not include: (i) any revenue not received by Licensee, even if billed, such as bad debt net of any recoveries of bad debt or any refunds, credits, allowances or discounts to subscribers to the extent that the refund, rebate, credit, allowance or discount is attributed to Telecommunication Services; and (ii), license fees, taxes or other fees or charges that Licensee collects and pays to any governmental authority; and (iii) any increase in the value of any stock, security or asset, or any dividends or other distributions made from any stock or securities.

"Hazardous Substances" means those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Laws and the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

"Interstate Telecommunications Services" means a telecommunications corporation that places underground or above ground facilities in the Public Rights-of-Way.

"License" means this non-exclusive authorization granted by the City to construct, operate, maintain, reconstruct, repair, and remove the System.

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"Licensee" means Teleport Communications America, LLC to which this License is granted.

"Licensor" means the City of Chandler, Arizona, a municipal corporation of the State of Arizona as represented by the City Council and acting through the City Manager or the City Manager's designee.

"Pre-existing Environmental Condition" means the presence, emission, disposal, discharge, or release of any Hazardous Substance at, in, on, under, or about the System, however caused, existing prior to the placement of the System within the Public Rights-of-Way, whether the nature and extent of such contamination is known or unknown at the time.

"Provider" means a broadband internet access service provider that constructs, installs, operates, or maintains communications facilities in the Public Rights-of-Way.

"Public Rights-of-Way" means all roads, streets, alleys, and all other dedicated public rights-of-way and public utility easements located within the City's corporate boundaries.

"System" means Licensee's infrastructure and communications facilities and equipment including, but not limited to, conduit, fiber optic cables, splice cases, manholes, hand holes, power pedestals and other related and associated facilities installed in the Public Rights-of-Way, and when specifically authorized by the City on other City-owned property, and which are used to provide Telecommunication Services and Interstate Telecommunication Services.

"Telecommunications" has the same meaning as defined in A.R.S. § 9-581(4), as amended.

"Telecommunications Corporation" has the same meaning as defined in A.R.S. § 9-581(5), as amended.

"Telecommunications Services" has the same meaning as defined in A.R.S. § 9-581(6), as amended.

SECTION 2. PERMISSION GRANTED

2.1. Grant. Subject to the provisions of this License, the Chandler City Charter, the Chandler City Code, and Arizona and federal law, the City grants to Licensee nonexclusive and revocable rights and nonexclusive and revocable privileges as set forth in this License to construct, install, operate, and maintain its System in the Public Rights-of-Way and on other City-owned property.

2.1.1 At any time during the term of this License, Licensee may apply to the City for encroachment permits that set forth the specific location of Licensee's System, fees (if any) for the specific location, and other terms and conditions. The City may approve, deny, or conditionally approve Licensee's encroachment permit application based on the following but not exclusive reasons: (i) availability of space at the location sought by Licensee; (ii) public health, safety, and welfare; and (iii) other considerations in accordance with the City Code, applicable construction regulations, and other applicable law.

2.1.2 Subject to the permission of the affected property owner, this License also authorizes Licensee to place its System on property owned by third parties, such as an electric utility company or other private property owners. Provided; however, the System installed or constructed by Licensee on the private property satisfies applicable Rights-of-Way Construction regulations and is installed underground in accordance with applicable law including Section 47-4 of the Chandler City Code. Upon request from the City, Licensee must promptly furnish to the City documentation of the third party's permission. By executing this License, the City does not waive any rights that City may have against any public utility or other third party to require such owners to obtain the City's prior approval for such uses of their property or facilities, or that revenues received by any public utility or other property owner from Licensee be included in the computation of the use fees owed by such parties to the City. Nothing contained in this paragraph or in this License authorizes Licensee to enter into an agreement with any third party that results in new aerial attachments or aerial overlash of existing plant whether owned or leased from a third party. Licensee's attachment of facilities or equipment must be accomplished through existing infrastructure and which results in no aerial overlash of existing infrastructure.

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2.1.3 No component or part of Licensee's System may be installed, constructed, located on, or attached to any property within the City until Licensee has applied for and received approval for an encroachment permit under Chapter 46 of the Chandler City Code. Additionally, Licensee must comply with all other provisions of the Chandler City Code including, but not limited to, Chapter 35 related to zoning, Chapter 47 related to off-site construction, and other applicable City regulations. Any right or privilege claimed under this License by Licensee for any use in the Public Rights-of-Way and on other City-owned property is subordinate to any City prior or subsequent lawful occupancy or use or any other governmental entity and is subordinate to any prior easements. Provided; however, nothing in this License extinguishes or otherwise interferes with the Parties' property rights established independently of this License.

2.1.4 Nothing in this License will be construed to prevent the City from abandoning, altering, improving, repairing, or maintaining the City's facilities in the Public Rights-of-Way, and for any or more of such purposes or any other lawful purpose requiring Licensee, at Licensee's expense and no expense to the City, to remove, relocate, or abandon in place Licensee's System to accommodate the City's projects and activities. The City will not be liable for Licensee's lost revenues, however caused, due to any City activity or project in the Public Rights-of-Way, when such costs or lost revenues result from the construction, operation, or maintenance of City facilities and any other lawful project or activity in the Public Rights-of-Way. Provided; however, the City's activities and projects that result in such costs or lost revenues to Licensee are conducted in accordance with applicable laws and regulations.

2.2 Description of the Services, System, and its Construction.

2.2.1 Licensee uses its System to provide Communication Services. Licensee represents and warrants that Licensee does not provide services that are considered multichannel video programming services, video services provided by an open video system, cable television, or video services.

2.2.2 Licensee acknowledges, represents, warrants, and agrees that: (i) if a CC&N or other authorization is required by law for certain services, Licensee agrees that it will not provide these services under this License until Licensee receives the proper authorization; (ii) if Licensee obtains a CC&N or other legal authorization during the term of this License, Licensee will furnish a copy of any legal authorization to City as provided in this License within 30 days of receipt; and (iii) Licensee will indemnify, defend, save, and hold harmless the City as provided in this License and assume all liability and risk for Licensee's failure to possess the proper legal authorization to provide some or all of the services under this License.

2.2.3 As part of Licensee's authorized System, Licensee may install empty conduit and dark fiber within the Public Rights-of-Way or on other City-owned property.

2.2.4 Licensee must obtain the proper and necessary encroachment permit before Licensee begins any work or construction in the Public Rights-of-Way or on other City-owned property.

2.2.5 Unless otherwise required by applicable law, Licensee's must install and construct Licensee's System underground by trenching or boring conduit along with surface mounted hand holes for access to the fiber for splicing. This license permits Licensee's construction of its System within the Public Rights-of-Way or on other City-owned property. It is the Parties' intent that the Parties will work to minimize inconvenience to Chandler residents other Public Rights-of-Way users. Before Licensee installs the System, Licensee must submit specifications for proposed manholes and pull boxes to the City for approval, which approval the City will not unreasonably delay or withhold. All work on Licensee's System must comply with the Uniform Standard Specifications for Public Works Construction sponsored and distributed by the Maricopa Association of Governments as amended (hereinafter referred to as "MAG Specs"), the City supplements to MAG Specs, all lawful and reasonable requirements of the City Utility Manual and must follow and comply with industry best practices and standards. As required by City specifications, all of Licensee's conduits

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must be placed outside of the Public Rights-of-Way or on other City-owned property wherever and whenever possible except as otherwise allowed by Microtrenching (defined below) standards approved by the City. Provided; however, Licensee must build the System in accordance with plans approved by the City.

2.2.6 Any changes to the System must be approved in writing by the City Engineer's designee, which approval will not be unreasonably withheld or delayed.

2.2.7 Licensee shall retain an independent testing company, approved by City in its reasonable discretion without undue condition or delay, to test all materials that will be used to remediate City and third-party facilities, and which are subject to materials testing pursuant to MAG Specs and the City supplements to MAG Specs. All testing results must be sent to the City within 3 business days of Licensee's possession or knowledge of the results.

2.2.8 Licensee's installation of the System must be reasonably coordinated with other utilities and the City to accommodate opportunities for common installation along with Licensee's project as set forth in this License. In accordance with applicable law, all installations must be located underground and in conduit as reasonably approved by the City Engineer. Provided; however, nothing in this License requires Licensee to incur any material additional expense to accommodate common installations. The provisions relating to material additional expense in the foregoing sentence relate only to coordinated common installations and are not applicable to any other section of this License.

2.2.9 Licensee must install the System according to City approved details, standards, and requirements. Licensee may install portions of the System in trenches that are shallower or narrower than the City's preferred standards in areas of the City as allowed by the City Engineer and if Licensee's installation complies with City-approved microtrenching details, standards, and requirements (collectively "Microtrenching"). Licensee acknowledges, accepts, and agrees that the City will not be liable for any damage or harm caused by the City, its employees, officers, officials, agents, representatives, and contractors to any portion of Licensee's System installed using Microtrenching.

2.3 Location of the System.

2.3.1 At the time of proposed construction, Licensee must submit an encroachment permit application(s) together with the details, plans, and specifications for the City's review and approval, and pay all applicable application, review, and inspection fees before all construction work is performed under the rights and privileges granted under this License. This work includes but is not limited to the installation, operation, maintenance, and location of all the System. The proposed locations of Licensee's planned installation of its System including related facilities or equipment is depicted on the map attached and made a part of this License as Exhibit A ("Service Area"). The System must be depicted more specifically on engineering drawings provided to the City as part of the encroachment permit process and must be updated annually on the anniversary date of this License in accordance with section 4.2.5. Proposed locations of the System that are part of any encroachment permit(s) must also be made a part of a general depiction of Licensee's System in Exhibit A and must be updated at the time of License renewal or amendment.

2.3.2 Although the exact placement and location of Licensee's System will be determined by the City through the Encroachment Permit process, Licensee has expressed its intent and the City has expressed its desire to have the System installed outside of the paved street areas whenever such location is feasible and reasonable. Further, it is the intent and desire of both Parties that when it is necessary for the System to intersect City streets or be placed under paved areas, Licensee must use directional boring unless a deviation is authorized by the City Engineer.

2.3.3 If Licensee desires to change the location of any of the System, including any related facilities or equipment, from the location depicted in initial encroachment permit application(s), Licensee must

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submit revised plans to apply for and obtain approval for an amendment to the encroachment permit, prior to installation and construction of the facilities or equipment.

2.4 Original Agreement Amended and Restated. The Original Agreement, as amended, is hereby incorporated into, made a part of, and amended and restated as set forth in this License.

SECTION 3. SCOPE

3.1 Licensing Requirements. This License satisfies the licensing requirements of, and is in accordance with, the provisions of Chapter 46 of the Chandler City Code.

3.2 Use of Licensee's System by Others. This License authorizes Licensee in its ordinary course of business: (i) to lease to or contract with others for use of all or part of the System, except to aerial overlash, attach to poles and/or store aerial fiber for purposes of leasing or contracting with others for use of all or part of the system, and (ii) to sell dark fibers, conduit, or any other facilities that are parts of the System to others that have an agreement, franchise, or other licenses with the City to use the Public Rights-of-Way and on other City-owned property. Under this section, Licensee must first provide written notice to the City of the identity of the proposed user or purchaser and a description of the proposed use or sale arrangement as provided in A.R.S. § 9-583(D). In the event the lease or agreement provides for the other entity to construct, install, operate, or maintain any of Licensee's System, no such arrangement may proceed until the other entity enters a License with the City for use of the Public Rights-of-Way.

3.2.1 Licensee may not allow third parties to use its System for any use that Licensee itself does not have the authority under this License.

3.2.2 Licensee may enter into agreements with third-party Communications Corporations in the ordinary course of business for the resale of Communications Services. Such Agreements ("User Contracts") are subject to all requirements and provisions of this License.

3.3 Co-location. Licensee's installation of the System must be reasonably coordinated with other utilities and the City to accommodate opportunities for common installation along with Licensee's project as set forth in this License. All installations must be located as approved by the City Engineer.

3.4 Compliance with Laws.

3.4.1 Licensee must comply with all applicable laws as amended from time to time including but not limited to, the Chandler City Code, the Chandler Charter, and Arizona and federal law in the exercise and performance of its rights and obligations under this License. If it is necessary for Licensee to comply with any law or regulation of the FCC or the Arizona Corporation Commission ("ACC") to engage in the business activities anticipated by this License, Licensee must comply with such laws or regulations as a condition precedent to exercising any rights granted by this License. Provided; however, no such law or regulation of the FCC or ACC may enlarge or modify any of the rights or duties granted by this License without a written modification to this License.

3.4.2 To the extent that Licensee uses the Public Rights-of-Way or other City-owned property to provide services other than intrastate calls through System, the use of the Public Rights-of-Way or other City-owned property is subject to the terms and conditions of this License and any applicable permits and laws.

3.5 Reports.

3.5.1 Upon request, Licensee will provide to City copies of any non-confidential communications and reports submitted by Licensee to the FCC or any other federal or state regulatory commission or agency with jurisdiction into any matters that directly affect this License.

3.5.2 In addition to the reports required in Section 4.2.3 of this License, upon City's request, Licensee will provide City with regular reports, as needed, to establish Licensee's compliance with the various requirements, fees, and other provisions of this License.

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3.6 Non-Interference.

3.6.1 Licensee's System must be constructed, installed, operated, and maintained to interfere as little as possible with traffic or other authorized uses over, under, or through the Public Rights-of-Way and on other City-owned property. All phases of permitting, construction, traffic control, backfilling, compaction and paving, and the location or relocation of the System are subject to the City's jurisdiction as described in MAG, City supplements to MAG, and the City of Chandler Utility Manual. Licensee must keep accurate construction and installation records of the location of all its System and facilities, both aboveground and underground within the City and furnish them to City within sixty (60) days of installation. Licensee must furnish such information in an electronic format compatible with the then current City electronic format.

3.6.2 Licensee must locate and relocate, at its own expense, any facilities, equipment, or other encroachment installed or maintained in, on, or under the Public Rights-of-Way and on other City-owned Property as may be necessary to facilitate any public purpose or any City project or activity whenever directed to do so by City in writing on a non-discriminatory basis. Such relocations must be accomplished in accordance with the directions from City including the City's construction schedule and made under the same terms and conditions as the initial installation allowed pursuant to this License and encroachment permit. Licensee must reimburse the City for any direct or indirect damages incurred by the City because of delays in locations or relocations as required by this paragraph if caused by Licensee's negligence, willful misconduct, or undue delay.

3.6.3 Licensee agrees to obtain permits as required by this License prior to removing, abandoning, relocating, or repair of any portion of its System in the Public Rights-of-Way and on other City-owned property. Notwithstanding the foregoing, City understands and acknowledges there may be instances when Licensee is required to make repairs that are of an emergency nature or in connection with an unscheduled disruption of the System. Licensee will maintain any annual permits required by the City for such repairs. Licensee will notify City, if practicable, before the repairs and will apply for and obtain the necessary permits the next business day after the repairs are initiated.

SECTION 4. FEES, CHARGES, LETTER OF CREDIT, SECURITY FUND, DAMAGE TO THE PUBLIC RIGHTS-OF-WAY AND OTHER CITY-OWNED PROPERTY

Licensee will be solely responsible for the payment of all fees and charges in connection with Licensee's performance under this License, including those set forth below.

4.1 Application Fee. Not applicable.

4.2 Annual Fee. Licensee must pay an annual fee to use the Public Rights-of-Way and other City-owned property under the terms and conditions of this License and as calculated under this section (collectively "Annual Fee").

4.2.1 The City will assess, and Licensee must pay, any Annual Fee in accordance with A.R.S. §§ 9-582-583. Licensee bears the burden to show Licensee's payment of any Annual Fee is not required under A.R.S. §§ 9-582-583. Licensee must pay all taxes on intrastate telecommunications services as provided by applicable law and Licensee must pay any Annual Fee as provided in this License for the portions of Licensee's System that are not excluded under A.R.S. §§ 9-582-583.

4.2.2 If Licensee's System carries interstate traffic between and among Licensee's interstate points of presence or leases its dark fiber to another carrier for purposes of carrying interstate traffic between and among that telecommunications corporation's interstate points of presence, Licensee must pay the lesser amount of: (i) $2.65 (for calendar year 2024) per linear foot for trench located in the Public Rights-of-Way or on other City-owned property; or (ii) two percent (2%) of Gross Revenue for such use. City may, but is not obliged to, accept in-kind consideration in lieu of the Annual Fee if offered by Licensee.

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4.2.3 If Licensee's System carries interstate traffic between and among Licensee's interstate points of presence or leases its dark fiber to any entity not included in Section 4.2.2 of this License, Licensee must pay the lesser amount of: (i) $2.65 (for calendar year 2024) per linear foot for trench located in the Public Rights-of-Way or on other City-owned property; or (ii) two percent (2%) of Gross Revenue for such use.

4.2.4 If Licensee places empty conduit in the Public Rights-of-Way or on other City-owned property for services other than those listed in Section 4.2.1, Licensee must pay the lesser amount of: (i) $2.65 (for calendar year 2024) per linear foot for trench located in the Public Rights-of-Way or on other City-owned property; or (ii) two percent (2%) of Gross Revenue for such use.

4.2.5 On or before March 31 of each calendar year, Licensee will report to the City the amount of linear feet of trench, if any, or the amount of Gross Revenue, if any, subject to the Annual Fee for the prior calendar year under Sections 4.2.2, 4.2.3, or 4.2.4 permitted and installed in the Public Rights-of-Way or on other City-owned property. The Annual Fee for the coming year is part of the annual fee schedule adopted by the City Council. If the Annual Fee is based on the amount of linear feet of trench located in Public Rights-of-Way or on City-owned property, the Annual Fee is calculated by multiplying the current annual per linear foot fee, as adjusted by annual CPI under section 4.2.7 for the year of payment, by the linear footage of trench permitted or installed in the Public Rights-of-Way or on other City-owned property. If the Annual Fee is based on Gross Revenue, Licensee will report the amount of Gross Revenue generated during the prior calendar year and multiply this amount by two percent (2%). The Licensee must pay, and the City must receive, any Annual Fee that is due before the City will issue any new encroachment permits for additional facilities or equipment in the Public Rights-of-Way or other City-owned property.

4.2.6 In the event Licensee cancels or returns a permit and does not construct or install the System approved by such a permit, the fees Licensee previously paid for the respective permit may be applied as a credit to a future Annual License Fee or may be refunded to Licensee by City.

4.2.7 The Annual License Fee will be adjusted based on the percentage of change in the consumer price index ("CPI") for the previous twelve-month period. Any increase in the Annual License Fee will be referred to herein as the "Adjusted Fee." In no event may the Adjusted Fee be less than the Annual License Fee for the prior year. For purposes of this License, CPI is defined as the Western Region Consumer Price Index for All Urban Customers, All Items, as published by the Bureau of Labor Statistics (BLS), United States Department of Labor. Base period 1982-84 = 100. Adjusted Fees will be effective upon the next subsequent anniversary of the Effective Date. The change in CPI will be calculated based on the change in the CPI for the previous twelve-month period. The City will compute the Adjusted Fee as follows. The following example illustrates calculation of the change factor for a twelve-month period ending in January 2018.

CPI January 2018	258.638
CPI January 2017 (prior year)	250.814
Calculated change in CPI	258.638/250.814
Change in CPI	1.031 (rounded to nearest tenth) = 3.1%

If the BLS ceases publication of the specified CPI, City and Licensee may determine an agreeable inflation index that most clearly approximates the Western Region CPI for the remaining term of the License.

4.3 License to Use City's Freeway Ducts and Conduit. If Licensee wishes to occupy one (1) four-inch (4") conduit owned by the City within the duct bank underneath a freeway located within the City and which City controls, Licensee must pay the City $18,000 per year for the term of this License for this use. Licensee may use the conduit solely to install and operate the System authorized under the terms and conditions of this License. Licensee's payment for use of the duct is due on or before the Effective Date and each annual anniversary thereafter. Licensee's use of the City's Freeway conduit(s) must be reflected in Exhibit A.

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4.4 In Kind. This License does not currently require any in-kind payment to City by Licensee. However, if Licensee has not paid any fees required under Section 4, the Parties may agree in writing to new in-kind payments to offset to any fees not paid by Licensee. This subsection imposes no obligation on the City to agree to offset any fees in this License or in any future License.

4.5 Failure to Pay. Licensee agrees that if it fails to pay the Annual Fee owed to the City by the time prescribed for payment, Licensee must pay interest on the amounts owed, at the rate of one percent (1%) per month.

4.6 Invoice and Payment Information:

4.6.1 The City will send invoices for fees and charges under this License to Licensee at the following address:

Teleport Communications America, LLC
One AT&T Way
Bedminster, NJ 07921
Attention: Christopher J Och

4.6.2 Licensee will send payment to the City under this License made payable to the "City of Chandler" at the following address:

City of Chandler
ATTN: Development Services
Mail Stop 403
P.O. Box 4008
Chandler, AZ 85244-4008
Phone: 480-782-3000
Email: tuf@chandleraz.gov

4.7 Taxes. Licensee must obtain any required business/sales tax licenses and pay any applicable City, county, and state transaction privilege and use tax. The Annual Fee must not be an offset to the transaction privilege tax due and owing by Licensee.

4.8 Permit Fees and Construction Costs. In addition to the fees and taxes set forth herein above, Licensee must pay those fees and charges for encroachment permit applications, inspection, testing, plan review, pavement damage fees, and any other fees adopted by City and applicable to persons doing work in the Public Rights-of-Way or on City-owned property. Additionally, if the City reasonably requires retaining outside inspectors or other persons to review and inspect Licensee's plans, specifications and construction of the System, Licensee must reimburse the City for its actual and documented costs incurred in connection therewith.

4.9 Letter of Credit or Cash Bond.

4.9.1 Amount; Purpose. Within thirty (30) Days after the Effective Date of this License, Licensee must deposit with the City one of the following: (i) an irrevocable letter of credit ("LOC") in the amount of $50,000 ("LOC"); or (ii) a cash bond in the amount of $50,000 ("Bond"). The form and substance of the LOC or Bond must comply with the form, terms, and conditions as attached in Exhibit "B". The LOC or Bond will be used to assure: (a) the faithful performance by Licensee of all provisions of this License; (b) compliance with all orders, permits, and directions of any City department having jurisdiction over Licensee's acts or defaults under this License; and (c) Licensee's payment of any penalties, liquidated damages, claims, liens, and taxes due to the City that arise by reason of the construction, operation, or maintenance of the System, including cost of removal or abandonment of any of Licensee's property. Licensee will be required to replenish any draw down of the LOC or Bond within thirty (30) days of notice by City, unless by mutual written agreement of the Parties.

4.9.2 Drawing on Letter of Credit. The LOC may be drawn upon by the City by presentation of a draft at sight on the lending institution, accompanied by a written certificate signed by the City Manager

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certifying that Licensee has failed to comply with this License, stating the nature of noncompliance, and stating the amount being drawn. The rights reserved to the City with respect to the letter of credit are in addition to all other rights of the City, whether reserved by this License or authorized by law, and no action proceeding against a letter of credit will affect any other right the City may have.

4.9.3 Drawing on Cash Bond. The Bond may be drawn upon by the City by presentation of written notice to Licensee as provided in this License, signed by the City Engineer certifying that Licensee has failed to comply with this License, stating the nature of noncompliance, and stating the amount being drawn. The rights reserved to the City with respect to the Bond are in addition to all other rights of the City, whether reserved by this License or authorized by law, and no action proceeding against the Bond will affect any other right the City may have.

4.10 Damage to Public Property. Whenever the installation, removal, or relocation of any of Licensee's System is required or permitted under this License, and such installation, removal, or relocation causes damage to Public Rights of Way or other City-owned property, Licensee at its sole cost and expense must promptly repair and return Public Property in which the System components are located to a safe and satisfactory condition in accordance with applicable laws, with provisions in the City of Chandler Utility Manual and the Maricopa Association of Governments (hereinafter referred to as "MAG") and the City's supplements to MAG, reasonably satisfactory to the City Engineer. If Licensee does not repair the Public Property as just described in a reasonable amount of time, then City shall have the option, upon fifteen (15) days prior written notice to Licensee, to perform or cause to be performed such reasonable and necessary work on behalf of Licensee and to charge Licensee for the actual documented costs incurred by the City at City's standard rates, plus an administrative fee of fifteen percent (15%). Upon the receipt of a demand for payment accompanied by explanation of cost and fees incurred by City, Licensee must, within forty-five (45) days, reimburse City for such costs. For any pavement cuts by Licensee, Licensee agrees to restore the pavement and to reimburse the City for all costs arising from the reduction in the service life of any public road, in accordance with the provisions of Chapter 46 of the Chandler City Code and the fees established by the City pursuant thereto. Licensee agrees to pay within forty-five (45) days from the date of issuance of an invoice and explanation of costs and fees from City.

SECTION 5. TERM OF LICENSE

The term of this License and duration of the rights, privileges, and authorizations granted hereunder will be for five (5) years from the Effective Date. The term will automatically renew for three (3) additional five-year terms for a total term of twenty (20) years unless either Party provides the other Party with prior written notice of its intent not to renew no less than six (6) months prior to the end of the then current term.

SECTION 6. ACCEPTANCE AND EFFECTIVE DATE

6.1 Written Acceptance. Licensee's execution of this License constitutes Licensee's acceptance of the License as granted and Licensee's agreement to be bound by and to comply with and to do everything, which is required of the Licensee by this License. Licensee's signature must be acknowledged before a notary public. This License is effective upon execution by both Parties.

6.2 Validity of License. Licensee must acknowledge that as a condition of acceptance of this License, Licensee was required to be represented throughout the negotiations of the License by its own attorneys and Licensee had the opportunity to consult with its own attorneys about its rights and obligations regarding the License. Licensee has reviewed City's authority to execute and enforce this License and has reviewed all applicable law, both federal and state, and, after considering same, Licensee acknowledges and accepts the right and authority of City to execute this License, to issue this License and to enforce the terms herein.

SECTION 7. INSURANCE AND INDEMNITY

7.1 Insurance Responsibility. During the entire term of this License, Licensee must insure its property and activities and must provide insurance and indemnification as follows. Licensee must procure and maintain, and must cause its contractors to procure and maintain as provided in Section 7.7 below, until all their respective obligations have been discharged, insurance against claims for injury to persons or damage to property that may arise from or in connection

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with Licensee's obligations under this License and Licensee's activities including, but not limited to, the installation, construction, relocation, removal, repair, operation, and maintenance of the System by Licensee, its agents, representatives, employees, or contractors. The insurance requirements herein are minimum requirements for this License and in no way limit the indemnity covenants contained in this License. The City in no way warrants that the minimum limits contained herein are sufficient to protect Licensee from liabilities that might arise out of this License by Licensee, its agents, representatives, employees or contractors, and Licensee is free to purchase such additional insurance as may be determined necessary.

7.2 Minimum Scope and Limits of Insurance: Licensee must provide coverage with limits of liability not less than those stated below.

7.2.1 Commercial General Liability – Occurrence Form

Said insurance must also include coverage for products completed operations, independent contractors, personal injury, property damage, and advertising injury.

Products – Completed Operations Aggregate	$10,000,000
Each Occurrence	$10,000,000

The policy must be endorsed to include the following additional insured language: "The City of Chandler, its agents, representatives, officers, directors, officials, employees, and volunteers must be named as an additional insured with respect to liability arising out of the activities performed by Licensee." This endorsement may not contain an exclusion or limitation of completed operations coverage as regards the additional insured except with respect to the stated aggregate limits of liability. The policy may not exclude the explosion/collapse/underground ("xcu") hazard.

7.2.2 Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of work under this Agreement.

Combined Single Limit (CSL)	$1,000,000

The policy must contain an "MCS-90" endorsement providing for clean-up of pollution conditions arising from transported product, if the work performed under the Agreement requires the transportation of any Hazardous Substances by motor vehicle. The policy must also be endorsed to include the following additional insured language: "The City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers must be named as an additional insured with respect to liability arising out of the activities performed by Licensee, including automobiles owned, leased, hired, or borrowed by Licensee ".

7.2.3 Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

Policy must contain a waiver of subrogation against the City of Chandler.

7.2.4. Pollution Liability:

Per Occurrence	$5,000,000
Annual Aggregate	$5,000,000

The policy must be endorsed to include the following additional insured language: "The City of Chandler

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its agents, representatives, officers, directors, officials, employees, and volunteers must be named as an additional insured with respect to liability arising out of the activities performed by Licensee."

The policy must include coverage for: (a) cleanup of sudden or accidental pollution conditions arising from the System, as defined in the License; (b) cleanup of new conditions arising from Licensee's operations and use of Public Rights-of-Way or City-owned property under this License and third-party claims for on and off-site bodily injury and property damage.

Licensee warrants that any retroactive date under the policy must precede the Effective Date of this License; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this License is completed.

7.2.5. Tech E&O, Network Security and Privacy Liability Insurance (Cyber):

Per Loss	$10,000,000
Annual Aggregate	$10,000,000

(a) In the event that the professional liability insurance required by this License is written on a claims-made basis, Licensee warrants that any retroactive date under the policy will precede the Effective Date of this License; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the Effective Date of this License. If such insurance is maintained on an occurrence form basis, Licensee must maintain such insurance for an additional period of one (1) year following termination or expiration of this License. If such insurance is maintained on a claims-made basis, Licensee must maintain such insurance for an additional period of three (3) years following termination or expiration of this Licensee. If Licensee contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), Licensee must provide proof of same.
(b) The insurance must provide coverage for the following risks: (i) Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form; (ii) Network security liability arising from the unauthorized access to, use of or tampering with the System including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure; (iii) Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, the System, network or similar computer related property and the data, software, and programs thereon.

(c) The policy must provide a waiver of subrogation.

7.3 Additional Insurance Requirements: The policies must contain, or be endorsed to contain, the following provisions: Licensee's insurance coverage must be primary insurance and non-contributory with respect to the obligations that Licensee has undertaken under this License. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, volunteers, and employees, for losses arising from work performed by the Licensee under this License.

7.4 Notice of Cancellation: Each insurance policy required by the insurance provisions of this License must provide the required coverage and must not be canceled or materially changed except after thirty (30) days prior written notice has been given to the City. Such notice must be sent directly to the addresses listed below and must be sent by certified mail, return receipt requested:

City of Chandler
Attention: Development Services Department
P.O. Box 4008, Mail Stop 405

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Chandler, Arizona 85244-4008
Phone: (480) 782-3000
Email: tuf@chandleraz.gov

With a copy to: Office of the City Attorney
Attention: Risk Management
175 South Arizona Avenue
P.O. Box 4008 Mail Stop 602
Chandler, Arizona 85244-4008
Phone: (480) 782-4640
Fax: (480) 782-4652
Email: legal.notices@chandleraz.gov

7.5 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than A- VII. City in no way warrants that the above-required minimum insurer rating is sufficient to protect Licensee from potential insurer insolvency.

7.6 Verification of Coverage: Licensee must furnish City with certificates of insurance (ACORD form or equivalent approved by City) as required by this License. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this License must be in effect at or prior to commencement of work under this License and remain in effect for the duration of the License. Failure to maintain the insurance policies as required by this License or to provide evidence of renewal is a material breach of this License. All certificates required by this License must be sent directly to the City of Chandler Development Services Department with a copy to Risk Management as the addresses listed in Section 7.4. The License number and description are to be noted on the certificate of insurance. At City's request, Licensee must make certified copies of all insurance policies required by this Licensee available for City's review through a representative and at a location within Maricopa County, Arizona designated by Licensee.

7.7 Contractors: Licensee's certificate(s) must include all contractors as additional insureds under its policies or contractors must maintain separate insurance as determined by Licensee and contractors must name City of Chandler as an additional insured, however, contractor's limits of liability must not be less than $1,000,000 per occurrence, $2,000,000 aggregate.

7.8 Approval: Any modification or variation from the insurance requirements in this License must have prior approval from the Office of the City Attorney, whose decision will be final. Such action will not require a formal contract amendment but may be made by administrative action.

7.9 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this License or any and all permits and until all obligations and performances under or related to this License are satisfied and all matters described in this paragraph are completely resolved, Licensee and all other persons using, acting, working, or claiming through or for Licensee (if they or their subcontractor, employee, or other person or entity hired or directed by them participated in any way in causing the claim in question) must jointly and severally indemnify, defend, and hold harmless City and all other Additional Insureds for, from, and against any and all claims or harm related to Licensee's use of the Public Rights-of-Way or other City-owned property or the rights granted to Licensee with respect to the Public Rights-of-Way or City-owned property or Licensee's exercise of its rights under this License (the "Indemnity"). Without limitation, the Indemnity must include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use, financial harm, or other impairment), damages, losses, expenses, penalties, fines, or other matters (together with all reasonable attorney fees, court costs, and the cost of appellate proceedings and all other costs and expenses of litigation or resolving the claim) that may arise in any manner out of Licensee's use of the Public Rights-of-Way or other City-owned property pursuant to this License or any and all Permits, or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this License by Licensee, including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents, or other persons upon or using the Public Rights-of-Way or other City-

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owned property or surrounding areas related to Licensee's exercise of its rights under this License, except to the extent caused by City or any other Additional Insured or anyone for whose mistakes, errors, omissions, or negligence City may be liable. Notwithstanding the foregoing, the Indemnity does not apply to: (i) Claims arising from the sole negligence or intentionally wrongful acts of City; or (ii) Claims that the law prohibits from being imposed upon the indemnitor.

7.10 Risk of Loss. Licensee assumes the risk of all loss, damage or claims related to Licensee's use of the Public Rights-of-Way or other City-owned property, Licensee or third parties throughout the term of this License and the term(s) of all permits. Licensee must be responsible for all damage to its property and equipment related to this License unless caused by the negligence of the City or its agents or contractors.

7.11 Insurance to be Provided by Others. Licensee must cause its contractors or other persons occupying, working on or about, or using the Public rights-of-Way or City-owned property under this License to be covered by their own or Licensee's insurance as required by this License. The required policy limits for commercial general liability insurance provided by such persons must be $1,000,000 for each occurrence, $1,000,000 for products and completed operations annual aggregate, and $2,000,000 general aggregate limit per policy year. This paragraph does not apply to persons who do not actually perform physical labor in the Public Rights-of-Way or on other City-owned property (such as Licensee's consulting design engineers).

SECTION 8. TRANSFER OF LICENSE

8.1 No Assignment Without Consent. This License and the related rights and privileges may not be assigned or otherwise transferred without the express written consent of the City by an ordinance or resolution passed by the Chandler City Council, which consent will not be unreasonably withheld or delayed. Any license that is assigned or otherwise transferred pursuant to this Section must be equally subject to all the obligations and privileges of this License including any amendments, which will remain in effect, as if the assigned License was the original License.

8.2 No Lease Without Consent. The License must not be sublet or assigned, nor must any of the related rights or privileges be leased, assigned, sold, or transferred, either in whole or in part, nor must title, either legal or equitable, or any right, or property interest pass to or vest in any person other than Licensee, by act of the Licensee or operation of law, without the written consent of City, which consent will not be unreasonably withheld or delayed. Prior to any proposed assignment becoming final, Licensee must seek the City's consent.

8.3 Notice to City. The approval of any change in ownership interest must include an assignment agreement signed by the assignee, Licensee, and City. Licensee must provide City a copy of the deed, license, mortgage, lease, or other written instrument evidencing such sale, transfer, or lease, certified, and sworn to as correct by the Licensee. Licensee must notify the City within 60 days of any change in mailing address.

8.4 Binding on Assignee. After assignment, this License, including any amendments, shall be binding on the assignee to the full extent that is binding upon Licensee.

8.5 Conditional Ownership. Nothing in this Section prohibits a pledge, hypothecation, mortgage, or similar instrument transferring conditional ownership of all or part of Licensee's assets to a lender or creditor in the ordinary course of business. In the event a lender assumes control of the assets and operation of Licensee, the lender may assume the rights and obligations of the Licensee. The Lender may not transfer or change control of the License without submitting the change to the City for approval. If the lender does continue operation on any basis at any time, the lender shall be subject to all provisions of the License. No later than three years after assumption of control by the lender, the lender must apply to the City for the right to continue assumption of control or to transfer the License. Application by the Lender for approval of assumption of control or transfer must be subject to consent by the Chandler City Council that may not be unreasonably denied or withheld. A "Lender" for the purposes of this License does not include a Licensee, person, or corporation, or other entities that operate cable television systems or fiber optics Communications systems as a principal or important business. This paragraph is intended to prohibit the intentional use of lending and/or foreclosure as a method for effecting change of control or transfer of the License without City Council review and approval.

8.6 Assignment Exceptions. Notwithstanding the foregoing, prior consent will not be required for transfer to (1) any company which owns or controls, is owned or controlled by, or under common control with the Licensee; (2) to any successor in interest of Licensee's business operations in City in connection with any merger, acquisition, or similar

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transaction if Licensee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement; or (3) to any purchaser of all or substantially all of Licensee's Network Facilities in City if the purchaser has the resources and ability to fulfill the obligations of this Agreement. Provided that, no such transfer will be valid unless:

8.6.1 The proposed transferee has read, accepts, and agrees to be bound by the terms of the License.

8.6.2 The proposed transferee assumes all obligations, liabilities, and responsibility pursuant to the License for the acts and omissions of Licensee, known and unknown, for all purposes, and agrees that the transfer will not permit it to take any position or exercise any right which Licensee could not have exercised; and

8.6.3 The transfer will not substantially diminish the financial resources available to the Licensee.

8.7 Transfer Description. Prior to executing such transfer described in this Section, Licensee and the proposed transferee must submit to the City a description of the nature of the transfer and submit complete information regarding the effect of the transfer on the direct and indirect ownership and control of the Licensee. Licensee may be required to pay a new application fee of $3,000 to cover the legal, administrative, and other expenses related to every transfer (other than the sale of publicly traded stock) or to any request for a consent to transfer.

SECTION 9. NON-EXCLUSIVE RIGHTS

9.1 Non-Exclusive Rights. This grant is not exclusive, and nothing herein contained may be construed to prevent City from granting other like or similar grants or privileges to any other person, firm, or corporation, or to deny to or lessen the powers and privileges granted City under the Constitution and laws of the State of Arizona.

9.2 Priority Rights. Any and all rights granted to Licensee under this License must be exercised at Licensee's sole cost and expense and are subject to the prior and continuing right of City to use all the Public Rights-of-Way and other City-owned property concurrently, with any other person or persons, and further will be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title that may affect the Public Rights-of-Way and on other City-owned property. Nothing in this License will be construed to grant, convey, create, or vest a perpetual real property interest in land to Licensee, including any fee or leasehold interest, easement, or any City franchise rights.

SECTION 10. PUBLIC SAFETY

10.1 Public Safety Violation. Licensee, its affiliates, agents, employees, contractors, successors, assigns, and representatives must comply with and perform each obligation required of Licensee as set forth in this License. Licensee's failure to cure a public safety event of default as described in this Section within five (5) business days from the date of notice from the City constitutes a public safety violation by Licensee.

10.2 Public Safety Events of Default. All agreements and permits issued to Licensee under this License are approved upon the condition that each of the following events will be deemed a "Public Safety Event of Default" for Licensee's failure to perform or satisfy the following material obligations:

10.2.1 Licensee's failure to comply with the traffic barricade manual or any other public health, safety, or welfare law or regulation authorized by or located in the Chandler City Code and that applies to Public Property.

10.2.2 Licensee's acts, errors, or omissions violate any term or condition of an encroachment permit issued to Licensee.

10.2.3 Licensee's failure to obtain the appropriate encroachment permit to perform work on Public Property.

10.3 City's Remedies for Licensee's Public Safety Violations. Upon the occurrence of any public safety violation or at any time thereafter, City may, at its option, exercise at Licensee's expense any or all or any combination of the following cumulative remedies in any order and repetitively at City's option: (i) revoke any or all encroachment

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permits due to Licensee's failure to cure a Public Safety Event of Default as set forth in Section 10.1. The City's revocation does not terminate Licensee's obligations arising during the time simultaneous with or prior to the revocation, and in no way terminates any of Licensee's liability related to any breach of this License; (ii) pay or perform, for Licensee's account, in Licensee's name, and at Licensee's expense, any or all payments or performances required to be paid or performed by Licensee (iii) abate at Licensee's expense any violation of the encroachment permit; (iv) notwithstanding anything under this License to the contrary, unilaterally and without Licensee's or any other person's consent or approval, draw upon, withdraw or otherwise realize upon or obtain the value of any letter of credit, escrowed funds, insurance policies, or other deposits, sureties, bonds, or other funds or security held by City or pledged or otherwise obligated to City by Licensee or by any third party (whether or not specifically mentioned herein) and use the proceeds for any remedy permitted by this License; (v) assert, exercise, or otherwise pursue at Licensee's expense, any and all other rights or remedies, legal or equitable, to which City may be entitled, subject only to the limitation set out below on City's ability to collect money damages in light of the Violation Use Fee; and (vii) impose civil sanctions for public safety violations as provided in this License.

10.4 Violation Use Fee. In lieu of certain money damages (the "Inconvenience Costs") set out below, the following use fees apply to Licensee's public safety violation (the "Violation Fee Provisions"): (i) The Inconvenience Costs are the money damages that City suffers in the form of administrative cost and inconvenience, disharmony among competing users, and general inconvenience in the use of Public Rights-of-Way by City, competing users, and the public when Licensee fails to comply with the Violation Fee Provisions; and (ii) Licensee's failure to comply with Violation Fee Provisions will result in Inconvenience Costs in an amount that is and will be impracticable to determine. Therefore, the Parties have agreed that, in lieu of Licensee paying to City as damages the actual amount of the Inconvenience Costs for violating the Violation Fee Provisions, Licensee must pay the following Violation Use Fees. The City may elect to draw upon the letter of credit or cash bond (as appropriate) to collect the Violation Use Fee. For continuing violations within a 24-hour period, each calendar day is considered a separate period for purposes of recovery of violation use fees. The Violation Fee Provisions and the amount of the Violation Use Fee per day or part thereof are as follows:

Use fee per day	Violation Use Fee Description
$600	Licensee's failure to properly restore Public Property within five (5) business days after notice, or timely perform work within five (5) business days after notice, or to correct related violations of specifications, code, ordinance, or standards within five (5) business days after notice.
$500	Three or more public safety violations by Licensee within 90 consecutive days.
$250	Licensee's failure to make Licensee's books and records available as required by this License or one or more public safety violations by Licensee within 30 consecutive days.

A Violation Use Fee is only intended to remedy inconvenience costs that City suffers because of Licensee's public safety violations. Licensee's payment of Violation Use Fee does not in any way excuse any breach by Licensee of this License or limit in any way City's rights and interests in any other legal or equitable remedy provided by this License or otherwise for such public safety violation. For example, Licensee's obligation to pay Violation Use Fee does not in any way satisfy Licensee's indemnity and insurance obligations under this License, which apply according to their terms in addition to Licensee's obligation to pay Violation Use Fee.

10.5 Enforcement of Violation Use Fees: Appeal. The City Manager is authorized to issue notices of violation of this License and may take those measures necessary to promote, preserve, and protect public health, safety, and welfare within the Public Rights-of-Way and City-owned property through Violation Use Fees. The City Manager will issue a warning for the first violation by a Licensee under this section. The City Manager will issue notice to the Licensee as listed in Section 14.16. If the City determines that Licensee is liable for a Violation Use Fee, the City will issue to Licensee a notice of City's assessment of a Violation Use Fee to Licensee as provided in Section 14.16. The notice will set forth the nature of the violation and the amount of the assessment. Licensee must pay the Violation Use Fee within ten days of the date of the City's notice or may appeal the notice of violation as provided in

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Chandler City Code § 1-7.

10.6 Public Safety Violations; Civil Sanctions. In addition to imposing a Violation Use Fee, the City Manager is authorized to issue notices of violation of this License, prosecute such violations as provided in Chandler City Code sec.1-8, and may take those measures necessary to promote, preserve, and protect public health, safety, and welfare within the Public Rights-of-Way and City-owned property. The City Manager will issue a warning for the first violation by a Licensee under this section. The City Manager will issue notice to the Licensee as listed in Section 14.16.

10.7 Failure to Pay Civil Sanction. Failure of a party to pay a civil sanction upon final adjudication of the civil action as provided by law may result in the automatic termination of this License and any such party may be prohibited from obtaining additional licenses or permits until all outstanding civil sanctions have been dismissed or paid in full.

10.8 Non-waiver. Licensee acknowledges Licensee's unconditional obligation to comply with this License. No failure by City to demand any performance required of Licensee under this License, and no acceptance by City of any imperfect or partial performances under this License, will excuse such performance or impair in any way City's ability to insist, prospectively and retroactively, upon full compliance with these terms and conditions. No acceptance by City of payments or other performances hereunder will be deemed a compromise or settlement of any right City may have for additional, different, or further payments or performances as provided for in these terms and conditions. Any waiver by City of any breach of condition or covenant herein contained to be kept and performed by Licensee will not be deemed or considered as a continuing waiver and will not operate to bar or otherwise prevent City from declaring a default for any breach or succeeding or continuing breach either of the same condition or covenant or otherwise. No statement, bill, or notice by City or Licensee concerning payments or other performances due hereunder, or failure by City to demand any performance hereunder, will excuse Licensee from compliance with its obligations nor estop City (or otherwise impair City's ability) to, at any time, correct such notice and/or insist prospectively and retroactively upon full compliance with this License. No waiver of any description (including any waiver of this sentence or paragraph) will be effective against City unless made in writing by a duly authorized representative of City specifically identifying the particular provision being waived and specifically stating the scope of the waiver.

10.9 Reimbursement of City's Expenses. Licensee must pay to City within 45 days after City's demand all amounts expended or incurred by City in performing Licensee's obligations (upon Licensee's failure to perform the same after notice from City) together with interest thereon at the rate of 1% per annum from the date expended or incurred by City.

SECTION 11. ABANDONMENT

11.1 Abandonment; Removal of Facilities. In the event that the use of a substantial part of any of the System is discontinued for any reason for a continuous period of two (2) years for reasons other than Force Majeure, or in the event such System or property has been installed in any Public Rights-of-Way or other City-owned property without complying with the requirements of this License, or this License has terminated or been revoked, Licensee must promptly, upon being given 60 days' notice from the City, begin removal of the System and related appurtenances from the Public Rights-of-Way and other City-owned property other than such underground facilities which the City may permit to be abandoned in place. In the event of such removal, Licensee must promptly restore the Public Rights-of-Way and other City-owned property or other area from which such property has been removed to a condition satisfactory to the City subject to the City's customary practice to review upon request of Licensee. As a minimum, Licensee must restore the Public Rights-of-Way and other City-owned property to a condition as existed prior to the removal of the structure or property.

11.2 Permanent Abandonment. The System and any other property of Licensee remaining in the Public Rights-of-Way and other City-owned property without the consent of the City 180 days after the revocation of the License will be at the option of the City considered permanently abandoned. Any Licensee property permitted to be abandoned in place will be abandoned consistent with C.C.C. §§ 46-2.9, 46-8.12(K), the Utility Permit Manual, Transportation and Development Policy TDP-275, and any other applicable law.

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SECTION 12. LICENSE REVOCATION, ALTERATION, SUSPENSION

In addition to the remedies set forth in Section 10, the City may revoke, alter, or suspend this License as follows.

12.1 License Events of Default. In addition to the remedies listed in C.C.C. chapter 46 and subject to these terms and conditions, this License may, after City Council consideration, be revoked, altered, or suspended by the City as the City deems necessary for any of the following events of default following the cure period specified in Section 12.2: (i) Licensee's failure to maintain any faithful insurance coverage, or pay any fees or taxes due and owing as required under this License; (ii) Licensee's failure to comply with an applicable law, rule, or regulation related to the System, this License, or as required by the appropriate regulatory authority; (iii) fraud by Licensee, in its conduct or relations under this License; (iv) Licensee's willful or grossly negligent violation of this License; (v) Licensee's failure to comply with any federal, state, local, or administrative order, law, permit, regulation, or consent decree as such may apply to Licensee's activities and services as contemplated in this License; (vi) permanent or temporary suspension of Licensee's services for a period of 180 or greater consecutive calendar days by the United States or the State of Arizona for any authorizations legally required for Licensee to own, operate, maintain, or construct the System; (vii) If Licensee is the subject of a voluntary or involuntary bankruptcy, receivership, insolvency, or similar proceeding or if any assignment of any of Licensee's property is made for the benefit of creditors or if Licensee is not regularly paying its debts as they come due; (viii) If City incurs any liability, obligation, damage, cost, expense, or other claim of any description for which is not liable and for which Licensee is obligated pursuant to this License to indemnify, defend, and hold harmless the City, unless Licensee gives prompt statement or notice to City of Licensee's commitment to indemnify, defend, and hold City harmless against such claim and Licensee does in fact promptly commence and continue to indemnify, defend, and hold City harmless against such claim to the extent required under this License, unless Licensee believes in good faith that it is not obligated to indemnify, defend and hold the City harmless; and (ix) Licensee is found liable under Section 10 for five (5) public safety violations within a period of twelve (12) consecutive months.

12.2 Additional Cure Period. Due to the gravity of the license events of default listed in Section "12.1", Licensee is provided additional time (when compared to Section 10) to cure these events of default. If any of the foregoing events in Section "12.1" occur, Licensee must cure the default within 60 days after receipt of notice from the City. Licensee will be held in material breach under this Section "12": (i) if Licensee fails to cure the license event of default listed in Section "12.1" within 60 days after notice from the City; or (ii) if a license event of a default listed in Section "12.1" cannot be cured within 60 days after notice from the City and Licensee fails to begin and diligently pursue to cure the default.

12.3 City Determination; City Council Consideration. If Licensee is held in material breach as provided in Section "12.2", the City will notify Licensee as provided in Section 14.16 of the City's determination to terminate, postpone for a period, or proceed with the revocation, alteration, or suspension of this License. As part of this determination, the City will state the principal reasons that support the City's determination. Licensee may appeal the City's determination as provided in Chandler City Code sec.1-7 within (10) ten business days from the date of the determination. If Licensee fails to timely appeal the City's determination or if Licensee's appeal fails, the City may proceed to terminate, postpone for a period, or proceed with the revocation, alteration, or suspension of this Agreement by presenting this matter to the Chandler City Council for consideration at the Council's next regularly scheduled Council meeting. The City will send a written statement of proposed action by certified U.S. mail, return receipt requested, to Licensee as provided in Section 14.16. The written statement of proposed action must include the date and time of the City Council meeting and the principal reasons for the proposed action. The City Council may take any final action the Council deems necessary and prudent related to this License. Licensee will retain all legal remedies should it choose to contest the City's proposed action.

12.4 Removal of Facilities. Upon revocation of this License, the City may declare a forfeiture, whereupon all rights and privileges of Licensee under this License will immediately be divested without a further act upon the part of Licensee, and Licensee must remove its structures or property from the Public Rights-of-Way and other City-owned property and restore the Public Rights-of-Way and other City-owned property to the condition as existed prior to the removal of the structure or property. Upon Licensee's failure to do so within six months of revocation,

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the City may perform the work and collect the City's cost from Licensee. At the City's option, Licensee may abandon structures or property in place as provided in this License. At a minimum, the Public Rights-of- Way and other City-owned property must be restored to a condition as existed before the removal of the structures or property.

SECTION 13. EFFECT OF EXPIRATION, REVOCATION, OR TERMINATION OF LICENSE

13.1 Services. Upon expiration, revocation, or termination of this License for any reason, Licensee may enter good-faith negotiations with the City or other governmental authority for a period of 180 days from the date of expiration, revocation, or termination to obtain a license, permit, or other approval or agreement that may be lawfully required to allow Licensee to continue use of the Public Rights-of-Way and other City-owned property.

13.2 Holding Over. In any circumstance whereby Licensee continues to occupy the Public Rights-of-Way and other City-owned property after the expiration of this License, the Licensee's hold over operates as a renewal or extension of this License on a month-to-month basis that may be terminated at any time by the City upon 60 days' written notice to Licensee, or by Licensee upon 60 days' written notice to the City.

SECTION 14. GENERAL CONDITIONS

14.1 License Administrator and Enforcement. In all matters of License administration, the City Manager has authority to determine Licensee's compliance with the terms and provisions of the License, and in the event of non-compliance, to exercise any or all the remedies included in this License.

14.2 Right of Inspection of Construction. The City may inspect all construction or installation work performed subject to the provisions of this License and to make such tests as it deems necessary to ensure compliance with the terms of this License and other pertinent provisions of law.

14.3 Right of Intervention. The City may intervene in any suit or proceeding related to or arising out of this License to which Licensee is party, and Licensee may not oppose such intervention by the City.

14.4 Public Records Acknowledgment. Notwithstanding any provision in this License, Licensee acknowledges and understands that the City is a political subdivision of the State of Arizona and is subject to the disclosure requirements of Arizona's Public Records Law (A.R.S. §§ 39-121 et seq.).

14.5 Permission of Property Owner Required. This License does not convey the right to install any part of Licensee's System on private property.

14.6 Compliance With Laws. Licensee must comply with all federal, state, and City ordinances, resolutions, rules, and regulations related to the rights and duties granted Licensee under this License.

14.7 Reserved.

14.8 Non-Enforcement by the City. Licensee will not be relieved of its obligation to comply with any of the provisions of this License by reason of the City's failure to insist upon or to seek compliance with any term and condition.

14.9 License Documents. Licensee must submit to the City the letter of credit and insurance certificates as required by the License within 90 days of the Effective Date. The License granted is not legally operative until all of Licensee's requirements in this Section are completed. In the event Licensee does not timely satisfy these, this License will be deemed null and void unless Licensee's period to comply is extended by the Council.

14.10 Survival of Warranties. Licensee's representations and warranties made as part of the grant of this License, or any permit issued under this License survive termination or revocation of this License.

14.11 Hazardous Substances. Licensee will, at its own cost, be responsible for proper investigation and management of all Hazardous Substances under its control, including Hazardous Substances Licensee uses,

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generates, or disposes of, and must comply with all Environmental Laws to carry out its obligations under this License. In the event Licensee releases to the environment Hazardous Substances under its control, to the extent that a governmental agency with jurisdiction requires reporting, investigation, cleanup, or remedial measures to be taken, Licensee must, at its sole cost and expense, promptly undertake such required actions. If Licensee discovers a Pre-existing Environmental Condition, Licensee will immediately notify the City in writing as provided in Section 14.16.

14.12 Right of Cancellation. Licensee acknowledges that this License is subject to cancellation by the City under A.R.S. § 38-511.

14.13 Covenant Against Contingent Fees. Licensee warrants that no person has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and that no member of the City Council, or any employee of the City has any interest, financially or otherwise, in this License. For breach or violation of this warranty, the City has the right to annul this License without liability or at its discretion to deduct from the License price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

14.14 Independent Contractor. Any provision in this License that may appear to give the City the right to direct Licensee or Licensee the right to direct the City as to the details of accomplishing the work or to exercise a measure of control over the work means that the party will follow the wishes of the other party as to the results of the work only.

14.15 Jurisdiction; Governing Law; Venue. As a condition of the grant of this License, Licensee acknowledges and accepts that Licensee is subject to personal and subject matter jurisdiction of Arizona state courts. Arizona law governs this License, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding to enforce this License must be instituted in a court located in Maricopa County, Arizona.

14.16 Delivery, Procedure of Notices and Communications. All notices, consent, or other communication under this License must be in writing and: (i) delivered in person; or (ii) sent by electronic mail and deposited in the United States mail, postage prepaid, certified mail, return receipt requested; or (iii) deposited with any commercial air courier or express service and addressed as follows:

To Licensee: Teleport Communications America, LLC
One AT&T Way
Bedminster, NJ 07921
Attention: Christopher J Och

With a copy to: Teleport Communications America, LLC
c/o AT&T Services, Inc.
208 S. Akard Street
Dallas, TX 75202
Attention: Legal Department –
Network Services

To the City: City of Chandler
Attention: Development Services Department
P.O. Box 4008, Mail Stop 405
Chandler, Arizona 85244-4008
Phone: (480) 782-3000
Email: tuf@chandleraz.gov

With a copy to: Office of the City Attorney
175 South Arizona Avenue
P.O. Box 4008 Mail Stop 602
Chandler, Arizona 85244-4008
Phone: (480) 782-4640

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Fax: (480) 782-4652
Email: legal.notices@chandleraz.gov

Notice will be deemed received at the time it is personally served on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) calendar days after the notice is deposited in the United States mail as evidenced by the certified mail receipt. Any period stated in a notice will be computed from the time the notice is deemed received unless noted otherwise. Any party may change its mailing address, phone number, email address or the person to receive notice by notifying the other party as provided in this Section. Notices sent by electronic mail must also be sent by certified mail to the recipient at the above address.

14.17 Organization/Employment Disclaimer. This License is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, agreement, or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the Parties will be only those expressly set forth in this License.

14.18 Entire Agreement; Amendment; Waivers. This License, and the below listed exhibits which are incorporated herein by this reference and are attached and/or on file at the City and available for inspection, constitute the entire agreement between the City and Licensee with respect to the transactions contemplated therein and supersede all prior negotiations, communications, discussions, and correspondence, whether written or oral, concerning the subject matter hereof. No supplement, modification, or amendment of any term of this License will be deemed binding or effective unless executed in writing by the Parties. No waiver of any of the provisions of this License will be deemed, or will constitute, a waiver of any other provisions, whether similar, nor will any waiver constitute a continuing waiver. No waiver is binding unless expressly executed in writing by the Party making the waiver.

Exhibit A – Service Area
Exhibit B – Form Letter of Credit

14.19 Right of Parties. Nothing in this License, whether express or implied, is intended to confer any right or remedies under or by reason of this License on any persons other than the Parties to this License and their respective successors and permitted assigns, nor is anything in this License intended to relieve or discharge any obligation or liability of any person who is not a party to this License, nor will any provisions in this License give any persons not a party to this License any right of subrogation or action over or against any Party to this License.

14.20 Construction. This License is the result of negotiations between the Parties, none of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions of this License will be construed in accordance with their usual and customary meanings. The Parties hereby waive the application of any rule of law that otherwise would be applicable in connection with the construction of this License that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed License or any earlier draft of the same. Unless the context of this License otherwise clearly requires, references to the plural include the singular and the singular the plural. The words "hereof," "herein," "hereunder" and similar terms in this License refer to this License as a whole and not to any particular provision of this License. All references to "Sections" herein refer to the sections and paragraphs of this License unless specifically stated otherwise. The section and other headings contained in this License are inserted for convenience of reference only, and they neither form a part of this License nor are they to be used in the construction or interpretation of this License.

14.21 Severability. If any covenant, condition, term, or provision of this License is held to be illegal, or if the application of this License to any person or in any circumstances to any extent be judicially determined to be invalid or unenforceable, the remainder of this License or the application of such covenant, condition, term, or provision to persons or in circumstances other than those to which it is held invalid or unenforceable, must not be affected, and each covenant, term, and condition of this License is valid and enforceable to the fullest extent permitted by law.

14.22 Cooperation and Further Documentation. Each of the Parties agree to provide the other with such additional and other duly executed documents as are reasonably requested to fulfill the intent of this License.

14.23 Force Majeure. For the purpose of any of the provisions of this License, neither Licensee nor the City, as the case may be, will be considered in breach of or in default of their obligations under this License as a result of

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the enforced delay in performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to: acts of God, acts of the public enemy, acts of the Federal Government, acts of the Salt River Project, acts of Maricopa County, acts of the State of Arizona or any of its departments, acts of any railroad, fire, floods, epidemics, pandemics, strikes, lock outs, freight embargoes, and unusually severe weather; it being the purpose and intent of this provision that in the occurrence of any such enforced delay, the time for performance of Licensee's and the City's obligations, as the case may be, will be extended for the period of the enforced delay, provided that the party seeking the benefit of this provision will have notified the other party in writing of the cause or causes, and requested an extension for the period of the enforced delay. If notice by the party claiming such extension is sent to the other party more than 30 days after commencement of the cause, the period of delay will be deemed to commence 30 days prior to the giving of such notice.

14.24 On-Call Assistance. Licensee or its agents must be available 24 hours a day, seven days a week to City staff of any City department with jurisdiction over Licensee's activities related to problems or complaints resulting from the installation, operation, maintenance, or removal of the System.

14.25 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any party who fails, or whose contractors fail, to comply with A.R.S. § 23-214(A). Therefore, Licensee and each contractor 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 this License and may be subject to penalties up to and including revocation of the License. City retains the legal right to inspect the papers of Licensee's or contractor's employees who provide services under this License to ensure that Licensee and its contractors comply with this warranty.

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

14.27 Written Acceptance. Licensee's execution of this License constitutes Licensee's acceptance of this License as granted and its agreement to be bound by and to comply with the terms and conditions of this License. Licensee's signature must be acknowledged by Licensee before a notary public.

14.28 Data Confidentiality and Data Security. As used in this License, 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 Licensee as part of the terms and conditions of this License. Except as specifically provided in this License, the Parties must not divulge data to any third party without the other Party's prior written consent. These prohibitions do not apply to the following data: (i) data which was known to the receiving Party prior to the Effective Date; or (ii) data which was acquired by the receiving Party in its performance under this License and which was disclosed to the receiving Party by a third party, who to the best of the receiving Party's knowledge and belief, had the legal right to make such disclosure and the receiving Party is not otherwise required to hold such data in confidence; or (iii) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Parties are subject. Each Party assumes all liability to maintain the confidentiality of the data in its possession and agrees to compensate the other Party if any of the provisions of this Section are violated by the receiving Party, its employees, agents, or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court.

14.29 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 always protected by Licensee. At a minimum, Licensee 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. If data collected or obtained by Licensee or its agents in connection with this License is believed to

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have been compromised, Licensee or its agents must immediately notify the City contact. Licensee agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. The obligations of Holder under this Section must survive the termination of this License.

14.30 Public Emergency. City shall have the right, because of a public emergency, to sever, disrupt, dig-up or otherwise destroy facilities of Licensee without any prior notice to Licensee, if the action is deemed reasonably necessary by the City Manager, Fire Chief, Police Chief, City Street Transportation Director, Public Works Director or Water Services Director. A public emergency may be any condition which, in the opinion of any of the officials named, poses an immediate threat to the lives or property of the residents of the City or others caused by any natural or man-made disaster, including but not limited to, storms, floods, fire, accidents, explosions, major water main breaks, hazardous material spills, etc. Licensee will be notified by the City of the public emergency and the action taken by the City as soon as reasonably possible. Licensee shall be responsible for repair at its sole expense of any of its facilities damaged pursuant to any such action taken by City.

14.31 Blue Stake. Licensee must comply with A.R.S. §§ 40-360.21-360.32 by participating as a member of the Arizona Blue Stake Center with the necessary records and persons to provide location service of Licensees facilities upon receipt of a locate call or as promptly as possible, but in no event later than two (2) working days. A copy of the License or proof of membership must be filed with the City.

14.32 Inspection and Audit of License Provisions. All books, accounts, reports, files, and other records related to or arising out Licensee's payment obligations under this License (collectively "Records") are subject at all reasonable times to inspection and audit by the City including for three years after the expiration or termination of this License. Licensee must produce the Records at a mutually agreed to time and location within Maricopa County, Arizona.

14.33 Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter, and bind such party to the commitments and obligations set forth herein.

IN WITNESS WHEREOF, the Parties duly execute and agree to be bound by this License as of the Effective Date.

CITY OF CHANDLER, an Arizona municipal corporation	**TELEPORT COMMUNICATIONS AMERICA, LLC**
_____	By: _____
Mayor	Christopher Och
	Name of Authorized Signer
APPROVED AS TO FORM:	Title: Vice President
_____	
City Attorney	
ATTEST:	ATTEST:
_____	_____
City Clerk	Name and Title

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EXHIBIT A
SERVICE AREA

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EXHIBIT B
STANDARDS FOR LETTER OF CREDIT

In addition to any other requirements imposed upon a letter of credit (the "Letter of Credit") issued pursuant to this Agreement, the Letter of Credit shall meet and be governed by the following additional standards and requirements:

1. Letter of Credit Requirements. The Letter of Credit shall be printed on Bank Safety Paper. The following terms and no others shall be stated on the face of the Letter of Credit:

1.1 The Letter of Credit is clean, unconditional, irrevocable, independent, and standby.
1.2 The Letter of Credit is payable to City upon presentation of City's draft.
1.3 City may make partial draws upon the Letter of Credit.
1.4 The Letter of Credit is for payment solely upon presentation of a sight draft and a copy of the Letter of Credit.
1.5 Within ten (10) days after City's draft on the Letter of Credit is honored, City must make the original of the Letter of Credit available to the issuer in Maricopa County, Arizona upon which the issuer may endorse its payments.
1.6 The issuer specifies a telefax number, email address, and street address at which City may present drafts on the Letter of Credit.
1.7 The Letter of Credit is valid until a specified date.
1.8 The Letter of Credit will be automatically renewed for successive one (1) year periods, unless at least 30 days prior to expiration the issuer notifies City in writing, by either registered or certified mail, that issuer elects not to renew the Letter of Credit for the additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available by draft on or before the then current expiration date.
1.9 The Letter of Credit is otherwise subject to the most recent edition of the Uniform Customs and Practices for Documentary Credits, published by the International Chamber of Commerce including, but not limited to, International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590; ISP98 Model Government Standby (U.S.) Form 11.1 and annexes (2017)).
1.10 The Letter of Credit need not be transferable.

2. Approved Forms. The form of the Letter of Credit and of drafts upon the Letter of Credit shall be as follows:

2.1 Except as approved in writing by City's Development Services Department, the form of the Letter of Credit shall be in the form set out below.
2.2 Except as approved in writing by City's Development Services Department, the form of drafts upon the Letter of Credit shall be in the form set out below.

3. Issuer Requirements. The issuer of the Letter of Credit shall meet all of the following requirements:

3.1 The issuer shall be a federally insured financial institution with offices in Maricopa County, Arizona, at which drafts upon the Letter of Credit may be presented.
3.2 The issuer shall be a member of the New York Clearing House Association or a commercial bank or trust Company satisfactory to City.
3.3 The issuer shall have a net worth of not less than $1 billion.

Docusign Envelope ID: 0F59388A-C88F-4D01-A298-C1A716B5B4B1

FORM OF LETTER OF CREDIT
(ISP98 Model Government Standby (U.S.) Form 11.1)

Date _____, 20__

Letter of Credit No.:_____

Development Services Department
City of Chandler
P.O. Box 4008
Mail Stop 405
Chandler, AZ 85244-4008

Dear Sir or Madam:

Issuance. At the request and for the account of [*name and address of applicant*] ("Applicant"), we [*name and address of issuer at place of issuance*] ("Issuer") issue the irrevocable independent standby letter of credit number [*reference number*] ("Standby") in favor of [*name and address of beneficiary*] ("Beneficiary") in the maximum aggregate amount of USD [*amount*].

Undertaking. Issuer undertakes to Beneficiary to pay Beneficiary's demand for payment for an amount available under the Standby and in the form of Annex A (Payment Demand) [or *Annex B (Payment Demand after Notice of Non-Extension)*] completed as indicated and presented to Issuer at the following place for presentation: in Maricopa County, Arizona at or before the close of business on the expiration date.

Overdrawing. If a demand exceeds the amount available, but the presentation otherwise complies, Issuer undertakes to pay the amount available.

Expiration. The expiration date of this Standby is valid until _____ 20__.

Automatic Extension. The expiration date of this Standby shall be automatically extended for successive one-year periods, unless [30] or more calendar days before the then current expiration date Issuer gives written notice to Beneficiary that Issuer elects not to extend the expiration date. Issuer's written notice must be sent by *registered, certified, or priority express mail or nationally recognized overnight courier* to Beneficiary's above-stated address [*and to the attention of [office, officer, or other attention party] or, alternatively, be received by Beneficiary's attention party*] [30] or more calendar days before the then current expiration date.

Payment. Payment against a complying presentation shall be made within three business days after presentation at the place for presentation or by wire transfer to a duly requested account of Beneficiary.

ISP98. This Standby is issued subject to the International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590). This Letter of Credit is not assignable.

Issuer's Charges and Fees. Issuer's charges and fees for issuing, amending, or honoring this Standby are for Applicant's account and shall not be deducted from any payment Issuer makes under this Standby. [*Issuer undertakes to Beneficiary to pay the charges and fees of any bank nominated in this Standby to advise [and confirm] this Standby for acting on such nomination.*]

Docusign Envelope ID: 0F59388A-C88F-4D01-A298-C1A716B5B4B1

[*Communications. Communications other than demands may be made to Issuer in the manner and at the place for presentation and also as follows:* ***[address for mailed, couriered, telephone, telefax, or electronic communications].*** *Communications other than for notices of non-extension may be made to Beneficiary at Beneficiary's above-stated address and also as follows:* ***addresses for mailed, couriered, telephone, telefax, or electronic communications]****.]*

[*Issuer's name*]
[*signature*]
_____
Authorized Signature

_____ [bank name] _____, a _____

By _____ [bank officer's signature] _____

_____ [bank officer's name printed] _____

Its _____ [bank officer's title] _____

Phone: ___ [bank officer's phone number] _____

Docusign Envelope ID: 0F59388A-C88F-4D01-A298-C1A716B5B4B1

ANNEX A: PAYMENT DEMAND
(ISP98 Model Government Standby (U.S.) Form 11.1

To: [*Issuer name and address*]

From: Development Services Department
City of Chandler
P.O. Box 4008
Mail Stop 405
Chandler, AZ 85244-4008

Date: _____, 20_____

Re: Standby Letter of Credit No. [*reference number*], dated [*date*], issued by [*issuers name*] ("Standby").

Ladies and Gentlemen:

The undersigned beneficiary demands payment of USD [*insert amount*] under the Standby. Beneficiary states that Applicant is obligated to pay to Beneficiary the amount demanded as provided in [*the contract, regulation, or other document that identifies the underlying obligations to the government beneficiary*]. Beneficiary requests that payment be made by wire transfer to an account of Beneficiary as follows: [*Insert name, address, and routing number of beneficiary's bank, and name and number of beneficiary's account*].

[*Beneficiary's name and address*]
By its authorized officer:
[*Insert original signature*]
[*Insert typed/printed name and title*]

If such deposit cannot be accomplished immediately for any reason, please make your payment in the form of a cashier's check issued by your institution and delivered to me at the address listed above.

I certify that I am the Development Services Director of the City of Chandler.

If there is any imperfection or defect in this draft or its presentation, please inform me immediately at (480) 782-3410 so that I can correct it. Also, please immediately notify the City Attorney at (480) 782-4656.

Thank you.

_____
City of Chandler, Development Services Director

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 24-050

Date: September 12, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kevin Snyder, Development Services Director
From: Mikayela Liburd, Associate Planner
Subject: ANX23-0004 Cooper Road Annexation
Adoption of Resolution No. 5832

Request: Annexation of County Right-of-Way on Cooper Road between Alamosa Drive and Riggs Road, totaling approximately 6.7 acres.
Location: Cooper Road between Alamosa Drive and Riggs Road
Applicant: City of Chandler

Proposed Motion:

Move City Council pass and adopt Resolution No. 5832 approving annexation of county right-of-way located on Cooper Road between Alamosa Drive and Riggs Road, contingent upon approval by Maricopa County.

Background Data:

- The City has recently constructed roadway widening improvements on Cooper Road from Alamosa Drive to Riggs Road.
- Annexation of the right of way is necessary for these improvements, as Maricopa County properties represent 16% of the project frontage.
- Ongoing operations and maintenance expenses were programmed into Streets/Traffic Project 6ST675 (see attached).
- In 2018, an Intergovernmental Agreement between the City of Chandler and Maricopa County was established for the right of way assistance and improvements to Cooper Road from Alamosa Drive to Riggs Road.

- City of Chandler will maintain Cooper Road.

Surrounding Land Use Data:

North	Ocotillo Road	South	Chandler Heights Road
East	Single-Family Residential	West	Single-Family Residential

Utility Service

Existing municipal water service, wastewater service, and reclaimed water are available in Cooper Road.

Staff Comments

Attachments

Resolution No. 5832
Vicinity Maps 1 and 2
Vicinity Map 3
Vicinity Map 4
Vicinity Map 5
Traffic/Streets Project 6ST675

RESOLUTION NO. 5832

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE ANNEXATION OF CERTAIN COUNTY-OWNED RIGHT-OF-WAY ON COOPER ROAD BETWEEN ALAMOSA DRIVE AND RIGGS ROAD, WHICH RIGHT-OF-WAY WILL BE TRANSFERRED TO THE CITY OF CHANDLER CONTINGENT UPON THE APPROVAL OF THE MARICOPA COUNTY BOARD OF SUPERVISORS.

WHEREAS, A.R.S. §9-471(O) provides that a county right-of-way or roadway may be transferred to an adjacent city or town by mutual consent of the governing bodies of the county and the receiving city or town (a) if the property transferred is adjacent to the receiving city or town and (b) if the city or town and the county each approve the proposed transfer as a published agenda item at a regular public meeting of their governing bodies; and

WHEREAS, pursuant to A.R.S. §9-471(O), such a transfer of property shall be treated by the receiving city or town as if the transferred property was newly annexed territory; and

WHEREAS, the property to be transferred through this resolution is adjacent to the City of Chandler and consists of right-of-way or roadway located in an unincorporated portion of Maricopa County, as described and depicted in the map and legal descriptions attached hereto as Exhibit A, said exhibit being incorporated herein by this reference (hereinafter, the "Roadway"); and

WHEREAS, this resolution has been acted upon as a published agenda item at a regular public meeting of the Chandler City Council;

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

Section 1**.** Pursuant to the provisions of A.R.S. §9-471(O), and contingent upon approval of the Maricopa County Board of Supervisors, the City of Chandler does hereby approve and consent to the transfer by Maricopa County to the City of Chandler of the Roadway, as depicted and legally described in attached Exhibit A.

Section 2. Upon completion of the transfer of the Roadway to the City of Chandler, the Roadway shall be treated by the City of Chandler as if the Roadway was territory newly annexed into the corporate limits of the City of Chandler and made part of the City's roadway system.

Section 3**.** The City Clerk is hereby instructed to file and record a copy of this resolution, together with documentation of approval by the Maricopa County Board of Supervisors and an accurate map of the transferred property, certified by the Development Services Director of the City of Chandler or his designee, in the Office of the County Recorder of Maricopa County, Arizona.

Section 4. The Development Services Director of the City of Chandler or his designee is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of the City of Chandler Land Use and Zoning Code in compliance with this resolution.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ___ day of _____, 2024.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5832 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting was held on the _____ day of _____, 2024, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

EXHIBIT ‘A’
Legal Description

Entellus
8033 North 44th Street, Suite 250
Phoenix, Arizona 85018
Tel 602.244.2566
Fax 602.244.8947
Web www.entellus.com

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
PARCEL 1
COOPER ROAD ANNEXATION

That portion of the Northwest Quarter of Section 24, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the brass cap in hand hole found at the West Quarter Corner of said Section 24, from which a brass cap flush found at the Northwest Corner of said Section 24 bears North 00 degrees 22 minutes 45 seconds West a distance of 2,639.81 feet, said line being the West line of said Northwest Quarter, and said line being the basis of bearings for this description;

Thence along said West line, North 00 degrees 22 minutes 45 seconds West a distance of 660.05 feet to **THE POINT OF BEGINNING**;

Thence continuing along said West line North 00 degrees 22 minutes 45 seconds West a distance of 164.87 feet to the south line of City of Chandler Ordinance number 3699;

Thence departing said West line along said South ordinance line North 89 degrees 07 minutes 44 seconds East a distance of 49.01 feet to the Easterly right of way line of Cooper Road according to Document number 2020-0100050 official records of Maricopa County, Arizona;

Thence along said Easterly right of way line for the following 7 courses:

1. South 00 degrees 39 minutes 45 seconds West a distance of 32.31 feet;
2. North 89 degrees 20 minutes 15 seconds West a distance of 3.00 feet;
3. South 00 degrees 39 minutes 45 seconds West a distance of 92.35 feet;
4. South 89 degrees 20 minutes 15 seconds East a distance of 3.00 feet;
5. South 00 degrees 39 minutes 45 seconds West a distance of 30.00 feet;

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
DATE SIGNED 6-11-24
ARIZONA U.S.A.

Adam Mueller

Entellus
3033 North 44th Street, Suite 250
Phoenix, Arizona 85018
Tel 602.249.2566
Fax 602.244.8947
Web www.entellus.com

6. North 89 degrees 20 minutes 15 seconds West a distance of 3.00 feet;

7. South 00 degrees 39 minutes 45 seconds West a distance of 10.35 feet to a point on the North line of City Of Chandler Ordinance 3257 as described in document 2001-0419303 official records of Maricopa Mounty, Arizona;

Thence departing said Easterly Right of Way line along said North ordinance line South 89 degrees 08 minutes 15 seconds West a distance of 43.01 feet to the West line of said Northwest Quarter also being **THE POINT OF BEGINNING.**

Containing an area of 7,524 SQUARE FEET or 0.173 ACRES, more or less.

See attached Exhibit "B"

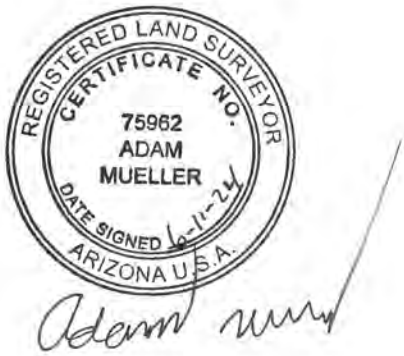
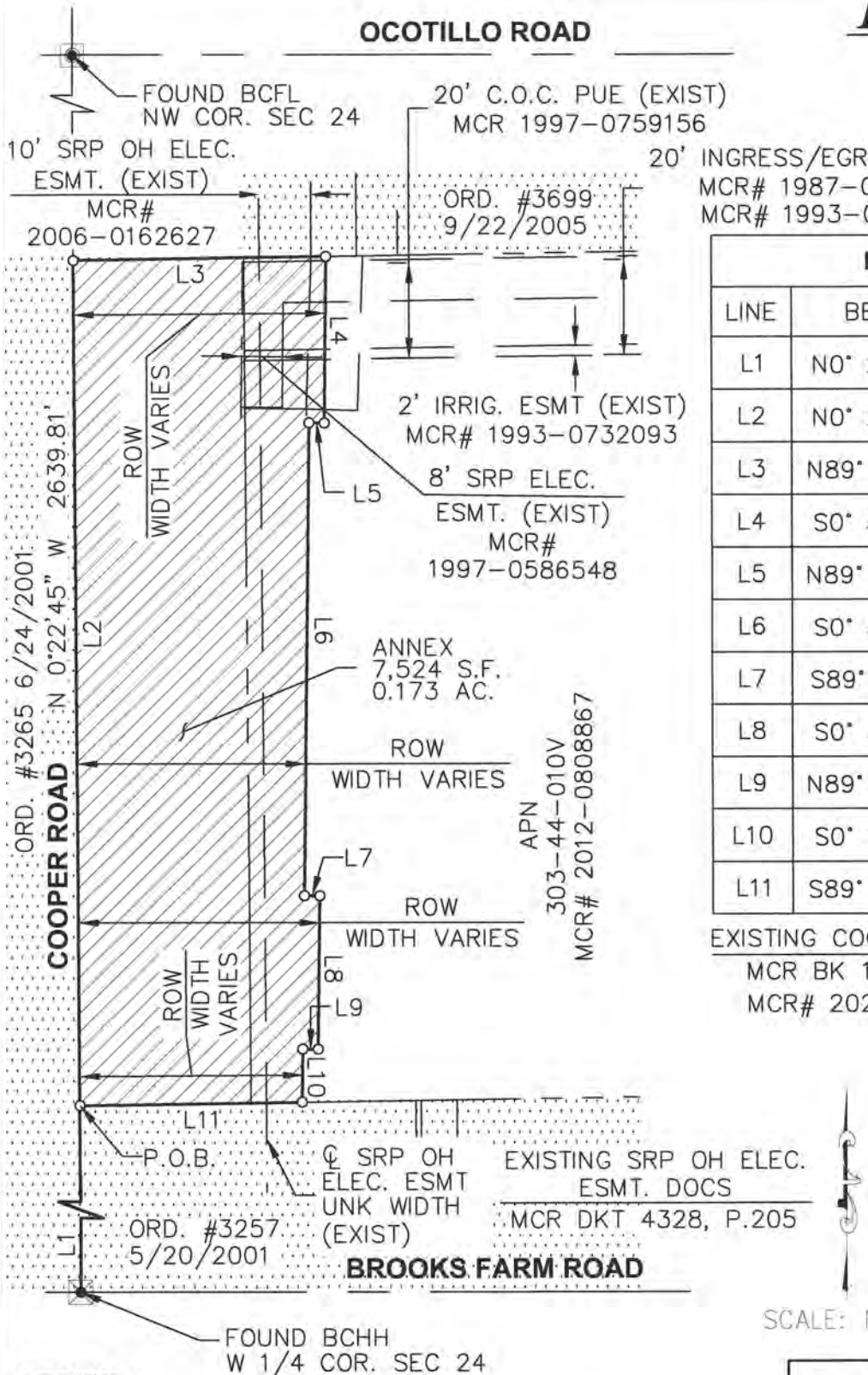


EXHIBIT "B"

CITY OF CHANDLER
ANNEXATION
PARCEL 1



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N0° 22' 45"W	660.05'
L2	N0° 22' 45"W	164.87'
L3	N89° 07' 44"E	49.01'
L4	S0° 39' 45"W	32.31'
L5	N89° 20' 15"W	3.00'
L6	S0° 39' 45"W	92.35'
L7	S89° 20' 15"E	3.00'
L8	S0° 39' 45"W	30.00'
L9	N89° 20' 15"W	3.00'
L10	S0° 39' 45"W	10.35'
L11	S89° 08' 15"W	43.01'

EXISTING COOPER RD. R.O.W. DOCS
MCR BK 1 ROAD MAPS, P.28
MCR# 2020-0100050

SCALE: N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 06/11/24
ARIZONA, U.S.A.

Adam Mueller

LEGEND

EXISTING ANNEXATION

ANNEXATION

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24 BEARING N0°22'45"W

Entellus™
3033 N. 44th Street Suite 250
Phoenix, AZ 85018.7228
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

CITY OF CHANDLER

ST1503.201

SECTION 24, T2S, R5E

ANNEXATION PARCEL 1

DATE: 5/14/24	REV'D: JTP	
DRAWN BY: CK	CHK'D: DGF	PG: 3 OF 3
FILE: PARCEL 1_ANNEX.DWG		

PARCEL 1 ANNEX TIE Polyline Report Tue May 14 10:42:17 2024

Northing	Easting	Bearing	Distance
815296.194	733749.132		
		N 00°22'45" W	660.050
815956.230	733744.763		

Closure Error Distance> 660.05000 Error Bearing> S 00°22'45" E
Closure Precision> 1 in 1.0 Total Distance> 660.050
Area not calculated because polyline not closed

PARCEL 1 ANNEX CLOSURE Polyline Report Tue May 14 10:43:09 2024

Northing	Easting	Bearing	Distance
815956.230	733744.763		
		N 00°22'45" W	164.869
816121.095	733743.672		
		N 89°07'44" E	49.005
816121.840	733792.672		
		S 00°39'45" W	32.310
816089.532	733792.298		
		N 89°20'15" W	3.000
816089.567	733789.299		
		S 00°39'45" W	92.347
815997.226	733788.231		
		S 89°20'15" E	3.000
815997.191	733791.231		
		S 00°39'45" W	30.000
815967.193	733790.884		
		N 89°20'15" W	3.000
815967.228	733787.884		
		S 00°39'45" W	10.351
815956.877	733787.764		
		S 89°08'15" W	43.006
815956.230	733744.763		

Closure Error Distance> 0.00000
Total Distance> 430.888
Polyline Area: 7524 sq ft, 0.1727 acres

Entellus
3033 North 44th Street, Suite 250
Phoenix, Arizona 85018
Tel 602.244.2566
Fax 602.244.8947
Web www.entellus.com

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
PARCEL 2
COOPER ROAD ANNEXATION

That portion of the Northwest Quarter of Section 24, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

BEGINNING at the brass cap in hand hole found at the West Quarter Corner of said Section 24, from which the brass cap found flush at the Northwest Corner of said Section 24 bears North 00 degrees 22 minutes 45 seconds West a distance of 2,639.81 feet, said line being the West line of said Northwest Quarter, and said line being the basis of bearings for this description;

Thence along said West line, North 00 degrees 22 minutes 45 seconds West a distance of 360.03 feet to a point on the South Line of Ordinance 3257 as found recorded in document 2001-0419303 official records of Maricopa County, Arizona;

Thence North 89 degrees 09 minutes 15 seconds East along said south ordinance line a distance of 55.00 feet to a point on the Easterly right of way Line of Cooper Road as described in document 2020-0915221 official records of Maricopa County, Arizona;

Thence along said right of way line, South 00 degrees 22 minutes 45 seconds East a distance of 360.05 feet to a point on the South Line of said Northwest Quarter of Section 24;

Thence along said South Line, South 89 degrees 10 minutes 15 seconds West a distance of 55.00 feet to the **POINT OF BEGINNING**.

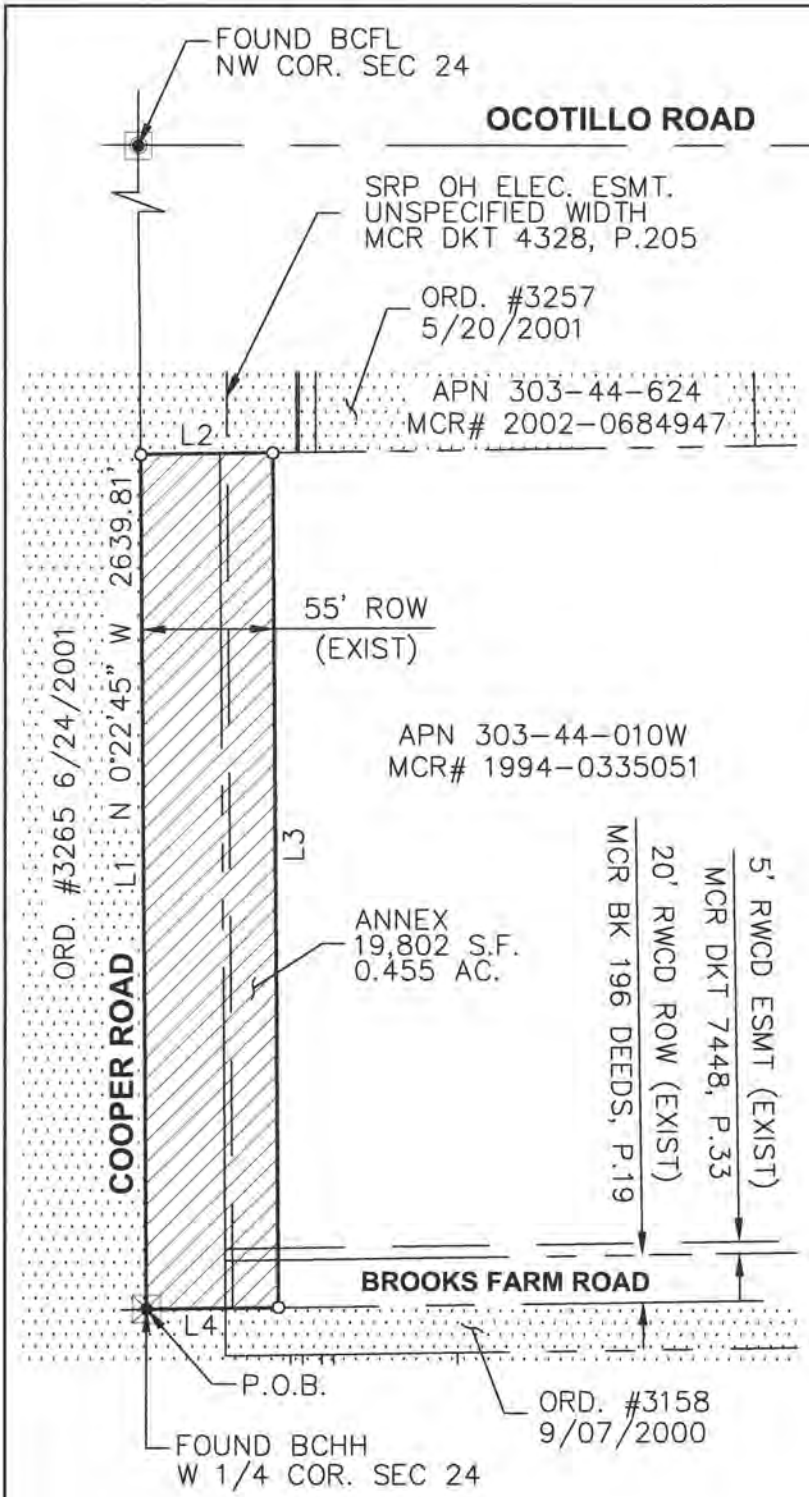
Containing an area of 19,802 SQUARE FEET or 0.455 ACRES, more or less.

See attached Exhibit "B"



EXHIBIT "B"

CITY OF CHANDLER
ANNEXATION
PARCEL 2



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N0° 22' 45"W	360.03'
L2	N89° 09' 15"E	55.00'
L3	S0° 22' 45"E	360.05'
L4	S89° 10' 15"W	55.00'

EXISTING COOPER RD. ROW DOCS
MCR BK 1 ROAD MAPS, P.28
MCR# 2020-0915221

SCALE: N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 06/11/24
ARIZONA, U.S.A.

Adam Mueller

LEGEND

EXISTING ANNEXATION

ANNEXATION

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24 BEARING N0°22'45"W

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CITY OF CHANDLER

ST1503.201

SECTION 24, T2S, R5E

ANNEXATION PARCEL 2

DATE: 5/14/24 | REV'D: JTP

DRAWN BY: CK | CHK'D: DGF | PG: 2 OF 2

FILE: PARCEL 2_ANNEX.DWG

PARCEL 2 ANNEX CLOSURE Polyline Report Tue May 14 13:10:35 2024

Northing	Easting	Bearing	Distance
815296.194	733749.132		
		N 00°22'45" W	360.030
815656.216	733746.749		
		N 89°09'15" E	55.002
815657.028	733801.745		
		S 00°22'45" E	360.046
815296.990	733804.128		
		S 89°10'15" W	55.002
815296.194	733749.132		

Closure Error Distance> 0.00000
Total Distance> 830.080
Polyline Area: 19802 sq ft, 0.4546 acres

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Web www.entellus.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
DATE SIGNED 6-11-24
ARIZONA U.S.A.

EXHIBIT "A"

LEGAL DESCRIPTION FOR PARCEL 3 ANNEXATION

That portion of the Southeast Quarter of Section 23, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the brass cap found in hand hole at the East Quarter Corner of said Section 23, from which the brass cap found in hand hole at the Southeast Corner of said Section 23 bears South 00 degrees 23 minutes 10 seconds East a distance of 2,640.03 feet, said line being the East line of said Southeast Quarter, and said line being the basis of bearings for this description;

Thence along said East line, South 00 degrees 23 minutes 10 seconds East a distance of 1,072.51 feet to the southerly line of Ordinance number 4486 also being **THE POINT OF BEGINNING**;

Thence continuing along said East line South 00 degrees 23 minutes 10 seconds East a distance of 247.61 feet to the Northerly line of Ordinance number 2867;

Thence departing said East line and along said Northerly Line South 88 degrees 50 minutes 15 seconds West a distance of 90.41 feet to the Westerly right of way line of Cooper road as described in document number 2019-0410413 official records of Maricopa County, Arizona;

Thence along said Westerly right of way line for the following 3 courses:

1. North 01 degrees 09 minutes 45 seconds West a distance of 25.00 feet;
2. North 44 degrees 44 minutes 47 seconds East a distance of 28.73 feet;
3. North 00 degrees 39 minutes 20 seconds East a distance of 202.70 feet to the Southerly line of Ordinance number 4486;

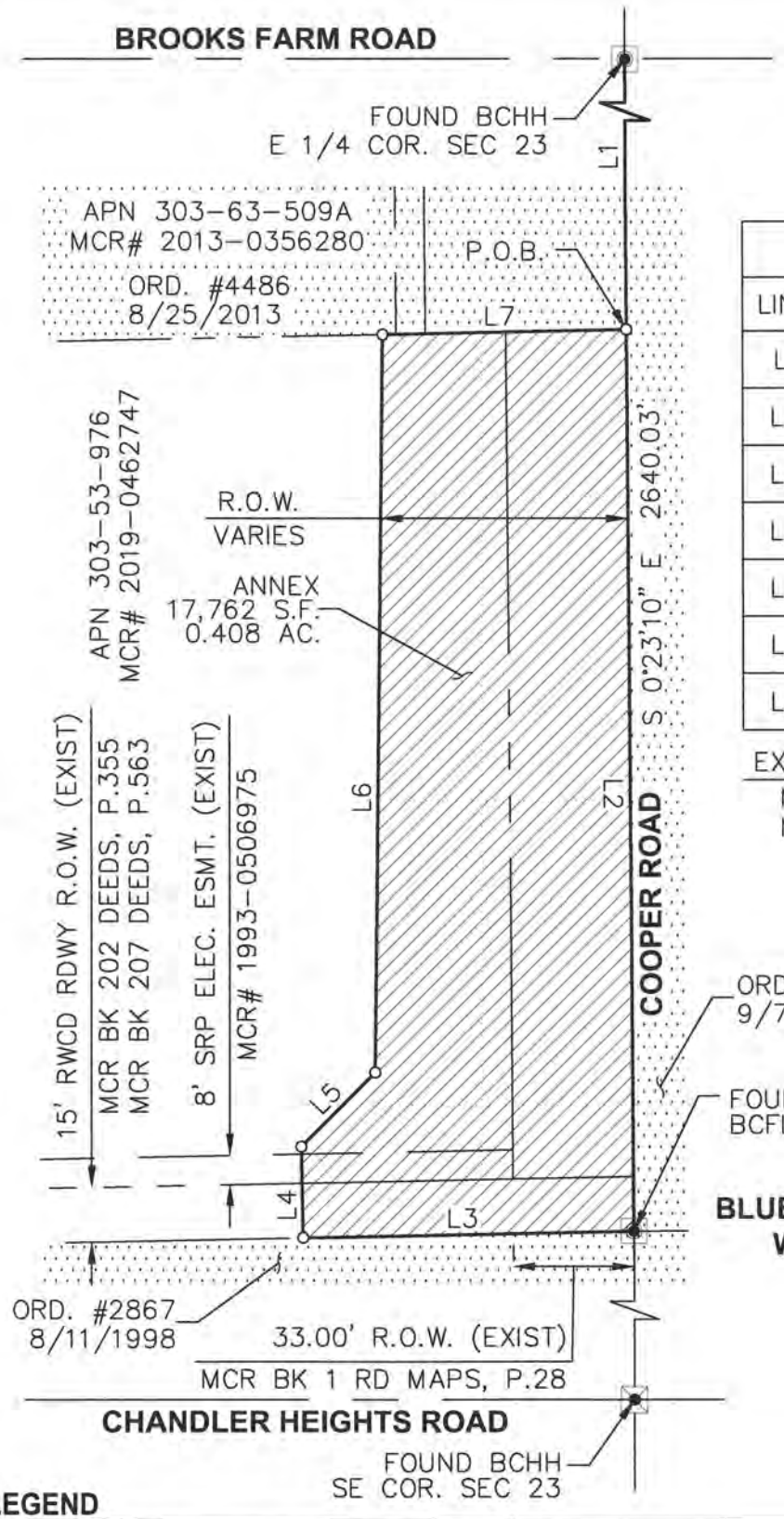
Thence along said Southerly Line North 88 degrees 50 minutes 25 seconds East a distance of 66.70 feet to the **POINT OF BEGINNING**.

Containing an area of 17,762 SQUARE FEET or 0.408 ACRES, more or less.

See attached Exhibit "B"

EXHIBIT "B"

CITY OF CHANDLER
ANNEXATION
PARCEL 3



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S0° 23' 10"E	1072.51'
L2	S0° 23' 10"E	247.61'
L3	S88° 50' 15"W	90.41'
L4	N1° 09' 45"W	25.00'
L5	N44° 44' 47"E	28.73'
L6	N0° 39' 20"E	202.70'
L7	N88° 50' 25"E	66.70'

EXISTING COOPER RD. ROW DOCS
MCR BK 1 ROAD MAPS, P.28
MCR# 2019-0410413

SCALE: N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 06/11/24
ARIZONA, U.S.A.

Adam Mueller

LEGEND

EXISTING ANNEXATION

ANNEXATION

BASIS OF BEARING

THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 23 BEARING S0°23'10"E

Entellus™
3033 N. 44th Street Suite 250
Phoenix, AZ 85018.7228
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

CITY OF CHANDLER

ST1503.201

SECTION 23, T2S, R5E

ANNEXATION PARCEL 3

DATE: 5/20/24	REV'D: JTP	
DRAWN BY: CK	CHK'D: DGF	PG: 2 OF 2
FILE: PARCEL 3_ANNEX.DWG		

PARCEL 3 ANNEX TIE Polyline Report Mon May 20 13:51:56 2024

Northing	Easting	Bearing	Distance
815296.194	733749.132		
		S 00°23'10" E	1072.513
814223.705	733756.361		

Closure Error Distance> 1072.51349 Error Bearing> N 00°23'10" W
Closure Precision> 1 in 1.0 Total Distance> 1072.513
Area not calculated because polyline not closed

PARCEL 3 ANNEX CLOSURE Polyline Report Mon May 20 13:52:35 2024

Northing	Easting	Bearing	Distance
814223.705	733756.361		
		S 00°23'10" E	247.611
813976.099	733758.030		
		S 88°50'15" W	90.412
813974.265	733667.637		
		N 01°09'45" W	25.000
813999.260	733667.129		
		N 44°44'47" E	28.729
814019.664	733687.354		
		N 00°39'20" E	202.704
814222.355	733689.673		
		N 88°50'25" E	66.701
814223.705	733756.361		

Closure Error Distance> 0.00000
Total Distance> 661.158
Polyline Area: 17762 sq ft, 0.4078 acres

Entellus
3033 North 44th Street, Suite 250
Phoenix, Arizona 85018
Tel: 602.244.2566
Fax: 602.244.8947
Web: www.entellus.com

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
PARCEL 4
COOPER ROAD ANNEXATION

That portion of the Northeast Quarter of Section 26 and the Northwest Quarter of Section 25, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

BEGINNING at the brass cap in hand hole found at the Northeast Corner of said Section 26, from which the brass cap flush found at the East Quarter Corner of said Section 26 bears South 00 degrees 11 minutes 46 seconds East a distance of 2,647.53 feet, said line being the East line of said Northeast Quarter, and said line being the basis of bearings for this description;

Thence South 00 degrees 11 minutes 46 seconds East along the East line of the Northeast Quarter of said Section 26 also being the West line of City of Chandler Annexation Ordinance Number 3990 a distance of 992.82 feet to the South line of said annexation ordinance;

Thence departing the East line of said Section 26 and running along the South line of said annexation ordinance North 89 degrees 15 minutes 20 seconds East a distance of 37.00 feet to the Easterly right of way line of Cooper Road;

Thence along the Easterly right of way line of Cooper Road for the following 13 courses;

1. South 00 degrees 11 minutes 46 seconds East a distance of 29.96 feet;
2. South 88 degrees 45 minutes 44 seconds West a distance of 2.75 feet;
3. South 01 degrees 14 minutes 16 seconds East a distance of 133.14 feet;
4. North 88 degrees 45 minutes 44 seconds East a distance of 3.00 feet;
5. South 01 degrees 14 minutes 16 seconds East a distance of 30.00 feet;
6. South 88 degrees 45 minutes 44 seconds West a distance of 3.00 feet;
7. South 01 degrees 14 minutes 16 seconds East a distance of 76.02 feet;
8. North 88 degrees 45 minutes 44 seconds East a distance of 3.00 feet;
9. South 01 degrees 14 minutes 16 seconds East a distance of 30.00 feet;

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10. South 88 degrees 45 minutes 44 seconds West a distance of 3.00 feet;

11. South 01 degrees 14 minutes 16 seconds East a distance of 7.28 feet;

12. South 45 degrees 59 minutes 43 seconds East a distance of 35.50 feet;

13. South 00 degrees 45 minutes 11 seconds East a distance of 14.52 feet to the North Line of City of Chandler Ordinance number 3008;

Thence South 89 degrees 14 minutes 49 seconds West along the North Line of City of Chandler Ordinance Number 3008 a distance of 64.87 feet to the Westerly line of said ordinance;

Thence South 00 degrees 11 minutes 46 seconds East along the West Line of said ordinance a distance of 646.88 feet;

Thence departing the West line of said ordinance South 88 degrees 50 minutes 13 seconds West a distance of 67.01 feet;

Thence North 00 degrees 11 minutes 46 seconds West a distance of 25.00 feet;

Thence North 44 degrees 19 minutes 14 seconds East a distance of 35.65 feet to the Westerly right of way line of Cooper Road;

Thence along the Westerly right of way line of Cooper Road for the following 14 courses;

1. North 00 degrees 11 minutes 46 seconds West a distance of 39.84 feet;
2. South 89 degrees 48 minutes 14 seconds West a distance of 3.00 feet;
3. North 00 degrees 11 minutes 46 seconds West a distance of 30.00 feet
4. North 89 degrees 48 minutes 14 seconds East a distance of 3.00 feet;
5. North 00 degrees 11 minutes 46 seconds West a distance of 128.77 feet;
6. South 89 degrees 48 minutes 14 seconds West a distance of 3.00 feet;
7. North 00 degrees 11 minutes 46 seconds West a distance of 30.00 feet;
8. North 89 degrees 48 minutes 14 seconds East a distance of 3.00 feet;
9. North 00 degrees 11 minutes 46 seconds West a distance of 39.00 feet;
10. North 01 degrees 14 minutes 18 seconds West a distance of 22.35 feet;

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11. South 88 degrees 45 minutes 42 seconds West a distance of 3.00 feet

12. North 01 degrees 14 minutes 18 seconds West a distance of 30.00 feet;

13. North 88 degrees 45 minutes 42 seconds East a distance of 3.00 feet;

14. North 01 degrees 14 minutes 18 seconds West a distance of 216.39 feet;

Thence departing said Westerly right of way North 46 degrees 12 minutes 18 seconds West a distance of 35.38 feet;

Thence North 01 degrees 14 minutes 16 seconds West a distance of 50.00 feet;

Thence North 43 degrees 47 minutes 42 seconds East a distance of 35.33 feet to the Westerly right of way line of Cooper Road;

Thence along the Westerly right of way line of Cooper Road for the following 8 courses;

1. North 01 degrees 14 minutes 17 seconds West a distance of 511.03 feet
2. North 00 degrees 11 minutes 46 seconds West a distance of 40.38 feet;
3. South 89 degrees 48 minutes 14 seconds West a distance of 3.00 feet;
4. North 00 degrees 11 minutes 46 seconds West a distance of 30.00 feet;
5. North 89 degrees 48 minutes 14 seconds East a distance of 3.00 feet;
6. North 00 degrees 11 minutes 46 seconds West a distance of 463.40 feet;
7. South 89 degrees 48 minutes 14 seconds West a distance of 10.00 feet;
8. North 00 degrees 11 minutes 46 seconds West a distance of 159.15 feet;

Thence North 45 degrees 41 minutes 34 seconds West a distance of 28.04 feet to the Southerly right of way line of Chandler Heights Road;

Thence along the Southerly right of way line of Chandler Heights Road the following 3 courses;

1. South 88 degrees 48 minutes 37 seconds West a distance of 303.73 feet;
2. North 01 degrees 11 minutes 23 seconds West a distance of 10.00 feet;

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3. South 88 degrees 48 minutes 37 seconds West a distance of 157.98 feet

Thence departing said Southerly right of way line North 00 degrees 13 minutes 15 seconds West a distance of 65.01 feet to the Southerly line of City of Chandler Annexation Ordinance Number 2867;

Thence along the South Line of said annexation ordinance North 88 degrees 48 minutes 37 seconds East a distance of 549.92 feet to the **POINT OF BEGINNING;**

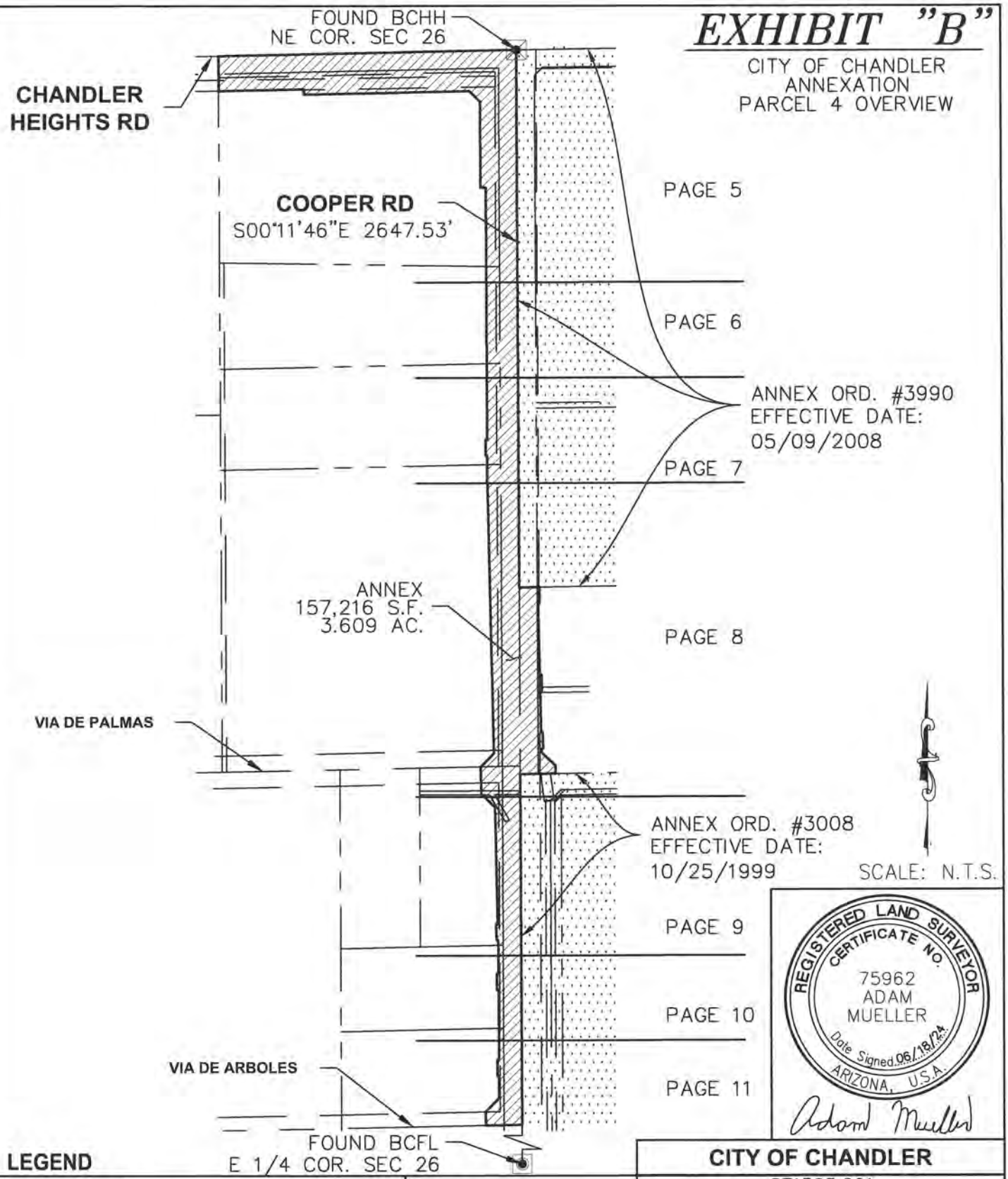
Containing an area of 157,216 SQUARE FEET or 3.609 ACRES, more or less.

See attached Exhibit "B"



EXHIBIT "B"

CITY OF CHANDLER
ANNEXATION
PARCEL 4 OVERVIEW



SCALE: N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 06/18/24
ARIZONA, U.S.A.

Adam Mueller

LEGEND

EXISTING ANNEXATION

ANNEXATION

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 26 BEARING S0°11'46"E

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CITY OF CHANDLER

ST1503.201

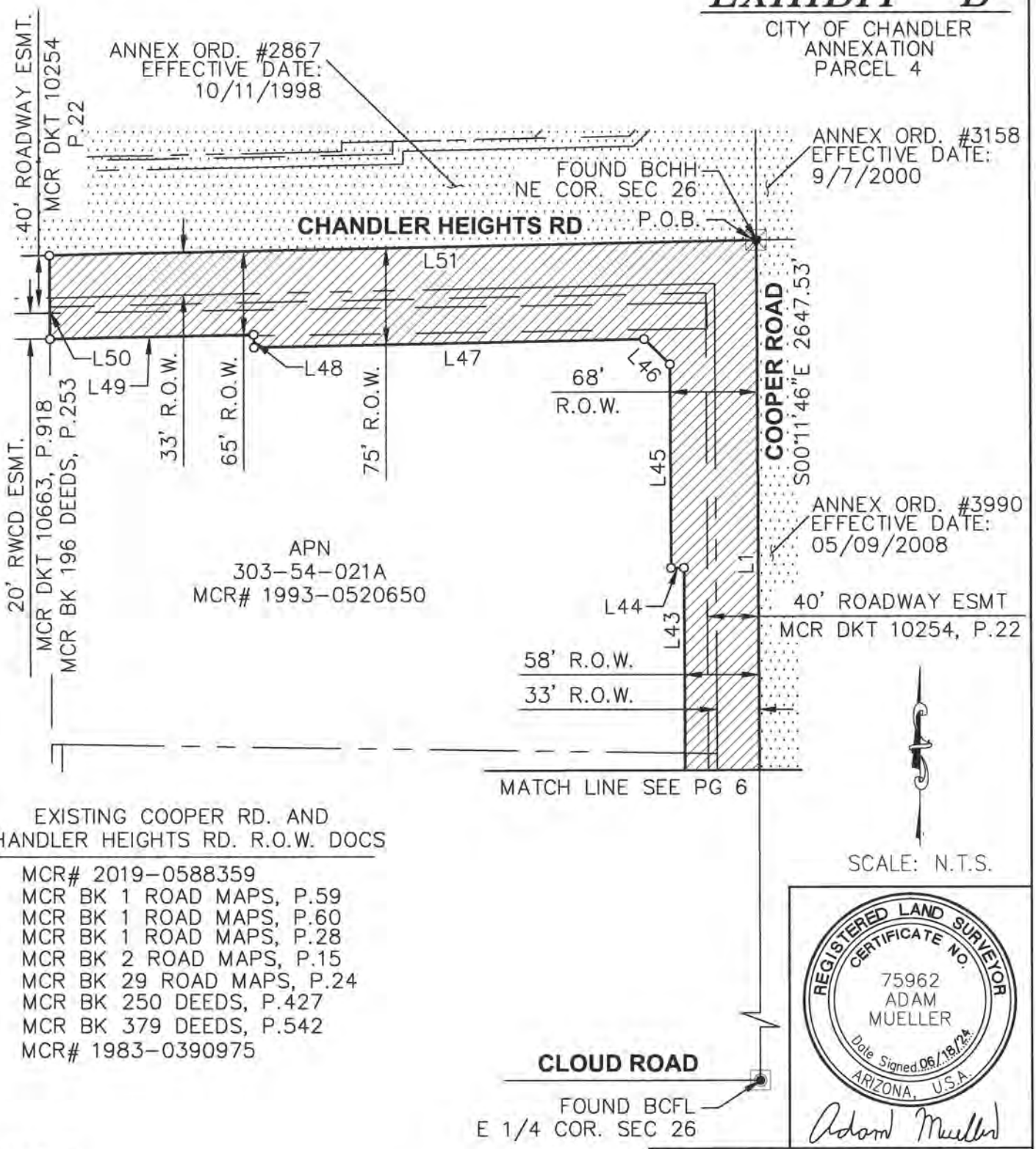
SECTIONS 26 & 25, T2S, R5E

ANNEXATION PARCEL 4 OVERVIEW

DATE: 5/29/24	REV'D:	
DRAWN BY: JTP	CHK'D: DGF	PG: 5 OF 14
FILE: PARCEL 4_ANNEX.DWG		

EXHIBIT "B"

CITY OF CHANDLER
ANNEXATION
PARCEL 4



SCALE: N.T.S.

EXISTING COOPER RD. AND
CHANDLER HEIGHTS RD. R.O.W. DOCS

MCR# 2019-0588359
MCR BK 1 ROAD MAPS, P.59
MCR BK 1 ROAD MAPS, P.60
MCR BK 1 ROAD MAPS, P.28
MCR BK 2 ROAD MAPS, P.15
MCR BK 29 ROAD MAPS, P.24
MCR BK 250 DEEDS, P.427
MCR BK 379 DEEDS, P.542
MCR# 1983-0390975

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
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ADAM
MUELLER
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ARIZONA, U.S.A.

Adam Mueller

LEGEND

EXISTING ANNEXATION

ANNEXATION

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 26 BEARING S0°11'46"E

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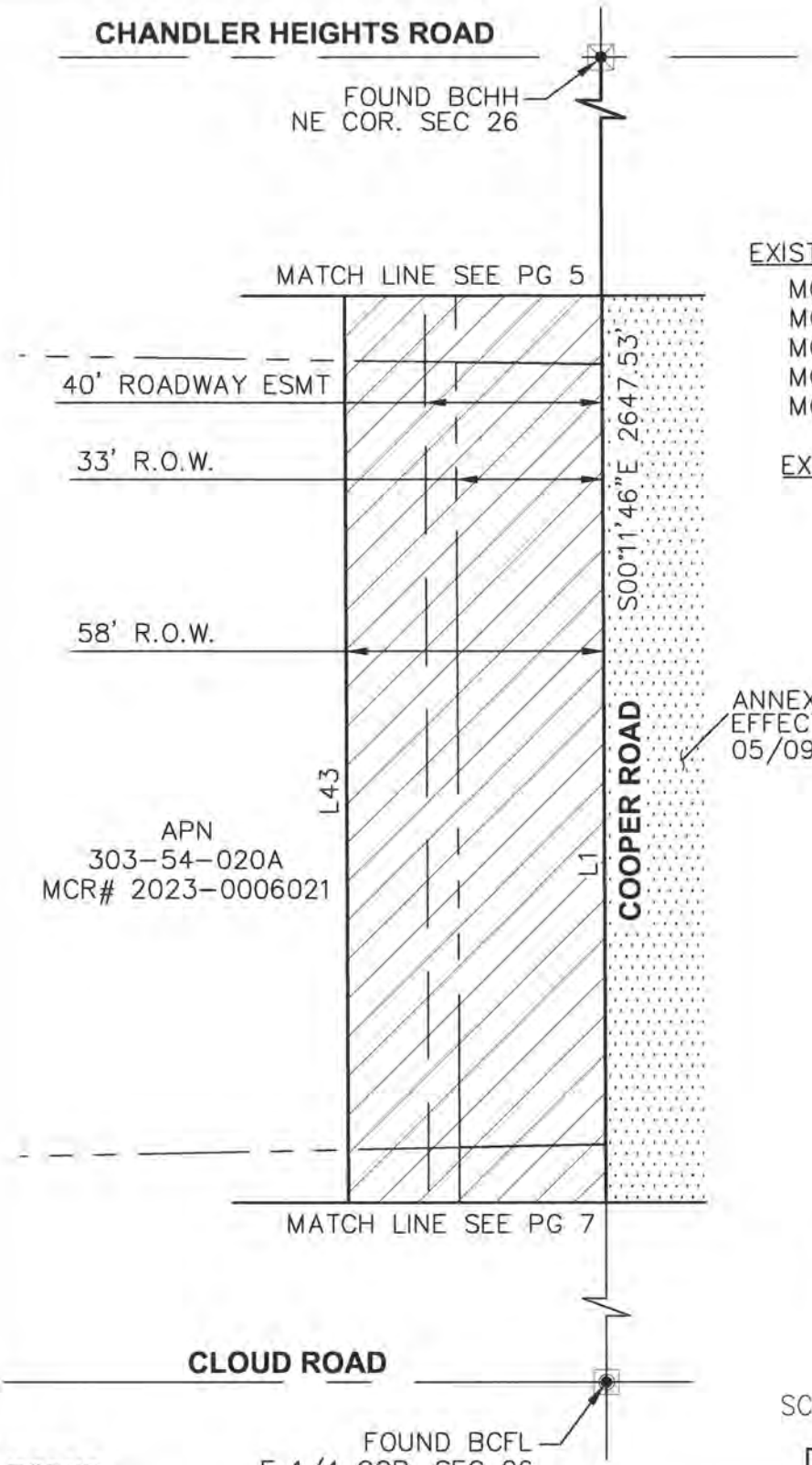
SECTIONS 26 & 25, T2S, R5E

ANNEXATION PARCEL 4

DATE: 5/29/24	REV'D:	
DRAWN BY: CK	CHK'D: DGF	PG: 6 OF 14
FILE: 303-54-021_ROW.DWG		

EXHIBIT "B"

CITY OF CHANDLER
ANNEXATION
PARCEL 4



EXISTING COOPER RD. R.O.W. DOCS

MCR# 2020-0269733
MCR BK 1 ROAD MAPS, P.59
MCR BK 1 ROAD MAPS, P.60
MCR BK 2 ROAD MAPS, P.15
MCR BK 379 DEEDS, P.542

EXISTING ROADWAY ESMT DOCS

MCR DKT 10254, P.22

ANNEX ORD. #3990
EFFECTIVE DATE:
05/09/2008

SCALE: N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 06/18/24
ARIZONA, U.S.A.

Adam Mueller

LEGEND

EXISTING ANNEXATION

ANNEXATION

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 26 BEARING S0°11'46"E

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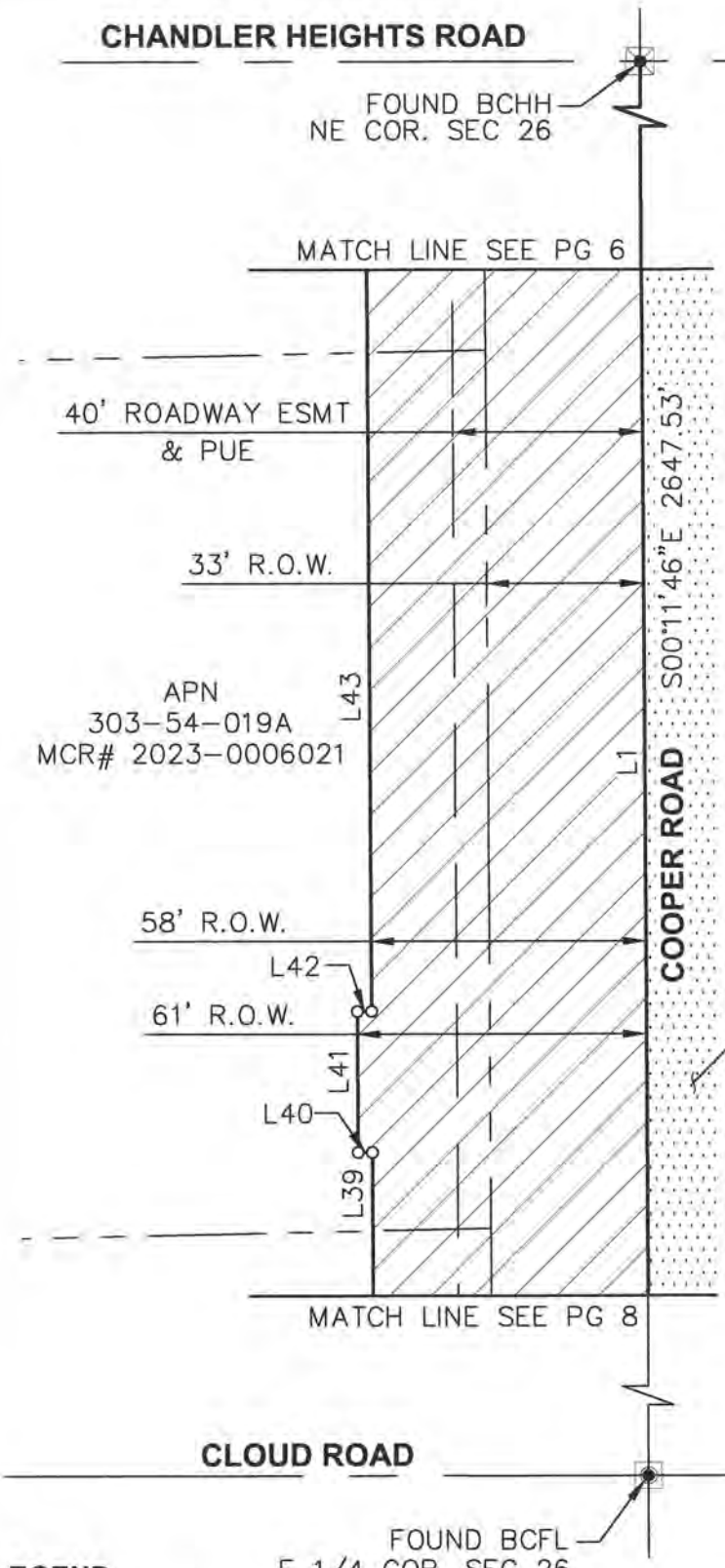
SECTIONS 26 & 25, T2S, R5E

ANNEXATION PARCEL 4

DATE: 5/29/24	REV'D:	
DRAWN BY: CK	CHK'D: DGF	PG: 7 OF 14
FILE: 303-54-021_ROW.DWG		

EXHIBIT "B"

CITY OF CHANDLER
ANNEXATION
PARCEL 4



EXISTING COOPER RD. R.O.W. DOCS
MCR# 2020-0269733
MCR BK 1 ROAD MAPS, P.59
MCR BK 1 ROAD MAPS, P.60
MCR BK 2 ROAD MAPS, P.15
MCR BK 379 DEEDS, P.542

EXISTING ROADWAY ESMT DOCS
MCR DKT 10254, P.22
MCR DKT 10316, P.438

ANNEX ORD. #3990
EFFECTIVE DATE:
05/09/2008

SCALE: N.T.S.

REGISTERED LAND SURVEYOR
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EXISTING ANNEXATION

ANNEXATION

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 26 BEARING S0°11'46"E

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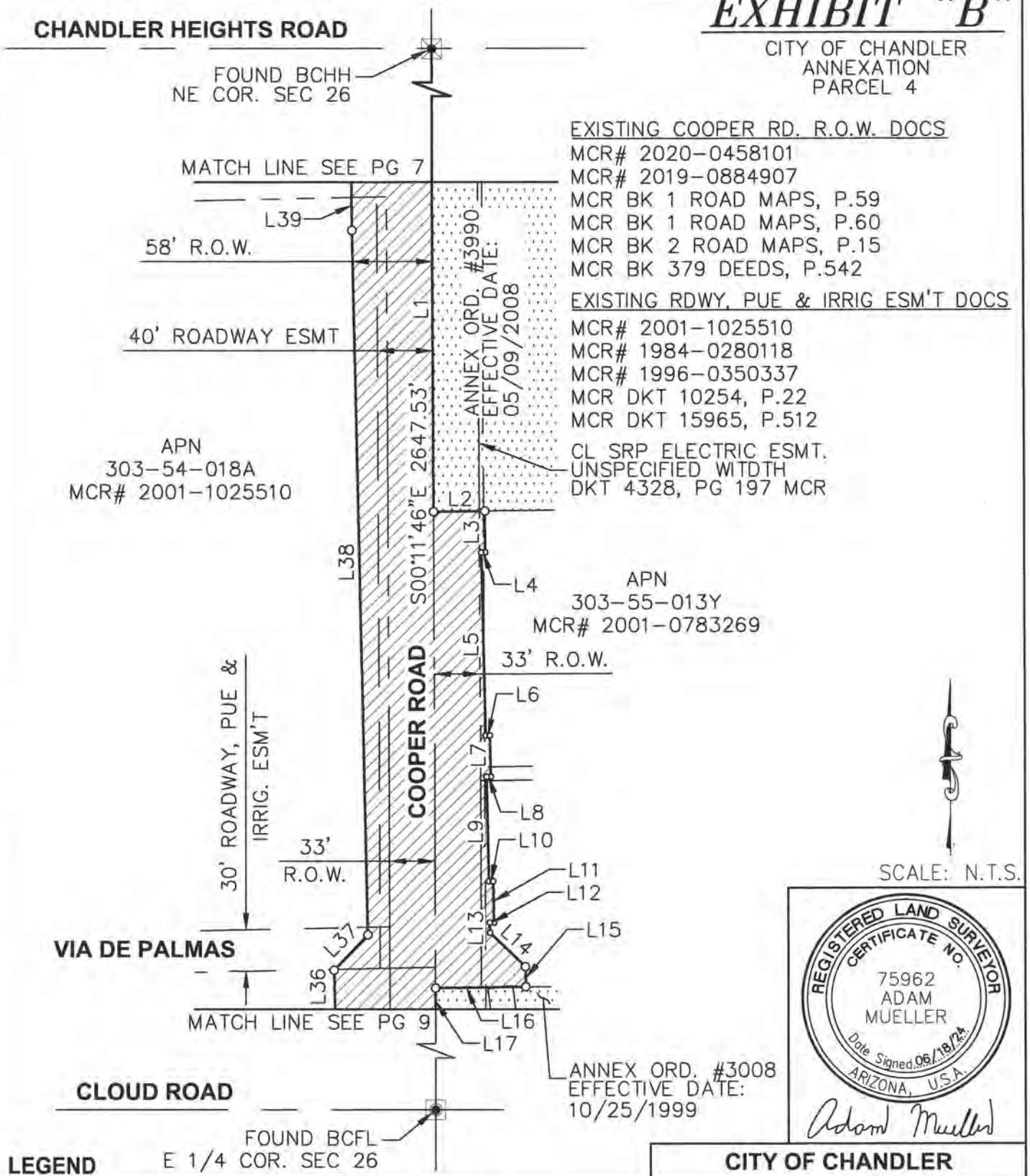
SECTIONS 26 & 25, T2S, R5E

ANNEXATION PARCEL 4

DATE: 5/29/24	REV'D:	
DRAWN BY: CK	CHK'D: DGF	PG: 8 OF 14
FILE: 303-54-021_ROW.DWG		

EXHIBIT "B"

CITY OF CHANDLER
ANNEXATION
PARCEL 4



EXISTING COOPER RD. R.O.W. DOCS
MCR# 2020-0458101
MCR# 2019-0884907
MCR BK 1 ROAD MAPS, P.59
MCR BK 1 ROAD MAPS, P.60
MCR BK 2 ROAD MAPS, P.15
MCR BK 379 DEEDS, P.542

EXISTING RDWY, PUE & IRRIG ESM'T DOCS
MCR# 2001-1025510
MCR# 1984-0280118
MCR# 1996-0350337
MCR DKT 10254, P.22
MCR DKT 15965, P.512

CL SRP ELECTRIC ESMT.
UNSPECIFIED WITDTH
DKT 4328, PG 197 MCR

SCALE: N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 06/18/24
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EXISTING ANNEXATION

ANNEXATION

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 26 BEARING S0°11'46"E

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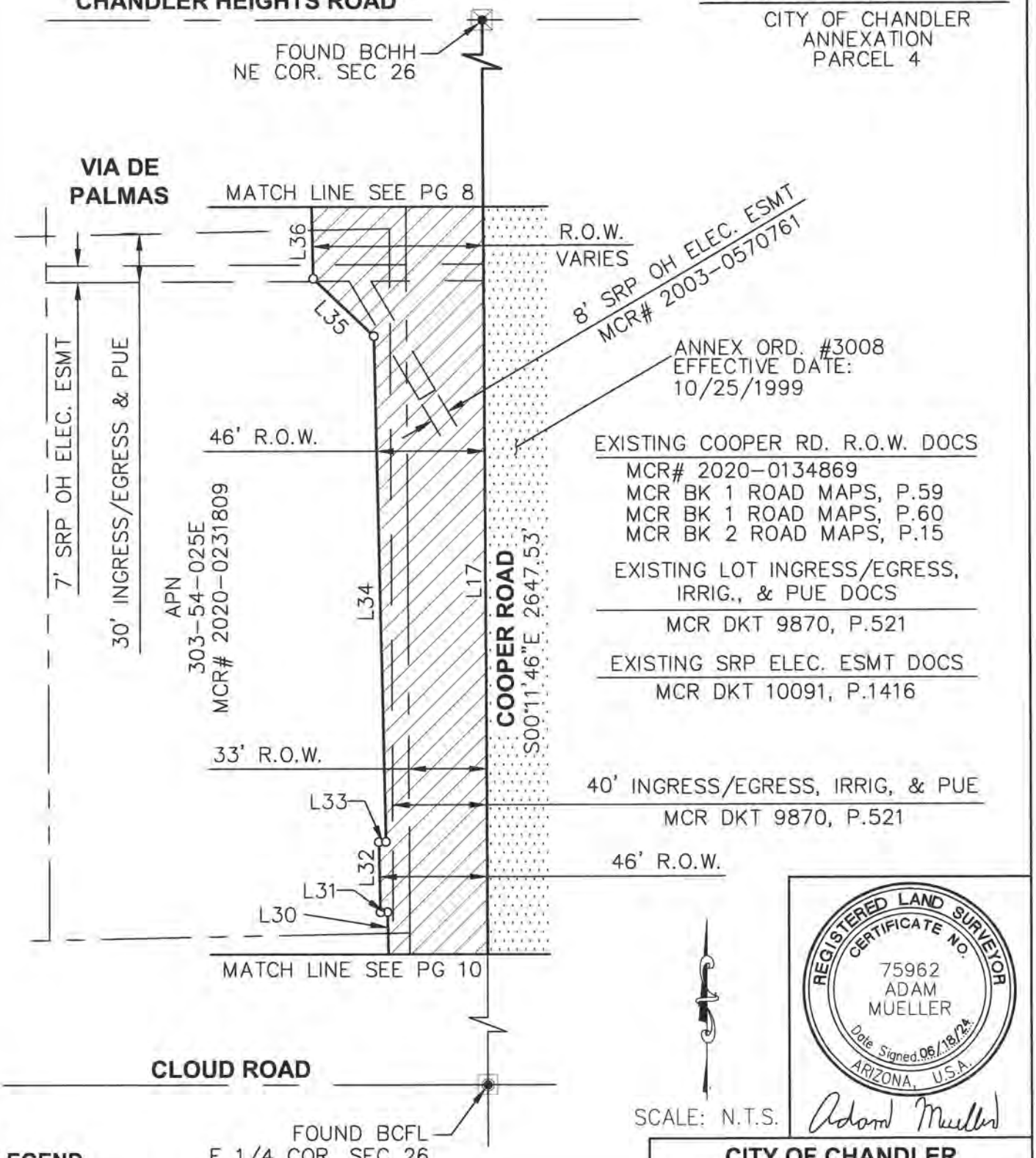
SECTIONS 26 & 25, T2S, R5E

ANNEXATION PARCEL 4

DATE: 5/29/24	REV'D:	
DRAWN BY: CK	CHK'D: DGF	PG: 9 OF 14
FILE: 303-54-021_ROW.DWG		

EXHIBIT "B"

CITY OF CHANDLER
ANNEXATION
PARCEL 4



SCALE: N.T.S.

REGISTERED LAND SURVEYOR
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EXISTING ANNEXATION

ANNEXATION

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 26 BEARING S0°11'46"E

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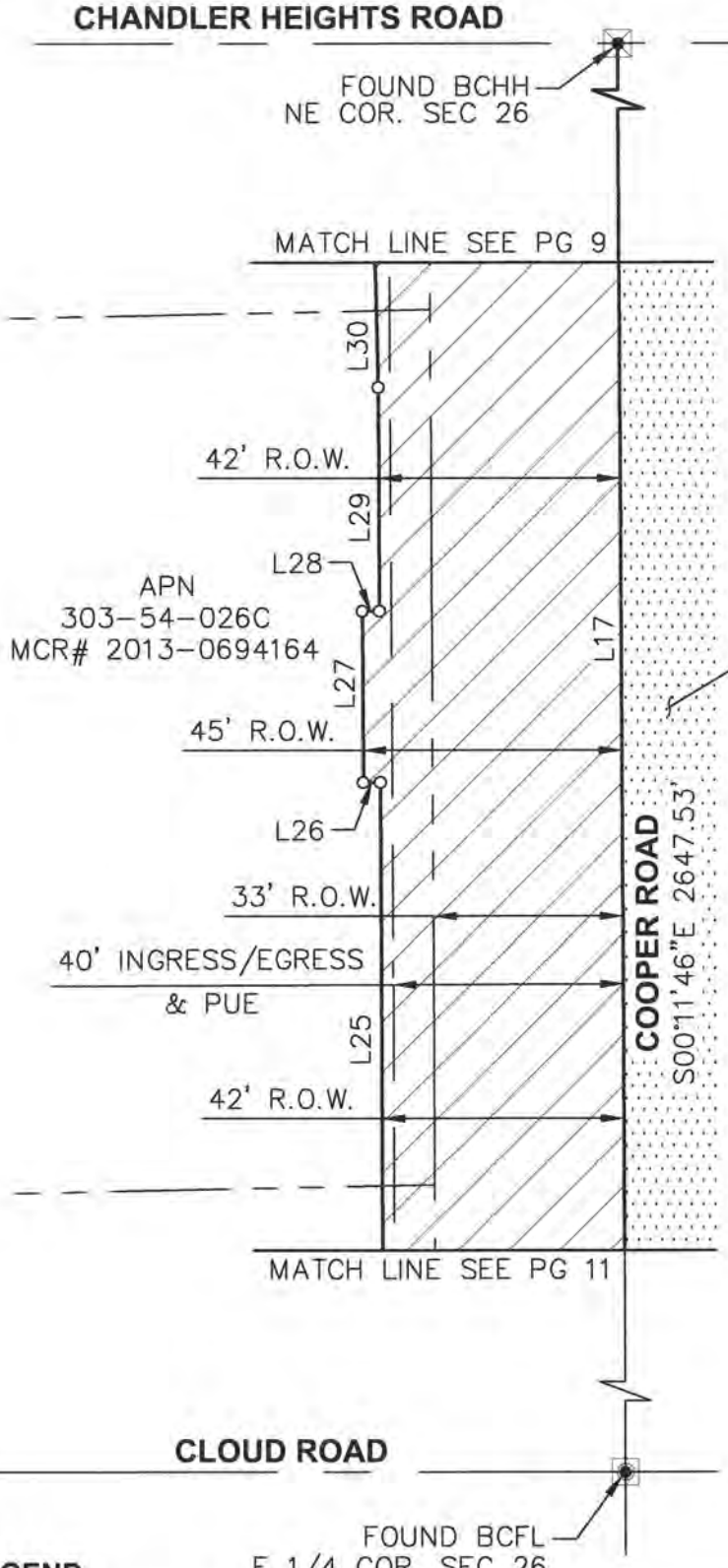
SECTIONS 26 & 25, T2S, R5E

ANNEXATION PARCEL 4

DATE: 5/29/24	REV'D:	
DRAWN BY: CK	CHK'D: DGF	PG:10 OF 14
FILE: 303-54-021_ROW.DWG		

EXHIBIT "B"

CITY OF CHANDLER
ANNEXATION
PARCEL 4



EXISTING COOPER RD. R.O.W. DOCS

MCR# 2019-0574463
MCR BK 1 ROAD MAPS, P.59
MCR BK 1 ROAD MAPS, P.59
MCR BK 1 ROAD MAPS, P.60
MCR BK 2 ROAD MAPS, P.15

EXISTING LOT INGRESS/EGRESS, IRRIG., & PUE DOCS

MCR DKT 9624, P.270

ANNEX ORD. #3008
EFFECTIVE DATE:
10/25/1999

SCALE: N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 06/13/24
ARIZONA, U.S.A.

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EXISTING ANNEXATION

ANNEXATION

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 26 BEARING S0°11'46"E

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SECTIONS 26 & 25, T2S, R5E

ANNEXATION PARCEL 4

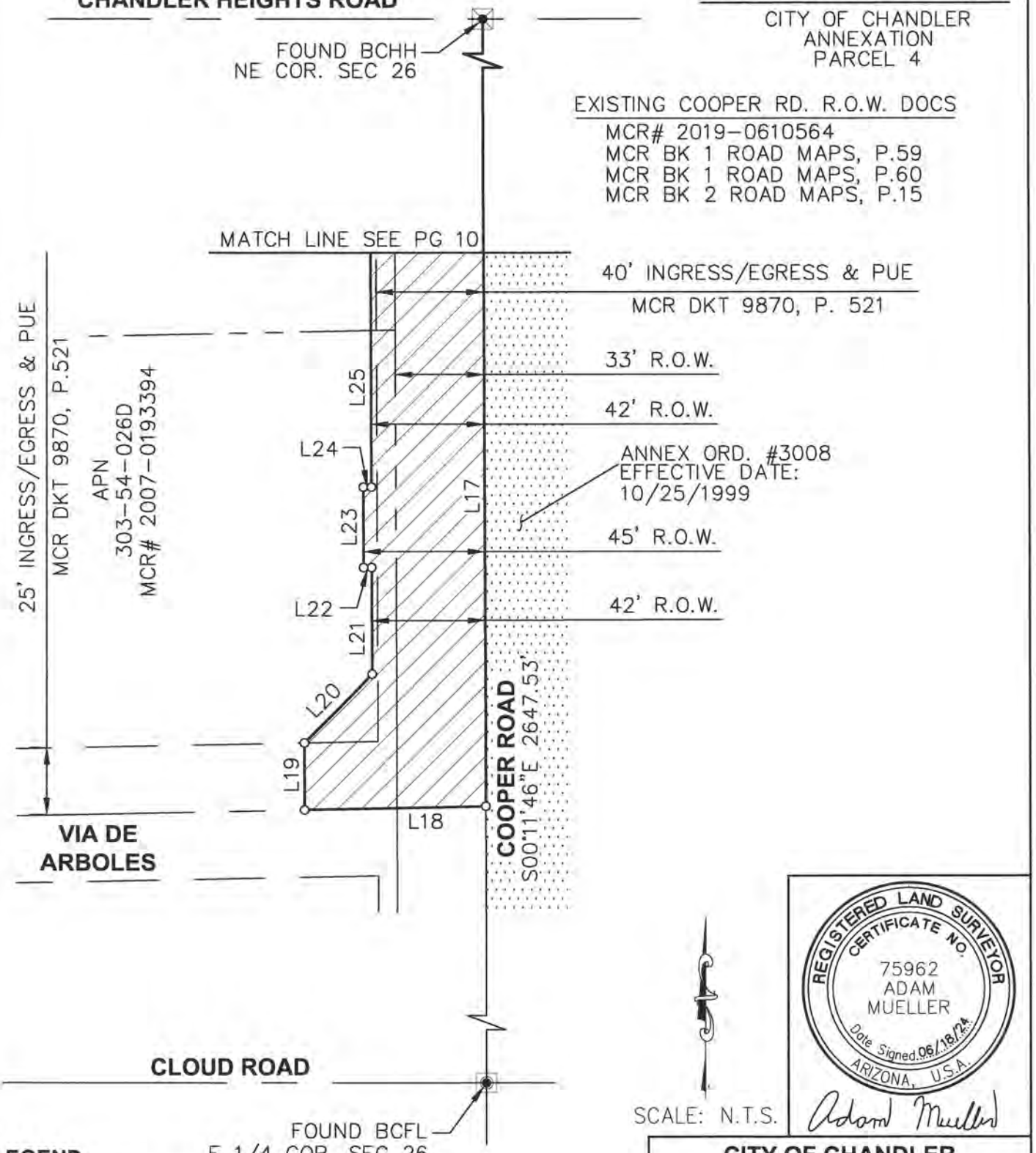
DATE: 5/29/24 | REV'D:

DRAWN BY: CK | CHK'D: DGF | PG:11OF14

FILE: 303-54-021_ROW.DWG

EXHIBIT "B"

CITY OF CHANDLER
ANNEXATION
PARCEL 4



SCALE: N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
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Adam Mueller

LEGEND

EXISTING ANNEXATION

ANNEXATION

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 26 BEARING S0°11'46"E

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SECTIONS 26 & 25, T2S, R5E

ANNEXATION PARCEL 4

DATE: 5/29/24	REV'D:	
DRAWN BY: CK	CHK'D: DGF	PG:12 OF14
FILE: 303-54-021_ROW.DWG		

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S0° 11' 46"E	992.82'
L2	N89° 15' 20"E	37.00'
L3	S0° 11' 46"E	29.96'
L4	S88° 45' 44"W	2.75'
L5	S1° 14' 16"E	133.14'
L6	N88° 45' 44"E	3.00'
L7	S1° 14' 16"E	30.00'
L8	S88° 45' 44"W	3.00'
L9	S1° 14' 16"E	76.02'
L10	N88° 45' 44"E	3.00'
L11	S1° 14' 16"E	30.00'
L12	S88° 45' 44"W	3.00'
L13	S1° 14' 16"E	7.28'
L14	S45° 59' 43"E	35.50'
L15	S0° 45' 11"E	14.52'
L16	S89° 14' 49"W	64.87'
L17	S0° 11' 46"E	646.88'
L18	S88° 50' 13"W	67.01'
L19	N0° 11' 46"W	25.00'
L20	N44° 19' 14"E	35.65'

LINE TABLE		
LINE	BEARING	DISTANCE
L21	N0° 11' 46"W	39.84'
L22	S89° 48' 14"W	3.00'
L23	N0° 11' 46"W	30.00'
L24	N89° 48' 14"E	3.00'
L25	N0° 11' 46"W	128.77'
L26	S89° 48' 14"W	3.00'
L27	N0° 11' 46"W	30.00'
L28	N89° 48' 14"E	3.00'
L29	N0° 11' 46"W	39.00'
L30	N1° 14' 18"W	22.35'
L31	S88° 45' 42"W	3.00'
L32	N1° 14' 18"W	30.00'
L33	N88° 45' 42"E	3.00'
L34	N1° 14' 18"W	216.39'
L35	N46° 12' 18"W	35.38'
L36	N1° 14' 16"W	50.00'
L37	N43° 47' 42"E	35.33'
L38	N1° 14' 17"W	511.03'
L39	N0° 11' 46"W	40.38'
L40	S89° 48' 14"W	3.00'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
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ADAM
MUELLER
Date Signed 06/18/24
ARIZONA, U.S.A.

Adam Mueller

LEGEND

EXISTING ANNEXATION

ANNEXATION

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 26 BEARING S0°11'46"E

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CITY OF CHANDLER

ST1503.201

SECTIONS 26 & 25, T2S, R5E

ANNEXATION PARCEL 4

DATE: 5/29/24 | REV'D:

DRAWN BY: CK | CHK'D: DGF | PG:13 OF 14

FILE: PARCEL 4_ANNEX.DWG

LINE TABLE		
LINE	BEARING	DISTANCE
L41	N0° 11' 46"W	30.00'
L42	N89° 48' 14"E	3.00'
L43	N0° 11' 46"W	463.40'
L44	S89° 48' 14"W	10.00'
L45	N0° 11' 46"W	159.15'
L46	N45° 41' 34"W	28.04'
L47	S88° 48' 37"W	303.73'
L48	N1° 11' 23"W	10.00'
L49	S88° 48' 37"W	157.98'
L50	N0° 13' 15"W	65.01'
L51	N88° 48' 37"E	549.92'

REGISTERED LAND SURVEYOR
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MUELLER
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Adam Mueller

LEGEND

EXISTING ANNEXATION

ANNEXATION

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 26 BEARING S0°11'46"E

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SECTIONS 26 & 25, T2S, R5E

ANNEXATION PARCEL 4

DATE: 5/29/24	REV'D:	
DRAWN BY: CK	CHK'D: DGF	PG:14 OF 14
FILE: PARCEL 4_ANNEX.DWG		

PARCEL 4 ANNEX CLOSURE Polyline Report Wed May 29 12:48:21 2024

Northing	Easting	Bearing	Distance
812656.228	733766.927		
		S 00°11'46" E	992.823
811663.411	733770.324		
		N 89°15'20" E	37.002
811663.891	733807.322		
		S 00°11'46" E	29.957
811633.935	733807.425		
		S 88°45'44" W	2.749
811633.875	733804.676		
		S 01°14'16" E	133.139
811500.767	733807.552		
		N 88°45'44" E	3.000
811500.832	733810.551		
		S 01°14'16" E	30.000
811470.839	733811.199		
		S 88°45'44" W	3.000
811470.774	733808.200		
		S 01°14'16" E	76.018
811394.774	733809.842		
		N 88°45'44" E	3.000
811394.839	733812.841		
		S 01°14'16" E	30.000
811364.846	733813.489		
		S 88°45'44" W	3.000
811364.781	733810.490		
		S 01°14'16" E	7.277
811357.506	733810.647		
		S 45°59'43" E	35.505
811332.841	733836.185		
		S 00°45'11" E	14.519
811318.323	733836.375		
		S 89°14'49" W	64.874
811317.471	733771.507		
		S 00°11'46" E	646.881
810670.593	733773.721		
		S 88°50'13" W	67.006
810669.233	733706.728		
		N 00°11'46" W	25.004
810694.237	733706.643		
		N 44°19'14" E	35.652
810719.744	733731.552		
		N 00°11'46" W	39.837
810759.580	733731.416		
		S 89°48'14" W	3.000
810759.570	733728.416		
		N 00°11'46" W	30.000

810789.570 733728.313
N 89°48'14" E 3.000
810789.580 733731.313
N 00°11'46" W 128.770
810918.349 733730.873
S 89°48'14" W 3.000
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N 00°11'46" W 30.000
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N 89°48'14" E 3.000
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N 00°11'46" W 39.000
810987.349 733730.637
N 01°14'18" W 22.348
811009.692 733730.154
S 88°45'42" W 2.996
811009.627 733727.159
N 01°14'18" W 30.000
811039.620 733726.510
N 88°45'42" E 2.996
811039.685 733729.505
N 01°14'18" W 216.389
811256.023 733724.829
N 46°12'18" W 35.376
811280.506 733699.294
N 01°14'16" W 50.000
811330.494 733698.214
N 43°47'42" E 35.335
811356.000 733722.668
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812400.653 733699.801
N 00°11'46" W 159.153
812559.805 733699.256
N 45°41'34" W 28.038
812579.390 733679.192
S 88°48'37" W 303.729
812573.084 733375.529
N 01°11'23" W 10.000

812583.081 733375.321

S 88°48'37" W 157.979

812579.801 733217.376

N 00°13'15" W 65.009

812644.810 733217.126

N 88°48'37" E 549.920

812656.228 733766.927

Closure Error Distance> 0.00000
Total Distance> 5250.089
Polyline Area: 157216 sq ft, 3.6092 acres

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EXHIBIT "A"

LEGAL DESCRIPTION
FOR
PARCEL 5
COOPER ROAD ANNEXATION

That portion of the East Half of Section 26, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the brass cap in hand hole found at the Northeast Corner of said Section 26, from which the brass cap flush found at the East Quarter Corner of said Section 26 bears South 00 degrees 11 minutes 46 seconds East a distance of 2,647.53 feet, said line being the East line of said Northeast Quarter, and said line being the basis of bearings for this description;

Thence South 00 degrees 11 minutes 46 seconds East along the East line of the Northeast Quarter of said Section 26 a distance of 1985.65 feet to a point on the West Line of City of Chandler Annexation Ordinance Number 3008 also being the **POINT OF BEGINNING**;

Thence continuing along the East line of said Northeast Quarter and the West line of said ordinance South 00 degrees 11 minutes 46 seconds East a distance of 661.88 feet to a found brass cap flush marking the East Quarter corner of said Section 26 also being the Southwest corner of City of Chandler Annexation Ordinance Number 3008 and the Northwest corner of City of Chandler Annexation Number 2886;

Thence South 00 degrees 11 minutes 46 seconds East along the East Line of the Southeast Quarter of Section 26 also being the West line of City of Chandler Ordinance Number 2886 a distance of 1322.99 feet to a found brass cap in handhole at the intersection of Victoria Street and Cooper Road said point being the Northeast Corner the Southeast Quarter of the Southeast Quarter of said Section 26;

Thence departing the East line of said Southeast Quarter and the West line of said Ordinance South 88 degrees 50 minutes 38 seconds West a distance of 91.77 feet;

Thence North 44 degrees 50 minutes 41 seconds East a distance of 67.63 feet to the Westerly right of way of Cooper Road;

Thence along the westerly right of way line of Cooper Road for the following 10 courses;

1. North 00 degrees 50 minutes 44 seconds East a distance of 104.78 feet;
2. North 00 degrees 11 minutes 46 seconds West a distance of 145.59 feet;
3. South 89 degrees 48 minutes 14 seconds West a distance of 3.00 feet;

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4. Thence North 00 degrees 11 minutes 46 seconds West a distance of 30.00 feet;
5. North 89 degrees 48 minutes 14 seconds East a distance of 3.00 feet;
6. North 00 degrees 11 minutes 46 seconds West a distance of 101.17 feet;
7. South 89 degrees 48 minutes 14 seconds West a distance of 3.00 feet;
8. North 00 degrees 11 minutes 46 seconds West a distance of 30.00 feet;
9. North 89 degrees 48 minutes 14 seconds East a distance of 3.00 feet;
10. North 00 degrees 11 minutes 46 seconds West a distance of 54.31 feet;

Thence departing said right of way line North 45 degrees 40 minutes 21 seconds West a distance of 35.06 feet;

Thence North 01 degrees 08 minutes 56 seconds West a distance of 25.00 feet;

Thence North 88 degrees 51 minutes 04 seconds East a distance of 0.83 feet;

Thence North 01 degrees 08 minutes 56 seconds West a distance of 25.00 feet;

Thence North 44 degrees 19 minutes 39 seconds East a distance of 35.65 feet to the Westerly right of way line of Cooper Road;

Thence along the Westerly right of way line of Cooper Road for the following 17 courses;

1. North 00 degrees 11 minutes 46 seconds West a distance of 83.06 feet;
2. South 88 degrees 51 minutes 04 seconds West a distance of 3.00 feet;
3. North 00 degrees 11 minutes 46 seconds West a distance of 30.05 feet;
4. North 89 degrees 48 minutes 14 seconds East a distance of 3.00 feet;
5. North 00 degrees 11 minutes 46 seconds West a distance of 33.62 feet;
6. South 89 degrees 48 minutes 14 seconds West a distance of 3.00 feet;
7. North 00 degrees 11 minutes 46 seconds West a distance of 30.00 feet;
8. North 89 degrees 48 minutes 14 seconds East a distance of 3.00 feet;
9. North 00 degrees 11 minutes 46 seconds West a distance of 45.00 feet;

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10. South 89 degrees 48 minutes 14 seconds West a distance of 3.00 feet;

11. North 00 degrees 11 minutes 46 seconds West a distance of 30.00 feet;

12. North 89 degrees 48 minutes 14 seconds East a distance of 3.00 feet;

13. North 00 degrees 11 minutes 46 seconds West a distance of 67.00 feet;

14. South 89 degrees 48 minute 14 seconds West a distance of 3.00 feet;

15. North 00 degrees 11 minutes 46 seconds West a distance of 30.00 feet;

16. North 89 degrees 48 minutes 14 seconds East a distance of 3.00 feet;

17. North 00 degrees 11 minutes 46 seconds West a distance of 306.51 feet;

Thence departing said right of way line North 45 degrees 40 minutes 30 seconds West a distance of 35.06 feet;

Thence North 01 degrees 09 minutes 15 seconds West a distance of 30.00 feet;

Thence North 88 degrees 50 minutes 45 seconds East a distance of 1.00 feet;

Thence North 01 degrees 09 minutes 15 seconds West a distance of 30.00 feet;

Thence North 44 degrees 19 minutes 30 seconds East a distance of 35.65 feet to the Westerly right of way line of Cooper Road;

Thence along the West right of way line of Cooper Road for the following 9 courses;

1. North 00 degrees 11 minutes 46 seconds West a distance of 21.48 feet;

2. South 89 degrees 48 minutes 14 seconds West a distance of 3.00 feet;

3. North 00 degrees 11 minutes 46 seconds West a distance of 30.00 feet;

4. North 89 degrees 48 minutes 14 seconds East a distance of 3.00 feet;

5. North 00 degrees 11 minutes 46 seconds West a distance of 59.00 feet;

6. South 89 degrees 48 minutes 14 seconds West a distance of 3.00 feet;

7. North 00 degrees 11 minutes 46 seconds West a distance of 30.00 feet;

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8. North 89 degrees 48 minutes 14 seconds East a distance of 3.00 feet;

9. North 00 degrees 11 minutes 46 seconds West a distance of 416.39 feet;

Thence departing said right of way line North 45 degrees 40 minutes 46 seconds West a distance of 35.06 feet;

Thence North 00 degrees 11 minutes 46 seconds West a distance of 25.00 feet;

Thence North 88 degrees 50 minutes 13 seconds East a distance of 67.01 feet to a point on the West Line of City of Chandler Annexation Ordinance Number 3008 also being the **POINT OF BEGINNING**

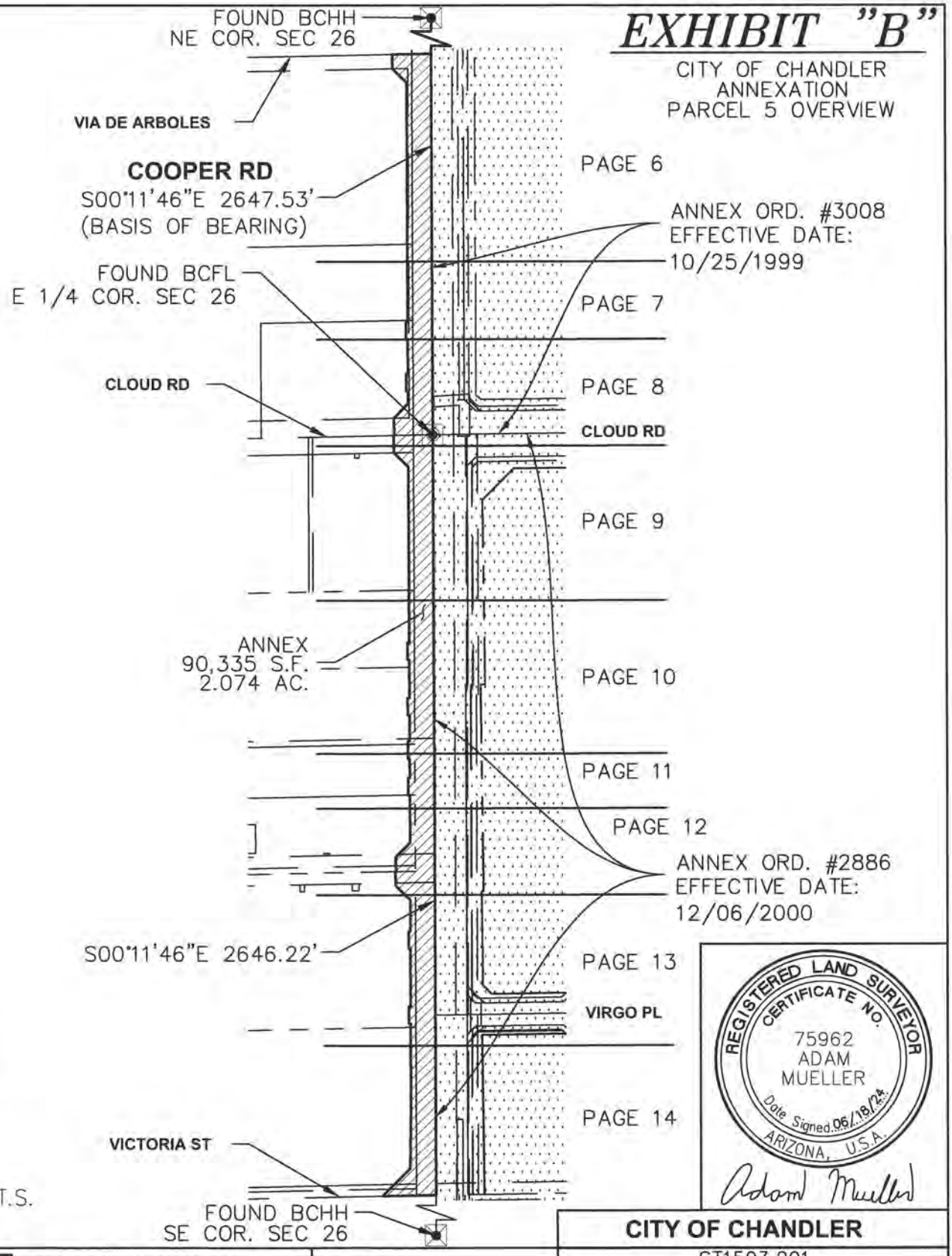
Containing an area of 90,335 SQUARE FEET or 2.074 ACRES, more or less.

See attached Exhibit "B"



EXHIBIT "B"

CITY OF CHANDLER
ANNEXATION
PARCEL 5 OVERVIEW



SCALE: N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 06/18/24
ARIZONA, U.S.A.

Adam Mueller

LEGEND

EXISTING ANNEXATION

ANNEXATION

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 26 BEARING S0°11'46"E

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CITY OF CHANDLER

ST1503.201

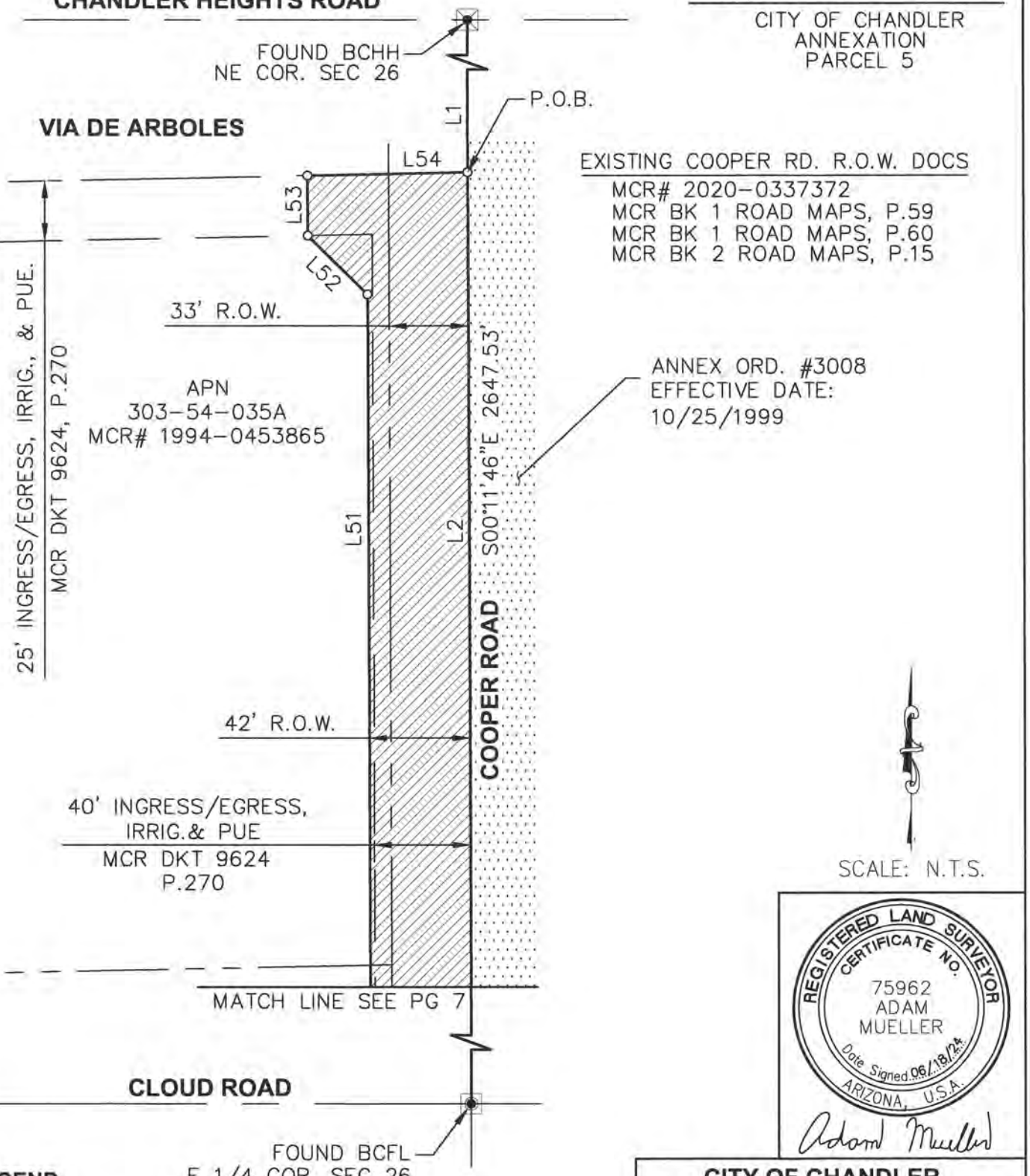
SECTION 26, T2S, R5E

ANNEXATION
PARCEL 5 OVERVIEW

DATE: 5/29/24	REV'D:	
DRAWN BY: JTP	CHK'D: DGF	PG: 5 OF 16
FILE: PARCEL 4_ANNEX.DWG		

EXHIBIT "B"

CITY OF CHANDLER
ANNEXATION
PARCEL 5



EXISTING COOPER RD. R.O.W. DOCS
MCR# 2020-0337372
MCR BK 1 ROAD MAPS, P.59
MCR BK 1 ROAD MAPS, P.60
MCR BK 2 ROAD MAPS, P.15

ANNEX ORD. #3008
EFFECTIVE DATE:
10/25/1999

SCALE: N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 06/18/24
ARIZONA, U.S.A.

Adam Mueller

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BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 26 BEARING S0°11'46"E

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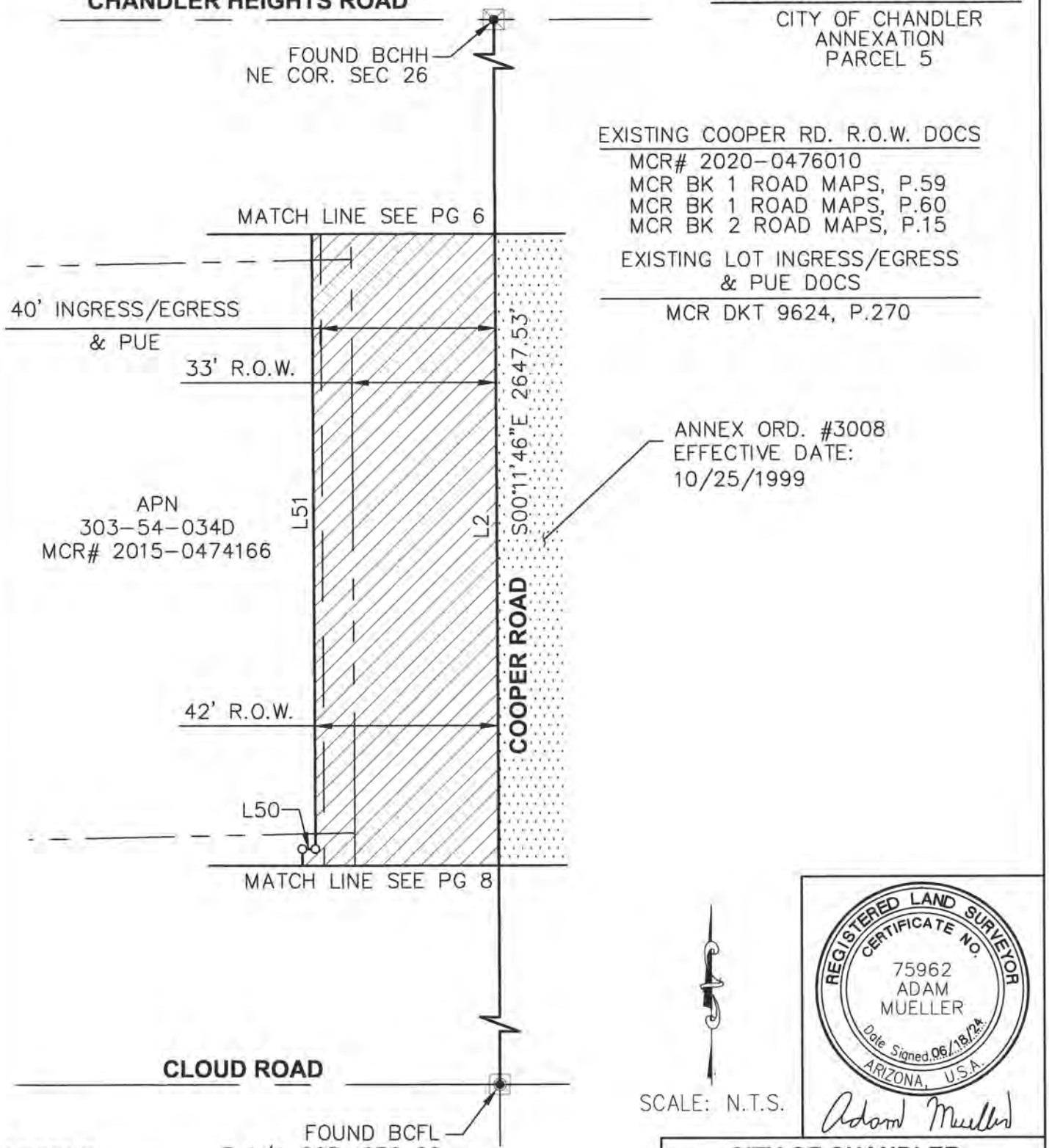
SECTION 26, T2S, R5E

ANNEXATION PARCEL 5

DATE: 5/29/24	REV'D:	
DRAWN BY: CK	CHK'D: DGF	PG: 6 OF 16
FILE: 303-54-021_ROW.DWG		

EXHIBIT "B"

CITY OF CHANDLER
ANNEXATION
PARCEL 5



EXISTING COOPER RD. R.O.W. DOCS

MCR# 2020-0476010
MCR BK 1 ROAD MAPS, P.59
MCR BK 1 ROAD MAPS, P.60
MCR BK 2 ROAD MAPS, P.15

EXISTING LOT INGRESS/EGRESS & PUE DOCS

MCR DKT 9624, P.270

SCALE: N.T.S.

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EXISTING ANNEXATION

ANNEXATION

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 26 BEARING S0°11'46"E

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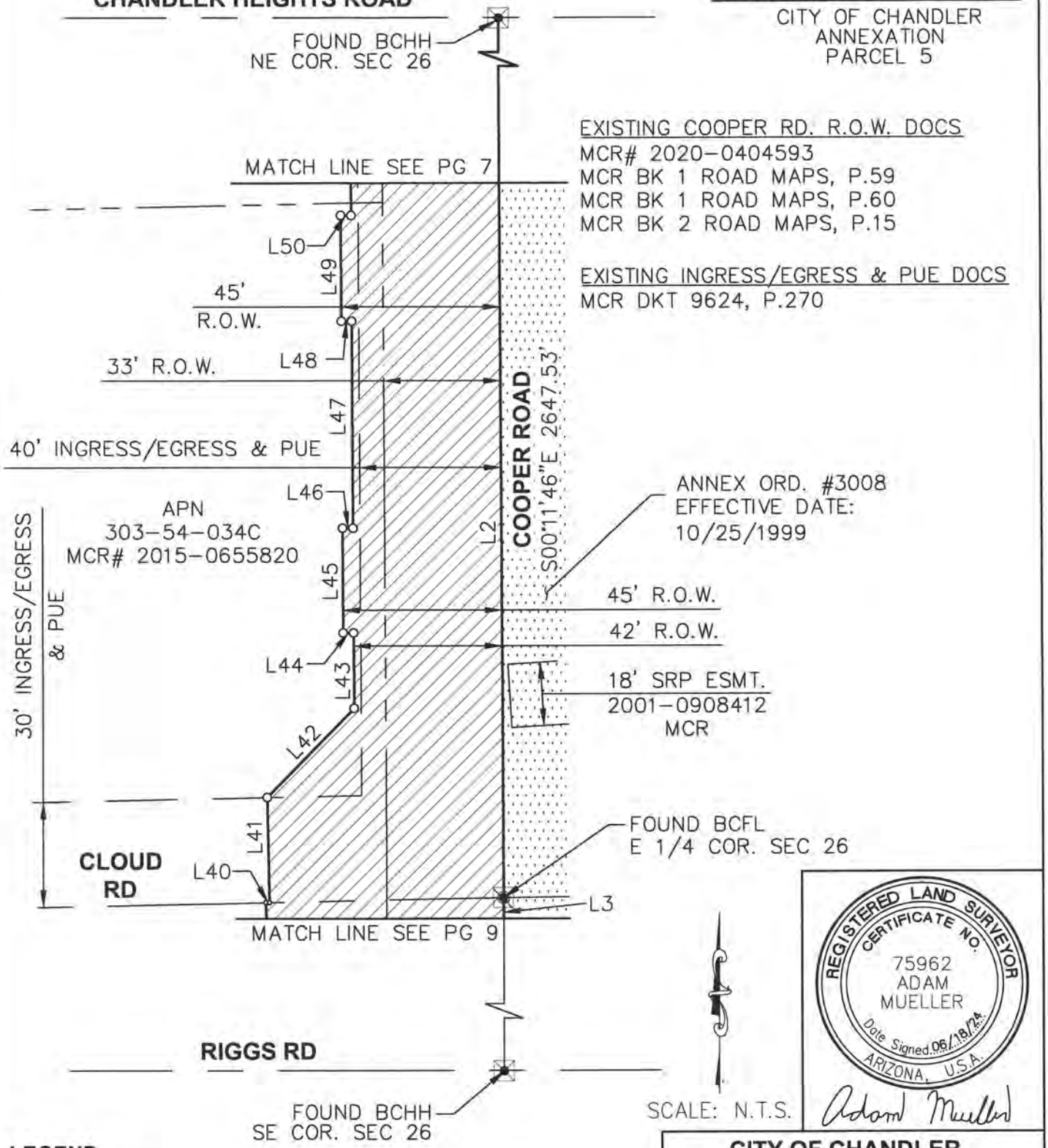
SECTION 26, T2S, R5E

ANNEXATION PARCEL 5

DATE: 5/29/24	REV'D:	
DRAWN BY: CK	CHK'D: DGF	PG: 7 OF 16
FILE: 303-54-021_ROW.DWG		

EXHIBIT "B"

CITY OF CHANDLER
ANNEXATION
PARCEL 5



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EXISTING ANNEXATION

ANNEXATION

BASIS OF BEARING

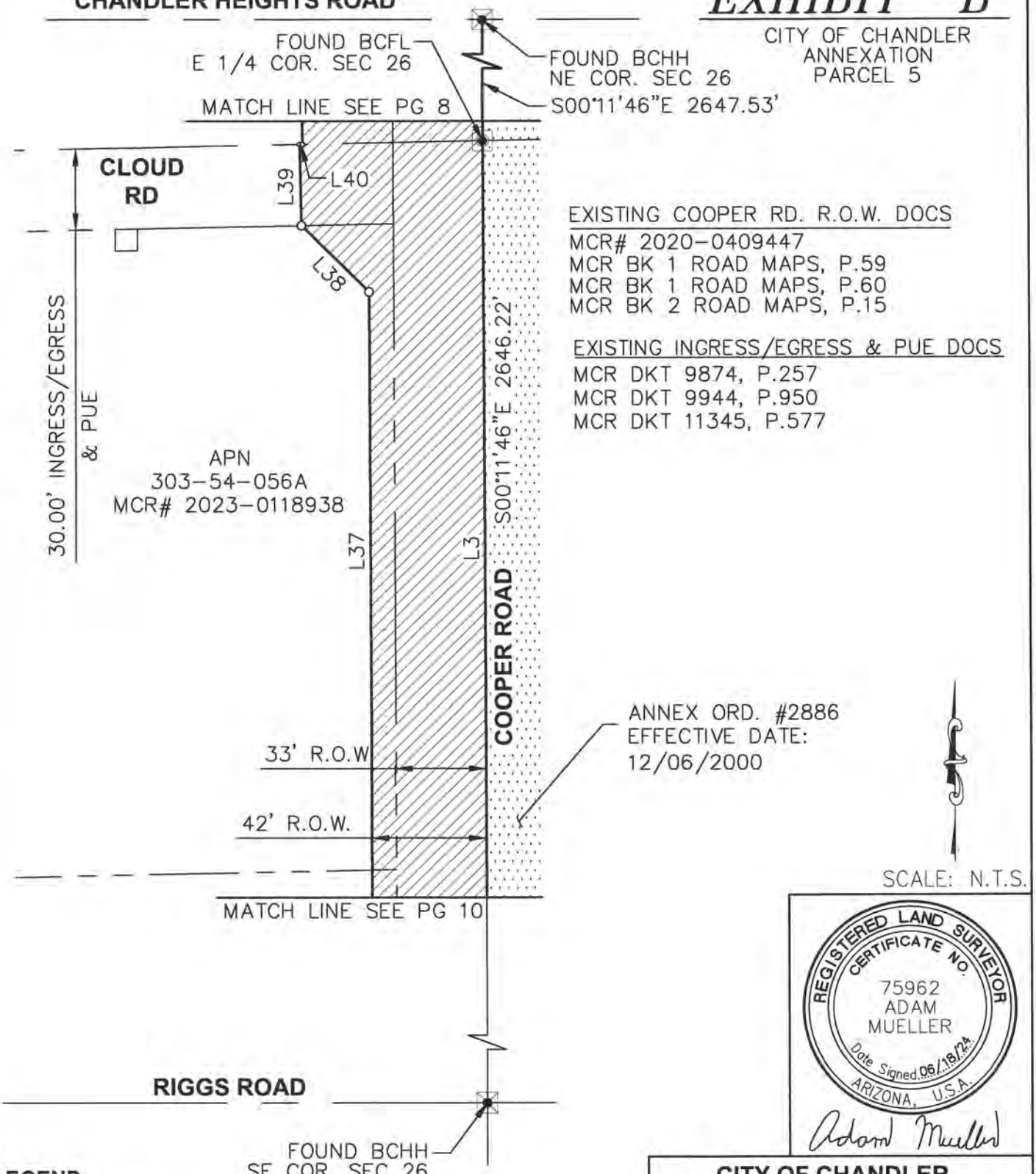
THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 26 BEARING S0°11'46"E

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ST1503.201	
SECTION 26, T2S, R5E	
ANNEXATION PARCEL 5	
DATE: 5/29/24	REV'D:
DRAWN BY: CK	CHK'D: DGF	PG: 8 OF 16
FILE: 303-54-021_ROW.DWG	

EXHIBIT "B"

CITY OF CHANDLER
ANNEXATION
PARCEL 5



EXISTING COOPER RD. R.O.W. DOCS
MCR# 2020-0409447
MCR BK 1 ROAD MAPS, P.59
MCR BK 1 ROAD MAPS, P.60
MCR BK 2 ROAD MAPS, P.15

EXISTING INGRESS/EGRESS & PUE DOCS
MCR DKT 9874, P.257
MCR DKT 9944, P.950
MCR DKT 11345, P.577

SCALE: N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
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ADAM
MUELLER
Date Signed 06/18/24
ARIZONA, U.S.A.

Adam Mueller

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EXISTING ANNEXATION

ANNEXATION

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 26 BEARING S0°11'46"E

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CITY OF CHANDLER

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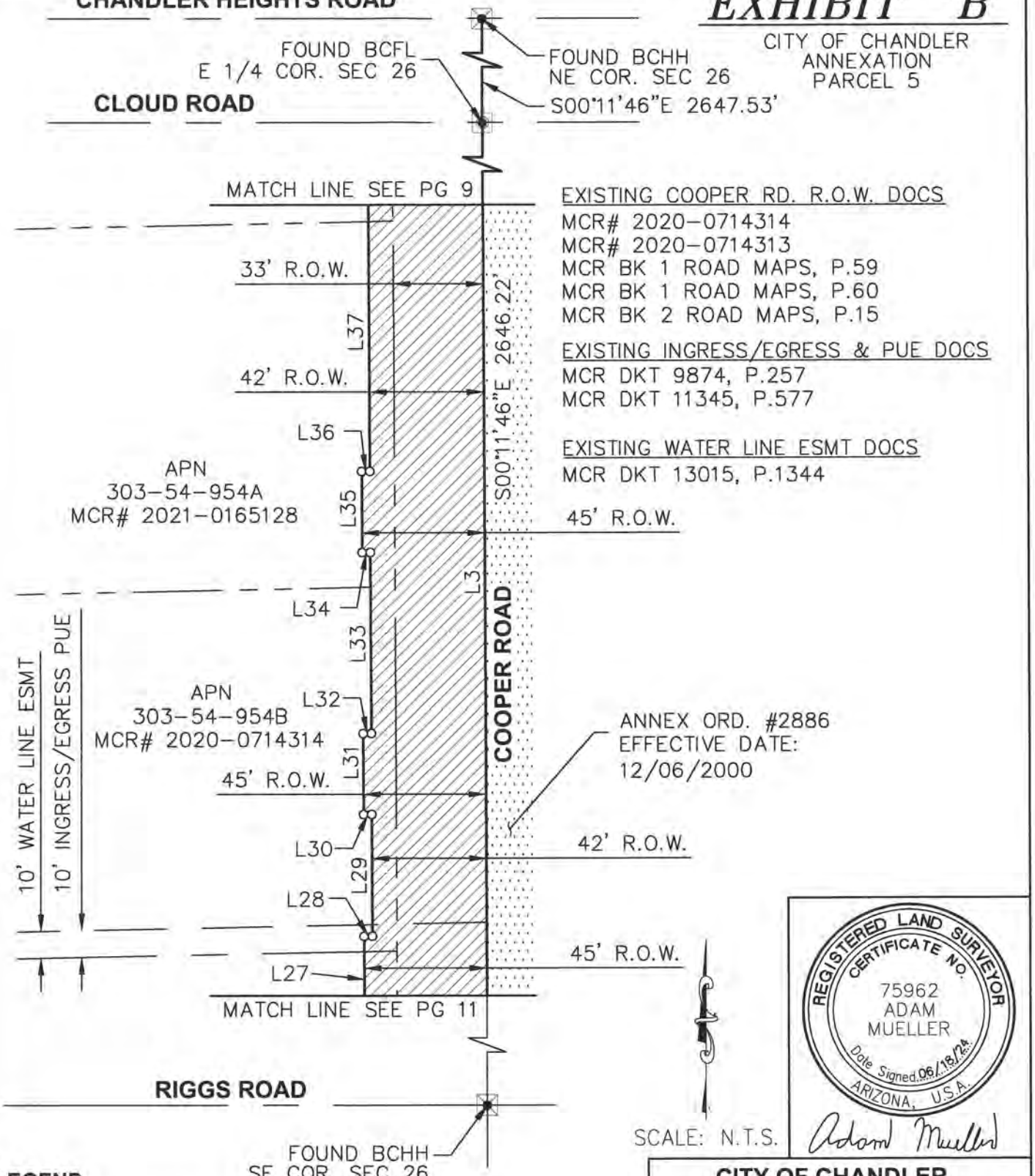
SECTION 26, T2S, R5E

ANNEXATION PARCEL 5

DATE: 5/29/24	REV'D:	
DRAWN BY: CK	CHK'D: DGF	PG: 9 OF 16
FILE: 303-54-021_ROW.DWG		

EXHIBIT "B"

CITY OF CHANDLER
ANNEXATION
PARCEL 5



EXISTING COOPER RD. R.O.W. DOCS
MCR# 2020-0714314
MCR# 2020-0714313
MCR BK 1 ROAD MAPS, P.59
MCR BK 1 ROAD MAPS, P.60
MCR BK 2 ROAD MAPS, P.15

EXISTING INGRESS/EGRESS & PUE DOCS
MCR DKT 9874, P.257
MCR DKT 11345, P.577

EXISTING WATER LINE ESMT DOCS
MCR DKT 13015, P.1344

SCALE: N.T.S.

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BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 26 BEARING S0°11'46"E

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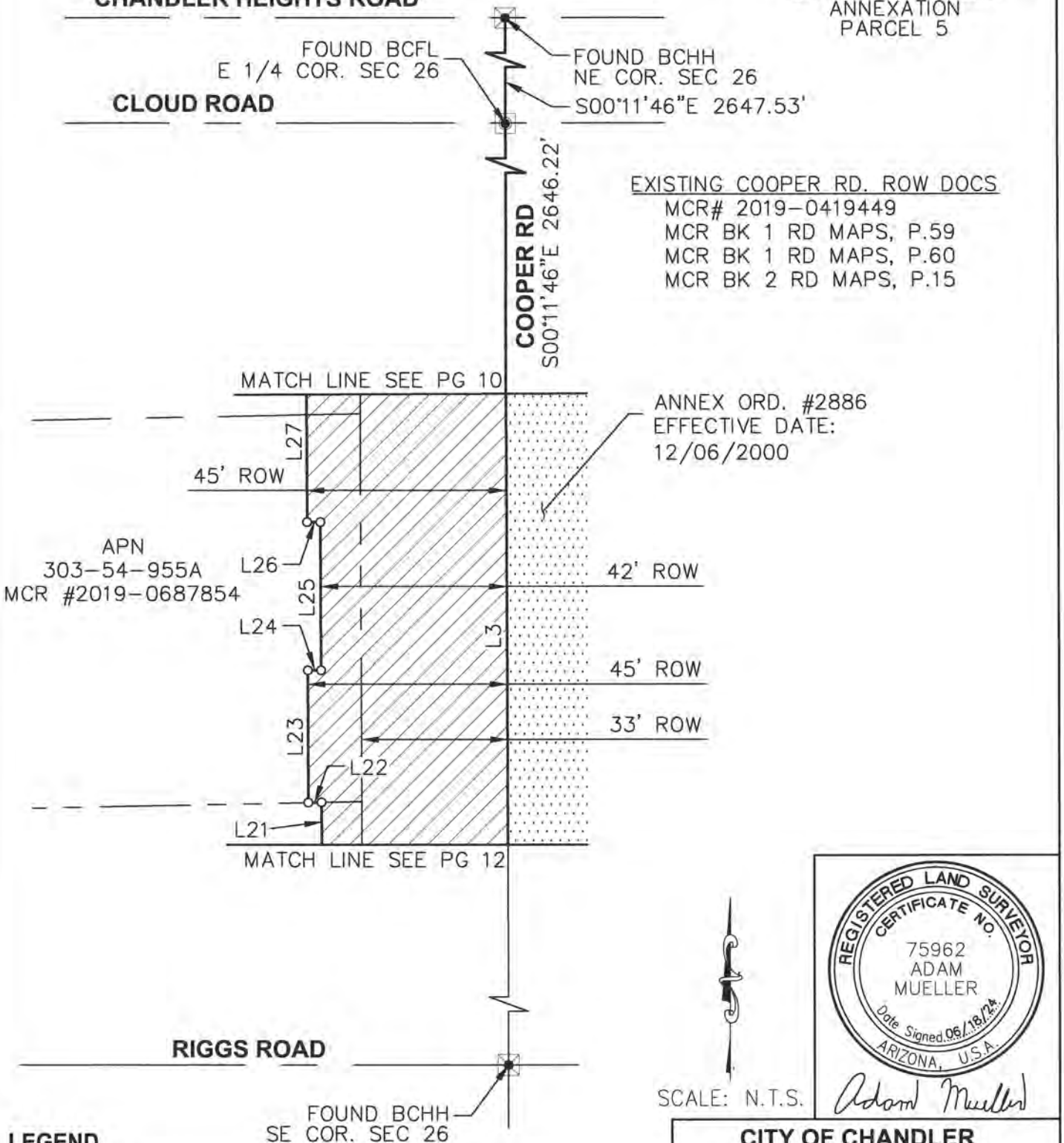
SECTION 26, T2S, R5E

ANNEXATION PARCEL 5

DATE: 5/29/24	REV'D:	
DRAWN BY: CK	CHK'D: DGF	PG:10 OF 16
FILE: 303-54-021_ROW.DWG		

EXHIBIT "B"

CITY OF CHANDLER
ANNEXATION
PARCEL 5



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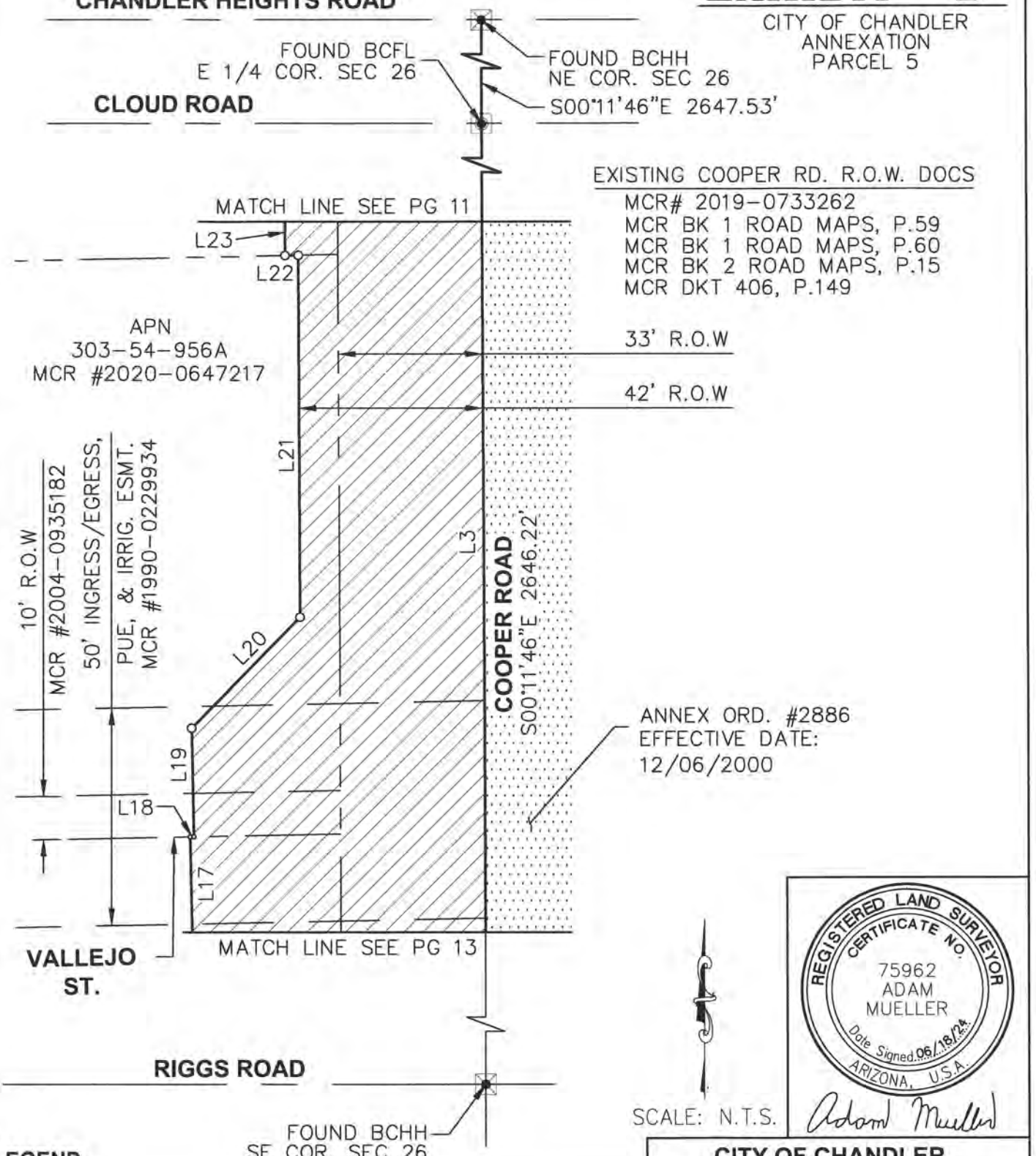
SECTION 26, T2S, R5E

ANNEXATION PARCEL 5

DATE: 5/29/24	REV'D:	
DRAWN BY: CK	CHK'D: DGF	PG:11OF16
FILE: 303-54-021_ROW.DWG		

EXHIBIT "B"

CITY OF CHANDLER
ANNEXATION
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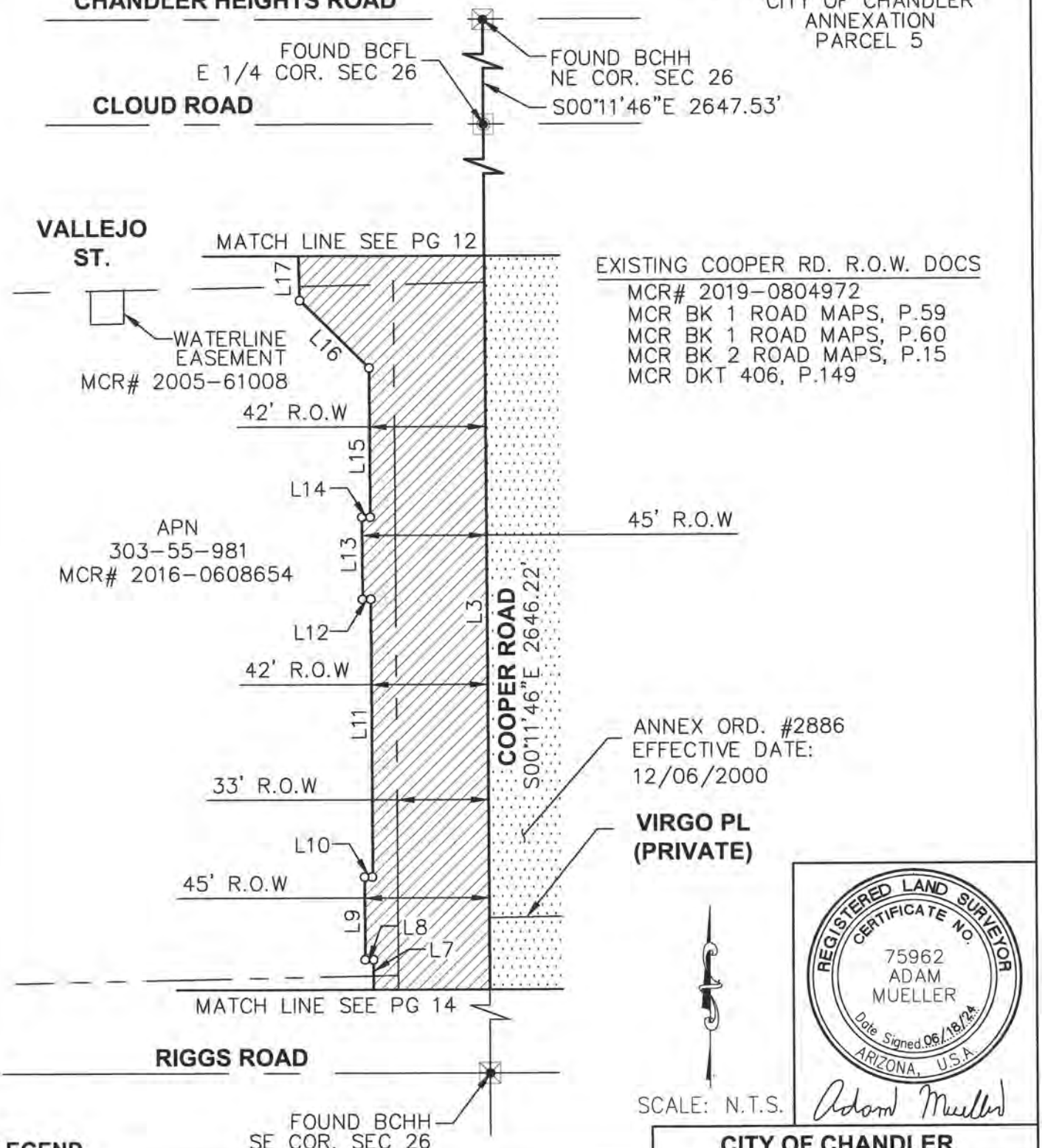
SECTION 26, T2S, R5E

ANNEXATION PARCEL 5

DATE: 5/29/24	REV'D:	
DRAWN BY: CK	CHK'D: DGF	PG:12 OF16
FILE: 303-54-021_ROW.DWG		

EXHIBIT "B"

CITY OF CHANDLER
ANNEXATION
PARCEL 5



SCALE: N.T.S.

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EXISTING ANNEXATION

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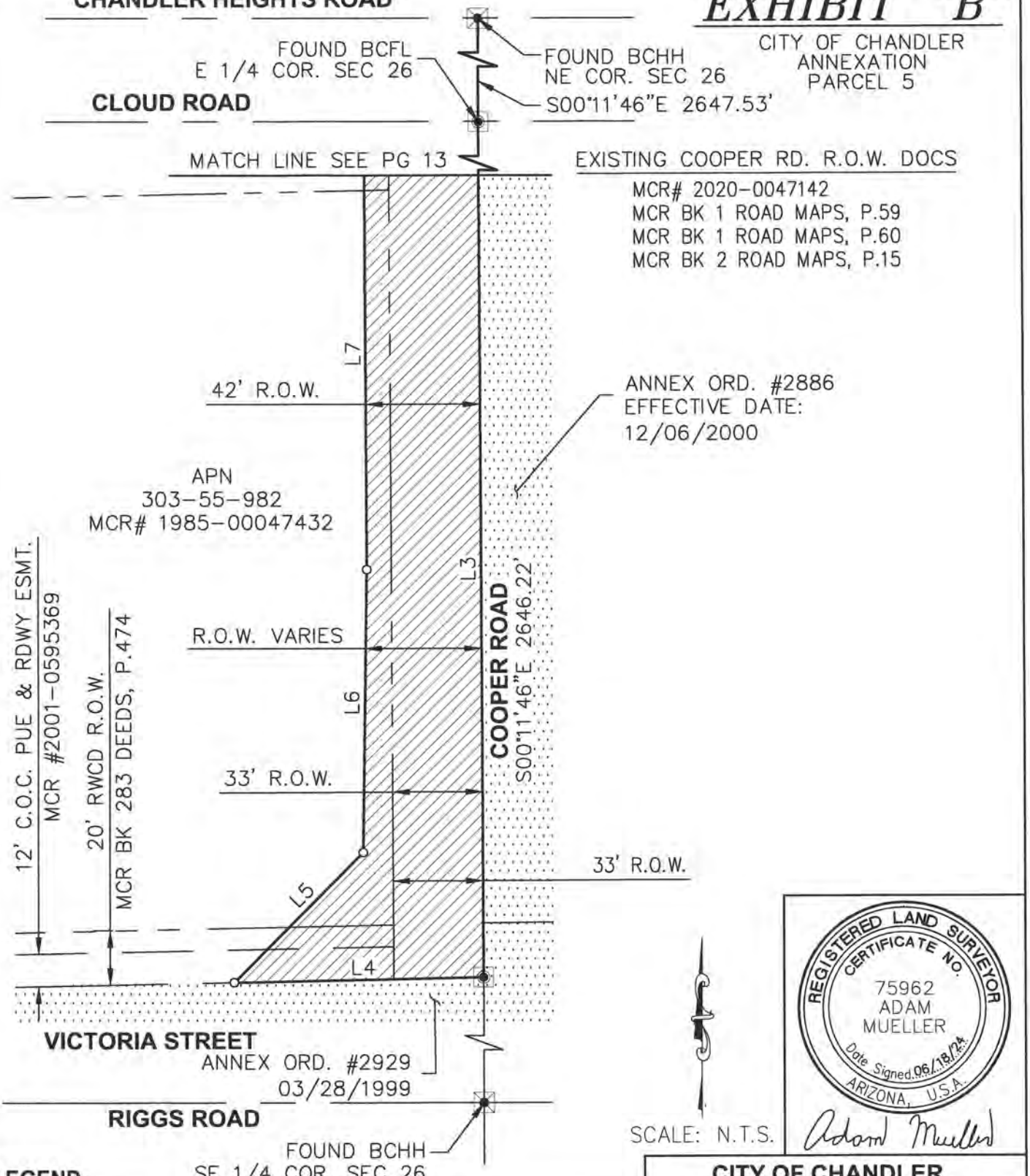
SECTION 26, T2S, R5E

ANNEXATION PARCEL 5

DATE: 5/29/24	REV'D:	
DRAWN BY: CK	CHK'D: DGF	PG:13 OF16
FILE: 303-54-021_ROW.DWG		

EXHIBIT "B"

CITY OF CHANDLER
ANNEXATION
PARCEL 5



SCALE: N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
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Date Signed 06/18/24
ARIZONA, U.S.A.

Adam Mueller

LEGEND

EXISTING ANNEXATION

ANNEXATION

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 26 BEARING S0°11'46"E

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ST1503.201

SECTION 26, T2S, R5E

ANNEXATION PARCEL 5

DATE: 5/29/24	REV'D:	
DRAWN BY: CK	CHK'D: DGF	PG:14 OF16
FILE: 303-54-021_ROW.DWG		

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S0° 11' 46"E	1985.65'
L2	S0° 11' 46"E	661.88'
L3	S0° 11' 46"E	1322.99'
L4	S88° 50' 38"W	91.77'
L5	N44° 50' 41"E	67.63'
L6	N0° 50' 44"E	104.78'
L7	N0° 11' 46"W	145.59'
L8	S89° 48' 14"W	3.00'
L9	N0° 11' 46"W	30.00'
L10	N89° 48' 14"E	3.00'
L11	N0° 11' 46"W	101.17'
L12	S89° 48' 14"W	3.00'
L13	N0° 11' 46"W	30.00'
L14	N89° 48' 14"E	3.00'
L15	N0° 11' 46"W	54.31'
L16	N45° 40' 21"W	35.06'
L17	N1° 08' 56"W	25.00'
L18	N88° 51' 04"E	0.83'
L19	N1° 08' 56"W	25.00'
L20	N44° 19' 39"E	35.65'

LINE TABLE		
LINE	BEARING	DISTANCE
L21	N0° 11' 46"W	83.06'
L22	S88° 51' 04"W	3.00'
L23	N0° 11' 46"W	30.05'
L24	N89° 48' 14"E	3.00'
L25	N0° 11' 46"W	33.62'
L26	S89° 48' 14"W	3.00'
L27	N0° 11' 46"W	30.00'
L28	N89° 48' 14"E	3.00'
L29	N0° 11' 46"W	45.00'
L30	S89° 48' 14"W	3.00'
L31	N0° 11' 46"W	30.00'
L32	N89° 48' 14"E	3.00'
L33	N0° 11' 46"W	67.00'
L34	S89° 48' 14"W	3.00'
L35	N0° 11' 46"W	30.00'
L36	N89° 48' 14"E	3.00'
L37	N0° 11' 46"W	306.51'
L38	N45° 40' 30"W	35.06'
L39	N1° 09' 15"W	30.00'
L40	N88° 50' 45"E	1.00'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 06/18/24
ARIZONA, U.S.A.

Adam Mueller

LEGEND

EXISTING ANNEXATION

ANNEXATION

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 26 BEARING S0°11'46"E

Entellus™
3033 N. 44th Street Suite 250
Phoenix, AZ 85018.7228
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

CITY OF CHANDLER

ST1503.201

SECTION 26, T2S, R5E

ANNEXATION PARCEL 5

DATE: 5/29/24 | REV'D:

DRAWN BY: CK | CHK'D: DGF | PG:15 OF 16

FILE: PARCEL 5_ANNEX.DWG

LINE TABLE		
LINE	BEARING	DISTANCE
L41	N1° 09' 15"W	30.00'
L42	N44° 19' 30"E	35.65'
L43	N0° 11' 46"W	21.48'
L44	S89° 48' 14"W	3.00'
L45	N0° 11' 46"W	30.00'
L46	N89° 48' 14"E	3.00'
L47	N0° 11' 46"W	59.00'
L48	S89° 48' 14"W	3.00'
L49	N0° 11' 46"W	30.00'
L50	N89° 48' 14"E	3.00'
L51	N0° 11' 46"W	416.39'
L52	N45° 40' 46"W	35.06'
L53	N0° 11' 46"W	25.00'
L54	N88° 50' 13"E	67.01'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
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CITY OF CHANDLER

ST1503.201

SECTION 26, T2S, R5E

ANNEXATION PARCEL 5

DATE: 5/29/24 | REV'D:

DRAWN BY: CK | CHK'D: DGF | PG:16 OF 16

FILE: PARCEL 5_ANNEX.DWG

PARCEL 5 ANNEX TIE Polyline Report Mon Jun 3 14:28:39 2024

Northing	Easting	Bearing	Distance
812656.228	733766.927		
		S 00°11'46" E	1985.646
810670.593	733773.721		

Closure Error Distance> 1985.64637 Error Bearing> N 00°11'46" W
Closure Precision> 1 in 1.0 Total Distance> 1985.646
Area not calculated because polyline not closed

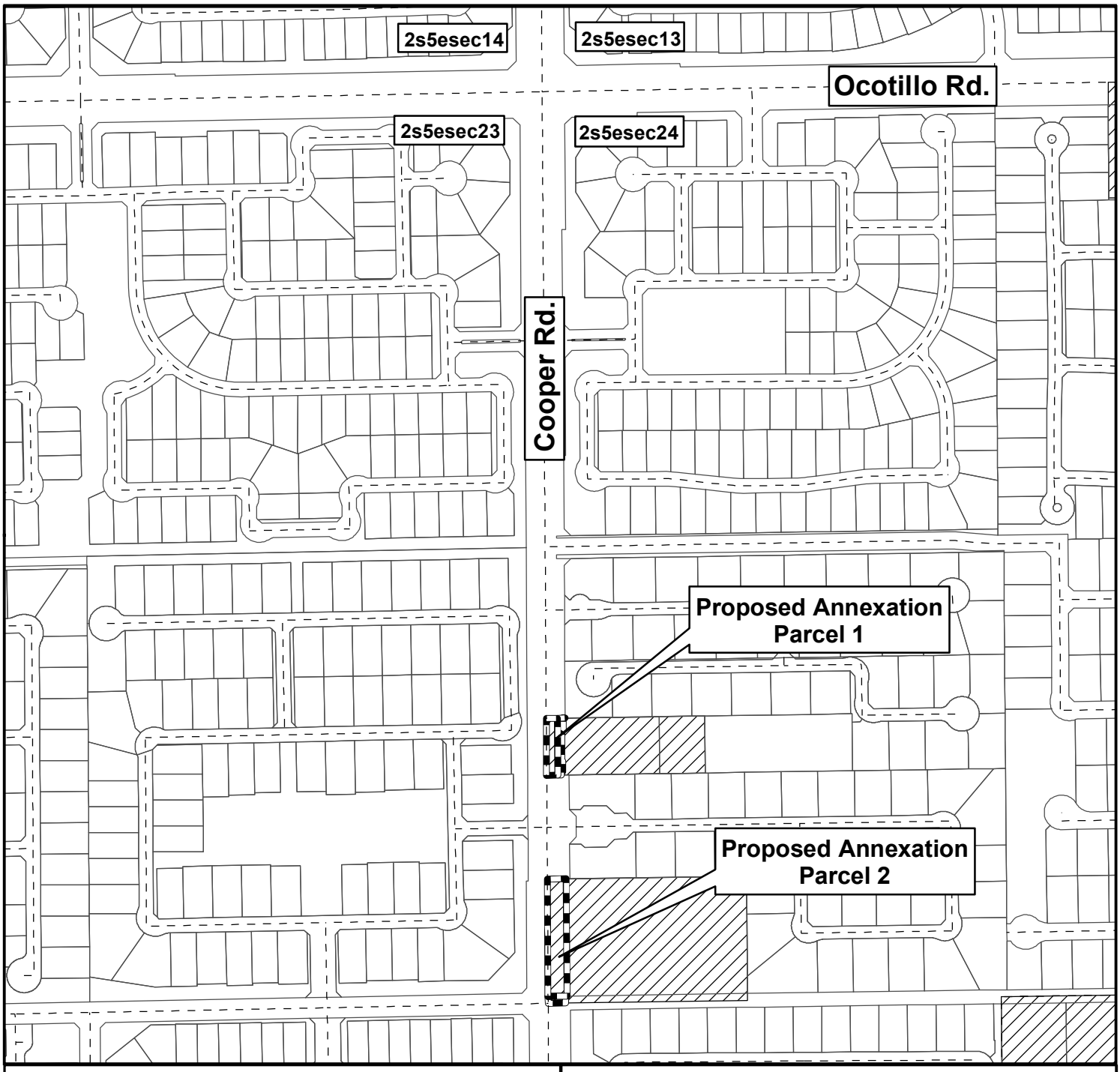
PARCEL 5 ANNEX CLOSURE Polyline Report Mon Jun 3 14:29:15 2024

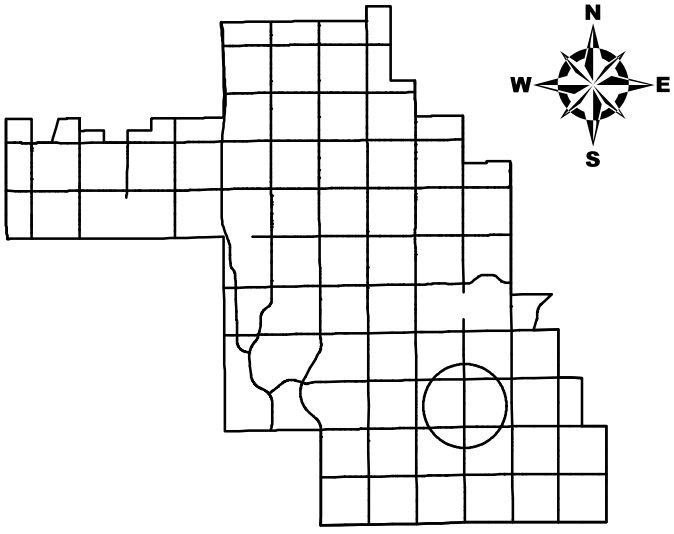
Northing	Easting	Bearing	Distance
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		S 88°50'38" W	91.773
808683.877	733688.758		
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		N 00°50'44" E	104.779
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		N 00°11'46" W	145.593
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808982.177	733734.498		
		N 00°11'46" W	30.000
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		N 89°48'14" E	3.000
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                            N 00°11'46" W 25.004
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                            N 88°50'13" E 67.006
810670.593    733773.721

Closure Error Distance> 0.00000
Total Distance> 4250.561
Polyline Area: 90335 sq ft, 2.0738 acres
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City of Chandler 7/30/2024

Annexation Map

Resolution No. 5832

Proposed Annexation

Cooper Road Rights-of-way between Alamosa Drive and Riggs Road

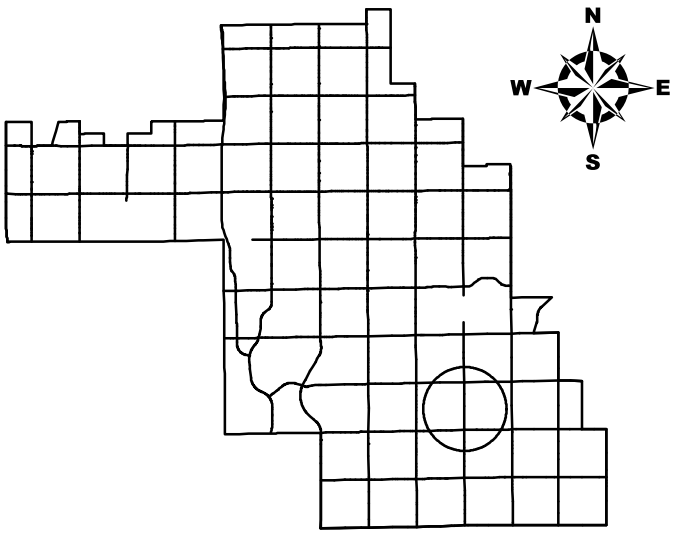
Incorporated Area

Unincorporated Area

0 100 200 400 600 800 Feet

Exhibit A





City of Chandler 7/30/2024

Annexation Map

Resolution No. 5832

Proposed Annexation

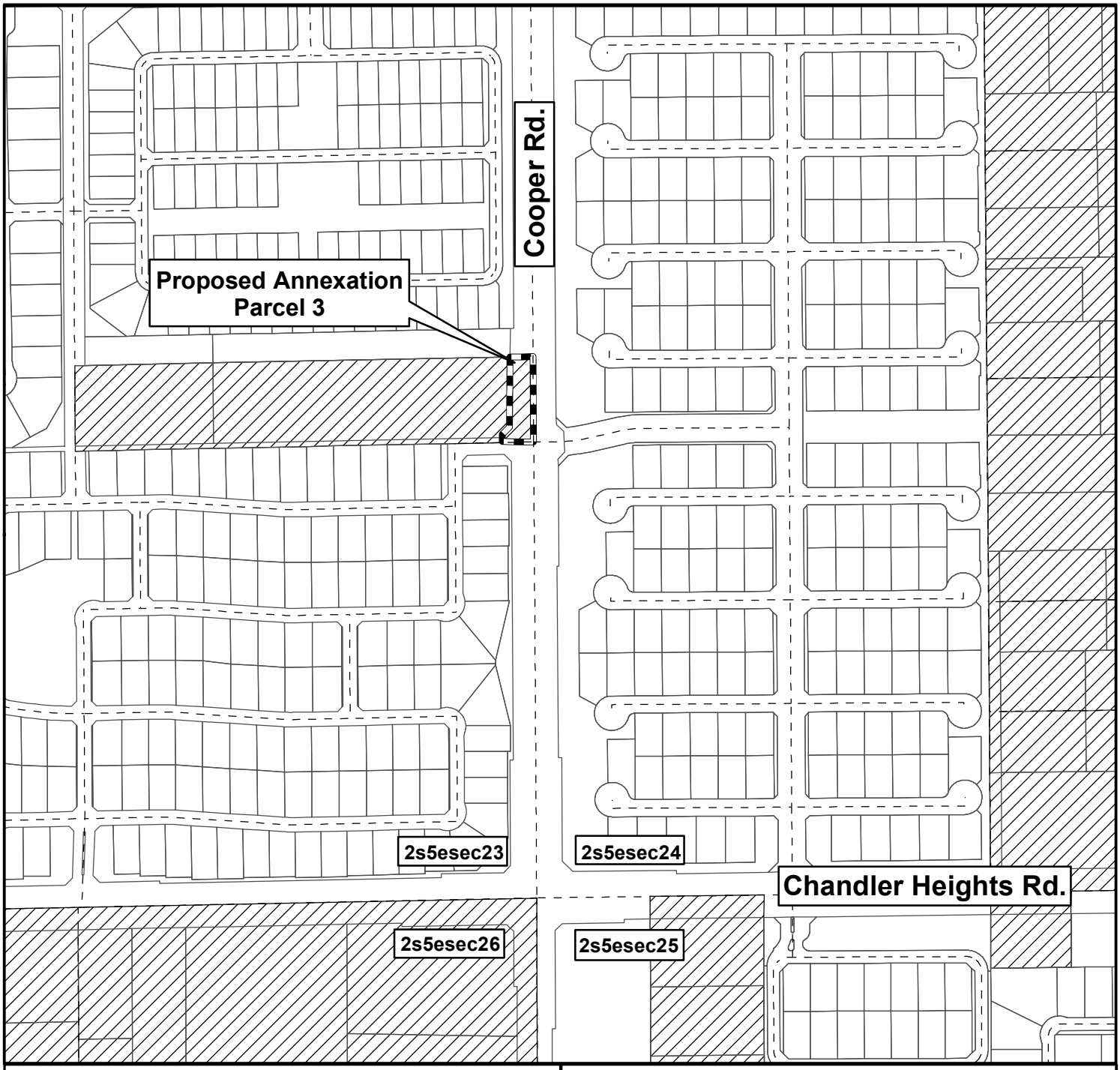
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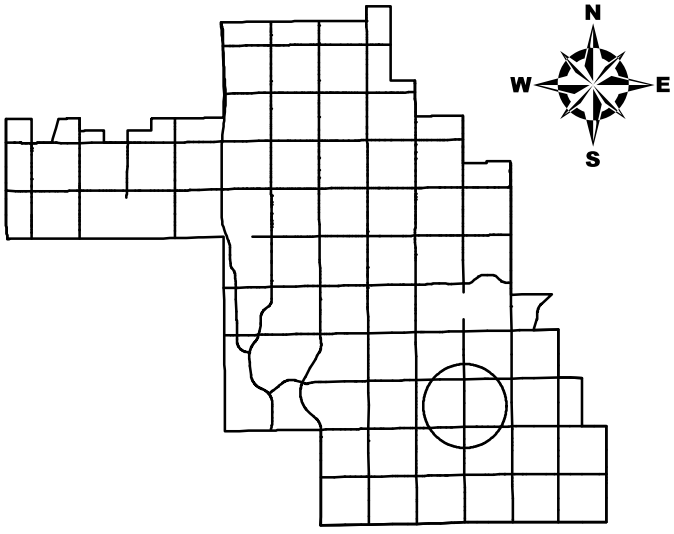
Incorporated Area

Unincorporated Area

0 100 200 400 600 800 Feet

Exhibit A





City of Chandler 7/30/2024

Annexation Map

Resolution No. 5832

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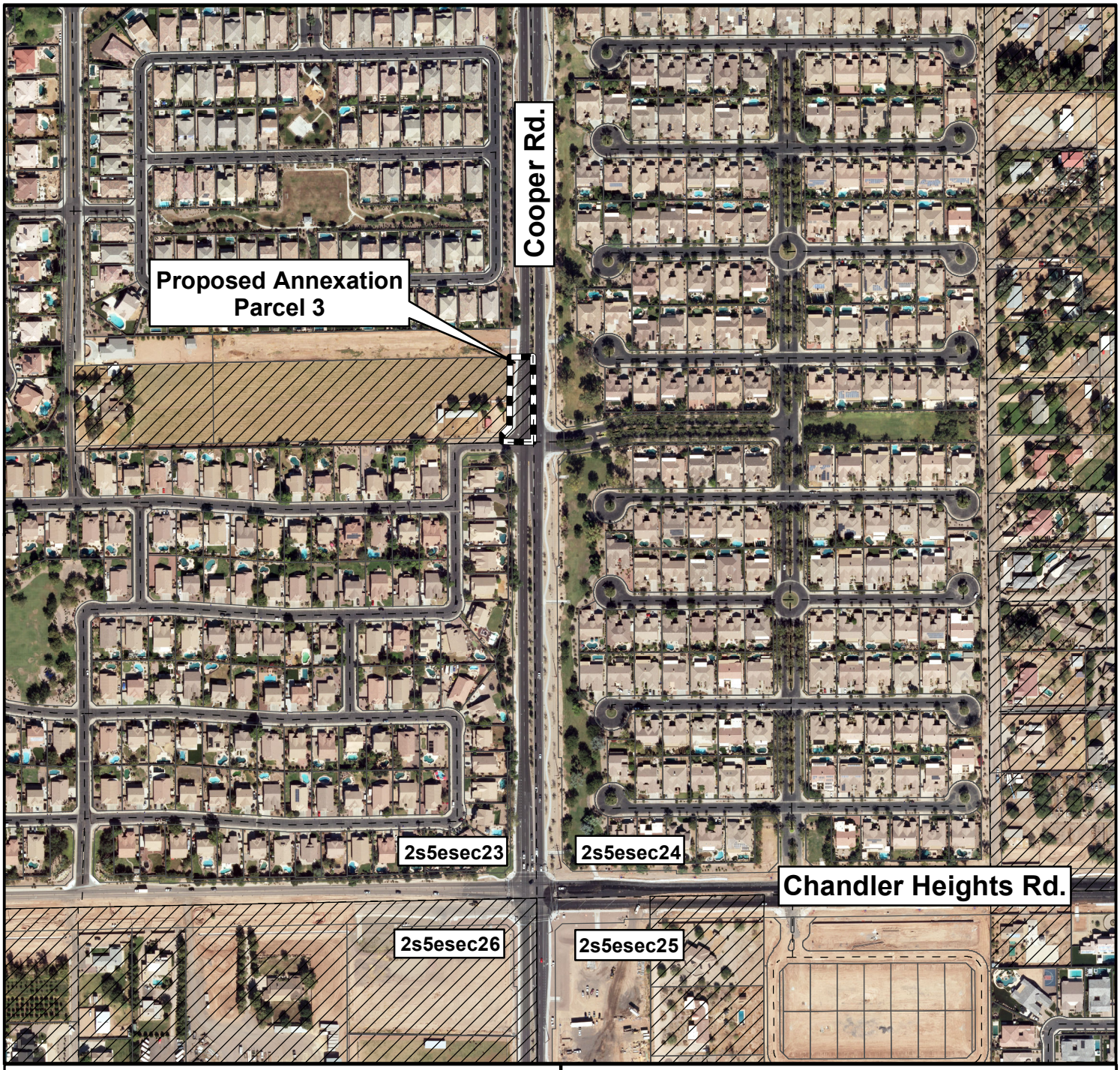
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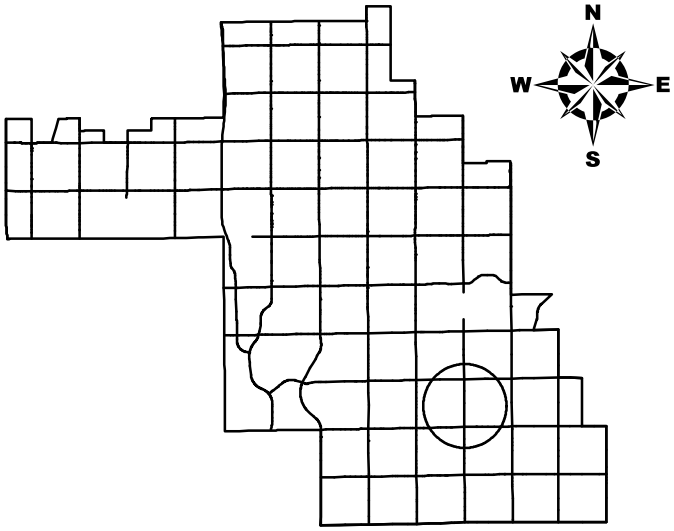
Incorporated Area

Unincorporated Area

0 100 200 400 600 800 Feet

Exhibit A





City of Chandler 7/30/2024

Annexation Map

Resolution No. 5832

Proposed Annexation

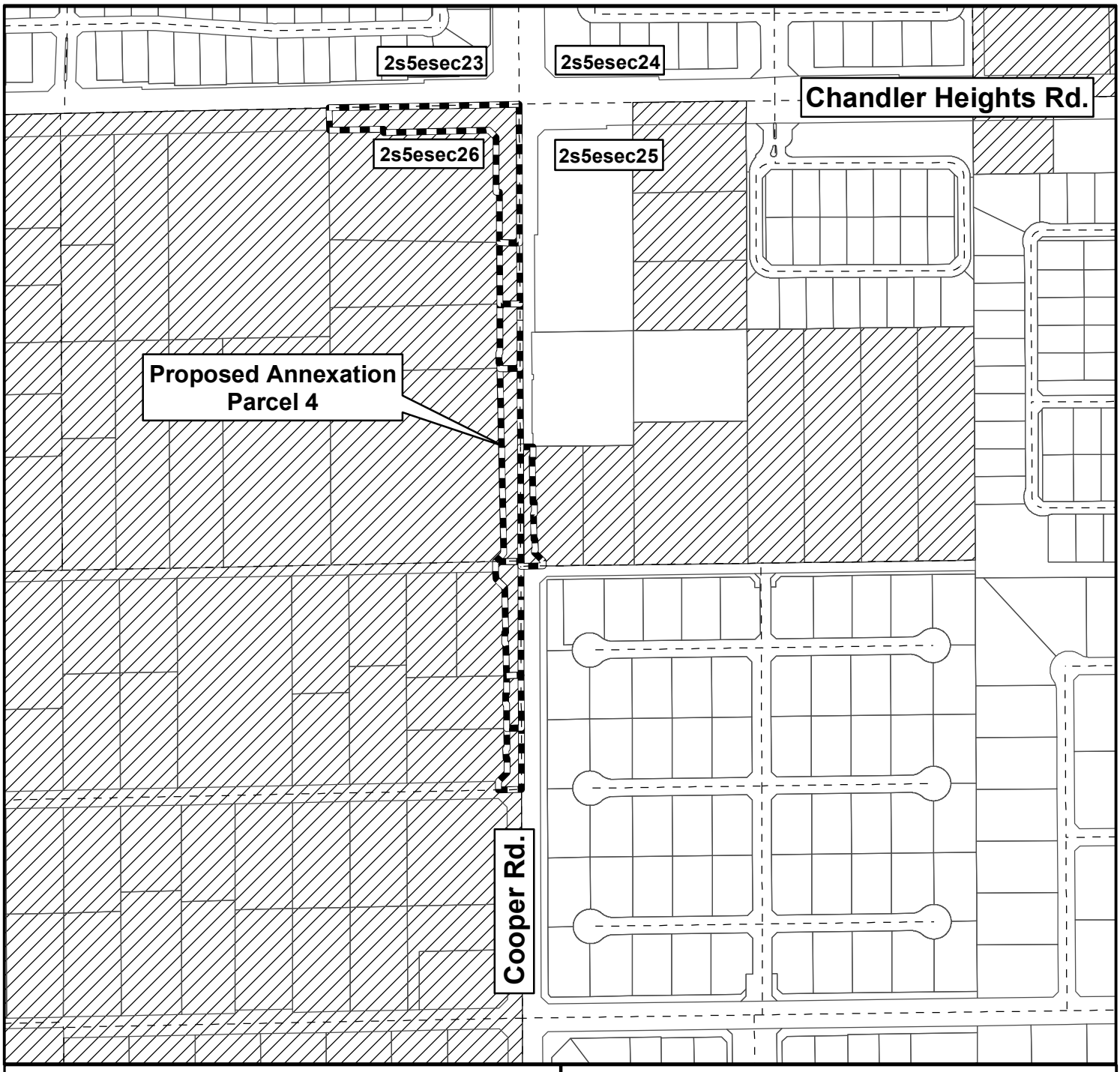
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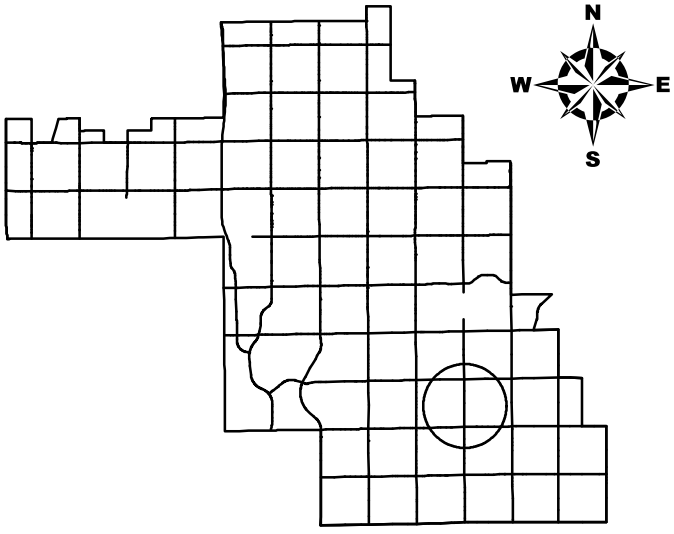
Incorporated Area

Unincorporated Area

0 100 200 400 600 800 Feet

Exhibit A





City of Chandler 7/30/2024

Annexation Map

Resolution No. 5832

Proposed Annexation

Cooper Road Rights-of-way between Alamosa Drive and Riggs Road

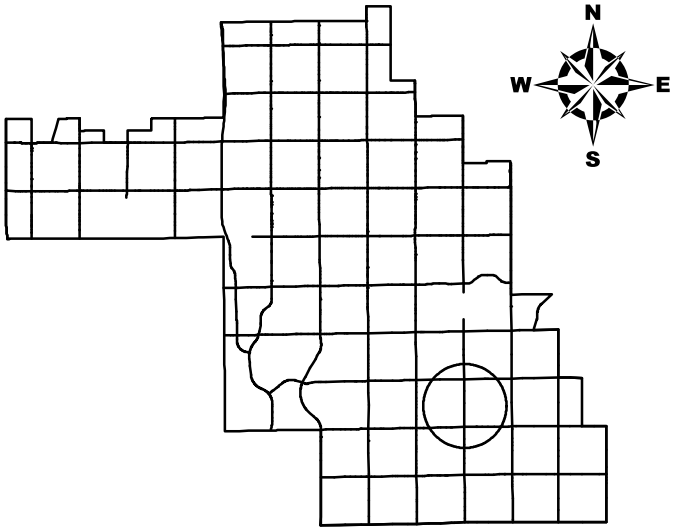
Incorporated Area

Unincorporated Area

0 100 200 400 600 800 Feet

Exhibit A





City of Chandler 7/30/2024

Annexation Map

Resolution No. 5832

Proposed Annexation

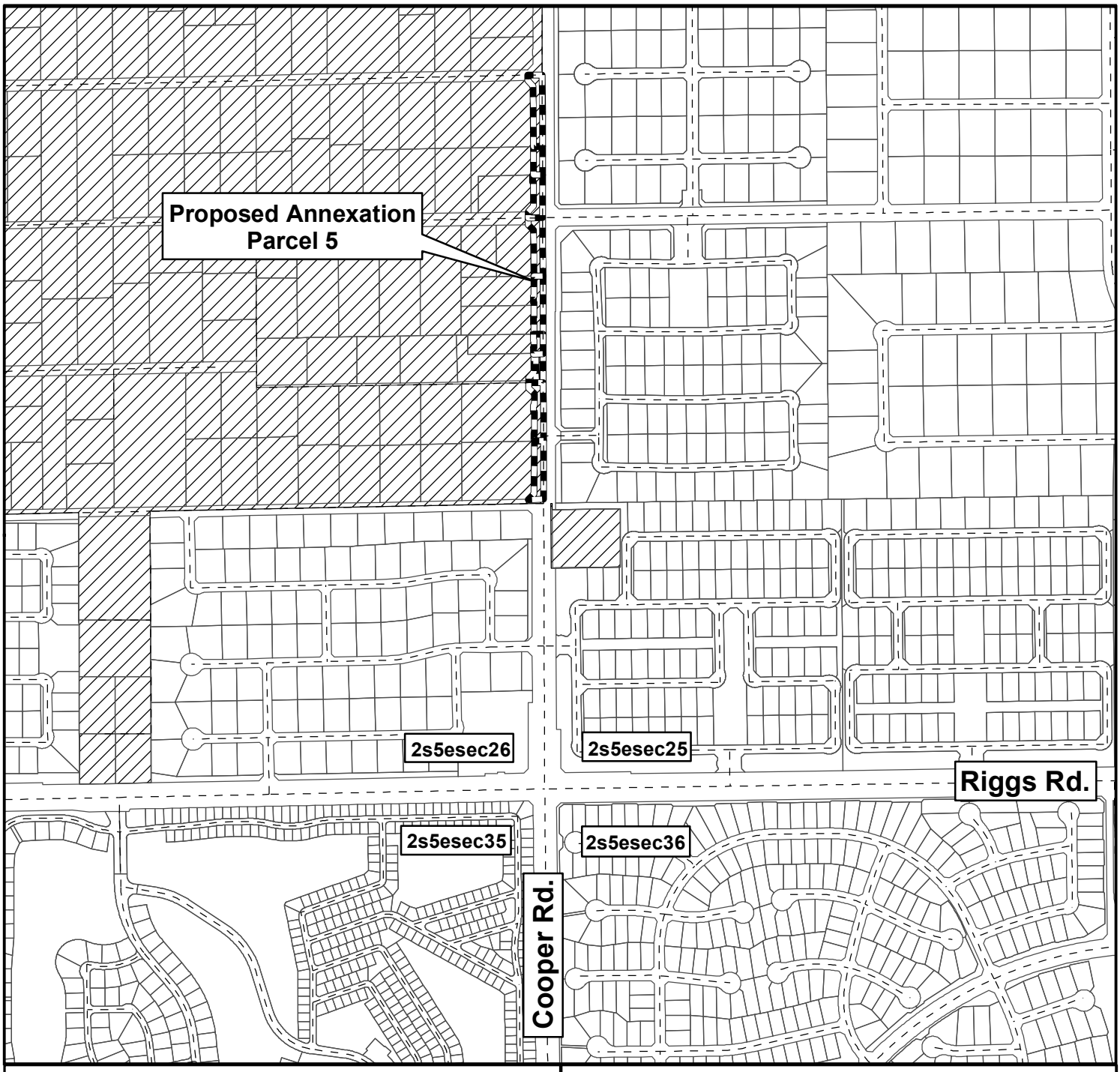
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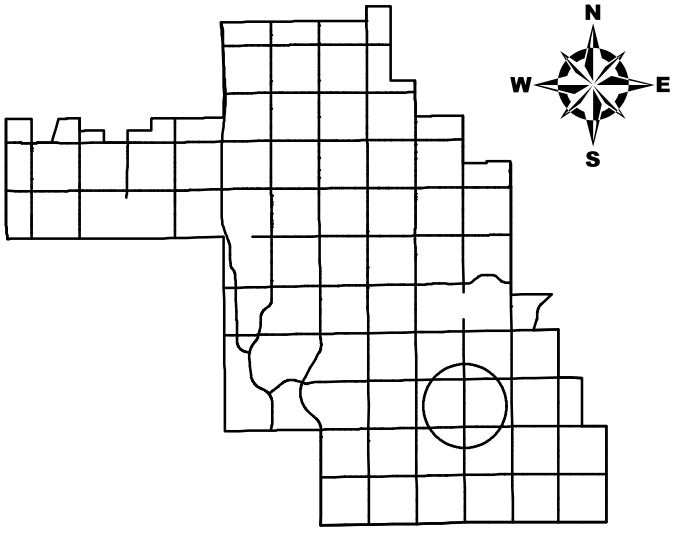
Incorporated Area

Unincorporated Area

0 100 200 400 600 800 Feet

Exhibit A





City of Chandler 7/30/2024

Annexation Map

Resolution No. 5832

Proposed Annexation

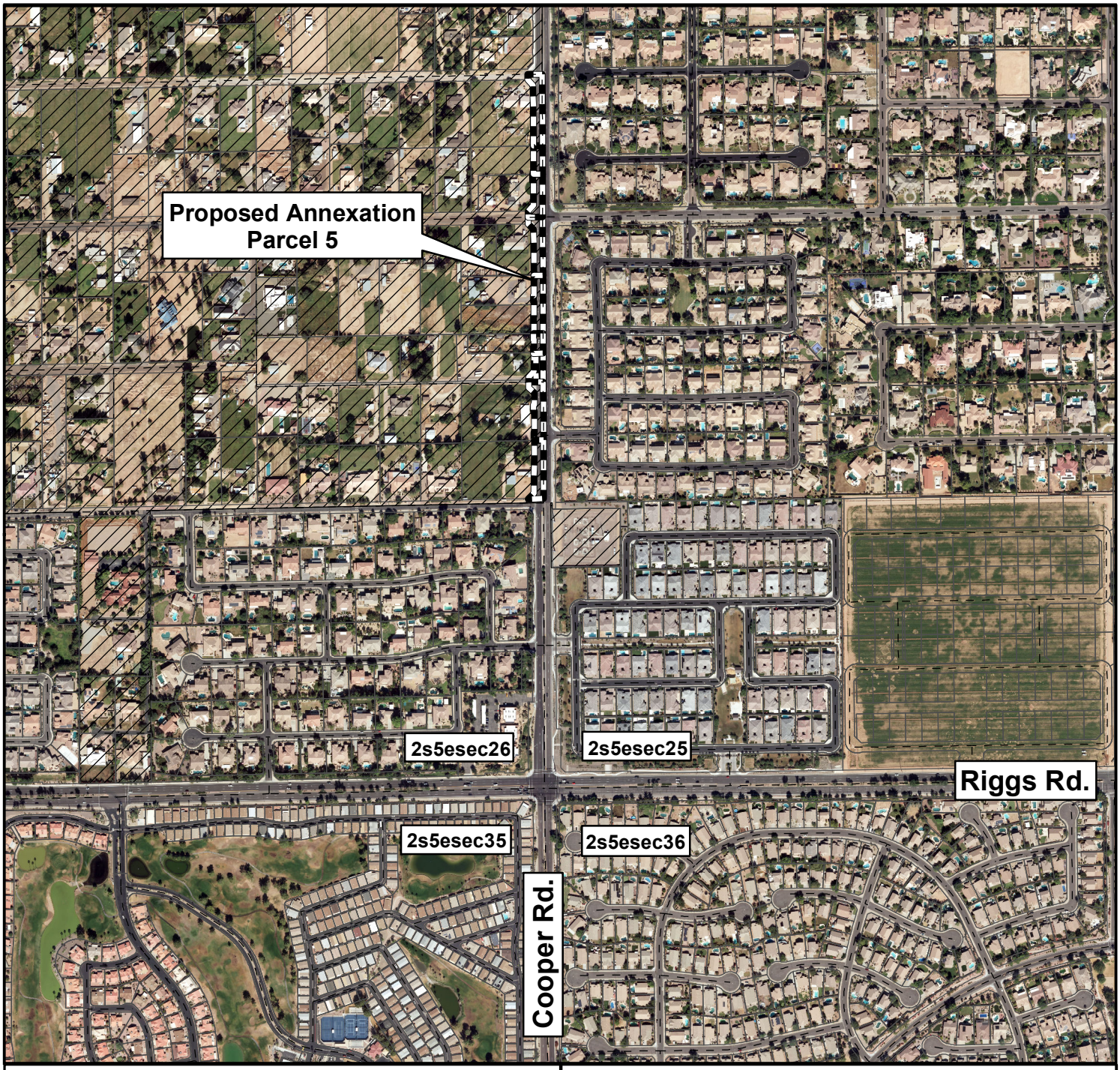
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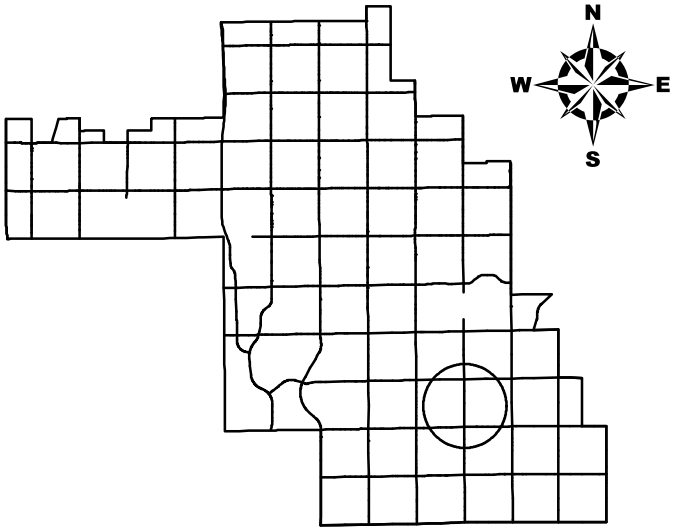
Incorporated Area

Unincorporated Area

0 165 330 660 990 1,320 Feet

Exhibit A





City of Chandler 7/30/2024

Annexation Map

Resolution No. 5832

Proposed Annexation

Cooper Road Rights-of-way between Alamosa Drive and Riggs Road

Incorporated Area

Unincorporated Area

0 165 330 660 990 1,320 Feet

Exhibit A

Cooper Road (Queen Creek Rd to Riggs Rd)

Streets/Traffic Project # 6ST675

Arterial street improvements utilizing impact fees are needed to provide for increasing traffic volumes. Improvements to Cooper Road will consist of four traffic lanes, bike lanes, sidewalks, curbs and gutters, street lighting, turn lanes, traffic signals, storm drainage, landscaping, right-of-way acquisition, and utility relocation. The cost of this project will be partially reimbursed by the Regional Transportation Sales Tax programmed in Fiscal Year (FY) 2016-17 ($1.037M), and FY 2019-20 ($6.724M). Operations and maintenance funding for utilities, landscape maintenance, and future pavement repairs are also included with this project.

Estimated Total Project Cost: **$19,260,531** Estimated total project cost includes prior spending (over last 10 years), carryforward, and future appropriation.

Category:	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Total
Utility Relocation	$960,000	0	0	0	0	0	0	0	0	0	$960,000
Staff Charges	$130,000	0	0	0	0	0	0	0	0	0	$130,000
Contingency	$742,000	0	0	0	0	0	0	0	0	0	$742,000
Construction Mgmt	$742,000	0	0	0	0	0	0	0	0	0	$742,000
Construction	$6,460,000	0	0	0	0	0	0	0	0	0	$6,460,000
Total	**$9,034,000**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$9,034,000**

Funding Source	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Total
Arterial Street Impact Fees (415)	$2,084,000	0	0	0	0	0	0	0	0	0	$2,084,000
Capital Grants (417)	$6,724,000	0	0	0	0	0	0	0	0	0	$6,724,000
Streets G.O. Bonds (411)	$226,000	0	0	0	0	0	0	0	0	0	$226,000
Total	**$9,034,000**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$9,034,000**

Operations and Maintenance Impact	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Total
Ongoing Expense	$0	25,100	50,100	50,100	50,100	50,100	50,100	50,100	50,100	50,100	$425,900
Total	**$0**	**25,100**	**50,100**	**50,100**	**50,100**	**50,100**	**50,100**	**50,100**	**50,100**	**50,100**	**$425,900**

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 24-043

Date:	September 12, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Andy Bass, Deputy City Manager Kevin Snyder, Development Services Director
From:	Darsy Omer, Associate Planner
Subject:	PLH23-0065 Magnolia
Request:	Preliminary Development Plan approval for single-family housing product to be constructed in a new subdivision
Location:	Located 1/4 mile east of the northeast corner of Cooper Road and Riggs Road
Applicant:	Martin Reill, Shea Homes

Proposed Motion:

Move City Council approve Preliminary Development Plan PLH23-0065 Magnolia, for single-family housing product to be constructed in a new subdivision, subject to the conditions as recommended by Planning and Zoning Commission.

Background Data:

- Rezoning for single-family residence and PDP for subdivision layout approved March 2022
- Preliminary Development Plan (PDP) approval is required for housing product
- Only one-story homes are proposed
- Design Review Committee was held on July 23, 2024, during which the Planning and Zoning Commission expressed support for the proposed housing product designs

Surrounding Land Use Data:

North	Single-family subdivision zoned SF-33, minimum lot size 33,000 square feet	South	Riggs Road, then single-family subdivision, minimum lot size 8,574 square feet
East	Single-family subdivision zoned SF-33, minimum lot size 33,000 square feet and a vacant lot zoned AG-1 owned by a church	West	Single-family subdivision, minimum lot size 10,000 square feet

Proposed Development:

Approved Development

	Gated Single-Family Subdivision
Number of Lots	93 lots
Proposed Density	2.53 du/ac
Building Setbacks (min.)	Front- 14ft to livable or side-entry garage 20ft to forward facing garage Sides- 5ft and 10ft Rear- 20ft, Accessory Building 10ft
Lot Sizes	75' x 134'- 10,050 sq ft 114' x 145'- 16,530 sq ft
Total Lot Coverage	60%
Building Height (max)	One story, maximum 30 feet
Guest Parking Spaces	The private streets allow for parking on both sides of the street
Amenities	• Community Ramada with seating, tables, & BBQ grills • Shaded tot lot, basketball court, bocce court, and cornhole • Pet wash stations • Enhance entrance with agrarian sculpture, decorative stamped paving, and 6-foot wide shaded walking path through subdivision

Review and Recommendation:

In March 2022, City Council approved a rezoning for single-family residences and a preliminary development plan for subdivision layout for the Magnolia subdivision. At the time of the initial rezoning and PDP, no housing product was included; Shea Homes has since submitted a PDP application for one-story housing products.

A design review committee was held on July 23, 2024, to further discuss the architecture and the Planning and Zoning Commission expressed support for the proposed housing products. The PDP includes four floor plans with three different architectural styles: "modern," "transitional," and "valley." There are a total of 12 elevations that could be constructed. Planning staff finds the request is in compliance with the General Plan and the Zoning Code.

Public / Neighborhood Notification

- The request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on June 20, 2024. Other than planning staff and the applicant, 10 people were in attendance for the neighborhood meeting with general questions about the homes.
- As of the writing of this memo, Planning staff is not aware of any opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting August 21, 2024
Motion to Approve

In Favor: 5 Opposed: 0 Absent: 2 (Koshiol and Barichello)

Planning and Zoning Commission amended stipulation number 5 at the request of the applicant to exclude lots 55-65 (located along the north side of the subdivision) from the requirement to disallow the same elevation being built directly across the street due to the larger lots being so wide that they front two of the smaller lots.

Recommended Conditions of Approval

Planning and Zoning Commission recommends City Council approve the Use Permit, subject to the following conditions:

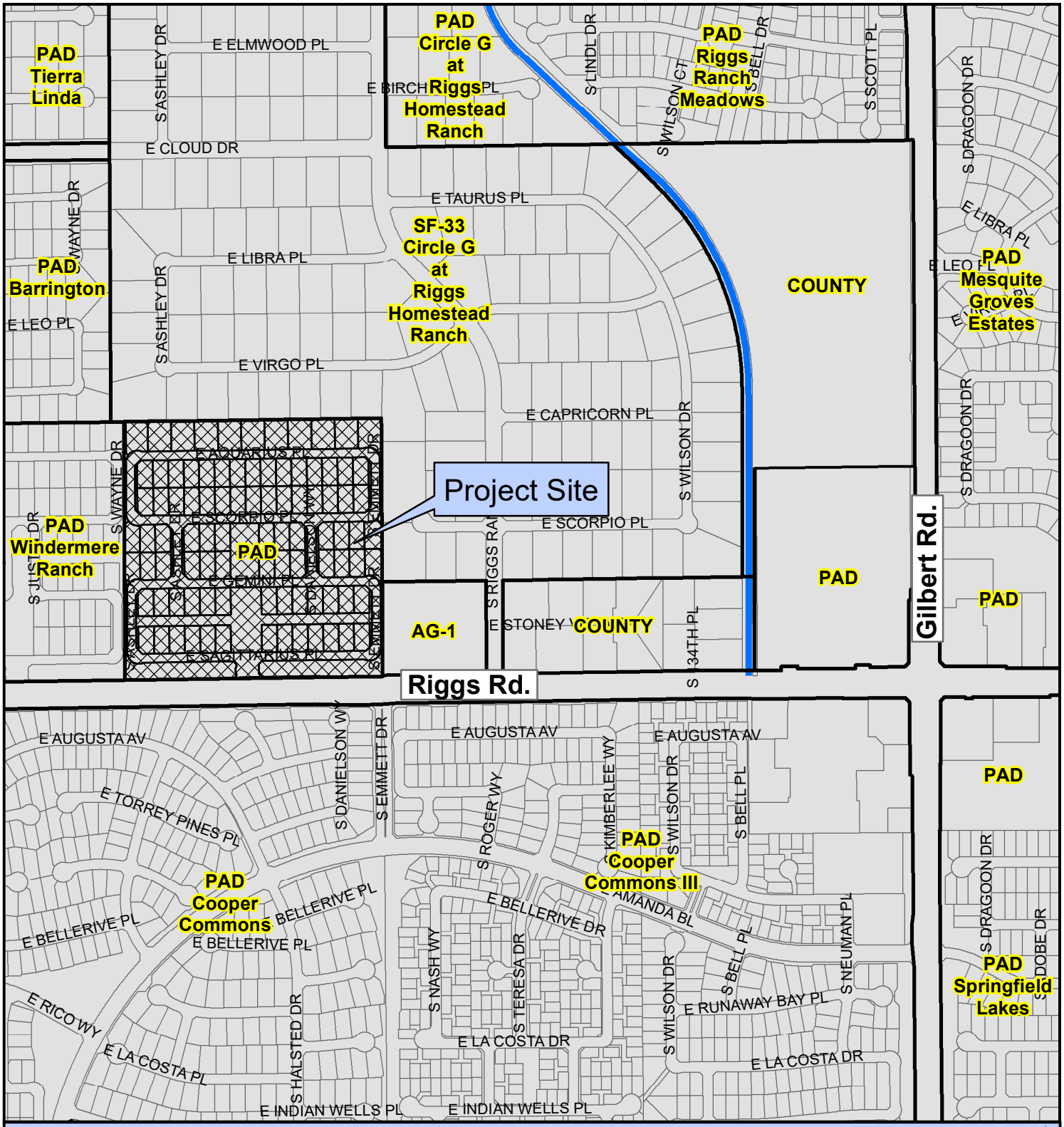
1. Development shall be in substantial conformance with the Development Booklet, entitled “PLH23-0065 Magnolia Development Booklet” and kept on file in the City of Chandler Planning Division, in File No. PLH23-0065 Magnolia, modified by such conditions included at the time the Booklet

was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.
2. Compliance with original conditions adopted by the City Council as Ordinance No. 5006 in case PLH21-0050 Magnolia, except as modified by conditions herein.
3. All lots shall be single story, including any accessory dwelling units.
4. The site shall be maintained in a clean and orderly manner.
5. The same elevation shall not be built side-by-side or directly across the street from one another, with the exception of lots 55-65, where the elevations can occur directly across the street.
6. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.

Attachments

Vicinity Maps

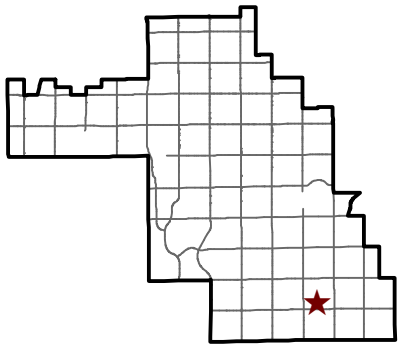
Development Booklet



PLH23-0065 Magnolia

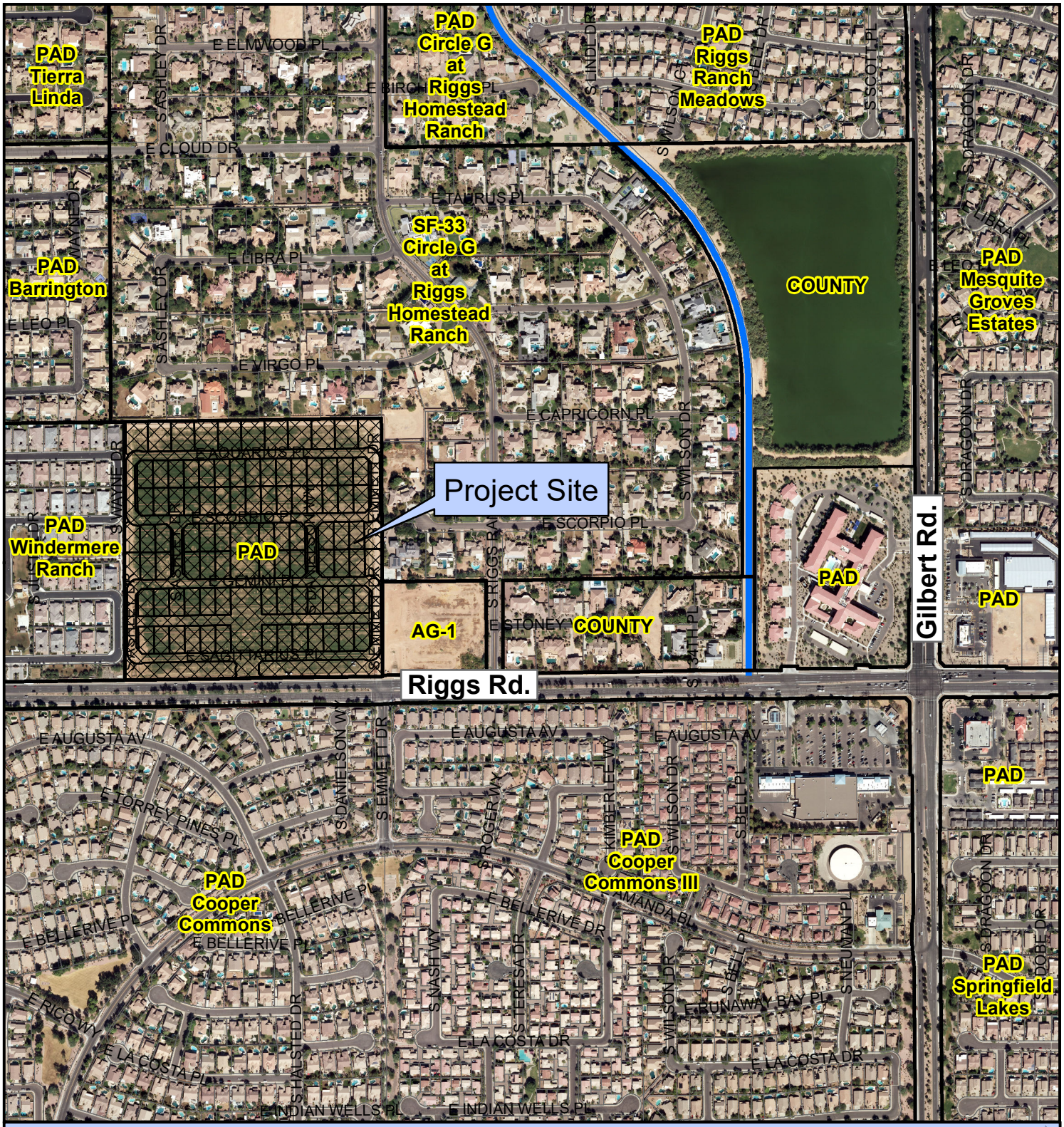
Proposed Project Details

Request Preliminary Development Plan (PDP) for single-family product for 93 lots



CHANDLER arizona

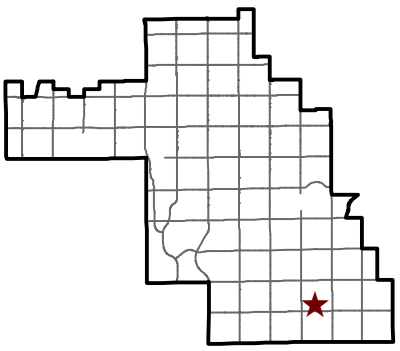
City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning



PLH23-0065 Magnolia

Proposed Project Details

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CHANDLER arizona

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For more information visit:
https://gis.chandleraz.gov/planning

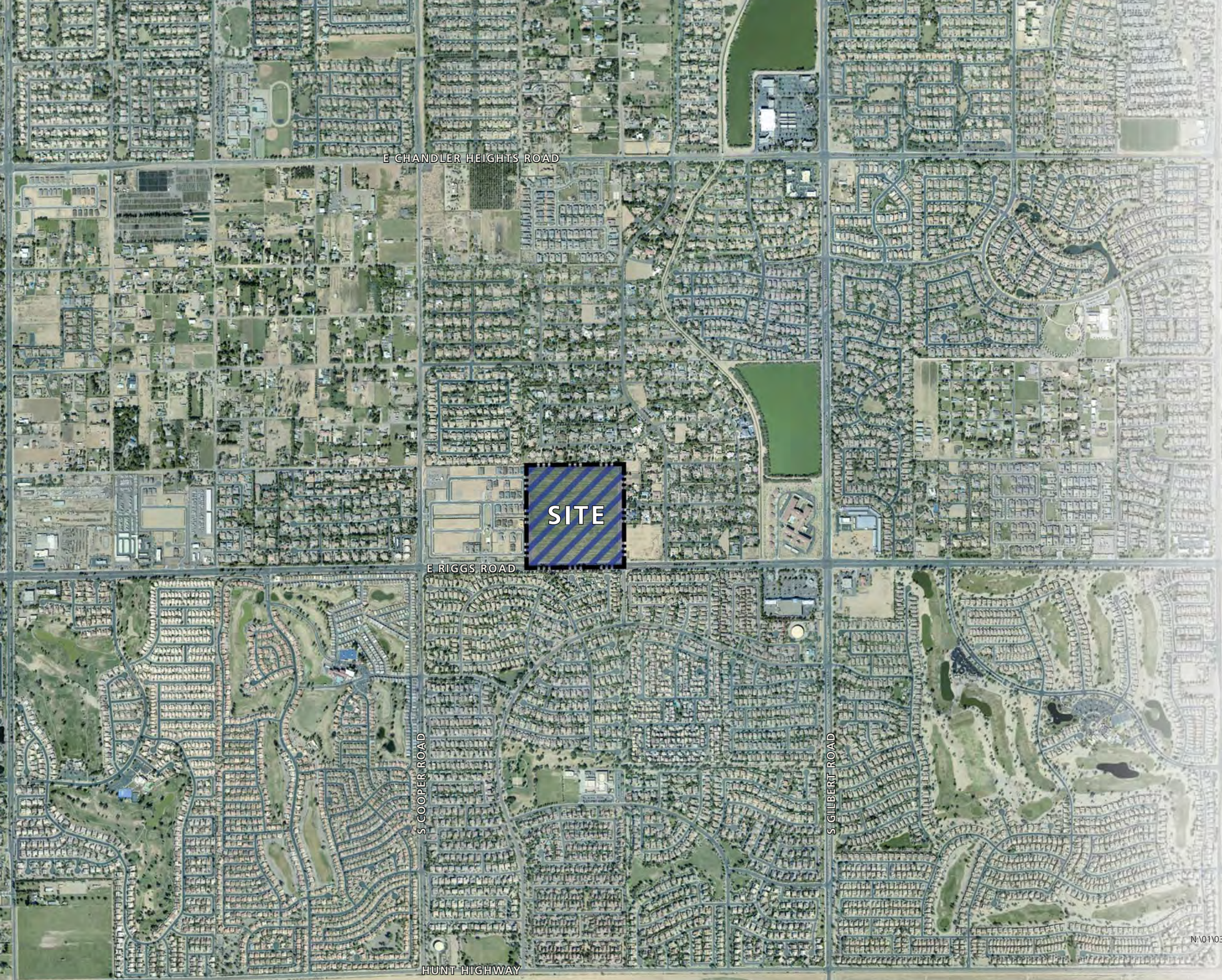
Magnolia
PDP Submittal
July 23, 2024

HOMES
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Magnolia

Vicinity Map

Exhibit A



N

0′ 600′ 1200′

2 December 2021

N:\01\0358301\Graphics\Exhibits\PAD A-Vicinity Map.indd

CVL CONSULTANTS

Magnolia

Rendered Site Plan

Exhibit D

Site Data		
Gross Area	1,662,013 sf	38.15 ac
Net Area	1,578,409 sf	36.24 ac
Open Space Area	6.03 ac	15.81%
Lot Mix		
Lot Size	**Yield**	**%**
114’ x 145’	11	12%
75’ x 134'	82	88%
Total	**93**	**100%**
Net Density	2.56 du/ac	

* Lot Restricted to Single Story

20’ Emergency Access

N

0’ 40’ 80’ 160’

10 February 2022

N:\01\0358301\Graphics\Exhibits\PAD D-Site Plan.indd

CVL CONSULTANTS

- Magnolia Single Family Design Review Narrative

Project Information:

Shea Homes, as authorized agent approved by the existing Property Owner, is submitting this Design Review Exhibit in accordance with the City of Chandler's Design Criteria. The subject property, known as "Magnolia," is located just east of S. Cooper Road, north of E. Riggs Road, in a portion of the Southwest Quarter of Section 25, Township 2 South, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Project Characteristics:

Final Plat: PLT22-0032 Approved 08/17/2023

Zoning: PAD

Lot sizes: typical sizes are 75' x 135' with lots 1 – 12, and 80 – 93 being 133.5' deep & lots 55 – 65 being minimum 114' x 145'.

Lot count: 93

Setbacks:

Rear: 20'

**Front:* 20' to face of garage door of front-facing garages

*note: side-loaded garages, front porches, and livable spaces may be 14'.

***Sides:* 5'/10'

**note: architectural elements/projections are allowed to encroach up to 12 inches into front and side yard setbacks. Lots 66 & 79 shall be 5' on west side of property and 21' on east side of property.

Maximum Lot Coverage: 60%

Housing Product:

There are four standard plans, with three elevation styles each being proposed for this community, which are all single level homes. Each elevation style will draw from Modern, Transitional, and Valley architectural forms, using more modern detail and application techniques to create a more interesting "transitional" style street scene than the typical production home environment. All homes will have oversized 2-car or 3-car garages with a variety of orientations (front-loaded/tandem 3-car that appears as 2-car, front-loaded 2-car mixed with side-entry single car, or 3-car front-facing w/ 2-foot jog at single bay). The remaining massing forms will take advantage of the shallower setbacks for side-entry garages, porches, and livable spaces by projecting up to the minimum 14' setback line on most plans. All homes are 60 feet in width and fit appropriately with 5' and 10' setbacks on each lot within the community. (Greater east side setbacks for lots 66 & 79 as noted above).

- Magnolia Single Family Design Review Narrative

General Plan Information:

Plan 6001: Single level, 3-car garage, 4 bedroom, 3-1/2 bath, home office, 3103/3157 livable sq. ft., 4183 sq. ft. under roof

Plan 6002: Single level, 3-car garage, 4 bedroom, 3-1/2 bath, home office (or retreat), 3314 livable sq. ft., 4406 sq. ft. under roof

Plan 6003: Single level, 3-car garage, 4 bedroom, 3-1/2 bath, private home office/retreat, lounge, 3659 livable sq. ft., 4672 sq. ft. under roof

Plan 6004: Single level, 3-car garage 4 bedroom, 4-1/2 bath, dedicated lounge, flex room, 4006 livable sq. ft., 4940 sq. ft. under roof

Architectural Elevation Characteristics:

Modern:

- predominantly parapet roof forms
- natural stone veneer accent masses on select plans – optional on others
- architectural plastered lintel over front facing garage door and some front windows
- 12" recessed garage door and 2" recessed front windows
- occasional horizontal accent siding

Transitional:

- mix of pitched, gable roofs and occasional parapet masses
- "zero" overhang detail for more modern aesthetic
- natural stone veneer accent masses on select plans – optional on others
- occasional horizontal accent siding
- architectural plastered lintel over some front windows
- flat "shake" style concrete color-thru roof tile
- 12" recessed garage door and 2" recessed front windows

Valley:

- pitched roofs consisting predominantly of gable roofs
- 12" overhang detail
- accent siding with vertical installation on select masses
- 2x8 thickened front fascia
- flat "slate" style concrete color-thru roof tile
- 12" recessed garage door and 2" recessed front windows

Rear covered outdoor rooms are provided for all plans. Each architectural style provides variation in roof lines, massing, and pitch. Concrete roof tiles, decorative gable recesses, varying window forms with trim or recessed details, exterior veneer applications, or other materials and/or details that are authentic to each stylistic aesthetic help provide diversity while creating a pleasing and cohesive street scene throughout the community.

Magnolia Design Theme

NARRATIVE: MODERN ELEVATION STYLE

The 'Modern' architectural elevation is identifiable by its refined massing strategy that responds to the Sonoran Desert. The design implements long, horizontal fascia, overhangs, and covered patios that protect the residence from direct sunlight. Visual depth is created by offsetting primary building masses to create shade, and shadow, across each elevation. The front entry is one of the most powerful moments within the design, as it implements a 10' entry door along with floor to ceiling windows. The primary roof form on the 'Modern' elevation utilizes a stucco parapet, while the secondary roof masses, and covered patios, create a 'layering' effect by cantilevering overhangs. The intent for our 'Modern' elevation is to achieve a desert contemporary aesthetic that quietly blends into the community.



ELEMENT: OVERALL MASSING & CANTILEVERED OVERHANGS

MODERN ARCHITECTURE CAN BE CHARACTERIZED BY AN ANALYTICAL, AND FUNCTIONAL, APPROACH TO BUILDING DESIGN. THEY ARE TYPICALLY DEFINED BY FLAT ROOFS, OPEN FLOOR PLANS, AND MINIMAL ORNAMENTATION. TWO WELL-KNOWN ARCHITECTS WHO IMPLEMENTED HISTORIC, MODERN ARCHITECTURE IN THE VALLEY ARE FRANK LLOYD WRIGHT, AND AL BEADLE. BOTH ARCHITECTS ACHIEVED AWARD WINNING DESIGN THROUGH THE USE OF SIMPLE, CLEAN ARCHITECTURAL FORMS, THAT HAVE MINIMAL ORNAMENTATION. THE EXPRESSION OF BEAUTY IN A MODERN DESIGN IS NOT HOW MUCH ORNAMENTATION ONE CAN ADD TO A BUILDING. RATHER, IT IS THE METHODICAL APPROACH TO THE DESIGN VIA THE ARCHITECTURAL CHARACTERISTICS LISTED ABOVE.

ELEMENT: HARDIE BOARD SIDING

JAMES HARDIE'S ARTISAN SIDING CREATES ADDED DIMENSIONALITY, AND SOPHISTICATION, TO ALL THREE ELEVATION STYLES. THE PANELING WOULD HAVE A HORIZONTAL ORIENTATION IN THE MODERN/TRANSITIONAL STYLES, AND A VERTICAL INSTALL ON THE VALLEY ELEVATION. THIS DISTINCTIVE DESIGN ELEMENT CAN BE PAINTED TO ACHIEVE A DIFFERENT LOOK BASED ON THE ELEVATION STYLE THAT IT CORRESPONDS WITH. IT OFFERS SUPERIOR PERFORMANCE IN ANY CLIMATE/REGION, AND WORKS VERY WELL TO REPEL HEAT HERE IN THE DESERT. THE PRODUCT IS LOW-MAINTENANCE, AND COMES WITH A 30 YEAR WARRANTY, WHICH SPEAKS TO THE QUALITY OF THE PROJECT.

Shea HOMES
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SCOTTSDALE, AZ 85258
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480.367.3701

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
MODERN VIGNETTE

NARRATIVE: MODERN ELEVATION STYLE

The 'Modern' architectural elevation is identifiable by its refined massing strategy that responds to the Sonoran Desert. The design implements long, horizontal fascia, overhangs, and covered patios that protect the residence from direct sunlight. Visual depth is created by offsetting primary building masses to create shade, and shadow, across each elevation. The front entry is one of the most powerful moments within the design, as it implements a 10' entry door along with floor to ceiling windows. The primary roof form on the 'Modern' elevation utilizes a stucco parapet, while the secondary roof masses, and covered patios, create a 'layering' effect by cantilevering overhangs. The intent for our 'Modern' elevation is to achieve a desert contemporary aesthetic that quietly blends into the community.



ELEMENT: CANTILEVERED PATIOS & COVERED OVERHANGS

THE BEAUTY OF MODERN ARCHITECTURE ARISES NOT FROM FENESTRATION, RATHER, IT COMES FROM THOUGHTFUL DESIGN RESPONSE. FOR INSTANCE, IN THE DESERT WE HAVE HARSH SUN ANGLES/CONDITIONS. LONG, COVERED OVERHANGS PASSIVELY SHADE OUR HOMES, AND ULTIMATELY LOWER ENERGY CONSUMPTION OF EACH DWELLING.

ELEMENT: MATERIALITY

ALL OF OUR MODERN ELEVATION STYLES HAVE MULTIPLE MATERIAL PALLETS THAT ALLOW FOR A DIVERSE STREET SCENE WITHIN THE COMMUNITY. THE USE OF REAL STONE, STUCCO, AND HARDIE BOARD SIDING ALLOWS FOR A TIMELESS DESIGN THAT WILL DIFFERENTIATE OUR COMMUNITY FROM OTHERS. THE NATURAL STONE TYPES ARE SOURCED FROM A LOCAL SUPPLIER, SOLSTICE STONE, AND ARE A TOP-OF-THE-LINE SERIES OF STONE THAT ARE USED ON HIGH END CUSTOM RESIDENTIAL JOBS THROUGHOUT THE VALLEY.

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SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DW

SHEET #
MODERN VIGNETTE 2

NARRATIVE: TRANSITIONAL

The 'Transitional' architectural elevation combines design strategies from both the 'Modern' and 'Valley' styles. Gable end roof masses have been introduced to achieve a massing strategy that nodes to the Western Farmhouse aesthetic. While clean, contemporary detailing is found in awning details, flat covered patios, and cantilevered overhangs. The 'Transitional' elevation is a fusion of contemporary and traditional design elements. This home style becomes the catalyst that blends the three architectural styles together, throughout the community.

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ELEMENT: MASSING CONCEPT

THE TRANSITIONAL ELEVATION STYLE IS DEFINED BY THE COMBINATION OF BOTH FLAT, AND GABLE END ROOF FORMS. THIS ELEVATION TIES TOGETHER THE MODERN AND TRADITIONAL ELEMENTS FOUND ON THE OTHER TWO STYLES. THIS 'MIDDLE-GROUND' AESTHETIC IS CRITICAL WHEN DESIGNING A COHESIVE COMMUNITY THAT BLENDS THREE DISTINCT ARCHITECTURAL STYLES.

ELEMENT: MATERIALITY & SHADE AWNINGS

THE TRANSITIONAL ELEVATION STYLE HAS MULTIPLE MATERIAL PALLETS THAT ALLOW FOR A DIVERSE STREET SCENE WITHIN THE COMMUNITY. THE USE OF SHADE AWNINGS ALSO ADDS DEPTH, AND SHADOW, ACROSS EACH ELEVATION. THIS ELEVATION STYLE HAS BECOME A HALLMARK FOR COMMUNITIES LIKE THE AZURE RESIDENCES AT THE RITZ IN PARADISE VALLEY (DESIGNED AND BUILT BY SHEA HOMES.)

SHEA HOMES
MAGNOLIA RESIDENCES

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DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
TRANSITIONAL VIGNETTE

NARRATIVE: VALLEY

The 'Valley' architectural elevation closely relates to the Western Farmhouse aesthetic. This style stems from agrarian influences that directly respond to the warm western sun, and agrarian landscape. The vertical wood siding and trim materials represent the fine carpentry detailing found in the farmhouse aesthetic. Furthermore, the roofing strategy defines itself from the other two elevation styles with its rafter tail detailing. This creates a distinctive shadow around the perimeter of the home, and nodes to the timeless craftsmanship of a western farmhouse. Lastly, the 'Valley' elevation implements a high, vaulted roof mass in the center of the home, which creates hierarchy, and a strong street presence.



ELEMENT: MASSING CONCEPT

THE VALLEY ELEVATION STYLE REFERENCES WESTERN FARMHOUSE ARCHITECTURE. THIS DESIGN AESTHETIC TENDS TO BE THE MOST SYNONYMOUS WITH THE CHANDLER AREA, AS THIS REGION OF THE VALLEY IS WELL-KNOWN FOR ITS AGRICULTURAL ROOTS. THE TRADITIONAL ARCHITECTURAL ELEMENTS FOUND IN THIS AESTHETIC JUXTAPOSE THE MODERN ELEVATION WITH ITS DETAILING, CREATING A DIVERSE STREET SCENE WITHIN THE COMMUNITY.

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SHEA HOMES
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NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TI
CHECKED BY	DM

SHEET #
VALLEY VIGNETTE

Magnolia Street Scene

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STREET VIEW 2

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	MAY 3, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING PERSPECTIVE

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STREET VIEW 5

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	MAY 3, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING PERSPECTIVE

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STREET VIEW 9

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	MAY 3, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING PERSPECTIVE

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STREET VIEW 11

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	MAY 3, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING PERSPECTIVE

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STREET VIEW 13

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	MAY 3, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING PERSPECTIVE

Magnolia Floor Plans & Elevations



STUCCO
SW7004 - SNOWBOUND

STUCCO
SW6991 - BLACK MAGIC

OPT. STONE VENEER
SOLSTICE STONE
CHARCOAL MIST

DECORATIVE SIDING
JAMES HARDIE ARTISAN ASPHYRE
SW6991 - BLACK MAGIC

6001 - VALLEY

The 'Valley' architectural elevation closely relates to the Western Farmhouse aesthetic. This style stems from agrarian influences that directly respond to the warm western sun, and agrarian landscape. The vertical wood siding and trim materials represent the fine carpentry detailing found in the farmhouse aesthetic. Furthermore, the roofing strategy defines itself from the other two elevation styles with its rafter tail detailing. This creates a distinctive shadow around the perimeter of the home, and nodes to the timeless craftsmanship of a western farmhouse. Lastly, the 'Valley' elevation implements a high, vaulted roof mass in the center of the home, which creates hierarchy, and a strong street presence.



STUCCO
SW7570 - EGRET WHITE

STUCCO
SW7505 - MANOR HOUSE

OPT. STONE VENEER
SOLSTICE STONE
PAMPLONA NOVO

DECORATIVE SIDING
JAMES HARDIE ARTISAN ASPHYRE
SW7505 MANOR HOUSE

6001 - MODERN

The 'Modern' architectural elevation is identifiable by its refined massing strategy that responds to the Sonoran Desert. The design implements long, horizontal fascia, overhangs, and covered patios that protect the residence from direct sunlight. Visual depth is created by offsetting primary building masses to create shade, and shadow, across each elevation. The front entry is one of the most powerful moments within the design, as it implements a 10' entry door along with floor to ceiling windows. The primary roof form on the 'Modern' elevation utilizes a stucco parapet, while the secondary roof masses, and covered patios, create a 'layering' effect by cantilevering overhangs. The intent for our 'Modern' elevation is to achieve a desert contemporary aesthetic that quietly blends into the community.

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SCHEME 1

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
- SW7023 REQUISITE GRAY

ACCENT
- SW6991 BLACK MAGIC

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE'
- VERTICAL INSTALL
- SW6991 BLACK MAGIC

FLAT CONCRETE ROOF TILE:
SAXONY 900 SLATE - STONE MTN. DARK

SCHEME 2

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
- SW7648 BIG CHILL

ACCENT
- SW6991 BLACK MAGIC

ACCENT #2
- SW7023 REQUISITE GRAY

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE'
- VERTICAL INSTALL
- SW6991 BLACK MAGIC

FLAT CONCRETE ROOF TILE:
SAXONY 900 SLATE - STONE MTN. DARK

SCHEME 3

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
- SW7004 SNOWBOUND

ACCENT
- SW6991 BLACK MAGIC

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE' VERTICAL INSTALL
- SW6991 BLACK MAGIC

FLAT CONCRETE ROOF TILE:
SAXONY 900 SLATE - STONE MTN. DARK

VALLEY

SCHEME 1

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
- SW7570 EGRET WHITE

ACCENT
- SW7505 MANOR HOUSE

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE'
- HORIZONTAL INSTALL
- SW7505 MANOR HOUSE

FLAT CONCRETE ROOF TILE:
SAXONY 900 SHAKE - CHARCOAL BLEND

SCHEME 2

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
- SW7036 ACCESSIBLE BEIGE

ACCENT
- SW7505 MANOR HOUSE

ACCENT #2
- SW7038 TONY TAUPE

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE'
- HORIZONTAL INSTALL
- SW7505 MANOR HOUSE

FLAT CONCRETE ROOF TILE:
SAXONY 900 SHAKE - CHARCOAL BLEND

SCHEME 3

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
-SW7038 TONY TAUPE

ACCENT
- SW7505 MANOR HOUSE

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE' HORIZ. INSTALL
- SW7505 MANOR HOUSE

FLAT CONCRETE ROOF TILE:
SAXONY 900 SHAKE - CHARCOAL BLEND

TRANSITIONAL

SCHEME 1

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
- SW7023 REQUISITE GRAY

ACCENT
- SW6991 BLACK MAGIC

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE'
- HORIZONTAL INSTALL
- SW6991 BLACK MAGIC

SCHEME 2

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
- SW7570 EGRET WHITE

ACCENT
- SW7505 MANOR HOUSE

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE'
- HORIZONTAL INSTALL
- SW7505 MANOR HOUSE

SCHEME 3

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
- SW7038 TONY TAUPE

ACCENT
- SW7505 MANOR HOUSE

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE'
- HORIZONTAL INSTALL
- SW7505 MANOR HOUSE

MODERN



STUCCO
SW7038 - TONY TAUPE

STUCCO
SW7505 - MANOR HOUSE

OPT. STONE VENEER
SOLSTICE STONE
BEAUMONT OLD WORLD

DECORATIVE SIDING
JAMES HARDIE ARTISAN ASPHYRE
SW7505 MANOR HOUSE

6001 - TRANSITIONAL

The 'Transitional' architectural elevation combines design strategies from both the 'Modern' and 'Valley' styles. Gable end roof masses have been introduced to achieve a massing strategy that nodes to the Western Farmhouse aesthetic. While clean, contemporary detailing is found in awning details, flat covered patios, and cantilevered overhangs. The 'Transitional' elevation is a fusion of contemporary and traditional design elements. This home style becomes the catalyst that blends the three architectural styles together, throughout the community.

SHEA HOMES
MAGNOLIA RESIDENCES

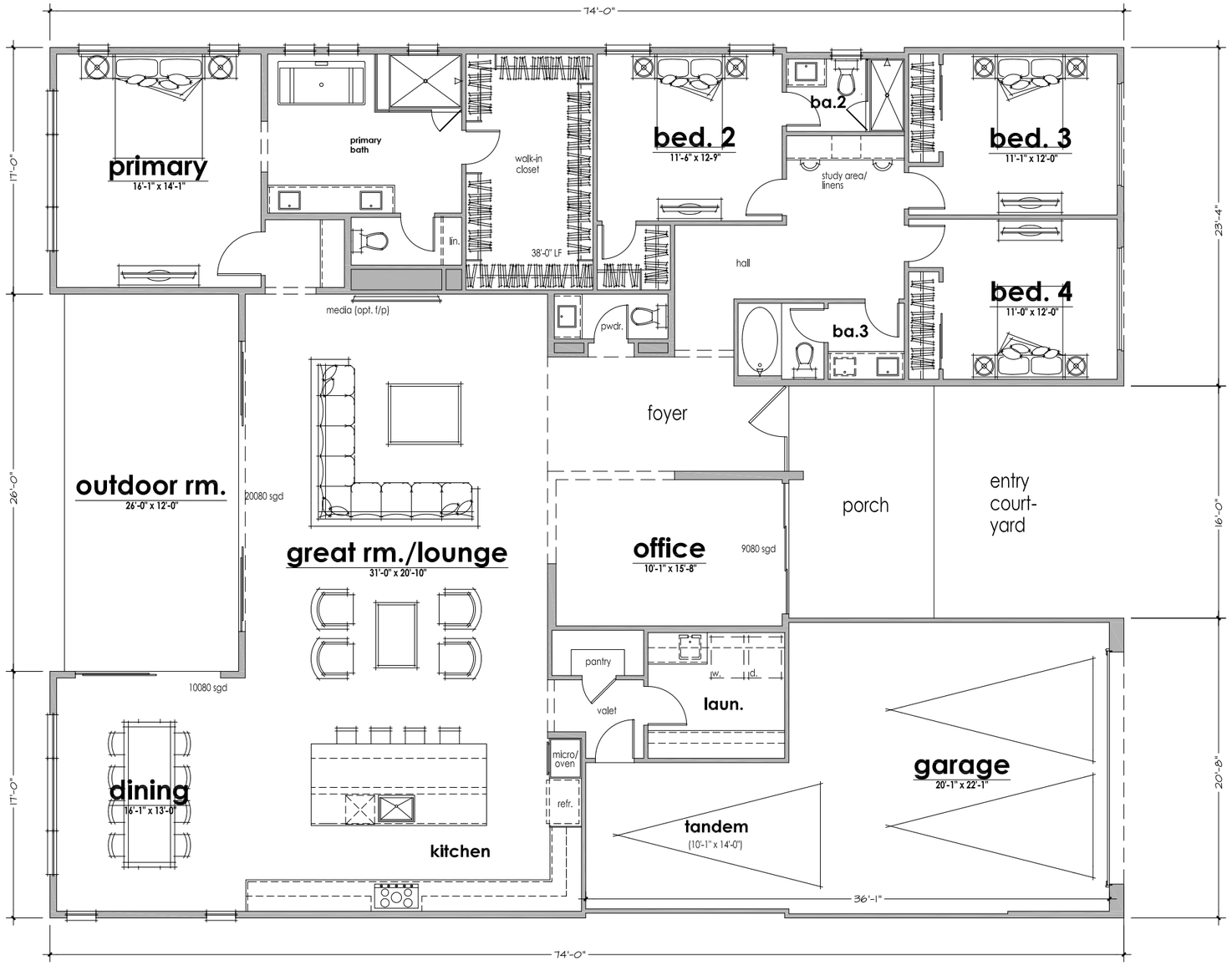
NOT FOR CONSTRUCTION

DATE	MAY 6, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
MATERIAL DIAGRAM

RIGHT SIDE

REAR



FRONT

magnolia - plan 6001 - reflects Transitional Elevation

LEFT SIDE

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SHEAHOMES.COM
480.367.3701



6001 - TRANSITIONAL

FRONT PERSPECTIVE

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
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SHEET #
BUILDING PERSPECTIVE

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6001 - TRANSITIONAL

FRONT PERSPECTIVE

SHEA HOMES
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SCALE	N.T.S.
ARCHITECT	SHEA HOMES
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DRAWN BY	TF
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SHEET #

BUILDING PERSPECTIVE



STUCCO
SW7038 - TONY TAUPE

STUCCO
SW7505 - MANOR HOUSE

DECORATIVE SIDING
JAMES HARDIE ARTISAN SIDING

MATERIALITY & DETAILING
CUSTOM RESIDENCE



DESIGN & MASSING
AZURE @ THE RITZ P.V.



DECORATIVE SIDING
CUSTOM RESIDENCE



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SHEET #
6001 - TRANSITIONAL ELEVATION
MATERIALITY & DESIGN AESTHETIC

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1 FRONT ELEVATION
SCALE: 1/4" = 1' - 0"



2 SIDE ELEVATION - 1
SCALE: 1/4" = 1' - 0"

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	AS NOTED
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
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BUILDING ELEVATIONS

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1 FRONT ELEVATION
SCALE: 1/4" = 1' - 0"



2 SIDE ELEVATION - 1
SCALE: 1/4" = 1' - 0"

SHEA HOMES
MAGNOLIA RESIDENCES

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3 REAR ELEVATION
SCALE: 1/4" = 1' - 0"



4 SIDE ELEVATION - 2
SCALE: 1/4" = 1' - 0"

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS

8800 N GAINEY CENTER DR, STE 350
SCOTTSDALE, AZ 85258
SHEAHOMES.COM
480.367.3701



3 REAR ELEVATION
SCALE: 1/4" = 1' - 0"



4 SIDE ELEVATION - 2
SCALE: 1/4" = 1' - 0"

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

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ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS



3 AXON 3
SCALE: N.T.S.



1 AXON 1
SCALE: N.T.S.



4 AXON 4
SCALE: N.T.S.



2 AXON 2
SCALE: N.T.S.

Shea HOMES
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SCOTTSDALE, AZ 85258
SHEAHOMES.COM
480.367.3701

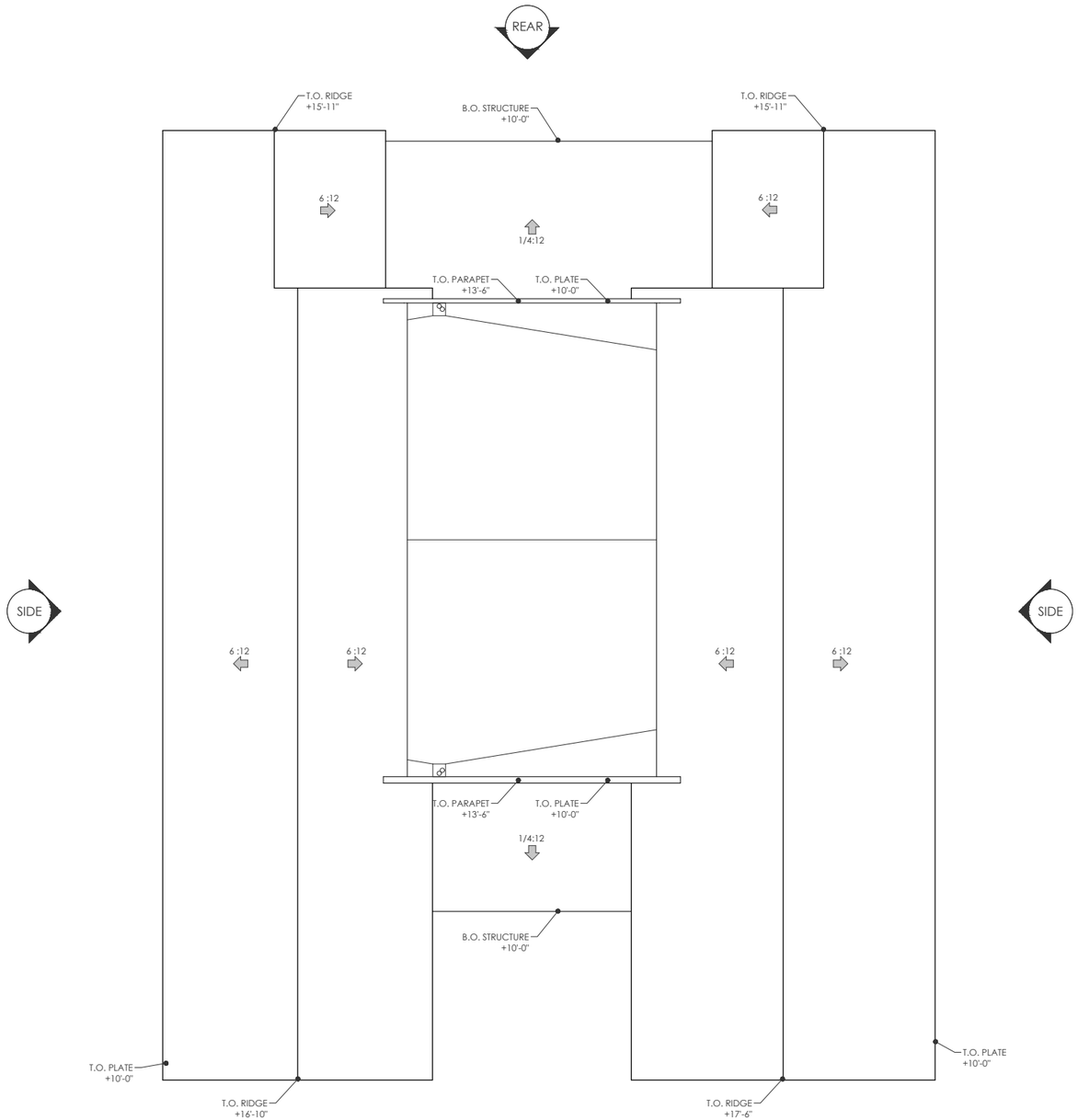
SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING AXONOMETRICS

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SCOTTSDALE, AZ 85258
SHEAHOMES.COM
480.367.3701



1 ROOF PLAN
SCALE: 1/4" - 1'- 0"

SHEA HOMES
MAGNOLIA RESIDENCES

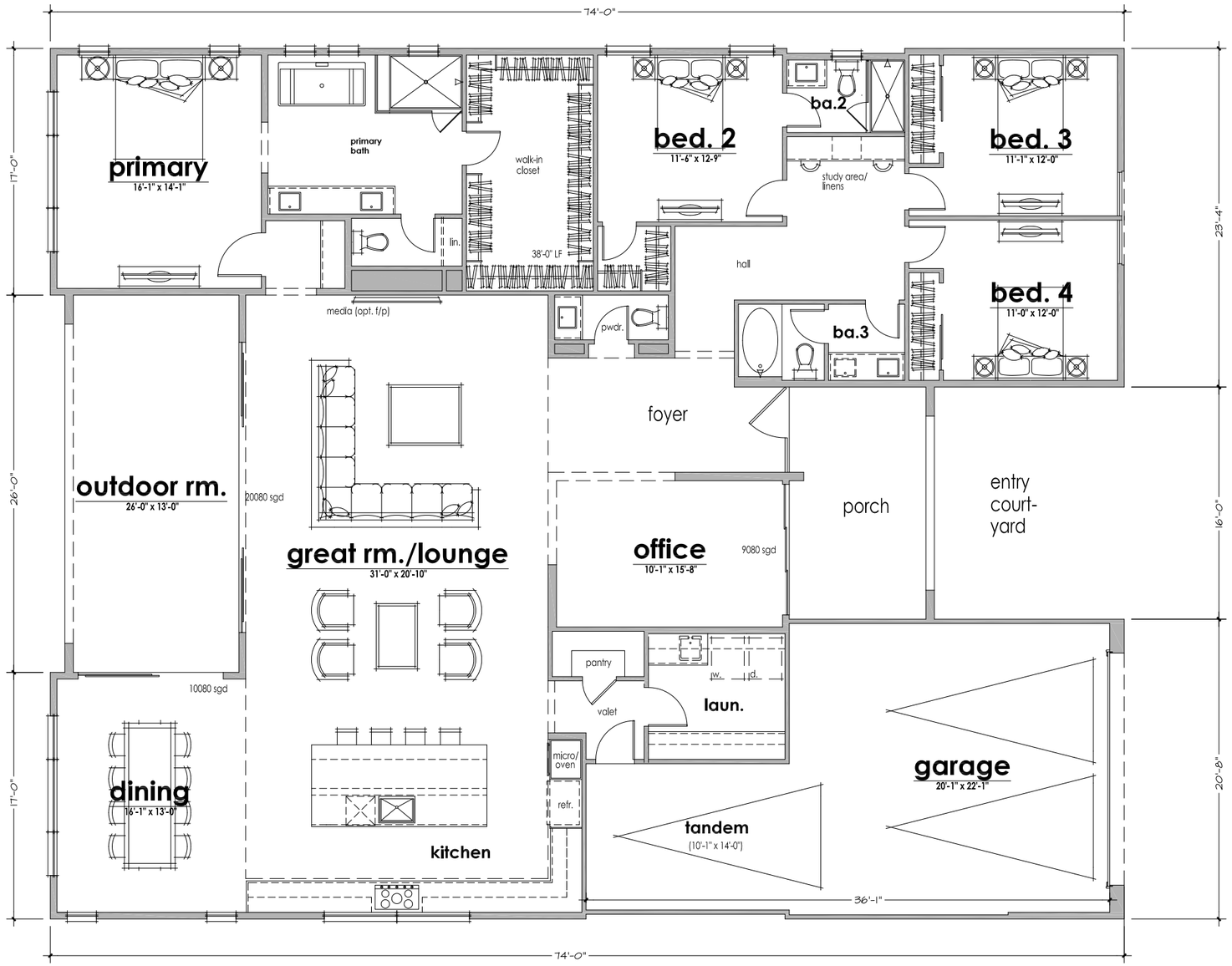
NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
ROOF PLAN

RIGHT SIDE

REAR



FRONT

magnolia - plan 6001 - reflects Valley Elevation

LEFT SIDE

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6001 - VALLEY

FRONT PERSPECTIVE

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #

BUILDING PERSPECTIVE

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SCOTTSDALE, AZ 85258
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6001 - VALLEY

FRONT PERSPECTIVE

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	MAY 3, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING PERSPECTIVE



STUCCO
SW7004 - SNOWBOARD

STUCCO
SW6991 - BLACK MAGIC

DECORATIVE SIDING
JAMES HARDIE ARTISAN SIDING

MATERIALITY & DETAILING
CUSTOM RESIDENCE

DESIGN & MASSING
CUSTOM RESIDENCE

DECORATIVE SIDING
CUSTOM RESIDENCE







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SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
6001 - VALLEY ELEVATION
MATERIALITY & DESIGN AESTHETIC

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SCOTTSDALE, AZ 85258
SHEAHOMES.COM
480.367.3701



1 FRONT ELEVATION
SCALE: 1/4" = 1' - 0"



2 SIDE ELEVATION - 1
SCALE: 1/4" = 1' - 0"

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	AS NOTED
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS

8800 N GAINEY CENTER DR. STE 350
SCOTTSDALE, AZ 85258
SHEAHOMES.COM
480.367.3701



1 FRONT ELEVATION
SCALE: 1/4" = 1' - 0"



2 SIDE ELEVATION - 1
SCALE: 1/4" = 1' - 0"

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	AS NOTED
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS

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3 REAR ELEVATION
SCALE: 1/4" = 1' - 0"



4 SIDE ELEVATION - 2
SCALE: 1/4" = 1' - 0"

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS

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SCOTTSDALE, AZ 85258
SHEAHOMES.COM
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3 REAR ELEVATION
SCALE: 1/4" = 1' - 0"



4 SIDE ELEVATION - 2
SCALE: 1/4" = 1' - 0"

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS



3 AXON 3
SCALE: N.T.S.



1 AXON 1
SCALE: N.T.S.



4 AXON 4
SCALE: N.T.S.



2 AXON 2
SCALE: N.T.S.

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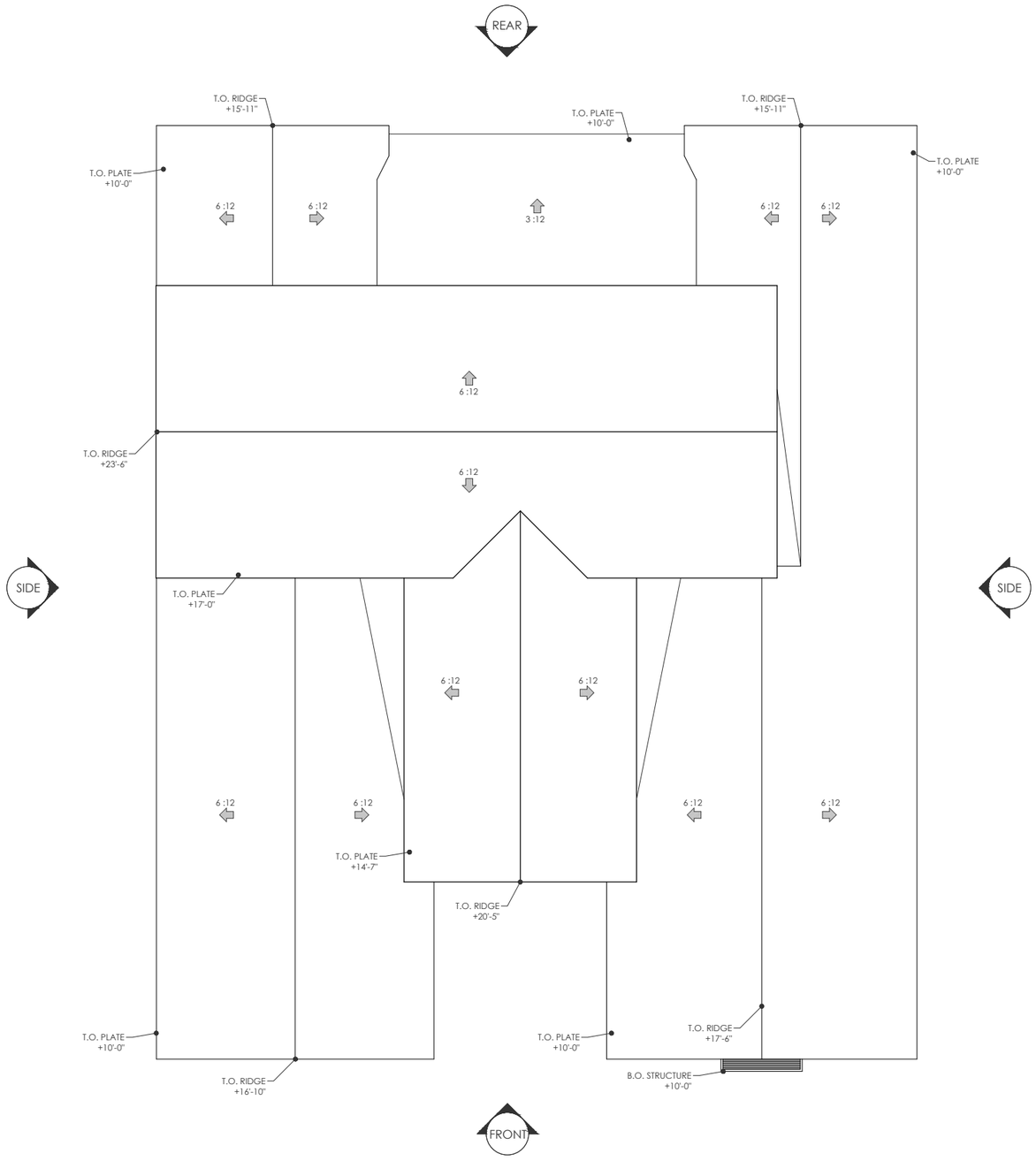
SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING AXONOMETRICS

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SCOTTSDALE, AZ 85258
SHEAHOMES.COM
480.367.3701



1 ROOF PLAN
SCALE: 1/4" - 1'- 0"

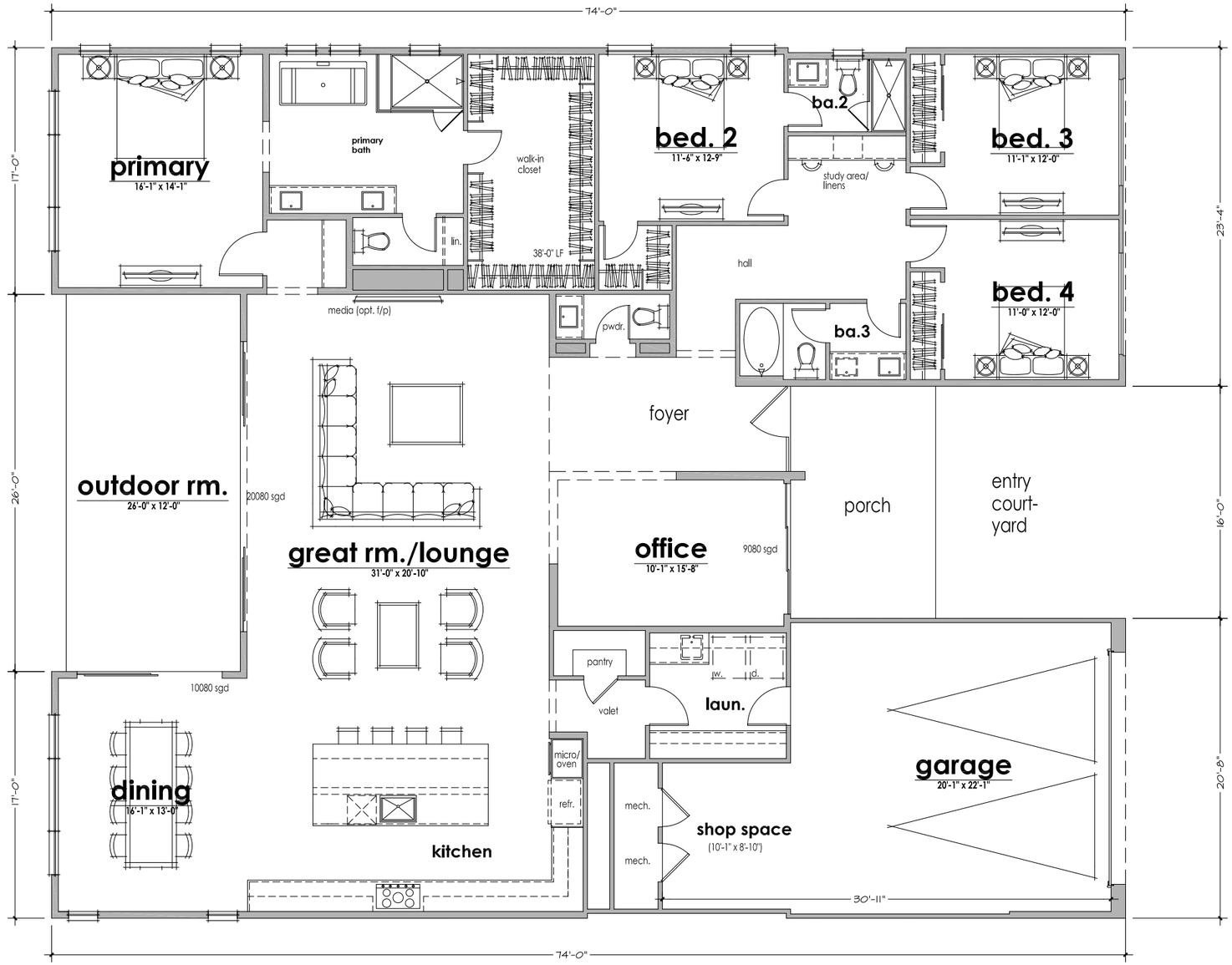
SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
ROOF PLAN

RIGHT SIDE



REAR

FRONT

magnolia - plan 6001 - reflects Modern Elevation

LEFT SIDE

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6001 - MODERN

FRONT PERSPECTIVE

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING PERSPECTIVE

8800 N GAINEY CENTER DR. STE 350
SCOTTSDALE, AZ 85258
SHEAHOMES.COM
480.367.3701



6001 - MODERN

FRONT PERSPECTIVE

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	MAY 6, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING PERSPECTIVE



STUCCO
SW7570 - EGRET WHITE

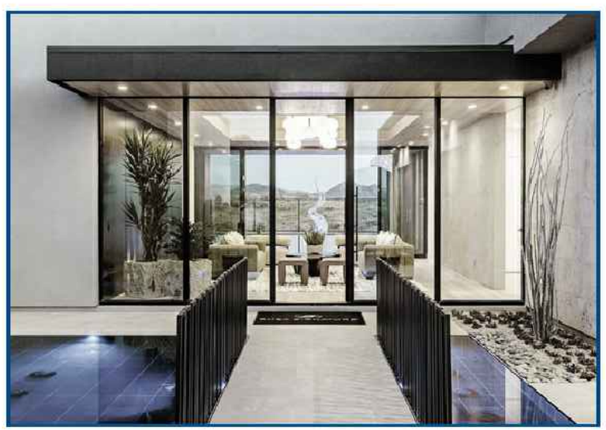
STUCCO
SW7505 - MANOR HOUSE

DECORATIVE SIDING
JAMES HARDIE ARTISAN SIDING

DESIGN & MASSING
SIGNATURE AT STORYROCK



COVERED ENTRY
SIGNATURE AT STORYROCK



DECORATIVE SIDING
AZURE @ THE RITZ P.V.



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SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
6001 - MODERN ELEVATION
MATERIALITY & DESIGN AESTHETIC

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SCOTTSDALE, AZ 85258
SHEAHOMES.COM
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1 FRONT ELEVATION
SCALE: NTS



2 SIDE ELEVATION - 1
SCALE: NTS

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

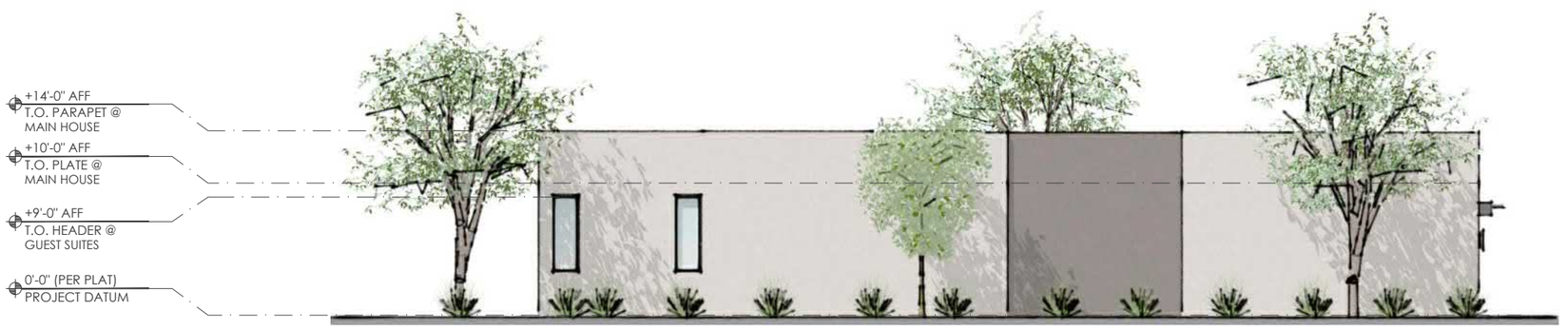
DATE	JULY 15, 2024
SCALE	AS NOTED
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS

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SCOTTSDALE, AZ 85258
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1 FRONT ELEVATION
SCALE: 1/4" = 1' - 0"



2 SIDE ELEVATION - 1
SCALE: 1/4" = 1' - 0"

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
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ARCHITECT	SHEA HOMES
PROJECT #	N/A
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SHEET #
BUILDING ELEVATIONS

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SCOTTSDALE, AZ 85258
SHEAHOMES.COM
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3 REAR ELEVATION
SCALE: NTS



4 SIDE ELEVATION - 2
SCALE: NTS

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
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SHEET #
BUILDING ELEVATIONS

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480.367.3701



3 REAR ELEVATION
SCALE: 1/4" = 1' - 0"



4 SIDE ELEVATION - 2
SCALE: 1/4" = 1' - 0"

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
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SHEET #
BUILDING ELEVATIONS

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SCOTTSDALE, AZ 85258
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3 AXON 3
SCALE: N.T.S.



1 AXON 1
SCALE: N.T.S.



4 AXON 4
SCALE: N.T.S.



2 AXON 2
SCALE: N.T.S.

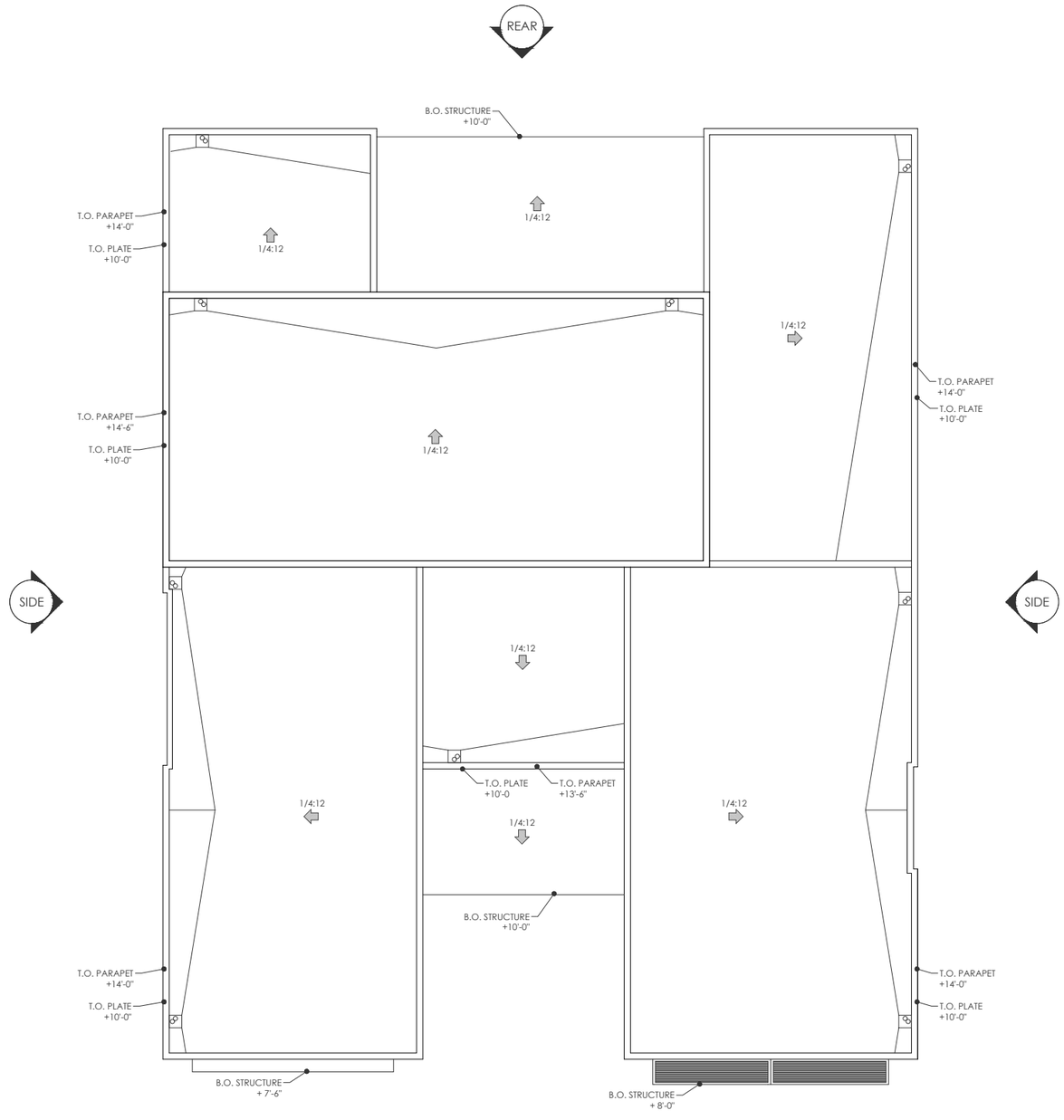
SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
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SHEET #
BUILDING AXONOMETRICS

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SCOTTSDALE, AZ 85258
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1 ROOF PLAN
SCALE: 1/4" - 1'- 0"

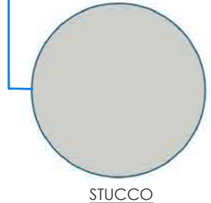
SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

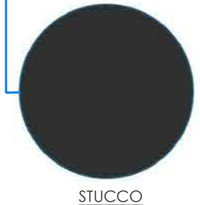
DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
ROOF PLAN





STUCCO
SW 7648 - BIG CHILL



STUCCO
SW6991 - BLACK MAGIC



OPT. STONE VENEER
SOLSTICE STONE
BEAUMONT OLD WORLD

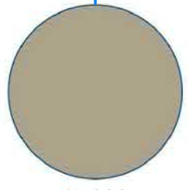


DECORATIVE SIDING
JAMES HARDIE ARTISAN ASPHYRE
VERTICAL INSTALL - SW6991 BLACK MAGIC

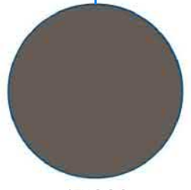
6002 - VALLEY

The 'Valley' architectural elevation closely relates to the Western Farmhouse aesthetic. This style stems from agrarian influences that directly respond to the warm western sun, and agrarian landscape. The vertical wood siding and trim materials represent the fine carpentry detailing found in the farmhouse aesthetic. Furthermore, the roofing strategy defines itself from the other two elevation styles with its rafter tail detailing. This creates a distinctive shadow around the perimeter of the home, and nodes to the timeless craftsmanship of a western farmhouse. Lastly, the 'Valley' elevation implements a high, vaulted roof mass in the center of the home, which creates hierarchy, and a strong street presence.

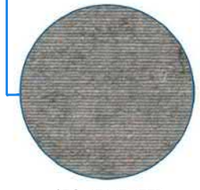




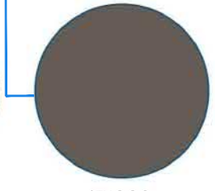
STUCCO
SW7038 - TONY TAUPE



STUCCO
SW7505 - MANOR HOUSE



STONE VENEER
SOLSTICE STONE
PAMPLONA NOVO - FINE COMBED



STUCCO
SW 7505 - MANOR HOUSE

6002 - MODERN

The 'Modern' architectural elevation is identifiable by its refined massing strategy that responds to the Sonoran Desert. The design implements long, horizontal fascia, overhangs, and covered patios that protect the residence from direct sunlight. Visual depth is created by offsetting primary building masses to create shade, and shadow, across each elevation. The front entry is one of the most powerful moments within the design, as it implements a 10' entry door along with floor to ceiling windows. The primary roof form on the 'Modern' elevation utilizes a stucco parapet, while the secondary roof masses, and covered patios, create a 'layering' effect by cantilevering overhangs. The intent for our 'Modern' elevation is to achieve a desert contemporary aesthetic that quietly blends into the community.

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SHEAHOMES.COM
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SCHEME 1

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
- SW7023 REQUISITE GRAY

ACCENT
- SW6991 BLACK MAGIC

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE'
- VERTICAL INSTALL
- SW6991 BLACK MAGIC

FLAT CONCRETE ROOF TILE:
SAXONY 900 SLATE - STONE MTN. DARK

SCHEME 2

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
- SW7648 BIG CHILL

ACCENT
- SW6991 BLACK MAGIC

ACCENT #2
- SW7023 REQUISITE GRAY

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE'
- VERTICAL INSTALL
- SW6991 BLACK MAGIC

FLAT CONCRETE ROOF TILE:
SAXONY 900 SLATE - STONE MTN. DARK

SCHEME 3

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
- SW7004 SNOWBOUND

ACCENT
- SW6991 BLACK MAGIC

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE' VERTICAL INSTALL
- SW6991 BLACK MAGIC

FLAT CONCRETE ROOF TILE:
SAXONY 900 SLATE - STONE MTN. DARK

VALLEY

SCHEME 1

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
- SW7570 EGRET WHITE

ACCENT
- SW7505 MANOR HOUSE

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE'
- HORIZONTAL INSTALL
- SW7505 MANOR HOUSE

FLAT CONCRETE ROOF TILE:
SAXONY 900 SHAKE - CHARCOAL BLEND

SCHEME 2

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
- SW7036 ACCESSIBLE BEIGE

ACCENT
- SW7505 MANOR HOUSE

ACCENT #2
- SW7038 TONY TAUPE

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE'
- HORIZONTAL INSTALL
- SW7505 MANOR HOUSE

FLAT CONCRETE ROOF TILE:
SAXONY 900 SHAKE - CHARCOAL BLEND

SCHEME 3

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
-SW7038 TONY TAUPE

ACCENT
- SW7505 MANOR HOUSE

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE' HORIZ. INSTALL
- SW7505 MANOR HOUSE

FLAT CONCRETE ROOF TILE:
SAXONY 900 SHAKE - CHARCOAL BLEND

TRANSITIONAL

SCHEME 1

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
- SW7023 REQUISITE GRAY

ACCENT
- SW6991 BLACK MAGIC

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE'
- HORIZONTAL INSTALL
- SW6991 BLACK MAGIC

SCHEME 2

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
- SW7570 EGRET WHITE

ACCENT
- SW7505 MANOR HOUSE

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE'
- HORIZONTAL INSTALL
- SW7505 MANOR HOUSE

SCHEME 3

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

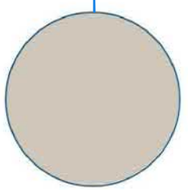
STUCCO:
BODY
- SW7038 TONY TAUPE

ACCENT
- SW7505 MANOR HOUSE

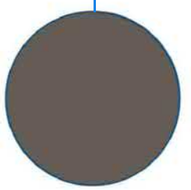
EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE'
- HORIZONTAL INSTALL
- SW7505 MANOR HOUSE

MODERN

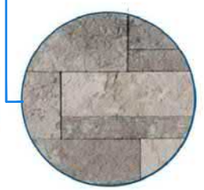




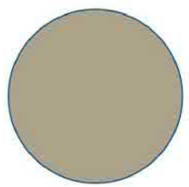
STUCCO
SW 7036 - ACCESSIBLE BEIGE



STUCCO
SW7505 - MANOR HOUSE



STONE VENEER
SOLSTICE STONE
BEAUMONT OLD WORLD



STUCCO
JAMES HARDIE ARTISAN ASPHYRE
SW7505 MANOR HOUSE

6002 - TRANSITIONAL

The 'Transitional' architectural elevation combines design strategies from both the 'Modern' and 'Valley' styles. Gable end roof masses have been introduced to achieve a massing strategy that nodes to the Western Farmhouse aesthetic. While clean, contemporary detailing is found in awning details, flat covered patios, and cantilevered overhangs. The 'Transitional' elevation is a fusion of contemporary and traditional design elements. This home style becomes the catalyst that blends the three architectural styles together, throughout the community.

SHEA HOMES
MAGNOLIA RESIDENCES

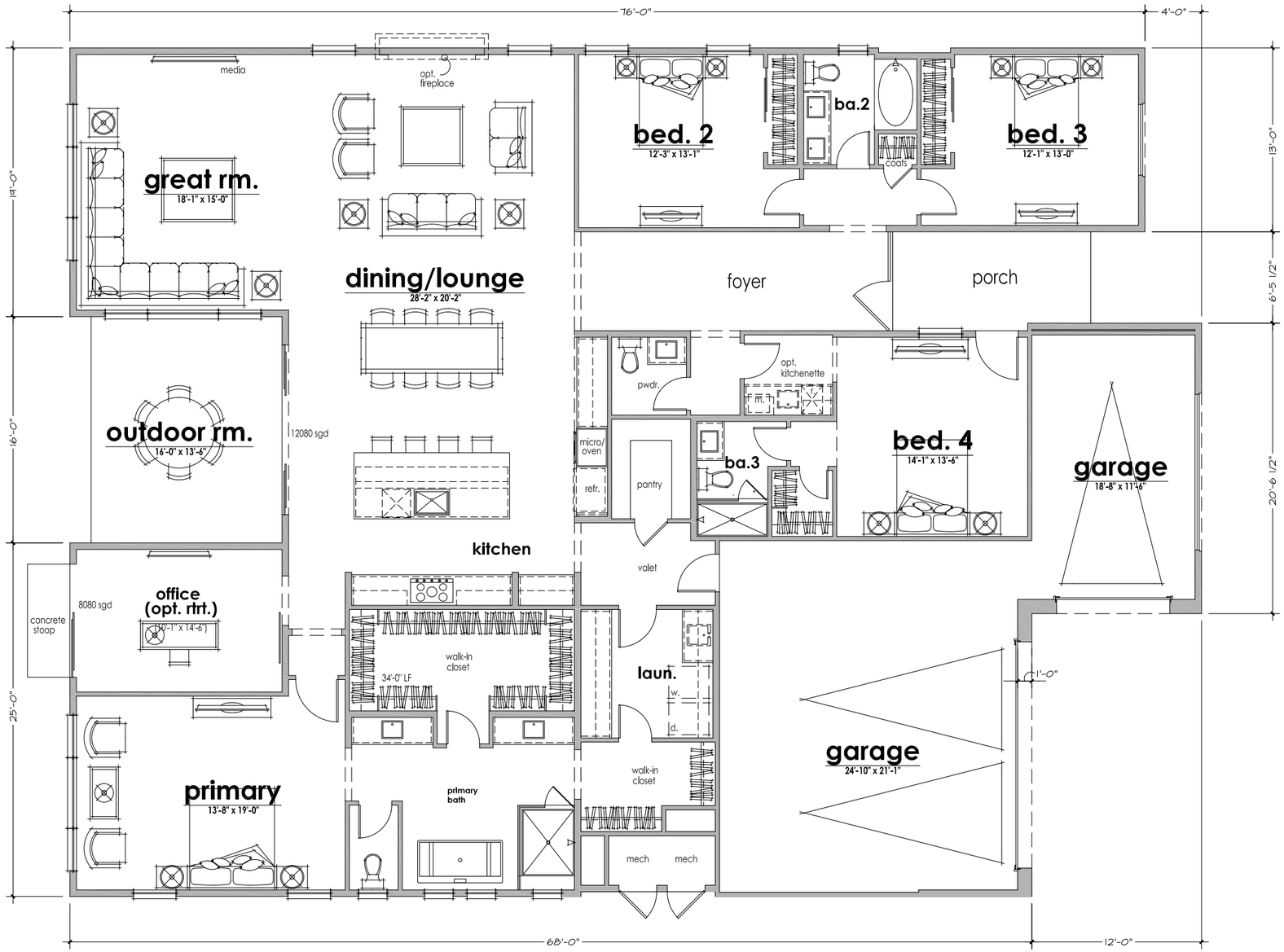
NOT FOR CONSTRUCTION

DATE	MAY 6, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
MATERIAL DIAGRAM

RIGHT SIDE

REAR



FRONT

magnolia - plan 6002 - reflects Transitional Elevation

LEFT SIDE

8800 N GAINEY CENTER DR, STE 350
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SHEAHOMES.COM
480.367.3701



6002 - TRANSITIONAL

FRONT PERSPECTIVE

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

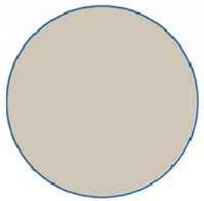
DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #

BUILDING PERSPECTIVE



STUCCO
SW 7036 - ACCESSIBLE BEIGE



MATERIALITY & DETAILING
CUSTOM RESIDENCE



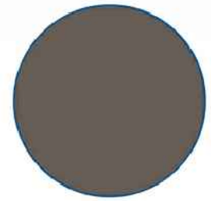
STONE VENEER
SOLSTICE STONE
BEAUMONT OLD WORLD



MATERIALITY & DETAILING
SIGNATURE AT STORYROCK



STUCCO
SW 7505 - MANOR HOUSE



DESIGN & MASSING
SIGNATURE AT STORYROCK



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SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

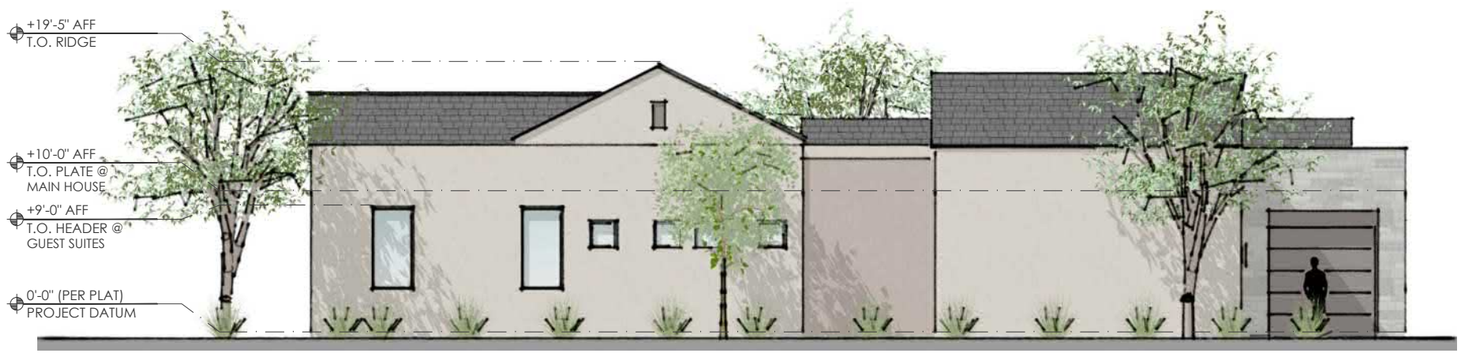
DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
6002 - TRANSITIONAL ELEVATION
MATERIALITY & DESIGN AESTHETIC

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SCOTTSDALE, AZ 85258
SHEAHOMES.COM
480.367.3701



1 FRONT ELEVATION
SCALE: 1/4" = 1' - 0"



2 SIDE ELEVATION - 1
SCALE: 1/4" = 1' - 0"

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	AS NOTED
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS

8800 N GAINEY CENTER DR, STE 350
SCOTTSDALE, AZ 85258
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480.367.3701



1 FRONT ELEVATION
SCALE: NTS



2 SIDE ELEVATION - 1
SCALE: NTS

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	AS NOTED
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS

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3 REAR ELEVATION
SCALE: 1/4" = 1' - 0"



4 SIDE ELEVATION - 2
SCALE: 1/4" = 1' - 0"

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	AS NOTED
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS

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SCOTTSDALE, AZ 85258
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3 REAR ELEVATION
SCALE: NTS



4 SIDE ELEVATION - 2
SCALE: NTS

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	AS NOTED
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS



3 AXON 3
SCALE: N.T.S.



1 AXON 1
SCALE: N.T.S.



4 AXON 4
SCALE: N.T.S.



2 AXON 2
SCALE: N.T.S.

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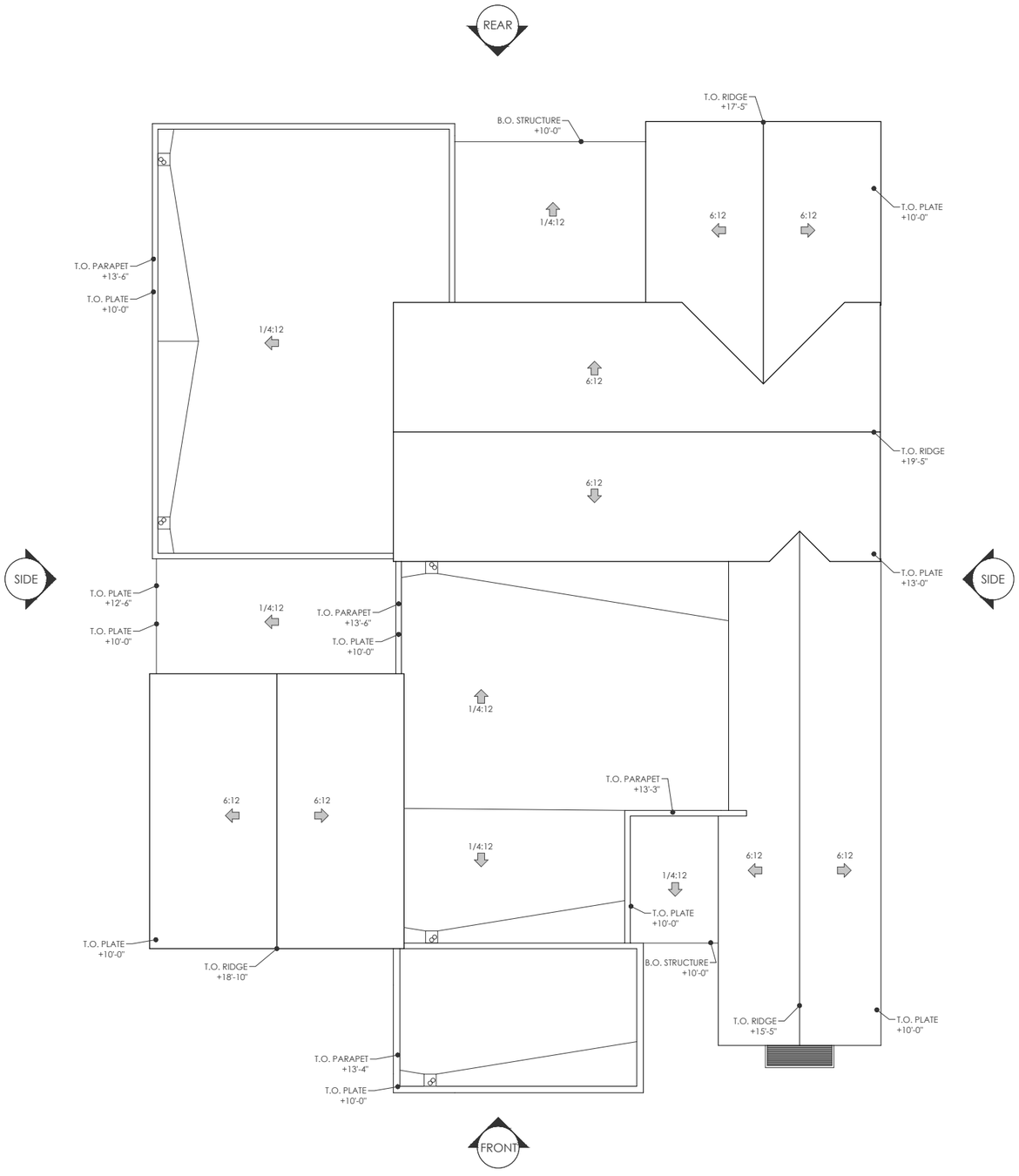
SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING AXONOMETRICS

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1 ROOF PLAN
SCALE: 1/4" - 1'- 0"

SHEA HOMES
MAGNOLIA RESIDENCES

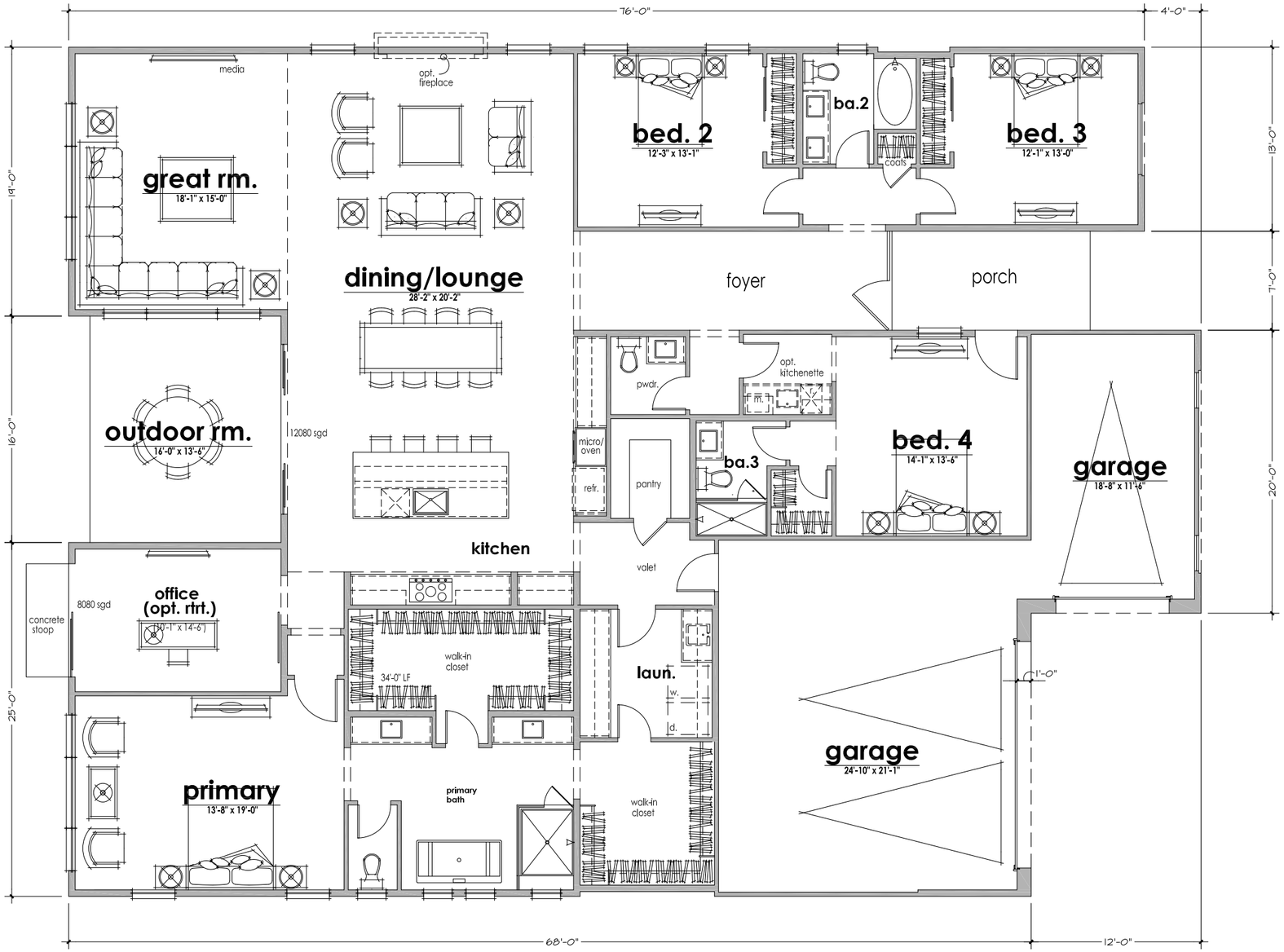
NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
ROOF PLAN

RIGHT SIDE

REAR



FRONT

magnolia - plan 6002 - reflects Valley Elevation

LEFT SIDE

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6002 - VALLEY

FRONT PERSPECTIVE

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING PERSPECTIVE



STUCCO
SW 7648 - BIG CHILL

STUCCO
SW 6991 - BLACK MAGIC

DECORATIVE SIDING
JAMES HARDIE - ARTISAN WOOD BOARD

DESIGN & MASSING
CUSTOM RESIDENCE



DESIGN & MASSING
CUSTOM RESIDENCE



DECORATIVE SIDING
CUSTOM RESIDENCE



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SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
6002 - VALLEY ELEVATION
MATERIALITY & DESIGN AESTHETIC

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SCOTTSDALE, AZ 85258
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480.367.3701



1 FRONT ELEVATION
SCALE: 1/4" = 1' - 0"



2 SIDE ELEVATION - 1
SCALE: 1/4" = 1' - 0"

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	AS NOTED
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS

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1 FRONT ELEVATION
SCALE: NTS



2 SIDE ELEVATION - 1
SCALE: NTS

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	AS NOTED
ARCHITECT	SHEA HOMES
PROJECT #	N/A
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CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS

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SHEAHOMES.COM
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3 REAR ELEVATION
SCALE: 1/4" = 1' - 0"



4 SIDE ELEVATION - 2
SCALE: 1/4" = 1' - 0"

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS

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SCOTTSDALE, AZ 85258
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3 REAR ELEVATION
SCALE: NTS



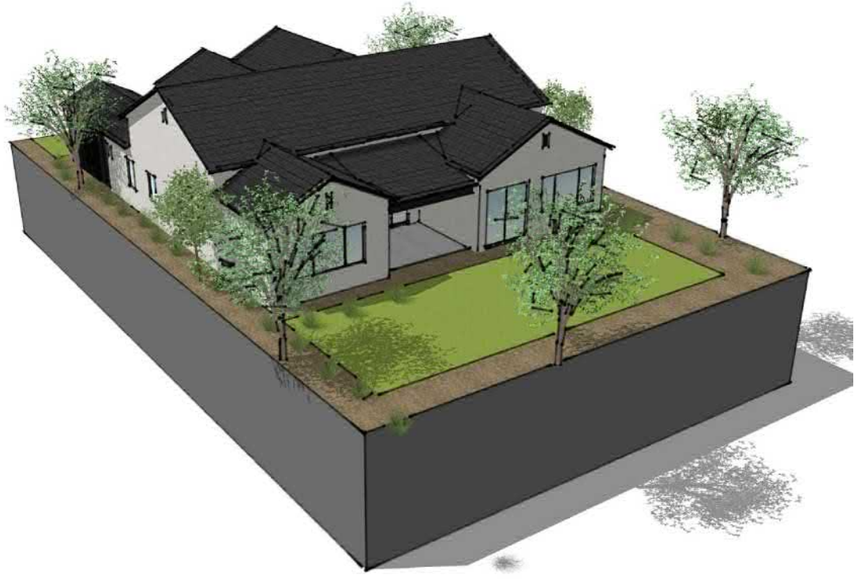
4 SIDE ELEVATION - 2
SCALE: NTS

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS



3 AXON 3
SCALE: N.T.S.



1 AXON 1
SCALE: N.T.S.



4 AXON 4
SCALE: N.T.S.



2 AXON 2
SCALE: N.T.S.

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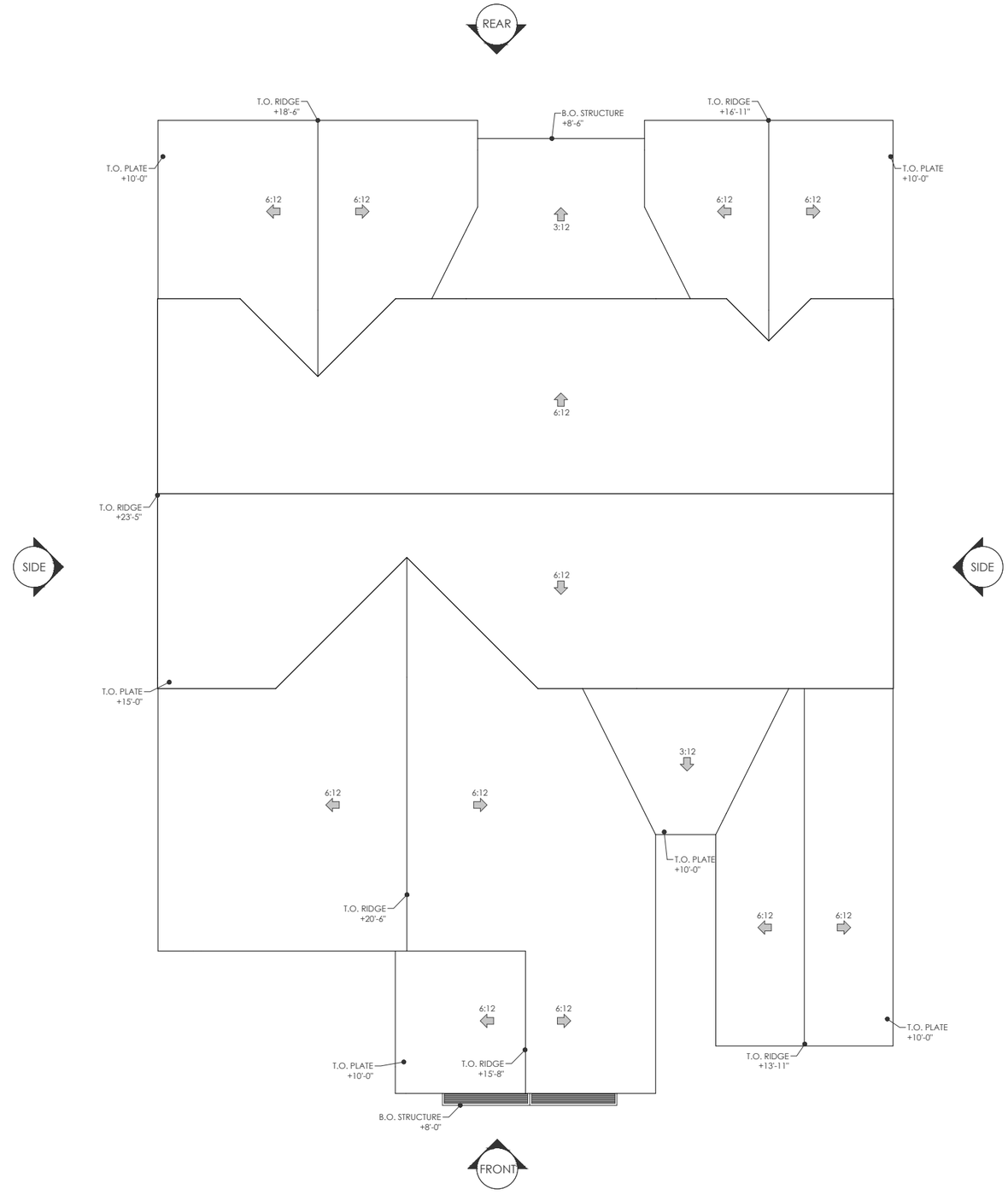
SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING AXONOMETRICS

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1 ROOF PLAN
SCALE: 1/4" - 1'- 0"

SHEA HOMES
MAGNOLIA RESIDENCES

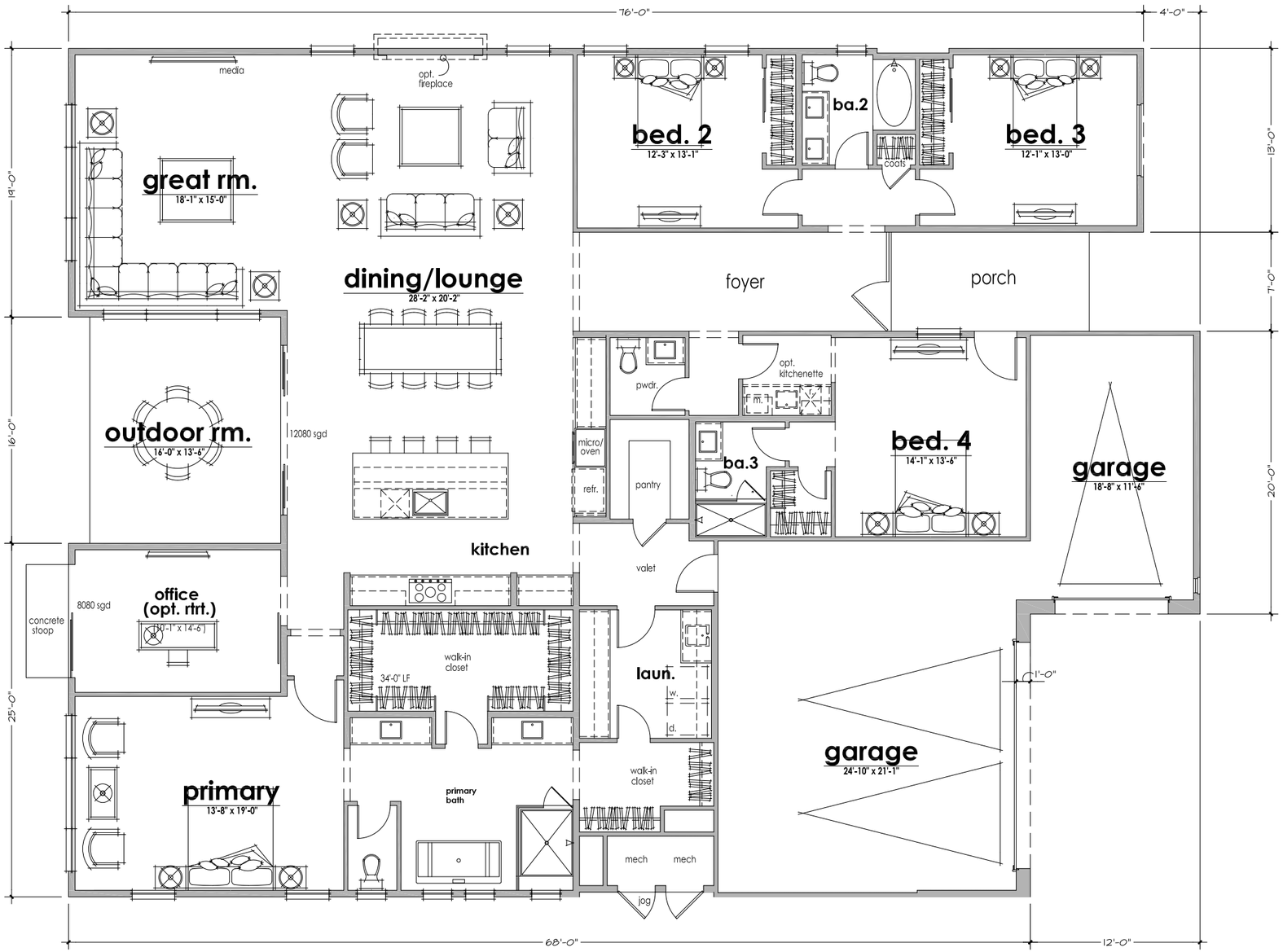
NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
ROOF PLAN

RIGHT SIDE

REAR



FRONT

magnolia - plan 6002 - reflects Modern Elevation

LEFT SIDE

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6002 - MODERN

FRONT PERSPECTIVE

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #

BUILDING PERSPECTIVE



STUCCO
SW7038 - TONY TAUPE

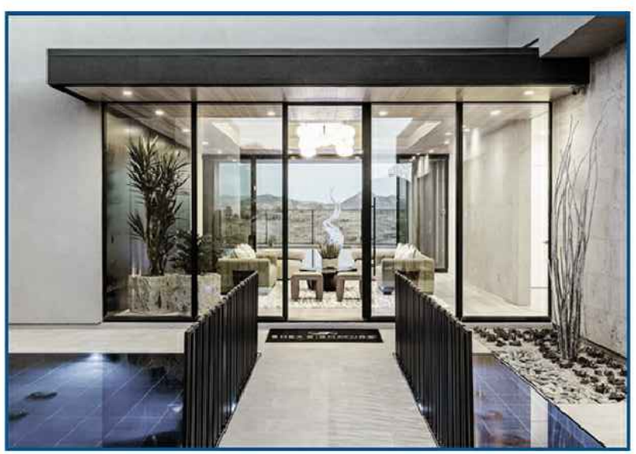
DECORATIVE STONE
PAMPLONA NOVO - FINE COMBED

STUCCO
SW7505 - MANOR HOUSE

DESIGN & MASSING
SIGNATURE AT STORYROCK



COVERED ENTRY
SIGNATURE AT STORYROCK



DECORATIVE SIDING
SIGNATURE AT STORYROCK



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SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

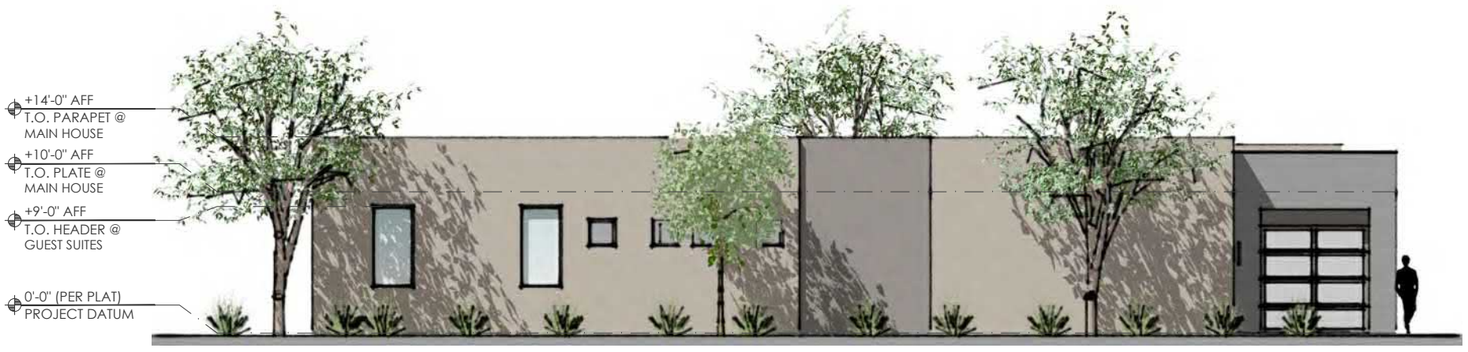
DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
6002 - MODERN ELEVATION
MATERIALITY & DESIGN AESTHETIC

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1 FRONT ELEVATION
SCALE: 1/4" = 1' - 0"



2 SIDE ELEVATION - 1
SCALE: 1/4" = 1' - 0"

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	AS NOTED
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS

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SCOTTSDALE, AZ 85258
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1 FRONT ELEVATION
SCALE: NTS



2 SIDE ELEVATION - 1
SCALE: NTS

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	AS NOTED
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS

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SCOTTSDALE, AZ 85258
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3 REAR ELEVATION
SCALE: 1/4" = 1' - 0"



4 SIDE ELEVATION - 2
SCALE: 1/4" = 1' - 0"

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	AS NOTED
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS

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3 REAR ELEVATION
SCALE: NTS



4 SIDE ELEVATION - 2
SCALE: NTS

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	AS NOTED
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS



3 AXON 3
SCALE: N.T.S.



1 AXON 1
SCALE: N.T.S.



4 AXON 4
SCALE: N.T.S.



2 AXON 2
SCALE: N.T.S.

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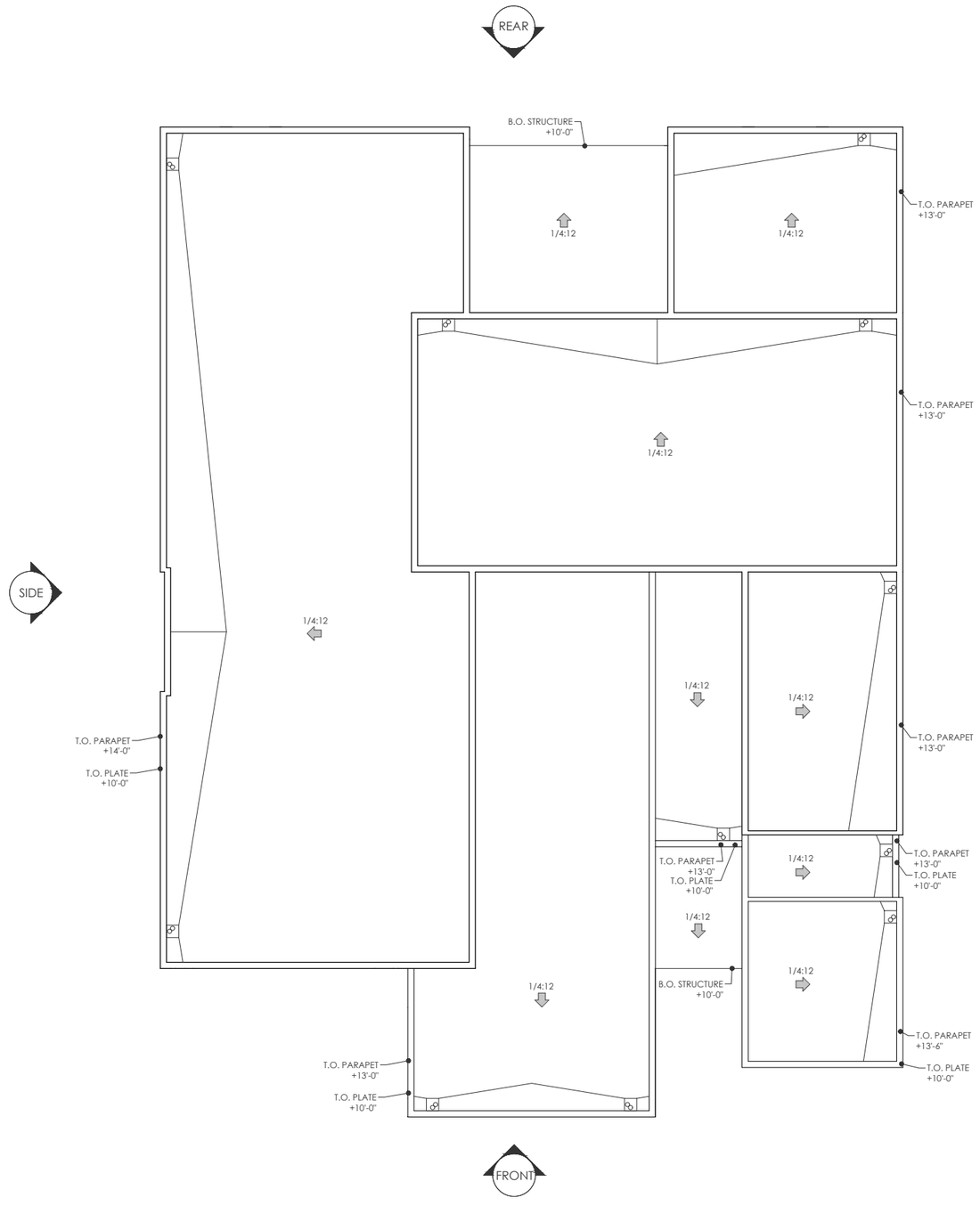
SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING AXONOMETRICS

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SCOTTSDALE, AZ 85258
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1 ROOF PLAN
SCALE: 1/4" - 1'- 0"

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
ROOF PLAN



STUCCO
SW 7023 - REQUISITE GRAY

STUCCO
SW6991 - BLACK MAGIC

STUCCO
SW 6991 - BLACK MAGIC

DECORATIVE SIDING
JAMES HARDIE ARTISAN ASPHYRE
VERTICAL INSTALL - SW6991 BLACK MAGIC

6003 - VALLEY

The 'Valley' architectural elevation closely relates to the Western Farmhouse aesthetic. This style stems from agrarian influences that directly respond to the warm western sun, and agrarian landscape. The vertical wood siding and trim materials represent the fine carpentry detailing found in the farmhouse aesthetic. Furthermore, the roofing strategy defines itself from the other two elevation styles with its rafter tail detailing. This creates a distinctive shadow around the perimeter of the home, and nodes to the timeless craftsmanship of a western farmhouse. Lastly, the 'Valley' elevation implements a high, vaulted roof mass in the center of the home, which creates hierarchy, and a strong street presence.



STUCCO
SW7570 - EGRET WHITE

STUCCO
SW 6991 - BLACK MAGIC

STONE VENEER
SOLSTICE STONE
CHARCOAL MIST

STUCCO
SW 6991 - BLACK MAGIC

6003 - MODERN

The 'Modern' architectural elevation is identifiable by its refined massing strategy that responds to the Sonoran Desert. The design implements long, horizontal fascia, overhangs, and covered patios that protect the residence from direct sunlight. Visual depth is created by offsetting primary building masses to create shade, and shadow, across each elevation. The front entry is one of the most powerful moments within the design, as it implements a 10' entry door along with floor to ceiling windows. The primary roof form on the 'Modern' elevation utilizes a stucco parapet, while the secondary roof masses, and covered patios, create a 'layering' effect by cantilevering overhangs. The intent for our 'Modern' elevation is to achieve a desert contemporary aesthetic that quietly blends into the community.

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SCHEME 1

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
- SW7023 REQUISITE GRAY

ACCENT
- SW6991 BLACK MAGIC

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE'
- VERTICAL INSTALL
- SW6991 BLACK MAGIC

FLAT CONCRETE ROOF TILE:
SAXONY 900 SLATE - STONE MTN. DARK

SCHEME 2

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
- SW7648 BIG CHILL

ACCENT
- SW6991 BLACK MAGIC

ACCENT #2
- SW7023 REQUISITE GRAY

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE'
- VERTICAL INSTALL
- SW6991 BLACK MAGIC

FLAT CONCRETE ROOF TILE:
SAXONY 900 SLATE - STONE MTN. DARK

SCHEME 3

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
- SW7004 SNOWBOUND

ACCENT
- SW6991 BLACK MAGIC

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE' VERTICAL INSTALL
- SW6991 BLACK MAGIC

FLAT CONCRETE ROOF TILE:
SAXONY 900 SLATE - STONE MTN. DARK

VALLEY

SCHEME 1

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
- SW7570 EGRET WHITE

ACCENT
- SW7505 MANOR HOUSE

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE'
- HORIZONTAL INSTALL
- SW7505 MANOR HOUSE

FLAT CONCRETE ROOF TILE:
SAXONY 900 SHAKE - CHARCOAL BLEND

SCHEME 2

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
- SW7036 ACCESSIBLE BEIGE

ACCENT
- SW7505 MANOR HOUSE

ACCENT #2
- SW7038 TONY TAUPE

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE'
- HORIZONTAL INSTALL
- SW7505 MANOR HOUSE

FLAT CONCRETE ROOF TILE:
SAXONY 900 SHAKE - CHARCOAL BLEND

SCHEME 3

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
-SW7038 TONY TAUPE

ACCENT
- SW7505 MANOR HOUSE

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE' HORIZ. INSTALL
- SW7505 MANOR HOUSE

FLAT CONCRETE ROOF TILE:
SAXONY 900 SHAKE - CHARCOAL BLEND

TRANSITIONAL

SCHEME 1

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
- SW7023 REQUISITE GRAY

ACCENT
- SW6991 BLACK MAGIC

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE'
- HORIZONTAL INSTALL
- SW6991 BLACK MAGIC

SCHEME 2

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
- SW7570 EGRET WHITE

ACCENT
- SW7505 MANOR HOUSE

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE'
- HORIZONTAL INSTALL
- SW7505 MANOR HOUSE

SCHEME 3

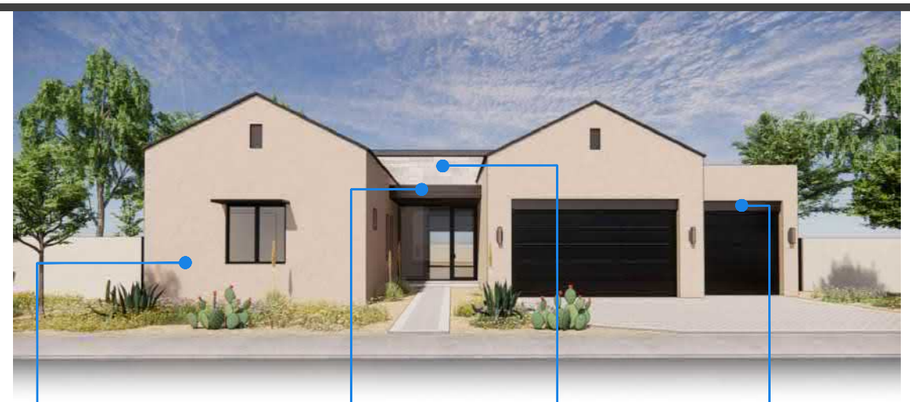
STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
- SW7038 TONY TAUPE

ACCENT
- SW7505 MANOR HOUSE

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE'
- HORIZONTAL INSTALL
- SW7505 MANOR HOUSE

MODERN



STUCCO
SW 7038 - TONY TAUPE

STUCCO
SW 7505 - MANOR HOUSE

STONE VENEER
SOLSTICE STONE
BEAUMONT OLD WORLD

STUCCO
SW7505 - MANOR HOUSE

6003 - TRANSITIONAL

The 'Transitional' architectural elevation combines design strategies from both the 'Modern' and 'Valley' styles. Gable end roof masses have been introduced to achieve a massing strategy that nodes to the Western Farmhouse aesthetic. While clean, contemporary detailing is found in awning details, flat covered patios, and cantilevered overhangs. The 'Transitional' elevation is a fusion of contemporary and traditional design elements. This home style becomes the catalyst that blends the three architectural styles together, throughout the community.

SHEA HOMES
MAGNOLIA RESIDENCES

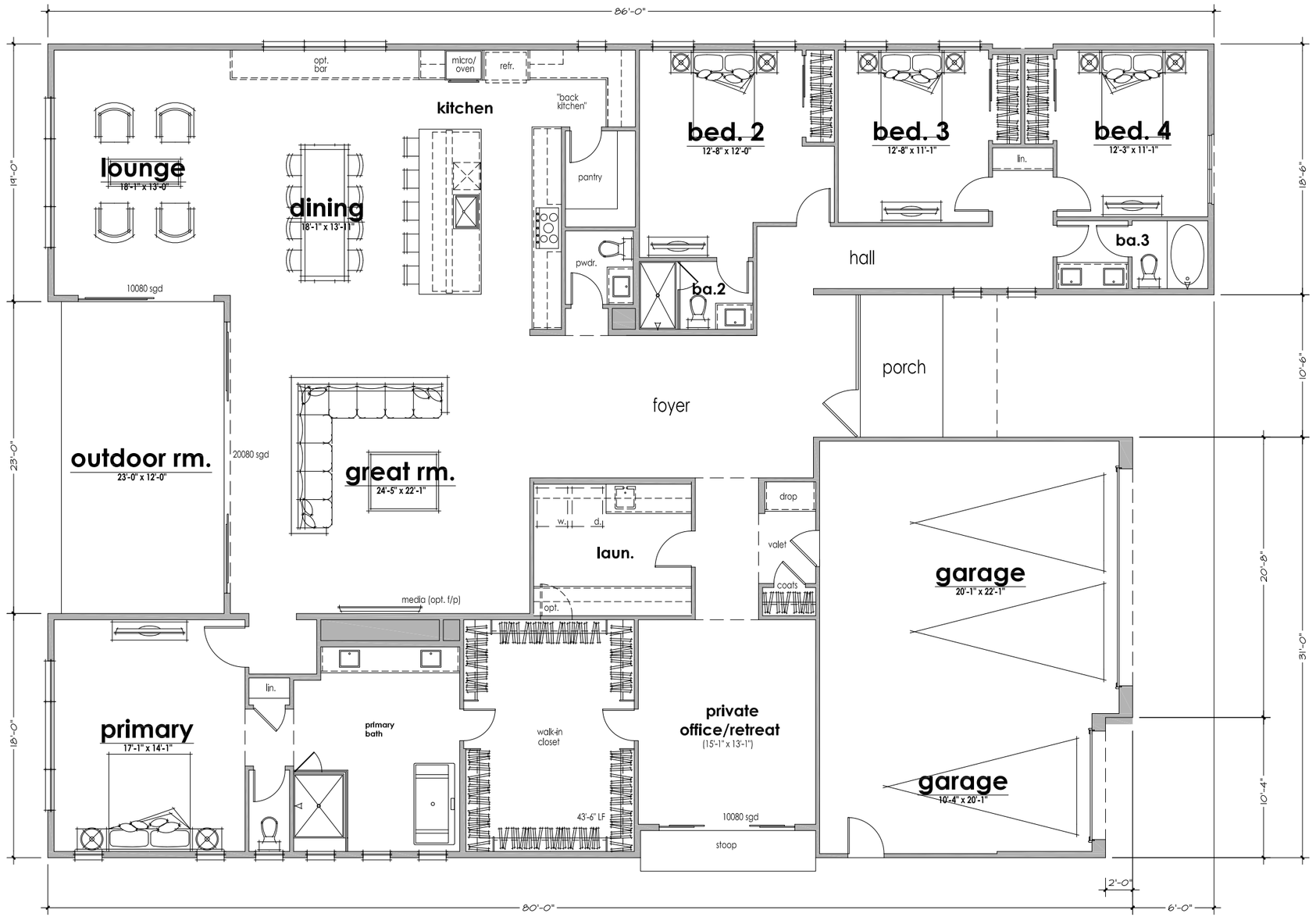
NOT FOR CONSTRUCTION

DATE	MAY 6, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
MATERIAL DIAGRAM

RIGHT SIDE

REAR



FRONT

magnolia - plan 6003 - reflects Transitional elevation

LEFT SIDE

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480.367.3701



6003 - TRANSITIONAL

FRONT PERSPECTIVE

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #

BUILDING PERSPECTIVE



STUCCO
SW 7038 - TONY TAUPE

STONE VENEER
SOLSTICE STONE - BEAUMONT OLD WORLD

STUCCO
SW7505 - MANOR HOUSE

DESIGN & MASSING
CUSTOM RESIDENCE



DESIGN & MATERIALITY
SIGNATURE AT STORYROCK



DESIGN & MASSING
SIGNATURE AT STORYROCK



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SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
6003 - TRANSITIONAL ELEVATION
MATERIALITY & DESIGN AESTHETIC

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SHEAHOMES.COM
480.367.3701



1 FRONT ELEVATION
SCALE: 1/4" = 1' - 0"



2 SIDE ELEVATION - 1
SCALE: 1/4" = 1' - 0"

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	AS NOTED
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS

8800 N GAINEY CENTER DR, STE 350
SCOTTSDALE, AZ 85258
SHEAHOMES.COM
480.367.3701



1 FRONT ELEVATION
SCALE: NTS



2 SIDE ELEVATION - 1
SCALE: NTS

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	AS NOTED
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS

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SCOTTSDALE, AZ 85258
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480.367.3701



3 REAR ELEVATION
SCALE: 1/4" = 1' - 0"



4 SIDE ELEVATION - 2
SCALE: 1/4" = 1' - 0"

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS

8800 N GAINEY CENTER DR, STE 350
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3 REAR ELEVATION
SCALE: NTS



4 SIDE ELEVATION - 2
SCALE: NTS

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS



3 AXON 3
SCALE: N.T.S.



1 AXON 1
SCALE: N.T.S.



4 AXON 4
SCALE: N.T.S.



2 AXON 2
SCALE: N.T.S.

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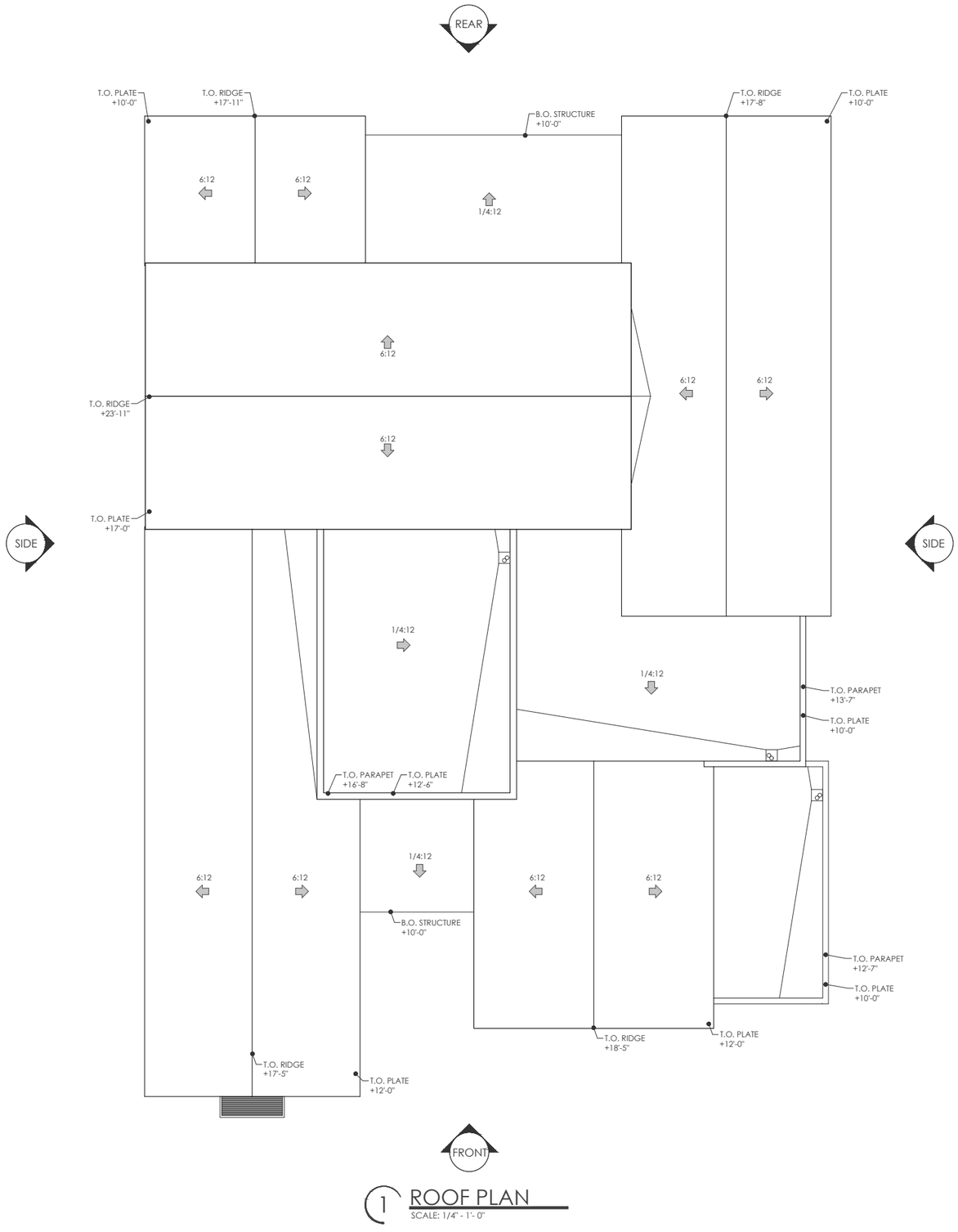
SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING AXONOMETRICS

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1 ROOF PLAN
SCALE: 1/4" - 1'- 0"

SHEA HOMES
MAGNOLIA RESIDENCES

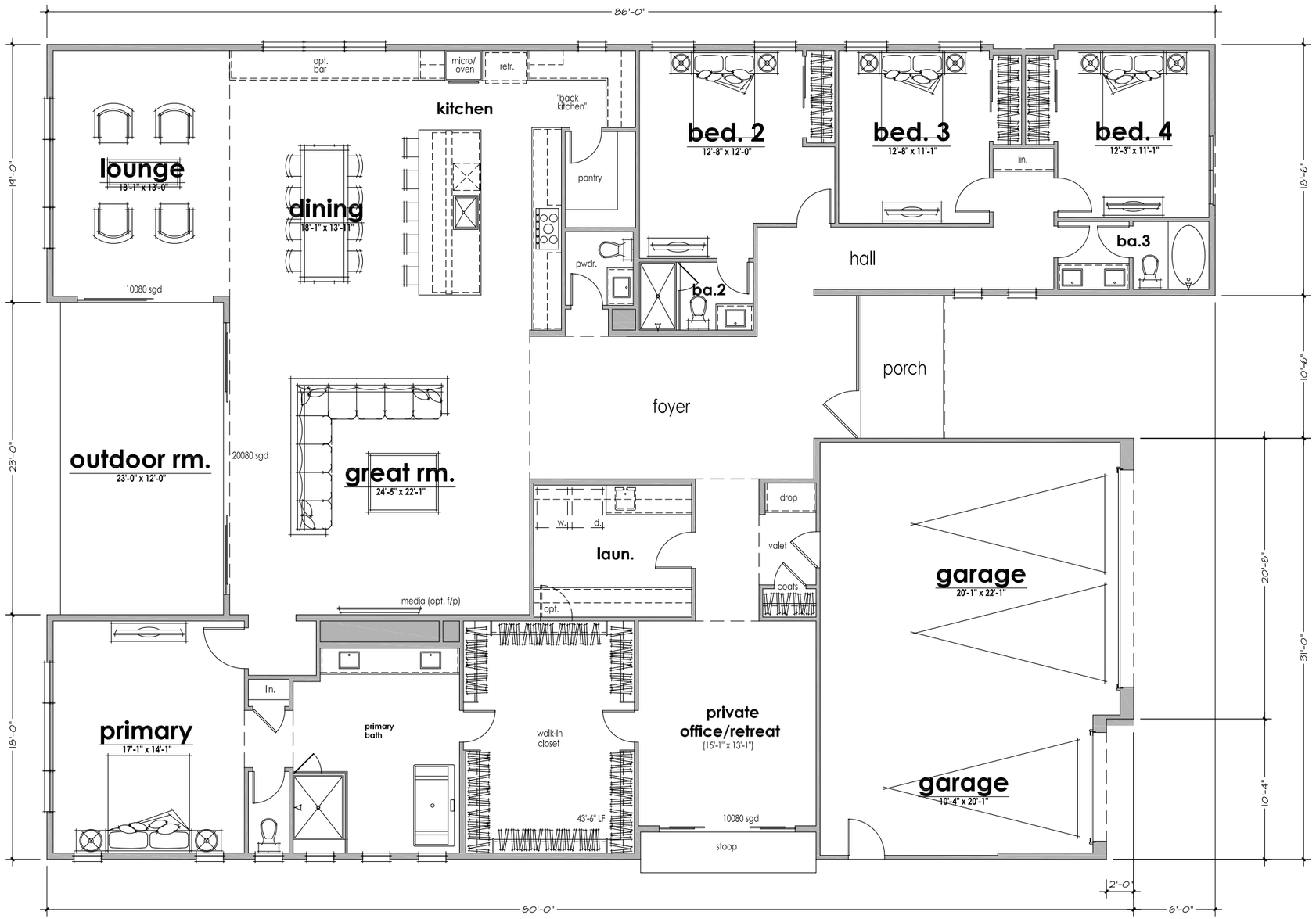
NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
ROOF PLAN

RIGHT SIDE

REAR



FRONT

magnolia - plan 6003 - reflects Valley elevation

LEFT SIDE

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6003 - VALLEY

FRONT PERSPECTIVE

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #

BUILDING PERSPECTIVE



STUCCO
SW7023 - REQUISITE GRAY

STUCCO
SW6991 - BLACK MAGIC

DECORATIVE SIDING
JAMES HARDIE ARTISAN ASPHYRE

DESIGN & MASSING
CUSTOM RESIDENCE



DESIGN & MASSING
CUSTOM RESIDENCE



DECORATIVE SIDING
CUSTOM RESIDENCE



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SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

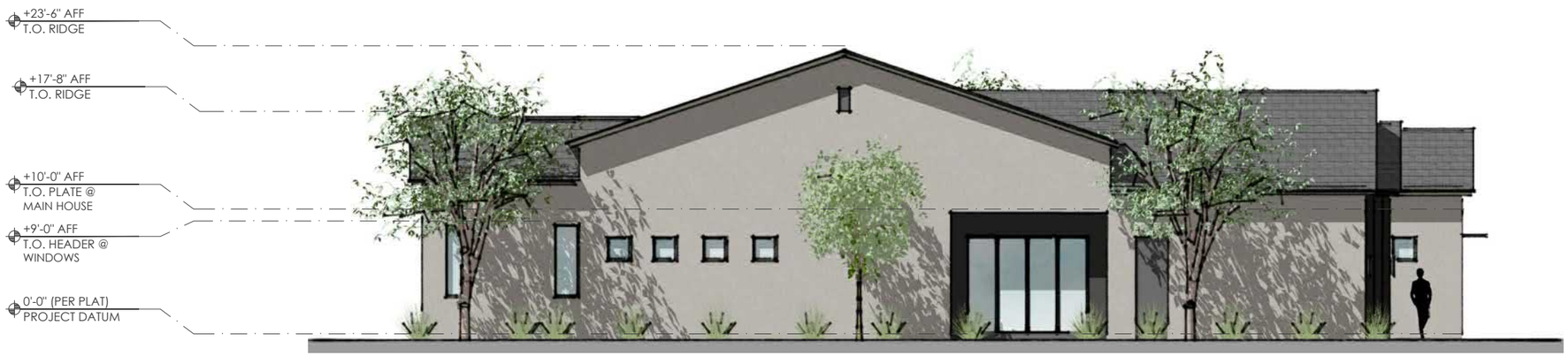
DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
6003 - VALLEY ELEVATION -
MATERIALITY & DESIGN AESTHETIC

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480.367.3701



1 FRONT ELEVATION
SCALE: 1/4" = 1' - 0"



2 SIDE ELEVATION - 1
SCALE: 1/4" = 1' - 0"

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	AS NOTED
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS

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SCOTTSDALE, AZ 85258
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480.367.3701



1 FRONT ELEVATION
SCALE: NTS



2 SIDE ELEVATION - 1
SCALE: NTS

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	AS NOTED
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS

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3 REAR ELEVATION
SCALE: 1/4" = 1' - 0"



4 SIDE ELEVATION - 2
SCALE: 1/4" = 1' - 0"

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS

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SCOTTSDALE, AZ 85258
SHEAHOMES.COM
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3 REAR ELEVATION
SCALE: NTS



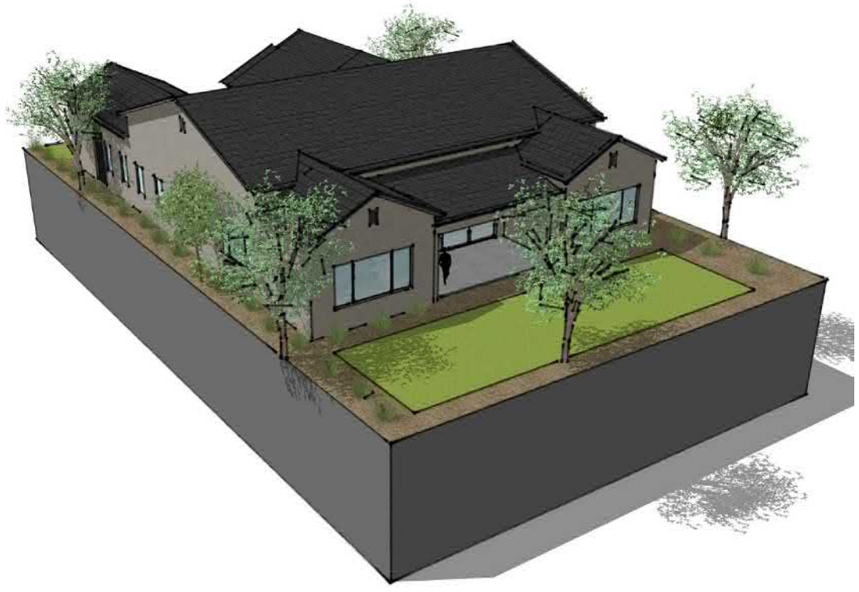
4 SIDE ELEVATION - 2
SCALE: NTS

SHEA HOMES
MAGNOLIA RESIDENCES

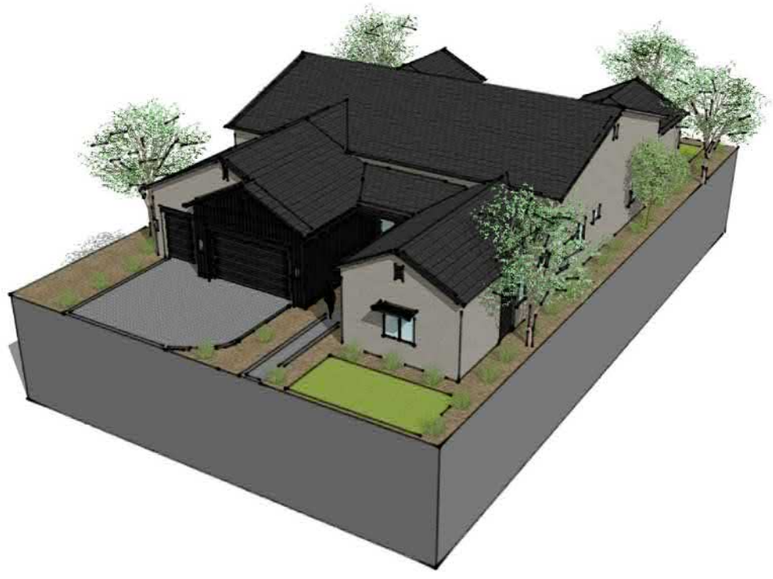
NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS



3 AXON 3
SCALE: N.T.S.



1 AXON 1
SCALE: N.T.S.



4 AXON 4
SCALE: N.T.S.



2 AXON 2
SCALE: N.T.S.

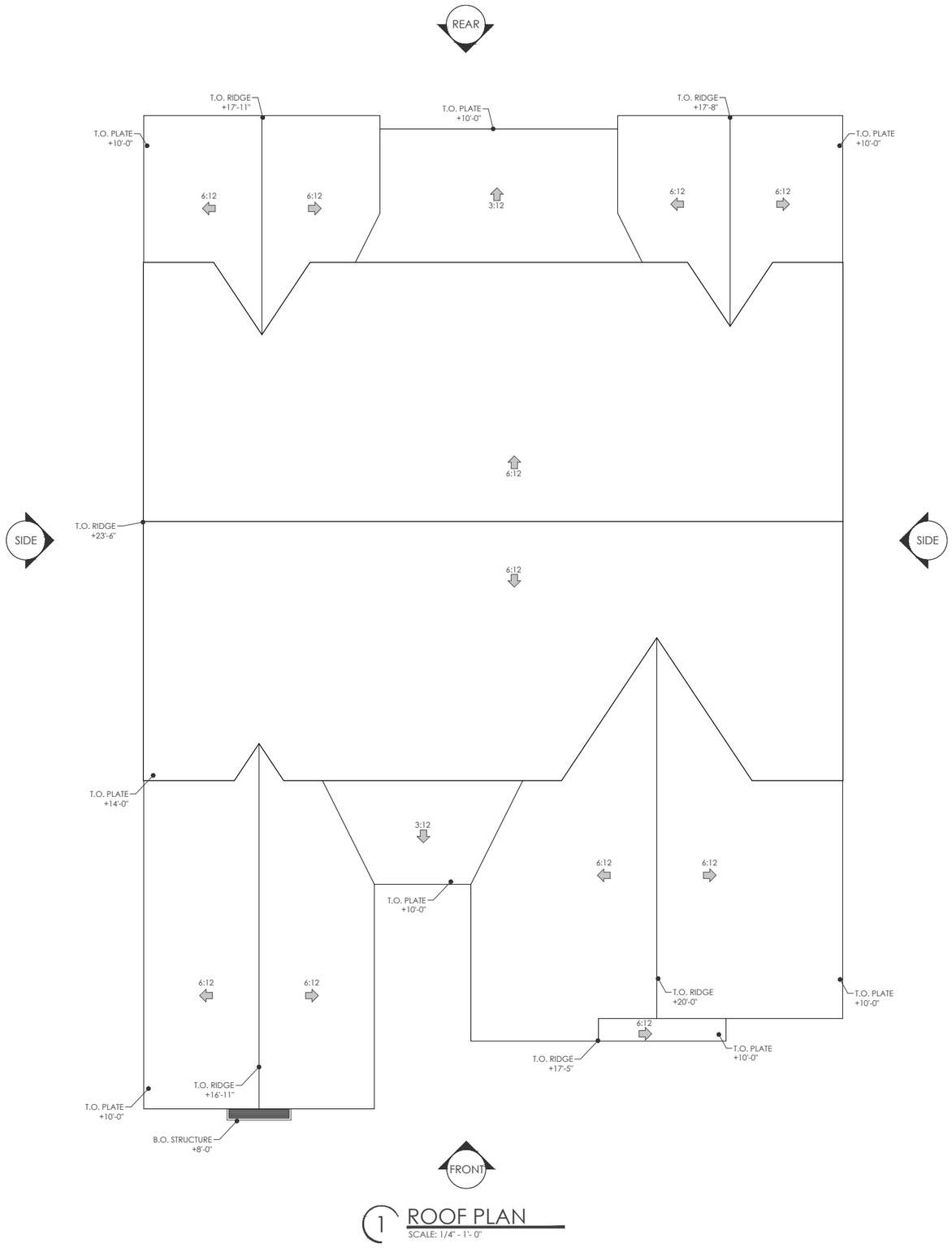
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SHEAHOMES.COM
480.367.3701

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING AXONOMETRICS



1 ROOF PLAN

SCALE: 1/4" - 1'- 0"

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480.367.3701

SHEA HOMES
MAGNOLIA RESIDENCES

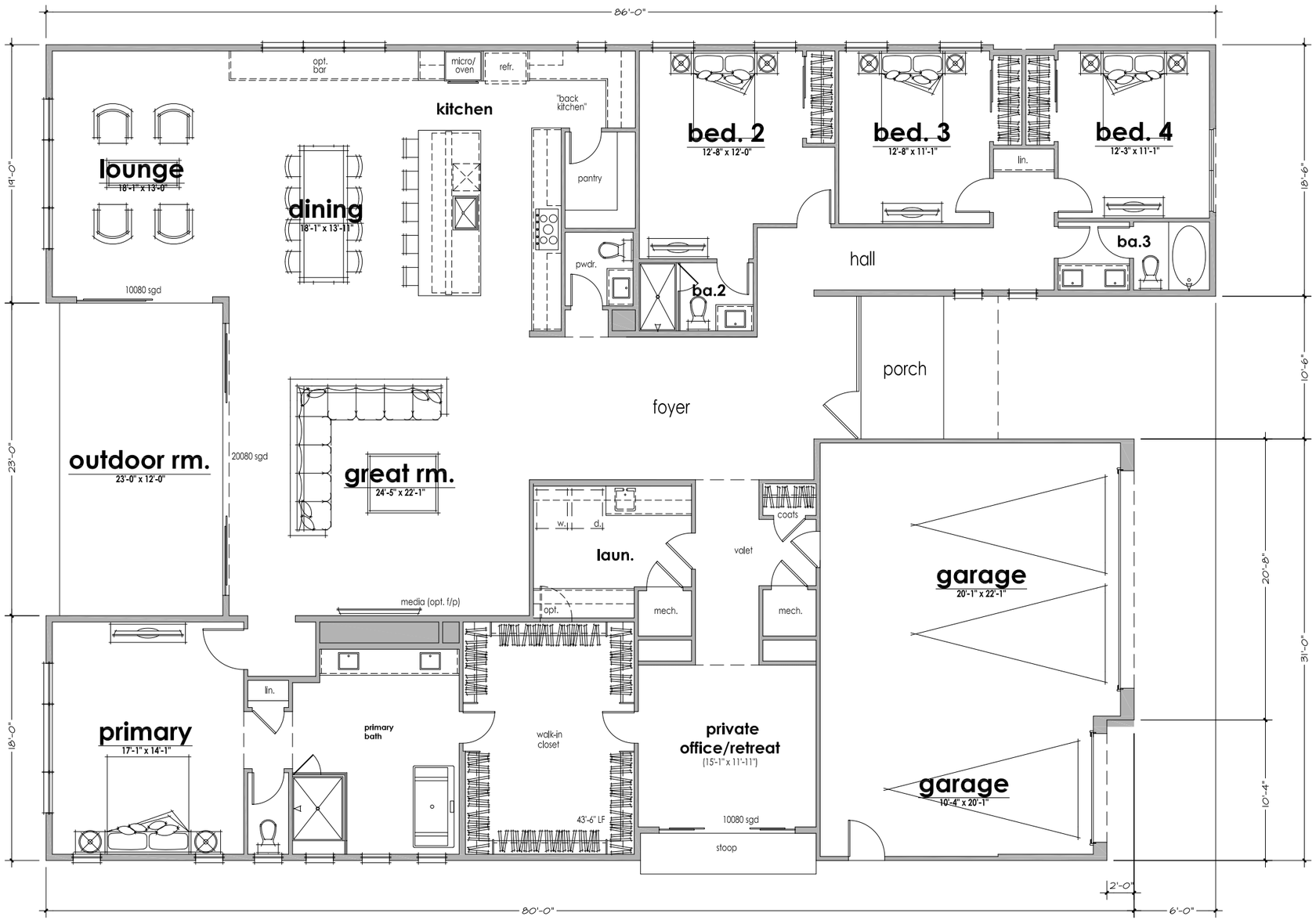
NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
ROOF PLAN

RIGHT SIDE

REAR



FRONT

magnolia - plan 6003 - reflects Modern elevation

LEFT SIDE

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6003 - MODERN

FRONT PERSPECTIVE

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING PERSPECTIVE



STUCCO
SW 7570 - EGRET WHITE

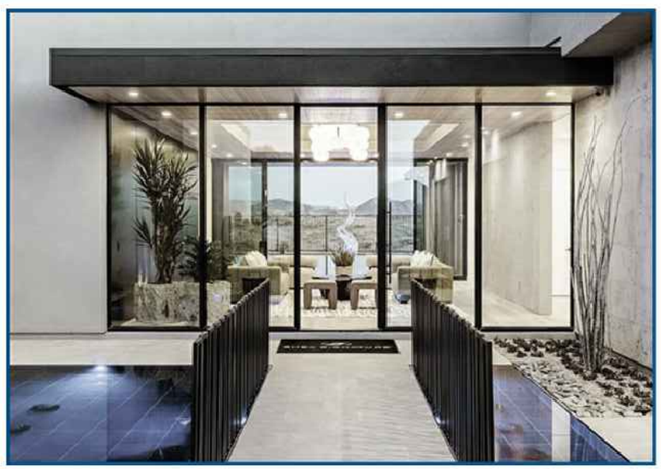
STUCCO
SW 6991 - BLACK MAGIC

STONE VENEER
SOLSTICE STONE - BEAUMONT OLD WORLD

DESIGN & MASSING
SIGNATURE AT STORYROCK



DESIGN & MATERIALITY
SIGNATURE AT STORYROCK



DESIGN & MATERIALITY
SIGNATURE AT STORYROCK



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SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
6003 - MODERN ELEVATION
MATERIALITY & DESIGN AESTHETIC

8800 N GAINEY CENTER DR, STE 350
SCOTTSDALE, AZ 85258
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1 FRONT ELEVATION
SCALE: 1/4" = 1' - 0"



2 SIDE ELEVATION - 1
SCALE: 1/4" = 1' - 0"

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	AS NOTED
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS

8800 N GAINEY CENTER DR, STE 350
SCOTTSDALE, AZ 85258
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1 FRONT ELEVATION
SCALE: NTS



2 SIDE ELEVATION - 1
SCALE: NTS

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	AS NOTED
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS

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SCOTTSDALE, AZ 85258
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3 REAR ELEVATION
SCALE: 1/4" = 1' - 0"



4 SIDE ELEVATION - 2
SCALE: 1/4" = 1' - 0"

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS

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SCOTTSDALE, AZ 85258
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3 REAR ELEVATION
SCALE: NTS



4 SIDE ELEVATION - 2
SCALE: NTS

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS



3 AXON 3
SCALE: N.T.S.



1 AXON 1
SCALE: N.T.S.



4 AXON 4
SCALE: N.T.S.



2 AXON 2
SCALE: N.T.S.

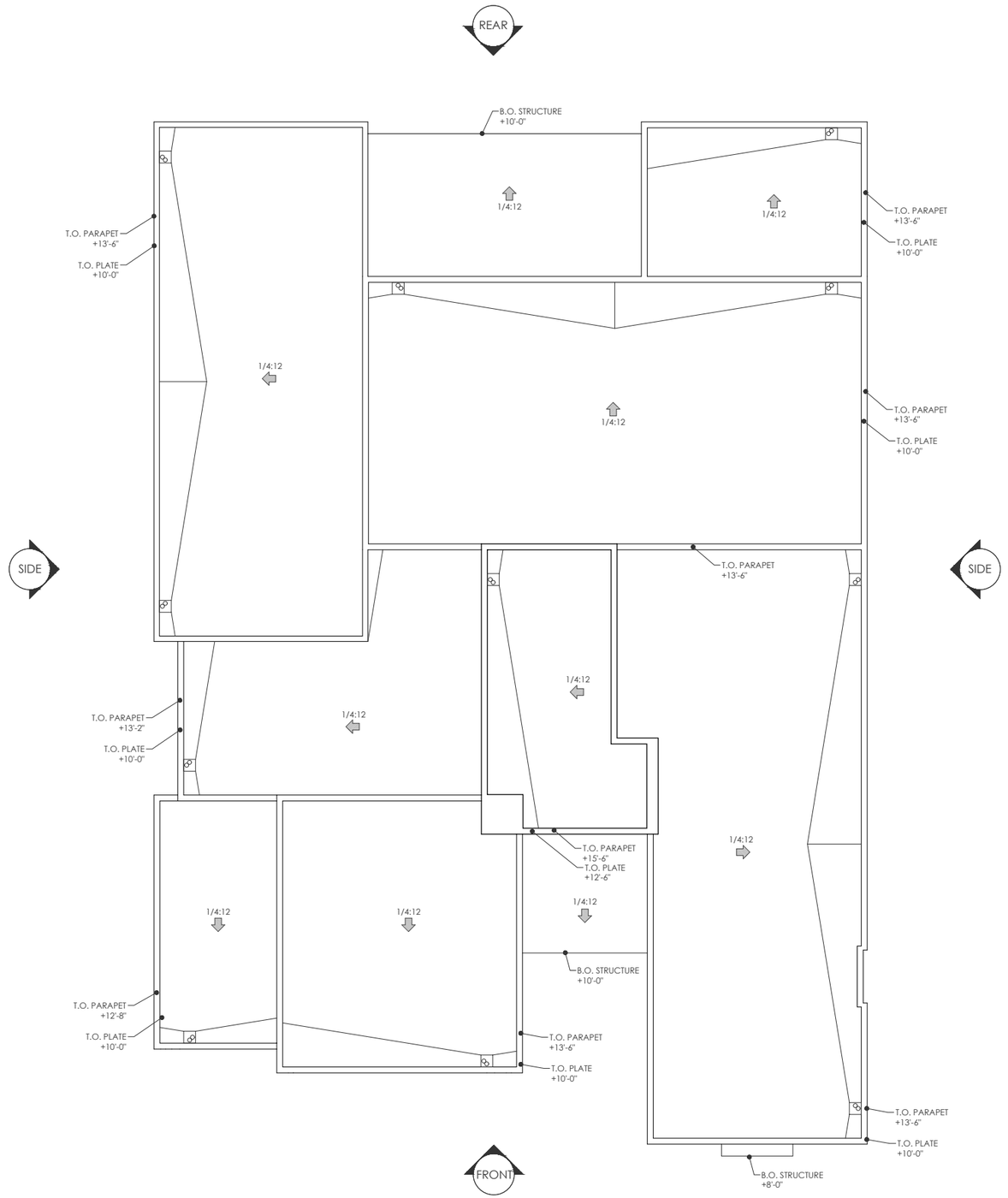
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SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING AXONOMETRICS



1 ROOF PLAN
SCALE: 1/4" - 1'- 0"

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SCOTTSDALE, AZ 85258
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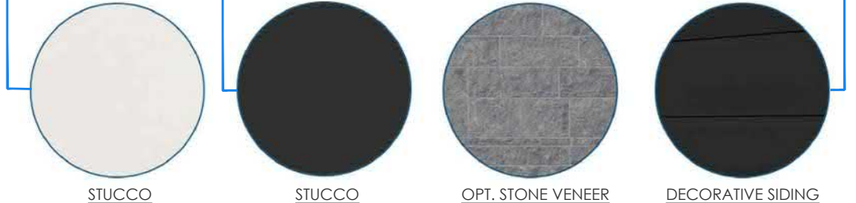
SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
ROOF PLAN





STUCCO
SW 7004 - SNOWBOARD

STUCCO
SW 6991 - BLACK MAGIC

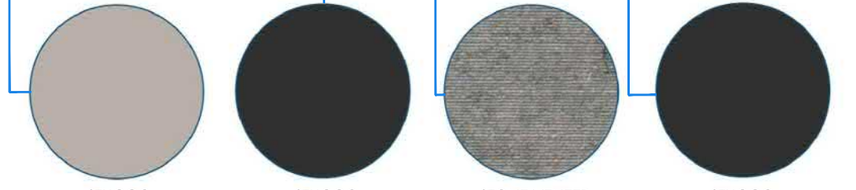
OPT. STONE VENEER
SOLSTICE STONE
BEAUMONT OLD WORLD

DECORATIVE SIDING
JAMES HARDIE ARTISAN ASPHYRE
VERTICAL INSTALL - SW6991 BLACK MAGIC

6004 - VALLEY

The 'Valley' architectural elevation closely relates to the Western Farmhouse aesthetic. This style stems from agrarian influences that directly respond to the warm western sun, and agrarian landscape. The vertical wood siding and trim materials represent the fine carpentry detailing found in the farmhouse aesthetic. Furthermore, the roofing strategy defines itself from the other two elevation styles with its rafter tail detailing. This creates a distinctive shadow around the perimeter of the home, and nodes to the timeless craftsmanship of a western farmhouse. Lastly, the 'Valley' elevation implements a high, vaulted roof mass in the center of the home, which creates hierarchy, and a strong street presence.





STUCCO
SW 7023 - REQUISITE GRAY

STUCCO
SW 6991 - BLACK MAGIC

STONE VENEER
SOLSTICE STONE
PAMPLONA NOVO - FINE COMBED

STUCCO
SW 6991 - BLACK MAGIC

6004 - MODERN

The 'Modern' architectural elevation is identifiable by its refined massing strategy that responds to the Sonoran Desert. The design implements long, horizontal fascia, overhangs, and covered patios that protect the residence from direct sunlight. Visual depth is created by offsetting primary building masses to create shade, and shadow, across each elevation. The front entry is one of the most powerful moments within the design, as it implements a 10' entry door along with floor to ceiling windows. The primary roof form on the 'Modern' elevation utilizes a stucco parapet, while the secondary roof masses, and covered patios, create a 'layering' effect by cantilevering overhangs. The intent for our 'Modern' elevation is to achieve a desert contemporary aesthetic that quietly blends into the community.

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SCHEME 1

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
- SW7023 REQUISITE GRAY

ACCENT
- SW6991 BLACK MAGIC

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE'
- VERTICAL INSTALL
- SW6991 BLACK MAGIC

FLAT CONCRETE ROOF TILE:
SAXONY 900 SLATE - STONE MTN. DARK

SCHEME 2

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
- SW7648 BIG CHILL

ACCENT
- SW6991 BLACK MAGIC

ACCENT #2
- SW7023 REQUISITE GRAY

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE'
- VERTICAL INSTALL
- SW6991 BLACK MAGIC

FLAT CONCRETE ROOF TILE:
SAXONY 900 SLATE - STONE MTN. DARK

SCHEME 3

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
- SW7004 SNOWBOUND

ACCENT
- SW6991 BLACK MAGIC

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE' VERTICAL INSTALL
- SW6991 BLACK MAGIC

FLAT CONCRETE ROOF TILE:
SAXONY 900 SLATE - STONE MTN. DARK

VALLEY

SCHEME 1

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
- SW7570 EGRET WHITE

ACCENT
- SW7505 MANOR HOUSE

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE'
- HORIZONTAL INSTALL
- SW7505 MANOR HOUSE

FLAT CONCRETE ROOF TILE:
SAXONY 900 SHAKE - CHARCOAL BLEND

SCHEME 2

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
- SW7036 ACCESSIBLE BEIGE

ACCENT
- SW7505 MANOR HOUSE

ACCENT #2
- SW7038 TONY TAUPE

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE'
- HORIZONTAL INSTALL
- SW7505 MANOR HOUSE

FLAT CONCRETE ROOF TILE:
SAXONY 900 SHAKE - CHARCOAL BLEND

SCHEME 3

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
-SW7038 TONY TAUPE

ACCENT
- SW7505 MANOR HOUSE

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE' HORIZ. INSTALL
- SW7505 MANOR HOUSE

FLAT CONCRETE ROOF TILE:
SAXONY 900 SHAKE - CHARCOAL BLEND

TRANSITIONAL

SCHEME 1

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
- SW7023 REQUISITE GRAY

ACCENT
- SW6991 BLACK MAGIC

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE'
- HORIZONTAL INSTALL
- SW6991 BLACK MAGIC

SCHEME 2

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

STUCCO:
BODY
- SW7570 EGRET WHITE

ACCENT
- SW7505 MANOR HOUSE

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE'
- HORIZONTAL INSTALL
- SW7505 MANOR HOUSE

SCHEME 3

STONE:
SOLSTICE STONE -
- BEAUMONT OLD WORLD
- PAMPLONA NOVO - FINE COMB

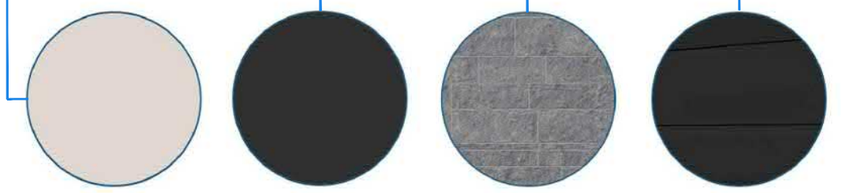
STUCCO:
BODY
- SW7038 TONY TAUPE

ACCENT
- SW7505 MANOR HOUSE

EXTERIOR DECORATIVE SIDING:
JAMES HARDIE -
- ARTISAN 'ASPYRE'
- HORIZONTAL INSTALL
- SW7505 MANOR HOUSE

MODERN





STUCCO
SW 7570 - EGRET WHITE

STUCCO
SW 6991 - BLACK MAGIC

STONE VENEER
SOLSTICE STONE
CHARCOAL MIST

DECORATIVE SIDING
JAMES HARDIE ARTISAN SAPHYRE
HORIZONTAL INSTALL - SW6991 BLACK MAGIC

6004 - TRANSITIONAL

The 'Transitional' architectural elevation combines design strategies from both the 'Modern' and 'Valley' styles. Gable end roof masses have been introduced to achieve a massing strategy that nodes to the Western Farmhouse aesthetic. While clean, contemporary detailing is found in awning details, flat covered patios, and cantilevered overhangs. The 'Transitional' elevation is a fusion of contemporary and traditional design elements. This home style becomes the catalyst that blends the three architectural styles together, throughout the community.

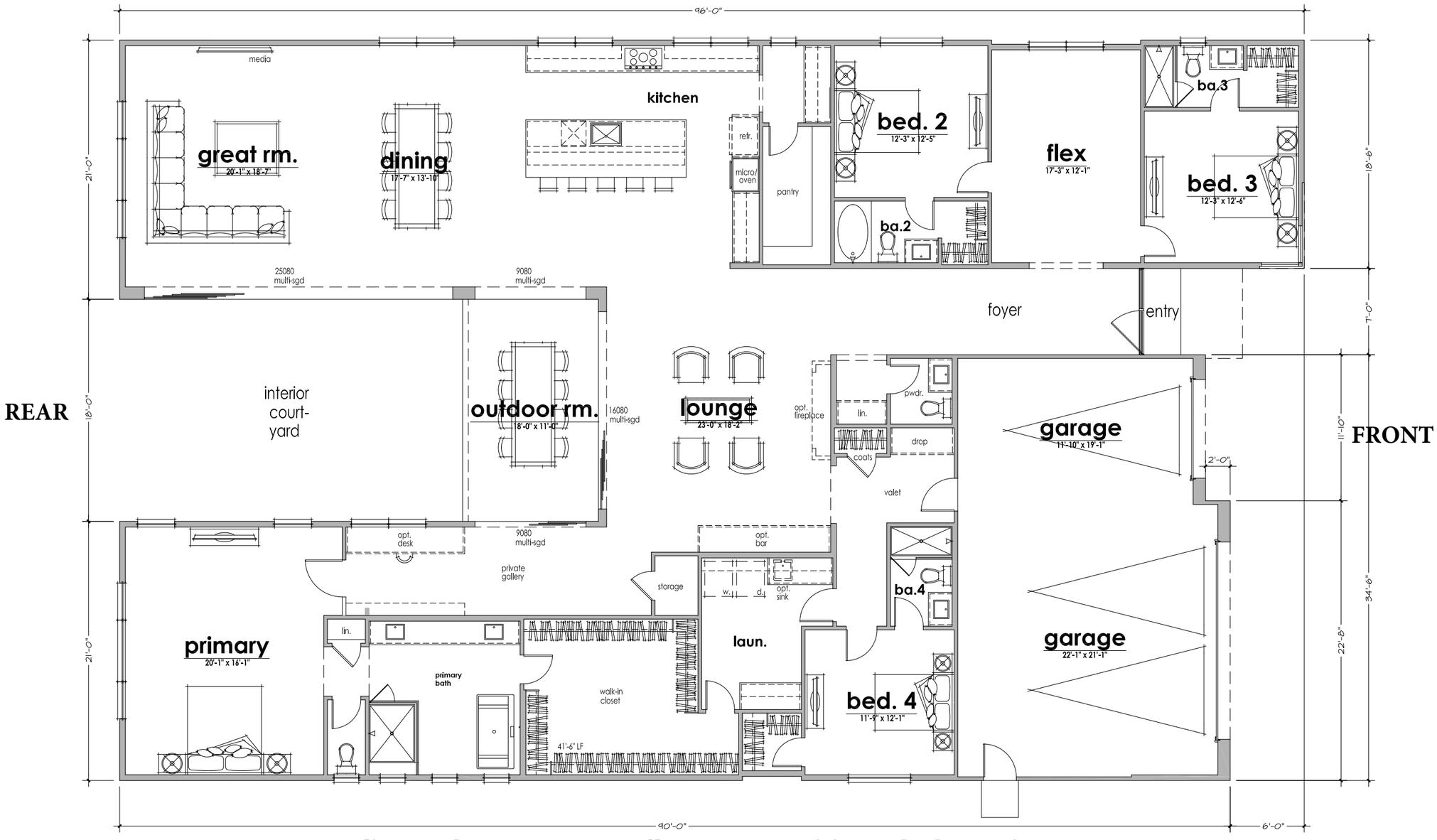
SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	MAY 6, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
MATERIAL DIAGRAM

RIGHT SIDE



magnolia - plan 6004 - reflects Transitional Elevation

LEFT SIDE

8800 N GAINEY CENTER DR, STE 350
SCOTTSDALE, AZ 85258
SHEAHOMES.COM
480.367.3701



6004 - TRANSITIONAL

FRONT PERSPECTIVE

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING PERSPECTIVE



STUCCO

SW 7036 - ACCESSIBLE BEIGE

STONE VENEER

SOLSTICE STONE - CHARCOAL MIST

DECORATIVE SIDING

JAMES HARDIE ARTISAN ASPHYRE

DESIGN & MASSING

CUSTOM RESIDENCE



DESIGN & MATERIALITY

SIGNATURE AT STORYROCK



DECORATIVE SIDING

CUSTOM RESIDENCE



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480.367.3701

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #

6004 - TRANSITIONAL ELEVATION
MATERIALITY & DESIGN AESTHETIC

8800 N GAINEY CENTER DR, STE 350
SCOTTSDALE, AZ 85258
SHEAHOMES.COM
480.367.3701



1 FRONT ELEVATION
SCALE: 1/4" = 1' - 0"



2 SIDE ELEVATION - 1
SCALE: 1/4" = 1' - 0"

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	AS NOTED
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS

8800 N GAINEY CENTER DR, STE 350
SCOTTSDALE, AZ 85258
SHEAHOMES.COM
480.367.3701



1 FRONT ELEVATION
SCALE: NTS



2 SIDE ELEVATION - 1
SCALE: NTS

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	AS NOTED
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS

8800 N GAINEY CENTER DR, STE 350
SCOTTSDALE, AZ 85258
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480.367.3701



3 REAR ELEVATION
SCALE: 1/4" = 1' - 0"



4 SIDE ELEVATION - 2
SCALE: 1/4" = 1' - 0"

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS

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480.367.3701



3 REAR ELEVATION
SCALE: NTS



4 SIDE ELEVATION - 2
SCALE: NTS

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS



3 AXON 3
SCALE: N.T.S.



4 AXON 4
SCALE: N.T.S.



1 AXON 1
SCALE: N.T.S.



2 AXON 2
SCALE: N.T.S.

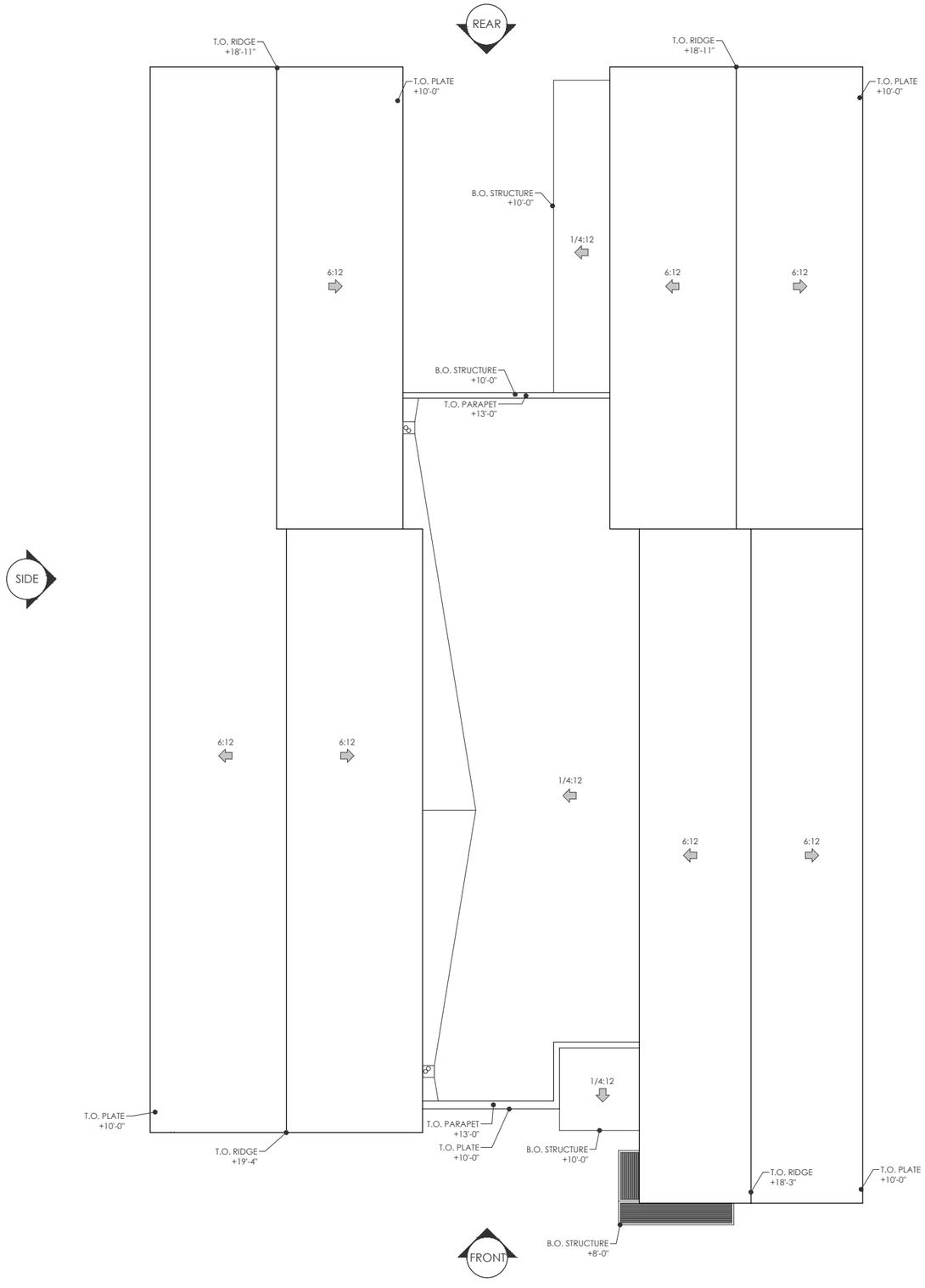
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SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING AXONOMETRICS



1 ROOF PLAN
SCALE: 1/4" - 1'- 0"

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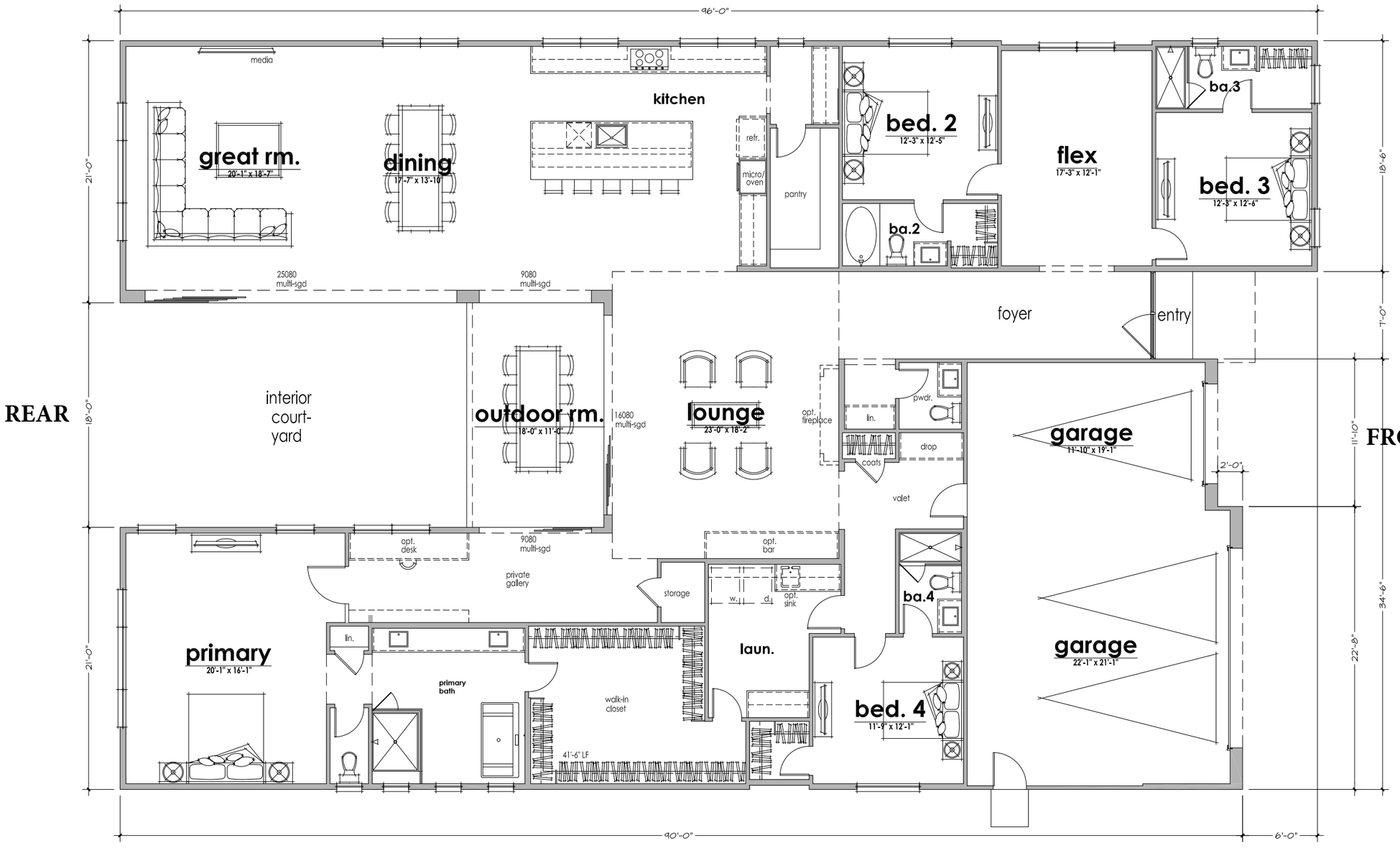
SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
ROOF PLAN

RIGHT SIDE



magnolia - plan 6004 - reflects Valley Elevation

LEFT SIDE

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6004 - VALLEY

FRONT PERSPECTIVE

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING PERSPECTIVE



STUCCO
SW7004 - SNOWBOARD

STUCCO
SW6991 - BLACK MAGIC

DECORATIVE SIDING
JAMES HARDIE ARTISAN ASPHYRE

DESIGN & MASSING
CUSTOM RESIDENCE



DESIGN & MASSING
CUSTOM RESIDENCE



DECORATIVE SIDING
CUSTOM RESIDENCE



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SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #

6004 - VALLEY ELEVATION
MATERIALITY & DESIGN AESTHETIC

8800 N GAINEY CENTER DR, STE 350
SCOTTSDALE, AZ 85258
SHEAHOMES.COM
480.367.3701



1 FRONT ELEVATION
SCALE: 1/4" = 1' - 0"



2 SIDE ELEVATION - 1
SCALE: 1/4" = 1' - 0"

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	AS NOTED
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS

8800 N GAINEY CENTER DR, STE 350
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480.367.3701



1 FRONT ELEVATION
SCALE: NTS



2 SIDE ELEVATION - 1
SCALE: NTS

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	AS NOTED
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS

8800 N GAINEY CENTER DR, STE 350
SCOTTSDALE, AZ 85258
SHEAHOMES.COM
480.367.3701



3 REAR ELEVATION
SCALE: 1/4" = 1' - 0"



4 SIDE ELEVATION - 2
SCALE: 1/4" = 1' - 0"

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	AS NOTED
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS

8800 N GAINEY CENTER DR, STE 350
SCOTTSDALE, AZ 85258
SHEAHOMES.COM
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3 REAR ELEVATION
SCALE: NTS



4 SIDE ELEVATION - 2
SCALE: NTS

SHEA HOMES
MAGNOLIA RESIDENCES

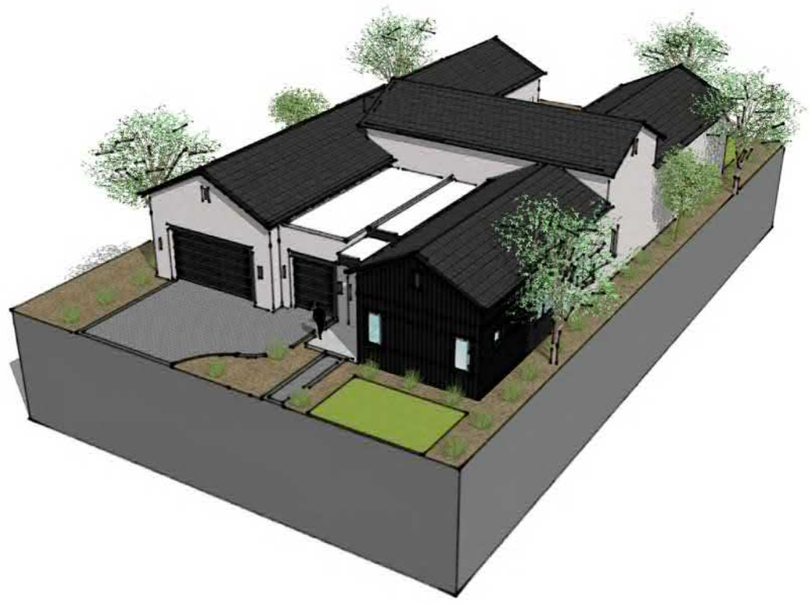
NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	AS NOTED
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS



3 AXON 3
SCALE: N.T.S.



1 AXON 1
SCALE: N.T.S.



4 AXON 4
SCALE: N.T.S.



2 AXON 2
SCALE: N.T.S.

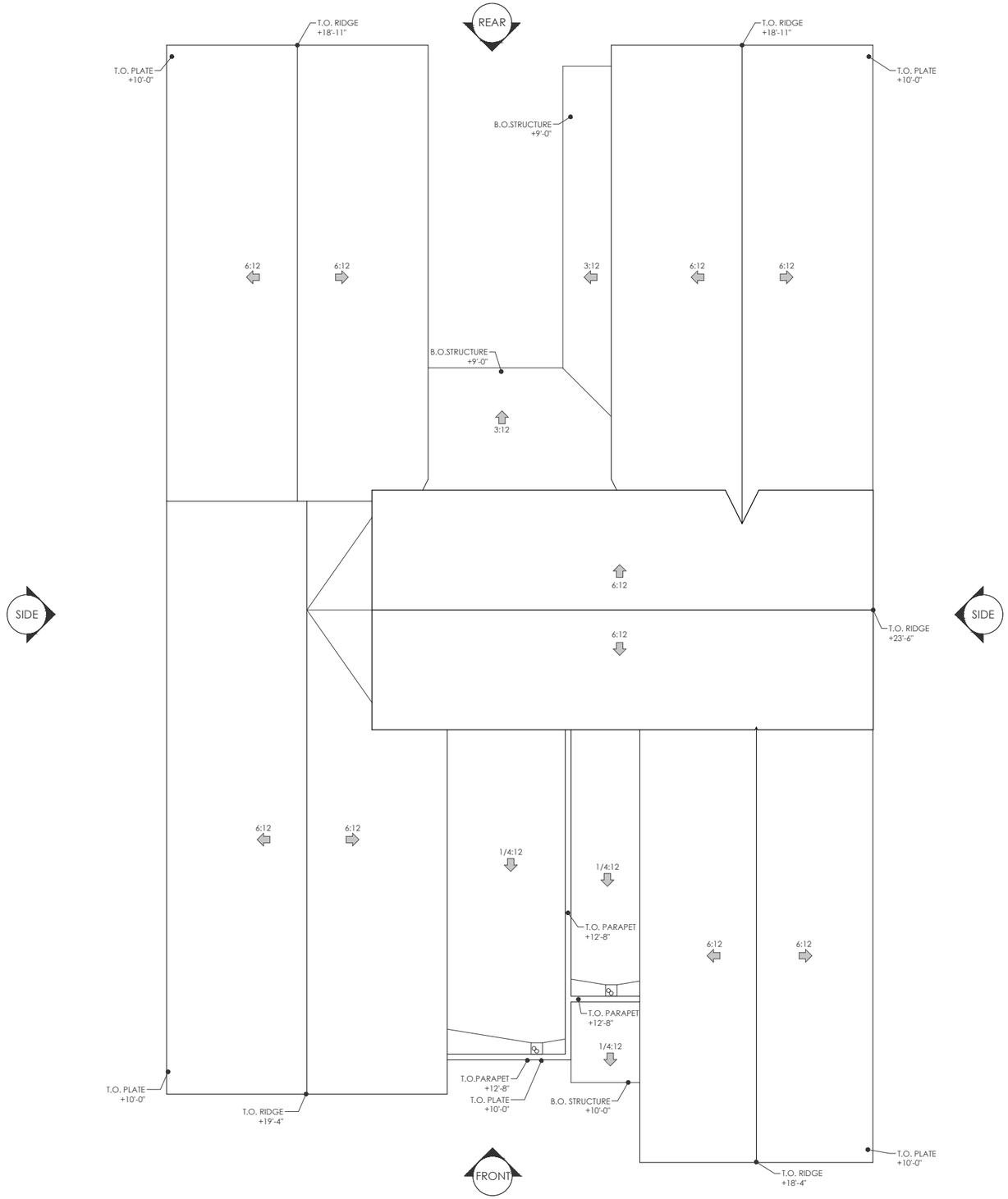
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SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING AXONOMETRICS



1 ROOF PLAN

SCALE: 1/4" - 1'- 0"

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SCOTTSDALE, AZ 85258
SHEAHOMES.COM
480.367.3701

SHEA HOMES
MAGNOLIA RESIDENCES

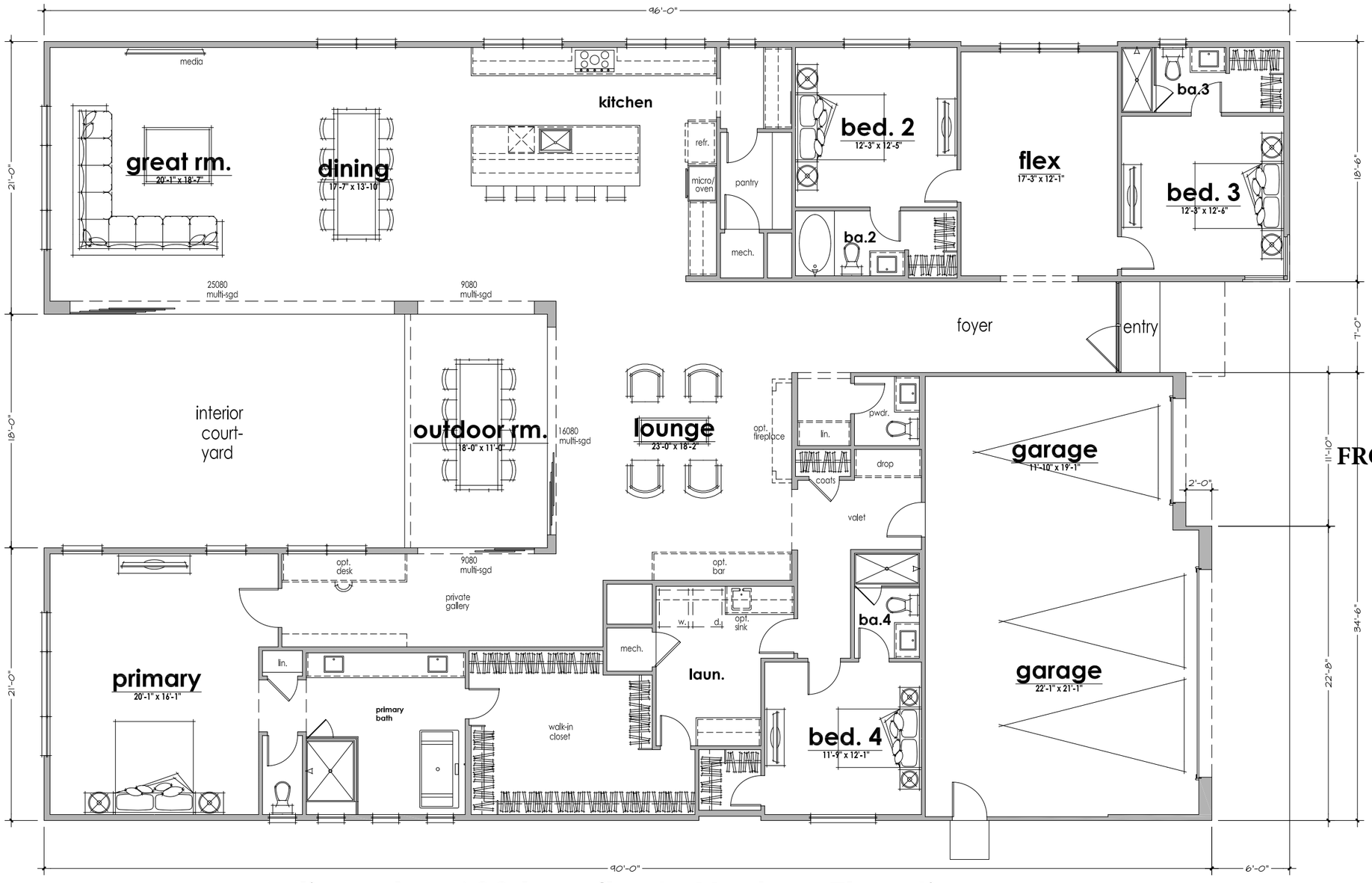
NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #

ROOF PLAN

RIGHT SIDE



REAR

FRONT

magnolia - plan 6004 - reflects Modern Elevation

LEFT SIDE

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6004 - MODERN

FRONT PERSPECTIVE

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

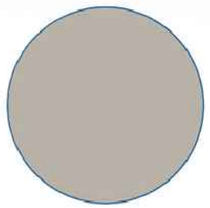
DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #

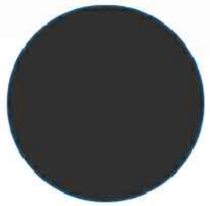
BUILDING PERSPECTIVE



STUCCO
SW 7023 - REQUISITE GRAY



STUCCO
SW 6991 - BLACK MAGIC



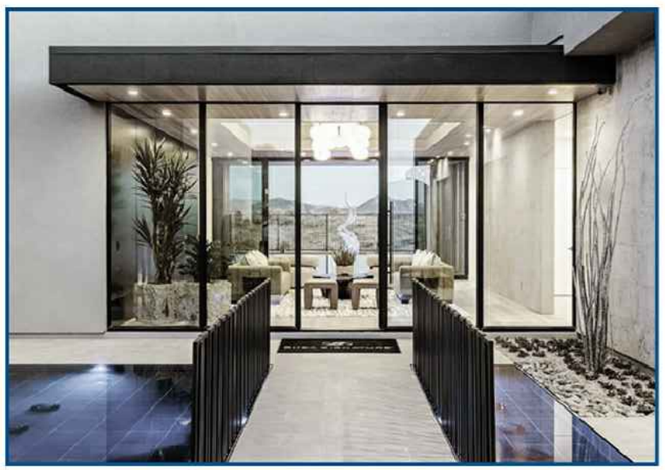
STONE VENEER
SOLSTICE STONE - PAMPLONA NOVO



DESIGN & MASSING
SIGNATURE AT STORYROCK



DESIGN & MATERIALITY
SIGNATURE AT STORYROCK



DESIGN & MATERIALITY
SIGNATURE AT STORYROCK



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SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

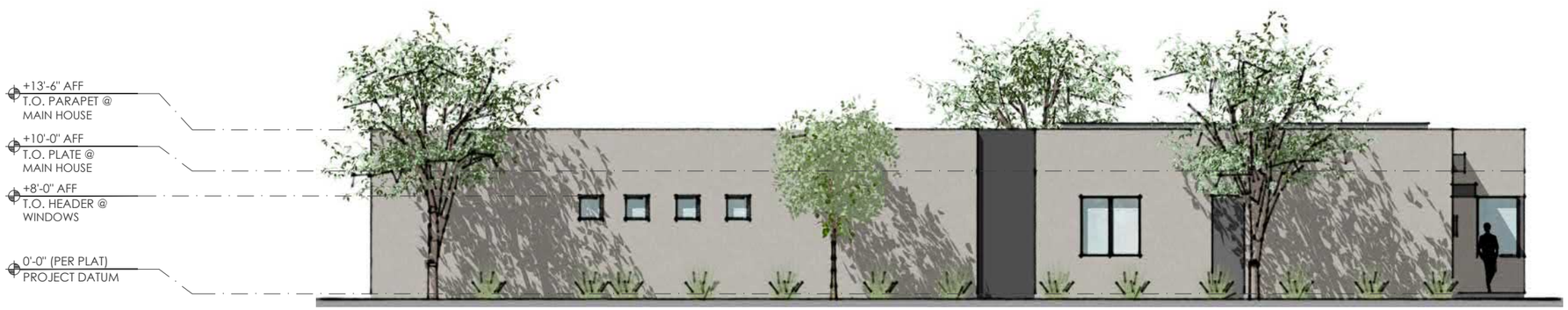
SHEET #

6004 - MODERN ELEVATION
MATERIALITY & DESIGN AESTHETIC

8800 N GAINEY CENTER DR, STE 350
SCOTTSDALE, AZ 85258
SHEAHOMES.COM
480.367.3701



1 FRONT ELEVATION
SCALE: 1/4" = 1' - 0"



2 SIDE ELEVATION - 1
SCALE: 1/4" = 1' - 0"

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	AS NOTED
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS

8800 N GAINEY CENTER DR, STE 350
SCOTTSDALE, AZ 85258
SHEAHOMES.COM
480.367.3701



1 FRONT ELEVATION
SCALE: NTS



2 SIDE ELEVATION - 1
SCALE: NTS

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	AS NOTED
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS

8800 N GAINEY CENTER DR, STE 350
SCOTTSDALE, AZ 85258
SHEAHOMES.COM
480.367.3701



3 REAR ELEVATION
SCALE: 1/4" = 1' - 0"



4 SIDE ELEVATION - 2
SCALE: 1/4" = 1' - 0"

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	AS NOTED
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS

8800 N GAINEY CENTER DR, STE 350
SCOTTSDALE, AZ 85258
SHEAHOMES.COM
480.367.3701



3 REAR ELEVATION
SCALE: NTS



4 SIDE ELEVATION - 2
SCALE: NTS

SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	AS NOTED
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING ELEVATIONS



3 AXON 3
SCALE: N.T.S.



1 AXON 1
SCALE: N.T.S.



4 AXON 4
SCALE: N.T.S.



2 AXON 2
SCALE: N.T.S.

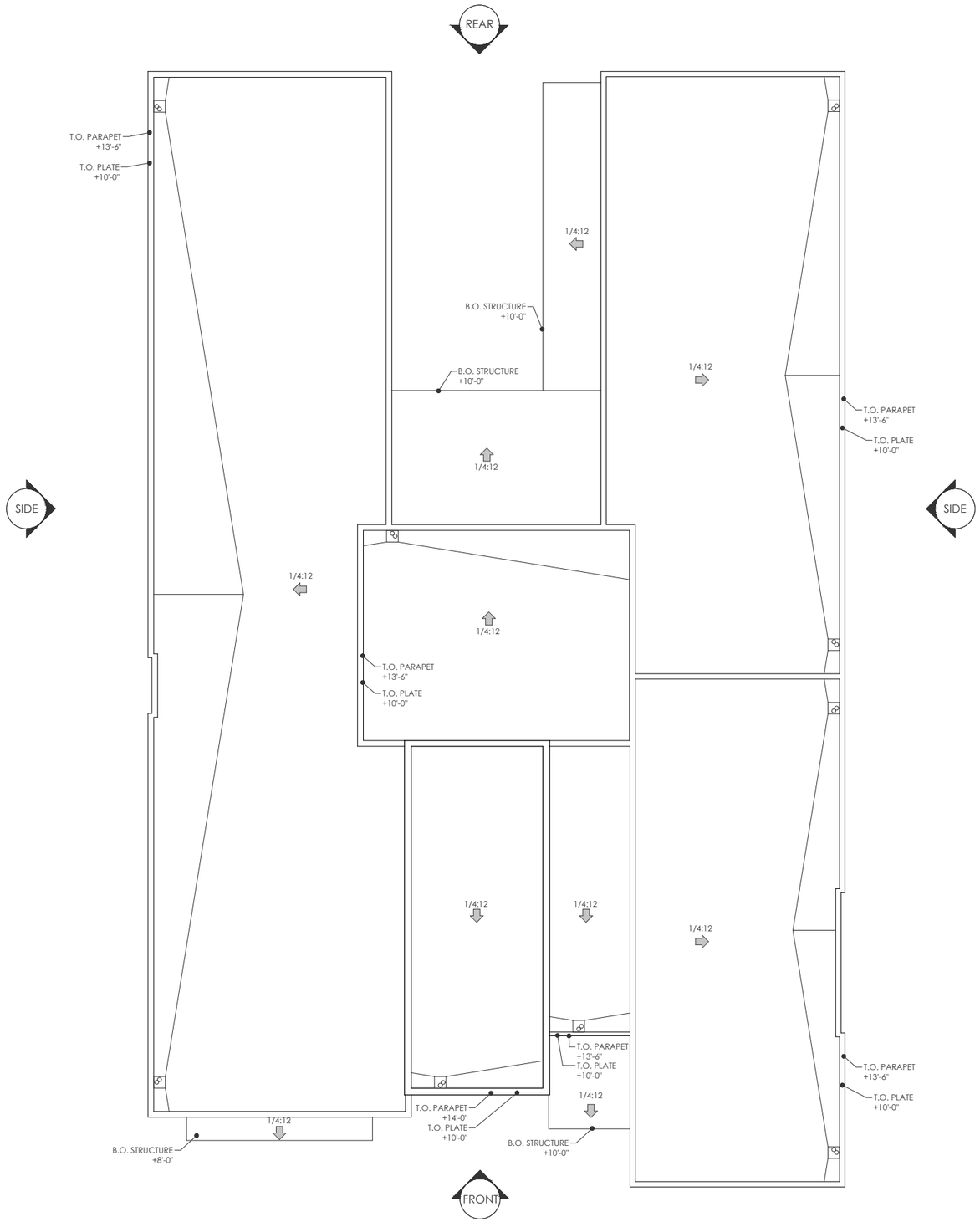
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SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
BUILDING AXONOMETRICS



1 ROOF PLAN
SCALE: 1/4" - 1'- 0"

8800 N GAINEY CENTER DR, STE 350
SCOTTSDALE, AZ 85258
SHEAHOMES.COM
480.367.3701

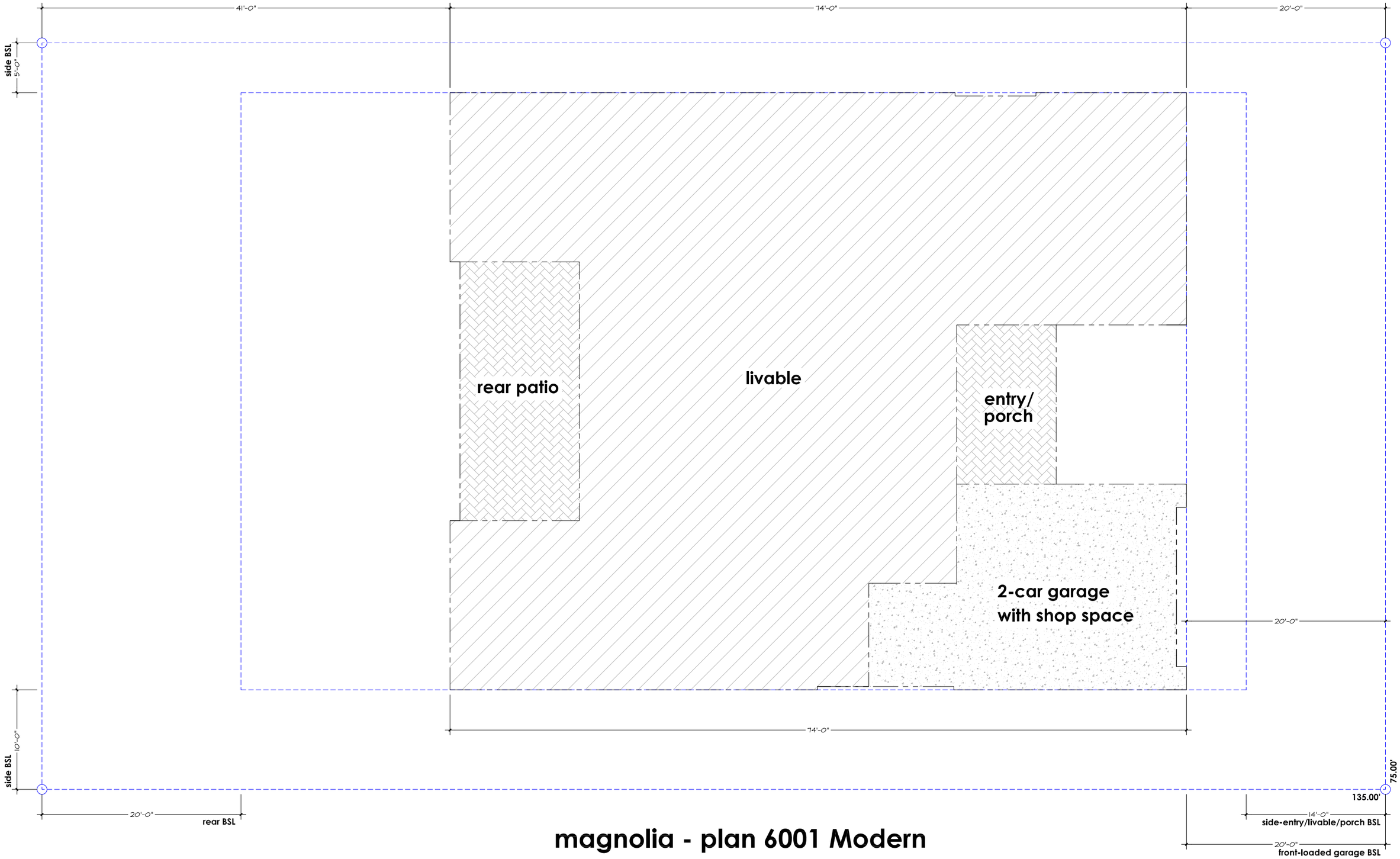
SHEA HOMES
MAGNOLIA RESIDENCES

NOT FOR CONSTRUCTION

DATE	JULY 15, 2024
SCALE	N.T.S.
ARCHITECT	SHEA HOMES
PROJECT #	N/A
DRAWN BY	TF
CHECKED BY	DM

SHEET #
ROOF PLAN

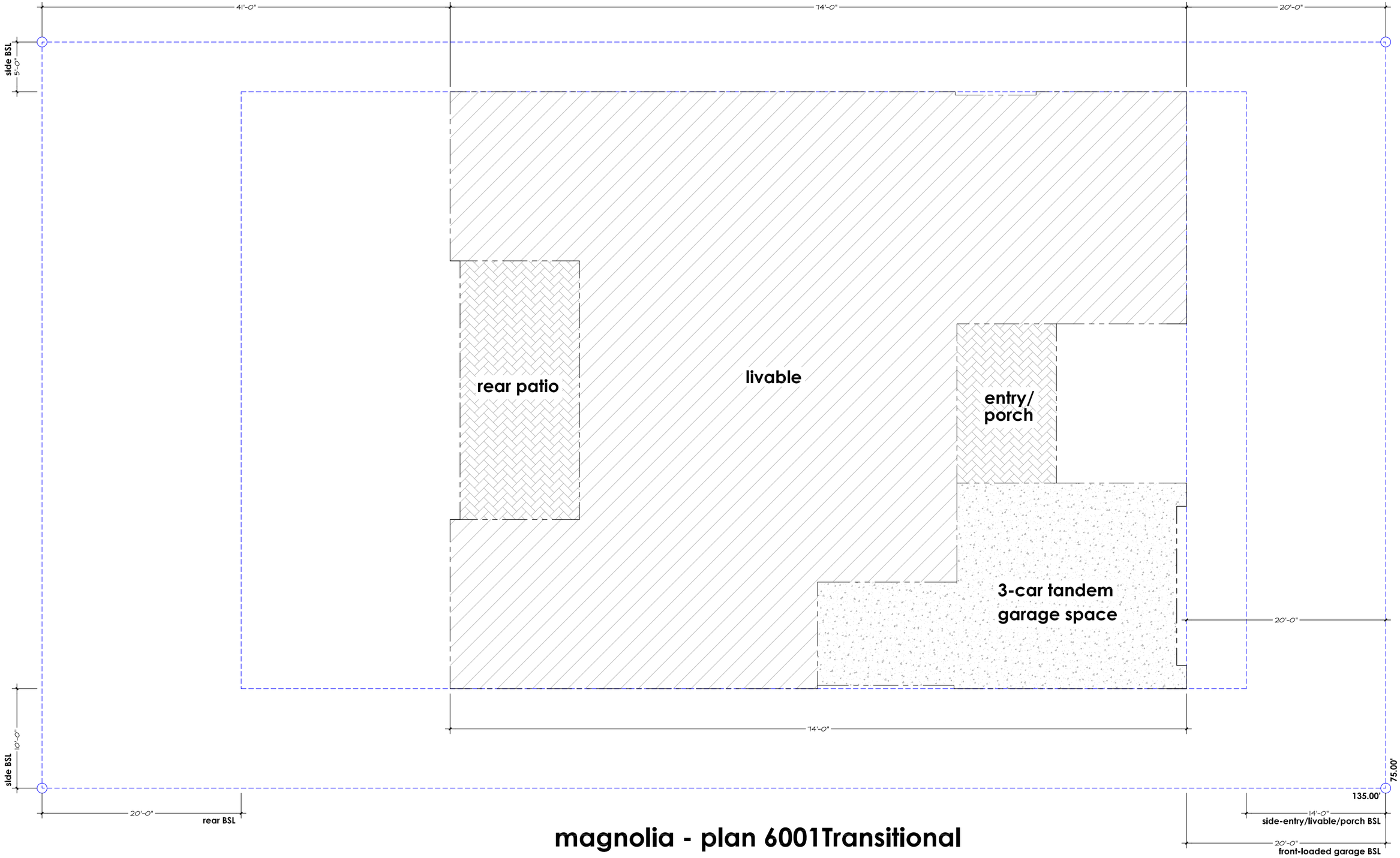
Magnolia Typical Site Plans



magnolia - plan 6001 Modern
"typical" site plan

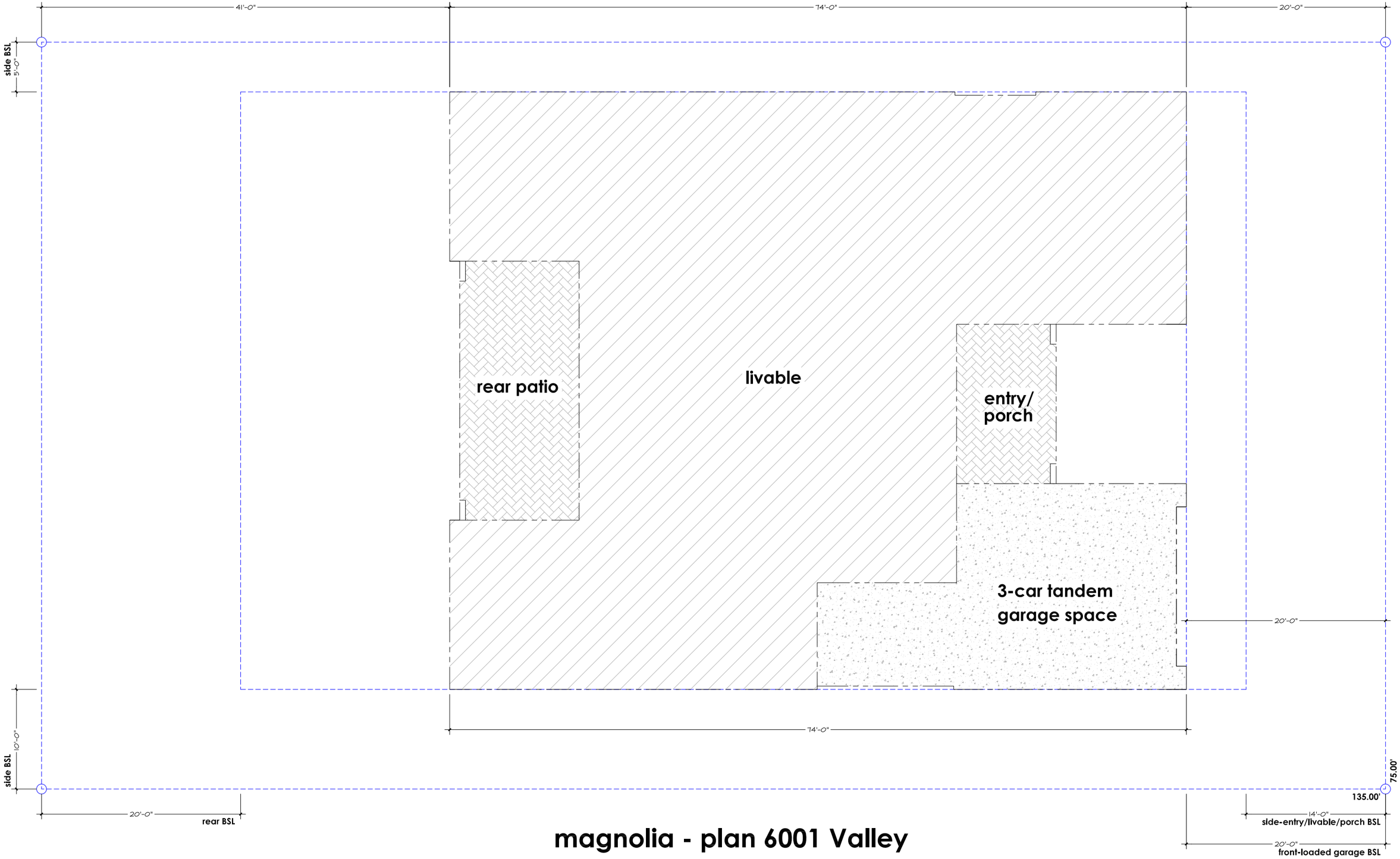
area calculations:

livable square footage:	3,157 sf
garage:	554 sf
covered rear patio:	312 sf
covered entry/porch:	160 sf
total footprint:	4,183 sf



magnolia - plan 6001Transitional
"typical" site plan

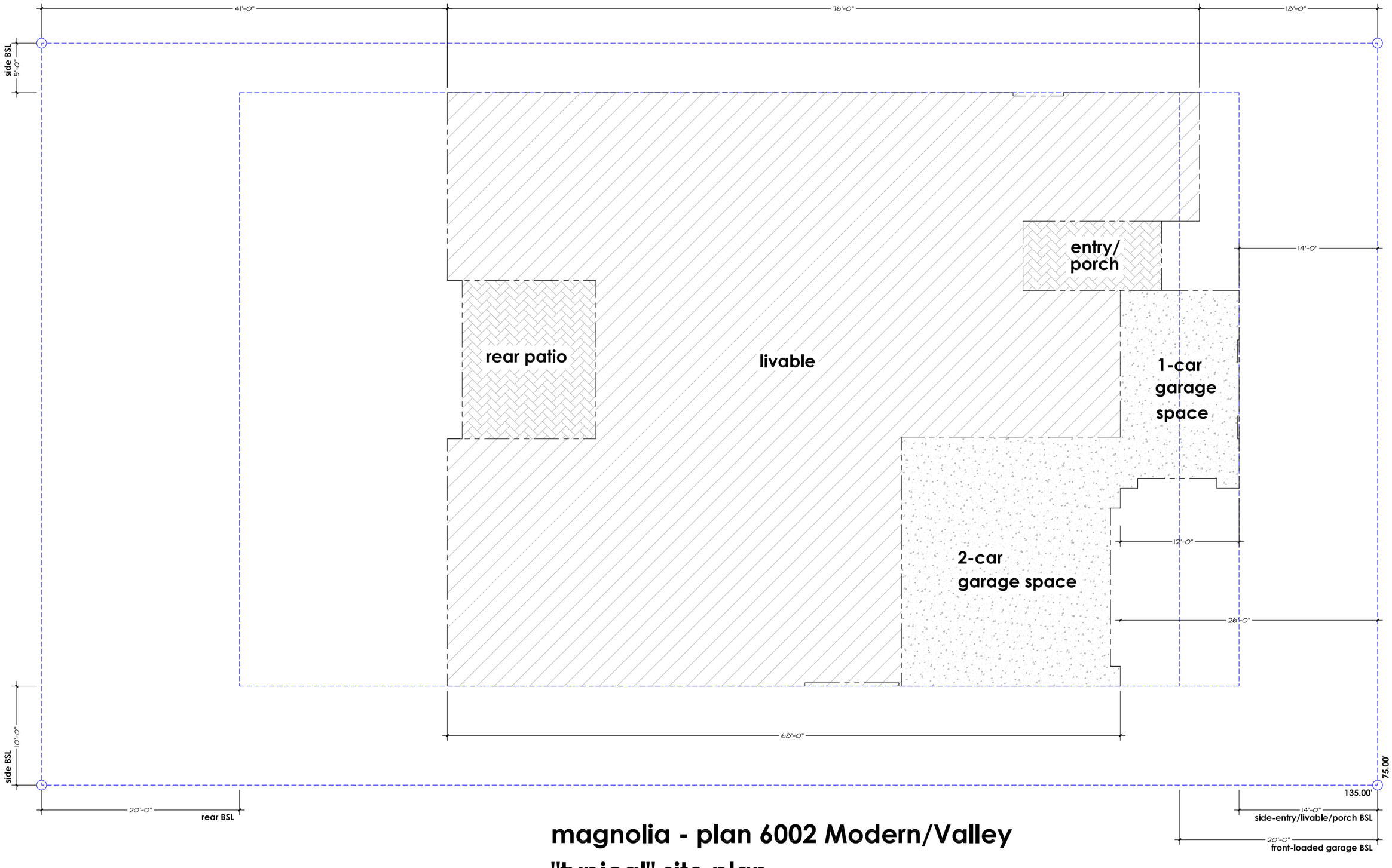
area calculations:	
livable square footage:	3,103 sf
garage:	608 sf
covered rear patio:	312 sf
covered entry/porch:	160 sf
total footprint:	4,183 sf



magnolia - plan 6001 Valley
"typical" site plan

area calculations:

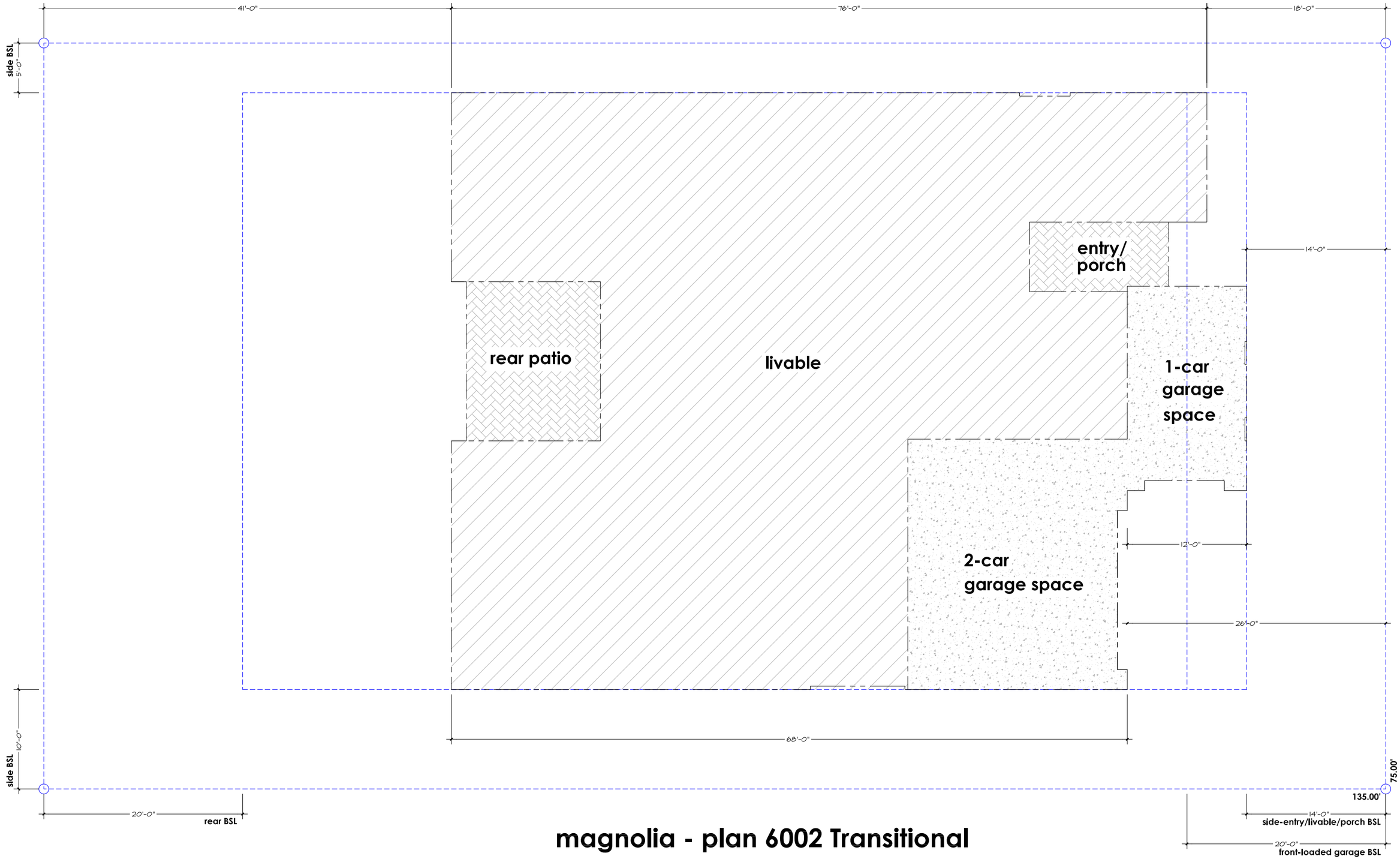
livable square footage:	3,103 sf
garage:	608 sf
covered rear patio:	312 sf
covered entry/porch:	160 sf
total footprint:	4,183 sf



magnolia - plan 6002 Modern/Valley
"typical" site plan

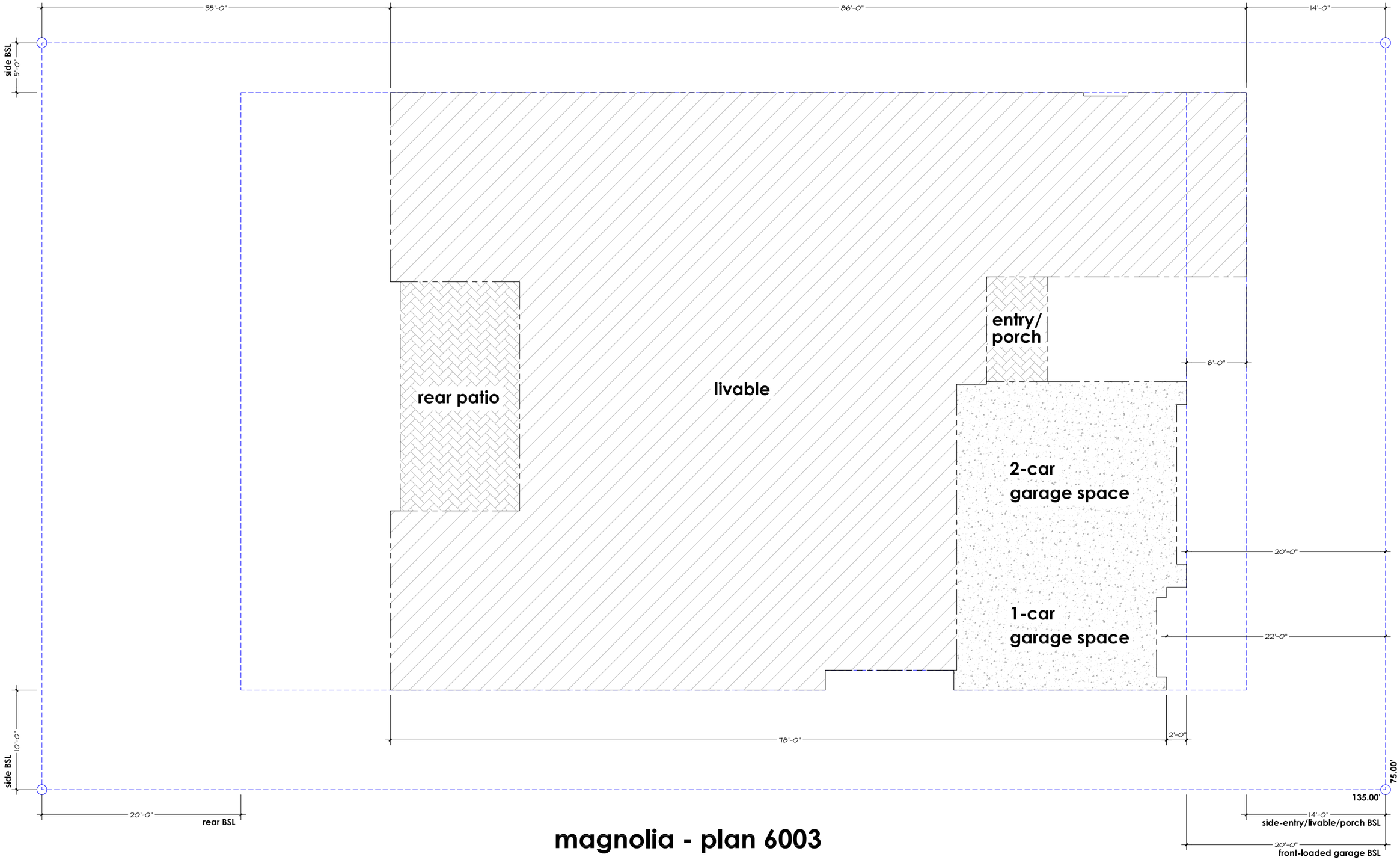
area calculations:

livable square footage:	3,314 sf
garage:	778 sf
covered rear patio:	216 sf
covered entry/porch:	98 sf
total footprint:	4,406 sf



magnolia - plan 6002 Transitional
"typical" site plan

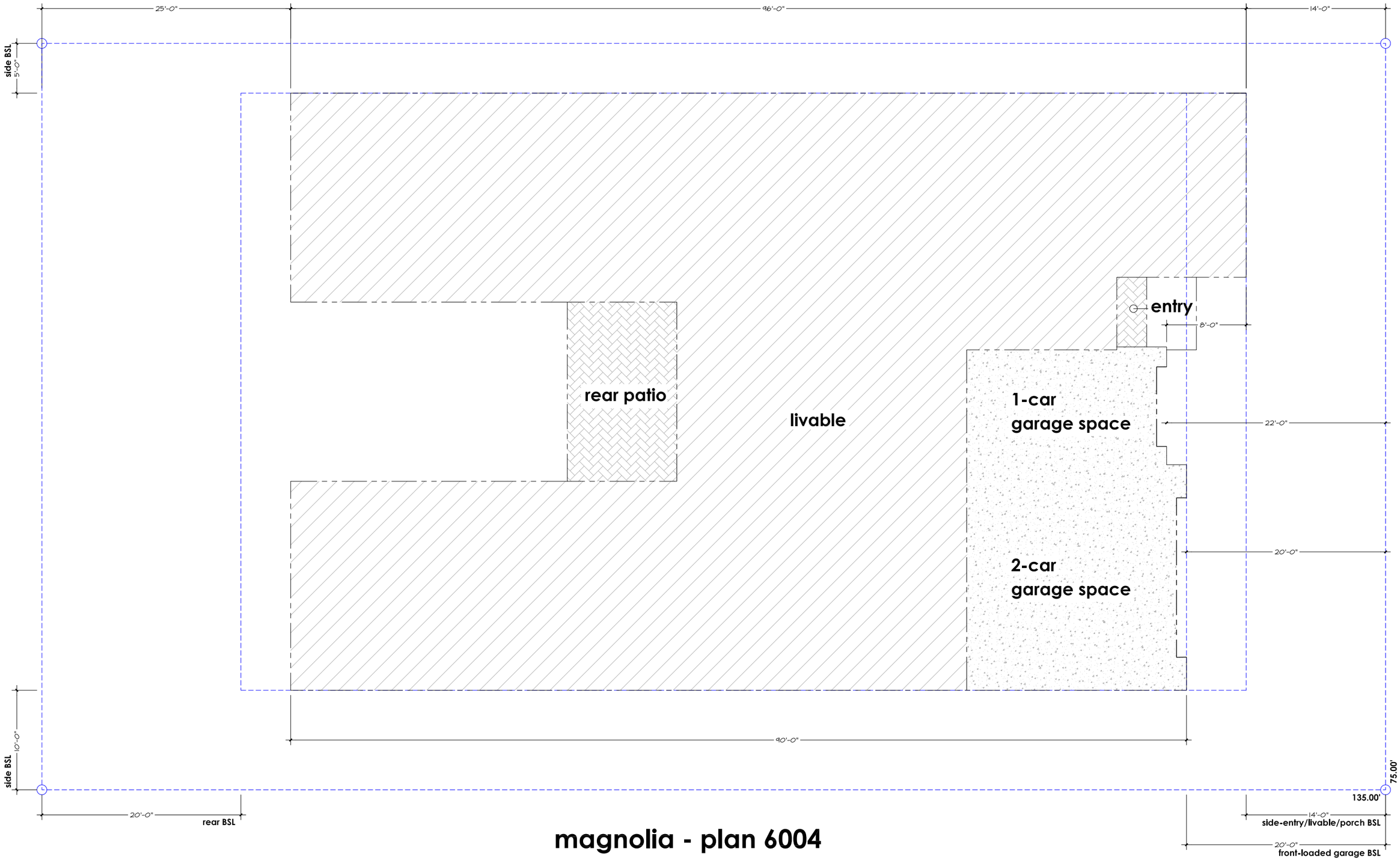
area calculations:	
livable square footage:	3,314 sf
garage:	784 sf
covered rear patio:	216 sf
covered entry/porch:	96 sf
total footprint:	4,410 sf



magnolia - plan 6003
"typical" site plan

area calculations:

livable square footage:	3,659 sf
garage:	673 sf
covered rear patio:	276 sf
covered entry/porch:	64 sf
total footprint:	4,672 sf



magnolia - plan 6004
"typical" site plan

area calculations:	
livable square footage:	4,006 sf
garage:	715 sf
covered rear patio:	198 sf
covered entry/porch:	21 sf
total footprint:	4,940 sf

Magnolia Lot Fit Matrix

Shea Homes — Magnolia - Chandler, AZ — Preiliminary Lot Fit Analysis

Lot #	C	Minimum Front S/B	Lot Area	Lot Width	Plan 6001	Max. % Coverage	Plan 6002	Max. % Coverage	Plan 6003	Max. % Coverage	Plan 6004	Max. % Coverage
1		14'/20'	10,013	75'	Y	41.78%	Y	44.00%	Y	46.66%	Y	49.34%
2		14'/20'	10,013	75'	Y	44.00%	Y	44.00%	Y	46.66%	Y	49.34%
3		14'/20'	10,012	75'	Y	44.01%	Y	44.01%	Y	46.66%	Y	49.34%
4		14'/20'	10,012	75'	Y	44.01%	Y	44.01%	Y	46.66%	Y	49.34%
5		14'/20'	10,012	75'	Y	44.01%	Y	44.01%	Y	46.66%	Y	49.34%
6		14'/20'	10,100	77'	Y	43.62%	Y	43.62%	Y	46.26%	Y	48.91%
7		14'/20'	10,078	77'	Y	43.72%	Y	43.72%	Y	46.36%	Y	49.02%
8		14'/20'	10,012	75'	Y	44.01%	Y	44.01%	Y	46.66%	Y	49.34%
9		14'/20'	10,012	75'	Y	44.01%	Y	44.01%	Y	46.66%	Y	49.34%
10		14'/20'	10,013	75'	Y	44.00%	Y	44.00%	Y	46.66%	Y	49.34%
11		14'/20'	10,013	75'	Y	44.00%	Y	44.00%	Y	46.66%	Y	49.34%
12		14'/20'	10,013	75'	Y	44.00%	Y	44.00%	Y	46.66%	Y	49.34%
13		14'/20'	10,125	75'	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
14		14'/20'	10,125	75'	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
15		14'/20'	10,060	76'	Y	43.80%	Y	43.80%	Y	46.44%	Y	49.11%
16		14'/20'	10,063	76'	Y	43.78%	Y	43.78%	Y	46.43%	Y	49.09%
17		14'/20'	10,097	75'	Y	43.64%	Y	43.64%	Y	46.27%	Y	48.93%
18		14'/20'	10,751	76'	Y	40.98%	Y	40.98%	Y	43.46%	Y	45.95%
19		14'/20'	10,420	76'	Y	42.28%	Y	42.28%	Y	44.84%	Y	47.41%
20		14'/20'	10,086	75'	Y	43.68%	Y	43.68%	Y	46.32%	Y	48.98%
21		14'/20'	10,063	76'	Y	43.78%	Y	43.78%	Y	46.43%	Y	49.09%
22		14'/20'	10,060	76'	Y	43.80%	Y	43.80%	Y	46.44%	Y	49.11%
23		14'/20'	10,125	75'	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
24		14'/20'	10,125	75'	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
25		14'/20'	10,236	77'	Y	43.04%	Y	43.04%	Y	45.64%	Y	48.26%
26		14'/20'	10,125	75"	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
27		14'/20'	10,125	75"	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
28		14'/20'	10,125	75"	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
29		14'/20'	10,125	75"	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
30		14'/20'	10,125	75"	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
31		14'/20'	10,125	75"	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
32		14'/20'	10,125	75"	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
33		14'/20'	10,125	75"	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
34		14'/20'	10,125	75"	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
35		14'/20'	10,125	75"	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
36		14'/20'	10,125	75"	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
37		14'/20'	10,125	75"	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
38		14'/20'	10,125	75"	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
39		14'/20'	10,174	77'	Y	43.31%	Y	43.31%	Y	45.92%	Y	48.56%
40		14'/20'	10,228	77'	Y	43.08%	Y	43.08%	Y	45.68%	Y	48.30%

Standard Footprint Areas

Plan 6001	4,183	42%
Plan 6002	4,406	44%
Plan 6003	4,672	47%
Plan 6003	4,940	49%
Max: 60% - 1 Story		
Max: 60% - 1 Story		
*Calced for typical smallest lot size - 10,013		

Plan Legend

Y - Plan fits with left or right driveway
N - Plan does not fit
L - Plan fits with a LEFT driveway only
R - Plan fits with a RIGHT driveway only
(d) - Won't fit due to plan depth
(w) - Won't fit due to plan width

Plan Dimensions

Plan 6001	60'-0"	x	74'-0"
Plan 6002	60'-0"	x	80'-0"
Plan 6003	60'-0"	x	86'-0"
Plan 6004	60'-0"	x	96'-0"

Building Setbacks Per Development Standards/PDP

Front	14'/20'
Sides	5'/10'
Rear	20'

Conditions Abbreviations

TF = Transformer
FH = Fire Hydrant
LP = Light Pole
(R) = Condition on Right Side of Lot
(L) = Condition on Left Side of Lot

Note:

Front Loaded Garage to maintain minimum 20'
Min. front setback from the back of sidewalk

DEVELOPMENT STANDARDS	PAD (PDP)
MINIMUM LOT WIDTH	70'
MINIMUM LOT DEPTH	130'
MINIMUM BUILDING COVERAGE	60%
MINIMUM FRONT YARD SETBACK*	*20'
MINIMUM SIDE YARD SETBACK**	**5'/10'
MINIMUM REAR YARD SETBACK	20'
MINIMUM STREET SIDE YARD SETBACK	10'
* FOR FORWARD-FACING GARAGES FRONT SETBACKS SHALL BE A MINIMUM TWENTY FEET (20 FT) MEASURED TO THE FACE OF THE GARAGE DOOR. FOR SIDE-LOADED GARAGES, PORCHES, OR LIVABLE SPACE, FRONT SETBACKS SHALL BE A MINIMUM OF FOURTEEN (14) FEET.	
** ARCHITECTURAL ELEMENTS AND/OR PROJECTIONS SHALL BE PERMITTED TO ENCROACH UP TO TWELVE (12) INCHES INTO FRONT AND SIDE YARD SETBACKS. HVAC UNITS AND REFUSE RECEPTACLES WILL BE ALLOWED IN THE SIDE YARDS, BUT NO CLOSER THAN THREE (3) FEET FROM THE PROPERTY LINE. LOTS 66 AND 79 SHALL HAVE A 5 FEET SIDE YARD SETBACK ON THE WEST SIDE OF THE LOTS AND 21 FEET SIDEYARD SETBACK ON THE EAST SIDE OF THE LOTS.	
***LOTS 6,7,18,19,25,39,40,54,55,65,66,79,80, AND 87 ARE LIMITED TO SINGLE STORY AND 20 FEET	
ACCESSORY BUILDING SETBACK PER ZONING CASE# PLH21-0050	

Magnolia Development Standards

- Magnolia Lot Fit Matrix (cont'd)

41		14'/20'	10,125	75"	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
42		14'/20'	10,125	75"	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
43		14'/20'	10,125	75"	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
44		14'/20'	10,125	75"	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
45		14'/20'	10,125	75"	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
46		14'/20'	10,125	75"	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
47		14'/20'	10,125	75"	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
48		14'/20'	10,125	75"	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
49		14'/20'	10,125	75"	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
50		14'/20'	10,125	75"	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
51		14'/20'	10,125	75"	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
52		14'/20'	10,125	75"	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
53		14'/20'	10,125	75"	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
54		14'/20'	10,195	77'	Y	43.22%	Y	43.22%	Y	45.83%	Y	48.46%
55		14'/20'	17,044	115.60'	Y	25.85%	Y	25.85%	Y	27.41%	Y	28.98%
56		14'/20'	16,573	114'	Y	26.59%	Y	26.59%	Y	28.19%	Y	29.81%
57		14'/20'	16,568	114'	Y	26.59%	Y	26.59%	Y	28.20%	Y	29.82%
58		14'/20'	16,563	114'	Y	26.60%	Y	26.60%	Y	28.21%	Y	29.83%
59		14'/20'	16,559	114'	Y	26.61%	Y	26.61%	Y	28.21%	Y	29.83%
60		14'/20'	16,554	114'	Y	26.62%	Y	26.62%	Y	28.22%	Y	29.84%
61		14'/20'	16,550	114'	Y	26.62%	Y	26.62%	Y	28.23%	Y	29.85%
62		14'/20'	16,545	114'	Y	26.63%	Y	26.63%	Y	28.24%	Y	29.86%
63		14'/20'	16,540	114'	Y	26.64%	Y	26.64%	Y	28.25%	Y	29.87%
64		14'/20'	16,536	114'	Y	26.64%	Y	26.64%	Y	28.25%	Y	29.87%
65		14'/20'	17,021	115.39',	Y	25.89%	Y	25.89%	Y	27.45%	Y	29.02%
66		14'/20'	11,549	86'	Y	38.15%	Y	38.15%	Y	40.45%	Y	42.77%
67		14'/20'	10,121	75'	Y	43.53%	Y	43.53%	Y	46.16%	Y	48.81%
68		14'/20'	10,125	75'	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
69		14'/20'	10,064	76'	Y	43.78%	Y	43.78%	Y	46.42%	Y	49.09%
70		14'/20'	10,060	76'	Y	43.80%	Y	43.80%	Y	46.44%	Y	49.11%

- Magnolia Lot Fit Matrix (cont'd)

71		14'/20'	10,125	75'	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
72		14'/20'	10,125	75'	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
73		14'/20'	10,125	75'	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
74		14'/20'	10,125	75'	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
75		14'/20'	10,060	76'	Y	43.80%	Y	43.80%	Y	46.44%	Y	49.11%
76		14'/20'	10,064	76'	Y	43.78%	Y	43.78%	Y	46.42%	Y	49.09%
77		14'/20'	10,125	75'	Y	43.52%	Y	43.52%	Y	46.14%	Y	48.79%
78		14'/20'	10,118	75'	Y	43.55%	Y	43.55%	Y	46.18%	Y	48.82%
79		14'/20'	11,904	86'	Y	37.01%	Y	37.01%	Y	39.25%	Y	41.50%
80		14'/20'	10,101	77'	Y	43.62%	Y	43.62%	Y	46.25%	Y	48.91%
81		14'/20'	10,013	75'	Y	44.00%	Y	44.00%	Y	46.66%	Y	49.34%
82		14'/20'	10,012	75'	Y	44.01%	Y	44.01%	Y	46.66%	Y	49.34%
83		14'/20'	10,012	75'	Y	44.01%	Y	44.01%	Y	46.66%	Y	49.34%
84		14'/20'	10,013	75'	Y	44.00%	Y	44.00%	Y	46.66%	Y	49.34%
85		14'/20'	10,012	75'	Y	44.01%	Y	44.01%	Y	46.66%	Y	49.34%
86		14'/20'	10,012	75'	Y	44.01%	Y	44.01%	Y	46.66%	Y	49.34%
87		14'/20'	10,076	77'	Y	43.73%	Y	43.73%	Y	46.37%	Y	49.03%
88		14'/20'	10,013	75'	Y	44.00%	Y	44.00%	Y	46.66%	Y	49.34%
89		14'/20'	10,013	75'	Y	44.00%	Y	44.00%	Y	46.66%	Y	49.34%
90		14'/20'	10,013	75'	Y	44.00%	Y	44.00%	Y	46.66%	Y	49.34%
91		14'/20'	10,013	75'	Y	44.00%	Y	44.00%	Y	46.66%	Y	49.34%
92		14'/20'	10,013	75'	Y	44.00%	Y	44.00%	Y	46.66%	Y	49.34%
93		14'/20'	10,013	75'	Y	44.00%	Y	44.00%	Y	46.66%	Y	49.34%

Magnolia Colors & Materials

Magnolia Colors & Materials
Scheme 1

SCHEME 1 MODERN ELEVATIONS



MAIN STUCCO BODY - MEDIUM SAND FINISHED
SHERWIN WILLIAMS - SW7023 REQUISITE GRAY



NATURAL STONE VENEER CHOICE 1:
SOLSTICE STONE - PAMPLONA NOVO
FINE COMBED



NATURAL STONE VENEER CHOICE 2:
SOLSTICE STONE- BEAUMONT OLD WORLD



ACCENT PAINT - GARAGE DOORS,
DECORATIVE AWNING FEATURES, WINDOW
RECESSES, SIDE ELEVATION RECESSES
SHERWIN WILLIAMS - SW6991 BLACK MAGIC



EXTERIOR DECORATIVE SIDING
JAMES HARDIE ARTISAN "ASPYRE" - HORIZONTAL INSTALL
NOTE: PAINTED ACCENT COLOR

SCHEME 1 TRANSITIONAL ELEVATIONS



FLAT TILE ROOF:
WESTLAKE ROYAL ROOFING - SAXONY 900 SHAKE
#1FKCN1430 - CHARCOAL BLEND



NATURAL STONE VENEER CHOICE 1:
SOLSTICE STONE- BEAUMONT OLD WORLD



NATURAL STONE VENEER CHOICE 2:
SOLSTICE STONE -CHARCOAL MIST

MAIN STUCCO BODY - MEDIUM SAND FINISHED
SHERWIN WILLIAMS - SW7570 EGRET WHITE



ACCENT PAINT - GARAGE DOORS,
DECORATIVE AWNING FEATURES, WINDOW
RECESSES, SIDE ELEVATION RECESSES
SHERWIN WILLIAMS - SW7505 MANOR HOUSE



EXTERIOR DECORATIVE SIDING
JAMES HARDIE ARTISAN "ASPYRE"- HORIZONTAL INSTALL
NOTE: PAINTED ACCENT COLOR

SCHEME 1 VALLEY ELEVATIONS



FLAT TILE ROOF:
WESTLAKE ROYAL ROOFING - SAXONY 900 SLATE
#1EJCS5360 - STONE MOUNTAIN DARK



EXTERIOR DECORATIVE SIDING
JAMES HARDIE ARTISAN "ASPYRE"- VERTICAL INSTALL
NOTE: PAINTED ACCENT COLOR



MAIN STUCCO BODY - MEDIUM SAND FINISHED
SHERWIN WILLIAMS - SW7023 REQUISITE GRAY



ACCENT PAINT - GARAGE DOORS,
DECORATIVE AWNING FEATURES, WINDOW
RECESSES, SIDE ELEVATION RECESSES
SHERWIN WILLIAMS - SW6991 BLACK MAGIC

Magnolia Colors & Materials
Scheme 2

SCHEME 2 MODERN ELEVATIONS

MAIN STUCCO BODY - MEDIUM SAND FINISHED
SHERWIN WILLIAMS - SW7570 EGRET WHITE



NATURAL STONE VENEER CHOICE 1:
SOLSTICE STONE - PAMPLONA NOVO
FINE COMBED



NATURAL STONE VENEER CHOICE 2:
SOLSTICE STONE- BEAUMONT OLD WORLD



ACCENT PAINT - GARAGE DOORS,
DECORATIVE AWNING FEATURES, WINDOW
RECESSES, SIDE ELEVATION RECESSES
SHERWIN WILLIAMS - SW7505 MANOR HOUSE



EXTERIOR DECORATIVE SIDING
JAMES HARDIE ARTISAN "ASPYRE"- HORIZONTAL INSTALL
NOTE: PAINTED ACCENT COLOR

SCHEME 2 TRANSITIONAL ELEVATIONS



FLAT TILE ROOF:
WESTLAKE ROYAL ROOFING - SAXONY 900 SHAKE
#1FKCN1430 - CHARCOAL BLEND



NATURAL STONE VENEER CHOICE 1:
SOLSTICE STONE- BEAUMONT OLD WORLD



NATURAL STONE VENEER CHOICE 2:
SOLSTICE STONE -CHARCOAL MIST



MAIN STUCCO BODY - MEDIUM SAND FINISHED
SHERWIN WILLIAMS - SW7036 ACCESSIBLE BEIGE



EXTERIOR DECORATIVE SIDING
JAMES HARDIE ARTISAN "ASPYRE"- HORIZONTAL IN
NOTE: PAINTED ACCENT COLOR



ACCENT PAINT 1 - GARAGE DOORS,
DECORATIVE AWNING FEATURES, WINDOW
RECESSES



ACCENT PAINT 2 - SIDE ELEVATION RECESSES
SHERWIN WILLIAMS - SW7038 TONY TAUPE

SCHEME 2 VALLEY ELEVATIONS



FLAT TILE ROOF:
WESTLAKE ROYAL ROOFING - SAXONY 900 SLATE
#1FJCS5360 - STONE MOUNTAIN DARK



EXTERIOR DECORATIVE SIDING
JAMES HARDIE ARTISAN "ASPYRE" - VERTICAL INSTALL
NOTE: PAINTED ACCENT 1 COLOR



MAIN STUCCO BODY - MEDIUM SAND FINISHED
SHERWIN WILLIAMS - SW7648 BIG CHILL



ACCENT PAINT 1 - GARAGE DOORS,
DECORATIVE AWNING FEATURES, WINDOW
RECESSES
SHERWIN WILLIAMS - SW6991 BLACK MAGIC



ACCENT PAINT 2 - SIDE ELEVATION RECESSES
SHERWIN WILLIAMS - SW7023 REQUISITE GRAY

Magnolia Colors & Materials
Scheme 3

SCHEME 3 MODERN ELEVATIONS



MAIN STUCCO BODY - MEDIUM SAND FINISHED
SHERWIN WILLIAMS - SW7038 TONY TAUPE



NATURAL STONE VENEER CHOICE 1:
SOLSTICE STONE - PAMPLONA NOVO
FINE COMBED



NATURAL STONE VENEER CHOICE 2:
SOLSTICE STONE- BEAUMONT OLD WORLD



ACCENT PAINT - GARAGE DOORS,
DECORATIVE AWNING FEATURES, WINDOW
RECESSES, SIDE ELEVATION RECESSES
SHERWIN WILLIAMS - SW7505 MANOR HOUSE



EXTERIOR DECORATIVE SIDING
JAMES HARDIE ARTISAN "ASPYRE" - HORIZONTAL INSTALL
NOTE: PAINTED ACCENT COLOR

SCHEME 3 TRANSITIONAL ELEVATIONS



FLAT TILE ROOF:
WESTLAKE ROYAL ROOFING - SAXONY 900 SHAKE
#1FKCN1430 - CHARCOAL BLEND



NATURAL STONE VENEER CHOICE 1:
SOLSTICE STONE- BEAUMONT OLD WORLD



NATURAL STONE VENEER CHOICE 2:
SOLSTICE STONE -CHARCOAL MIST



MAIN STUCCO BODY - MEDIUM SAND FINISHED
SHERWIN WILLIAMS - SW7038 TONY TAUPE



EXTERIOR DECORATIVE SIDING
JAMES HARDIE ARTISAN "ASPYRE" - HORIZONTAL IN
NOTE: PAINTED ACCENT COLOR



ACCENT PAINT - GARAGE DOOR, ENTRY DOOR,
DECORATIVE AWNING FEATURES, WINDOW
RECESSES, SIDE ELEVATION RECESSES
SHERWIN WILLIAMS - SW7505 MANOR HOUSE

SCHEME 3 VALLEY ELEVATIONS



FLAT TILE ROOF:
WESTLAKE ROYAL ROOFING - SAXONY 900 SLATE
#1FJCS5360 - STONE MOUNTAIN DARK



EXTERIOR DECORATIVE SIDING
JAMES HARDIE ARTISAN "ASPYRE" - VERTICAL INSTALL
NOTE: PAINTED ACCENT COLOR

MAIN STUCCO BODY - MEDIUM SAND FINISHED
SHERWIN WILLIAMS - SW7004 SNOWBOUND



ACCENT PAINT - GARAGE DOORS,
DECORATIVE AWNING FEATURES, WINDOW
RECESSES, SIDE ELEVATION RECESSES
SHERWIN WILLIAMS - SW6991 BLACK MAGIC

- colors & materials

garage door choices - all elevation styles:



AMARR
model LI2000 - LINCOLN FLUSH PANEL -
OR EQUAL



wayne dalton
model 8800 w/
dark bronze anodized aluminum
& white laminated privacy glass - OR EQUAL

exterior light fixtures-
all elevation styles:



GENERATION LIGHTING
model 8831702-10

glass entry door & sidelite -
all elevation styles:



- colors & materials

paver driveway
alternative



belgard hardscapes
cambridge cobble
classic collection
"desert blend"
(OR EQUAL/SIMILAR)

Pavers are standard on all plans and elevations

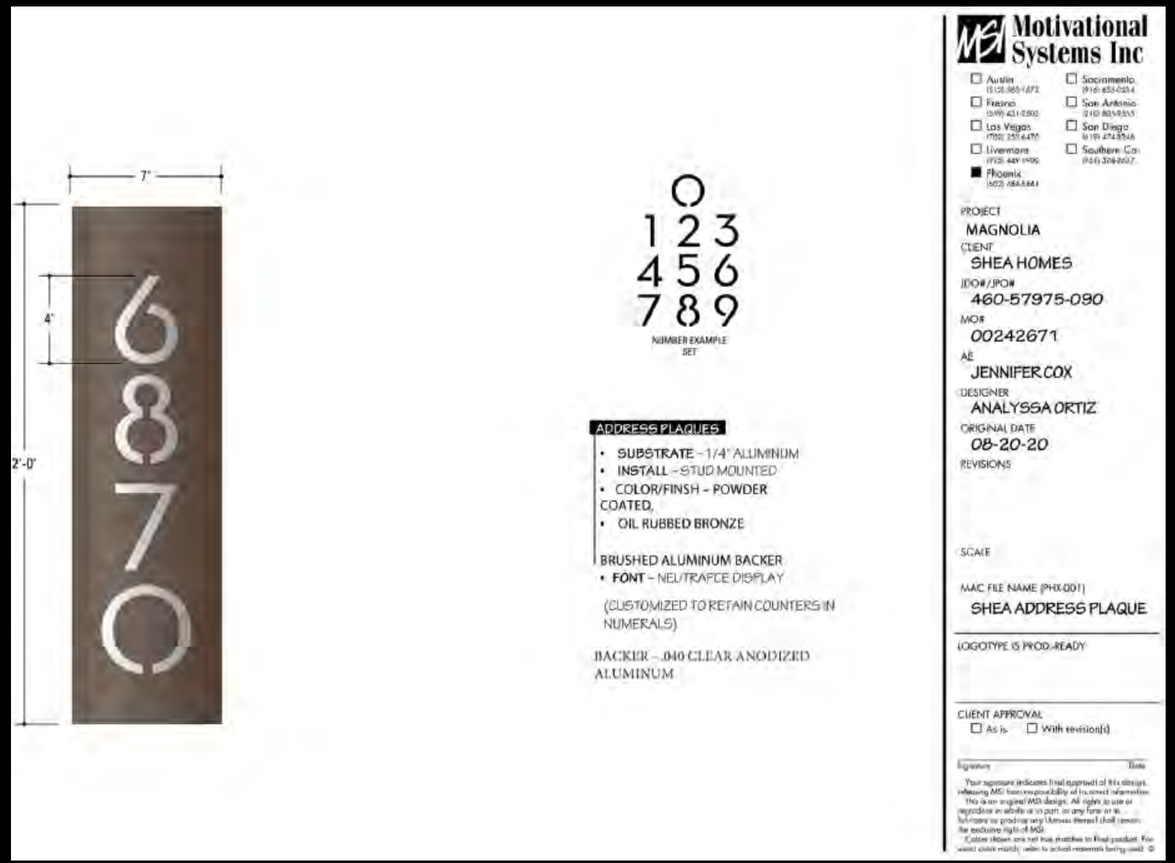
- colors & materials

medium sand
finish stucco



(all elevations)

- colors & materials



CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 24-044

Date:	September 12, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Andy Bass, Deputy City Manager Kevin Snyder, Development Services Director
From:	Darsy Omer, Associate Planner
Subject:	PLH24-0009 Chandler and Cooper Retail - Shops A
Request:	Request Preliminary Development Plan approval for a new drive-through building
Location:	Northwest corner of Cooper Road and Chandler Boulevard
Applicant:	Brennan Ray, Burch & Cracchiolo, P.A.

Proposed Motion:

Move City Council approve Preliminary Development Plan PLH24-0009 Chandler and Cooper Retail - Shops A, for a new drive-through building, subject to the conditions as recommended by Planning and Zoning Commission.

Background Data:

- Subject site is approximately 0.83 acres
- In 1987, the subject site received conceptual zoning for commercial uses as part of the Tradition East master plan
- In 2005, a preliminary development plan (PDP) was approved for site layout and building architecture for a grocery-anchored shopping center
- The subject vacant site was approved for inline shops that would be physically connected to the Walmart building
- The request includes adding a drive-thru that will intensify traffic on the site and split the pedestrian walkway that was originally intended to connect the inline shops to Walmart
- A Preliminary Development Plan is required, as a drive-thru presents a substantial departure from the approved plans

Surrounding Land Use Data:

North	PAD for single-family residential	South	PAD for commercial uses, then Chandler Boulevard
East	Cooper Road	West	Same PAD for commercial uses

Proposed Development:

Proposed Use	Restaurant
Building Size	3,350 S.F.
Parking Required	37 spaces
Parking Provided	37 spaces

Review and Recommendation:

In 2005, a PDP for the grocery-anchored shopping center was brought before City Council and received substantial neighborhood opposition due to the request for the three drive-thru uses (a fast food restaurant, a bank, and the Walmart pharmacy). The neighbors were concerned with the noise that would be produced by the drive-thrus, the proximity of Walmart to their homes, and the noise that delivery trucks might make.

In the 2005 PDP, the subject site was approved for inline shops to be physically connected to the Walmart building and share a pedestrian sidewalk. A proposal to build inline shops as originally approved would have allowed staff to review the request administratively. In contrast, this proposal physically separates the new building from the Walmart with a drive-thru, disconnects the pedestrian walkway to Walmart, and creates a potential hazard for pedestrians. As such, the Planning & Zoning Commission has recommended additional stipulations to mitigate the potential for pedestrian-vehicle conflicts.

The proposed building is a 3,350 sq. ft. restaurant with a drive-through located on a vacant pad site abutting the east side of the existing Wal-Mart Neighborhood Market. While the building could conceivably be divided into smaller tenant spaces in the future, the proposal is for a single tenant to occupy the entire building. The proposed architecture style, materials and colors match the theme of the overall center. This includes the roof element over the main entrance and other architectural features that break up the building massing. Materials include stucco, stone and metal elements; a variety of neutral colors such as tan, sand and white tones are utilized to match the theme.

The entrance and the exit to the drive-through are both located off the main

east-west driveway in front of the Walmart that connects directly to Cooper Road. As proposed, vehicles would enter the drive-thru on the east side of the building and exit on the west side, in-between the new building and the existing Walmart. The drive-through exit aligns with a north-south driveway that runs along the west side of an existing Burger King and connects directly to Chandler Boulevard. Thus, traffic to and from the proposed drive-through would likely use the aforementioned east-west and north-south driveways. Per the City Transportation Engineer, a deceleration lane will be added on southbound Cooper Road to accommodate additional traffic generated by the new drive-thru business.

Public / Neighborhood Notification

- The request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting sign was posted on the site and on social media via NextDoor.
- A neighborhood meeting was held on May 6, 2025. No one attended other than the applicant and staff.
- As of the writing of this memo, Planning staff is not aware of any opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting August 21, 2024
Motion to Approve

In Favor: 5 Opposed: 0 Absent: 2 (Koshiol and Barichello)

Planning and Zoning Commission determined that the proposed drive-thru would be acceptable after adding a stipulation to construct a raised speed table where the drive-thru exit intersects with the pedestrian sidewalk, as well as expand the textured paving at pedestrian crosswalks from 5 to 9 feet to bring greater attention to and increase safety at pedestrian crosswalks.

Recommended Conditions of Approval

Planning and Zoning Commission recommends City Council approve the Preliminary Development Plan (PDP), subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled “PLH24-0009 Development Booklet" and kept on file in the City of Chandler Planning Division, in File No. PLH24-0009 Chandler and Cooper Retail - Shops A, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as

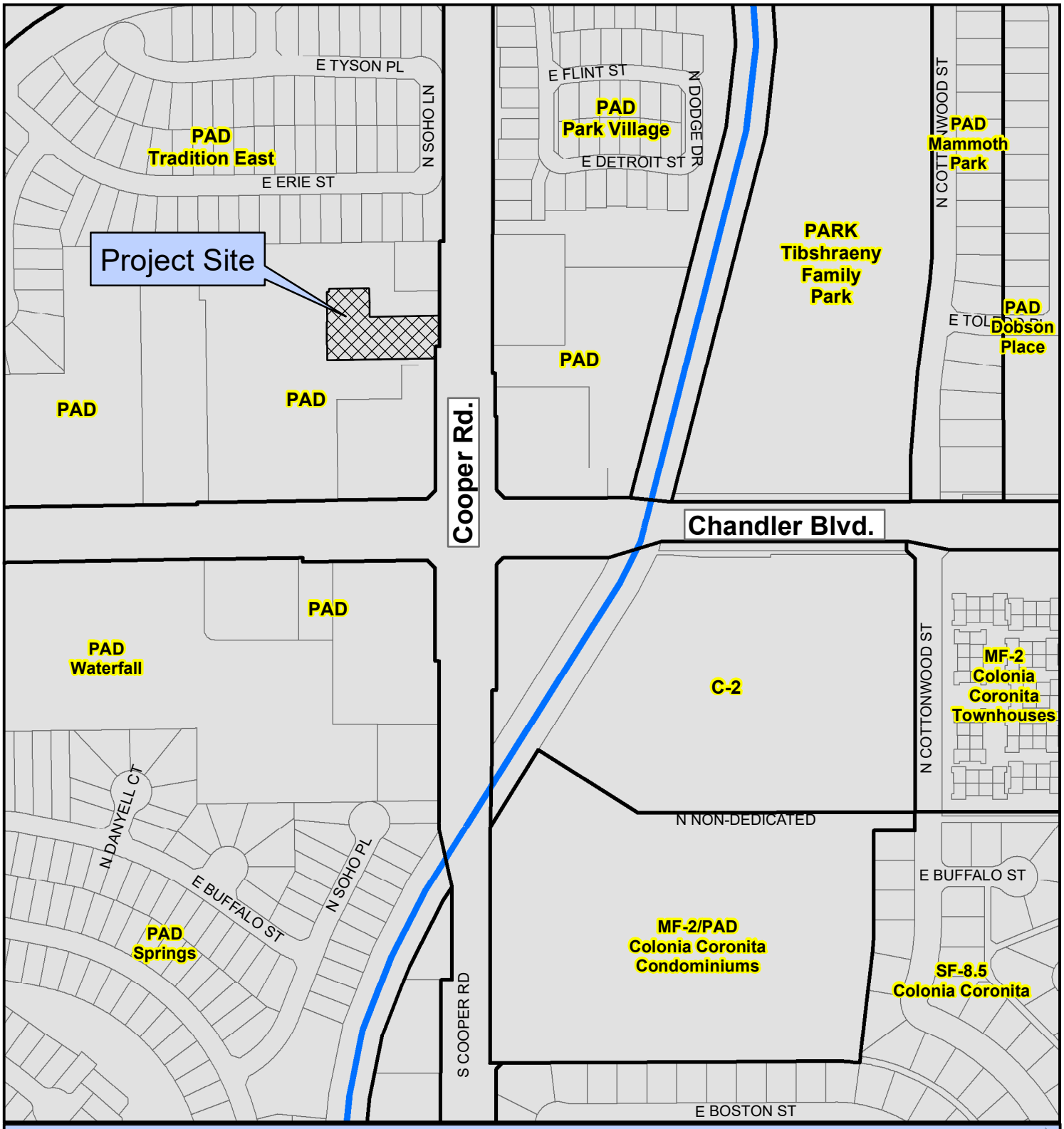
thereafter amended, modified or supplemented by the Chandler City Council.

2. Two canopies shall be provided over the drive-through lane between the existing Walmart and the proposed building as shown in the site plan and shall match the architectural theme of the center.
3. Decorative paving and pedestrian crossing signs shall be provided at each of the two drive-through and sidewalk intersections.
4. The site shall be maintained in a clean and orderly manner.
5. All signage shall be reviewed under a separate permit and comply with the City of Chandler's Sign Code.
6. Completion of the construction of all required off-site street improvements, including but not limited to paving, landscaping, curb, gutter and sidewalks, deceleration lanes, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.
7. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.
8. The applicant shall work with staff to incorporate a raised speed table at the drive-through exit and incorporate 9-foot wide textured paving adjacent to all pedestrian crossings.

Attachments

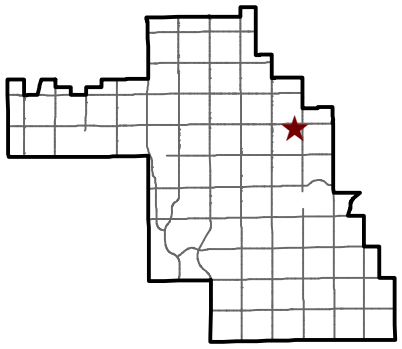
Vicinity Maps

Development Booklet



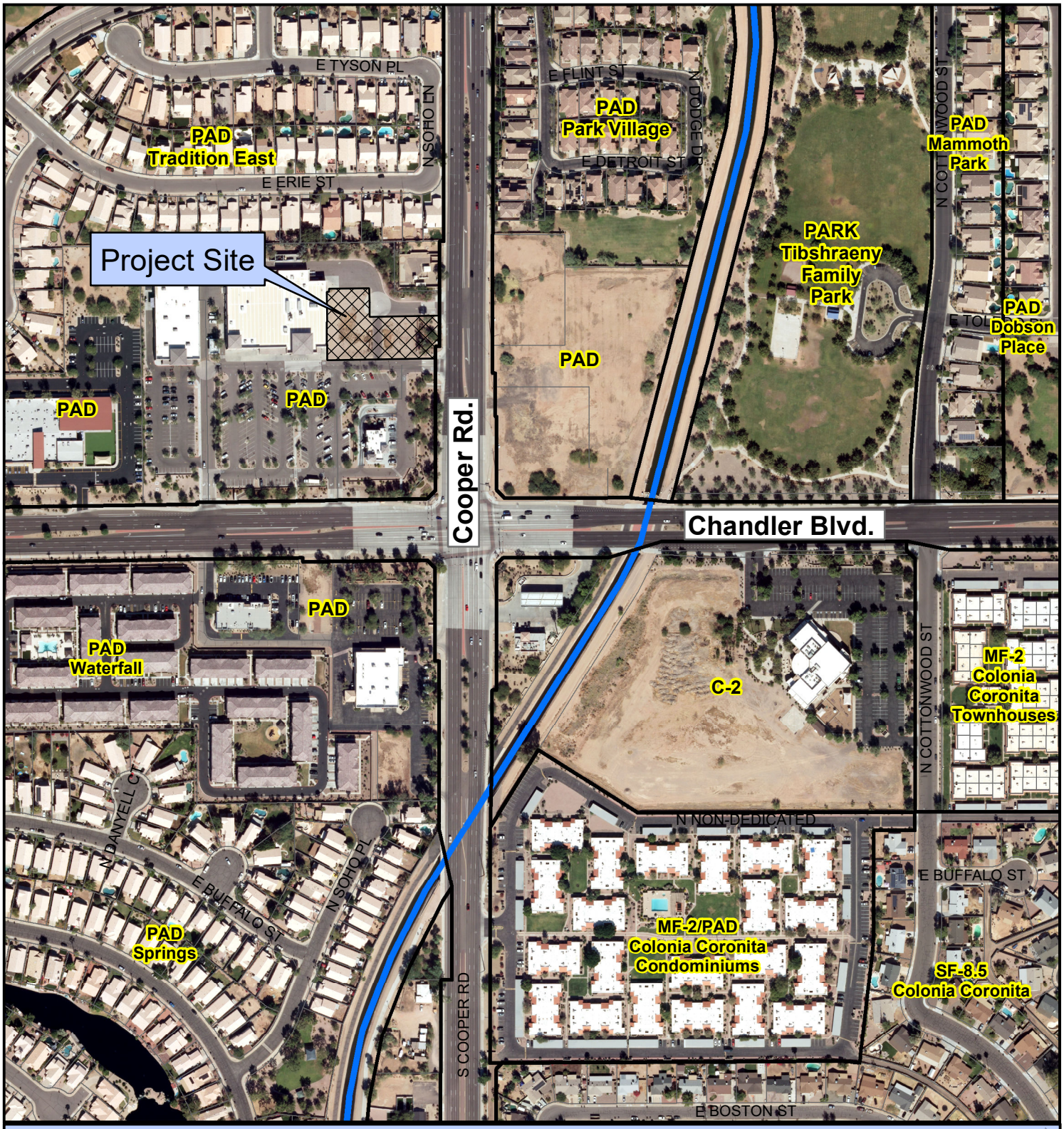
PLH24-0009 Chandler and Cooper Retail/Shops A

Proposed Project Details
Request Preliminary Development Plan for a drive-thru building



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City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning

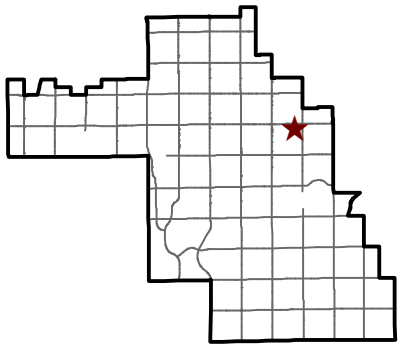


PLH24-0009 Chandler and Cooper Retail/Shops A

N

Proposed Project Details

Request Preliminary Development Plan for a drive-thru building



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City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning

Preliminary Development Plan

Amendment

for

Cooper Park Marketplace – Shops A

North of the Northwest Corner of Chandler Boulevard & Cooper Road

by:

Diversified Partners, LLC

Case No: PLH24-0009

Submitted: March 19, 2024
Updated: July 16, 2024
Updated: August 12, 2024

TABLE OF CONTENTS

I. Introduction 1

II. Site, Surrounding Area, and Existing Zoning 1

III. Proposed Preliminary Development Plan 1

A. Site Layout 1

B. Architecture 2

C. Landscaping 2

IV. Project Team 2

V. Conclusion 2

TABLE OF EXHIBITS

Exhibit No.	Description
1	Aerial Map
2	Site Comparison
3	Site Plan
4	Building Elevations
5	Color & Materials Board
6	Illustrative Landscape Plan
7	Preliminary Grading & Drainage Plan

DIVERSIFIED PARTNERS

I. INTRODUCTION

Diversified Partners ("Diversified") is the proposed developer of approximately 0.83 acres located north of the northwest corner of Chandler Boulevard and Cooper Road (the "Site"). ***See Exhibit 1, Aerial Map***. This very challenging, infill site is part of a larger commercial development known as "Cooper Park Marketplace" that has developed with a Wal-Mart Neighborhood Market, Goodwill, Basis Charter School, and a Burger King. The Site was identified in the 2005 Planned Area Development and Preliminary Development Plan approvals as a 6,650 square-foot shops building ("Shops A") that was to be developed next to the Wal-Mart. Since Cooper Park Marketplace was approved, the largest growth periods in commercial and residential real estate (2005 – 2008 and 2010 – 2022) have occurred yet the shops space never developed. Almost twenty years after the original approval, it is necessary to reevaluate the vision for this undeveloped, infill parcel and find a viable and sustainable solution for this vacant, challenging Site. Diversified seeks to amend the 2005 Preliminary Development Plan for an approximately 3,350-square-foot drive-thru restaurant with complementary architecture and landscaping to the existing center.

This use is appropriate for the area, center, and Site—which was designated for retail uses. Given the reduction in intensity from what was originally approved to what has been built in the overall center today, the addition of this drive-thru use—where only retail was planned—does not overwhelm the center or add an inappropriate intensity. Further, this Site, located near the intersection of two arterial roads, is appropriate for a drive-thru use. Overall, this proposed development will make good use of this underutilized Site that has failed to be developed despite its commercial zoning.

II. SITE, SURROUNDING AREA, AND EXISTING ZONING

The Site is designated on the City's General Plan as Neighborhoods. The Neighborhoods designation allows a variety of residential and non-residential uses.

The Site is zoned PAD and designated for retail uses and designated on the PDP as "Shops A." Per the 2005 approval, Cooper Park Marketplace was envisioned as a retail and office center. In addition to the Wal-Mart and "Shops A", additional commercial and office pads were contemplated ("Pads A, B, and C" and "Offices A, B, C, D, and E"). No office uses have developed, being replaced with a charter school and a Goodwill and Burger King that was developed on the commercial portion. ***See Exhibit 2, Site Comparison***. The center has developed inconsistently with what was originally approved and envisioned. It is necessary to reinvision what is appropriate and suitable for the last developable portion of the center because of the significant changes in what was approved versus what exists today. This request will allow for this challenging Site to be developed with a sustainable use and will complete the center in a way that is complimentary and beneficial to the center and area.

III. PROPOSED PRELIMINARY DEVELOPMENT PLAN

A. Site Layout

This proposed development is designed to be compatible and complimentary to the existing development. ***See Exhibit 3, Site Plan.*** The proposed building is planned to be approximately 3,350 square feet. The building has been placed as close as possible to the adjacent Wal-Mart and significantly setback from Cooper Road. This design: (1) is respectful of the original layout envisioned for the PDP; (2) will ensure there is no opportunity for queuing or traffic from this Site to impact Cooper Road; and (3) will screen the queuing from Cooper Road. No changes are proposed to the access points from Cooper Road or Chandler Boulevard. This proposed layout has

been thoughtfully designed to make the best use of a challenging, in-fill site and allow safe and efficient circulation to the Site and center.

B. Architecture

The overall theme for the building is a modern southwest look that is attractive and consistent with the existing architecture in the center. ***See Exhibit 4, Building Elevations***. The architecture features varied massing, roof heights, and architectural features to break up the massing. The building has also been designed to be pedestrian-friendly, with a shade structure above the pedestrian entrance. Building materials include stucco as well as stone and metal elements. A variety of neutral colors including tans, sand, and white tones have been utilized to be fitting for the desert background and are consistent and appropriate with the surrounding building context. ***See Exhibit 5 Color & Materials Board.***

C. Landscaping

Landscaping has been designed to help create an attractive presence on Site, provide shade in appropriate locations, and buffer the Site. ***See 6 Exhibit, Illustrative Landscape Plan.*** Landscaping will be a mixture of new and existing trees, shrubs, and groundcovers that are consistent with the approved landscape palette. An existing retention area on the east side of the Site, adjacent to Cooper Road, will help screen the Site and create an attractive presence for customers and passers-by. The landscaping theming creates a sustainable, colorful, and approachable plant palette for that will create an attractive presence on the Site. The landscape plan features an ample hierarchy of plant material, and patterning to arrange a mixture of textures, colors to provide a year-round quality appearance.

IV. PROJECT TEAM

Developer:	Diversified Partners Attn: Emma Barreca 7339 E. McDonald Drive Scottsdale, AZ 85250
Architect:	RKAA Architects Attn: Rajesh Gore 2233 E Thomas Road Phoenix, AZ 85016
Civil Engineer:	EPS Group Attn: John Holman 1130 N Alma School Road #120 Mesa, AZ 85201
Zoning:	Burch & Cracchiolo, P.A. Attn: Brennan Ray/Madison Leake 1850 North Central Avenue, Suite 1700 Phoenix, AZ 85004

V. CONCLUSION

This request proposes a thoughtful plan that will facilitate much-needed commercial development. This proposal will allow for additional commercial services and employment opportunities on this challenging, infill, underutilized Site. We request your approval.

Diversified Partners

Exhibit 1

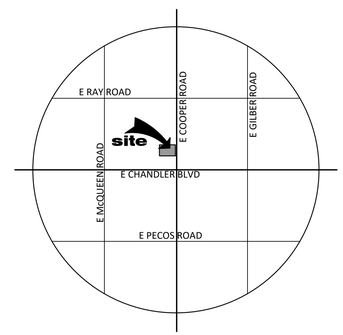


AERIAL MAP

SCALE: 1" = 40'-0"

NORTH

0' 20' 40' 80'



VICINITY MAP

SCALE: N.T.S.

NORTH

PROJECT DIRECTORY

ARCHITECT:
RKAA ARCHITECTS, INC.
2233 EAST THOMAS ROAD
PHOENIX, ARIZONA 85016
CONTACT: NEIL FEASER
PHONE: (602) 955-3900
FAX: (602) 955-0496
E-MAIL: nfeaser@rkaa.com

THIS SITE PLAN HAS BEEN PREPARED WITHOUT THE AID OF A SURVEY. ALL PROPERTY BOUNDARIES ARE ROUGH APPROXIMATIONS. THIS DRAWING IS TO BE USED FOR CONCEPTUAL PURPOSES ONLY AND IT IS NOT TO BE THE BASIS FOR ANY LEGALLY BINDING DOCUMENTATION.

CHANDLER AND COOPER

300 N COOPER ROAD
CHANDLER ARIZONA 85225
DATE: 02-29-2024 (PRELIMINARY)

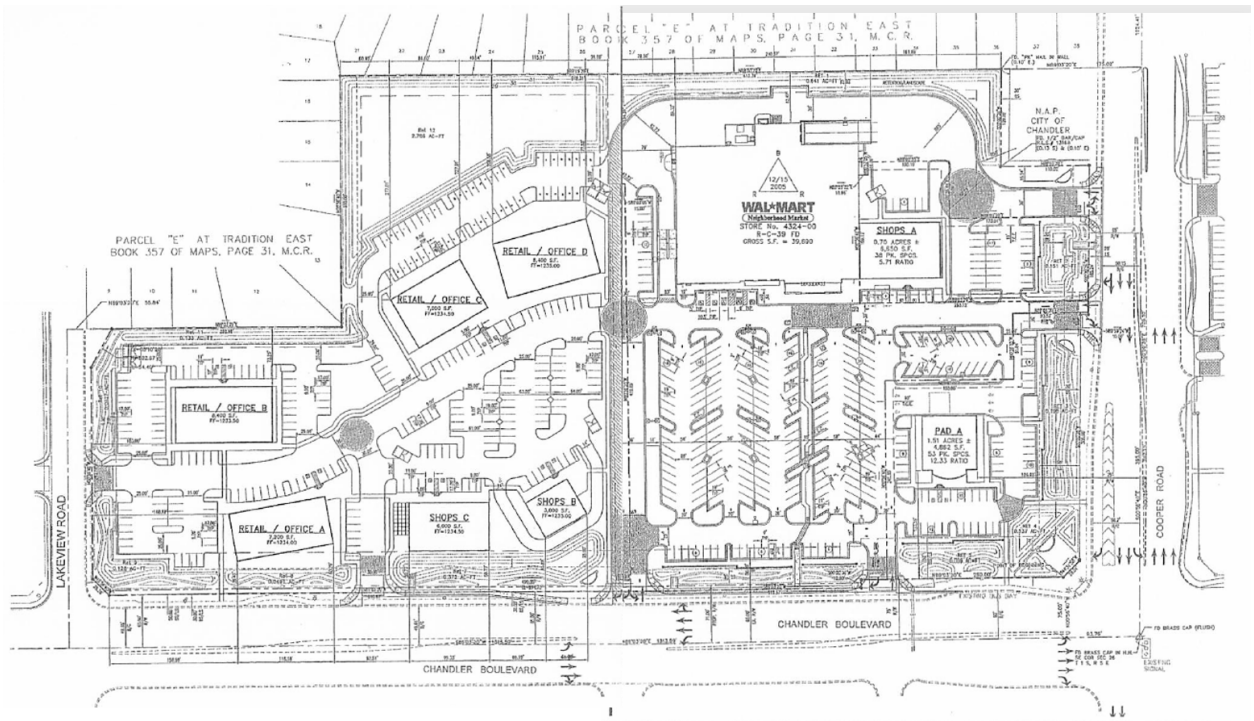
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SP-2

RKAA# 23065.50

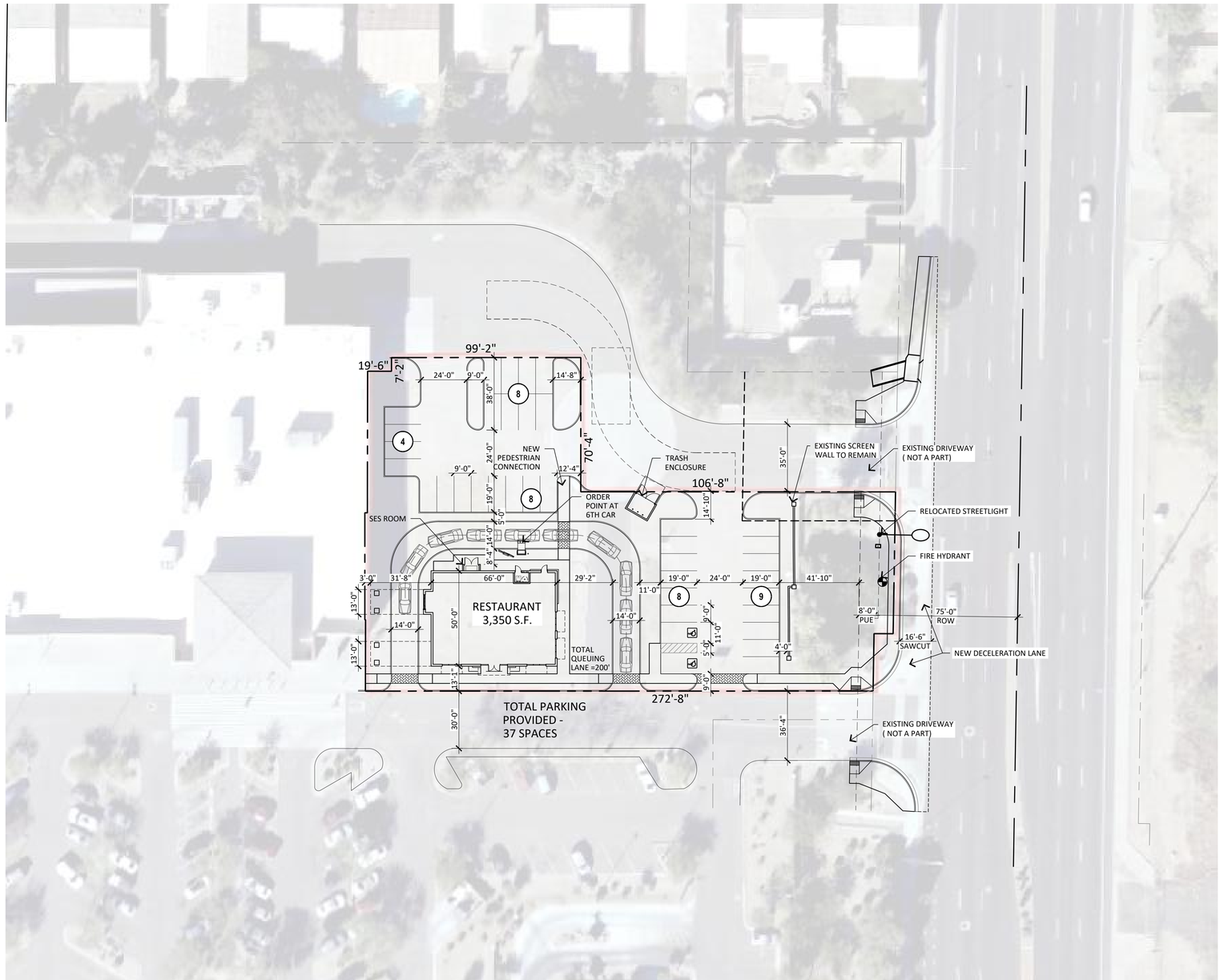
RKAA ARCHITECTS, INC

Exhibit 2


PARCEL "E" AT TRADITION EAST
BOOK 357 OF MAPS, PAGE 31, M.C.R.
WAL*MART
SHOPS A
PAD A
RETAIL / OFFICE A
RETAIL / OFFICE B
RETAIL / OFFICE C
RETAIL / OFFICE D
SHOPS B
SHOPS C
LAKEVIEW ROAD
COOPER ROAD
CHANDLER BOULEVARD


E Erie St
N Danyell Dr
E Flint St
N LAKEVIEW BLVD
N COOPER RD
Goodwill
Wal-Mart
School
Burger King
COOPER MARKETPLACE
LOTS 1 AND 3 MLD

Exhibit 3



SITE PLAN

SCALE: 1" = 30'-0"

NORTH

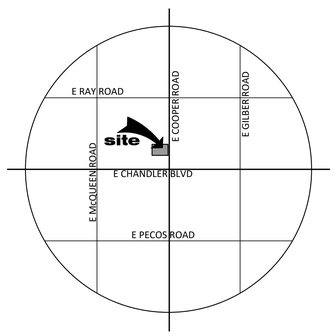
0' 15' 30' 60'

PROJECT DIRECTORY

ARCHITECT:
RKAA ARCHITECTS, INC.
2233 EAST THOMAS ROAD
PHOENIX, ARIZONA 85016
CONTACT: NEIL FEASER
PHONE: (602) 955-3900
FAX: (602) 955-0496
E-MAIL: nfeaser@rkaa.com

SITE DATA

PARCEL NUMBER:	302-84-944
EXISTING ZONING:	PAD
SITE AREA:	0.834 ACRES (36,320 S.F.)
PROPOSED USE:	RESTAURANT
BUILDING AREA:	3,350 S.F.
PARKING REQUIRED:	
RESTAURANT : SEATING: 1350 / 1 PER 50	27 SPACES
RESTAURANT : PREP - OTHER: 2000 / 1 PER 200	10 SPACES
TOTAL PARKING REQUIRED:	37 SPACES
TOTAL PARKING PROVIDED:	37 SPACES
ACCESSIBLE SPACES REQUIRED:	02 SPACES
ACCESSIBLE SPACES PROVIDED:	02 SPACES



VICINITY MAP

SCALE: N.T.S.

NORTH

THIS SITE PLAN HAS BEEN PREPARED WITHOUT THE AID OF A SURVEY. ALL PROPERTY BOUNDARIES ARE ROUGH APPROXIMATIONS. THIS DRAWING IS TO BE USED FOR CONCEPTUAL PURPOSES ONLY AND IT IS NOT TO BE THE BASIS FOR ANY LEGALLY BINDING DOCUMENTATION.

CHANDLER AND COOPER

300 N COOPER ROAD
CHANDLER ARIZONA 85225
DATE: 07-26-2024 (PRELIMINARY)

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SP-1

RKAA# 23065.50

RKAA ARCHITECTS, INC

Exhibit 4

MATERIALS & COLORS

A **PAINTED STUCCO:**
MFG: GLIDDEN
COLOR: CAMEL TAN

B **PAINTED STUCCO:**
MFG: GLIDDEN
COLOR: SILVER CLAMSHELL

C **PAINTED STUCCO:**
MFG: GLIDDEN
COLOR: WRIGHT STONE TAN

D **PAINTED METAL CAP FLASHING:**
MFG: GLIDDEN
COLOR: WRIGHT STONE TAN

E **TILE ROOF:**
MFG: MONIER (OR EQUIVALENT)
COLOR: KOCONO

F **PAINTED METAL CAP FLASHING:**
MFG: GLIDDEN
COLOR: RAINDROP WHITE

G **PAINTED METAL AWNING:**
MFG: ICI (OR EQUIVALENT)
COLOR: RENDEZVOUS ICI 1599

H **2" STONE VENEER:**
MFG: CULTURED STONE (OR EQUIVALENT)
COLOR: TEHAMA

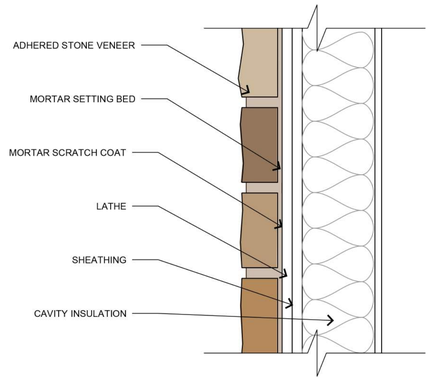
I **PAINTED STUCCO BANDING:**
MFG: GLIDDEN
COLOR: WRIGHT STONE TAN

J **ALUMINUM STOREFRONT:**
MFG: KAWNEER
COLOR: DARK BRONZE

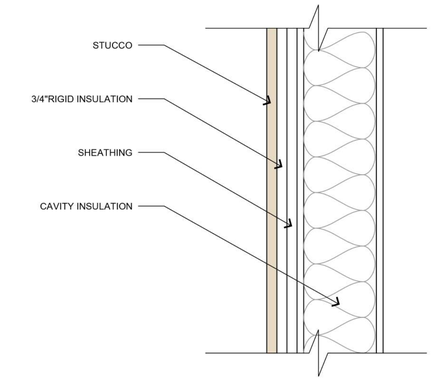
K PAINTED HOLLOW METAL DOORS
MFG: GLIDDEN
COLOR: SILVER CLAMSHELL

L **4" CMU VENEER:**
MFG: ECHELON MASONRY
TYPE: SPLIT FACE
COLOR: UMBER BROWN

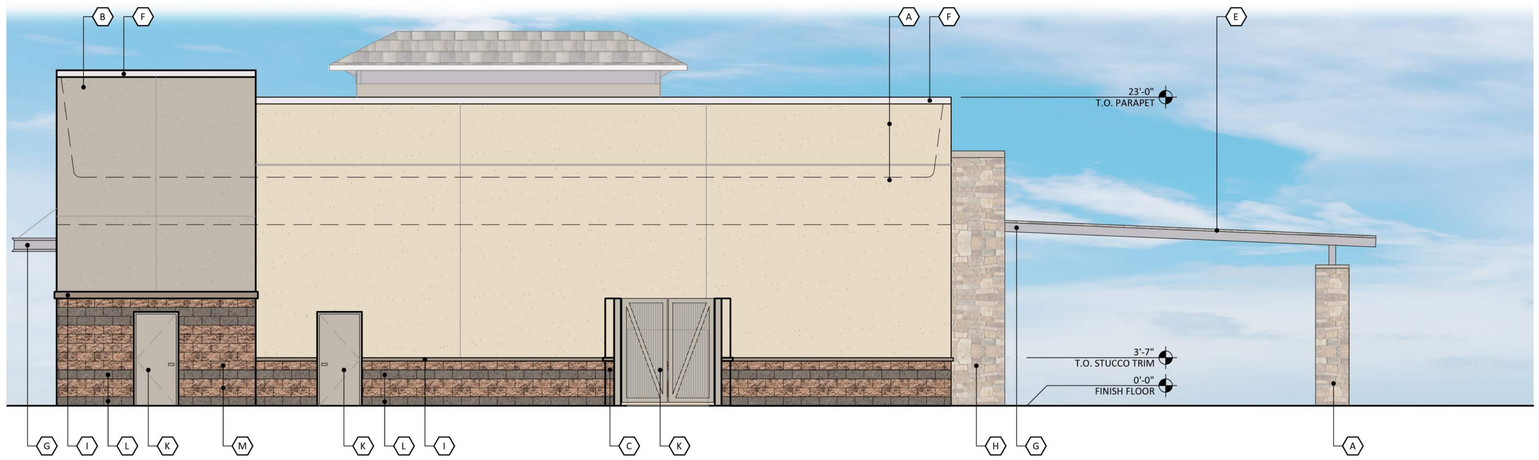
M **4" CMU VENEER:**
MFG: ECHELON MASONRY (OR EQUIVALENT)
TYPE: SPLIT FACE
COLOR: AUTUMN



EXTERIOR STONE VENEER SYSTEM



EXTERIOR STUCCO SYSTEM



NORTH ELEVATION

SCALE: 3/16" = 1'-0"



WEST ELEVATION

SCALE: 3/16" = 1'-0"



SOUTH ELEVATION

SCALE: 3/16" = 1'-0"



EAST ELEVATION

SCALE: 3/16" = 1'-0"

CHANDLER AND COOPER
300 N COOPER ROAD
CHANDLER ARIZONA 85225
DATE: 07-26-2024 (PRELIMINARY)

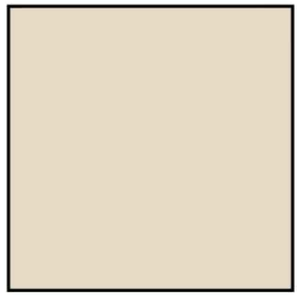
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EL-1

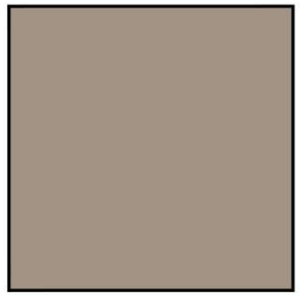
RKAA# 23065.50

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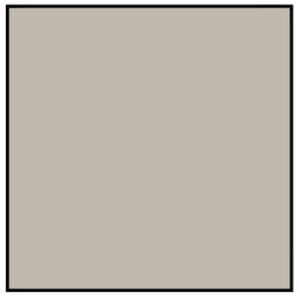
Exhibit 5



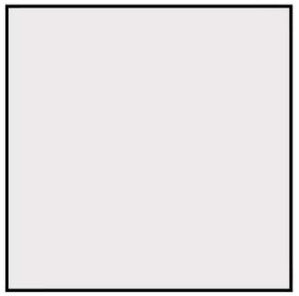
SMOOTH FINISH STUCCO
PAINTED
GLIDDEN
CAMEL TAN (PPG12-13)



SMOOTH FINISH STUCCO PAINTED
GLIDDEN
WRIGHT STONE TAN
(10YY 30/106)



SMOOTH FINISH STUCCO PAINTED
GLIDDEN
SILVER CLAMSHELL
(30YY 49/071)



SMOOTH FINISH STUCCO PAINTED
GLIDDEN
RAINDROP WHITE
(30GG 83/006)



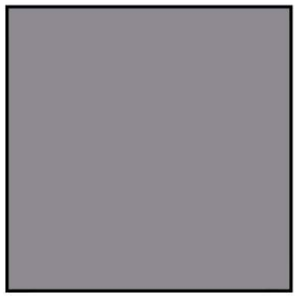
STONE VENEER
CULTURED STONE (OR EQUIVALENT
TEHAMA



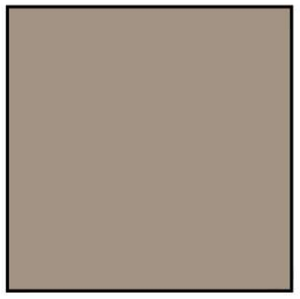
CMU VEENER
ECHELON MASONRY
SPLIT FACE
UMBER BROWN



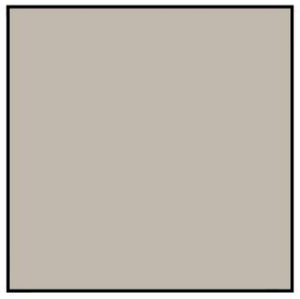
CMU VEENER
ECHELON MASONRY (OR EQUIVALENT)
SPLIT FACE
AUTUMN



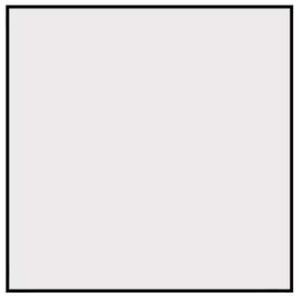
METAL AWNINGS PAINTED
ICI (OR EQUIVALENT)
RENDEZVOUS
(ICI 1599)



METAL PARAPET CAP PAINTED
GLIDDEN
WRIGHT STONE TAN
(10YY 30/106)



HOLLOW METAL DOORS PAINTED
GLIDDEN
SILVER CLAMSHELL
(30YY 49/071)



METAL PARAPET CAP PAINTED
GLIDDEN
RAINDROP WHITE
(30GG 83/006)



STOREFRONT/MULLIONS
KAWNEER
DARK BRONZE



TILE ROOF
MONIER (OR EQUIVALENT)
KOCONO

RKAA ARCHITECTS, INC

COOPER AND CHANDLER
300 N COOPER ROAD
CHANDLER, ARIZONA 85255
DATE: 06-12-2024 (PRELIMINARY)

MB-1

RKAA# 23065.50

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Exhibit 6

PLANT LEGEND

SYMBOL	SCIENTIFIC NAME				
TREES	COMMON NAME	HXW	CAL	SIZE	QTY
	Parkinsonia x 'Desert Museum'	15'HX9'W	4"	48" Box	3
	Desert Museum Palo Verde	12'HX7'W	2.5"	36" Box	9
	Prosopis hybrid 'Phoenix' Thornless South American Mesquite	8'Hx4'W	1.5"	24" Box S-Trunk	10
	Existing Tree to Remain Protect in Place				5

SHRUBS/ACCENTS	COMMON NAME	SIZE	QTY
Calliandra californica	Baja Fairy Duster	5 Gal	6
Ericameria larcifolia 'Aguirre'	Turpentine Bush	5 Gal	4
Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal	31
Leucophyllum frutescens ' compactura'	Compact Texas Sage	5 Gal	8
Leucophyllum frutescens 'Green Cloud'	Green Cloud Texas Sage	5 Gal	6
Tecoma x 'Orange Jubilee'	Orange Jubilee	5 Gal	6

GROUNDCOVERS	COMMON NAME	SIZE	QTY
Convolvulus cneorum	Bush Morning Glory	1 Gal	18
Lantana camara 'New Gold'	New Gold Lantana	1 Gal	18
Lantana montevidensis 'Purple'	Purple Trailing Lantana	1 Gal	12

MISC.	ITEM	SIZE	QTY
	"Table Mesa Brown" Decomposed Granite or Equal	5/8" Screened 2" Depth, Min.	9,072 SF
	Existing Landscape To Remain - Protect in Place		5,350 SF
	Decorative Textured Paving to Match Existing		265 SF

PLANT DATA:

STREET RIGHT OF WAY:	REQUIRED	PROVIDED
COPPER RD (104 LF) 1 TREE PER 30 LF	4 TREES	5 EXISTING TREES
LANDSCAPE PERIMETER:	**REQUIRED**	**PROVIDED**
LANDSCAPE WEST PERIMETER (174 LF) 1 TREE PER 30 LF	6 TREES	6 TREES
PARKING AREAS:	**REQUIRED**	**PROVIDED**
PARKING ISLANDS 1 TREE PER ISLAND	11 TREES	11 TREES
INTERIOR LANDSCAPE AREAS (8,950 S.F.):	**REQUIRED**	**PROVIDED**
1 TREE PER 1,000 S.F.	9 TREES	9 TREES

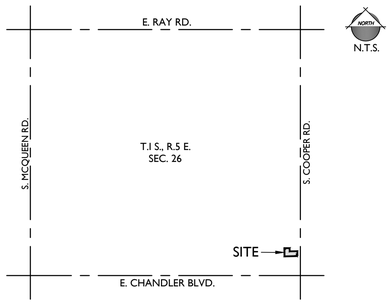
LANDSCAPE CALCULATIONS:

TOTAL SITE AREA:	36,330 S.F. (0.83 AC)
EXISTING LANDSCAPE AREA:	5,344 S.F.
PROPOSED ONSITE LANDSCAPE AREA:	8,950 SF
SITE LANDSCAPE COVERAGE:	39%
TOTAL LANDSCAPE AREA:	14,294 S.F.

KEYNOTES

1. ENTRY DRIVEWAY
2. SIDEWALK
3. DECORATIVE TEXTURED PAVING
4. TRASH ENCLOSURE
5. EXISTING RETENTION BASIN TO REMAIN - PROTECT IN PLACE
6. EXISTING LANDSCAPE TO REMAIN - PROTECT IN PLACE
7. EXISTING SCREEN WALL TO REMAIN - PROTECT IN PLACE
8. EXISTING FIRE HYDRANT TO REMAIN - PROTECT IN PLACE
9. EXISTING MONUMENT - PROTECT IN PLACE
10. EXISTING UTILITY - PROTECT IN PLACE

VICINITY MAP





23-0570

Diversified Partners LLC

Cooper & Chandler Retail

Chandler, Arizona

Illustrative Landscape Plan

REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 71207 VALERIA S. BRAVO Date 06.28.24

L-1.01

06.28.2024

EPS GROUP

Exhibit 7

PRELIMINARY GRADING & DRAINAGE PLAN
FOR
NWC COOPER ROAD & CHANDLER BLVD RETAIL
CHANDLER, ARIZONA
A PORTION OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 5 EAST,
MARICOPA COUNTY, ARIZONA

Retention Calculations

Project: NWC Cooper & Chandler Retail
Storm Event: 100-yr, 2-hr
Prepared by: John Holman 6/28/24

$V = C * A * P * 1.1 / 12$ [1]
Where:
V = Runoff Volume
C = Runoff Coefficient
A = Drainage Area
P = 2.42 in =110%*2.20 in

Surface Retention Basin Volume Provided

Basin ID	Elevation	Area (ft^2)	Incremental Volume (ft^3)	Volume Provided, V_p (ft^3)
EXB1	1032	763		
	1033	1,484	1124	
	1034	2,369	1927	
	1035	3,043	2,706	5,757
		Total Surface Retention		5,757

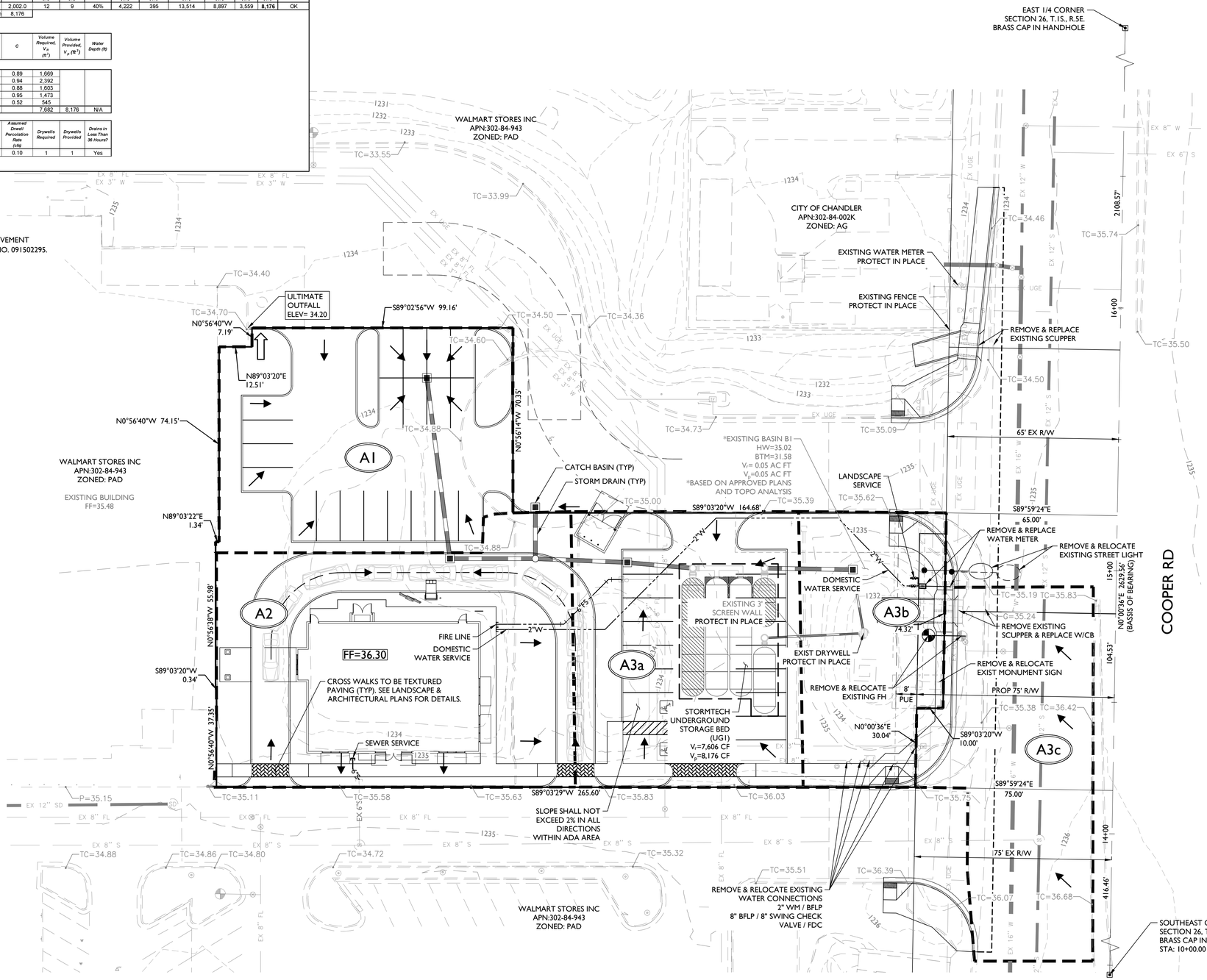
Underground Retention Volume Provided

Bed ID	Volume Required (ft^3)	Number of chambers	Number of End Caps	Area (SF)	Stone above (in)	Stone below (in)	Voids in stone	Volume in chambers (CF)	Volume in End Caps (CF)	Volume of excavation (CF)	Amount of stone (CF)	Volume in stone (CF)	Total Volume (CF)	Check
UG1	7,682	24	10	2,002.0	12	9	40%	4,222	395	13,514	8,897	3,559	**8,176**	OK
		Total Underground Retention		8,176										

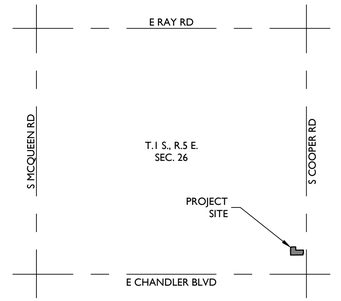
Volume Required and

Basin ID	Sub-Basin ID	Sub Basin Area Description	Area	C	Volume Required, V_R (ft^3)	Volume Provided, V_p (ft^3)	Water Depth (ft)
UG1	A1	Weighted	9,298	0.89	1,669		
	A2	Weighted	12,614	0.94	2,392		
	A3a	Weighted	9,029	0.88	1,603		
	A3c	Weighted	7,687	0.95	1,473		
	A3b	Weighted	5,188	0.52	545		
		Total	38,628		7,682	8,176	N/A

Basin ID	Derated Surface Percolation Rate (ft/hr)	Percolation time (Surface only) (hr)	Volume not drained in 36 hours (ft^3)	Assumed Drwell Percolation Rate (cfs)	Drywells Required	Drywells Provided	Drains in Less Than 36 Hours?
UG1	0.000	0.00	7,682	0.10	1	1	Yes



VICINITY MAP



OWNER/DEVELOPER:
DIVERSIFIED PARTNERS, LLC
7500 E MCDONALD DR, STE 100A
SCOTTSDALE, AZ 85250
PHONE: (480) 383-8160
CONTACT: EMMA BARRECA
EMAIL: EMMA@DPCRE.COM

ARCHITECT:
RKAA ARCHITECTS, INC.
2233 EAST THOMAS ROAD
PHOENIX, ARIZONA 85016
PHONE: (602) 955-3900
CONTACT: JAMIE ANGULO
EMAIL: JANGULO@RKAA.COM

CIVIL ENGINEER:
EPS GROUP, INC.
1130 N. ALMA SCHOOL RD, SUITE 120
MESA, ARIZONA 85201
PHONE: (480) 503-2250
FAX: (480) 503-2258
CONTACT: JOHN HOLMAN, P.E.
EMAIL: JOHN.HOLMAN@EPSGROUPINC.COM

LEGAL DESCRIPTION:
LOT 2 OF COOPER MARKETPLACE, ACCORDING TO THE MINOR LAND DIVISION OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 977 OF MAPS, PAGE 22.

BASIS OF BEARING:
THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 26, T1S, R5E OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA. RECORDED IN MINOR LAND DIVISION OF LOTS 1 AND 3 OF COOPER MARKETPLACE, BOOK 1168, PAGE 46 MARICOPA COUNTY RECORDERS.

BEARING = NORTH 00 DEGREES 00 MINUTES 36 SECONDS EAST

BENCHMARK:
CITY OF CHANDLER BENCHMARK #34. LOCATED IN SECTION 36, T1S, R5E, BEING A CITY OF CHANDLER BRASS CAP IN CONCRETE, FLUSH, BETWEEN CHANDLER BLVD AND PECOS ROAD; 200' EAST OF COOPER ROAD AT THE INTERSECTION OF FRY ROAD AND EUCALYPTUS PLACE.

ELEVATION = 1235.86 (NAVD'88)

FLOODPLAIN STATEMENT:
ACCORDING TO THE FLOOD INSURANCE RATE MAP #04013C3102M, DATED OCTOBER 16, 2013, THIS PROPERTY IS LOCATED IN FLOOD ZONE "X". FLOOD ZONE X IS DEFINED AS:

AREAS OF 0.2% CHANCE OF ANNUAL FLOOD; AREAS OF 1% ANNUAL CHANCE OF FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

LEGEND

FF=	FINISHED FLOOR	T	EXISTING TELEPHONE
	RIGHT OF WAY / PROPERTY BOUNDARY	OHE	EXISTING OVERHEAD ELECTRIC
	CENTERLINE	G	EXISTING GAS
	PUBLIC UTILITY EASEMENT	FO	EXISTING FIBER OPTIC
	STORM DRAIN LINE	UGE	EXISTING UNDERGROUND ELECTRIC
	DRAIN BASIN	8" W	EXISTING WATER
	CATCH BASIN	8" S	EXISTING SEWER
	DRYWELL		EXISTING STREET LIGHT
	VERTICAL CURB & GUTTER	JB	EXISTING JUNCTION BOX
FS	FIRE LINE	SS	EXISTING SEWER MANHOLE
W	WATER SERVICE	W	EXISTING WATER METER
W	WATER METER		EXISTING WATER VALVE
	BACKFLOW PREVENTION DEVICE		EXISTING FIRE HYDRANT
S	SEWER LINE		EXISTING VERTICAL CURB
	DIRECTION OF FLOW	TC	EXISTING TOP OF CURB
	ULTIMATE OUTFALL	G	EXISTING GUTTER

scale: 1" = 20'

EPS GROUP
1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m

Project: NWC Cooper & Chandler Retail
Chandler, AZ

Preliminary Grading & Drainage Plan

Revisions:

Call at least two full working days before you begin excavation. ARIZONA811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County (602)263-1100

Designer: EPS
Drawn by: EPS

Registered Professional Engineer (Civil) CERTIFICATE NO. 59630 JOHN R. HOLMAN Date Signed 06-28-24 ARIZONA

Job No. 23-0570
PG01
Sheet No. 1 of 1

23-0570 - NWC Cooper & Chandler Retail
jholman Jun 28, 2024 2:30pm S:\Projects\2023\23-0570\Civil_Preliminary_Prelim G&D\23-0570 – PG01.dwg

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 24-042

Date: September 12, 2024
To: Mayor and Council
Thru: Josh H. Wright, City Manager
Andy Bass, Deputy City Manager
Kevin Snyder, Development Services Director
From: Darsy Omer, Associate Planner
Subject: PLH24-0006 Ponderosa - Dispensary
Request: Use Permit time extension to continue to allow for the co-location of an ancillary Medical Marijuana Facility in conjunction with its affiliated onsite Medical Marijuna Cultivation Site and Medical Marijuna Infusion Food Establishment.
Location: 318 S. Bracken Lane, generally located 1/2 mile south of Chandler Boulevard and 1/4 mile east of Price Road
Applicant: Michelle Santoro, Gammage & Burnham

Proposed Motion:

Move City Council approve Use Permit PLH24-0006 Ponderosa Dispensary, extending the annual time condition allowing the dispensary to operate in conjunction with marijuana cultivation and infusion facility, subject to the conditions recommended by Planning and Zoning Commission.

Background Data:

- Zoned Planned Industrial District I-1
- Property is part of a larger area zoned for Planned Industrial District I-1 uses rezoned in October 1979.
- A city-wide Zoning Code Amendment regarding Medical Marijuana was approved in February 2023. The amendments included expanding hours of operation, increasing square-footage size limitations, and permitting the collocation of an ancillary medical marijuana facility with its affiliated onsite medical marijuana cultivation site and/or medical marijuana infusion food establishment when approved through a Conditional Use Permit.
- A Use Permit was approved in April 2023. The use permit was to allow for the

co-location of an ancillary Medical Marijuana Facility in conjunction with its affiliated onsite Medical Marijuana Cultivation Site and Medical Marijuana Infusion Food Establishment.
- Per the Zoning Code, the Use Permit is valid for a period of one year and may be renewed on a year-to-year basis by filing a Use Permit application.

Surrounding Land Use Data:

North	Planned Industrial District (I-1)	South	Planned Industrial District (I-1)
East	Planned Industrial District (I-1)	West	Planned Industrial District (I-1)

Proposed Development:

Hours of Operations	Facility (Dispensary)	Cultivation	Infusion Food Establishment
Monday through Sunday 7am - 10pm	~2,500SF	~4,983SF	~4,911SF

Review and Recommendation:

This Use Permit request is to continue to allow the co-location of an ancillary Medical Marijuana Facility in conjunction with its affiliated onsite Medical Marijuana Cultivation Site and Medical Marijuana Infusion Food Establishment. The subject site is currently operating the Medical Marijuana Cultivation use and Medical Marijuana Infusion Food Establishment use under approved zoning clearances consistent with the Zoning Code.

Planning staff has reviewed the request and found the site in compliance with the Zoning Code amendment from 2023 permitting this type of request through a Use Permit. The site complies with the location criteria in terms of zoning designation, as well as a maximum of 1,320 feet of distance from an arterial roadway. The building complies with the maximum square-footage allowances of 5,000 square feet for cultivation, 5,000 square feet for Infusion Food Establishments, and 2,500 square feet for Ancillary Facility (Dispensary). The property is compliant with sufficient parking for the three uses, as well as provides direct access to the public roadway Bracken Lane. Finally, the request complies with the permitted hours of operation, 7 a.m. to 10 p.m., Monday through Sunday.

Additional details can be found in the attached Narrative Booklet and Floor Plan.

Public / Neighborhood Notification

- The request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A virtual neighborhood meeting was held on March 28, 2024. No neighboring property owners or citizens logged into/attended the meeting other than the applicant and staff.
- As of the writing of this memo, Planning staff is not aware of any opposition to this request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting August 21, 2024
Motion to Approve

In Favor: 5 Opposed: 0 Absent: 2 (Commissioner Koshiol and Commissioner Barichello)

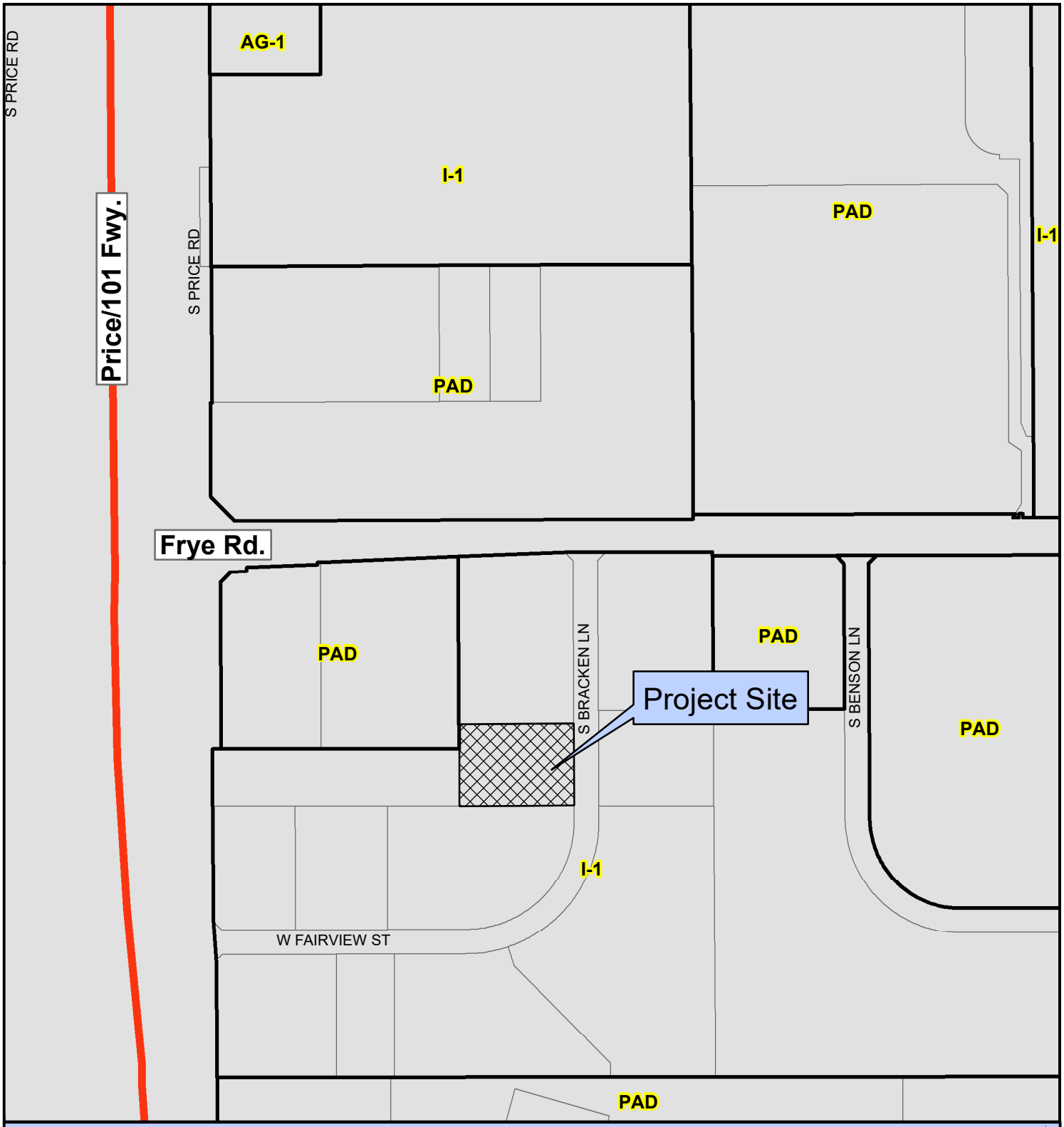
Recommended Conditions of Approval

Planning staff finds the request is in compliance with the General Plan and the Zoning Code. Planning and Zoning Commission recommends City Council approve the Use Permit, subject to the following conditions:

1. Use Permit approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Use Permit shall apply.
2. The site shall be maintained in a clean and orderly manner.
3. Drive through and/or take out windows are prohibited.
4. Consumption of Medical Marijuana on the premises is prohibited.
5. Hours of operation are limited to not earlier than 7:00 a.m. and not later than 10:00 p.m.
6. The ancillary medical marijuana facility shall not be larger than two thousand five hundred (2,500) gross square feet or twenty-five percent (25%) of the gross building square-footage, whichever is less.
7. The Use Permit shall remain in effect for one (1) year from the date of City Council approval. Continuation of the Use Permit beyond the expiration date shall require re-application to and approval by the City of Chandler.

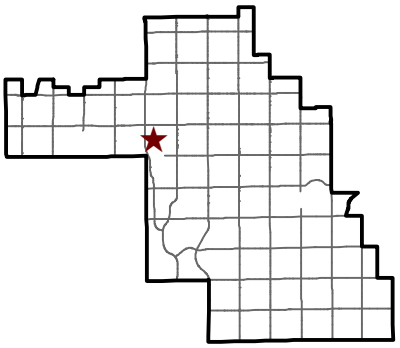
Attachments

Vicinity Maps
Narrative Booklet
Floor Plan



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



CHANDLER arizona

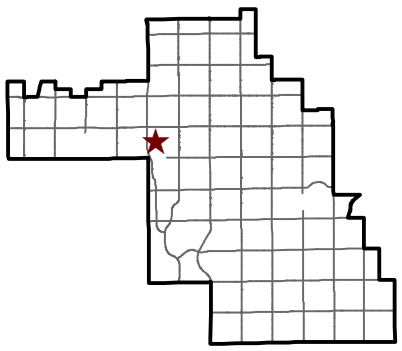
City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning



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



CHANDLER arizona

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning

Ponderosa
318 South Bracken Lane
Chandler, AZ 85224
Conditional Use Permit Project Narrative



Prepared for:

PITCHFORK

Prepared by:

Gammage & Burnham, PLC

February 14, 2024

PLH24-0006 Ponderosa Dispensary

INTRODUCTION

In April 2023 a Conditional Use Permit was approved for an approximately 1.28-acre property located at 318 South Bracken Lane (the "Property") to allow for the addition of a dispensary or "medical marijuana facility" to an existing marijuana cultivation and infusion facility located on the Property. The Conditional Use Permit was approved for one (1) year. This request is to simply extend that approval. The dispensary has operated for several months, without incident and has been greatly beneficial to the existing cultivation and infusion facility. The Property is known as Maricopa County Assessor parcel number 303-24-150 and is shown below, outlined in red.



PROPERTY DESCRIPTION

The Property is located on Bracken Lane, just south of Frye Road, and east of the 101 Freeway. The previous use of the Property was for a nail polish manufacturing and retail operation. The building on the property is 12,394 square feet and is currently comprised of cultivation/infusion facilities, a dispensary, a small office and employee restrooms and

breakrooms. There is ample parking on the site and a landscaped area at the front of the site as shown on the cover of this narrative.

Existing Zoning and Land Use Designations

As shown in the table below, the Property is zoned I-1, and is designated in the City of Chandler General Plan for Employment Uses. These same designations are applicable to the properties on all four sides of the Property, each of which is occupied by an industrial user.

Direction	Current Zoning	General Plan Designation	Growth Area	Existing Use
North	I-1	Employment	Medical/Regional Retail	Pilgrim Aerospace Fasteners
South	I-1	Employment	Medical/Regional Retail	Aztech Controls/Technipure/Invatech Engineering
East	I-1	Employment	Medical/Regional Retail	Warehousing/Storage
West	I-1	Employment	Medical/Regional Retail	Cell Tower/Legends Brand Cleaning Equipment
Project Site	**I-1**	**Employment**	**Medical/Regional Retail**	**Marijuana Dispensary, Cultivation, and Infusion**

A discussion about how this site conforms to the General Plan and Growth Area is included in the *Evaluation of Use Permit Criteria* section later in this document.

Prior Approvals

As previously mentioned, the Property is currently in use as a medical marijuana dispensary, cultivation site and infusion establishment by the Applicant. This is simply a renewal of the April 2023 Conditional Use Permit that allowed the dispensary. The Property has received Zoning Clearance for all uses as provided for in the City of Chandler Medical Marijuana Regulations (Chapter 35, Section 2213 of the Chandler City Code). As shown below, the Code was amended to allow for co-location of a medical marijuana facility in I-1 zoning district as an ancillary use to an existing cultivation site upon the approval of a Conditional Use Permit with enhanced evaluation criteria.

Date	Case	Action
September 28, 2021	PLA21-0339	Zoning Clearance approval for the operation of a medical marijuana cultivation site
December 20, 2021	PLA21-0483	Zoning clearance approval for the operation of a medical marijuana infusion food establishment.
February 9, 2023	PLH22-0060 (ord. No. 5044)	Approval of citywide zoning code text amendment allowing for co-location of a medical marijuana facility in the I-1 zoning district as an ancillary use to an existing cultivation site upon the approval of a CUP and additional performance standards.

PROJECT SUMMARY AND REQUEST

The Applicant is seeking to renew the Conditional Use Permit that allows for a portion of the Property for a Medical Marijuana Facility.

Following is the specific request to the City of Chandler:

1. Approval of a Conditional Use Permit to allow a Medical Marijuana Facility within a medical marijuana cultivation site in the I-1 zoning district.

Approval of this Conditional Use Permit request will be in conformance with the Chandler City Code and will provide for the use of the Property within the many rules and regulations promulgated by Arizona Department of Health Services (AZDHS).

SITE DETAILS

As shown on the site plan provided with the application materials, the 12,394 square foot building is on a 1.28-acre parcel. The building sits in the center of the Property, encircled

by a drive aisle with parking spaces. There are two entry points to the Property along Bracken Lane, and the site has been designed to meet the required landscaping, parking and retention requirements.

A floor plan has been submitted in conjunction with this application. This floor plan is conceptual in nature and can be modified with approval from the Planning Director with the proper building permit submittal. With such action the Conditional Use Permit does not require modification as the use is not changing.

OPERATIONAL DETAIL

There will be approximately 20 employees on the premises at any given time. These employees will be involved in the cultivation functions, infusion of marijuana extracts into food products, dispensary sales and general operational management.

Hours for the medical marijuana facility are shown below:

Day	Open	Close
Monday through Sunday	7:00 AM	10:00 PM

SECURITY DETAIL

In compliance with Arizona State Law (A.R.S. §36-2804(B)(1)(C)), the Applicant has filed a security plan with the State of Arizona. The security plan includes:

- Surveillance cameras covering all exterior and interior areas of the Property, and all portions of the building used for cultivation, infusion and dispensary uses with a minimum backup storage of thirty (30) days;
- 24-hour independently monitored security alarm system (with backup cellular communication capability, audible alarms, motion detectors, panic buttons, yard signs and window stickers);
- Controlled and gated access to parking and loading areas;
- Trackable and controlled keycard access to the building and all portions used for cultivation, infusion and dispensary purposes (with employees only given keycard access to areas where they work); and

- Secure and controlled access to all areas where marijuana products are stored or displayed.

PARKING

As shown on the Site Plan, there is visitor/employee parking on both the north and south sides of the Property. 28 parking spaces are provided in front of the security gates and accessible at all times for both customers and employees. There are 13 additional parking spaces behind the security gates that are for employees only.

The graphic below demonstrates how the Property will be compliant with Section 35-1802 of the Chandler City Code.

318 Bracken Lane; Parking Analysis			
Use	Parking Requirement	Required Parking Spaces	Provided Parking Spaces
Retail Dispensary	1/250 sq. ft.	10	14
Cultivation and Infusion	1/1,000 sq. ft.	10	14
Office	1/250 sq. ft.	1	13
Total		**21 Spaces**	**41 Spaces**

Though not required for compliance with the Chandler City Code, there is also on-street parking along both sides of Bracken Lane that provides convenient access to the front entrance of the building.

EVALUATION OF USE PERMIT CRITERIA

Section 35-305.1.A of the Chandler City Code requires a review of the following factors when considering a Use Permit. The City Council must find that each criterion has been addressed prior to rendering any approval of decision of a Conditional Use Permit. Each criterion is shown below, followed by the applicant's response in bold text.

1. Consistency with the General Plan.

   Response: As previously noted in this narrative, the land use designation for this property is "Employment". This land use designation focuses attention on the City's economic base. Major employers, knowledge-based industries

and industrial/business parks are allowed within areas designated as Employment. The industrial park in which the Ponderosa Dispensary will be located, the Price Road Industrial Park, offers employment prospects in manufacturing, wholesaling, hospitality, and incidental retail uses. The use of the Property as a Medical Marijuana Facility will provide a mix of employment opportunities on the Property.

The Property is also located in Growth Area #5, which is a node within the Employment designation that features regional retail and medical services. The Ponderosa facility will dispense marijuana products to its patients and customers and will be convenient to patients being treated at the nearby medical, nursing home and hospitality businesses.

2. Ingress and egress to the property and proposed structures, pedestrian and vehicular circulation with particular reference to fire protection.

Response: There are two access points to the Property from Bracken Lane. A drive aisle completely encircles the single-story building, providing for easy access for emergency vehicles. There is a fire hydrant conveniently located approximately 20-feet south of the Property.

3. Off-street parking and loading.

Response: As previously discussed, there is ample parking on the Property, and the site is in full compliance with the requirements contained in Section 35-1802 of the Chandler City Code.

4. General compatibility of use with adjacent property and property in the district.

Response: Ponderosa will be compatible with the uses of the neighboring properties. The prior use of the building was as a manufacturing facility with an ancillary retail showroom. The proposed use of the Property will be similar in nature, and the addition of the use as a medical marijuana facility will not be discernible to adjacent properties.

5. Impact on public services, including schools, recreation and utilities.

Response: There will be no impact to public services by this proposed Medical Marijuana Facility.

6. Screening and buffering of uses.

   Response: The Property is surrounded by a generous landscape buffer and boundary and screen walls of various heights. While the surrounding structures and uses are also manufacturing/warehouse uses, it is still important to maintain a respectful distance and ensure that all activities on the site are conducted in a professional, orderly, and courteous manner.

7. Signage.

   Response: The current signage is minimal, tasteful, and in compliance with Section 39-9.8 of the Chandler Municipal Sign Code.

8. Exterior lighting with reference to adjacent properties.

   Response: Lighting on the Property consists of building mounted lighting required to meet building safety requirements. There is a City of Chandler streetlight at the front of the Property that provides ample lighting at the entry to the site.

9. Stormwater retention and landscaping.

   Response: There is a retention basin at the rear of the Property and a recessed landscape area at the front of the building for the capture and retention of stormwater runoff from Bracken Lane. Landscaping is provided in the form of landscape buffers on the northern and eastern boundaries of the site, with a small amount of landscaping along the southern boundary and within landscape islands in the parking areas. With the implementation of the proposed use, there will be no change to the previously approved grading and drainage plan.

10. Site and building design for conformance with the General Plan and policies and City standards.

    Response: As previously discussed, the General Plan land use designation for this property is "Employment". This designation is characterized by a mix of land uses including industrial, commercial, institutional, recreation, neighborhoods, and a range of residential densities. Price Road Industrial Park has been designed as an attractive industrial setting with a unique mix of businesses. The Ponderosa Medical Marijuana Facility will be consistent with the Employment designation in that it provides employment

opportunities and a valuable commercial service to residents of Chandler that may live or work in the area.

Enhanced Criteria Established through Text Amendment dated February 9, 2023

On February 9, 2023 the Chandler City Council approved Ordinance No. 5044, a citywide text amendment allowing a Medical Marijuana Facility in the I-1 Zoning District, with the satisfaction of additional criteria. Shown below are the additional criteria and how this application meets them.

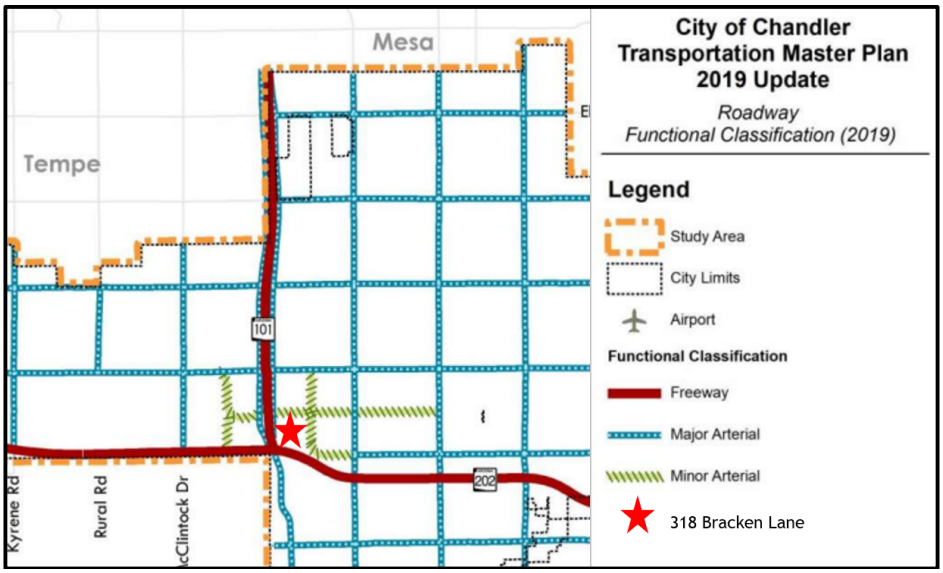
A Medical Marijuana Facility:

1) Must be incidental to an existing cultivation site and/or infusion food establishment.

   RESPONSE: As previously noted, 318 Bracken Lane is the site of an existing marijuana cultivation site and infusion food establishment authorized by AZDHS and the City of Chandler Zoning Clearance process. (Cases PLA21-0339 and PLA21-0483). The Medical Marijuana Facility requested within this application will be incidental to those uses.

2) Shall be located within 1,320 feet of an arterial roadway, measured in a straight line from the closest exterior wall of the cultivation site and/or infusion food establishment to the center of the arterial roadway;

   RESPONSE: The Property is located approximately 535-feet from Frye Road. Frye Road is designated in the City of Chandler Transportation Master Plan as a Minor Arterial as shown in the graphic on the next page. Additionally, the western property line of the Property is located approximately 615-feeteast of the South Price Road Major Arterial Roadway.



3) Shall be within 500 feet of the C-2 or C-3 zoning district, or a PAD district where C-2 or C-3 commercial uses are allowed, and

RESPONSE: As shown on the next page, the Property is located approximately 57-feet from the Chandler Hilton PAD property. The Development Booklet approved on September 4, 2006 (DVR06-0012), includes the following language: "Permitted uses on the Commercial Site shall include any use or similar use allowed in a C-2 District as indicated in the Chandler Zoning District…). Accordingly, this request meets the criteria for the required distance from a commercially zoned district.



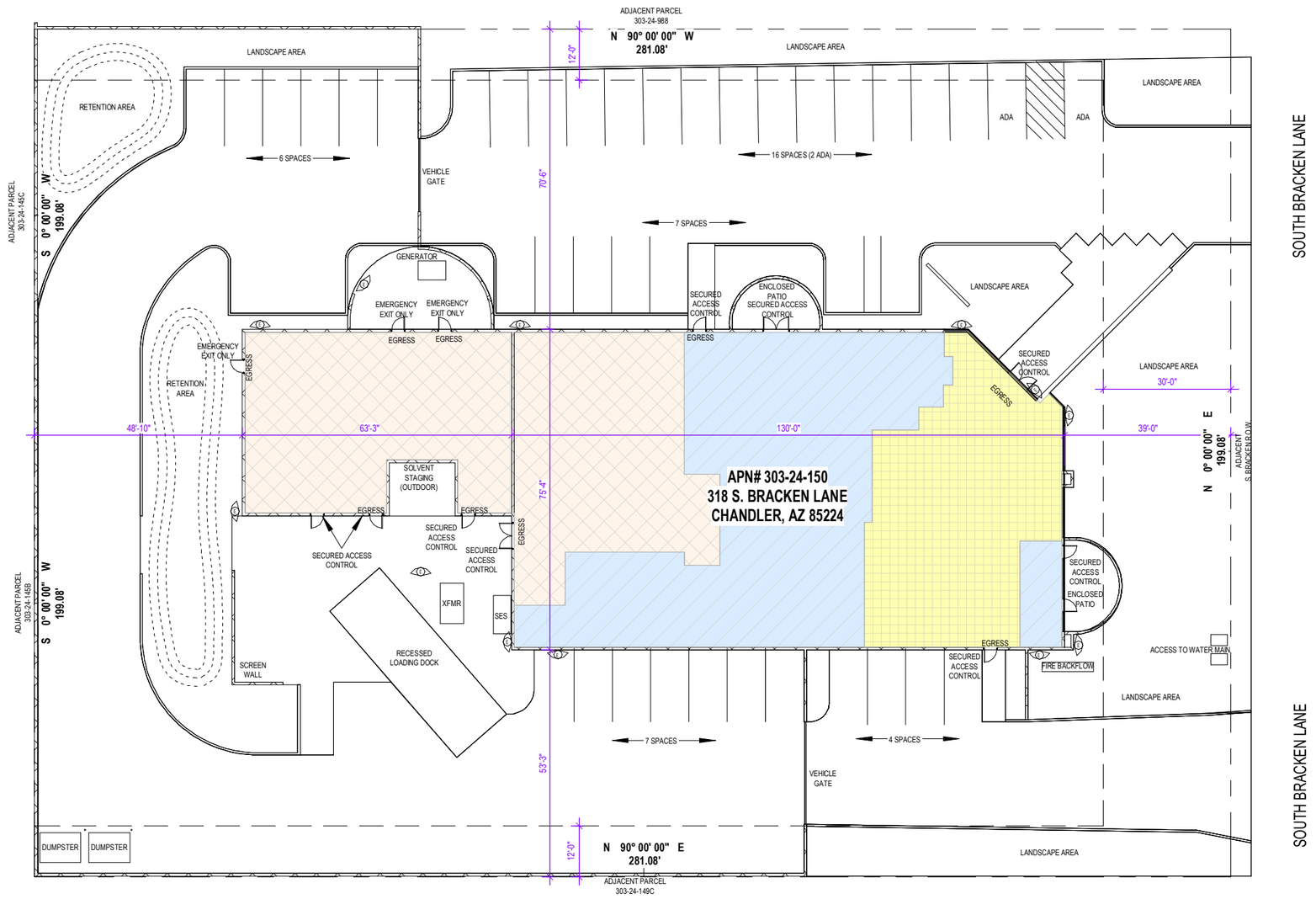
4) Shall have frontage and access from public right-of-way.

RESPONSE: The Property has frontage on Bracken Lane. As previously noted, the Property is within Lot 6, of Price Road Industrial Park Unit 1, a subdivision platted in 1980 (Recorded at Instrument No. 1980-0298021, Book 226, Page 19). Language on the Plat "dedicates to the public for use as such the streets and the use of easements…). Moreover, Bracken Lane is maintained by the City of Chandler.

CONCLUSION

Ponderosa is a unique and successful business in the City of Chandler. Again, this application is simply to renew an approved Conditional Use Permit to allow for a dispensary in conjunction with the existing cultivation site and infusion establishment that has operated for over two years and are allowed to exist by right. They have operated in an orderly fashion, without complaint, and in a manner respectful of the surrounding properties. This application is to allow for the continued use of a dispensary or "Medical Marijuana Facility" in conjunction with those existing uses and will operate within the many rules and regulations established by AZDHS and the City of Chandler. Approval of this Conditional Use Permit will allow the Property Owner to create jobs and produce sales and subsequent tax revenue for the City while using the Property in a manner that is compatible with surrounding structures and uses.

PLH24-0006 Ponderosa Dispensary



1 SITE PLAN

1" = 30'-0"

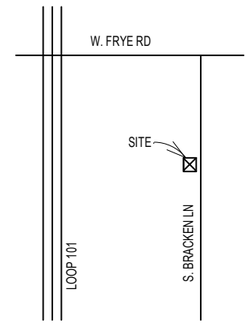
0" 1/2" 1"

SCALE FORMAT: 11"X17"



318 S. BRACKEN LANE PARKING ANALYSIS			
USE	REQUIREMENT	REQUIRED SPACES	PROVIDED SPACES
RETAIL DISPENSARY	1 SPACE / 250 SF	10	14
CULTIVATION & INFUSION	1 SPACE / 1000 SF	10	14
OFFICE	1 SPACE / 250 SF	1	12
TOTAL		21 SPACES	40 SPACES

VICINITY MAP



MEDICAL MARIJUANA SITE REVIEW KEY

- DIAGONAL HATCH REPRESENTS MEDICAL MARIJUANA DISPENSARY
- CROSS HATCH REPRESENTS MEDICAL MARIJUANA CULTIVATION/EXTRACTION
- BLUE AREA REPRESENTS MEDICAL MARIJUANA INFUSION AREA
- EXTERIOR WALL
- INTERIOR WALL
- (E) WIDE ANGLE EXTERIOR CAMERA

PROJECT DATA

APN:	303-24-150
ZONING:	I-1
ADDRESS:	318 S. BRACKEN LANE CHANDLER, AZ 85224
LEGAL DESCRIPTION	PRICE ROAD INDUSTRIAL PARK UNIT NO 1 MCR 226-19
OWNER:	BRACKEN PROPERTY HOLDINGS LLC 2055 E. 5TH STREET TEMPE, AZ 85281 MICHAEL O'BRIEN - 480-213-1402
ENGINEER/DESIGN:	ROCA VERDE DESIGN BUILD TOM LASSEN, P.E.
PHONE:	480-267-5163
EMAIL:	TOML@ROCA-VERDE.COM
PROPERTY AREA:	56000 SF
TOTAL FLOOR AREA:	12394 SF
LOT COVERAGE:	22.1%
OCCUPANCY:	MIXED B, S, H-3

CONSTRUCTION TYPE: TYPE V (SPRINKLERED)

ROCA VERDE DESIGN BUILD
2105 N. NEVADA ST
CHANDLER, AZ 85225
OFFICE: 480-539-0111
FAX: 480-632-7594

THESE PLANS, DRAWINGS, AND DESIGNS ARE THE PROPERTY OF ROCA VERDE DESIGN BUILD. ALL RIGHTS RESERVED AND SHALL NOT BE REPRODUCED OR COPIED.

CUSTOMER INFORMATION

PONDEROSA BOTANICAL CARE, INC.
318 S. BRACKEN LN.
CHANDLER, AZ 85224

PONDEROSA EAST

PONDEROSA DISPENSARY

REVISION HISTORY

DATE	DESCRIPTION

DESIGNED	TL
APPROVED	MO

NOT FOR CONSTRUCTION

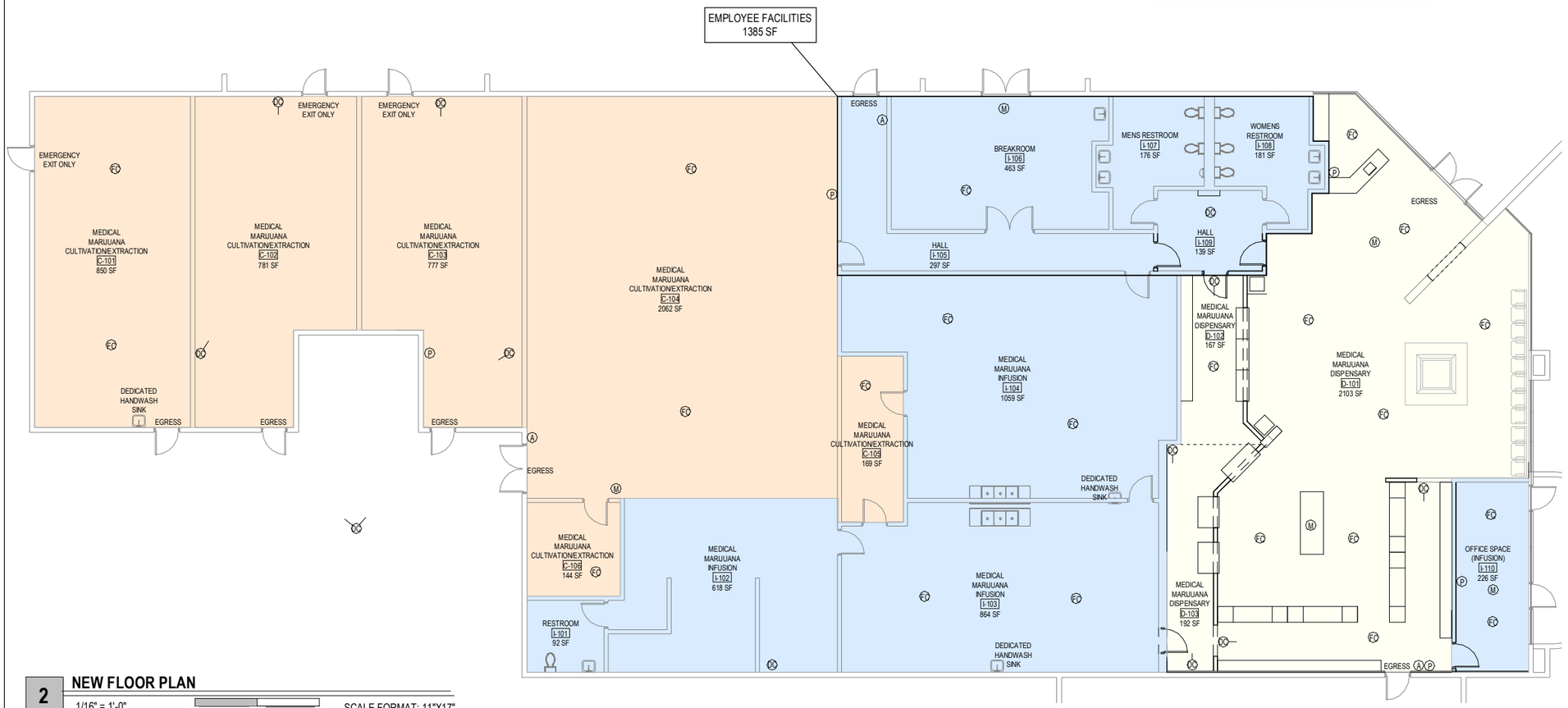
SITE PLAN

A1.1

MEDICAL MARIJUANA AREA TABLE

Number	Name	Area	OCC	USE
C-101	MEDICAL MARIJUANA CULTIVATION/EXTRACTION	850 SF		
C-102	MEDICAL MARIJUANA CULTIVATION/EXTRACTION	781 SF		
C-103	MEDICAL MARIJUANA CULTIVATION/EXTRACTION	777 SF		
C-104	MEDICAL MARIJUANA CULTIVATION/EXTRACTION	2062 SF		
C-105	MEDICAL MARIJUANA CULTIVATION/EXTRACTION	169 SF		
C-106	MEDICAL MARIJUANA CULTIVATION/EXTRACTION	144 SF		
C-MISC	MISC SPACE (UNDERWALLS)	Not Placed		
D-101	MEDICAL MARIJUANA DISPENSARY	2103 SF		
D-102	MEDICAL MARIJUANA DISPENSARY	167 SF		
D-103	MEDICAL MARIJUANA DISPENSARY	192 SF		
D-MISC	MISC SPACE (UNDERWALLS)	Not Placed		
I-101	RESTROOM	92 SF		
I-102	MEDICAL MARIJUANA INFUSION	618 SF		
I-103	MEDICAL MARIJUANA INFUSION	864 SF		
I-104	MEDICAL MARIJUANA INFUSION	1059 SF		
I-105	HALL	297 SF		
I-106	BREAKROOM	463 SF		
I-107	MENS RESTROOM	176 SF		
I-108	WOMENS RESTROOM	181 SF		
I-109	HALL	139 SF		
I-110	OFFICE SPACE (INFUSION)	226 SF		
I-MISC	MISC SPACE (UNDERWALLS)	Not Placed		

MEDICAL MARIJUANA CULTIVATION/EXTRACTION	4983 SF
MEDICAL MARIJUANA DISPENSARY	2500 SF
MEDICAL MARIJUANA INFUSION & MISC SPACE	4911 SF



2 NEW FLOOR PLAN

1/16" = 1'-0"

0" 1/2" 1" SCALE FORMAT: 11"X17"

PROJECT DATA

APN:	303-24-150
ZONING:	I-1
ADDRESS:	318 S. BRACKEN LANE CHANDLER, AZ 85224
LEGAL DESCRIPTION	PRICE ROAD INDUSTRIAL PARK UNIT NO 1 MCR 226-19
OWNER:	BRACKEN PROPERTY HOLDINGS LLC 2055 E. 5TH STREET TEMPE, AZ 85281 MICHAEL O'BRIEN - 480-213-1402
ENGINEER/DESIGN:	ROCA VERDE DESIGN BUILD TOM LASSEN, P.E.
PHONE:	480-267-5163
EMAIL:	TOML@ROCA-VERDE.COM
PROPERTY AREA:	56000 SF
TOTAL FLOOR AREA:	12394 SF
LOT COVERAGE:	22.1%
OCCUPANCY:	MIXED B / H-2
CONSTRUCTION TYPE:	TYPE V (SPRINKLERED)

MEDICAL MARIJUANA SITE REVIEW KEY

- EXTERIOR WALL
- INTERIOR WALL
- DC — DIRECTIONAL CAMERA LOCATION
- FC — 360 CAMERA LOCATION
- A — ALARM PANEL LOCATION
- M — MOTION SENSOR
- P — PANIC BUTTON

ROCA VERDE DESIGN BUILD
2105 N. NEVADA ST
CHANDLER, AZ 85225
OFFICE: 480-539-0111
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PONDEROSA BOTANICAL CARE, INC.
318 S. BRACKEN LN.
CHANDLER, AZ 85224

PONDEROSA EAST

PONDEROSA DISPENSARY

REVISION HISTORY

DATE	DESCRIPTION

DESIGNED	TL
APPROVED	MO

NOT FOR CONSTRUCTION

FLOOR PLAN

A1.2

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 24-045

Date:	September 12, 2024
To:	Mayor and Council
Thru:	Josh H. Wright, City Manager Andy Bass, Deputy City Manager Kevin Snyder, Development Services Director
From:	Mikayela Liburd, Associate Planner
Subject:	PLH24-0014 Celoni Hospitality, LLC, DBA Recreo Cantina
Request:	Entertainment Use Permit time extension to continue to allow live indoor and outdoor entertainment
Location:	28 S. San Marcos Place, generally located ¼ mile south of the southwest corner of Arizona Avenue and Chandler Boulevard
Applicant:	Niels Kreipke

Proposed Motion:

Move City Council approve Entertainment Use Permit, PLH24-0014 Celoni Hospitality, LLC, DBA Recreo Cantina, to continue to allow live indoor and outdoor entertainment subject to the conditions recommended by Planning and Zoning Commission.

Background Data:

- Zoned City Center District (CCD)
- Zoning Code requires Entertainment Use Permit approval for live indoor entertainment within 600 feet of the nearest residentially zoned property and for live outdoor entertainment and speakers within 1,320 feet from the nearest residentially zoned property.
- The initial Entertainment Use Permit (PLH21-0092 Celoni Hospitality, DBA Recreo) was approved in 2022 and had a two (2) year time stipulation.

Surrounding Land Use Data:

North	Existing commercial building	South	Existing commercial zoned CCD
East	San Marcos Place	West	Alley, then existing commercial building zoned CCD

Proposed Development:

Hours of Operation	Sunday-Thursday: 11:00am to 10:00pm Friday and Saturday: 11:00am to 12:00am
Hours of Entertainment	Same as opening hours
Building Square Footage	3,700 Sq.ft.
Patio Square Footage	5,800 Sq.ft
Staff	30 Full-time 15 Part-time

Review and Recommendation:

The restaurant offers various types of entertainment, inclusive of DJ's, live amplified bands and outdoor speakers. An Entertainment Use Permit (EUP) in the City Center District (CCD) is required for entertainment activities provided outdoors with the property being located within 1,320 feet of a residentially zoned property and if there is entertainment provided indoors with the property being located 600 feet of less from a residentially zoned property. The nearest residentially zoned property is approximately 520 feet from Recreo.

The initial Entertainment Use Permit approval included a two (2) year time condition to evaluate the compatibility of live entertainment with the surrounding residential and business developments. There have been no reports of disturbances.

Planning staff has reviewed the request and finds consistency with the General Plan and CCD zoning and recommends approval with no additional time condition.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting sign was posted on the site and on social media via NextDoor.
- A neighborhood meeting was held on May 30, 2024. No one attended other than the applicant. As of the writing of this memo, Planning staff is not aware of any opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting August 21, 2024
Motion to Approve

In Favor:5 Opposed:0 Absent:2 (Koshiol and Barichello)

Recommended Conditions of Approval

Planning staff finds the request is in compliance with the General Plan and the Zoning Code. Planning and Zoning Commission recommends City Council approve the Use Permit, subject to the following conditions:

1. Substantial expansion or modification beyond the approved exhibits (Floor Plan and Narrative) shall void the Entertainment Use Permit and require new Entertainment Use Permit application and approval.
2. The site shall be maintained in a clean and orderly manner.
3. The hours of live entertainment shall be limited to the following days and times:

Monday-Thursday	11:00am to 10:00pm
Friday and Saturday	11:00am to 12:00am

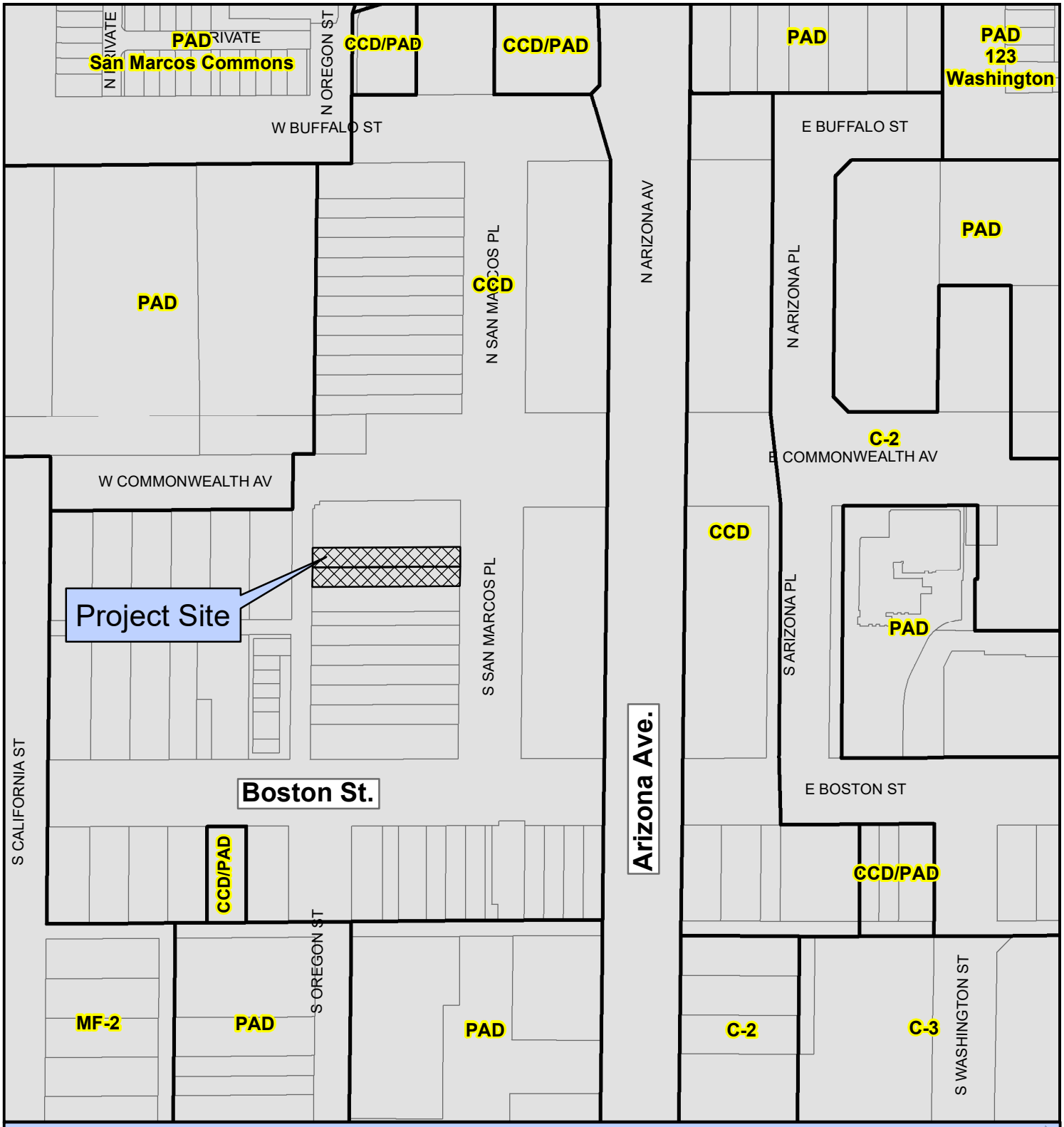
4. Entertainment uses shall be controlled so as to not unreasonably disturb area residents.
5. The establishment shall provide a contact phone number for a responsible person (i.e. bar owner and/or manager) to any interested neighbors or property owners to resolve noise complaints quickly and directly.

Attachments

Vicinity Maps

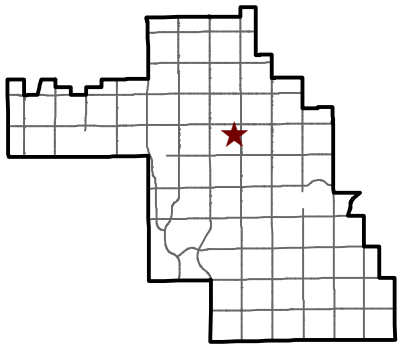
Narrative

Floor Plan



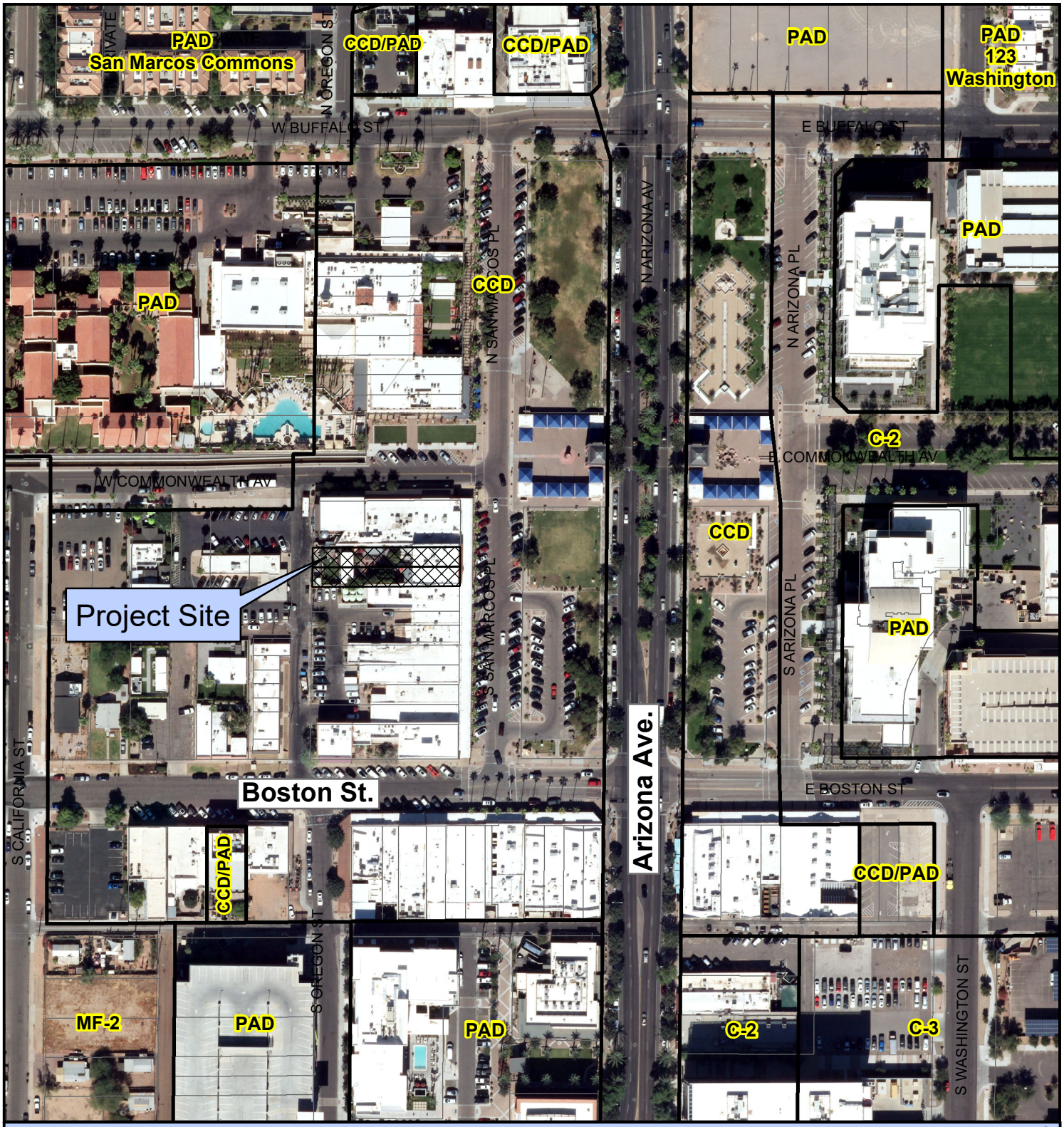
PLH24-0014 Celoni Hospitality, LLC Dba Recreo Cantina

Proposed Project Details
28 S. San Marcos Pl.
Entertainment Use Permit time extension to continue to allow live indoor and outdoor entertainment



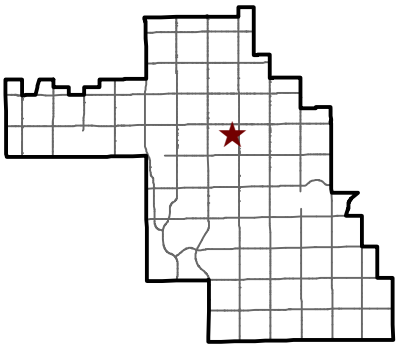
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PLH24-0014 Celoni Hospitality, LLC Dba Recreo Cantina

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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PLH24-0014 Celoni Hospitality, LLC DBA Recreo
Entertainment Use Permit Narrative

Recreo Cantina is located at 28 S San Marcos Pl. On main cross streets Arizona Ave and Boston St. In Downtown Chandler, AZ (85225). This request is for an Entertainment Use Permit to allow live entertainment including live music performances.

Our concept will be serving craft beer, spirits, expertly mixed margaritas, and our famous scorpion shot all paired with our authentic menu. We currently hold a Series-12 liquor license with the State of Arizona to serve such drinks along with other house specialty drinks. Alcoholic substances will be served during operating hours at the restaurant, including on the patio. We have approximately 45 staff members with 30 employees being full-time and 15 being part-time. Recreo Cantina has approximately 111 seats indoor and 97 outdoor seats. The Dining room is about 3,700 Square feet, and the patio is about 5,800 square feet.

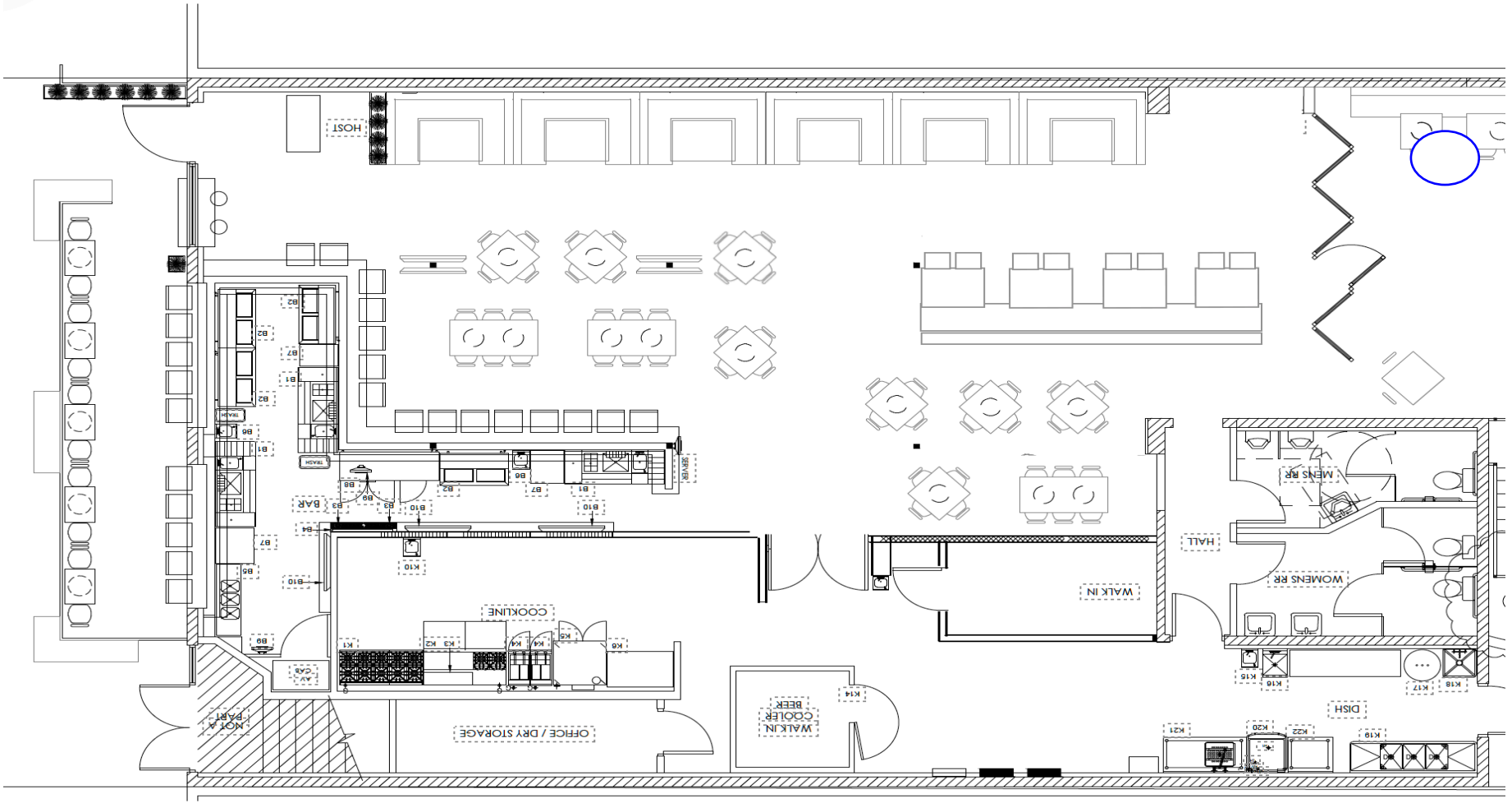
Recreo cantina is currently open from 11 am to 10 pm Sunday through Thursday and 11 am – 12 am Fridays and Saturdays. Recreo Cantina is a full-service Mexican restaurant that offers a tantalizing selection of traditional Mexican Dishes. Each dish bursting with flavor and made with fresh and locally sourced ingredients. From fajitas, tacos, and savory enchiladas, the food provides an experience that immerses you to the vibrant culture, flavors, and ambiance of Mexico. The interior design of the restaurant creates an inviting atmosphere towards our target audience. We anticipate having live music (including single person or multi-person bands) and amplified deejay music scheduled daily within the hours of 11 am – 10 pm (Sunday through Thursday) and 11 am to midnight (Friday and Saturdays), both indoor and outdoor on our patio. If business demands change, then our operations team will take the necessary precautions to notify the City of Chandler. We have a house speaker system that will play background music through the building and patio when live music isn't available.

The patio is closed and is accessible from the inside through our sliding door, with an outdoor swinging door for emergencies only, we have outdoor speakers playing background music according to our concept's theme. Smoking is NOT permitted on our patio, inside or anywhere on the premises. We have a neon sign on the building façade, neon sign facing the south part of the restaurant, as well as colonnade signs and typical storefront signage.

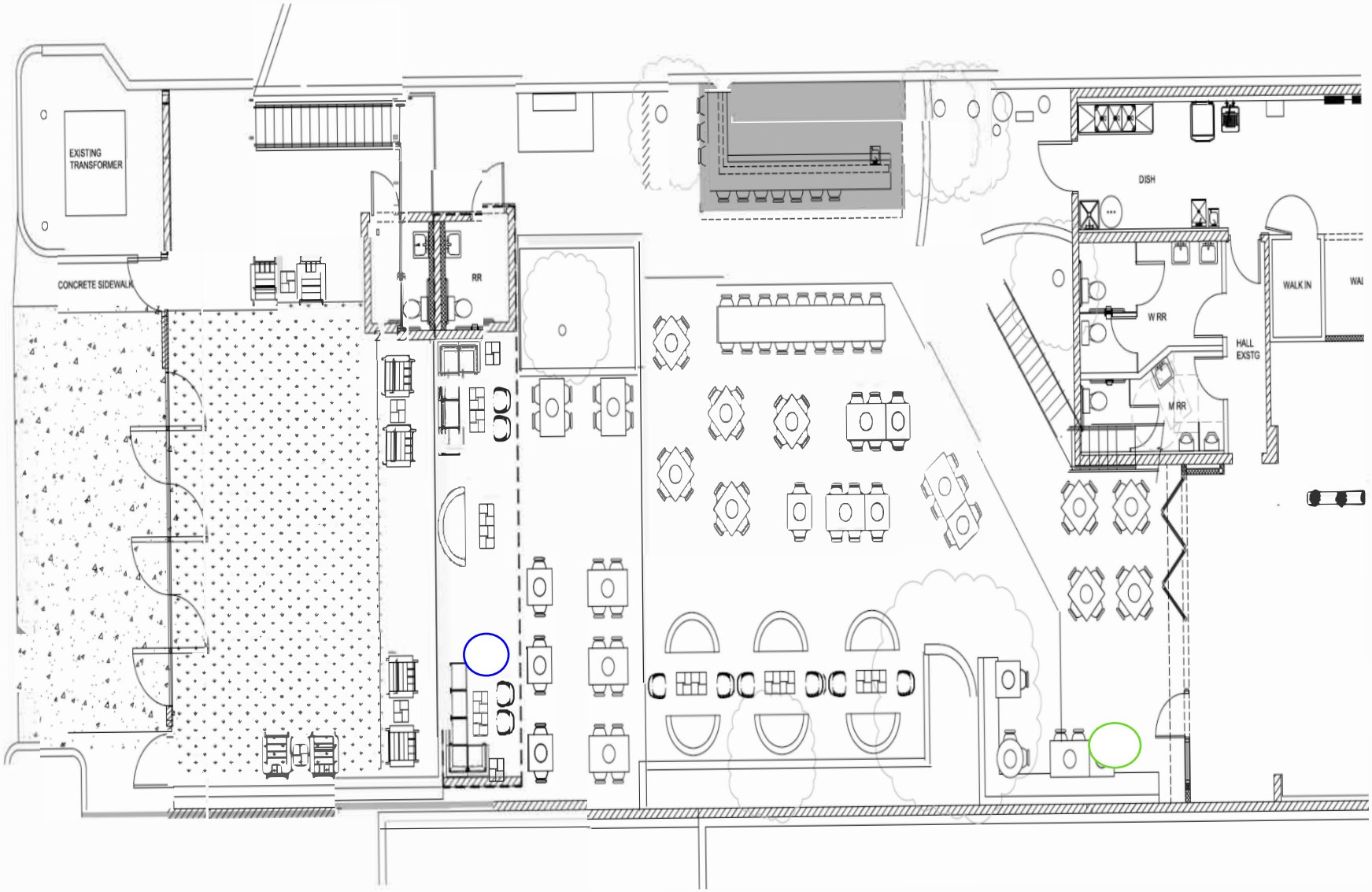
Music programming plays a crucial role in shaping the atmosphere and overall experience of a cantina, especially an authentic Mexican restaurant like Recreo Cantina. Music will enhance the social experience and add depth and richness to the overall dining experience, making it more memorable for guests. We anticipate that it will help downtown Chandler grow into an even busies destination. If there are any questions or concerns, please contact me at 480-999-4935.

Niels Kreipke
Manager,
Recreo, Cantina

PLH24-0014 Celoni Hospitality,LLC Dba Recreo Cantina
Floor Plan



Alternative DJ Location - Inside



DJ Location - #1 Patio

Band Location --- Alternative Patio DJ Location

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Community of Innovation

City Council Memorandum Development Services Memo No. 24-046

Date:	September 12, 2024
To:	Mayor and Council
Thru:	Josh H. Wright, City Manager Andy Bass, Deputy City Manager Kevin Snyder, Development Services Director
From:	Mikayela Liburd, Associate Planner
Subject:	PLH22-0056 Tipsy Egg & The Uncommon
Request:	Entertainment Use Permit time extension to continue to allow live indoor and outdoor entertainment
Location:	1 E Boston Street, generally located ¼ mile south of the southwest corner of Arizona Avenue and Chandler Boulevard.
Applicant:	Niels Kreipke

Proposed Motion:

Move City Council approve Entertainment Use Permit, PLH22-0056 Tipsy Egg & The Uncommon, to continue to allow live indoor and outdoor entertainment subject to the conditions recommended by Planning and Zoning Commission.

Background Data:

- Zoned City Center District (CCD)
- Zoning Code requires Entertainment Use Permit approval for live indoor entertainment within 600 feet of the nearest residentially zoned property and for live outdoor entertainment and speakers within 1,320 feet of a residentially zoned property.
- The initial Entertainment Use Permit (PLH19-0045 Tipsy Egg/The Uncommon) approval was issued in 2019 with a one (1) year time condition. Changes in City staff and pandemic-related business impacts delayed the application to extend the EUP. The applicant and City staff worked together to bring the applicant back into compliance through this request.

Surrounding Land Use Data:

North	Office	South	Commercial (Currently vacant)
East	Commercial	West	Commercial

Proposed Development:

Building Square Footage	9,000 Sq.ft.
Number of Employees	35 Full-time 20 Part-time
Tipsy Egg	
Hours of Operation	7:00am to 2:30pm daily
Patio	425 Sq.ft.
The Uncommon	
Hours of Operation	11:00am to 2:00am daily
Patio	1,000 Sq.ft
Hours of entertainment (Both restaurants)	Sunday-Thursday 11:00am to 11:00pm Fridays and Saturdays 9:00am to 12:00am

Review and Recommendation:

The dual restaurant concept of Tipsy Egg and The Uncommon offers a variety of entertainment activities, which include background music as well as indoor and outdoor live performances. An Entertainment Use Permit (EUP) in the City Center District (CCD) is required for entertainment activities provided outdoors with the property being located within 1,320 feet of a residentially zoned property and if there is entertainment provided indoors with the property being located 600 feet or less from a residentially zoned property. The nearest residentially zoned property is approximately 715 feet from Tipsy Egg and The Uncommon.

The initial Entertainment Use Permit approval included a one (1) year time condition to evaluate the compatibility of live entertainment with the surrounding residential and business developments. There have been no reports of disturbances.

Planning staff has reviewed the request and finds consistency with the General Plan and CCD zoning and recommends approval with no additional time condition.

Public / Neighborhood Notification

- The request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting sign was posted on the site and on social media via NextDoor.
- A neighborhood meeting was held on May 28, 2024. No one attended other than the applicant.
- As of the writing of this memo, Planning staff is not aware of any opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting August 21, 2024
Motion to Approve

In Favor:5 Opposed:0 Absent:2 (Koshiol and Barichello)

Recommended Conditions of Approval

Planning and Zoning Commission recommends City Council approve the Use Permit, subject to the following conditions:

1. Substantial expansion or modification beyond the approved exhibits (Floor Plan, Site Plan and Narrative) shall void the Entertainment Use Permit and require new Entertainment Use Permit application and approval.
2. The Entertainment Use Permit is non-transferable to any other location.
3. The site shall be maintained in a clean and orderly manner.
4. All roof mounted equipment shall be screened.
5. The hours of live entertainment shall be limited to the following days and times:

Sunday-Thursday	11:00am to 11:00pm
Friday and Saturday	9:00am to 12:00am

6. Entertainment uses shall be controlled so as to not unreasonably disturb area residents.
7. The establishment shall provide a contact phone number for a responsible person (i.e bar owner and/or manager) to any interested neighbors or property owners to resolve noise complaints quickly and directly.

Attachments

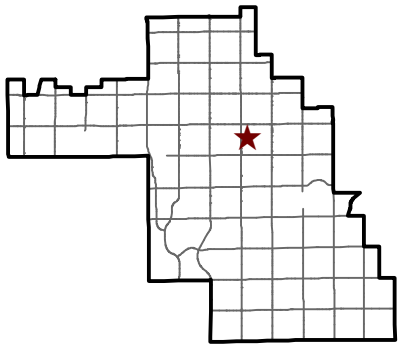
Vicinity Maps
Narrative
Site Plan

Floor Plan



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



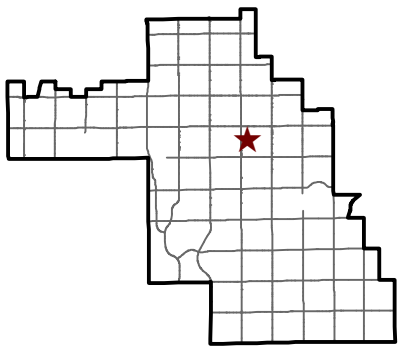
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PLH22-0056 Tipsy Egg & The Uncommon

Proposed Project Details
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PLH22-0056 Tipsy Egg & The Uncommon Narrative

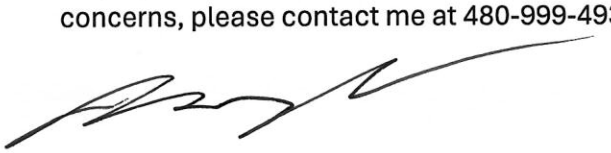
The Tipsy Egg and The Uncommon are located at 1 East Boston Street, at the corner of Arizona Avenue and Boston Street in Downtown Chandler, AZ 85225. This request is for an Entertainment use permit to allow live entertainment including live musical performances.

Both concepts will be serving craft beer, wines, spirits, coffee drinks, mimosas, and Bloody Mary's to pair with our menus. We currently hold a series 12 liquor license with the State of Arizona to serve such drinks as stated along with other house specialty drinks. Alcoholic substances will be served during operating hours at both concepts including on their patios. We have approximately 55 staff members with 35 employees being full-time and 20 being part-time. Tipsy Egg will have approximately 124 indoor and 30 outdoor seats outside. Tipsy Egg's Patio is approximately 425 square feet. The Uncommon's patio is approximately 1,000 square feet.

Tipsy Egg is currently open Daily from 7:00 am till 2:30 pm. The Uncommon is currently on a different schedule, closed on Tuesdays and open the remainder of the week at variable hours. However, we anticipate being open 11:00 am to 2 am seven days a week. The Uncommon pairs a sports bar with TV screens with a nostalgic experience with our retro arcade games such as Pinball, Pacman, Gallaga etc. We diversify our games by rotating them periodically to elevate our guest's experience. The Uncommon also offers table games for different preferences such as skeeball, Shuffleboards, pool table, etc. Tipsy Egg offers a unique boozy brunch experience by providing a diversified menu to our guests. We anticipate having live music and amplified deejay music scheduled daily within the hours of 11 am to 11 pm (Sunday through Thursday) and 9 am to midnight (Friday and Saturdays), both indoors and outdoors on our patios. However, business demands change them our operations team will take the necessary precautions to notify City of Chandler. We have a house speaker system that will play background music throughout the building and patios when live music isn't available.

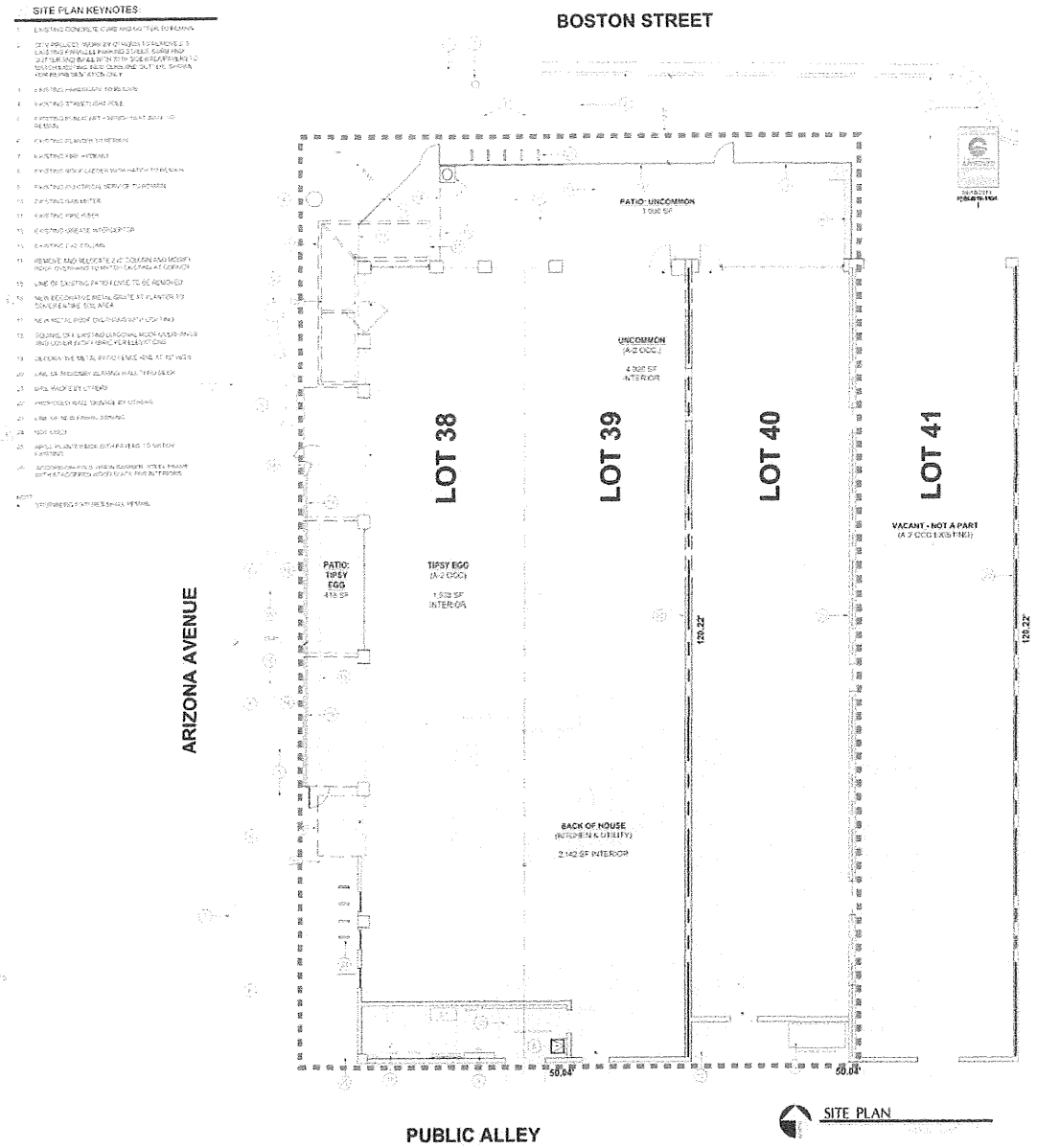
Both patios are fenced and accessed from the inside, through garage doors and/or siding glass doors, with outward swinging gates for emergencies only, we have 4 Outdoor speakers playing background music on each concept's patio. Smoking is NOT permitted on either patio, inside or anywhere on the premises. Behind The Uncommon outdoor stage, we have a built pivot privacy screen that closes off the patio during live music performances and opens when not in use.

Both restaurants are open and operating. Music programming is a key component to the concepts and will help them grow into the thriving businesses that we have envisioned. The music programming will complement the vibrant downtown music entertainment scene and we anticipate helping downtown Chandler grow into an even busier destination. If there are any questions or concerns, please contact me at 480-999-4935.



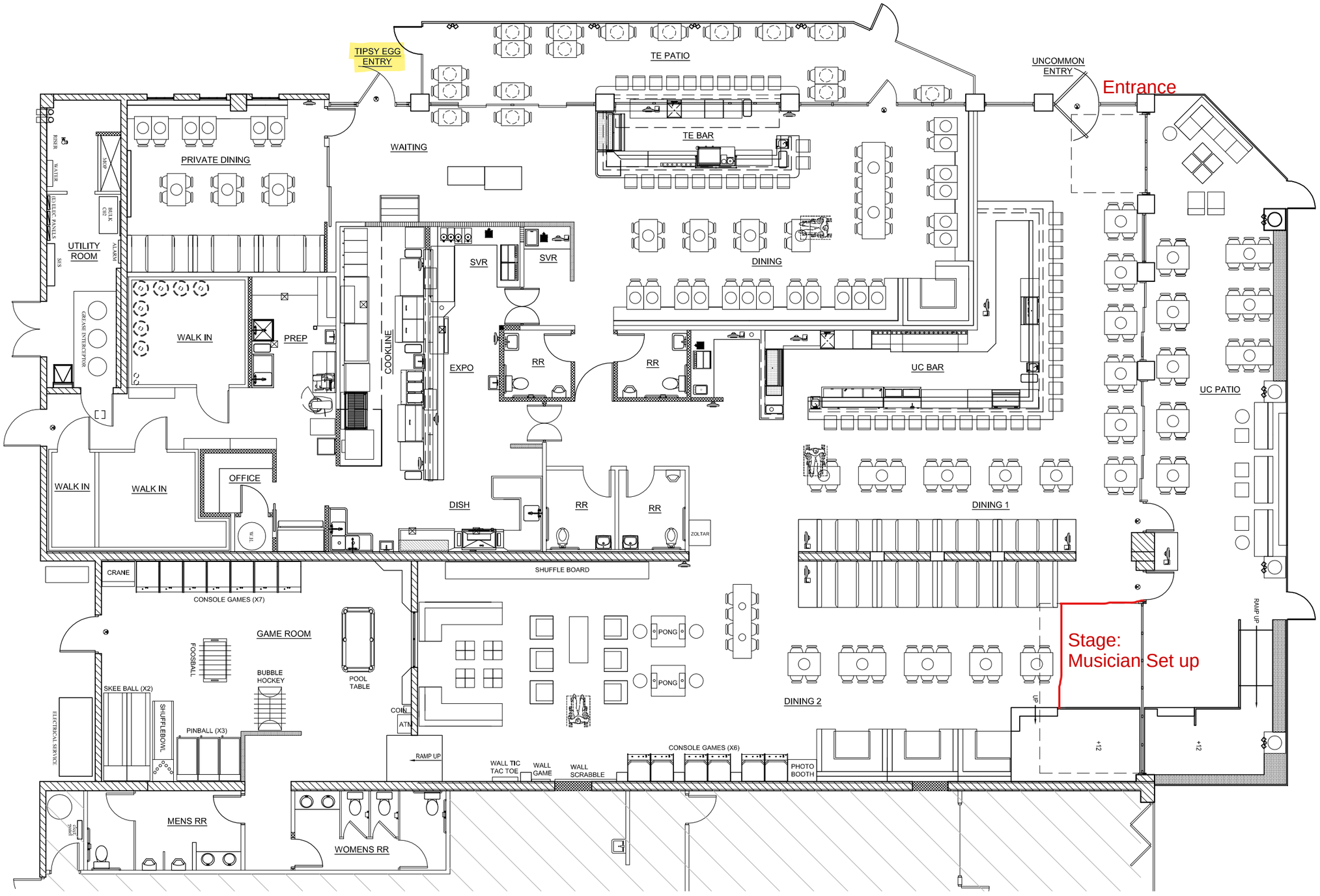
Niels Kreipke
Manager,
Tipsy Egg and The Uncommon

SITE PLAN



PLH22-0056 Tipsy Egg & The Uncommon

PLH22-0056 Tipsy Egg & The Uncommon



PROJECT ADDRESS:
1 EAST BOSTON STREET
CHANDLER, ARIZONA 85225

PROJECT NAMES:
TIPSY EGG
UNCOMMON

GROSS AREA:
INTERIOR = 9,000sf TOTAL
5,983sf (PREVIOUS RESTAURANT) EXISTING
3,017sf (PREVIOUS RESTAURANT DINING AREA)

EXTERIOR = 1,418sf TOTAL
1,000sf NORTH PATIO
418sf WEST PATIO

OCCUPANCY LOAD:
INTERIOR:
TIPSY EGG (TE) = (124 OCC)

MAIN DINING	71 SEATS
PRIVATE DINING	32 SEATS
BAR	12 SEATS

UNCOMMON (UC): (254 OCC)

MAIN DINING 1	58 SEATS
MAIN DINING 2	101 SEATS
BAR	25 SEATS
GAME ROOM	692sf / 15 = 46 OCC
WAITING	166sf / 15 = 11 OCC
STAGE	198sf / 15 = 13 OCC

SERVICE: (12 OCC)

KITCHEN (SERVICE)	(1,626 SF / 200) = 7
BAR (TE)	(227 SF / 200) = 1
BAR + SERVICE (UC)	(478 SF / 200) = 3
UTILITY	(250 SF / 300) = 1

TOTAL OCCUPANT LOAD = 390 INTERIOR

EXTERIOR: (79 OCC)

TE PATIO (WEST)	30 SEATS
UC PATIO (NORTH)	49 SEATS

TOTAL **OCCUPANT LOAD = 79 EXTERIOR**

NORTH

FLOOR PLAN

SCALE: 3/32" = 1'-0"

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 24-047

Date:	September 12, 2024
To:	Mayor and Council
Thru:	Josh H. Wright, City Manager Andy Bass, Deputy City Manager Kevin Snyder, Development Services Director
From:	Mikayela Liburd, Associate Planner
Subject:	PLH24-0013 Legends Showcase Bar & Grill
Request:	Entertainment Use Permit approval to allow for indoor live entertainment, speakers and television screens.
Location:	2386 N Alma School Road, generally located north of the northwest corner of Alma School and Warner roads
Applicant:	Sherry Chen

Proposed Motion:

Move City Council approve Entertainment Use Permit, PLH24-0013 Legends Showcase Bar & Grill, to allow for indoor live entertainment, speakers and television screens subject to the conditions recommended by Planning and Zoning Commission.

Background Data:

- Zoned Planned Area Development (PAD) for Commercial Development.
- Zoning Code requires Entertainment User Permit Approval for live indoor entertainment within 600 feet of the nearest residentially zoned property.
- Due to the proximity to a residentially zoned area and the restaurant's desire to offer indoor entertainment options, an Entertainment Use Permit is required.

Surrounding Land Use Data:

North	Commercial	South	Commercial

East	Alma School Road, then Single-Family Residential	West	Commercial

Proposed Development:

Suite Square Footage	5,400 Square Feet
Seats	160 Seats
Hours of Operation	Tuesday-Sunday: 11:00am-9:00pm
Hours of Entertainment	Tuesday-Sunday: 11:00am-9:00pm (Karaoke sessions from 5:30pm to 8:30pm)

Review and Recommendation:

Legends Showcase Bar & Grill will provide patrons with live entertainment such as musical performances, disc jockeys, and karaoke, which will use twelve (12) speakers distributed throughout the premises and 10 television screens, all of which will be indoors. No entertainment components will be held outdoors.

As Entertainment Use Permit is required for entertainment provided indoors, with the property being located 600 feet or fewer from a residentailly zoned property. The nearest residentially zoned property is approximately 220 feet from Legends Showcase Bar & Grill. Planning staff has reviewed the request and finds consistency with the General Plan and recommends approval with a time condition of one (1) year to evaluate the compatibility of the live entertainment with the surrounding residentail and business development.

Public / Neighborhood Notification

- The request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting sign was posted on the site and on social media via NextDoor.
- A neighborhood meeting was held on April 29, 2024. No one attended other than the applicant.
- As of the writing of this memo, Planning staff is not aware of any opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting August 21, 2024
Motion to Approve

In Favor:5 Opposed:0 Absent:2 (Koshiol and Barichello)

Recommended Conditions of Approval

Planning and Zoning Commission recommends City Council approve the Use Permit, subject to the following conditions:

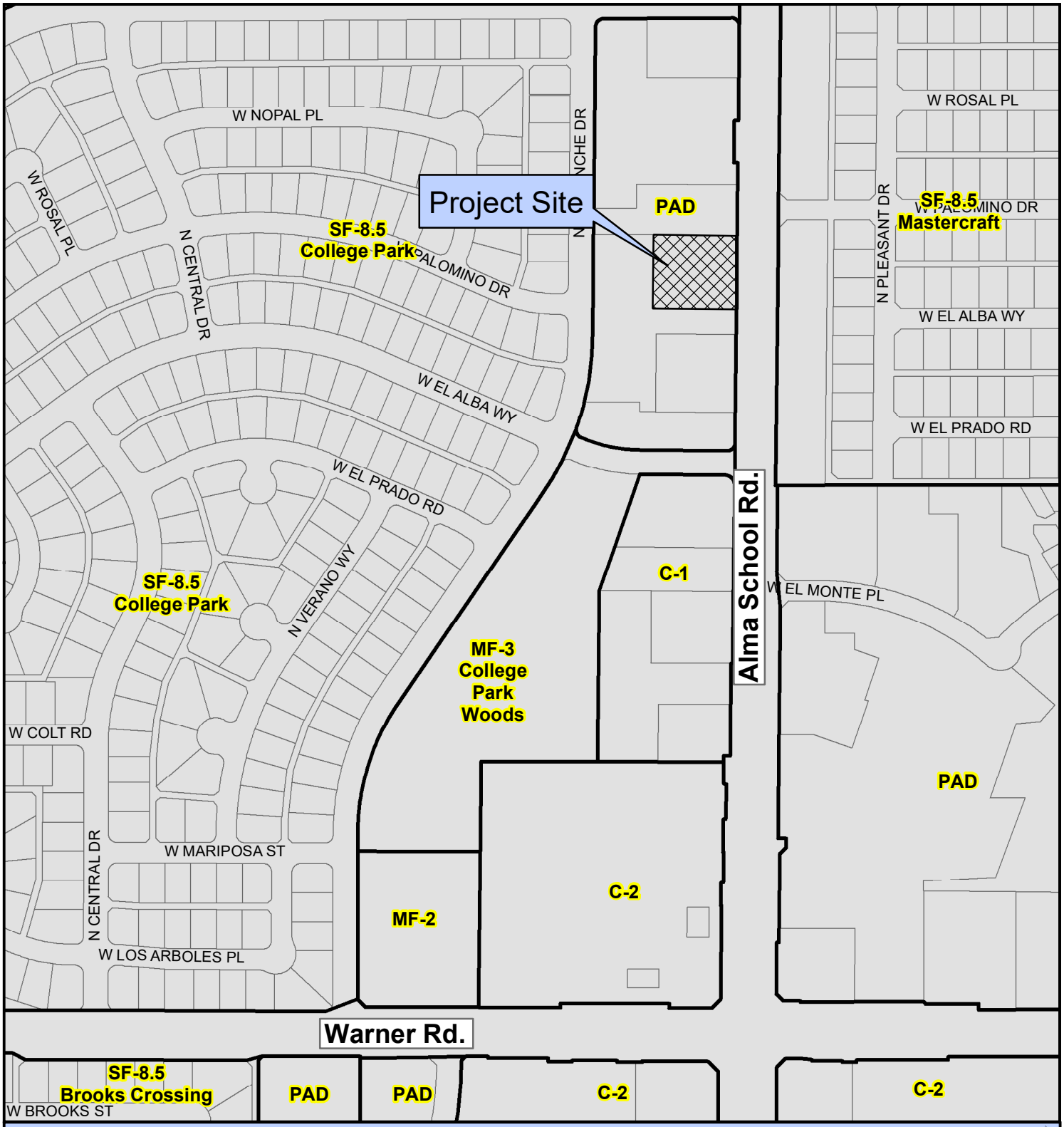
1. Substantial expansion or modification beyond the approved exhibits (Floor Plan and Narrative) shall void the Entertainment Use Permit and require new Entertainment Use Permit application and approval.
2. The Entertainment Use Permit is non-transferable to any other location.
3. The site shall be maintained in a clean and orderly manner.
4. The hours of live entertainment shall be limited to the following days and times: Tuesday - Sunday, 11:00am - 9:00pm; Karaoke sessions from 5:30pm - 8:30pm
5. Entertainment uses shall be controlled so as to not unreasonably disturb area residents.
6. The establishment shall provide a contact phone number for a responsible person (i.e restaurant owner and/or manager) to any interested neighbors or property owners to resolve noise complaints quickly and directly.
7. The Entertainment Use Permit shall remain in effect for one (1) year from the date of City Council approval. Continuation of the Entertainment Use Permit beyond the expiration date shall require reapplication and approval by the City of Chandler.

Attachments

Vicinity Maps

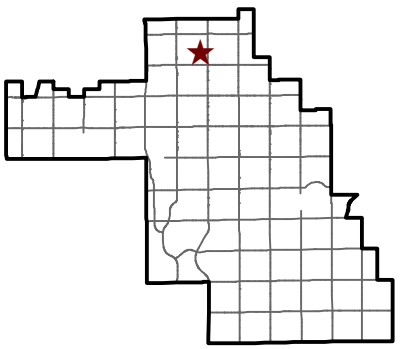
Narrative

Floor Plan



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



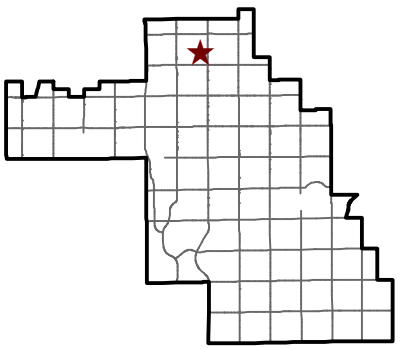
CHANDLER arizona

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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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PLH24-0013

Legends Showcase Bar & Grill

Legends Showcase Bar & Grill is seeking an Entertainment Use Permit for our Series 12 (Restaurant) liquor licensed premises located at 2386 N Alma School Rd, Chandler, AZ 85224, within Alma School Shoppes II. We are pursuing this permit due to our proximity to a residentially zoned area and our intention to offer indoor entertainment options.

As Legends Showcase Bar & Grill prepares to serve the City of Chandler in the coming years, we aim to enhance our patrons' experience by introducing musical performances, disc jockeys, and karaoke among our various offerings. We believe that obtaining an Entertainment Use Permit aligns with the surrounding area.

Our proposed entertainment permit, in conjunction with our standard operating hours from 11:00 am to 9:00 pm on Tuesdays through Sundays, will also include karaoke sessions from 5:30 pm to 8:30 pm. We will provide speakers only for indoor TVs and background music, with approximately 12 speakers distributed throughout the premises and 10 indoor TVs. Our entertainment lineup will primarily feature soloists, DJs, and karaoke. Similar entertainment options at neighboring establishments have offered residents of Chandler and visitors of Downtown Chandler enjoyable and safe entertainment choices, and we aim for Legends Showcase Bar & Grill to contribute to this experience.

To address any concerns from neighboring residents, we have appointed a neighborhood liaison whose contact information will be provided. Additionally, all managers or individuals in charge will be briefed on acceptable volume levels for entertainment and trained to intervene promptly if a musical artist exceeds these levels.

our bar and dining area, where comfort meets sophistication. With a total capacity of 160 seats, our space offers ample room for you and your companions to relax and enjoy a delightful culinary experience. Spanning across 5,400 square feet, our premises are designed to provide a spacious and inviting atmosphere for all our guests. Whether you're here for a casual drink at the bar or a sumptuous meal with friends and family, our indoor area offers the perfect setting for any occasion. Legends Showcase Bar & Grill specializes in American Fusion and Steakhouse cuisine, accompanied by premium alcoholic beverages and craft beer. We seek to further enhance our offerings by introducing electrically amplified and acoustic live entertainment as another appealing aspect of Legends Showcase Bar & Grill.

We sincerely appreciate your time and consideration in granting this Entertainment Use Permit to Legends Showcase Bar & Grill.

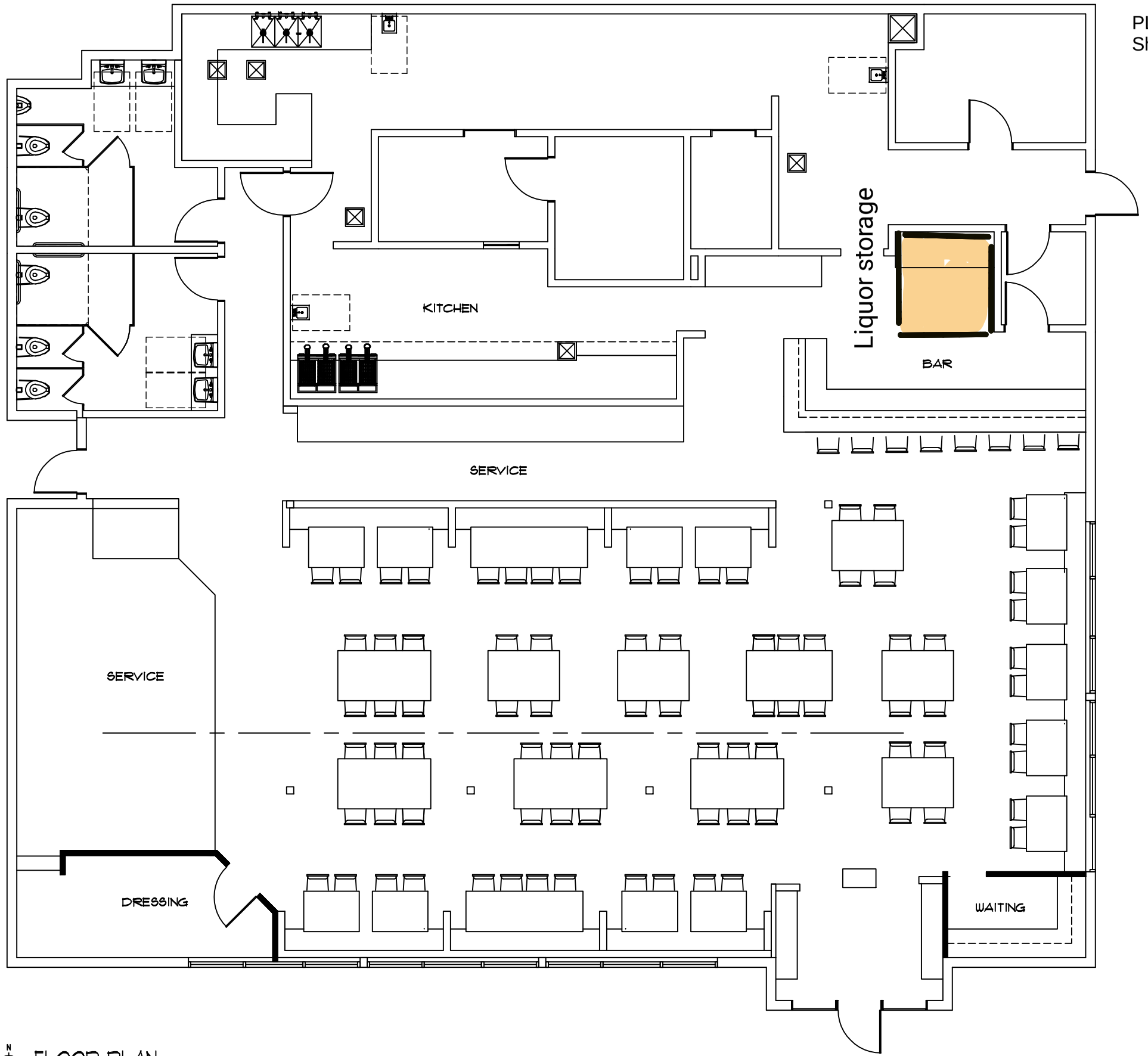
Legends Showcase Bar & Grill

Sherry Chen

480-777-2020 (b)

602-684-4820 (c)

PLH24-0013
Showcase Legends Bar & Grill



N

FLOOR PLAN

SCALE 1/8" = 1'-0"

EXISTING WALLS TO BE REMOVE

EXISTING WALLS TO REMAIN

NEW WALLS

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 24-048

Date: September 12, 2024
To: Mayor and Council
Thru: Josh H. Wright, City Manager
Andy Bass, Deputy City Manager
Kevin Snyder, Development Services Director
From: Mikayela Liburd, Associate Planner
Subject: PLH24-0007 Sawtooth Bar and Grill
Request: Entertainment Use Permit time extension to continue to allow live indoor entertainment and entertainment, speakers and television screens
Location: 4929 W Ray Road, generally located at the southeast corner of Ray and Rural roads.
Applicant: Shelley Eich

Proposed Motion:

Move City Council approve Entertainment Use Permit, PLH24-0007 Sawtooth Bar and Grill, to continue to allow live indoor entertainment and entertainment, speakers and television screens, subject to the conditions recommended by Planning and Zoning Commission.

Background Data:

- Zoned Planned Area Development (PAD) for Commercial Uses
- Zoning Code requires Entertainment Use Permit approval for live indoor entertainment within 600 feet of the nearest residentially zoned property.
- The initial Use Permit (LUP17-0006 Fullers Bar & Grill) was issued in 2017. The most recent approval (PLH19-0044-Sawtooth Bar and Grill) was issued in 2019 with a three (3) year time limit. To date, the property has been issued two (2) Entertainment Use Permits. Changes in City staff and pandemic-related business impacts delayed the application to extend the EUP. The applicant and City staff worked together to bring the applicant back into compliance through this request.

Surrounding Land Use Data:

North	Ray Road, then Commercial	South	Commercial
East	Single-Family Residential	West	Commercial

Proposed Development:

Suite Square Footage	2,065 Square Feet
Number of Employees	5 Employees
Hours of Operation	Monday and Tuesday: 2:00pm to 12:00am; Wednesday - Saturday: 2:00pm to 2:00am; Sunday: 12:00pm to 12:00am (10:00am to 12:00am during football season)
Hours of Entertainment	Monday: 8:00pm to 12:00am; Wednesday - Saturday: 9:00am - 1:00am

Review and Recommendation:

The Sawtooth Bar and Grill provides indoor entertainment that consists of karaoke, which uses two (2) speakers and twelve (12) television screens, all of which are provided indoors. No entertainment components are provided outdoors.

An Entertainment Use Permit is required for entertainment provided indoors if the property is located 600 feet or less from a residentially zoned property. The nearest residentially zoned property is approximately 55 feet from Sawtooth Bar and Grill.

The initial Entertainment Use Permit approval included a one (1) year time condition and the most recent approval included a three (3) year time condition. These time conditions were stipulated to evaluate the compatibility of live entertainment with the surrounding residential and business developments.

There have been no reports of disturbances related to music or loud noises. Planning staff has reviewed the request and finds consistency with the General Plan and recommends approval with no further time condition. Planning staff finds the request is in compliance with the General Plan and the Zoning Code.

Public / Neighborhood Notification

- The request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting sign was posted on the site and on social media via NextDoor.
- A neighborhood meeting was held on June 3, 2024. No one was in attendance other than the applicant.
- As of the writing of this memo, Planning staff is not aware of any opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting August 21, 2024
Motion to Approve

In Favor:5 Opposed:0 Absent:2 (Koshiol and Barichello)

Recommended Conditions of Approval

lanning and Zoning Commission recommends City Council approve the Use Permit, subject to the following conditions:

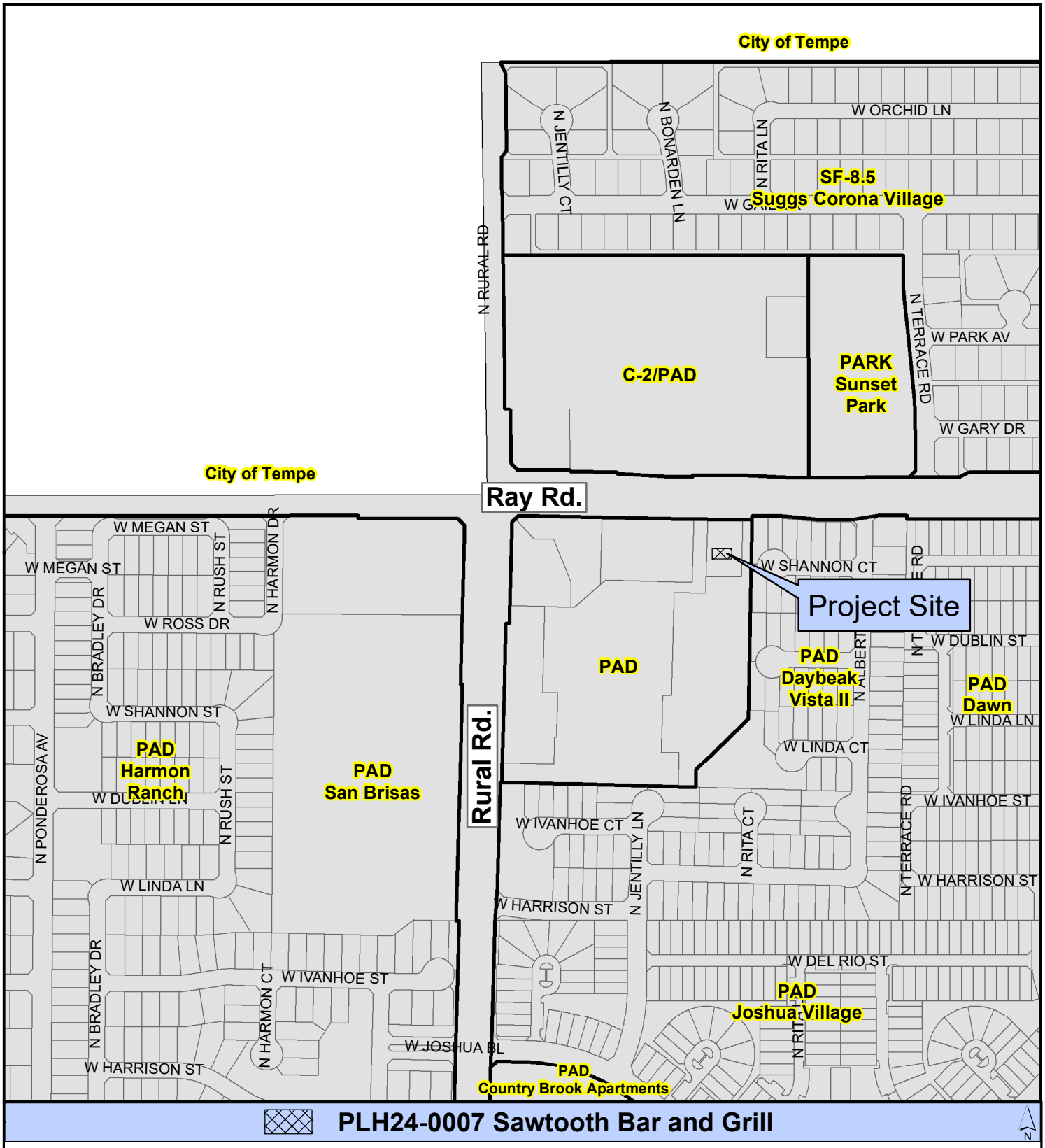
1. Substantial expansion or modification beyond the approved exhibits (Floor Plan, Site Plan and Narrative) shall void the Entertainment Use Permit and require new Entertainment Use Permit application and approval.
2. The Entertainment Use Permit is non-transferable to any other location.
3. The site shall be maintained in a clean and orderly manner.
4. The hours of live entertainment shall be limited to the following days and times:

Hours of Entertainment	Monday: 8:00pm to 12:00am; Wednesday - Saturday: 9:00am to 1:00am

5. Entertainment uses shall be controlled so as to not unreasonably disturb area residents.
6. The establishment shall provide a contact phone number for a responsible person (i.e bar owner and/or manager) to any interested neighbors or property owners to resolve noise complaints quickly and directly.

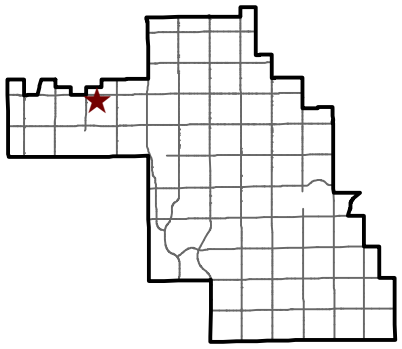
Attachments

Vicinity Maps
Narrative
Site Plan



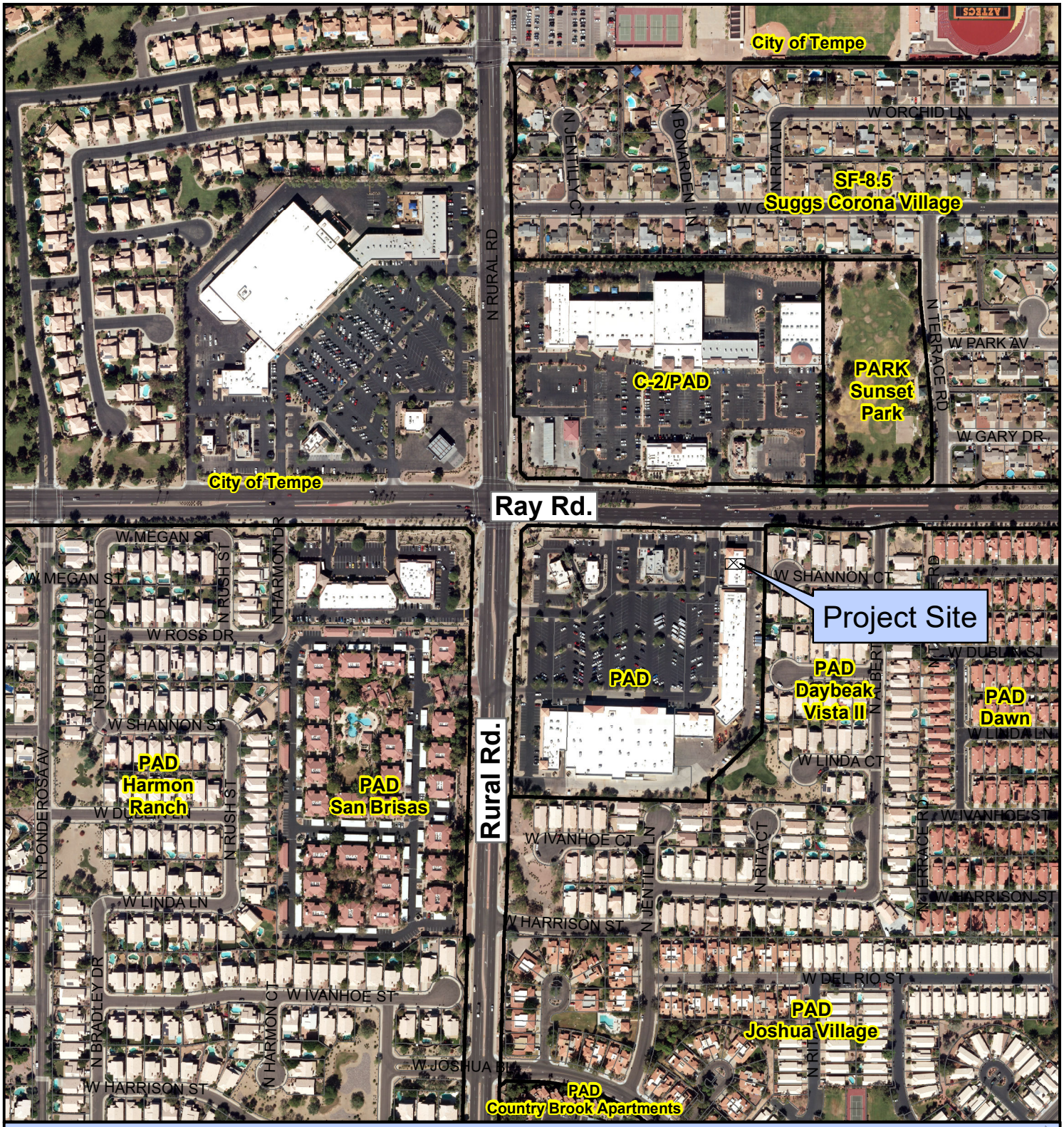
PLH24-0007 Sawtooth Bar and Grill

Proposed Project Details
4929 W. Ray Rd.
Entertainment Use Permit time extension to continue to allow for live indoor entertainment, speakers and TV screens



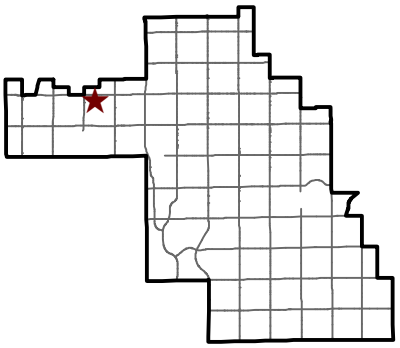
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PLH24-0007 Sawtooth Bar and Grill

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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PLH24-0007 Sawtooth Bar and Grill

To whom this may concern:

This is a request for and Entertainment Use Permit (EUP) for the property located at 4929 W Ray Road Suite 3 Chandler, Arizona 85226. The property is located within the Corona Del Sol Plaza, which is in the heart of Chandler. The name of the establishment is Sawtooth Bar and Grill. The current owner took ownership on February 22, 2013 and has had no noise complaints from residential neighbors during the time of ownership. The EUP is required due to indoor entertainment being proposed within 600 feet of residentiary zoned property.

The business operating hours is as follows:

Monday 2 PM - Midnight
Tuesday 2 PM - Midnight
Wednesday 2 PM - 2 AM
Thursday 2 PM – 2 AM
Friday 2 PM - 2 AM
Saturday 2 PM - 2 AM / Football Season NOON/College Gameday
Sunday Noon – Midnight / Football Season 10 AM/NFL

The business is open seven days a week and 364 days a year, it is closed on Christmas day. The business employ's five people, there is a small, but very educated staff, with extensive experience.

The type of indoor entertainment that is provided is karaoke which uses two 15-inch speakers as well as 12 televisions with a surround sound system. We also have a vendor juke box that is programmed to Country Music, if it is not being played by customers. There is a small dance floor, which is used (i.e. Friday or Saturday night) for line dancing. A few customers may country swing on occasion, and slow dance however, the primary use is not a dance venue.

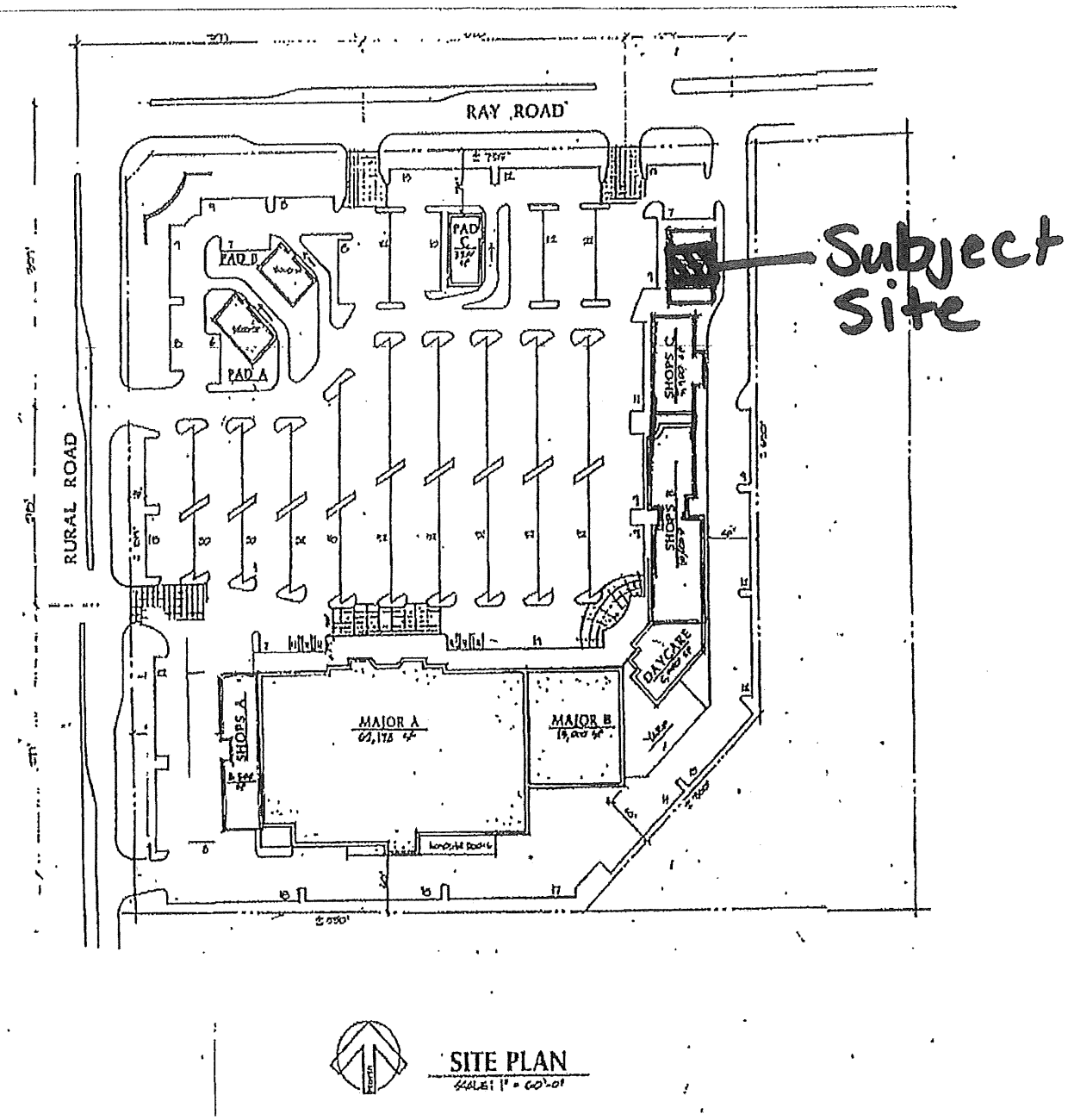
The suite is approximately 2,065 square feet and there is no outdoor patio or seating is available. The total number of seats inside allows us to accommodate up to 60 guests.

As of now absolutely no changes will occur to the business beyond what was approved in the prior LUP that was approved via Case No: LUP17-0006.

One main sign is available on the front of the business entrance.

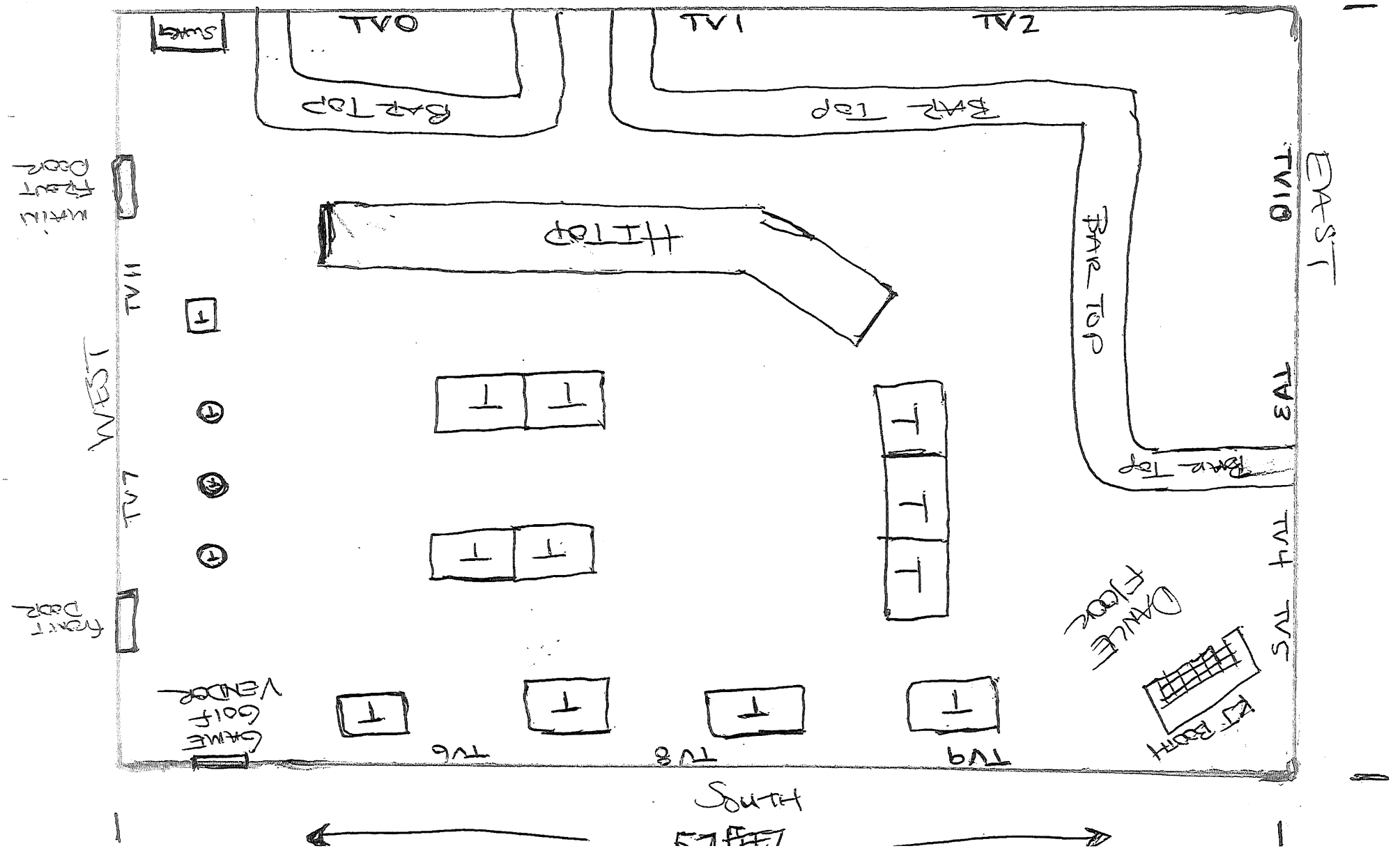
This is a technical request due to the proximity to residential.

PLH24-0007 Sawtooth Bar and Grill
Site Plan and Floor Plan



CORONA DEL SOL PLAZA

floor PLAN


NORTH
TV0
TV1
TV2
Bar Top
Bar Top
TV10
EAST
Bar Top
TV3
TV4
TV5
Dance Floor
DJ Booth
TV6
TV7
TV8
TV9
Game Golf Video
Front Door
Main Front Door
TV11
WEST
Hi Top
Bar Top
South
FEET

Personal Out - Key Req'd
Exit - Office Door
Office
Locked
Cabinet
Mens Restroom
Womens Restroom
Door to Restroom
Hallway
Kitchen Door
(Doorbell)
Beer - Wine Walk In Cooler
Ice Machine
Storage
Wine
Prep table
Grille
Fryer
Fryer
Freezer
Freezer
Wash Station
3 Sink
Hand Wash
Prep Table
Cold Table
Kitchen Window
Door to Kitchen "Swing"
SEE Bar

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 24-049

Date:	September 12, 2024
To:	Mayor and Council
	Joshua H. Wright, City Manager
Thru:	Andy Bass, Deputy City Manager
	Kevin Snyder, Development Services Director
From:	Darsy Omer, Associate Planner
Subject:	PLH24-0008 Fun Fusion Learning Center

Proposed Motion:

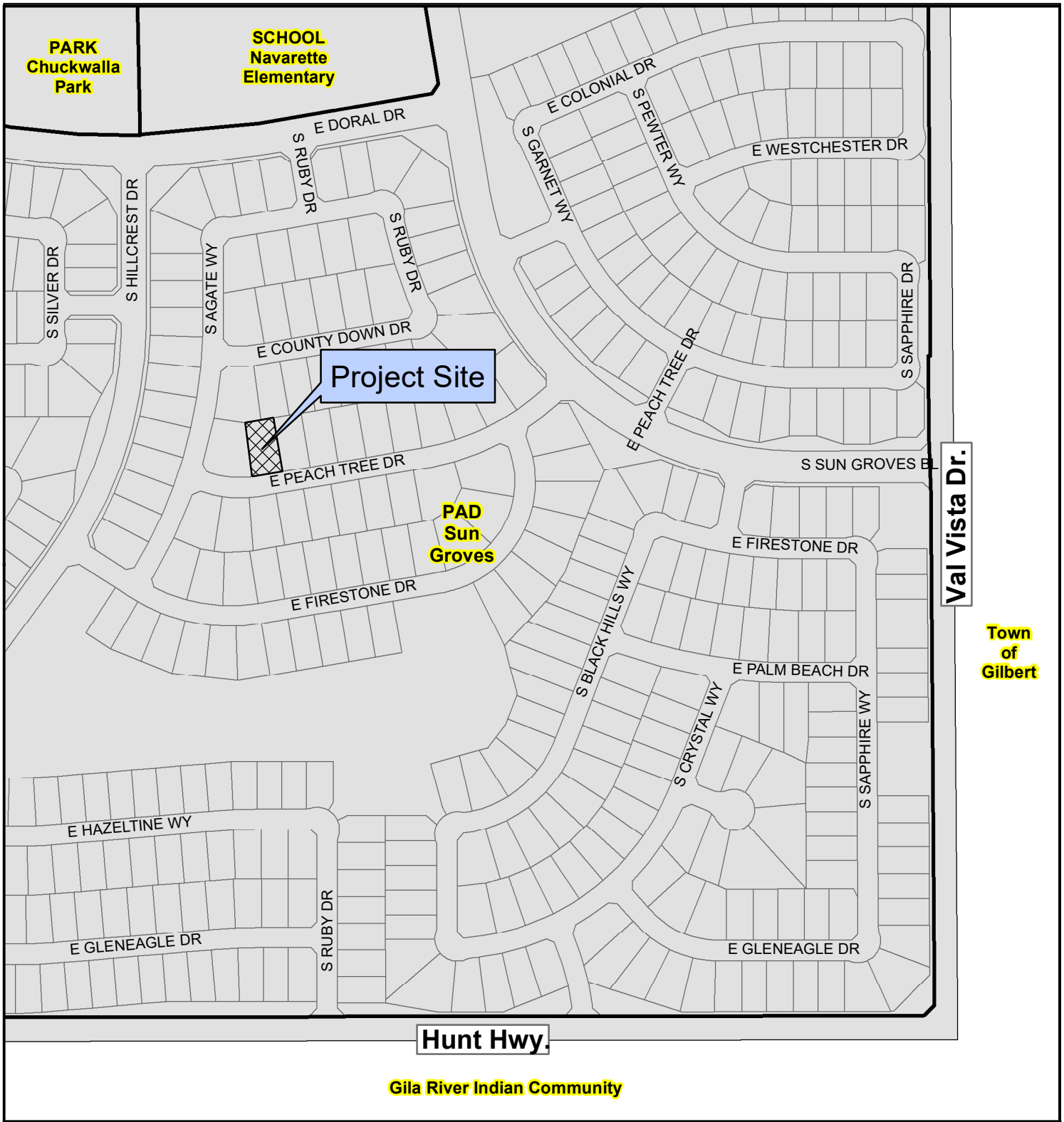
Move City Council withdraw PLH24-0008 Fun Fusion Learning Center, Use Permit to allow residential childcare for up to 10 children in an existing single family home as requested by the applicant.

Background/Discussion

The applicant has been informed by its Home Owners Association (HOA) that the proposed residential child care would be in violation of the HOA's Covenants, Conditions & Restrictions (CC&R's), and thus requests the application be withdrawn.

Attachments

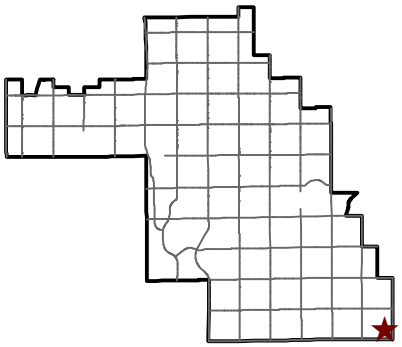
Vicinity Maps



PLH24-0008 Fun Fusion Learning Center, LLC

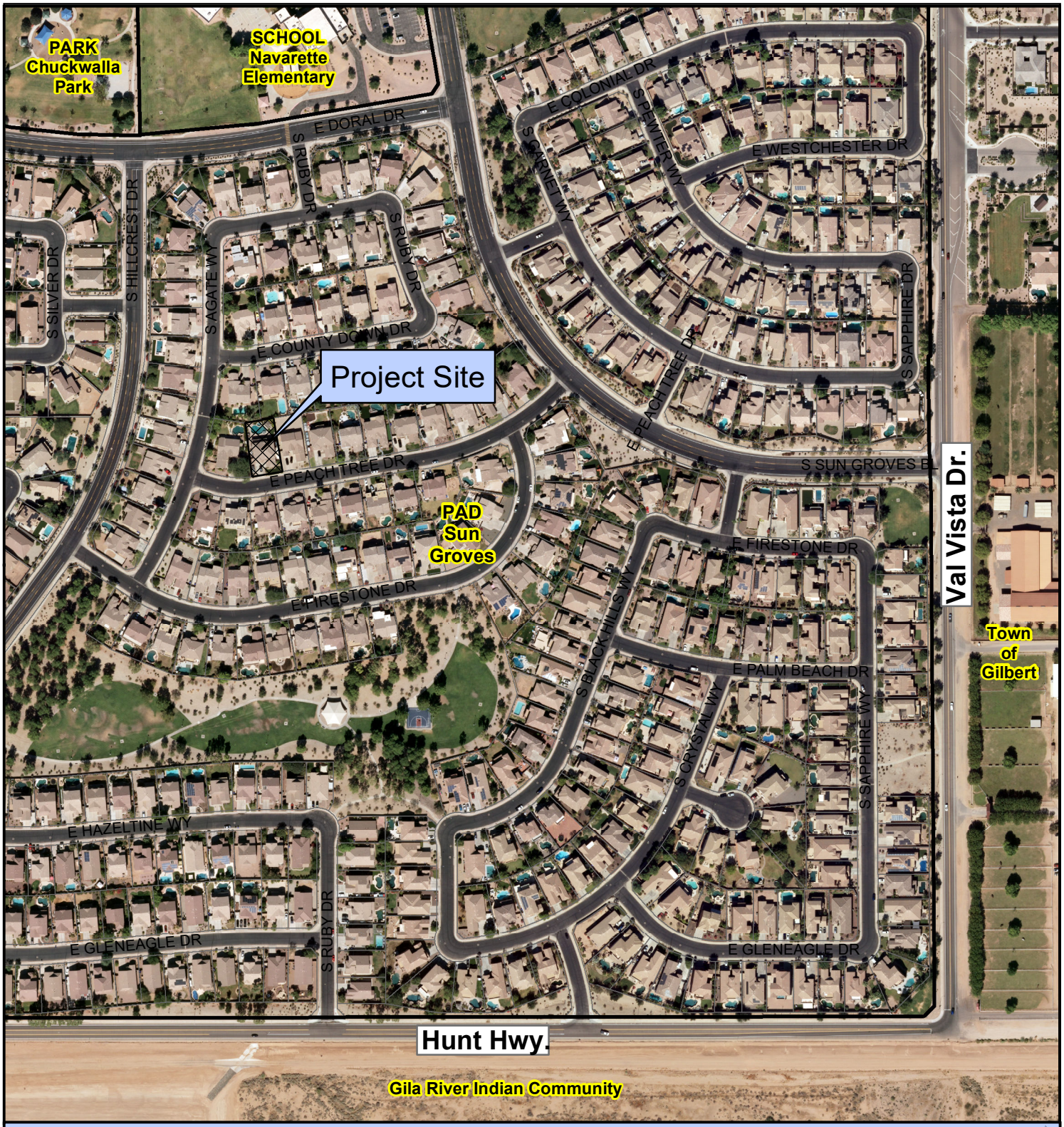
Project Details

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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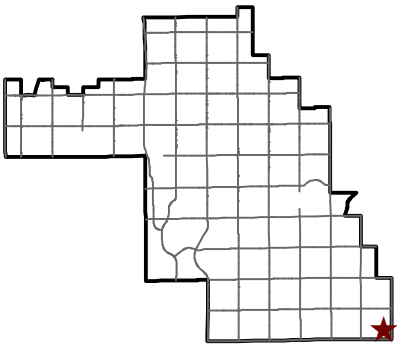
City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning



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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For more information visit:
https://gis.chandleraz.gov/planning

CHANDLER arizona
Community of Innovation

City Council Memorandum Facilities and Fleet Memo No. N/A

Date: September 12, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
From: Mike Hollingsworth, Facility & Fleet Services Senior Manager
Subject: Agreement No. BF2-910-4417, Amendment No. 2, for Janitorial Services

Proposed Motion:

Move City Council approve Agreement No. BF2-910-4417, Amendment No. 2, with Universal Building Maintenance, LLC, DBA Allied Universal Services, for janitorial services, in an amount not to exceed $548,720.28, for the period of one year, beginning June 15, 2024, through June 14, 2025.

Background/Discussion:

The Buildings and Facilities Division and the Public Works & Utilities Department contract janitorial services for various buildings within their respective areas. The work performed under the contract will include daily floor care, restroom cleaning, trash removal, dusting and miscellaneous cleaning duties as detailed in the contract specifications. Buildings and facilities to be cleaned under this contract include Municipal Utilities Administration, Water Distribution, Water Treatment Plant, Water Quality Laboratory, Water Systems Maintenance, Meter Services, Wastewater Collection, Ocotillo Brine Reduction Facility, Airport and Ocotillo Water Reclamation Facilities, Solid Waste Services, City Hall, Chandler Boys and Girls Club, Community Center, Main Library, Senior Center, Tumbleweed Recreation Center, Airport Terminal, and the Public Housing Authority Family Investment Center.

Evaluation:

On May 12, 2022, City Council approved an agreement with Allied Universal Janitorial Services, LLC, DBA Allied Universal Janitorial Services, for janitorial services, for a one-year period, with the option of up to four one-year extensions. The Contractor has agreed to extend for one additional year at the same terms and conditions. This contract represents the period from June 15, 2024, through June 14, 2025.

Financial Implications:

.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.3200.5410	General Fund	N/A	$451,620.28	N
625.3700.5410	Solid Waste Operating Fund	N/A	$4,750	N
625.3720.5410	Solid Waste Operating Fund	N/A	$4,750	N
605.3800.5410	Water Operating Fund	N/A	$8,000	N
605.3830.5410	Water Operating Fund	N/A	$14,000	N
605.3840.5410	Water Operating Fund	N/A	$7,800	N
605.3850.5410	Water Operating Fund	N/A	$5,000	N
605.3860.5410	Water Operating Fund	N/A	$5,000	N
605.3880.5410	Water Operating Fund	N/A	$7,800	N
615.3900.5410	Wastewater Operating Fund	N/A	$10,000	N
615.3960.5410	Wastewater Operating Fund	N/A	$14,000	N
615.3970.5219	Wastewater Operating Fund	N/A	$12,000	N
616.3930.5410	WW Industrial Process Treatment	N/A	$4,000	N

Attachments

4417 Amendment #2

Docusign Envelope ID: 099E0DCB-6CA6-4F7F-9FD9-09AE5C73A321

City Clerk Document No. _____

City Council Meeting Date: September 9, 2024

AMENDMENT TO CITY OF CHANDLER AGREEMENT
JANITORIAL SERVICES
CITY OF CHANDLER AGREEMENT NO. BF2-910-4417

THIS AMENDMENT NO. 2 (Amendment No. 2) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Universal Building Maintenance, LLC, dba Allied Universal Janitorial Services, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 20___ (Effective Date).

RECITALS

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

WHEREAS, the term of the Agreement was June 15, 2022 through June 14, 2023, with the option of up to four one-year extensions; and

WHEREAS, the term of the Agreement was June 15, 2023 through June 14, 2024, with the option of up to four one-year extensions; and

WHEREAS, the parties amended to update daily services tasks for the Solid Waste Services location only in accordance with Exhibit A to amendment No. 1. Contractor began updated daily services effective immediately; and

WHEREAS, the Parties extended the term of the Agreement for janitorial services in an amount not to exceed $548,720.28 for the extension term; and

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

Docusign Envelope ID: 099E0DCB-6CA6-4F7F-9FD9-09AE5C73A321

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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

2. Section III is amended to read as follows: The Agreement is extended for a one-year period June 15, 2024 through June 14, 2025.

3. Section IV is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Exhibit B of the original Agreement, which is incorporated into and made a part of this Amendment No. 2 by this reference. Total payments made to the Contractor during the term of this Amendment No. 2 will not exceed $548,720.28.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 2 and the Agreement, the terms and conditions in this Amendment No. 2 prevail and control.

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

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: Mark Olivas

Its: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum Facilities and Fleet Memo No. N/A

Date:	September 12, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Dawn Lang, Deputy City Manager - CFO
From:	Mike Hollingsworth, Facility & Fleet Services Senior Manager
Subject:	Carpet Installation Services

Proposed Motion:

Move City Council approve the purchase of carpet installation services for the Sunset Branch Library, from Wholesale Floors, LLC, utilizing the State of Arizona Contract No. CTR072520, in an amount not to exceed $113,529.44.

Background/Discussion:

The carpet at Sunset Library, 4930 W. Ray Rd., has reached the end of its useful life and requires replacement due to its age and deteriorating condition. According to the 2019 Facility Condition Assessment, the carpeting was identified as a capital replacement need. Over the years, the carpet has experienced significant wear and tear, including fraying, staining, and fading, which not only detracts from the overall appearance of the library but also poses safety concerns, such as tripping hazards.

Additionally, the outdated carpet is challenging to clean and maintain, which can contribute to an unhygienic environment. Replacing the carpet will improve the library’s aesthetics, ensure the safety and comfort of patrons and staff, and align with the city's commitment to maintaining a well-kept, inviting facility for the community.

Evaluation:

The State of Arizona competitively solicited and awarded a contract for carpet installation services to Wholesale Floors, LLC. The City has an agreement with the State of Arizona that permits the cooperative use of its contracts. The term of the State of Arizona contract is valid through June 24, 2025.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
441.3210.6210.0000.6BF628	Public Facility Bonds	Existing City Building Renov/Rep	$113,529.44	Y

CHANDLER arizona
Community of Innovation

City Council Memorandum Fire Memo No. N/A

Date:	September 12, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Tadd Wille, Assistant City Manager Thomas Dwiggins, Fire Chief
From:	Keith Hargis, Assistant Fire Chief
Subject:	Purchase of Ambulances

Proposed Motion:

Move City Council approve the purchase of one 2024 Horton 623 Type-I Custom Ambulance, in the amount of $398,638, and authorize the order placement of nine Horton 623 Type-I Custom Ambulances, in the amount of $4,283,653, to be paid upon vehicle delivery in future fiscal years from enterprise funds utilizing future year budget appropriation, from Professional Sales and Service, L.C., utilizing the HGAC Contract No. AM-10-23.

Background/Discussion:

The Chandler Fire Department (CFD) currently uses one ambulance for special events and training purposes. This ambulance unit is scheduled for replacement within the City's Capital Improvement Program in Fiscal Year 2024-25 within the Fire Emergency Vehicle Replacements (CIP #6FI641). The Fire Department will continue to utilize this all-hazard ambulance as a training vehicle, to support special events, and as a reserve ambulance when required.

The additional nine ambulances will be used in conjunction with the replacement ambulance to implement a new municipal emergency medical response and transportation system. Recently, the Fire Department completed a comprehensive feasibility study in conjunction with the James Vincent Group (JVG), which analyzed the current public-private ambulance transportation system in comparison to a municipal ambulance transportation system. This evaluation demonstrated the financial and operational benefits of a municipal ambulance

system for the City of Chandler. The purchase of these ambulances will allow for the transition from a public-private system to a fully municipal transportation system, with a targeted start date of January 2027. The new system will require seven vehicles to be used for front-line services, with the additional vehicles serving as reserve units to support the system. The nine vehicles will be purchased upon vehicle delivery and acceptance (approximately 20-24 months from order date) through an enterprise fund which will be created to support ambulance transportation services.

On August 15, 2024, City Council held a work session to discuss the results of the JVG study and expressed support for the transition of services from a public-private system to a fully municipal ambulance transportation system.

Evaluation:

HGAC competitively solicited and awarded contracts for ambulances, EMS, and other special service vehicles. The city has current agreements allowing for the cooperative use of HGAC contracts. Staff recommends use of the HGAC contract, which is valid through September 30, 2027, for the most expeditious and competitive purchase of ambulances. The current lead time for an ambulance to be built and delivered is approximately 24 months. That timeline is applicable for the nine ambulances; however, the vendor is providing an early build slot for summer/fall of 2025 for the single prepaid replacement unit.

Financial Implications:

One ambulance, designated for special events and training, is scheduled for replacement at a cost of $398,638. This replacement is budgeted within the City's Capital Improvement Program for Fiscal Year 2024-25 under the Fire Emergency Vehicle Replacements.

The $4,283,653 required to pre-order nine ambulances will be reflected as a committed expenditure in the city's one-time General Fund forecast. The formal funding request will be made through the FY 2025-26 or FY 2026-27 budget process, depending on the build time.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N

401.2250.6310.0.6FI641.0	General Government Capital Project	Fire Emergency Vehicle Replacements	$398,638	Y

Attachments

Vehicle Quote_1

Vehicle Quote_9

PSS / PROFESSIONAL SALES AND SERVICE, L.C.

Quality Emergency Vehicles Since 1974

August 24, 2024

Chandler Fire Department
151 E. Boston Street
Chandler, AZ 85225

Chief Kelber,

Professional Sales and Service, LC respectfully provides Chandler Fire Department with the following ambulance proposal. We look forward to helping you with your ambulance needs today and in the future.

We hereby propose and agree to furnish new Emergency Medical Vehicles upon your acceptance of this proposal.

ONE (1) 2025 HORTON 623 TYPE I PASS-THROUGH CUSTOM AMBULANCE ON 2024 F-450 4x2 DIESEL CHASSIS

2024 Horton 623 Type I Pass–Through Custom 4x2 Ambulance:

The custom module is 173" long, and has an **interior height of 72" inches**. The module features weight- saving all-aluminum construction (including cabinets). This proposal includes Horton's exclusive Occupant Protection System (HOPS), including MBrace frontal collision safety system, custom cabinet & compartment design, Liquid Spring suspension, Exclusive Horton Cooltech II 100k BTU Condenser, Kussmaul Auto eject Shoreline & Vanner Inverter/Charger, Whelen Duo LED box light warning package, electric compartment and entry door locks, headlight flasher, Whelen scene lights, loading lights, momentary patient compartment light timer, solid surface counter tops, high back captain's chair with 4 point seat belt, SSCOR suction, (2) O2 outlets, custom street side CPR seat cabinet wall, sharps/waste disposal area, computerized i4G electrical system, diagnostic testing, extended radio console, and much more.

AMBULANCE PRICE	**$296,074.00**
2024 FORD F-450 4X2 DIESEL CHASSIS	**$64,200.00**
GRAPHICS PACKAGE	**$4,000.00**
SHIPPING	**$4,800.00**
ESTIMATED SALES TAX (7.8%)*	**$27,917.29**
TRAVEL FOR (2) FOR FINAL INSPECTION	**$3,500.00**
PRE-PAY DISCOUNT	**-$2,724.00**
DELIVERED AMBULANCE PRICE(EACH)	**$398,637.77**

**** Sales tax is estimated and be updated to current rate at time of invoice.***
Price Reflects HGAC contract # AM-10-23. Product Code AM20KA10.

IMPORTANT INFORMATION TO CONSIDER WHEN EVALUATING PROPOSALS!! Take a look at Horton Emergency Vehicles (HEV) and you will see why they are so well regarded in the ambulance industry and among the finest available anywhere. A Horton emergency vehicle is BUILT TO WITHSTAND the rigors of ambulance service. Horton ambulances are tested and engineered to be incredibly structurally sound which provides the EMS crew and patient with a SAFER WORKING ENVIRONMENT. They are currently the only manufacturer with an ongoing crash simulation testing program to test things like cabinet mounting stability, door structure & latching strength, and body mounting solidity. ALUMINUM CABINETS SAVE PAYLOAD and are much more DURABLE than wood. An Ambulance built to a higher quality standard will provide REDUCED OPERATING COSTS over the many years the vehicle is in service!! When it comes to quality, durability, customization, and safety, Horton continues to be a leader in the ambulance manufacturing industry.

PROPOSAL CONDITIONS

F.O.B. POINT: Chander, AZ

DELIVERY: **Current estimate for standard lead time is 24 months. However, PSS is providing a build slot for summer 2025 for this initial single unit delivery in 12 months.** This is barring any delays due to strikes, availability of component parts (including chassis), or Acts of God.

SERVICE: Professional Sales & Service has been selling and servicing ambulances since 1975. We have factory trained technicians and a large inventory of parts so you know that in the unlikely event of a problem we are only a phone call away. Please see the included service information for details. Professional Sales & Service understand that local service and repair availability is of the utmost importance to Chandler FD. Please be reassured that nearly every possible repair can be accomplished locally. Which allows PSS to get your ambulances in back in to service as quickly as possible. Professional Sales & Service has a close working relationship with one of the largest dealerships and some of the most experienced paint and body shops in town.

WARRANTY: Horton Emergency Vehicles feature one of the most progressive, no-nonsense warranties around. Horton does not pro-rate their warranties so there are no surprises should ever need it. Please see the included warranty information for details.

PAYMENT TERMS: Payment due upon delivery and acceptance of vehicle by Chandler FD. If the pre-payment discount option is chosen, payment is due upon approval of the specification and when construction begins.

*Unless accepted within sixty **(60) days** from the above date, the right to withdraw this proposal is reserved. If there are any additions/deletions to our bid, please contact us for pricing details or credits.*

We are confident you will be completely satisfied with a quality Horton ambulance and the service which PSS provides. Let us know what we can do to help you with your evaluation process.

Respectfully Submitted,

Chad Barrett,
Sales Manager
Professional Sales & Service, LC

Chandler Fire Department agrees to purchase the vehicles detailed in this proposal, from Professional Sales and Service, L.C. and understands and agrees with the terms specified within these documents.

_____ _____ _____

Authorized by (Print name) Signed Date

Please let us know if you have any questions regarding this proposal. We are happy to assist you in any way that we can.

PSS / PROFESSIONAL SALES AND SERVICE, L.C.

Quality Emergency Vehicles Since 1974

August 24, 2024

Chandler Fire Department
151 E. Boston Street
Chandler, AZ 85225

Chief Kelber,

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2024 Horton 623 Type I Pass–Through Custom 4x2 Ambulance:

The custom module is 173" long, and has an **interior height of 72" inches**. The module features weight- saving all-aluminum construction (including cabinets). This proposal includes Horton's exclusive Occupant Protection System (HOPS), including MBrace frontal collision safety system, custom cabinet & compartment design, Liquid Spring suspension, Exclusive Horton Cooltech II 100k BTU Condenser, Kussmaul Auto eject Shoreline & Vanner Inverter/Charger, Whelen Duo LED box light warning package, electric compartment and entry door locks, headlight flasher, Whelen scene lights, loading lights, momentary patient compartment light timer, solid surface counter tops, high back captain's chair with 4 point seat belt, SSCOR suction, (2) O2 outlets, custom street side CPR seat cabinet wall, sharps/waste disposal area, computerized i4G electrical system, diagnostic testing, extended radio console, and much more.

AMBULANCE PRICE	$296,074.00
2024 FORD F-450 4X2 DIESEL CHASSIS	$64,200.00
GRAPHICS PACKAGE	$4,000.00
SHIPPING	$4,800.00
ESTIMATED SALES TAX (7.8%)*	$27,917.29
TRAVEL FOR (2) FOR FINAL INSPECTION	$3,500.00
MULTI-UNIT DISCOUNT	-$2,000.00
DELIVERED AMBULANCE PRICE(EACH)	**$399,361.77**

FERNO INX COT W/ INLINE 95 MOUNT(EACH)	$63,951.42
ESTIMATED SALES TAX 7.8%	$4,988.21
DELIVERED COT & MOUNT PRICE (EACH)	**$68,939.63**

DELIVERED AMBULANCE PRICE (9) UNITS	**$3,594,255.93**
FERNO INX COT W/ INLINE 95 MOUNT (10) QTY	**$689,396.30**
TOTAL DELIVERED CONTRACT PRICE	**$4,283,652.23**

**** Sales tax is estimated and be updated to current rate at time of invoice.***
Price Reflects HGAC contract # AM-10-23. Product Code AM20KA10.

IMPORTANT INFORMATION TO CONSIDER WHEN EVALUATING PROPOSALS!! Take a look at Horton Emergency Vehicles (HEV) and you will see why they are so well regarded in the ambulance industry and among the finest available anywhere. A Horton emergency vehicle is BUILT TO WITHSTAND the rigors of ambulance service. Horton ambulances are tested and engineered to be incredibly structurally sound which provides the EMS crew and patient with a SAFER WORKING ENVIRONMENT. They are currently the only manufacturer with an ongoing crash simulation testing program to test things like cabinet mounting stability, door structure & latching strength, and body mounting solidity. ALUMINUM CABINETS SAVE PAYLOAD and are much more DURABLE than wood. An Ambulance built to a higher quality standard will provide REDUCED OPERATING COSTS over the many years the vehicle is in service!! When it comes to quality, durability, customization, and safety, Horton continues to be a leader in the ambulance manufacturing industry.

PROPOSAL CONDITIONS

F.O.B. POINT: Chander, AZ

DELIVERY: **Current estimate for standard lead time is 25 months to complete all units. Delivery to begin with first units at approx. 20 months ARO, remaining order delivery schedule to be determined by Chandler Fire. Changes can be made to this delivery schedule up until 9/1/2025 to stay on current build timeline. After this date trucks will be in production and cannot be changed. Specification changes after final approval will be subject to our change order policy.** This is barring any delays due to strikes, availability of component parts (including chassis), or Acts of God.

SERVICE: Professional Sales & Service has been selling and servicing ambulances since 1975. We have factory trained technicians and a large inventory of parts so you know that in the unlikely event of a problem we are only a phone call away. Please see the included service information for details. Professional Sales & Service understand that local service and repair availability is of the utmost importance to Chandler FD. Please be reassured that nearly every possible repair can be accomplished locally. Which allows PSS to get your ambulances in back in to service as quickly as possible. Professional Sales & Service has a close working relationship with one of the largest dealerships and some of the most experienced paint and body shops in town.

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We are confident you will be completely satisfied with a quality Horton ambulance and the service which PSS provides. Let us know what we can do to help you with your evaluation process.

Respectfully Submitted,

Chad Barrett,
Sales Manager
Professional Sales & Service, LC

Chandler Fire Department agrees to purchase the vehicles detailed in this proposal, from Professional Sales and Service, L.C. and understands and agrees with the terms specified within these documents.

_____	_____	_____
Authorized by (Print name)	Signed	Date

Please let us know if you have any questions regarding this proposal. We are happy to assist you in any way that we can.

CHANDLER arizona
Community of Innovation

City Council Memorandum **Management Services** **Memo No.** 25-029

Date: September 12, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director

From: Raslyn Sleet, Grants Program Manager
Subject: Resolution No. 5837 Authorizing the Submittal of a $25,000 Pass-Through Indian Gaming Application from AZCEND to Gila River Indian Community

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5837 authorizing the submittal of a $25,000 pass-through Indian Gaming Revenue Sharing Grant Application from AZCEND to the Gila River Indian Community for Nutritious Food Boxes for Low-Income Children and Families.

Background:

In 2002, a coalition of Arizona Indian tribes successfully obtained passage of Proposition 202, whereby the state was authorized to enter into gaming compacts with individual tribes. The compacts allowed for expanded tribal use of games and gaming devices as well as pari-mutuel wagering. In exchange, tribes agreed to share a portion of gaming revenues with the State and its counties, cities and towns. The law provides that 12 percent of tribal contributions pursuant to the compacts shall be contributed by Indian tribes to cities, towns and counties for government services that benefit the general public, including public safety, mitigation of gaming impacts and promotion of commerce and economic development. The Indian tribes have some discretion over how these contributions will be made, and each tribe has different application procedures that need to be observed to obtain funding. Additionally, it has become a common practice for cities to submit applications for such contributions on behalf of 501(c)(3) nonprofit organizations that are deemed to be providing government services that benefit the general public.

The City of Chandler for many years has submitted pass-through grant applications for numerous nonprofit organizations based on the interests of the City and its residents. The pass-through grant applicant must be a 501(c)(3) nonprofit organization with some nexus with the city and its residents.

Since 1966, AZCEND has provided struggling and vulnerable children and adults in the Southeast Valley with essential support to move from crisis to stability and self-sufficiency. Through their work, they reflect their mission to change lives by nourishing minds and bodies to create a connected, thriving community. Every year, AZCEND serves nearly 20,000 vulnerable children and adults in Chandler, Gilbert, and surrounding Southeast Valley communities. They reflect a wide range of individuals and families facing hardship including the homeless, underemployed, unemployed, single moms, grandparents/kinship guardians, seniors, those in foster care, and disabled. More than 30% are children and over 75% are ethnic minorities.

With requested funding, Gila River Indian Community will directly provide 833 nutritious food boxes filled with nearly 63,000 lbs of food for hungry children and adults in 2024.

Financial Implications:

The City, by virtue of this Resolution, is acting as a financial conduit between the Gila River Indian Community and AZCEND, and is in no way agreeing or obligating itself to monitor or report on the expenditure of any grant funding distributed to or on behalf of AZCEND, guarantee the accuracy, completeness or truthfulness of the information set forth in the application materials prepared by the AZCEND, supervise or take any responsibility regarding the actions or activities undertaken by the AZCEND, or represent that AZCEND, either has, or does not have, other sources of funding relating to the intended use of grant funding set forth in this Resolution, including funding from grant applications made on behalf of AZCEND to other Indian tribes. The City has up to 10 days to send the funds once received.

Attachments

Gila River Indian Community Resolution 5837

Gila River Indian Community Grant AZCEND

RESOLUTION NO. 5837

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 AZCEND IN THE AMOUNT OF $25,000.

WHEREAS, under A.R.S. § 5-601.02, Indian tribes entering into a tribal-state gaming compact shall contribute monies to "… cities, towns and counties … for government services that benefit the general public, including public safety, mitigation of impacts of gaming, and promotion of commerce and economic development"; and

WHEREAS, Indian tribes entering into a tribal-state gaming compact have various grant application procedures for evaluating which cities, towns, and counties, and which government services, will receive gaming revenue sharing contributions pursuant to A.R.S. § 5-601.02; and

WHEREAS, it is common practice for cities to authorize the submission of grant applications for such Indian gaming revenue sharing grants on behalf of 501(c)(3) nonprofit organizations that are deemed to be providing government related services that benefit the general public; and

WHEREAS, AZCEND, a 501(c)(3) nonprofit organization, has requested that the City of Chandler authorize the submission of an application and acceptance of grant funds for such Indian gaming revenue sharing grant funding with the Gila River Indian Community on its behalf in the amount of $25,000; and

WHEREAS, the funding sought is for the purpose of supporting nutritious food boxes for low-income children and families in 2024, as further described in the application materials prepared by AZCEND, which are incorporated by reference; and

WHEREAS, the City Manager's Office has reviewed the application materials and believes that the funding request described in the application materials qualifies as being for government related services that benefit the general public and is consistent with the City's Administrative Regulation regarding such grant applications.

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

Section 1. Authorizing AZCEND to submit this Resolution and the grant application materials prepared by AZCEND to the Gila River Indian Community.

Section 2. Authorizing the City Manager or his designee to execute the application form or letter in conjunction with the grant application to be submitted to the Gila River Indian Community on behalf of AZCEND.

Section 3. Authorizing acceptance of the grant on behalf of AZCEND in the amount of $25,000 or any other lesser or greater amount awarded and directing City staff to mail a check to AZCEND within ten (10) days of the City's receipt of any grant funds from the Gila River Indian Community pursuant to a grant application submitted on behalf of AZCEND, covering one hundred percent (100%) of the funds received.

Section 4. The City, by virtue of this Resolution, is simply acting as a financial conduit between the Gila River Indian Community and AZCEND, and is in no way:

a. Agreeing or obligating itself to monitor or report on the expenditure of any grant funding distributed to or on behalf of AZCEND; or

b. Guaranteeing or warranting the accuracy, completeness, or truthfulness of the information in the application materials prepared by AZCEND; or

c. Supervising or taking any responsibility regarding the actions or activities undertaken by AZCEND; or

d. Representing that AZCEND, either has, or does not have, other sources of funding relating to the intended use of grant funding set forth in this Resolution, including funding from grant applications made on behalf of AZCEND to other Indian tribes.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ___ day of September, 2024.

ATTEST:

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5837 was duly passed andadopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of September, 2024 and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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: 2/16/2024		
2. Name of City, Town or County: Chandler, AZ		
3. Mayor (City or Town) or Board of Supervisor's Chairman (County): Mayor Kevin Harkte		
4. Mailing Address: 175 S. Arizona Avenue		
5. City: Chandler	**State:** Arizona	**Zip Code:** 85225
6. Acknowledgement of Submission by Authorized Municipality Representative: **Typed Name/Title:** Dawn Lang/Deputy City Manager/CFO **Email Address:** dawn.lang@chandleraz.gov		**Signature:** Dawn Lang

Applicant Information		
7. Department/Organization Name: AZCEND		
8. Select Organization Type: 501c3 Non-Profit	**If Non-profit please attach IRS Determination Letter**	
9. Application Contact Person: Shelley Nelson **Title:** Director of Development		
10. Phone Number: 480-963-1423		
11. Mailing Address: 345 S. California St.		
12. City: Chandler	**State:** Arizona	**Zip Code:** 85225
13. Email Address: shelley@azcend.org **Website Address:** www.azcend.org		

Project Information	
14. Project Name: Chandler Food Bank	
15. Purpose of Grant: AZCEND respectfully requests funding to support our Chandler Food Bank, and to directly provide 833 nutritious food boxes for low-income children and families in 2024.	
16. Priority Funding Area	Healthcare
17. Annual amount requested	$25,000
18. Number of years that funding is requested	1
19. Total amount requested (annual amount x number of years)	$25,000
20. Has your organization received past funding from GRIC? If yes, list each year and amount	No
21. Geographic area served	Chandler and East Valley communities of Maricopa County

For Office Use Only:		
Data Entry	Receipt	Evaluation
☐ Approval – Amount/Term		☐ Denial

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.

Since 1966, AZCEND has provided struggling and vulnerable children and adults in the Southeast Valley with essential needs support to help move them from crisis to stability and self-sufficiency. Through our work, we reflect our mission to change lives by nourishing minds and bodies to create a connected, thriving community.

Our five core programs include our:

- Chandler Food Bank: providing nutritious food boxes to nearly 10,000 people each year
- I-HELP: providing emergency shelter and meals to homeless adults
- Neighborhood Assistance Services: providing case management, job assistance and emergency financial support
- Family Resource Centers: providing healthy parenting classes and early childhood education programs
- Senior Centers: providing low-income seniors with onsite meals and activities along with home delivered meals and wellness checks

Through all of our programs, we help meet the immediate health and wellness needs of those we serve, while also providing additional wrap-around services and referrals to move them into a place of stability and hope for long-term success.

Every year, AZCEND serves nearly 20,000 vulnerable children and adults in Chandler, Gilbert, and surrounding Southeast Valley communities. They reflect a wide range of individuals and families facing hardship including the homeless, underemployed, unemployed, single moms, grandparents/kinship guardians, seniors, those in foster care, and disabled. More than 30% are children and over 75% are ethnic minorities.

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.

For many years, the City of Chandler has been a vital partner to AZCEND and to the work we do every day. Our main location is within one of Chandler's highest needs zip codes (85225), and so we see the need up close. We work amongst the very neighbors we serve, and so we're deeply part of the community. City of Chandler recognizes this and our work in helping to strengthen families and the community, and they're a significant part of our success by providing generous grant support for our I-HELP, Neighborhood Assistance Services, and Senior Center programs.

In addition, AZCEND has served as an important Volunteer Income Tax Assistance (VITA) site in partnership with the City of Chandler and Mesa United Way. This partnership assists in coordinating volunteers to help low-income taxpayers with tax preparation and electronic filing.

AZCEND also partners with the City of Chandler Recreation staff at the Chandler Senior Center to provide a variety of activities and socialization classes for seniors. We play a key role in coordinating services for the senior and homeless population, working in partnership with Chandler's Crisis Response Unit and Neighborhood Services throughout the year.

Moreover, we often work with the Chandler Fire, Health and Medical and Police Departments to help meet crisis needs in the community. For example, we've arranged emergency home delivered meals for Chandler residents identified by the Crisis Response Team.
Finally, AZCEND is an active member of the For Our City collaborative which brings together Chandler nonprofits, businesses, and city departments to help enrich and strengthen the community.
This includes assisting with such programs such as Operation Back to School Chandler and holiday drive efforts.

AZCEND recognizes the importance of our collaborative partnerships in helping to serve our most vulnerable, and deeply appreciates City of Chandler's leadership in this effort.

3. Describe the proposed project, objectives, and your plan to implement.

AZCEND's Chandler Food Bank provides emergency, supplemental, and holiday food boxes to nearly 10,000 (non-duplicated) low-income children and adults every year. Helping to increase food security for vulnerable families and improve the health and well-being for Chandler's most fragile residents are the ultimate goals.

Led by AZCEND staff and hundreds of volunteers, our Chandler Food Bank distributes more than 10,000 nutritious food boxes every year. Each food box contains an estimated $130 worth of food for a family for five days. Our Emergency Food Boxes include non-perishable items, while our Supplemental Food Boxes include perishable items such as fresh produce and dairy. Our Holiday Food Boxes provide special holiday meals as well.

Each day, our staff and volunteers help receive, secure, store, document and assemble food boxes for the community. Our food boxes are assembled on demand and are tailored whenever possible to household composition and special needs (e.g., infants, toddlers, or seniors). People experiencing homelessness receive basic essentials and food items that don't require cooking and can be accessed quickly and easily.

Our Chandler Food Bank operates M-F as well as on the third Saturday of each month. Generous donations and grants combined with in-kind food support from our community partners make it possible to serve so many and leverage our value and impact.

With requested funding, Gila River Indian Community will directly provide 833 nutritious food boxes filled with nearly 63,000 lbs of food for hungry children and adults in 2024.

4. Describe how the proposed project satisfies one or more of the priority funding areas identified by the Gila River Indian Community.

At its core, AZCEND's Chandler Food Bank aligns with Gila River Indian Community's commitment to Healthcare. Food is essential for life, and good nutrition is vital for health and preventing disease. For children

especially, access to healthy food is critical for their growth and ability to learn in school and beyond. Having nutritious food is an essential element for stability and overall well being. Unfortunately, too many people who struggle financially or who suddenly face a financial crisis find themselves without enough healthy meals to put on the table.

Some of the most common impacts of food insecurity include serious health complications when people facing hunger, especially seniors on fixed incomes, are forced to choose between food and rent, or medicine and medical care. Health experts have long shown the detrimental impacts of hunger on a child's ability to learn and grow. Moreover, the National Institute of Health (NIH) notes that 'food insecurity and lack of access to affordable nutritious food are associated with increased risks for multiple chronic health conditions such as diabetes, heart disease, and mental health disorders. Ultimately hunger and malnutrition adversely affect individual, family, and community economic capacity and long term well being.

AZCEND's Chandler Food Bank works every day to turn these stark realities around by providing nutritious food to struggling adults and children. Because of the generous grants and food donations we receive, more seniors don't have to choose between a meal and their medicine, and more children can go to school well-nourished and ready to learn. Our Food Bank also helps open the door to other essential resources and programs that can help move someone from crisis to stability, and ultimately to self-sufficiency.

5. Identify the needs/problems to be addressed, target population and number of people to be served by the project.

Amidst the tremendous growth that Arizona, and Maricopa County in particular, has experienced over the past decade, behind the scenes, far too many families in the Valley continue to struggle under the weight of increasing housing costs, healthcare, and especially food prices. The recent spike in inflation has only made the situation worse. In just the past year, overall prices in Arizona have soared by nearly 8%, and food prices by 7%, placing us third highest in the nation.

In Chandler, among the city's roughly 285,000 residents, reports show that between 8-10% of families live at or below the poverty level which is just $30,000 for a family of four. Such incomes often barely cover rent, much less food for three daily meals.

Our target population reflects a wide range of individuals and families, each with their own unique challenges and circumstances including those experiencing homelessness, the underemployed, unemployed, single moms, grandparents/kinship guardians, those in foster care, the disabled, and more. They reflect a snapshot of the larger statewide demographic showing nearly 35% of children across Arizona who rely on food benefits from the Supplemental Nutrition Assistance Program (SNAP).

Among the many individuals and families served by our Chandler Food Bank each year, the following demographics are reflected:

47% male
53% female
33% children
66% female-headed households
6% disabled

77% ethnic minorities

In 2022-23, thousands of underserved individuals and families benefited from our Food Bank program received more than 13,000 essential and nutritious food boxes - providing more than 800,000 meals.

Beyond the life-saving food we provide, we help people struggling to discover what's possible for a brighter future, with programs and services including:

- Safe, emergency shelter, giving people experiencing homelessness the stability they need to get back on their feet
- Rent and utilities to keep people in their homes
- Early childhood literacy so that little ones succeed in Kindergarten and in life
- Parenting classes to equip parents to better support their children's development
- Meals and activities for seniors to combat loneliness and isolation

A recent story illustrates the power behind our collective services and helping each unique person in need.

'Robert' was an Uber driver living out of his car while he struggled with his 3rd cancer diagnosis. Suddenly hit from behind, his car was destroyed and he lost everything. While in the hospital, he lost his shoes. The day they released him, it was 115 degrees outside. Hearing about AZCEND, Robert walked countless blocks to our front doors. While here, he received case management, safe shelter, meals, and financial education. Robert is now on staff with our Food Bank and I-HELP programs, and is next in line for low-income housing with the City of Chandler.

With requested funding, AZCEND's Chandler Food Bank will be able to continue serving our neighbors in need with thousands of food box meals throughout the coming year. Requested funding will directly provide 833 nutritious food boxes for an estimated 3,332 people. (family of 4)

6. Define the project as a new or continuing program. Has GRIC previously funded this project?

AZCEND's Chandler Food Bank is a continuing program. GRIC has not previously funded the program.

7. Provide a brief timeline including start and finish dates. Indicate if the timeline is flexible.

If awarded, requested funding will support the distribution of 833 nutritious food boxes during the Food Bank's operating hours: M-F and the third Saturday of each month. We estimate to provide the food boxes between September-December 2024.

8. Identify other organizations, partners or funders participating in the project and their roles.

With over five decades in the community, AZCEND's collaborative efforts are extensive. Our key contributors include the individuals, groups, and organizations that contribute food and volunteer time and share in the delivery of services at our facilities. On a regular basis, local businesses, retailers, churches, service clubs, and schools conduct food drives to benefit AZCEND.

For example, in FY21/22, we received 958,353 pounds of donated food with an in-kind value of $1,618,971. United Food Bank provides emergency and supplemental food including federally subsidized food under The Emergency Food Assistance Program (TEFAP). Food is also donated by local grocery stores including WinCo and Bashas. In 2016, we began partnering with Midwest Food Bank to receive additional food donations. We also collaborate with local businesses, such as Wells Fargo, Intel Corp. and Bank of America, which allow their employees to volunteer at AZCEND, usually on paid work time.

We maintain active referral relationships with roughly 30 community and public programs such as Chandler Public Housing, local schools and faith-based organizations. These partnerships and contributions help to sustain the program and reduce our operating costs, allowing more individuals to be served. AZCEND also works within a state-wide food system network to build community awareness of hunger issues and to advocate for an end to hunger in our service area and throughout Arizona.

9. Would you be able to implement the proposed plan if your organization received partial funding for this project?

AZCEND is grateful for any level of funding provided by Gila River Indian Community. If awarded at a level less than requested, we may need to adjust the number of food boxes that we can provide. The approximate value of one food box is $30, which is enough to provide a family $130 worth of food.

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.

AZCEND's Chandler Food Bank is one of our largest programs in continual demand. To ensure the program's long-term sustainability, AZCEND has built a wide and diverse base of support from individual donors, corporations, foundations, and government sources who contribute roughly $500,000 each year for the program. In addition, businesses, schools, and other community organizations also generously donate essential food and other items to help provide food for all who need it.

For FY24, secured funding partners for our Food Bank include: City of Chandler, Thunderbirds Charities, United Food Bank, Northrop Grumman, and multiple schools, churches, and corporate partners who hold food drives. Pending funders include: Season for Sharing, State Farm, Nordstrom, NXP, Big Lots, Whole Foods, and the Max & Victoria Dreyfus Foundation.

11. Describe your plan to document progress and results.

Through our Chandler Food Bank, we have four primary overarching outcomes. They include:
1) Ensuring a reliable source of food for individuals and families in need, 2) Engaging other organizations in providing a community solution to ending hunger, 3) Maximizing volunteer support, and 4) Connecting food bank clients to other programs and resources at/through AZCEND to help address the underlying causes of hunger and food insecurity.

Looking closer, we have three specific goals each year with related outputs. They include:

1) Increasing food availability for beneficiary households in need. The related outputs include:
Securing a minimum of 900,000 pounds of food for distribution to the community
Attracting a minimum of 800 volunteers in the preparation and delivery of food boxes and food bank services

2) Increasing food consumption by beneficiary households in need. The related outputs include:
Providing a minimum of 10,000 food boxes each year
Ensuring total food box contents are sufficient to feed more than 8,000 unique (unduplicated) individuals

3) Maintaining a food donation network of local companies, schools, service clubs, and other organizations. The related outputs include:
Providing a daily food transport service to deliver donated food items to the Food Bank
Conducting ongoing presentations and outreach in the community to cultivate new sources of donations and volunteers

To measure the program's effectiveness and impact, we utilize a combination of tracking specific metrics such as the number of pounds of food secured, the number of food boxes provided, and the number of volunteers, along with client surveys detailing their needs and experience with the program.

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.

AZCEND has not applied to any other tribal community in the past 5 years.

Project Budget

Budget Period: 7/1/2023 – 6/30/2024

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. Program Staff Salaries	$10,000	$196,468	$0	$206,468
2. Staff Benefits & Payroll	$0	$55,746	$0	$55,746
3. Staff Training	$0	$2,000	$0	$2,000
4. Professional Fees & Contracts	$0	$10,000	$0	$10,000
5. Phone & Internet	$0	$2,685	$0	$2,685
6. Program Supplies & Equipment	$15,000	$5,000	$0	$20,000
7. Occupancy	$0	$21,010	$0	$21,010
8. Printing & Postage	$0	$4,000	$0	$4,000
9. Travel	$0	$700	$0	$700
10. Memberships	$0	$2,000	$0	$2,000
11. Non-Payroll Insurance	$0	$14,000	$0	$14,000
12. In-Kind Food Donations	$0	$0	$1,500,000	$1,500,000
13. Licenses & Permits	$0	$5,000	$0	$5,000
14. Vehicle Maintenance/Costs	$0	$25,000	$0	$25,000
15. Extra Food Purchases	$0	$160,322	$0	$160,322
Total Budget	$0	$0	$0	$2,028,931

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. Program Staff Salaries of $206,468 reflects a Food Bank Manager and 3 support staff.

2. Program Staff Benefits of $55,746 reflects benefits and payroll costs of approximately 27% of salaries.

3. Staff Training of $2,000 reflects annual training costs needed for current and new staff to run the program.

4. Professional Fees of $10,000 reflects additional support needed to run the program.

5. Phone & Internet of $2,685 is our average annual cost related to the Food Bank for phone and internet.

6. Program Supplies & Equipment of $20,000 reflects all of the supply items needed to run the Food Bank, including bins, boxes, pallets, refrigerators, and other supplies to run the program.

7. Occupancy of $21,010 reflects the average annual costs to house our Food Bank program onsite.

8. Printing & Postage of $4,000 reflects the average annual cost for printing and postage related to the Food Bank.

9. Travel of $700 reflects minor travel costs throughout the community to deliver meals.

10. Memberships of $2,000 reflects the costs associated with partnering with other food banks each year.

11. Non-Payroll Insurance of $14,000 reflects the average annual insurance costs for the Food Bank.

12. In-Kind Food Donations of $1,500,000 reflects the total value of food donated to AZCEND's Food Bank in a typical year.

13. Licenses & Permits of $5,000 reflects the average annual costs of licenses and permits needed to operate the Food Bank.

14. Vehicle Maintenance of $25,000 reflects the average annual cost to maintain and run our Food Bank vans to pick up and distribute food each year throughout the community.

15. Extra Food Costs of $160,322 reflects minor remaining costs for food in case we have a shortfall in a given year.

Other explanation: Click here to enter text.

To ensure a complete application and proper submission please refer to the Grant Application Instructions.

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0029

In reply refer to: 4077950277
June 30, 2017 LTR 4168C 0
86-0428780 000000 00
00035622
BODC: TE

AZCEND
PO BOX 591
CHANDLER AZ 85244-0591

026374

Employer ID Number: 86-0428780
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated May 24, 2017, regarding your tax-exempt status.

We issued you a determination letter in July 1984, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

4077950277
June 30, 2017 LTR 4168C 0
86-0428780 000000 00
00035623

AZCEND
PO BOX 591
CHANDLER AZ 85244-0591

Sincerely yours,

Stephen A. Martin
Director, EO Rulings & Agreements

SENIOR PROGRAMS

AZCEND provides services to support our seniors, including on-site meals, activities and home delivered meals. These activities combat isolation and help our seniors maintain their independence.



Referrals, Dial-A-Ride tickets for transportation to the centers, and other personal assistance is available at both centers.

Both centers offer a variety of activities including:

- Exercise classes
- Health and wellness screenings and programs
- Movies
- Dances
- Holiday parties
- Card games
- Clubs
- Bingo
- Scheduled outings

Chandler Senior Center	Gilbert Senior Center
202 E Boston St.	130 N Oak St.
(480) 782-2720	(480) 503-6061
Meals served daily at	*Meals served daily*
11:30am	11:15am - 1:00pm

Funded in part by

AREA AGENCY ON AGING
REGION ONE, INCORPORATED

AZCEND strives to be accessible to all populations. If you have difficulty accessing our programs or services, please call the AZCEND office through the AZ Relay 711.

TODOS LOS SERVICIOS DISPONIBLES EN ESPANOL

VOLUNTEER

Customized volunteer opportunities are available for individuals, faith groups, organizations and the business community.

Some ways to volunteer include:

- Sort and package food
- Distribute food boxes
- Deliver meals, serve in dining rooms, or assist with activities for seniors
- Provide office assistance or data entry
- Assist with clean up or maintenance
- Mentor in family programs or classes
- Participate in Operation Santa
- Conduct a food drive or fund raiser

For more information, contact our Volunteer Coordinator at (480) 963-1423 ext. 102.



DONATIONS

Donations are just as crucial as volunteer time to our organization. Each year the demands of serving vulnerable people increase. You can make a difference with your donation.

For every dollar you give, ***96 cents goes directly to the people we serve.*** The needs are high and we rely on donations in addition to grant and fundraising activities.

AZCEND is a 501c(3) non-profit organization. All donations are fully tax deductible and allowed by law. Gifts to AZCEND qualify for the ***Arizona Charitable Tax Credit,*** up to $400 per individual and $800 for couples filing a joint income tax return in the State of Arizona. Charitable Tax Credits differ from tax deductions because they are fully tax-refundable. They will either reduce the total Arizona state income tax you owe or increase the state income tax refund you receive, dollar-for-dollar when you file your taxes.

If you would like further information about donating please go to **www.AZCEND.org** or call the center to speak with our Development Director.

AZCEND
Changing Lives Since 1966

Formerly Chandler Christian Community Center

345 S. California St., Chandler, AZ 85225
p 480.963.1423
f 480.726.0896
Mon-Fri 7:30AM - 4:00PM

Mailing Address
PO BOX 591, Chandler, AZ 85244

www.AZCEND.org

OUR MISSION

At AZCEND, we change lives by nourishing minds and bodies to create a connected, thriving community.



AZCEND
Changing Lives Since 1966

FOOD BANK

Our Food Bank has been fighting hunger in our community for over 50 years.

Emergency Food
Those facing food insecurity can receive food monthly, tailored to family size and dietary needs, Monday-Thursday.

Supplemental Food
Perishable food items, such as produce, are distributed each Friday, beginning at 9:00 am.

To Donate Food
Food donations are accepted during business hours (M-F 7:30 am- 4:00 pm), or you may contact the office for special arrangements.



In accordance with federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, religion, political beliefs, or disability. This institution is an equal opportunity provider.



FAMILY RESOURCE CENTER (FRC)

The Family Resource Center provides a variety of programs to help parents and their children ages 0-5 enter Kindergarten ready to succeed.

Early Literacy
Giggle, Squiggles, & Squirms is an early childhood literacy program for children and parents that builds school readiness.

Parenting Classes
A variety of classes are available to our families to promote health and wellness, learning, family interactions and community connections.

Child Watch
Child Watch is available during food bank hours and classes.

Operation Santa
This program distributes donated gifts to children ages 0-17.

Community Health
Preventative health services for all ages are provided, including child vision and hearing screenings, fluoride treatments, and flu shots, as well as HIV & STD testing.

SUPPORTED BY
FIRST THINGS FIRST
azftf.gov

HOMELESS SERVICES

Our homeless services support people in crisis to move to stability through the many programs we offer.

I-HELP
Our Interfaith Homeless Emergency Lodging Program (I-HELP) partners with faith-based and community agencies to provide emergency shelter and meals for homeless adults every night throughout the year.



Case Management
Individuals experiencing crisis can work with a case manager and establish personal and professional goals to regain stability. Our case management participants are connected to vital resources, including housing assistance, employment services, health and wellness services and benefits connection.

We also provide support to help our clients transition from homeless to housed. These services include advocating with landlords to find suitable, affordable units, providing financial assistance for move-in costs, and continued case management to help them maintain stable housing.

The nondiscrimination statement (NDS) used meets the minimum requirements of FNS 113 and is acceptable. This project has been funded at least in part with federal funds from the USDA.

SNAP USDA Supplemental Nutrition Assistance Program
United Way Valley of the Sun United Way

COMMUNITY ACTION PROGRAM (CAP)

Our Community Action Program provides services to empower our community and address barriers to stability.

Emergency Financial Assistance
CAP provides short term rent/mortgage and utility assistance to help those in crisis maintain their housing and prevent homelessness.

Benefits Connection
Individuals and families receive assistance navigating through the application process for benefits, such as SNAP and AHCCCS.

Other Services
Our Community Action Program provides case management, financial coaching, free basic tax preparation through Volunteer Income Tax Assistance (VITA) every tax season, referrals for clothing, weatherization, emergency home repairs, affordable housing, counseling and nutrition programs.



Funded in part by

Chandler · Arizona
HSD Human Services Department
GILBERT ARIZONA

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. MS 25-025

Date: September 12, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
From: Matthew Dunbar, Budget and Policy Director
Subject: Agreement No. 4481, Amendment No. 1, Financial Advisory Services

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Proposed Motion:

Move City Council approve Agreement No. 4481, Amendment No. 1, with Piper Sandler & Co., for financial advisory services, for a period of two years, beginning July 1, 2024, through June 30, 2026.

Background/Discussion:

The city uses a financial advisor for its expertise on all items of financing necessary to the city's operations or capital needs, which include General Obligation Bonds, Water and Sewer Excise Tax Revenue Obligation Bonds, Municipal Property Corporation and Improvement District Bonds, Refunding Bonds, and other related financial services. In addition, a financial advisor assists the city in developing a bond issuance strategy, preparing bond documents, marketing bonds to investors, arranging and preparing materials for rating agency presentations, monitoring the market for refunding opportunities to reduce the city's overall debt service costs when possible, post issuance compliance and outstanding debt tracking.

The finance professional is relied on to proactively identify creative solutions to meet the city's financing needs and goals and understand innovative debt financing methods which can reduce costs, always focusing on the city's best interest. Piper Sandler & Co. has filled this role with Chandler for over 20 years.

Evaluation:

On June 17, 2022, City Council approved an agreement with Piper Sandler & Co., for financial advisory services, for a two-year period, with the option of up to two (2) two-year extensions. The Contractor has agreed to extend at the same terms, conditions and pricing. This is the first extension of the agreement.

Financial Implications:

Fees associated with bond sales and incidental expenses related to each bond issuance will be paid from individual bond proceeds and are fixed fees based on the type of issue. Advisory fees for special projects not related to a specific bond transaction and requiring four hours or more of work and the preparation of written responses will be charged a competitive hourly fee based on the professional team member providing the services and paid from the appropriate related fund.

Attachments

4481 Amendment

Docusign Envelope ID: 99B037B3-1B2F-41D0-BD98-C3D890D22743

City Clerk Document No. _____

City Council Meeting Date: September 12, 2024

AMENDMENT TO CITY OF CHANDLER AGREEMENT
FINANCIAL ADVISORY SERVICES
CITY OF CHANDLER AGREEMENT NO. 4481

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 Piper Sandler & Co. (Consultant), (City and Consultant 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 financial advisory services (Agreement); and

WHEREAS, the term of the Agreement was July 1, 2022, through June 30, 2024, with the option of up to two two-year extensions; and

WHEREAS, the Parties wish to exercise the first option through this Amendment to extend the Agreement for two years.

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 two-year period July 1, 2024, through June 30, 2026.

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.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

Docusign Envelope ID: 99B037B3-1B2F-41D0-BD98-C3D890D22743

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	**FOR THE CONTRACTOR**
By: _____	By: William C. Davis
Its: Mayor	Its: June 28, 2022

APPROVED AS TO FORM:

By: _____
City Attorney JMB

ATTEST:

By: _____
City Clerk

ITEM 22

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 25-015

Date: September 12, 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: License Series 12, Restaurant Liquor License Application for Suman Kalyan Chowdary Kadiyala, Agent, SRI Delights, LLC, DBA Panchakattu Indian Cuisine

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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. 301057, a Series 12, Restaurant Liquor License, for Suman Kalyan Chowdary Kadiyala, Agent, SRI Delights, LLC, DBA Panchakattu Indian Cuisine, located at 5865 W. Ray Road, Suite 6, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 307198.

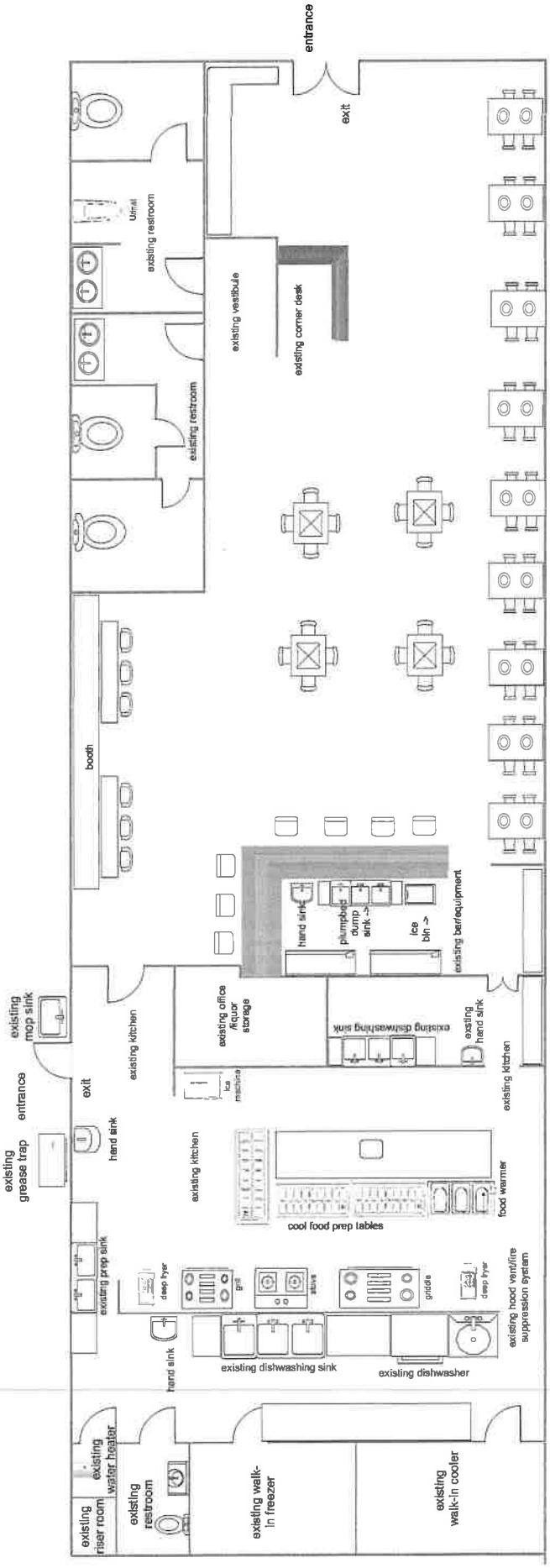
Discussion:

This application for a liquor license was posted for hearing on September 12, 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



Sq. footage of premises - 3,530

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 25-016

Date: September 12, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
From: Danielle Wells, Revenue and Tax Senior Manager
Subject: New License Series 10, Beer and Wine Store Liquor License Application for Camila Alarcon, Agent, Goosies Wine Shop, LLC, DBA Goosies Wine Shop

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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. 299721, a Series 10, Beer and Wine Store Liquor License, for Camila Alarcon, Agent, Goosies Wine Shop, LLC, DBA Goosies Wine Shop, located at 2050 N. Alma School Road, Suite 4, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 307842.

Discussion:

This application for a liquor license was posted for hearing on September 12, 2024.

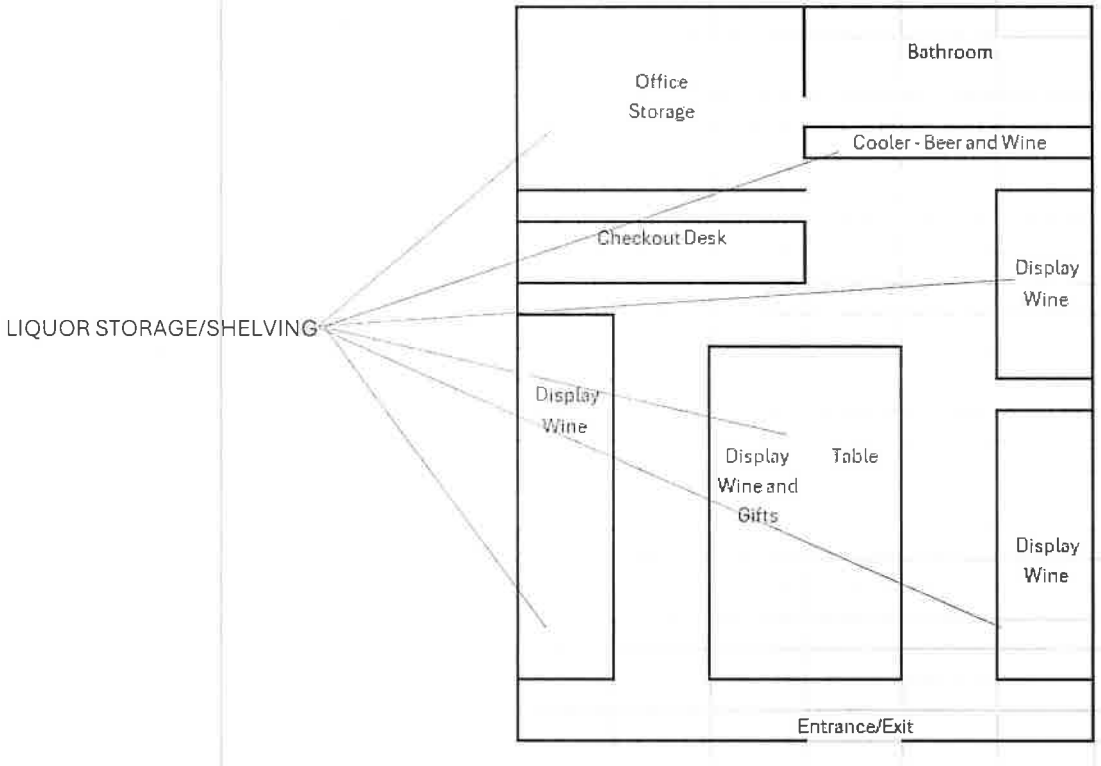
Staff requests a recommendation for this liquor license as the establishment does not have an interim liquor license permit with the Department of Liquor Licenses and Control (DLLC) and desires to begin serving alcohol. The DLLC allows 60 days for the City to provide a recommendation for a liquor license application. This recommendation for approval by the Local Governing Body will be within 60 days allowing the applicant to proceed with their new liquor license application process.

The Police Department reports no objections to the issuance of this license, and no written protests pursuant to A.R.S. 4-201(B) have been received. With a Series 10, Beer and Wine Store Liquor License, the business may sell beer and wine only for off-premise consumption.

Attachments

A-Floor Plan

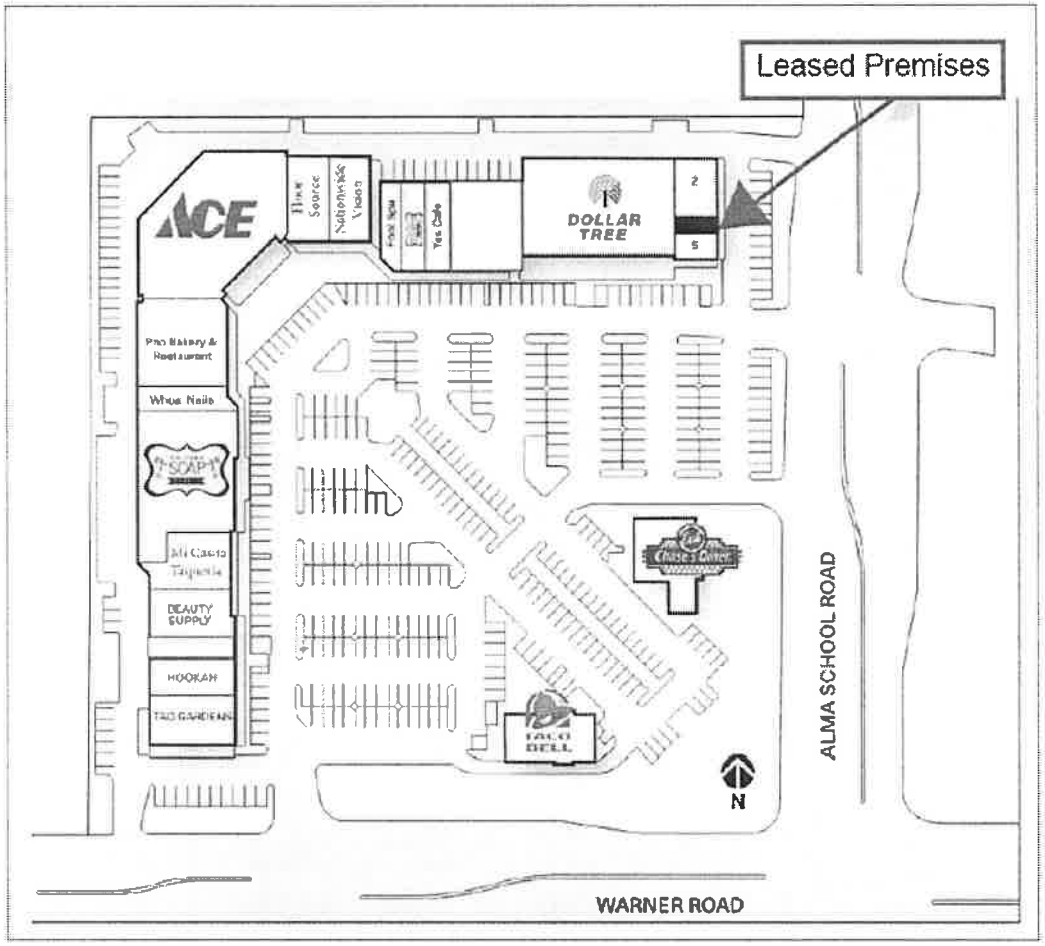
Goosies Wine Shop
2050 N. Alma School Road, Suite 4
Chandler, AZ 85224
Series 10 Beer and Wine Store Application
560 square feet



NORTH

Goosies Wine Shop
2050 N. Alma School Road, Suite 4
Chandler, AZ 85224
Series 10 Beer and Wine Store Application
Aerial View

Leased Premises = Premises of License Applicant



ITEM 24

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 25-017

Date: September 12, 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 Ysena Marie Pimental, Agent, AY Holdings, LLC, DBA Mexico Magico Restaurant & Cantina

---

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control (DLLC) for approval of the State Liquor Job No. 296469, a Series 12, Restaurant Liquor License, for Ysena Marie Pimental, Agent, AY Holdings, LLC, DBA Mexico Magico Restaurant & Cantina, located at 474 W. Ray Road, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 307875.

Discussion:

This application for a liquor license was posted for hearing on September 12, 2024.

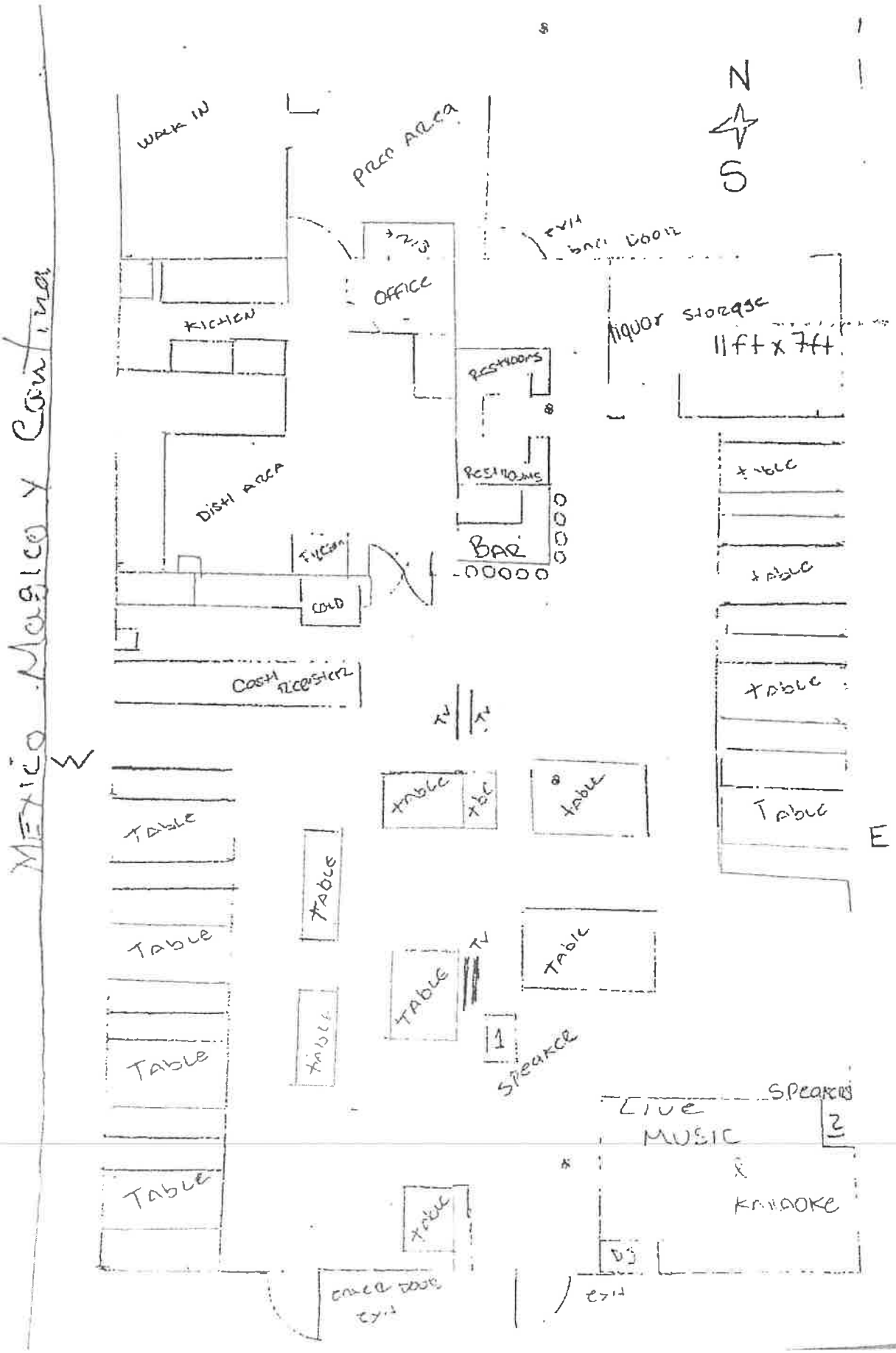
The Police Department reports no objections to the issuance of this license, and no written protests pursuant to A.R.S. 4-201(B) have been received. With a Series 12, Restaurant Liquor License, the business may sell all liquors for on-premise consumption only, with a minimum of 40% of the gross receipts from the sale of food.

Attachments

A-Floor Plan

3,840 SF

'24 7 18 Liqr. Dept #11115



CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 25-018

Date: September 12, 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 12, Restaurant Liquor License Application for Carlos Demetrius Howard, Agent, Sneaker Heads Sports Bar, LLC, DBA Sneaker Heads

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Proposed Motion:

Move City Council withdraw the application for a Series 12, Restaurant Liquor License for Carlos Demetrius Howard, Agent, Sneaker Heads Sports Bar, LLC, DBA Sneaker Heads, located at 3002 N. Arizona Avenue, Suite 18.

Discussion:

The application for a Liquor License Series 12, Restaurant Liquor License for Carlos Demetrius Howard, Agent, Sneaker Heads Sports Bar, LLC, DBA Sneaker Heads, located at 3002 N. Arizona Avenue Suite #18, was posted for hearing on September 12, 2024.

On September 10, 2024, the applicant submitted a Notice to Withdraw the above application for a Series 12, Restaurant Liquor License to re-apply for a Series 6, Bar Liquor License.

Attachments

Withdrawal Form

'24 9 10 Liqr. Dept AM11:51

APPLICATION WITHDRAWAL

DLLC USE ONLY

Job #:	301036
Date Accepted:	9-10-2024
CSR:	Clay

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: JOB #301036

Agent / Individual Name: HOWARD (Last) CARLOS (First) DEMETRUIS (Middle)

Premises Name (Doing Business As-DBA): SNEAKER HEADS

Premises Address: 3002 N ARIZONA AVENUE #18 & 19 CHANDLER ARIZONA 85225
(Street) (City) (State) (Zip Code)

Mailing Address: 3002 N ARIZONA AVENUE #18 & 19 CHANDLER ARIZONA 85225

REASON FOR WITHDRAWAL

RE-APPLYING FOR SERIES 06 LIQUOR LICENSE

(USE BACK OF PAGE IF NECESSARY)

Declaration:

I, (Print Name) CARLOS DEMETRUIS HOWARD, 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	Clay	9-10-2024
Investigations (Pending Applications)	Reid #100	9/10/2024
Licensing Manager	Jennifer Benson	09/10/24
Liquor Board (Hearing files only)		

DISPOSITIONS

☐ Letter Attached _____ ☐ Intent to Halt

☐ Revoked-Order# _____ ☐ Application Denied #_____

☐ Reverted-Order# _____ ☐ Application Withdrawn

Individuals requiring ADA accommodations please call (602)542-2999

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 25-022

Date: September 12, 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 Josh Ryan Carstens, Agent, Vero RP, LLC, DBA Vero Chicago Pizza-West Chandler

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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. 300191, a Series 12, Restaurant Liquor License, for Josh Ryan Carstens, Agent, Vero RP, LLC, DBA Vero Chicago Pizza-West Chandler, located at 2855 W. Ray Road, Suite 5, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 307923.

Discussion:

This application for a liquor license was posted for hearing on September 12, 2024.

Staff requests a recommendation for this liquor license as the establishment does not have an interim liquor license permit with the Department of Liquor Licenses and Control (DLLC) and desires to begin serving alcohol. The DLLC allows 60 days for the City to provide a recommendation for a liquor license application. This recommendation for approval by the Local Governing Body will be within 60 days allowing the applicant to proceed with their new liquor license application process.

The Police Department reports no objections to the issuance of this license, and no written protests pursuant to A.R.S. 4-201(B) have been received. With a Series 12, Restaurant Liquor License, the business may sell all liquors for on-premise consumption only, with a minimum of 40% of the gross receipts from the sale of

food.

Attachments

A-Floor Plan

'24 MAY 31 AM 8:13 AZDLLC
'24 JUN 24 PM 1:40 AZDLLC



VERO
CHICAGO PIZZA

LOCATION 1865 N. RAY RD., STE 3, CHANDLER, AZ 85224

DATE 4/4/2024

SQFT 1,691

The following plans have been produced by Vero Franchising's Design Department and as such are conceptual. All images used are for illustrative purposes only and are intended to convey the concept and vision for the restaurant. They are for guidance only, plans may change as work progresses and do not necessarily represent a true and accurate depiction of the finished product and specifications may vary. Floor plans are intended to give a general indication of the proposed layout only. All images and dimensions are not intended to form part any contract or warranty. Please consult with an architectural engineer to finalize plans and make sure they adopted the local building codes and requirements of the city and state.

Proposed Floor Plan

37 SEATS (+PATIO)

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 25-024

Date: September 12, 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: License Series 10, Beer and Wine Store Liquor License Application for Wassim Nazih Suliman, Agent, F & W Gas, LLC, DBA Arco AM PM #42525

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 300299, a Series 10, Beer and Wine Store Liquor License, for Wassim Nazih Suliman, Agent, F & W Gas, LLC, DBA Arco AM PM #42525, located at 1735 S. Cooper Road, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 307677.

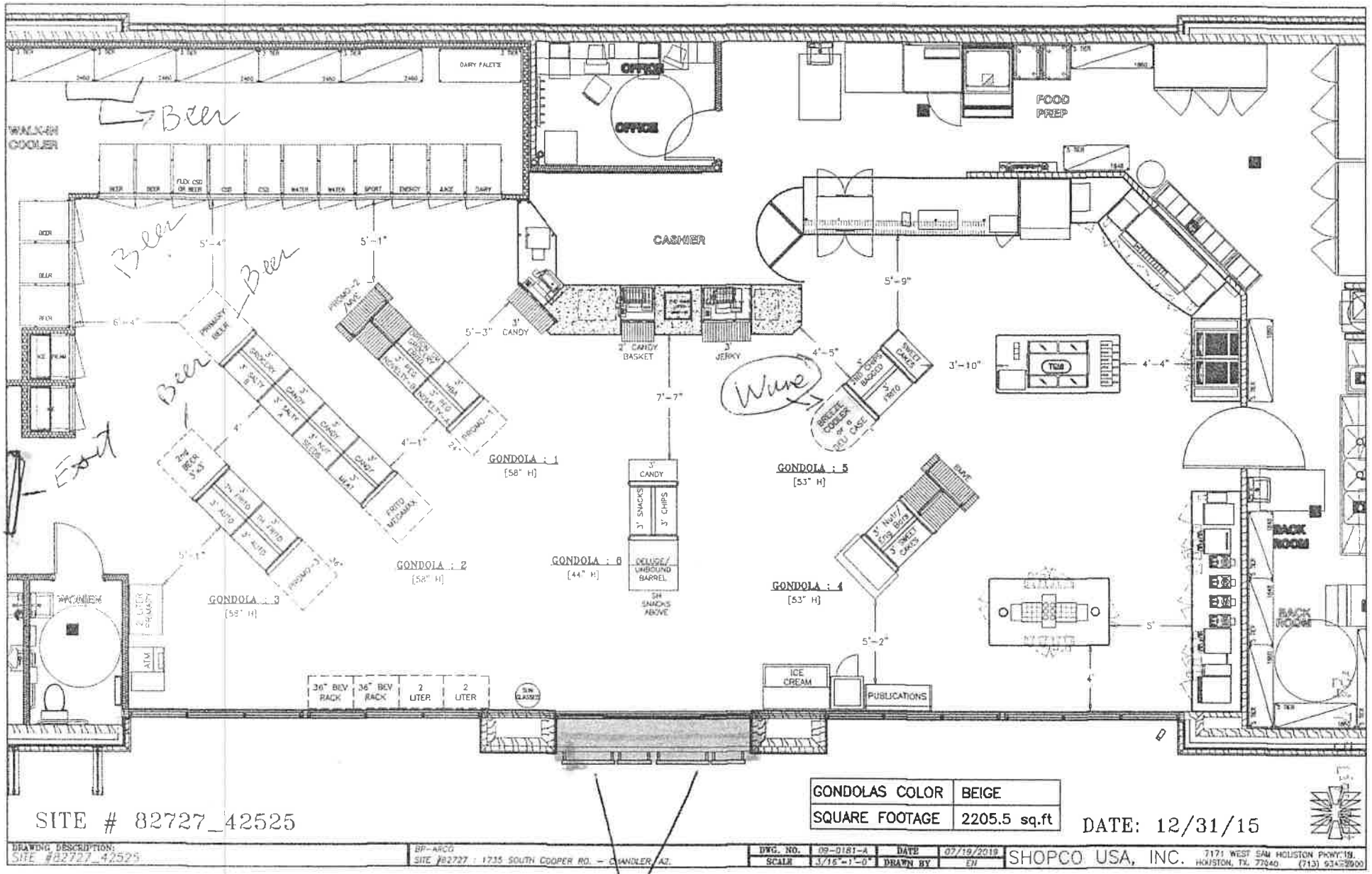
Discussion:

This application for a liquor license was posted for hearing on September 12, 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



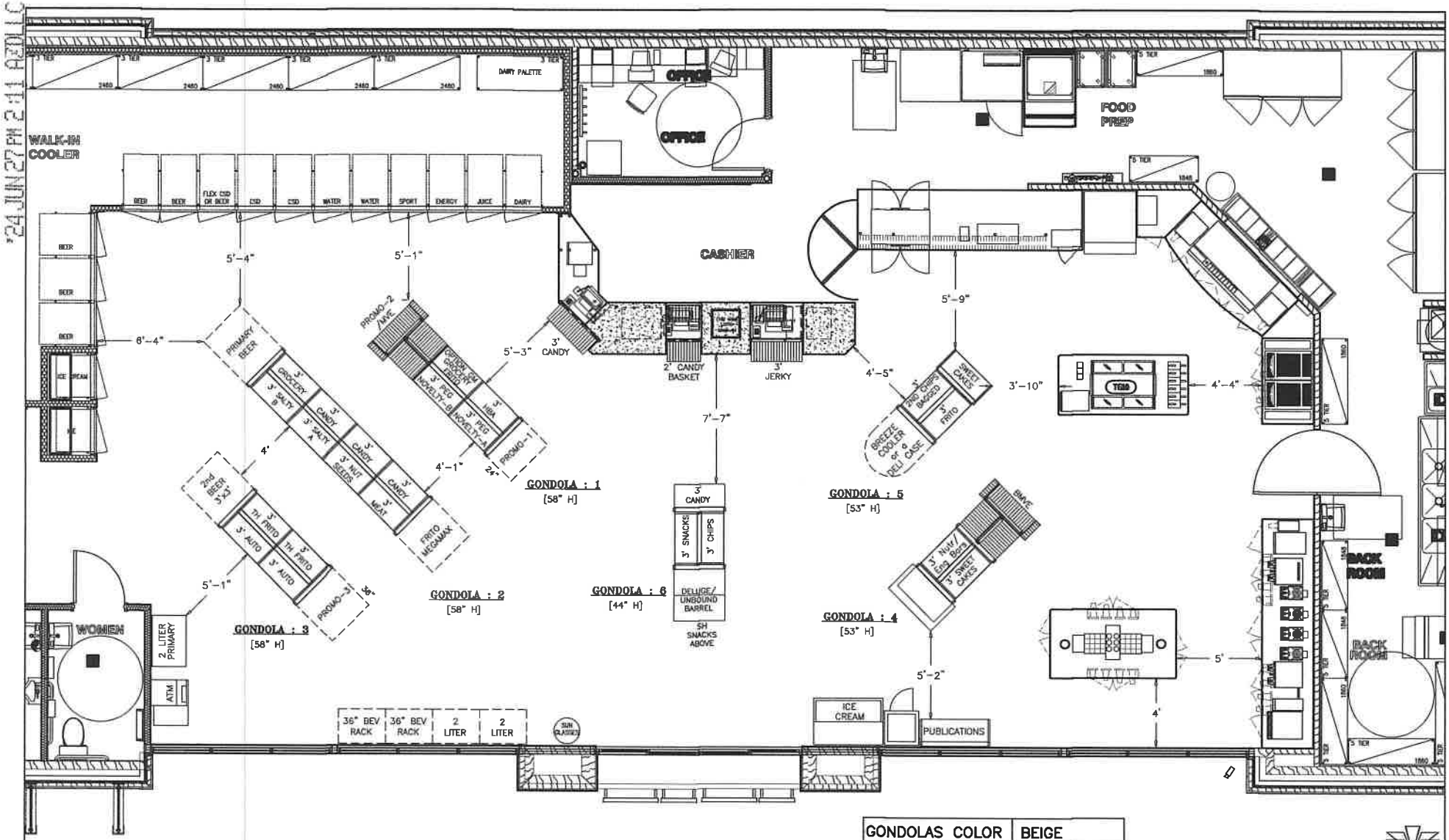
GONDOLAS COLOR	BEIGE
SQUARE FOOTAGE	2205.5 sq.ft

SITE # 82727_42525

DATE: 12/31/15

DRAWING DESCRIPTION: SITE #82727_42525	BP-ARCO SITE #82727 : 1735 SOUTH COOPER RD. – CHANDLER, AZ.	DWG. NO.	09-0181-A	DATE	07/19/2019	SHOPCO USA, INC. 7171 WEST SAM HOUSTON PKWY. N. HOUSTON, TX. 77040 (713) 934-2900
		SCALE	3/16"-1'-0"	DRAWN BY	EN	

Main Entrance & Exit



GONDOLAS COLOR	BEIGE
SQUARE FOOTAGE	2205.5 sq.ft

SITE # 82727_42525

DATE: 12/31/15

DRAWING DESCRIPTION:	BP-ARCO	DWG. NO.	09-0181-A	DATE	07/19/2019	SHOPCO USA, INC. 7171 WEST SAM HOUSTON PKWY. N. HOUSTON, TX. 77040 (713) 934-2900
SITE #82727_42525	SITE #82727 : 1735 SOUTH COOPER RD. - CHANDLER, AZ.	SCALE	3/16"=1'-0"	DRAWN BY	EN	

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 25-019

Date: September 12, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
From: Danielle Wells, Revenue and Tax Senior Manager
Subject: New Tele-Track Wagering Facility Site for TP Racing, LLLP, DBA Turf Paradise

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Proposed Motion:

Move for recommendation for approval of the application for a Tele-Track Wagering Facility Site license within Trophy Sports+Cards+Spirits, located at 2551 W. Queen Creek Road, Suite 4, for TP Racing, LLLP, DBA Turf Paradise.

Discussion:

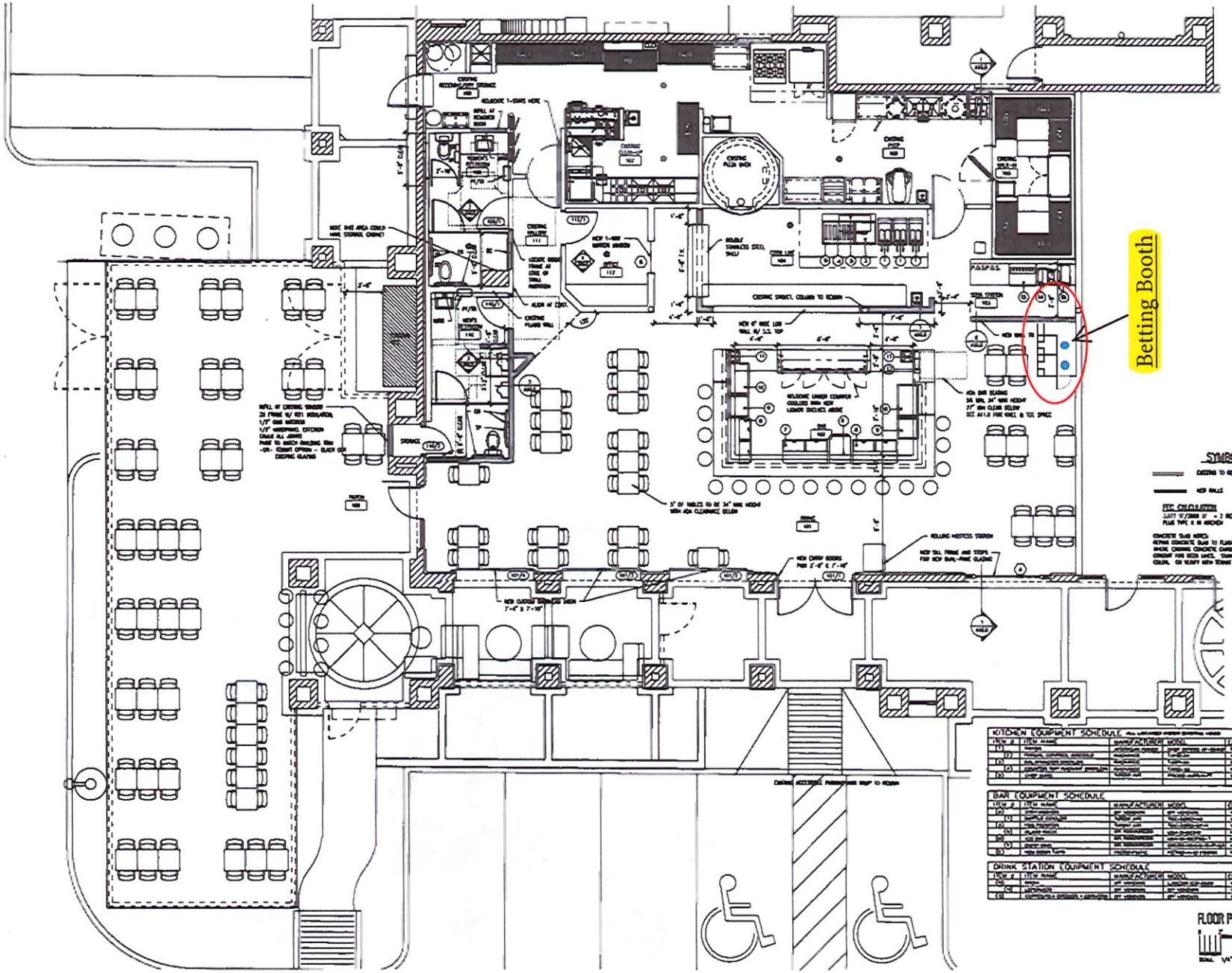
This application is for a new Tele-Track Wagering Facility Site license was posted for hearing on September 12, 2024.

Staff requests a recommendation for this Tele-Track Wagering Facility Site license within Trophy Sports+Cards+Spirits, located at 2551 W. Queen Creek Road, Suite 4, for TP Racing, LLLP, DBA Turf Paradise.

No objections to the issuance of this license have been received from the Police, Fire, or Development Services departments. The applicant has met all the requirements of City Code Section 58-1.1-3 and all fees have been paid.

Attachments

A-Floor Plan



TROPHY

Trophy Bar
Restaurant Remodel
2351 W. Queen Creek Road, Bldg G, Suite G101
Chandler, AZ

PRELIMINARY
NOT FOR CONSTRUCTION

REECE and ROWE
ARCHITECTS

4343 E. Avalon Drive
Phoenix, Arizona 85044
Phone: 480-977-4343

1354 W. University Ave #149
Flagstaff, Arizona 86001
Phone: 928-779-4349

REVISIONS:

TITLE: FLOOR PLAN
SCALE: 1/4"=1'-0"
DATE: 10-25-2022
JOB NO: R22014

A3.0

CHANDLER arizona
Community of Innovation

City Council Memorandum **Mayor and Council Memo No. N/A**

Date: September 12, 2024
To: Vice Mayor and Council
From: Mayor Kevin Hartke
Subject: Ordinance No. 5109, Forming a Resident Bond Exploratory Committee

Proposed Motion:

Move Council pass and adopt Ordinance No. 5109, forming a Resident Bond Exploratory Committee, including a Steering Committee and Subcommittees, to review and identify programs requiring financing and to make recommendations to the Council regarding the use of bond financing.

Background/Discussion

The city uses bonds to fund almost 70% of its 10-year Capital Improvement Plan. Arizona Revised Statute requires cities to obtain voter authorization prior to selling General Obligation (GO) bonds and using secondary property taxes to fund the interest and principal.

The Mayor and Council desire to promote and develop community outreach for the use of bonds for financing city programs in a manner that is inclusive and representative of the needs and desires of Chandler's residents. This Ordinance creates a Resident Bond Exploratory Committee, which will include a Steering Committee and four (4) Subcommittees, for this purpose.

This ordinance was introduced and tentatively adopted on September 9, 2024.

Attachments

Ordinance No. 5109

ORDINANCE NO. 5109

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, FORMING A RESIDENT BOND EXPLORATORY COMMITTEE, INCLUDING A STEERING COMMITTEE AND SUBCOMMITTEES, TO REVIEW AND IDENTIFY PROGRAMS REQUIRING FINANCING AND TO MAKE RECOMMENDATIONS TO THE COUNCIL REGARDING THE USE OF BOND FINANCING

WHEREAS, the Mayor and City Council desire to promote and develop community outreach for the use of bonds for financing of City programs in a manner that is inclusive and representative of the needs and desires of Chandler's residents; and

WHEREAS, a Resident Bond Exploratory Committee, including a Steering Committee and Subcommittees, are deemed necessary by the Mayor and City Council to make recommendations to the Council on the use of bond financing; and

WHEREAS, the Resident Bond Exploratory Committee is considered to be a Public Body as defined by Arizona Revised Statues, and therefore, any meeting of the Resident Bond Exploratory Committee, including the Steering Committee and Subcommittees, are subject to the Arizona Open Meeting Law.

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

Section 1. A 2024 Resident Bond Exploratory Committee, including a Steering Committee and Subcommittees, with the Steering Committee having a chair and six (6) members, shall be formed to make recommendations to the Council on the use of bond financing. Further, the following subcommittees are created: Parks and Recreation Subcommittee, Public Works Subcommittee, Public Safety Subcommittee, and Facilities, Sustainability and Technology Subcommittee. Each subcommittee will be comprised of a committee chair (who shall be a member of the 2024 Resident Bond Exploratory Steering Committee) and six (6) members. The Mayor shall nominate committee members with the approval of the City Council as provided for in Article VI. of the Charter for the City of Chandler.

Section 2. The 2024 Resident Bond Exploratory Committee and the subcommittees shall sunset on November 4, 2025.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this ____ day of September 2024.

ATTEST:

_____ _____

CITY CLERK MAYOR

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona this ____ day of September 2024.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY, that the above and foregoing Ordinance No. 5109 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of September, 2024, and that a quorum was present thereat.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY



PUBLISHED:

CHANDLER arizona
Community of Innovation

City Council Memorandum Police Memo No.

Date: September 12, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
From: Bryan Chapman, Police Chief
Subject: Resolution No. 5839, Intergovernmental Agreement with Mesa Unified School District No. 4 for Police Department Security Camera System Emergency Access

Proposed Motion:

Move City Council adopt Resolution No. 5839, approving an Intergovernmental Agreement granting the Chandler Police Department emergency access to the Mesa Unified School District No. 4 Security Camera System; and authorize the Chief of Police, as designated by the City Manager, to conduct all negotiations and to execute and submit all documents necessary in connection with such an agreement.

Background/Discussion:

The City of Chandler Police Department and Mesa Unified School District (MUSD) No. 4 desire to enter into this Agreement for the purpose of working in cooperation with one another to further the public interests served by prompt and informed emergency response services by allowing emergency access to MUSD's school security camera system. MUSD has four (4) schools physically located within the City of Chandler boundaries. In the event of an ongoing emergency on a MUSD school campus or facility located in Chandler, both MUSD and the Police Department desire to provide first responders with information available through the campus security camera system(s) in the interest of the safety of all involved. The City has had a similar arrangement with Chandler Fashion Mall (Macerich) since 2015 and Chandler Unified School District No. 80 (CUSD) since 2023 that allows the Police Department to access security cameras in the event of an emergency only.

The Police Department will only have access to any MUSD campus surveillance system(s) during and in response to an active/ongoing emergency occurring on or involving a MUSD campus, and only to the extent necessary to protect the health or safety of the student or other individuals as determined by MUSD. "Emergency" means a situation in which articulable facts indicate that a significant threat to the health or safety of a student or other individuals exists. The Police Department will not have access to any MUSD campus security camera system for any other purpose or at any other time. The Police Department will not have access to the security camera system of any campus that is not involved in the active/ongoing emergency and cannot record or share video content from MUSD security cameras without a subpoena. Likewise, security camera content transmitted to the Police Department from a MUSD facility will not be stored by the City.

MUSD campus surveillance footage is subject to the provisions and confidentiality provided under the Family Education Rights and Privacy Act (20 U.S.C. 1232g; 34 C.F.R. Part 99) ("FERPA"). The IGA was approved by the MUSD Governing Board on August 28, 2024, and shall remain in effect through June 30, 2028, unless otherwise terminated, with the option to renew for an additional five-year term.

Financial Implications:

There are no financial obligations to the City of Chandler.

Attachments

Resolution No. 5839

IGA Surveillance System Emergency Access

RESOLUTION NO. 5839

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF CHANDLER AND THE MESA UNIFIED SCHOOL DISTRICT NO. 4, FOR THE PROVISION OF EMERGENCY ACCESS TO DISTRICT CAMPUS SURVEILLANCE SYSTEMS BY THE CHANDLER POLICE DEPARTMENT.

WHEREAS the Chandler Police Department responds to calls for police service at District school campuses located within the boundaries of the City; and

WHEREAS, in the event of an ongoing emergency on the Mesa Unified School District No.4 Campus, the Chandler Police Department desires to provide first responders with information available through the Campus security camera and surveillance systems to ensure prompt emergency response services;

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

Section 1. That approval is granted for the Chandler Police Department to execute the IGA with the Mesa Unified School District No.4 for surveillance system emergency access.

Section 2. That the Mayor or designee is authorized to sign the IGA and any Amendments and that the Chief of Police is appointed agent for the City of Chandler, to administer, execute and submit all documents and any other necessary instruments in connection with said program. The Chief of Police is authorized to approve and execute, on behalf of the City of Chandler, any such future extensions of this Agreement under the same terms and conditions not to exceed the duration of the original agreement.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of September 2024.

ATTEST:

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5839 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the _____ day of September 2024.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

INTERGOVERNMENTAL AGREEMENT
BETWEEN
MESA UNIFIED SCHOOL DISTRICT
AND
CITY OF CHANDLER
FOR
SURVEILLANCE SYSTEM EMERGENCY ACCESS

This Intergovernmental Agreement ("**IGA**") is entered into this 1st day of September, 2024, by and between the Mesa Unified School District #4, a political subdivision of the State of Arizona, ("**District**") and the City of Chandler, a political subdivision of the State of Arizona ("**City**") for the provision of emergency access to District campus surveillance systems by the Chandler Police Department. District and City may be referred to herein individually as "**Party**" and collectively as "**Parties.**"

RECITALS

WHEREAS, District and City are authorized to enter into this IGA pursuant to A.R.S. §§ 11-951 *et seq.*

WHEREAS, District is the largest school district by student enrollment in Arizona, educating more than 64,500 students in 82 schools and programs.

WHEREAS, Chandler Police Department School Resources Officers perform certain public safety services in specific District school campuses.

WHEREAS, the Chandler Police Department responds to calls for police service at District school campuses ("**District Campus(es)**") located within the boundaries of the City.

WHEREAS, in the event of an ongoing emergency on a District Campus or involving a District Campus, the Parties desire to provide first responders with information available through the respective District Campus security camera and surveillance systems (collectively, "**Campus Surveillance System(s)**") in the interest of the safety of all involved.

WHEREAS, the Parties desire to work in cooperation with one another to further the public interests served by prompt and informed emergency response services pursuant to applicable laws, policies, and the terms of this IGA.

AGREEMENT

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

I. PURPOSE AND INTENT

The purpose of this IGA is to set forth the responsibilities of the Parties for the provision of emergency access to Campus Surveillance Systems, and to address legal and administrative matters among the Parties.

II. SCOPE AND CONDITION

A. District shall provide Authorized Users of the City the limited ability to access Campus Surveillance Systems solely for the purpose of responding to an Emergency occurring on or involving a District Campus. The permission provided under this IGA is solely for Emergency circumstances and only for the District Campuses involved in such Emergency. For the purpose of this IGA:

1. "**Authorized User**" means a City employee identified by the Chandler Police Department as essential to providing an active or ongoing emergency response and who is authorized by the Chief of Police, or their designee, to access Campus Surveillance Systems.
2. "**Emergency**" means an active or ongoing situation in which articulable facts indicate that a significant threat to the health or safety of a student or other individuals exists.

B. City shall provide information of the Authorized Users to District. Access to Campus Surveillance System(s) shall be granted to Authorized Users through secure technology with an option allowing the Campus Surveillance System(s) to be utilized by Authorized Users remotely.

C. City acknowledges and agrees that access utilized by an Authorized User to any Campus Surveillance System shall only be utilized during and in response to Emergency occurring on or involving a District Campus. Authorized Users are not required to obtain prior approval from the District to utilize their access to the Campus Surveillance System(s) in response to an Emergency occurring on or involving a District Campus. Authorized Users shall not access any Campus Surveillance System for any other purpose or at any other time without the District's express written permission for such non-Emergency access. City shall not access the Campus Surveillance System of any District Campus that is not involved in the Emergency without the District's express written permission.

D. City shall promptly notify District of any Authorized Users who are no longer identified as an Authorized User. District may revoke an Authorized User's access to Campus Surveillance System(s), after providing written notice to and conferring with the City, if an Authorized User is found to have utilized their access to Campus Surveillance System(s) in violation of this IGA or is no longer identified as an Authorized User by the City. All Authorized User access log information shall be kept by District and may be provided to City upon request.

III. TERM, TERMINATION AND RENEWAL

A. This IGA shall become effective on the 1st day of September, 2024 and shall remain in effect through June 30, 2028, unless otherwise terminated or renewed as provided herein.

B. Either Party to this IGA may request a renewal of this IGA for up to an additional five (5) year term by providing advance notice at least sixty (60) days prior to the termination date. Any renewal of this IGA must be via written notice mutually agreed upon.

C. Either Party may terminate this IGA, with or without cause, by providing fifteen (15) days' advance written notice of termination to the other Party.

IV. RESPONSIBILITIES OF THE PARTIES

A. District will provide City with access to Campus Surveillance Systems pursuant to the terms of this IGA.

B. City will access Campus Surveillance Systems only in an Emergency pursuant to the terms of this IGA. City will provide copies of reports and/or other supporting documentation related to the City's utilization of access to Campus Surveillance Systems upon the District's request.

V. CONFIDENTIALITY

City acknowledges and agrees that Campus Surveillance System footage is subject to the provisions and confidentiality provided under the Family Education Rights and Privacy Act (20 U.S.C. 1232g; 34 C.F.R. Part 99) ("**FERPA**"). City agrees that any use of Campus Surveillance System footage will comply with FERPA and City shall not access Campus Surveillance System footage outside of the terms of this IGA.

VI. SUPERVISION, EQUIPMENT AND MATERIALS

No employee, agent, or volunteer of a Party shall be deemed to be an employee, agent or volunteer of the other Party. Each Party will be solely and entirely responsible for its acts and the acts of its employees, agents, and volunteers during the performance of this IGA. Each Party will be responsible for all salaries, wages, bonuses, retirement withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employment compensation, other employee benefits, and all employer's taxes and premiums concerning any Party's personnel involved in the performance of this IGA, and each Party agrees to hold the other Party harmless from any liability thereof.

District shall have sole supervisory authority over District personnel, operations, services, property, facilities and materials; and City shall have sole supervisory authority over City personnel, operations, services, property, facilities and materials.

Except as otherwise provided in this IGA, the Parties agree to avoid using the other Party's materials and/or equipment for purposes not directly associated with the purpose and intent of this IGA without the prior express written consent from the Party to whom the equipment and/or materials belong. However, this provision shall not be construed to prohibit any use of materials or equipment of another Party that is merely nominal, incidental, or on an emergency basis.

VII. RECORDS

Each Party acknowledges and agrees that the other Party shall respectively administer records in its possession according to its applicable laws, regulations, rules, and policies.

VIII. OPEN COMMUNICATIONS

District and City shall maintain open communications between each Party's designated point of contact ("**POC**"), listed in **Section XI.A** below, to ensure the agreed upon

performances are provided and maintained throughout the term of this IGA. Parties shall maintain open communication regarding needs arising out of the IGA.

IX. INSURANCE

Each Party acknowledges and affirms that it has appropriate and adequate insurance coverage for its official operations, duties, and activities, and that it will maintain such coverage, at its own expense, for the duration of this IGA.

X. INDEMNIFICATION

To the maximum extent permitted by law, each Party (as "**Indemnitor**") agrees to indemnify, defend and hold harmless the other Party (as "**Indemnitee**"), its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "**Claims**") arising out of actions taken in performance of this IGA to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to the duty to indemnify, defend and hold harmless set forth in this Section, then the Indemnitee agrees to cooperate with the Indemnitor in the defense of the Claim, at the Indemnitor's sole cost and expense, but only to the extent that such Claim is not related to an independent Claim of the third-party against the Indemnitee that is not subject to this Section.

XI. STANDARD TERMS

A. Notices. All notices to the other Party required under this IGA shall be in writing and sent to the following:

If to District:
Superintendent
Mesa Unified School District No. 4
63 E. Main Street #101
Mesa, AZ 85201

If to City:
Chief of Police
City of Chandler Police Department
P.O. Box 4008, MS 303
Chandler, AZ 85244-4008

With a copy to:
City Attorney
City of Chandler
175 South Arizona Avenue, MS602
Chandler, AZ 85225

B. Modification. This IGA shall not be modified or extended, except by a mutually signed written agreement.

C. Relationship of the Parties. Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venture, associate, or any other representative capacity of the other Party. Each Party shall be solely and entirely responsible for its

acts or acts of its agents and employees during the performance of this IGA. This IGA shall not be construed to imply authority to perform any tasks, or accept any responsibility, of the other Party not expressly set forth herein. This IGA shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees. Nothing contained in this IGA confers any right to any person or entity not a party to this IGA.

D. **Governing Law and Venue.** This IGA shall be governed by and interpreted in accordance with the laws and regulations of the State of Arizona. Any action relating to this IGA shall be brought in a court of appropriate jurisdiction in Maricopa County.

E. **Interparty Dispute Resolution.** If a dispute between the Parties arises out of or relates to this IGA, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation. The Parties shall mutually agree upon a mediator. Each Party agrees to bear its own costs of mediation, and to split the mediator fee. If mediation fails, any claim or action arising out of this IGA shall be brought in the Maricopa County Superior Court.

F. **Non-assignment.** This IGA has been entered into based upon the personal reputation, expertise and qualifications of the Parties. Neither Party shall assign its interest in this IGA, in whole or in part, without the prior written consent of the other Party. Neither Party shall assign any monies due or to become due to it hereunder without the prior written consent of the other Party.

G. **Entire IGA.** This IGA represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this IGA shall be valid unless made in writing and signed by the Parties.

H. **Severability.** If any part, term or provision of this IGA shall be held unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

I. **Conflicts of Interest.** The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this IGA.

J. **Other Duties Imposed by Law.** Nothing in this IGA shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.

K. **Compliance with Laws and Policies.** The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA.

L. **Workers' Compensation.** To the extent applicable by law, each Party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said

Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

M. **Non-Discrimination and Compliance with Civil Rights.** To the extent applicable by law, the Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Order 2009-09 and any other federal, state, or local laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act, including flow down of all provisions and requirements to any subcontractors. In the performance of this contract, neither Party shall discriminate against any employee, client or any other individual on the basis of race, color, ethnicity, national origin, age, disability, religion, sex, sexual orientation, gender identity, veteran's status, marital status, familial status, or genetic information.

N. **E-Verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). A Party's or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the IGA and may result in the termination of the IGA by either party under the terms of this IGA. The Parties each retain the legal right to randomly inspect the papers and records of each other Party and each other Party' subcontractors who work under this IGA to ensure that the other Party and its subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by each other Party. The Parties and their respective subcontractors shall cooperate with each other Party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

O. **No Third-Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not Parties to this IGA or affect the legal liability of either Party to the IGA by imposing any standard of care different from the standard of care imposed by law.

P. **Headings.** The section headings throughout this IGA shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

Q. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason either Party does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the canceling party shall have no further obligation other than for payment for services rendered prior to cancellation.

R. **Uncontrollable Events.** No Party shall be in default of this IGA if failure of performance is due to an uncontrollable event. The term "uncontrollable event" means any cause beyond the control of the Party affected including, but not limited to, flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or

material shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event shall exercise due diligence to remove such inability with all reasonable dispatch.

S. **Counterparts.** This IGA may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this IGA to be executed by the following duly authorized representatives:

DISTRICT
Mesa Unified School District No. 4

This 28 day of August, 2024

By: _____
Dr. Andi Fourlis
Superintendent
Mesa Public School

ATTEST:

_____
Governing Board
Mesa Public School

CITY
CITY OF CHANDLER

This ___ day of September, 2024

By: _____
Joshua Wright
City Manager
City of Chandler

ATTEST:

_____
City Clerk
City of Chandler

Copies of the appropriate action by ordinance, resolution, or otherwise authorizing the respective parties to enter into this Agreement are attached hereto.

In accordance with A.R.S. § 11-952, this contract has been reviewed by the undersigned who have determined that this contract is in appropriate form and within the powers and authority granted to each respective body.

This 19th day of August, 2024

_____
Attorney for District

This 1st day of September, 2024

_____
Chandler City Attorney

CHANDLER arizona
Community of Innovation

City Council Memorandum **Police Memo No. N/A**

Date: September 12, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Bryan Chapman, Police Chief
From: Carole Speranza, Police Operations Manager
Subject: Agreement No. PD3-200-4510, Amendment No. 3, with FX Tactical, LLC, and Skaggs Companies, Inc., for Police Uniforms

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Proposed Motion:

Move City Council approve Agreement No. PD3-200-4510, Amendment No. 3, with FX Tactical, LLC, and Skaggs Companies, Inc., for police uniforms, in an amount not to exceed $350,000, for a one-year period, September 1, 2024, through August 31, 2025.

Background/Discussion:

This agreement covers the Police Department's annual uniform needs for all patrol staff, including reserves, motor officers, park rangers, cadets, motorist assist volunteers, detention officers, and civilians. It also includes uniform-related accessories such as baseball caps and Class A hats. The agreement ensures the availability of uniforms for replacements due to wear or damage, as well as alterations and other related needs.

Evaluation:

On August 12, 2022, City Council approved an agreement with FX Tactical, LLC, and Skaggs Companies, Inc., for police uniforms, with a one-year term and options for up to four one-year extensions. The contractors have agreed to extend the agreement for a second renewal period, covering the term of September 1, 2024, through August 31, 2025. This amendment reflects a 3% increase from Skaggs and a 0.5% increase from FX Tactical compared to the original 2022 agreement.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2030.5313.0.0.0	General Fund	N/A	$350,000	N

Attachments

4510 Amendment 3 - FX Tactical

4510 Amendment 3 - Skaggs

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City Clerk Document No. _____

City Council Meeting Date:_____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
POLICE UNIFORMS
CITY OF CHANDLER AGREEMENT NO. PD3-200-4510

THIS AMENDMENT NO. 3 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and FX Tactical, LLC., an Arizona Limited Liability 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 police uniforms (Agreement); and

WHEREAS, the term of the Agreement was September 1, 2022 through August 31, 2023, with the option of up to four (4) one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for police uniforms in an amount not to exceed $350,000 for the extension term; and

WHEREAS, the Parties wish to exercise the second 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 September 1, 2024 through August 31, 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

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during the term of this Amendment No. 3 will not exceed $ 350,000.

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

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

FOR THE CITY	**FOR THE CONTRACTOR**
By: _____	By: _____
Its: Mayor	Its: GENERAL MANAGER

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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REVISED EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

Item No.	Item Description	Unit Price
	Shirts	
1.	Unisex Flextech Base Layer Turtleneck, Elbeco, K8014, Black	$28.99
2.	Men's & Women's Ufx Long Sleeve Tactical Polo, Elbeco, Various Colors	$38.99
3.	Men's & Women's Ufx Short Sleeve Tactical Polo, Elbeco, Various Colors	$35.99
4.	Men's & Women's Deluxe Tactical Long Sleeve Shirt, Flyingcross, 48W39/204W39, Dark Navy Blue	$61.99
5.	Men's & Women's Deluxe Tactical Short Sleeve Shirt, Flyingcross, 98R39/254R39, Dark Navy Blue	$54.49
6.	Men's & Women's Deluxe Tropical Long Sleeve Shirt, Flyingcross, #F1 45W66/102W66, Med. Blue	$51.49
7.	Men's & Women's Deluxe Tropical Short Sleeve Shirt, Flyingcross, #95R66/152R66, Med. Blue	$47.49
8.	Men's & Women's FX Stat Class A Long Sleeve Shirt, Flyingcross, F1 FX7020/FX7020W, LAPD Navy/Black	$44.99
9.	Men's & Women's FX Stat Class A Short Sleeve Shirt, Flyingcross, F1 FX7100/FX7100W, LAPD Navy/Black	$44.99
10.	Men's & Women's Stryke PDU Class A Shirt, 5.11,72546, Navy/Black	$63.99
11.	Men's & Women's Stryke PDU Class B Shirt, 5.11,72547, Navy/Black	$70.99
12.	Men's & Women's Performance Short Sleeve Polo, 5.11, #71049/61165, Various Colors	$36.00
13.	Men's & Women's Performance Long Sleeve Polo, 5.11, #72049/62408, Various Colors	$39.00
14.	Men's TDU Rapid Assault Shirt, 5.11, 72185, MultiCam	$63.99

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15.	Men’s Tactical Rapid Assault Shirt, 5.11, #72194, Various Colors	$51.00
16.	Men’s & Women’s Taclite TDU Short Sleeve Shirt, 5.11, #71339/61025, Various Colors	$45.99
17.	Men's & Women's XTU Rapid Long Sleeve Shirt, 5.11, #72508, Various Colors reg sizes	$105.00
17a	Men's & Women's XTU Rapid Long Sleeve Shirt, 5.11, #72508**T**, Various Colors Tall Sizes M/T-3XL/T	$123.99
17b	Men's & Women's XTU Rapid Long Sleeve Shirt, 5.11, #72508**L**, Various Colors Long 3XL/L - 4XL/L	$123.99
18.	Men's & Women's Long Sleeve Poly Supershirt, Blauer, #8670/8670W, Grey, Silver Tan	$53.99
19.	Men's & Women's Short Sleeve Poly Supershirt, Blauer, #8675/8675W, Grey, Silver Tan	$53.99
20.	Men's & Women's FLEXRS Short Sleeve Armor Skin Base Shirt, Blauer, 8362/8362W, Various Colors	$49.99
21.	Men’s' & Women's FLEXRS Long Sleeve Armor Skin Base Shirt, Blauer, 8361/8361W, Various Colors	$53.99
22.	Men's & Women's ArmorSkin Wool Long Sleeve Base Shirt, Blauer, #8471/8471W, D. Navy, Black, Silver Tan	$57.99
23.	Men's & Women's ArmorSkin Wool Short Sleeve Base Shirt, Blauer, #8472/8472W, D. Navy, Black, Silver Tan	$49.99
24.	Men's & Women's ArmorSkin Poly Long Sleeve Base Shirt, Blauer, #8371/8371W, Grey	$48.99
25.	Men's & Women's ArmorSkin Poly Short Sleeve Base Shirt, Blauer, #8372/8372W, Grey	$40.99
26.	Sanmar ST550 Posicharge Sport-Tek Various sizes & colors	$9.99
27.	Sanmar ST640 Men’s Sport Tek Polo, Various sizes & colors	$10.99
28.	Sanmar K500 Men’s Polo, Various sizes and colors	$13.99

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29.	Sanmar ST590 Sport Tek Posicharge Polo, Various sizes & colors	$14.99
30.	Sanmar ST660 Sport Tek HTHR Contender Polo, Various sizes & colors	$13.99
31.	Sanmar ST650 Sport Tek Men's Polo, Various sizes & colors	$16.99
32.	Sanmar L500 Silk Touch Sport Polo, Various sizes & colors	$13.99
33.	Sanmar L510 Ladies Stain Resistant Polo, Various sizes & colors	$14.99
34.	Sanmar LK110 Dry Zone UV MicroMesh Polo, Various sizes & colors	$12.99
35.	Sanmar K100LS Port Authority L/S Polo, Various sizes & colors	$14.99
36.	Sanmar ST657 Men's Micropique Polo, Various sizes & colors	$19.99
37.	Sanmar L500LS, Silk Touch Sport Polo L/S, Various sizes & colors	$18.99
	Pants	
38.	Men's & Women's Command Gabardine Pants, Flyingcross, #3900/3900W, Various Colors	$36.99
39.	Men's & Women's Deluxe Tactical 4-Pocket Pant, FlyingCross, #39400/39400W, Various Colors	$55.99
40.	Men's & Women's Deluxe Tactical 6-Pocket Pant, (Hidden) FlyingCross, #F1 37400/F1 37400W, Various Colors	$70.49
41.	Men's & Women's Cross FX 6-Pocket Police Uniform Pant, (Hidden) Flyingcross, #FX57400/FX5700W, Various Colors	-
42.	Men's' & Women's FX Stat Class A 4 Pocket Pant, FlyingCross, F1 FX77200/FX77200W, Navy/Black	$45.99
43.	Men's' & Women's FX Stat Class A 6 Pocket Pant, FlyingCross, F1 FX77400/FX77400W, Navy/Black	$45.99
44.	Men's & Women's Flexors Covert Tactical Pant, Blauer, #8666/8666W	$69.99

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45.	Men's Stryke TDU MultiCam Pant 5.11, #74483	$120.00
46.	Men's & Women's Stryke Pant, 5.11, #74369/64386, Various Colors	$62.99
47.	Men's & Women's Stryke PDU Pant, 5.11, #74545, Various Colors	$63.00
48.	Men's & Women's TDU Pant 5.11, #74003/64359, Various Colors	$56.99
49.	Men's & Women's XTU Pant, 5.11, #74554, Various Colors	$150.00
50.	Men's & Women's BDU Trouser Zipper Fly, Propper, F5205/F5272, Navy Blue	$28.99
	Jackets	
51.	5- in- 1 All Weather Jacket, 2.0 5.11, Black 48360	$202.99
52.	Response Jacket, w/ patches, 5.11, #48016, Black/D. Navy	$60.00
53.	Chameleon Softshell Jacket, w/patches, 2.0 5.11, Black/D. Navy (Civilian Only) 48373	$105.00
54.	Public Safety Fleece/Liner Jacket, Spiewak, #S327, Black/D. Navy, Various Sizes	$119.00
55.	Softshell Jacket/Liner, Spiewak, #S318Z, Black/D. Navy, Various Sizes	$104.99
56.	Weathertech Systems Deluxe Duty Jacket, Spiewak, #S3818, Black/D. Navy, Various Sizes	$184.99
	Dress Uniforms	
57.	First Responder 4 Button Dress Coat, Custom Marlow White, 69-200, Midnight Blue, Elastique, Various Sizes	$348.00
58.	First Responder Dress Uniform Trousers, w/stripe Marlow White, 69-500, Midnight Blue, Elastique, Various Sizes	$118.95
59.	Premier Shoulder Cord, Royal Blue/Silver braid (Honor Guard Only)	$16.00

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	Hats	
60.	Round Style Service Cap, Silver/Gold wo Bullion Scrambled Eggs Marlow White, 65-1XX, Midnight Blue, Elastique, Various Sizes	$62.23
61.	Round Top Solid Cap, w/ ventilated mesh braid, Black Shiny Visor, Silver/Gold front strap with matching P buttons/or felt visor w/ scrambled eggs. Keyston, R13	$58.99
62.	Military-Airforce 09 Catalogue Hat, Black Mesh, 2in Black High Gloss Visor/Army Permagold Oak Leaf, with P Buttons in Silver/Gold, With Permagold/Permasilver Front Straps, Midnight Navy, Bayly	$69.99
63.	Straw Campaign Hat, W/3 Piece Leather Strap, Silver/Gold Cords, Stratton, #S40B, Black	$109.99
64.	Straw Campaign Hat Cord, Stratton, #CD-BK, Black, Gold, Silver	$13.99
65.	Brushed Twill Baseball Cap, Custom Embroidered, FlexFit, #6377, Black, Various Sizes	$17.99
66.	Cool & Dry Mini Pique Baseball Cap, Custom Embroidered, FlexFit, #110P, Black, Various Sizes	$17.99
67.	FlexFit NU Baseball Cap, Custom Embroidered, FlexFit, #6100NU, Black & D. Navy, Various Sizes	$17.99
	Footwear	
68.	Men's Leather Motor Boots with Tie Adjust Dehner, #9999, Black	$725.00
74.	Men's/Women's High Gloss Duty Oxford Bates, E22141/E22741, Black	$63.99
	Gloves/Knee & Elbow Pads/Balaclava's	
70.	Nomex lightweight Hood, Damascus, NH50L-B, Black	$17.50
71.	Nomex Heavyweight Hood, Damascus, NH100H-B, Black	$33.00
72.	Nomex Heavyweight Hood w/no Middle Seam & Drop-Face Chin, Damascus, NH550H, Black **made to order**	$37.00

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73.	SI Lightweight Glove, **2.0** Oakley, Various Colors **900168**	$25.99
74.	Pro Ride Gloves, Oakley, FOS900371-02E, Blackout	-
75.	FriskMaster All-Leather, Cut Resistant Police Duty Glove, Hatch, FM2000, Black	$42.00
76.	Task Medium Police Duty Glove, Hatch, TSK324, Black	$23.99
77.	Tactical Pull-On Operator Glove with Kevlar, Hatch, KSG500, Black	$29.99
78.	Street Guard Cut-Resistant Tactical Police Duty Glove, Hatch, SGX11, Black	$33.99
79.	Dura-Thin Police Duty Glove, Hatch, SG20P, Black	$29.99
80.	Resister All-Leather, Cut-Resistant Police Duty Glove with Kevlar, Hatch, RFK300, Black	$34.50
81.	Vector Hard-Knuckle High Threat Level Gloves, Damascus, CRT50, Black	$44.99
82.	Legacy Lightweight Patrol Gloves, Damascus, ATX6 Black	$18.99
83.	Nitro Cut Resistant Gloves W/Digital Leather & Carbon Tek Fiber Knuckles, Damascus, DMZ33, Black	$39.99
84.	Interceptor X Med. Weight Duty Gloves, Damascus, MX30-B, Black	$21.99
85.	Specops Cut Resistant Gloves w/Hard Knuckles, Damascus, DSO150H-B *Made to order*	$43.99
86.	XTAK Elbow Pads, Hatch, XTAK450, Various Colors	$19.99
87.	Imperial Hard-Shell Cap Elbow Pads, Damascus, #DKP, Various Colors	$20.99
88.	Imperial Hard-Shell Cap Elbow Pads, Damascus, #DEP, Various Colors	$14.99
89.	Imperial Neoprene Knee & Elbow Pads w/Reinforced Caps,	$23.99

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	Damascus, #DNKP, Various Colors	
89a	Imperial Neoprene Knee & Elbow Pads w/Reinforced Caps, Damascus, #DNEP, Various Colors	$17.49
90.	XTAK Knee Pads, Hatch, XTAK400, Various Colors	$23.99
91.	Centurion Knee Pads, Hatch, #KP250, Various Colors	$27.99
92.	M-Pact 0.5mm Covert Tactical Impact Resistant Gloves, Mechanix, Covert, Various Sizes MX-MPSD-55-009	$39.99
	Misc.	
93.	VIZGUARD Long Reversible Duty Rain Jacket with “POLICE” screened on front and back,Spiewak, S309VR, Black/HV Yellow, various sizes, 48’	$133.99
94.	VIZGUARD Short Reversible Duty Rain Jacket with “POLICE” screened on front and back,Spiewak, S308VR, Black/HV Yellow, various sizes, 31’	$122.99
95.	Zip-Front Breakaway Safety Vest - Police Logo on Front/Back, Blauer, #343P, Hi-Vis Yellow, Various Sizes	$53.99
96.	Oralite Zip-Front Breakaway Safety Vest - Police Logo on Front/Back, Blauer, #343R-P, Hi-Vis Yellow, Various Sizes	$61.99
97.	Tie, Clip On Samuel Broome, #450XX, Various Lengths, Black	$7.99
98.	Tie Bar, 4009N/4009G, Herospride, Silver/Gold, 2X5/16"	$4.69
99.	Operator Belt, 1.75" 5.11, #59405, Various Colors	$38.00
100.	Trainer Belt 1.5", 5.11, #59409, Various Colors	$38.00
101.	Original Instructor Belt, 1.5", Wilderness, #53ST, Various colors	-
	Rank	
102.	Lt, Smooth, 2 Posts & Clutch Backs, Pairs, Gold Plating,	$5.49

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	Various Vendors and Sizes	
103.	2 Stars, Smooth, 2 Posts & Clutch Backs, Pairs, Gold Plating, Various Vendors and Sizes	$9.49
104.	3 Stars, Smooth, 2 Posts & Clutch Backs, Pairs, Gold Plating, Various Vendors and Sizes	$9.49
105.	4 Stars, Smooth, 2 Posts & Clutch Backs, Pairs, Gold Plating, Various Vendors and Sizes	$9.49
	Body Armor	
106.	Falcon Flex, Level II Body Armor, (Male/Female) Survival Armor, w/ 1 concealable carrier	-
107.	Falcon Flex, Level IIIA Body Armor, (Male/Female), Survival Armor, w/1 concealable carrier	-
108.	Plexus, Level II Body Armor, (Male/Female), Survival Armor, w/1 concealable carrier	-
109.	Plexus, Level IIIA Body Armor, (Male/Female), Survival Armor, w/1 concealable carrier	-
110.	Paladin, Level II Body Armor, (Male/Female), Survival Armor, w/1 concealable carrier	-
111.	Paladin, Level IIIA Body Armor, (Male/Female), Survival Armor, w/1 concealable carrier	-
112.	Phoenix 6, Level II Body Armor, (Male/Female),	-
113.	Phoenix 6, Level IIIA Body Armor, (Male/Female), Survival Armor, w/1 concealable carrier	-
114.	HeliX HX02, Level II Body Armor, (Male/Female), Gator Hawk, w/1 concealable carrier	-
115.	HeliX HX04, Level IIIA Body Armor, (Male/Female), Gator Hawk, w/1 concealable carrier	-

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116.	LiteX LX02-II, Level II Body Armor, (Male/Female), Gator Hawk, w/1 concealable carrier	-
117.	LiteX LX02-II, Level IIIA Body Armor, (Male/Female), Gator Hawk, w/1 concealable carrier	-
118.	Alpha Elite, Level II, (Male/Female) Point Blank, w/1 Hi Lite concealable carrier	$831.00
119.	Alpha Elite, Level IIIA, (Male/Female) Point Blank, w/1 Hi Lite concealable carrier	$965.00
120.	Alpha Elite, Black Level IIIA, (Male/Female) Point Blank, w/1 Hi Lite concealable carrier	$999.00
121.	Razor Gen2, Level II, (Male\Female), Armor Express, w/1 Revolution Carrier	-
122.	Razor Gen2, Level IIIA, (Male\Female), Armor Express, w/1 Revolution Carrier	-
123.	Razor Gen2, Female, Level IIIA, (Male\Female), Armor Express, w/1 Revolution Carrier	-
	Rifle Plates	-
124.	ARA 5x7 Shock Foam-Encapsulated IIIA ICW Rifle Plate, Armor Express	-
125.	ARA 5x7 Shock Foam-Encapsulated IIIA Stand Alone Rifle Plate, Armor Express	-
126.	ARA 7x10 Shock Foam-Encapsulated IIIA ICW Rifle Plate, Armor Express	-
127.	H-Shock 5x8 Concealable Rifle Plate, Armor Express	-
128.	H-Shock 7x9 Concealable Rifle Plate, Armor Express	-
129.	Omega ICW 5X8 Paraclete Rifle Plate, Point Blank	$272.00
130.	Omega ICW FM 6X8 Paraclete Rifle Plate, Point Blank	$315.00

Docusign Envelope ID: 0D1D49E5-511E-48FC-97C1-4515AC08FEB7

131.	L7/F7 SEMI-RIGID Stand-Alone Rifle Plate, Survival Armor	-
	Outer Carriers	
132.	BodyShield External Vest Carrier V4, Elbeco, V4114B, Various Colors	$95.99
133.	Aeroshell Hybrid Outer Carrier, FlyingCross, F1 FC2000V, Various Colors	$76.99
134.	Armorskin Outer Carrier, Blauer, #8470, Various Colors	$107.99
135.	Armorskin Outer Carrier, Blauer, #8370XP, Various Colors	$94.99
136.	Class A Carrier, Custom Made (Lab Only) Survival Armor, Dark Navy	-
137.	Raid Molle Carrier, Custom (K9 Only), Survival Armor, Dark Navy/Black, with pockets.	-

	Amendment 1 added apparel	
A1.	5.11 Apex Pant 64446 or 74434, Various colors	$67.50
A2.	5.11 Helios Polo **Short** Sleeve 61305 or 41192, Various colors	$36.99
A3.	5.11 Helios Polo **Long** Sleeve, Various colors	$39.99
A4.	First Tactical Performance Polo Style 112509 **Short** sleeve, Various colors	$37.99
A5.	First Tactical Performance Polo Style 112509 **Long** sleeve, Various colors	$39.99
A6.	J317 PortAuthority Core Soft Shell Jacket, Various colors	$36.99
A7.	L317 PortAuthority Core Soft Shell Jacket – Ladies, Various colors	$29.99
A8.	J851 PortAuthority Packable Puffy Vest, Various colors	$37.99

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A9.	L851 PortAuthority Packable Puffy Vest – Ladies, Various colors	$37.99
A10.	SW286 Port Authority Sweater Vest, Various colors	$25.99
A11.	SW290 Port Authority 1/2-Zip Sweater, Various colors	$41.99
A12.	K807 Port Authority Interlock 1/4-Zip, Various colors	$23.99
A13.	L807 Port Authority Ladies Interlock Cardigan, Various colors	$22.99
A14.	L5430 Port Authority Ladies Concept Open Cardigan, Various colors	$11.49
A15.	MM3023 Mercer+Mettle Women's Open Front Cardigan Sweater, Various colors	$36.99
A16.	MM3020 Mercer+Mettle 1/4-Zip Sweater, Various colors	$33.99
A17.	BB18400 Brooks Brothers Cotton Stretch V-Neck Sweater, Various colors	$51.99
A18.	BB18402 Brooks Brothers Cotton Stretch 1/4-Zip Sweater, Various colors	$57.99
A19.	BB18403 Brooks Brothers Women's Cotton Stretch Long Cardigan Sweater, Various colors	$57.99
A20.	BB18405 Brooks Brothers Women's Cotton Stretch Cardigan Sweater, Various colors	$51.99
A21.	L515 Port Authority Ladies Modern Stretch Cotton Cardigan, Various colors	$19.99
A22.	LSW289 Port Authority Ladies Open Front Cardigan Sweater, Various colors	$37.99
A23.	SW285 Port Authority V-Neck Sweater, Various colors	$29.99
A24.	LSW287 Port Authority Ladies Cardigan Sweater, Various colors	$30.99
A25.	L545 Port Authority Ladies Concept Cardigan, Various colors	$22.99

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A26.	LM1008 Port Authority Ladies Concept Stretch Button-Front Cardigan, Various colors	$19.99
A27.	L543 Port Authority Ladies Concept Shrug, Various colors	$26.99
A28.	LSW416 Port Authority Ladies Marled Cocoon Sweater, Various colors	$36.99
A29.	LSW415 Port Authority Ladies Marled Cardigan Sweater, Various colors	$36.99
A30.	LK5434 Port Authority Ladies Concept Long Pocket Cardigan , Various colors	$26.99
A31.	Outer carrier – MAVERICK-FX MOD22; PB-MAVERICK-1.5-22	$320.00
A32.	Outer carrier – MAVERICK-FX W/ KWIQ-CLIP MOD 2; PB-MAVERICK-1.5-23	$385.00
A33.	Outer carrier – MAVERICK-FX LASER MOD 26; PB-MAVERICK-1.5-26	$354.00
A34.	Outer carrier – MAVERICK-FX LASER W/KWIQ-CLIP MOD 27; PB-MAVERICK-1.5-27	$.415.00

	Amendment 3 added apparel	
A1.	Flying Cross Mock Turtleneck 52600, various colors	$31.00
A2.	Men's BDU 2.0 Pant F59196F series, various colors	$32.00
A3.	Ballistic Safety Goggles- Wiley X Spear Black with Lense kit. SKU: SP293B	$112.00
A4.	5.11 Sigurd V.XI L/S Model #42197 or S/S Model 41288 Shirt in Storm Grey 092 or Black 019	$52.00
A5.	5.11 Sigurd V.XI **S/S** Model 41288 Shirt in Storm Grey 092 or Black 019	$48.00
A6.	Omega ICW 8X10 Paraclete Rifle Plate, Point Blank	$417.00

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1 City approved alterations include (City shall pay):

Pant waist alteration	$12.00
Shirt taper	$10.00
Strip Pant (Motor/Honor Guard)	$15.00
Stripe Coat	$15.00
Embroidery Name (Right Breast)	$6.00
Embroidery Specific Logo (Left Breast)	$9.00
Nametape W/Velcro 1x4 or 2x4	$8.00
Nametape W/O Velcro 1x4 or 2x4	$6.00
Back Patches W/Velcro 4x11	$17.00
Back Patches W/O Velcro 4x11	$12.00
Back Patches embroidered with Velcro 4X11	$20.00
Back Patches embroidered with Velcro 2X11	$15.00
Add a Breast Pocket	$12.00
P Buttons (Gold/Silver)	$4.00
Make Motor Breeches	$120.00
Add Velcro for Patches	$3.00
Add Velcro for Larger Patches	$7.00
Heat Press (Jump Stitch Embroidery)	$6.00 each placement
Silk Screen at the factory	$6.00 each placement
Shorten Tails	$10.00
Pant Taper	$10.00
Shorten Sleeves	$10.00
Sleeve Taper	$10.00
carrier alterations or custom alterations	$10.00 per ½ hr.

Note: Any fees not specifically listed will not be paid by the City.

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City Clerk Document No. _____

City Council Meeting Date:_____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
POLICE UNIFORMS
CITY OF CHANDLER AGREEMENT NO. PD3-200-4510

THIS AMENDMENT NO. 3 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Skaggs Companies, Inc., a Utah 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 police uniforms (Agreement); and

WHEREAS, the term of the Agreement was September 1, 2022 through August 31, 2023, with the option of up to four (4) one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for police uniforms in an amount not to exceed $350,000 for the extension term; and

WHEREAS, the Parties wish to exercise the second 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 September 1, 2024 through August 31, 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

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during the term of this Amendment No. 3 will not exceed $ 350,000.

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

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: _____

Its: Account Manager

APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

By: _____

City Clerk

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REVISED EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

Item No.	Item Description	Unit Price
	Shirts	
1.	Unisex Flextech Base Layer Turtleneck, Elbeco, K8014, Black	-
2.	Men's & Women's Ufx Long Sleeve Tactical Polo, Elbeco, Various Colors	$41.00
3.	Men's & Women's Ufx Short Sleeve Tactical Polo, Elbeco, Various Colors	$37.00
4.	Men's & Women's Deluxe Tactical Long Sleeve Shirt, Flyingcross, 48W39/204W39, Dark Navy Blue	$88.90
5.	Men's & Women's Deluxe Tactical Short Sleeve Shirt, Flyingcross, 98R39/254R39, Dark Navy Blue	$78.20
6.	Men's & Women's Deluxe Tropical Long Sleeve Shirt, Flyingcross, #F1 45W66/102W66, Med. Blue	$75.00
7.	Men's & Women's Deluxe Tropical Short Sleeve Shirt, Flyingcross, #95R66/152R66, Med. Blue	$67.50
8.	Men's & Women's FX Stat Class A Long Sleeve Shirt, Flyingcross, F1 FX7020/FX7020W, LAPD Navy/Black	$64.90
9.	Men's & Women's FX Stat Class A Short Sleeve Shirt, Flyingcross, F1 FX7100/FX7100W, LAPD Navy/Black	$63.00
10.	Men's & Women's Stryke PDU Class A Shirt, 5.11,72546, Navy/Black	$64.45
11.	Men's & Women's Stryke PDU Class B Shirt, 5.11,72547, Navy/Black	$71.00
12.	Men's & Women's Performance Short Sleeve Polo, 5.11, #71049/61165, Various Colors	$35.89
13.	Men's & Women's Performance Long Sleeve Polo, 5.11, #72049/62408, Various Colors	$38.75
14.	Men's TDU Rapid Assault Shirt, 5.11, 72185, MultiCam	$63.80

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15.	Men’s Tactical Rapid Assault Shirt, 5.11, #72194, Various Colors	$51.25
16.	Men’s & Women’s Taclite TDU Short Sleeve Shirt, 5.11, #71339/61025, Various Colors	$45.25
17.	Men's & Women's XTU Rapid Long Sleeve Shirt, 5.11, #72508, Various Colors reg sizes	$126.50
18.	Men's & Women's Long Sleeve Poly Supershirt, Blauer, #8670/8670W, Grey, Silver Tan	$65.40
19.	Men's & Women's Short Sleeve Poly Supershirt, Blauer, #8675/8675W, Grey, Silver Tan	$61.65
20.	Men's & Women's FLEXRS Short Sleeve Armor Skin Base Shirt, Blauer, 8362/8362W, Various Colors	$53.10
21.	Men’s' & Women's FLEXRS Long Sleeve Armor Skin Base Shirt, Blauer, 8361/8361W, Various Colors	$59.50
22.	Men's & Women's ArmorSkin Wool Long Sleeve Base Shirt, Blauer, #8471/8471W, D. Navy, Black, Silver Tan	$64.00
23.	Men's & Women's ArmorSkin Wool Short Sleeve Base Shirt, Blauer, #8472/8472W, D. Navy, Black, Silver Tan	$55.00
24.	Men's & Women's ArmorSkin Poly Long Sleeve Base Shirt, Blauer, #8371/8371W, Grey	$50.45
25.	Men's & Women's ArmorSkin Poly Short Sleeve Base Shirt, Blauer, #8372/8372W, Grey	$45.25
26.	Sanmar ST550 Posicharge Sport-Tek Various sizes & colors	$9.30
27.	Sanmar ST640 Men’s Sport Tek Polo, Various sizes & colors	$11.50
28.	Sanmar K500 Men’s Polo, Various sizes and colors	$12.85
29.	Sanmar ST590 Sport Tek Posicharge Polo, Various sizes & colors	$13.75
30.	Sanmar ST660 Sport Tek HTHR Contender Polo, Various sizes & colors	$12.80

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31.	Sanmar ST650 Sport Tek Men's Polo, Various sizes & colors	$16.50
32.	Sanmar L500 Silk Touch Sport Polo, Various sizes & colors	$12.85
33.	Sanmar L510 Ladies Stain Resistant Polo, Various sizes & colors	$15.00
34.	Sanmar LK110 Dry Zone UV MicroMesh Polo, Various sizes & colors	$12.15
35.	Sanmar K100LS Port Authority L/S Polo, Various sizes & colors	$13.60
36.	Sanmar ST657 Men's Micropique Polo, Various sizes & colors	$19.30
37.	Sanmar L500LS, Silk Touch Sport Polo L/S, Various sizes & colors	$19.30
	Pants	
38.	Men's & Women's Command Gabardine Pants, Flyingcross, #3900/3900W, Various Colors	$53.30
39.	Men's & Women's Deluxe Tactical 4-Pocket Pant, FlyingCross, #39400/39400W, Various Colors	$78.40
40.	Men's & Women's Deluxe Tactical 6-Pocket Pant, (Hidden) FlyingCross, #F1 37400/F1 37400W, Various Colors	$100.50
41.	Men's & Women's Cross FX 6-Pocket Police Uniform Pant, (Hidden) Flyingcross, #FX57400/FX5700W, Various Colors	$51.10
42.	Men's' & Women's FX Stat Class A 4 Pocket Pant, FlyingCross, F1 FX77200/FX77200W, Navy/Black	$63.00
43.	Men's' & Women's FX Stat Class A 6 Pocket Pant, FlyingCross, F1 FX77400/FX77400W, Navy/Black	$67.10
44.	Men's & Women's Flexors Covert Tactical Pant, Blauer, #8666/8666W	$74.80
45.	Men's Stryke TDU MultiCam Pant 5.11, #74483	$120.00
46.	Men's & Women's Stryke Pant, 5.11, #74369/64386, Various Colors	$63.25

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47.	Men's & Women's Stryke PDU Pant, 5.11, #74545, Various Colors	$63.70
48.	Men's & Women's TDU Pant 5.11, #74003/64359, Various Colors	$56.40
49.	Men's & Women's XTU Pant, 5.11, #74554, Various Colors	$171.00
50.	Men's & Women's BDU Trouser Zipper Fly, Propper, F5205/F5272, Navy Blue	$28.00
	Jackets	
51.	5- in- 1 All Weather Jacket, 2.0 5.11, Black 48360	$205.60
52.	Response Jacket, w/ patches, 5.11, #48016, Black/D. Navy	$61.50
53.	Chameleon Softshell Jacket, w/patches, 2.0 5.11, Black/D. Navy (Civilian Only) 48373	$108.05
54.	Public Safety Fleece/Liner Jacket, Spiewak, #S327, Black/D. Navy, Various Sizes	$105.00
55.	Softshell Jacket/Liner, Spiewak, #S318Z, Black/D. Navy, Various Sizes	$107.50
56.	Weathertech Systems Deluxe Duty Jacket, Spiewak, #S3818, Black/D. Navy, Various Sizes	$195.00
	Dress Uniforms	
57.	First Responder 4 Button Dress Coat, Custom Marlow White, 69-200, Midnight Blue, Elastique, Various Sizes	-
58.	First Responder Dress Uniform Trousers, w/stripe Marlow White, 69-500, Midnight Blue, Elastique, Various Sizes	-
59.	Premier Shoulder Cord, Royal Blue/Silver braid (Honor Guard Only)	-
	Hats	
60.	Round Style Service Cap, Silver/Gold wo Bullion Scrambled Eggs Marlow White, 65-1XX, Midnight Blue, Elastique, Various Sizes	-

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61.	Round Top Solid Cap, w/ ventilated mesh braid, Black Shiny Visor, Silver/Gold front strap with matching P buttons/or felt visor w/ scrambled eggs. Keyston, R13	$68.50
62.	Military-Airforce 09 Catalogue Hat, Black Mesh, 2in Black High Gloss Visor/Army Permagold Oak Leaf, with P Buttons in Silver/Gold, With Permagold/Permasilver Front Straps, Midnight Navy, Bayly	-
63.	Straw Campaign Hat, W/3 Piece Leather Strap, Silver/Gold Cords, Stratton, #S40B, Black	$86.45
64.	Straw Campaign Hat Cord, Stratton, #CD-BK, Black, Gold, Silver	$11.00
65.	Brushed Twill Baseball Cap, Custom Embroidered, FlexFit, #6377, Black, Various Sizes	$18.45
66.	Cool & Dry Mini Pique Baseball Cap, Custom Embroidered, FlexFit, #110P, Black, Various Sizes	$18.25
67.	FlexFit NU Baseball Cap, Custom Embroidered, FlexFit, #6100NU, Black & D. Navy, Various Sizes	$18.25
	Footwear	
68.	Men's Leather Motor Boots with Tie Adjust, Black - All American (Dehner no longer available)	Stock sizing $858.00
74.	Men's/Women's High Gloss Duty Oxford Bates, E22141/E22741, Black	$64.00
	Gloves/Knee & Elbow Pads/Balaclava's	
70.	Nomex lightweight Hood, Damascus, NH50L-B, Black	$27.40
71.	Nomex Heavyweight Hood, Damascus, NH100H-B, Black	$50.00
72.	Nomex Heavyweight Hood w/no Middle Seam & Drop-Face Chin, Damascus, NH550H, Black **NH100H**	$32.20
73.	SI Lightweight Glove, **2.0** Oakley, Various Colors **900168**	$26.00
74.	Pro Ride Gloves, Oakley, FOS900371-02E, Blackout	-

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75.	FriskMaster All-Leather, Cut Resistant Police Duty Glove, Hatch, FM2000, Black	$37.15
76.	Task Medium Police Duty Glove, Hatch, TSK324, Black	$20.75
77.	Tactical Pull-On Operator Glove with Kevlar, Hatch, KSG500, Black	$33.75
78.	Street Guard Cut-Resistant Tactical Police Duty Glove, Hatch, SGX11, Black	$48.75
79.	Dura-Thin Police Duty Glove, Hatch, SG20P, Black	$25.00
80.	Resister All-Leather, Cut-Resistant Police Duty Glove with Kevlar, Hatch, RFK300, Black	$30.00
81.	Vector Hard-Knuckle High Threat Level Gloves, Damascus, CRT50, Black	$44.50
82.	Legacy Lightweight Patrol Gloves, Damascus, ATX6 Black	$19.50
83.	Nitro Cut Resistant Gloves W/Digital Leather & Carbon Tek Fiber Knuckles, Damascus, DMZ33, Black	$42.85
84.	Interceptor X Med. Weight Duty Gloves, Damascus, MX30-B, Black	$22.85
85.	Specops Cut Resistant Gloves w/Hard Knuckles, Damascus, DSO150H-B Special Order	$40.00 ----------
86.	XTAK Elbow Pads, Hatch, XTAK450, Various Colors	$19.50
87.	Imperial Hard-Shell Cap Elbow Pads, Damascus, #DKP, Various Colors	$24.30
88.	Imperial Hard-Shell Cap Elbow Pads, Damascus, #DEP, Various Colors	$17.50
89.	Imperial Neoprene Knee & Elbow Pads w/Reinforced Caps, Damascus, #DNKP, Various Colors	$39.88
90.	XTAK Knee Pads, Hatch, XTAK400, Various Colors	$20.75

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91.	Centurion Knee Pads, Hatch, #KP250, Various Colors	$24.30
92.	M-Pact 0.5mm Covert Tactical Impact Resistant Gloves, Mechanix, Covert, Various Sizes **MPT-72-color**	$34.05
	Misc.	
93.	VIZGUARD Long Reversible Duty Rain Jacket with “POLICE” screened on front and back,Spiewak, S309VR, Black/HV Yellow, various sizes, 48’	$145.75
94.	VIZGUARD Short Reversible Duty Rain Jacket with “POLICE” screened on front and back,Spiewak, S308VR, Black/HV Yellow, various sizes, 31’	$134.20
95.	Zip-Front Breakaway Safety Vest - Police Logo on Front/Back, Blauer, #343P, Hi-Vis Yellow, Various Sizes	$59.40
96.	Oralite Zip-Front Breakaway Safety Vest - Police Logo on Front/Back, Blauer, #343R-P, Hi-Vis Yellow, Various Sizes	$68.50
97.	Tie, Clip On Samuel Broome, #450XX, Various Lengths, Black	$7.10
98.	Tie Bar, 4009N/4009G, Herospride, Silver/Gold, 2X5/16"	$4.55
99.	Operator Belt, 1.75" 5.11, #59405, Various Colors	$37.00
100.	Trainer Belt 1.5", 5.11, #59409, Various Colors	$37.00
101.	Original Instructor Belt, 1.5", Wilderness, #53ST, Various colors	$46.00
	Rank	
102.	Lt, Smooth, 2 Posts & Clutch Backs, Pairs, Gold Plating, Various Vendors and Sizes	$7.00
103.	2 Stars, Smooth, 2 Posts & Clutch Backs, Pairs, Gold Plating, Various Vendors and Sizes	$12.00
104.	3 Stars, Smooth, 2 Posts & Clutch Backs, Pairs, Gold Plating, Various Vendors and Sizes	$11.25

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105.	4 Stars, Smooth, 2 Posts & Clutch Backs, Pairs, Gold Plating, Various Vendors and Sizes	$12.00
	Body Armor	
106.	Falcon Flex, Level II Body Armor, (Male/Female) Survival Armor, w/ 1 concealable carrier	$806.66
107.	Falcon Flex, Level IIIA Body Armor, (Male/Female), Survival Armor, w/1 concealable carrier	$918.66
108.	Plexus, Level II Body Armor, (Male/Female), Survival Armor, w/1 concealable carrier	$705.33
109.	Plexus, Level IIIA Body Armor, (Male/Female), Survival Armor, w/1 concealable carrier	$848.00
110.	Paladin, Level II Body Armor, (Male/Female), Survival Armor, w/1 concealable carrier	$848.00
111.	Paladin, Level IIIA Body Armor, (Male/Female), Survival Armor, w/1 concealable carrier	$1,058.66
112.	Phoenix 6, Level II Body Armor, (Male/Female),	$594.66
113.	Phoenix 6, Level IIIA Body Armor, (Male/Female), Survival Armor, w/1 concealable carrier	$713.33
114.	HeliX HX02, Level II Body Armor, (Male/Female), Gator Hawk, w/1 concealable carrier	$734.75
115.	HeliX HX04, Level IIIA Body Armor, (Male/Female), Gator Hawk, w/1 concealable carrier	$887.50
116.	LiteX LX02-II, Level II Body Armor, (Male/Female), Gator Hawk, w/1 concealable carrier	$625.00
117.	LiteX LX02-II, Level IIlA Body Armor, (Male/Female), Gator Hawk, w/1 concealable carrier	$735.00
118.	Alpha Elite, Level II, (Male/Female) Point Blank, w/1 Hi Lite concealable carrier	$991.00

Docusign Envelope ID: 7D233120-1AA0-4CD8-A284-11C219C8C6D5

119.	Alpha Elite, Level IIIA, (Male/Female) Point Blank, w/1 Hi Lite concealable carrier	$1,139.00
120.	Alpha Elite, Black Level IIIA, (Male/Female) Point Blank, w/1 Hi Lite concealable carrier	$1,195.65
121.	Razor Gen2, Level II, (Male\Female), Armor Express, w/1 Revolution Carrier	$899.00
122.	Razor Gen2, Level IIIA, (Male\Female), Armor Express, w/1 Revolution Carrier	$1,190.62
123.	Razor Gen2, Female, Level IIIA, (Male\Female), Armor Express, w/1 Revolution Carrier	$1,190.62
	Rifle Plates	
124.	ARA 5x7 Shock Foam-Encapsulated IIIA ICW Rifle Plate, Armor Express	$77.00
125.	ARA 5x7 Shock Foam-Encapsulated IIIA Stand Alone Rifle Plate, Armor Express	-
126.	ARA 7x10 Shock Foam-Encapsulated IIIA ICW Rifle Plate, Armor Express	$91.50
127.	H-Shock 5x8 Concealable Rifle Plate, Armor Express	$193.50
128.	~~H-Shock 7x9 Concealable Rifle Plate, Armor Express~~ Discontinued	~~$298.00~~
129.	Omega ICW 5X8 Paraclete Rifle Plate, Point Blank	$346.00
130.	Omega ICW FM 6X8 Paraclete Rifle Plate, Point Blank	$346.00
131.	L7/F7 SEMI-RIGID Stand-Alone Rifle Plate, Survival Armor 5x8 / 7x9 / 10x12	$93.35 $142.66 $198.66
	Outer Carriers	
132.	BodyShield External Vest Carrier V4, Elbeco, V4114B, Various Colors	$103.15

Docusign Envelope ID: 7D233120-1AA0-4CD8-A284-11C219C8C6D5

133.	Aeroshell Hybrid Outer Carrier, FlyingCross, F1 FC2000V, Various Colors	-
134.	Armorskin Outer Carrier, Blauer, #8470, Various Colors	$120.70
135.	Armorskin Outer Carrier, Blauer, #8370XP, Various Colors	$104.95
136.	Class A Carrier, Custom Made (Lab Only) Survival Armor, Dark Navy	$235.95
137.	Raid Molle Carrier, Custom (K9 Only), Survival Armor, Dark Navy/Black, with pockets.	$215.67

	Amendment 1 added apparel	
A1.	5.11 Apex Pant 64446 or 74434, Various colors	$62.50
A2.	5.11 Helios Polo **Short** Sleeve 61305 or 41192, Various colors	$34.72
A3.	5.11 Helios Polo **Long** Sleeve, Various colors 42022	$40.00
A4.	First Tactical Performance Polo Style 112509 **Short** sleeve, Various colors	$37.25
A5.	First Tactical Performance Polo Style 112509 **Long** sleeve, Various colors	$40.69
A6.	PortAuthority Core Soft Shell Jacket, Various colors	$37.15
A7.	L317 PortAuthority Core Soft Shell Jacket – Ladies, Various colors	$30.00
A8.	J851 PortAuthority Packable Puffy Vest, Various colors	$36.40
A9.	L851 PortAuthority Packable Puffy Vest – Ladies, Various colors	$39.00
A10.	SW286 Port Authority Sweater Vest, Various colors	$27.00
A11.	SW290 Port Authority 1/2-Zip Sweater, Various colors	$41.50

Docusign Envelope ID: 7D233120-1AA0-4CD8-A284-11C219C8C6D5

A12.	K807 Port Authority Interlock 1/4-Zip, Various colors	$24.40
A13.	L807 Port Authority Ladies Interlock Cardigan, Various colors	$23.65
A14.	L5430 Port Authority Ladies Concept Open Cardigan, Various colors	$26.50
A15.	MM3023 Mercer+Mettle Women's Open Front Cardigan Sweater, Various colors	$37.20
A16.	MM3020 Mercer+Mettle 1/4-Zip Sweater, Various colors	$34.35
A17.	BB18400 Brooks Brothers Cotton Stretch V-Neck Sweater, Various colors	$53.00
A18.	BB18402 Brooks Brothers Cotton Stretch 1/4-Zip Sweater, Various colors	$60.00
A19.	BB18403 Brooks Brothers Women's Cotton Stretch Long Cardigan Sweater, Various colors	$59.00
A20.	BB18405 Brooks Brothers Women's Cotton Stretch Cardigan Sweater, Various colors	$53.00
A21.	L515 Port Authority Ladies Modern Stretch Cotton Cardigan, Various colors	$20.40
A22.	LSW289 Port Authority Ladies Open Front Cardigan Sweater, Various colors	$38.40
A23.	SW285 Port Authority V-Neck Sweater, Various colors	$30.10
A24.	LSW287 Port Authority Ladies Cardigan Sweater, Various colors	$30.50
A25.	L545 Port Authority Ladies Concept Cardigan, Various colors	$23.65
A26.	LM1008 Port Authority Ladies Concept Stretch Button-Front Cardigan, Various colors	$20.70
A27.	L543 Port Authority Ladies Concept Shrug, Various colors	$27.25
A28.	LSW416 Port Authority Ladies Marled Cocoon Sweater, Various colors	$37.20

Docusign Envelope ID: 7D233120-1AA0-4CD8-A284-11C219C8C6D5

A29.	LSW415 Port Authority Ladies Marled Cardigan Sweater, Various colors	$37.20
A30.	LK5434 Port Authority Ladies Concept Long Pocket Cardigan , Various colors	$27.25

	Amendment 3 added apparel	
A1.	Flying Cross Mock Turtleneck 52600, various colors	$30.00
A2.	Men's BDU 2.0 Pant F59196F series, various colors	$31.00
A3.	Ballistic Safety Goggles- Wiley X Spear Black with Lense kit. SKU: SP293B	Not available
A4.	5.11 Sigurd V.XI L/S Model #42197 or S/S Model 41288 Shirt in Storm Grey 092 or Black 019	$52.75

1 City approved alterations include (City shall pay):

Pant waist alteration	$15.00
Shirt taper	$15.00
Strip Pant (Motor/Honor Guard)	$15.00
Stripe Coat	$15.00
Embroidery Name (Right Breast)	$7.00
Embroidery Specific Logo (Left Breast)	$10.00
Nametape W/Velcro 1x4 or 2x4	$8.00
Nametape W/O Velcro 1x4 or 2x4	$6.00
Back Patches W/Velcro 4x11	$17.00
Back Patches W/O Velcro 4x11	$12.00
Back Patches embroidered with Velcro 4X11	$20.00
Back Patches embroidered with Velcro 2X11	$15.00
Add a Breast Pocket	$12.00
P Buttons (Gold/Silver) (Buttons ONLY) to Add button to shirt	$4.0 $75.00/shirt
Make Motor Breeches	$120.00

Docusign Envelope ID: 7D233120-1AA0-4CD8-A284-11C219C8C6D5

Add Velcro for Patches	$4.00
Add Velcro for Larger Patches	$7.00
Heat Press (Jump Stitch Embroidery)	$8.00 each placement
Silk Screen at the factory	$8.00 each placement
Shorten Tails	$15.00
Pant Taper	$15.00
Shorten Sleeves	$15.00
Sleeve Taper	$15.00
Carrier alterations or custom alterations	$12.50 per ½ hour.

Note: Any fees not specifically listed will not be paid by the City.

CHANDLER arizona
Community of Innovation

City Council Memorandum Police Memo No. N/A

Date: September 12, 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 Cloud Conversion and Annual Support and Maintenance Services for the Police Records Management System (RMS) and Computer Aided Dispatch (CAD) System

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Proposed Motion:

Move City Council approve the purchase of computer aided dispatch (CAD) and records management system (RMS) annual support and maintenance services, from Versaterm Public Safety, Inc., for a period of three years, beginning August 1, 2024, through July 31, 2027, in an amount not to exceed $533,458 in the first year, and authorize a payment not to exceed $99,250 for the RMS cloud conversion.

Background/Discussion:

The City Council approved the purchase of the Versaterm integrated police records management, computer-aided dispatch, mobile data computing, and field reporting systems in March 2010. The Police Department requires ongoing maintenance and services for these products and their ancillary modules, which are only available through the vendor in the form of annual maintenance. The maintenance includes product upgrades, patches and fixes to correct issues, and interfaces with other systems.

Additionally, the Police Department plans to convert the RMS to a cloud-based platform this fiscal year, enabling further integration and data management. A one-time payment for this conversion is included in the overall cost.

Evaluation:

In March 2010, City Council approved the purchase of the Police records management system from Versaterm Public Safety, Inc. The purchase included system components for computer aided dispatch, mobile data computing, and field reporting, as well as a maintenance agreement renewed annually in subsequent years. The software is proprietary and annual maintenance and support of the software is available only from Versaterm Public Safety, Inc.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2065.5419.0.0.0	General Fund	N/A	$632,708.00	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Police Memo No. N/A

Date: September 12, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Bryan Chapman, Police Chief
From: Michelle Potts, Police Communications Technology Senior Manager
Subject: Purchase of 9-1-1 Call-Handling Equipment for the State of Arizona 9-1-1 System Conversion

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Proposed Motion:

Move City Council approve the purchase of 9-1-1 call-handling equipment, utilizing the State of Arizona Contract No. CTR055782, with AT&T Corp., in an amount not to exceed $1,327,644.57 for Fiscal Years 2024-2025 through 2029-2030, and authorize an appropriation transfer of $536,153 from the General Fund, Non-Departmental, Contingency Account to the General Fund, Police Department, Communications Division, Other Expense Account.

Background/Discussion:

In 2021, the Arizona Department of Administration (ADOA) State 9-1-1 Office conducted a competitive process and awarded AT&T the contract for Next Generation 9-1-1 Call Handling Equipment. The network and call handling equipment quotes provided by the vendors offered 9-1-1 services at a lower cost than the Maricopa Region was operating.

In 2023, Maricopa Association of Governments (MAG) commissioned a 9-1-1 Study Committee to evaluate 9-1-1 services in the Maricopa Region. The Study Committee was represented by various law enforcement and fire agencies throughout the Maricopa Region. City of Chandler representatives on the 9-1-1 Study Committee included City Manager Joshua Wright, Assistant Police Chief David Ramer, Police Communications Technology Senior Manager Michelle Potts (as Vice Chair of the MAG 9-1-1 Oversight Team), and Police Communications Senior Manager Stephanie Heinzelman (as Chair of the MAG Public Safety

Answering Point Managers Committee).

The 9-1-1 Study Committee contracted Federal Engineering as the consultant to review the options and make recommendations on regional 9-1-1 services. Among the (7) options provided by the consultant included upgrading the existing Maricopa Region 9-1-1 network, consolidation of 9-1-1 Emergency Communications Centers across agencies, and moving to the State's 9-1-1 Managed Services through AT&T. The final determination by MAG was to sunset the Maricopa Region 9-1-1 technical team and transition all Public Safety Answering Points (PSAPs) to contracted services through AT&T for Maricopa Region's 9-1-1 services.

The AT&T offering will continue to provide interoperability solutions between agencies, including the ability to answer 9-1-1 calls from another agency. Service level agreements were negotiated between the State 9-1-1 Office and the contracted vendors to ensure accountability on 9-1-1 services. The reduced cost provides the State 9-1-1 Office opportunities to evaluate the latest technology available for 9-1-1 Emergency Communications Centers and potentially provide additional funding.

Evaluation:

The State of Arizona competitively solicited and awarded contract CTR055782 for 9-1-1 call handling equipment to AT&T Corp. The State Contract is valid through June 20, 2026, with options to extend for an additional two years. The City has a current agreement with the State of Arizona allowing for the cooperative usage of the State's contracts.

Financial Implications:

The contracted amount will cover 60 months of service beginning in October 2024 and be fully reimbursed by the Arizona Department of Administration's (ADOA) State 9-1-1 Office. The breakdown by fiscal year is:
FY 2024-25, $536,152.55
FY 2025-26, $186,233.40
FY 2026-27, $186,233.40
FY 2027-28, $186,233.40
FY 2028-29, $186,233.40
FY 2029-30, $46,558.42

One-time decision packages with revenue offsets will be submitted starting in FY 2025-26 to provide sufficient appropriation for the Police Department to pay for the contracted services in advance of submitting the reimbursement request to the

ADOA State 9-1-1 Office.

The ADOA's State 9-1-1 Office reimbursement approval is limited in scope and will likely require additional funding from the City of Chandler. For example, the City is currently reviewing the technology required and cost to provide 9-1-1 access at the current backup and training center. The Emergency Communications Center also uses various multimedia communications tools and advanced mapping technology that will need to be integrated into the new operational workflows. These costs will not be reimbursed by the State 9-1-1 Office.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2060.5818.0.0.0	General Fund	N/A	$1,327,644.57	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Police Memo No. N/A

Date:	September 12, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Tadd Wille, Assistant City Manager Bryan Chapman, Police Chief
From:	Michelle Potts, Police Communications Technology Senior Manager
Subject:	Payment to Support the City of Chandler Radio System Infrastructure

Proposed Motion:

Move City Council approve the payment to the City of Phoenix, in an amount not to exceed $579,849, for the Fiscal Year 2024-25 participation in the Regional Wireless Cooperative (RWC), including operations and maintenance costs, the system upgrade agreement, and narrow banding.

Background/Discussion:

The City has participated in the RWC since October 2009. This regional radio network provides seamless, interoperable radio communications for multiple public safety and government agencies within the Phoenix metropolitan area.

This agenda item provides for payment of the annual operations and maintenance (O&M) fee for approximately 1,035 City of Chandler portable and vehicle radios used by Police, Fire and other departments. Payments to the City of Phoenix include $423,012.15 in annual O&M, an annual system upgrade assessment (SUAII) in the amount of $127,168.72 to provide software updates and ensure system compatibility, and $80,355.00 for logging recorder support.

Evaluation:

The City of Phoenix is the sole support for the regional wireless radio system. The operations and maintenance, system upgrades, and associated projects for the RWC are only available through the City of Phoenix.

Financial Implications:

The total amount owed for FY 2024-25 is $630,535.87. There is a FY 2022-23 settlement credit available from the RWC to offset these payments in the amount of $50,686.87. The remaining net payment is $579,849.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2060.5419.0.0.0	General Fund	N/A	$579,849.00	N

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** RE25-013

Date: September 12, 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: Stephen Shea, Real Estate Program Coordinator
Subject: Introduction of Ordinance No. 5106 Granting a Non-Exclusive Power Distribution Easement to Salt River Project Agricultural Improvement and Power District (SRP), at No Cost, for Electrical Facilities Relocation Required as Part of the Chandler Heights Road Improvement Project

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Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 5106 granting a non-exclusive power distribution easement to SRP, at no cost, for electrical facilities relocation required as part of the Chandler Heights Road Improvement Project.

Background:

The city is planning improvements to Chandler Heights Road from Gilbert Road to Val Vista Drive (the “Project”). In order to accommodate construction of the Project, SRP’s electrical facilities on the south of Chandler Heights Road, beginning approximately 350 feet west of 148th Street and extending to approximately 200 feet west of Val Vista Drive, must be relocated and converted to underground facilities. SRP requires a new power distribution easement (the "Easement") to replace their existing easement rights.

The Easement will be granted to SRP at no cost. Staff has reviewed and approved the Easement and legal description.

Attachments

Ordinance No. 5106
Exhibit A - Legal Description
Exhibit B - SRP Easement
Location Map

ORDINANCE NO. 5106

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, GRANTING A NON-EXCLUSIVE POWER DISTRIBUTION EASEMENT TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, AT NO COST, FOR ELECTRICAL FACILITIES RELOCATION REQUIRED AS PART OF THE CHANDLER HEIGHTS IMPROVEMENT PROJECT.

WHEREAS, the City of Chandler will be improving Chandler Heights Road from Gilbert Road to Val Vista Drive (the "Project"); and

WHEREAS, in order to accommodate the construction of the Project, Salt River Project Agricultural and Power District's ("SRP") electrical facilities on the south side of Chandler Heights Road beginning approximately 350 feet west of 148th Street to approximately 200 feet west of Val Vista Drive must be relocated and converted to underground facilities; and

WHEREAS, the City of Chandler is willing to grant a non-exclusive Power Distribution Easement (the "Easement") to SRP, at no cost, to replace the existing easement rights.

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

Section 1. That the City Council of the City of Chandler, Arizona, authorizes and approves the granting of the Easement to SRP, at no cost, in, upon, over, under, across, through, and along that certain property legally described and depicted in Exhibit "A" attached hereto and made a part hereof by this reference.

Section 2. That the granting of said Easement shall be substantially in the form approved by the City Attorney attached hereto as Exhibit "B."

Section 3. That the Mayor of the City of Chandler, Arizona, is hereby authorized to execute the easement and this Ordinance on behalf of the City.

Section 4. That the City Clerk shall cause the original or a certified copy of this Ordinance to be recorded in the Office of Maricopa County Recorder after the effective date of this Ordinance.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this _____ day of _____ 2024.

ATTEST:

_____ _____

CITY CLERK MAYOR

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona, this _____ day of _____, 2024.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5106 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2024, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM

_____
CITY ATTORNEY
DMG

Published in the Arizona Republic on:

EXHIBIT "A"
Legal Description

EXHIBIT "A"

SRP JOB NUMBER: T3129125 **DATE: 06/10/2024**
SRP JOB NAME: CUS UE BA CHANDLER HEIGHTS RD IMPROVE UG CONV
TTRRSS: 2S6E29

AN EASEMENT LOCATED IN THE NORTH HALF OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 29, BEING AN ALUMINUM CAP FLUSH, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 29, BEING A REBAR, BEARS NORTH 89 DEGREES 37 MINUTES 36 SECONDS EAST, A DISTANCE OF 2654.73 FEET (**BASIS OF BEARING**);

THENCE ALONG THE NORTH SOUTH MID-SECTION OF OF SAID SECTION 29, SOUTH 00 DEGREES 06 MINUTES 20 SECONDS EAST, A DISTANCE OF 47.00 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID MID-SECTION LINE, NORTH 89 DEGREES 37 MINUTES 36 SECONDS EAST, A DISTANCE OF 2164.56 FEET;

THENCE SOUTH 00 DEGREES 22 MINUTES 24 SECONDS EAST, A DISTANCE OF 4.50 FEET;

THENCE NORTH 89 DEGREES 37 MINUTES 36 SECONDS EAST, A DISTANCE OF 278.65 FEET;

THENCE SOUTH 00 DEGREES 22 MINUTES 24 SECONDS EAST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 89 DEGREES 37 MINUTES 36 SECONDS WEST, A DISTANCE OF 286.65 FEET;

THENCE NORTH 00 DEGREES 22 MINUTES 24 SECONDS WEST, A DISTANCE OF 4.50 FEET;

THENCE SOUTH 89 DEGREES 37 MINUTES 36 SECONDS WEST, A DISTANCE OF 117.98 FEET;

THENCE SOUTH 00 DEGREES 22 MINUTES 24 SECONDS EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 89 DEGREES 37 MINUTES 36 SECONDS WEST, A DISTANCE OF 12.00 FEET;

THENCE NORTH 00 DEGREES 22 MINUTES 24 SECONDS WEST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 89 DEGREES 37 MINUTES 36 SECONDS WEST, A DISTANCE OF 2026.61 FEET TO SAID NORTH SOUTH MID-SECTION LINE;

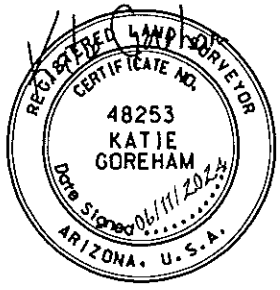
THENCE SOUTH 89 DEGREES 37 MINUTES 45 SECONDS WEST, A DISTANCE OF 357.57 FEET;

THENCE NORTH 00 DEGREES 22 MINUTES 15 SECONDS WEST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 89 DEGREES 37 MINUTES 45 SECONDS EAST, A DISTANCE OF 357.60 FEET TO SAID **POINT OF BEGINNING.**

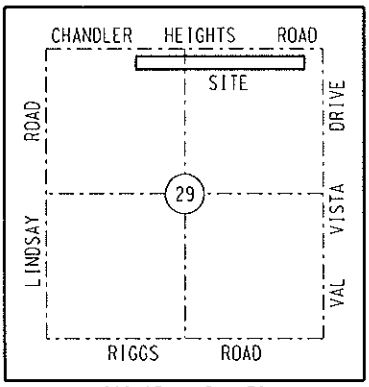
SAID EASEMENT CONTAINS AN AREA OF 22,562 SQUARE FEET OR 0.51 ACRE, MORE OR LESS.

END OF DESCRIPTION



JEP

EXHIBIT "A"



VICINITY MAP (NTS)
T2S, R6E
G&SRM

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- LIMITS OF SRP EASEMENT
- EXISTING EASEMENT AS NOTED
- TIE LINE
- SECTION CORNER AS NOTED

ABBREVIATION TABLE

ACFL	ALUMINUM CAP FLUSH
APN	ASSESSOR'S PARCEL NUMBER
LVI	LAST VISUAL INSPECTION
(M)	MEASURED
MCR	MARICOPA COUNTY RECORDER
NTS	NOT TO SCALE

BASIS OF BEARINGS:
THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83 DATUM.

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48253
KATIE GOREHAM
Date Signed 06/11/2024
ARIZONA, U.S.A.

CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT. NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

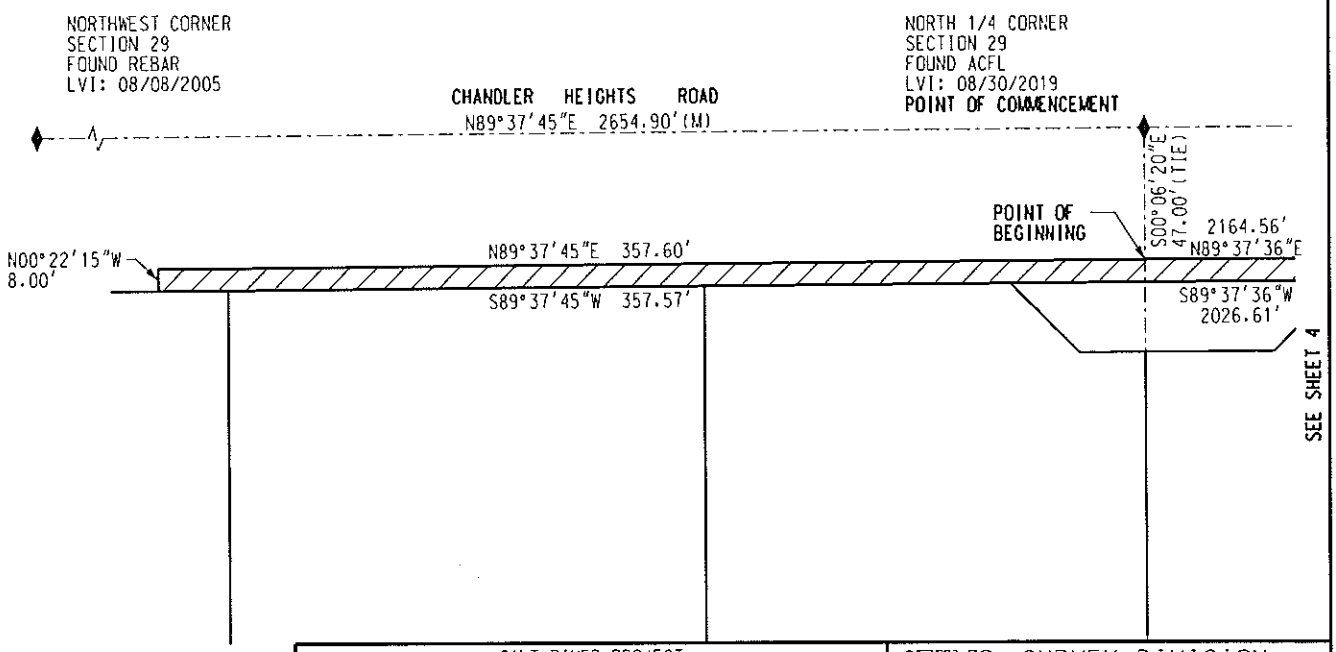
SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

SRP LDWR NUMBER: N/A	SCALE: NTS
T.O. NUMBER: T3129125	SHEET: 2 OF 8
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"
DRAWN: RUSSO	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: THOMAS
DATE: 06/10/2024 BW	FIELD DATE: 12/11/2019

SURVEY DIVISION
LAND DEPARTMENT

CUS UE BA CHANDLER HEIGHTS RD
IMPROVE UG CONV
N 1/2, SECTION 29
T.2 S.,R.6 E.
10.0 SOUTH - 31.6 EAST

EXHIBIT "A"



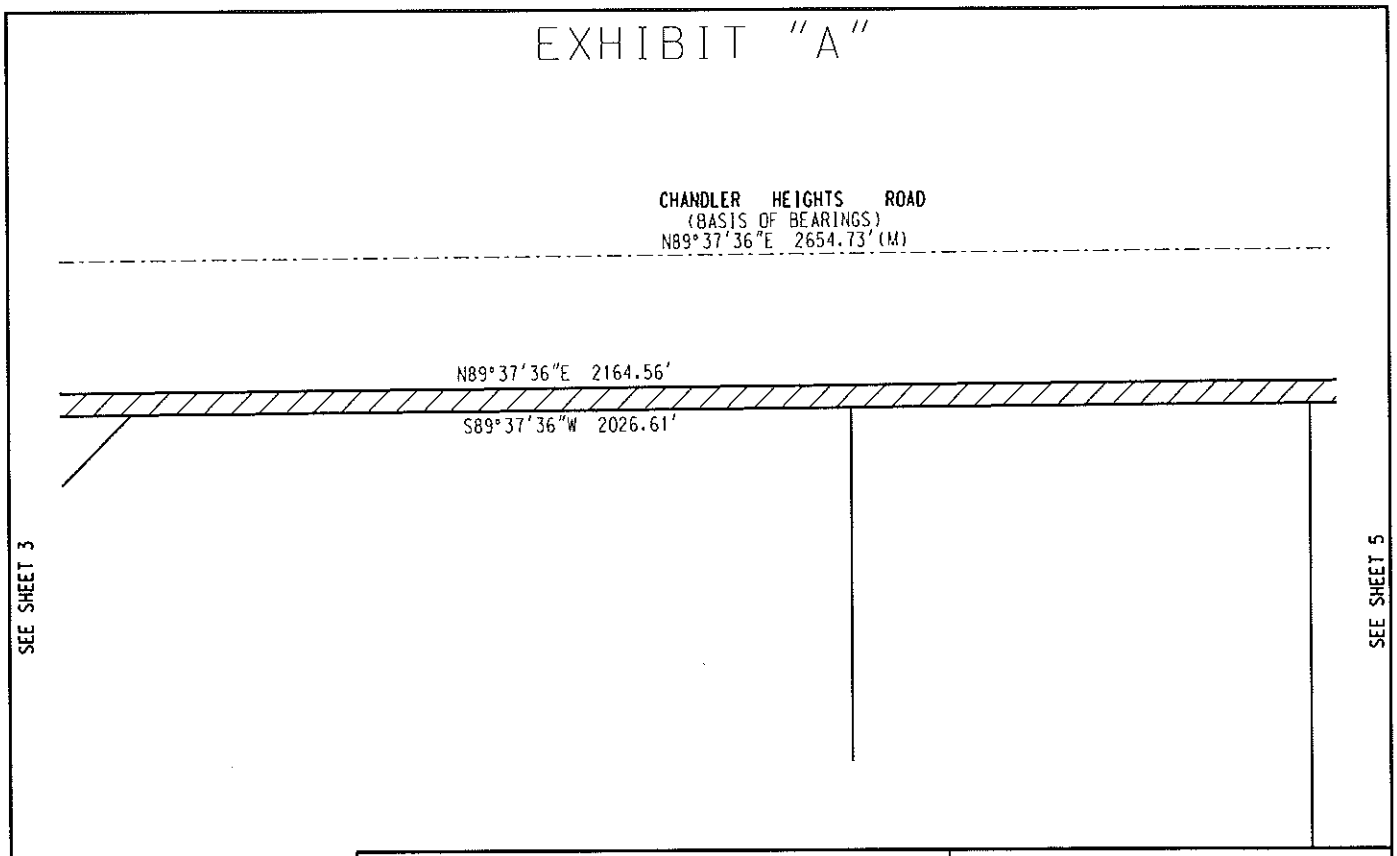
NORTH

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP LDWR NUMBER: N/A	SCALE: NTS
T.O. NUMBER: T3129125	SHEET: 3 OF 8
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"
DRAWN: RUSSO	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: THOMAS
DATE: 06/10/2024 BW	FIELD DATE: 12/11/2019

SURVEY DIVISION
LAND DEPARTMENT

CUS UE BA CHANDLER HEIGHTS RD
IMPROVE UG CONV
N 1/2, SECTION 29
T.2 S.,R.6 E.
10.0 SOUTH - 31.6 EAST

EXHIBIT "A"



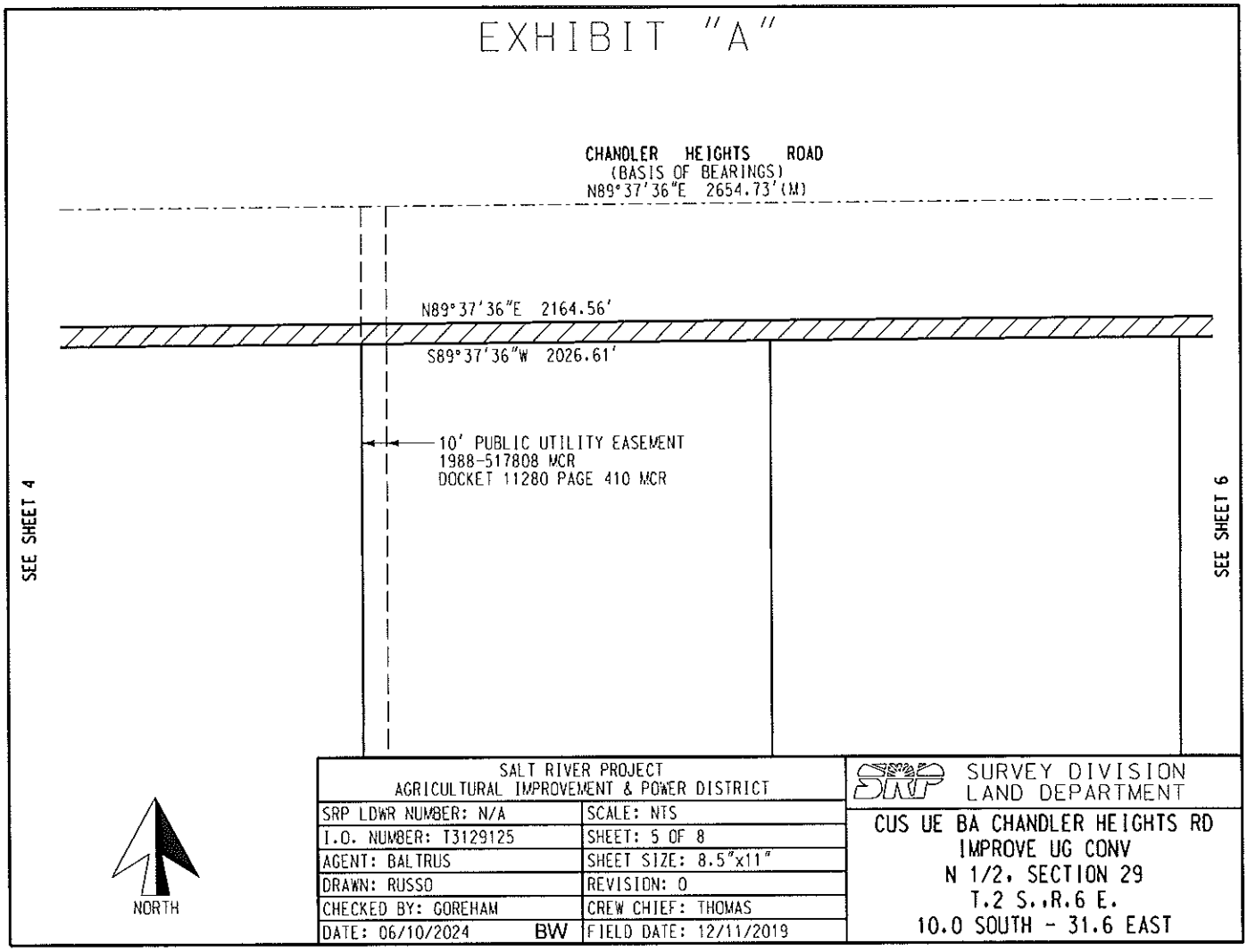
NORTH

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP LDWR NUMBER: N/A	SCALE: NTS
I.O. NUMBER: T3129125	SHEET: 4 OF 8
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"
DRAWN: RUSSO	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: THOMAS
DATE: 06/10/2024 BW	FIELD DATE: 12/11/2019

SURVEY DIVISION
LAND DEPARTMENT

CUS UE BA CHANDLER HEIGHTS RD
IMPROVE UG CONV
N 1/2, SECTION 29
T.2 S.,R.6 E.
10.0 SOUTH - 31.6 EAST

EXHIBIT "A"

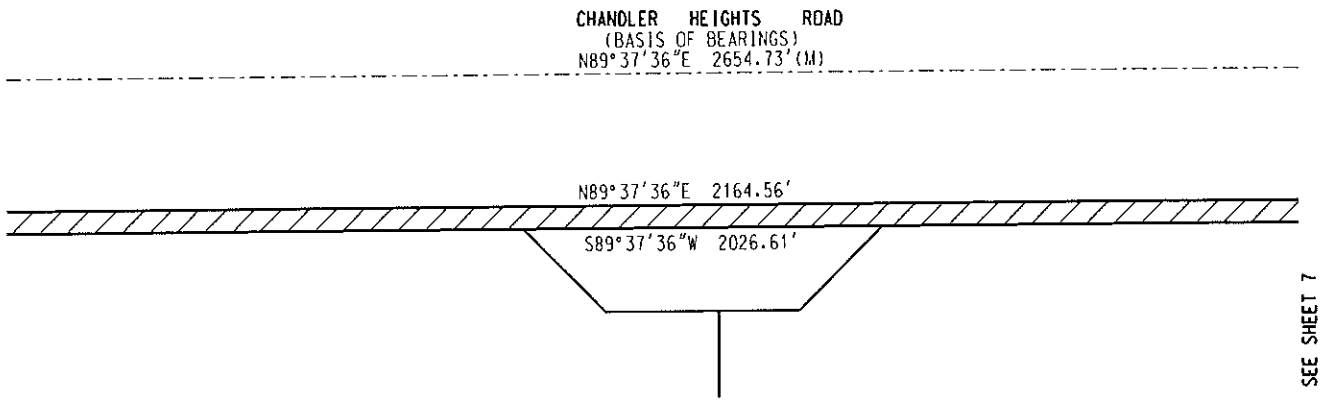


SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP LDWR NUMBER: N/A	SCALE: NTS
I.O. NUMBER: T3129125	SHEET: 5 OF 8
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"
DRAWN: RUSSO	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: THOMAS
DATE: 06/10/2024 BW	FIELD DATE: 12/11/2019

SURVEY DIVISION
LAND DEPARTMENT

CUS UE BA CHANDLER HEIGHTS RD
IMPROVE UG CONV
N 1/2, SECTION 29
T.2 S.,R.6 E.
10.0 SOUTH - 31.6 EAST

EXHIBIT "A"



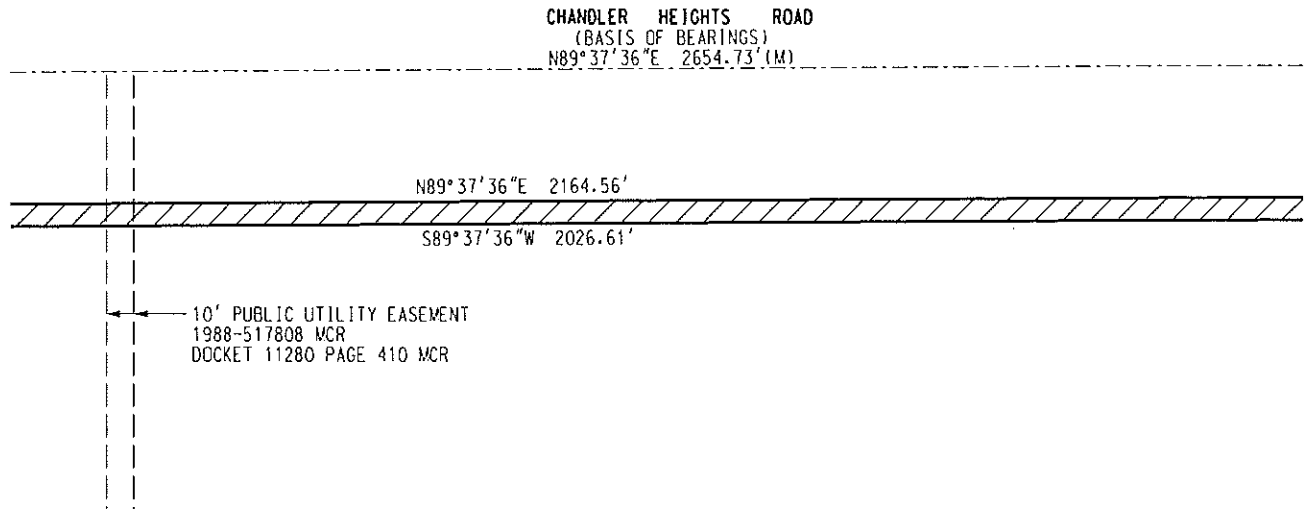
NORTH

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP LDWR NUMBER: N/A	SCALE: NTS
I.O. NUMBER: T3129125	SHEET: 6 OF 8
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"
DRAWN: RUSSO	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: THOMAS
DATE: 06/10/2024 BW	FIELD DATE: 12/11/2019

SURVEY DIVISION
LAND DEPARTMENT

CUS UE BA CHANDLER HEIGHTS RD
IMPROVE UG CONV
N 1/2, SECTION 29
T.2 S.,R.6 E.
10.0 SOUTH - 31.6 EAST

EXHIBIT "A"



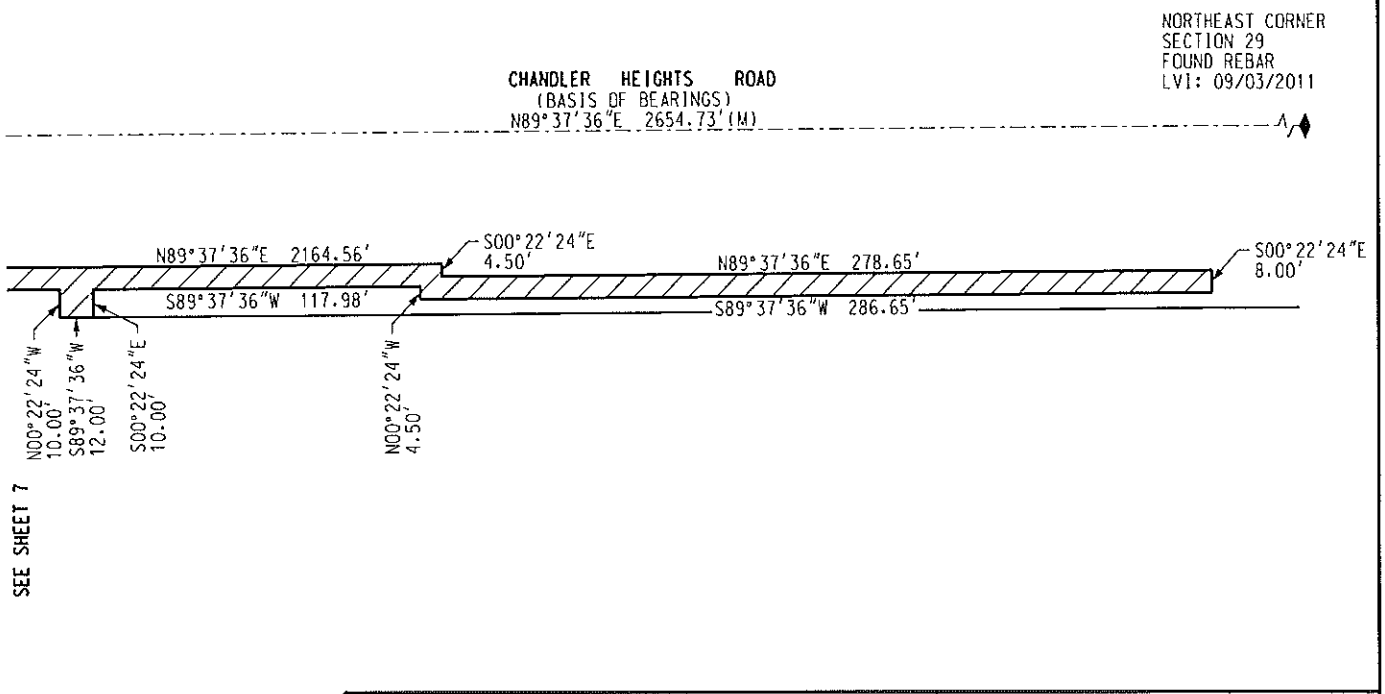
NORTH

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		
SRP LDWR NUMBER: N/A		SCALE: NTS
I.O. NUMBER: T3129125		SHEET: 7 OF 8
AGENT: BALTRUS		SHEET SIZE: 8.5"x11"
DRAWN: RUSSD		REVISION: 0
CHECKED BY: GOREHAM		CREW CHIEF: THOMAS
DATE: 06/10/2024	BW	FIELD DATE: 12/11/2019

SURVEY DIVISION
LAND DEPARTMENT

CUS UE BA CHANDLER HEIGHTS RD
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EXHIBIT "A"



NORTH

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP LDWR NUMBER: N/A	SCALE: NTS
I.O. NUMBER: T3129125	SHEET: 8 OF 8
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"
DRAWN: RUSSO	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: THOMAS
DATE: 06/10/2024 BW	FIELD DATE: 12/11/2019

SURVEY DIVISION
LAND DEPARTMENT

CUS UE BA CHANDLER HEIGHTS RD
IMPROVE UG CONV
N 1/2, SECTION 29
T.2 S.,R.6 E.
10.0 SOUTH - 31.6 EAST

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT
Land Department/PAB10W
P. O. Box 52025
Phoenix, Arizona 85072-2025

EXEMPT PURSUANT TO
A.R.S. §§ 11-1134 (A)(2) and (A)(3)

POWER DISTRIBUTION EASEMENT

Maricopa County
Parcel # Chandler Heights Road
N ½, SEC. 29, T02S, R06E

Agt. CLB
Job # LJ75136 / T3129125
W *CLB* C JEP
R/W #

CITY OF CHANDLER,
an Arizona municipal corporation,

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel") to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures (collectively, "Facilities") for the transmission and distribution of electricity and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property.

The lands in, upon, over, under, across, through and along which the Easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the North half of Section 29, Township 02 South, Range 06 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Easement Parcel:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et seq., Arizona Blue Stake Law, prior to any excavation.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

Notwithstanding anything in this instrument, or laws, statutes, ordinances, rules, or regulations to the contrary, if Grantor requires Grantee to relocate or modify the Facilities, Grantor will (i) pay and/or reimburse Grantee any and all costs incurred for such relocation or modification and (ii) provide a reasonable new location for the Facilities, and easement rights therefor, that meets the standards set forth in this instrument. Grantor acknowledges that the Facilities are being located within public right-of-way at the request of Grantor, and that Grantee materially relied on the provisions of this paragraph in agreeing to Grantor’s request.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, **THE CITY OF CHANDLER,** an Arizona municipal corporation, has caused its name to be executed by its duly authorized representative(s) this _____ day of _____, 2024.

THE CITY OF CHANDLER, an Arizona municipal corporation

By: _____
Mayor

Attest:

_____
Clerk

APPROVED AS TO FORM:

_____
City Attorney for the
City of Chandler DMG

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, personally appeared _____-__ and _____, the Mayor and Clerk of **THE CITY OF CHANDLER**, an Arizona municipal corporation, and such authorized representative acknowledged that this document was executed on behalf of the corporation for the purposes therein contained.

_____
Notary Public

My Commission Expires:

_____

_____
Notary Stamp/Seal

Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1131 and 11-1132 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

EXHIBIT “A”

SRP JOB NUMBER: T3129125 **DATE: 06/10/2024**
SRP JOB NAME: CUS UE BA CHANDLER HEIGHTS RD IMPROVE UG CONV
TTRRSS: 2S6E29

AN EASEMENT LOCATED IN THE NORTH HALF OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 29, BEING AN ALUMINUM CAP FLUSH, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 29, BEING A REBAR, BEARS NORTH 89 DEGREES 37 MINUTES 36 SECONDS EAST, A DISTANCE OF 2654.73 FEET (**BASIS OF BEARING**);

THENCE ALONG THE NORTH SOUTH MID-SECTION OF OF SAID SECTION 29, SOUTH 00 DEGREES 06 MINUTES 20 SECONDS EAST, A DISTANCE OF 47.00 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID MID-SECTION LINE, NORTH 89 DEGREES 37 MINUTES 36 SECONDS EAST, A DISTANCE OF 2164.56 FEET;

THENCE SOUTH 00 DEGREES 22 MINUTES 24 SECONDS EAST, A DISTANCE OF 4.50 FEET;

THENCE NORTH 89 DEGREES 37 MINUTES 36 SECONDS EAST, A DISTANCE OF 278.65 FEET;

THENCE SOUTH 00 DEGREES 22 MINUTES 24 SECONDS EAST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 89 DEGREES 37 MINUTES 36 SECONDS WEST, A DISTANCE OF 286.65 FEET;

THENCE NORTH 00 DEGREES 22 MINUTES 24 SECONDS WEST, A DISTANCE OF 4.50 FEET;

THENCE SOUTH 89 DEGREES 37 MINUTES 36 SECONDS WEST, A DISTANCE OF 117.98 FEET;

THENCE SOUTH 00 DEGREES 22 MINUTES 24 SECONDS EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 89 DEGREES 37 MINUTES 36 SECONDS WEST, A DISTANCE OF 12.00 FEET;

THENCE NORTH 00 DEGREES 22 MINUTES 24 SECONDS WEST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 89 DEGREES 37 MINUTES 36 SECONDS WEST, A DISTANCE OF 2026.61 FEET TO SAID NORTH SOUTH MID-SECTION LINE;

THENCE SOUTH 89 DEGREES 37 MINUTES 45 SECONDS WEST, A DISTANCE OF 357.57 FEET;

THENCE NORTH 00 DEGREES 22 MINUTES 15 SECONDS WEST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 89 DEGREES 37 MINUTES 45 SECONDS EAST, A DISTANCE OF 357.60 FEET TO SAID **POINT OF BEGINNING**.

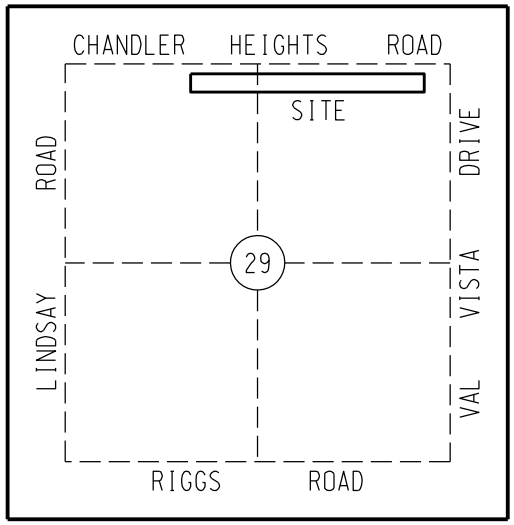
SAID EASEMENT CONTAINS AN AREA OF 22,562 SQUARE FEET OR 0.51 ACRE, MORE OR LESS.

END OF DESCRIPTION

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48253
KATIE
GOREHAM
Date Signed 06/11/2024
ARIZONA. U.S.A.

JEP

EXHIBIT "A"



VICINITY MAP (NTS)
T2S, R6E
G&SRM

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- LIMITS OF SRP EASEMENT
- EXISTING EASEMENT AS NOTED
- TIE LINE
- SECTION CORNER AS NOTED

ABBREVIATION TABLE

ACFL	ALUMINUM CAP FLUSH
APN	ASSESSOR'S PARCEL NUMBER
LVI	LAST VISUAL INSPECTION
(M)	MEASURED
MCR	MARICOPA COUNTY RECORDER
NTS	NOT TO SCALE

BASIS OF BEARINGS:
THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83 DATUM.

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48253
KATIE GOREHAM
Date Signed 06/11/2024
ARIZONA, U.S.A.

CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

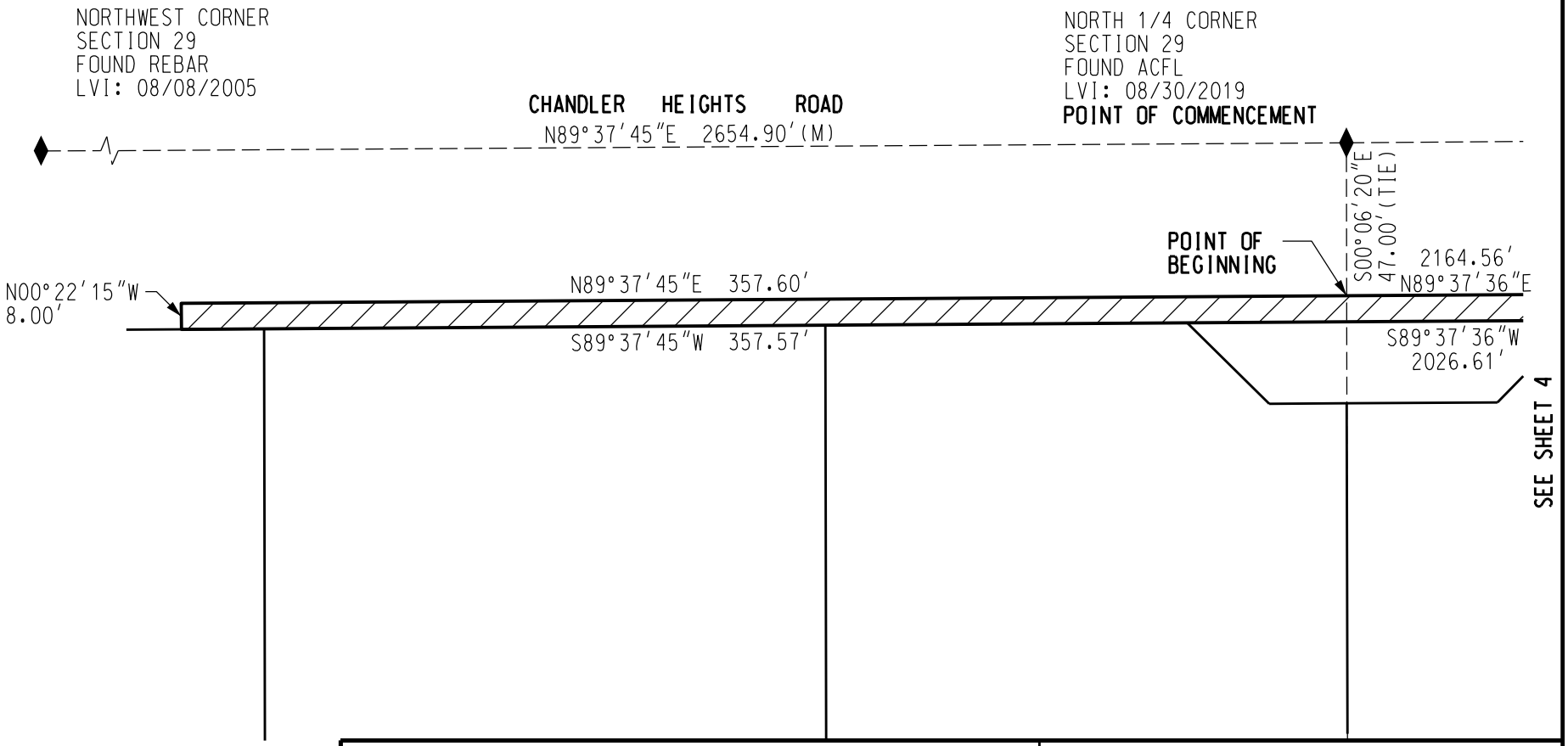
SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

SRP LDWR NUMBER: N/A	SCALE: NTS
I.O. NUMBER: T3129125	SHEET: 2 OF 8
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"
DRAWN: RUSSO	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: THOMAS
DATE: 06/10/2024 BW	FIELD DATE: 12/11/2019

SURVEY DIVISION
LAND DEPARTMENT

CUS UE BA CHANDLER HEIGHTS RD
IMPROVE UG CONV
N 1/2, SECTION 29
T.2 S.,R.6 E.
10.0 SOUTH - 31.6 EAST

EXHIBIT "A"



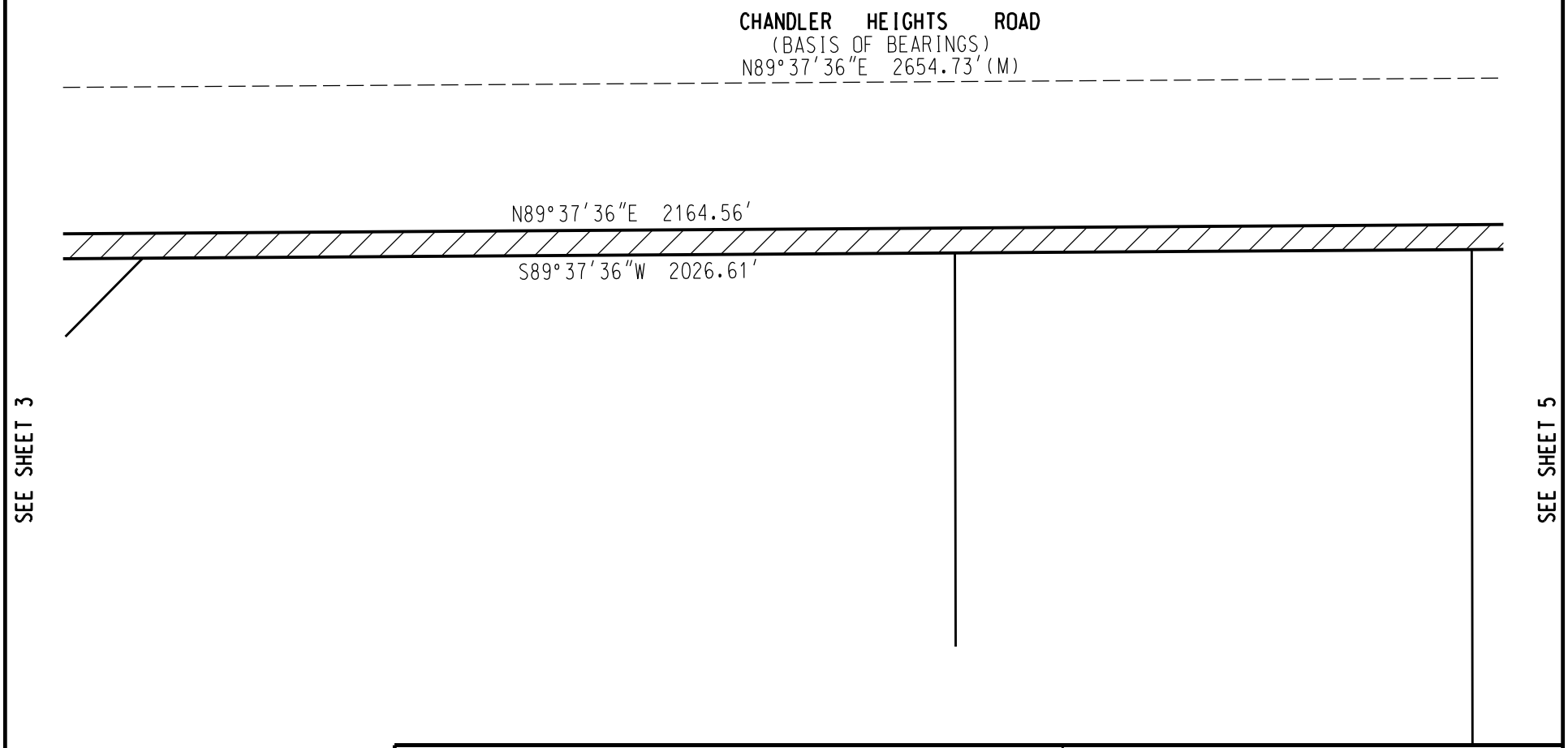
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SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP LDWR NUMBER: N/A	SCALE: NTS
I.O. NUMBER: T3129125	SHEET: 3 OF 8
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"
DRAWN: RUSSO	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: THOMAS
DATE: 06/10/2024 BW	FIELD DATE: 12/11/2019

SURVEY DIVISION
LAND DEPARTMENT

CUS UE BA CHANDLER HEIGHTS RD
IMPROVE UG CONV
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EXHIBIT "A"



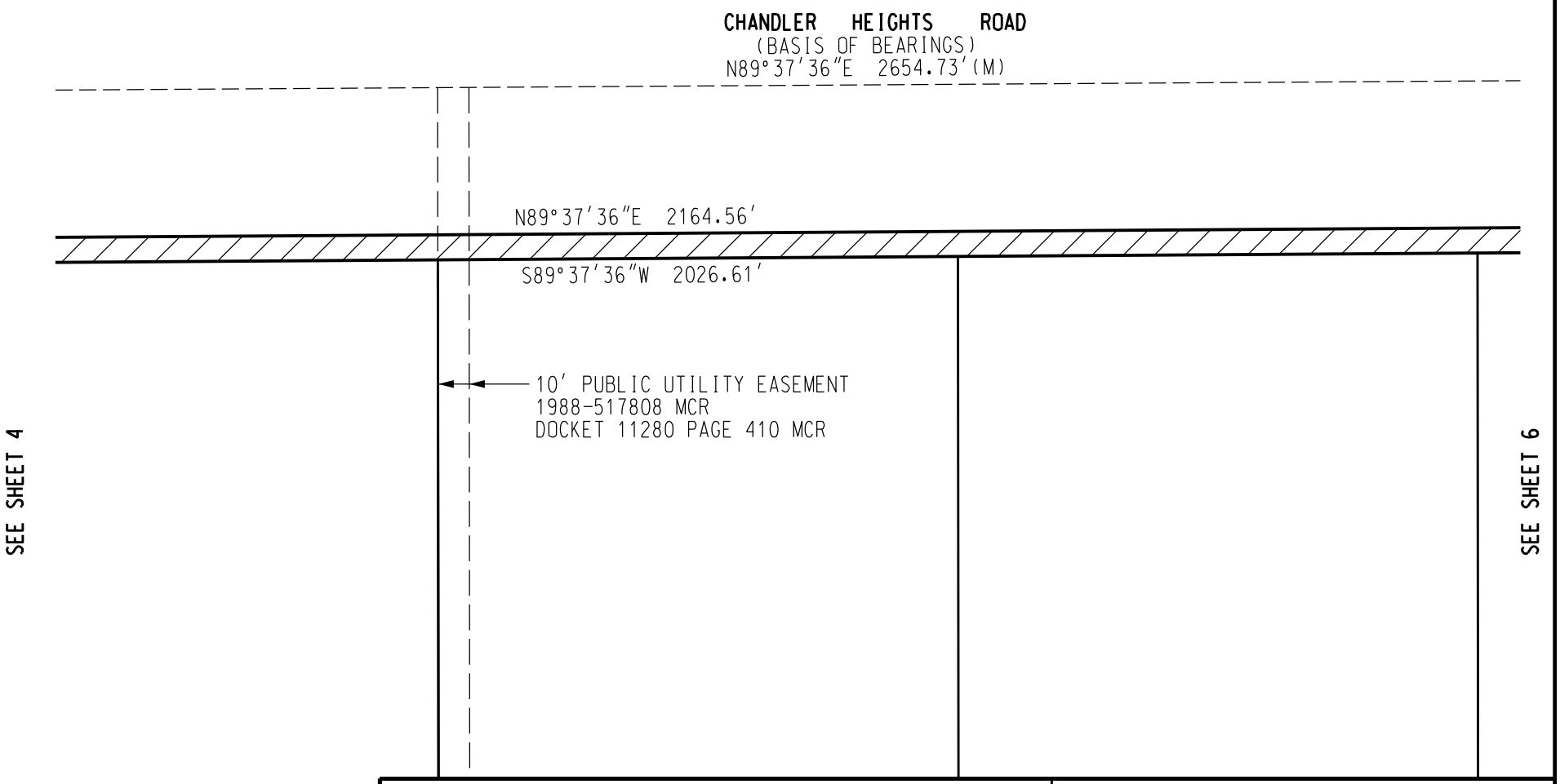
NORTH

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP LDWR NUMBER: N/A	SCALE: NTS
I.O. NUMBER: T3129125	SHEET: 4 OF 8
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"
DRAWN: RUSSO	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: THOMAS
DATE: 06/10/2024 BW	FIELD DATE: 12/11/2019

SURVEY DIVISION
LAND DEPARTMENT

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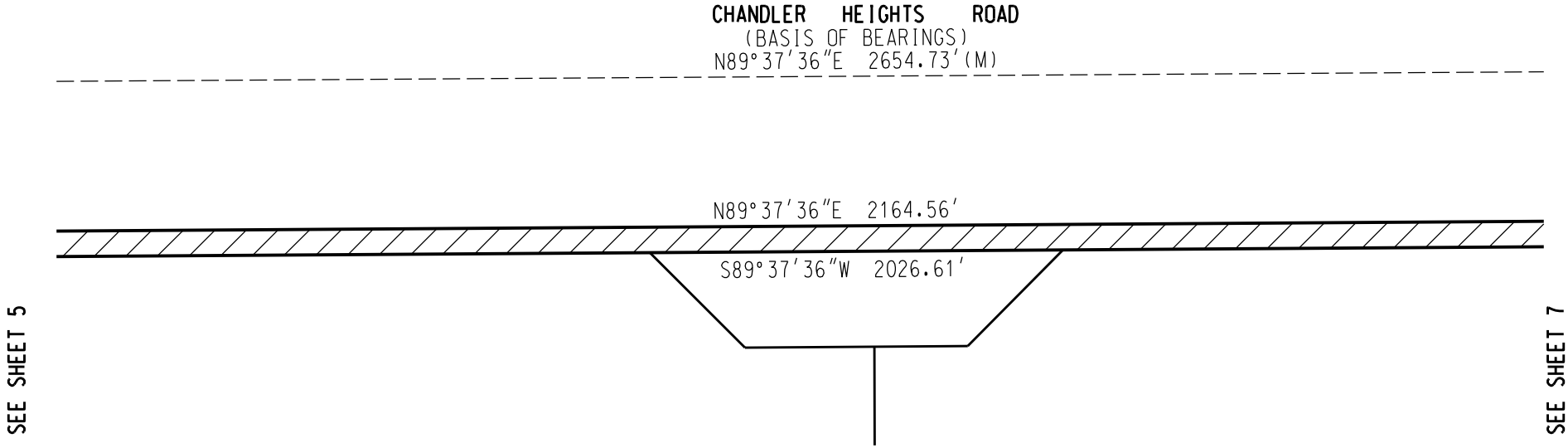
NORTH

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP LDWR NUMBER: N/A	SCALE: NTS
I.O. NUMBER: T3129125	SHEET: 5 OF 8
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"
DRAWN: RUSSO	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: THOMAS
DATE: 06/10/2024 BW	FIELD DATE: 12/11/2019

SURVEY DIVISION
LAND DEPARTMENT

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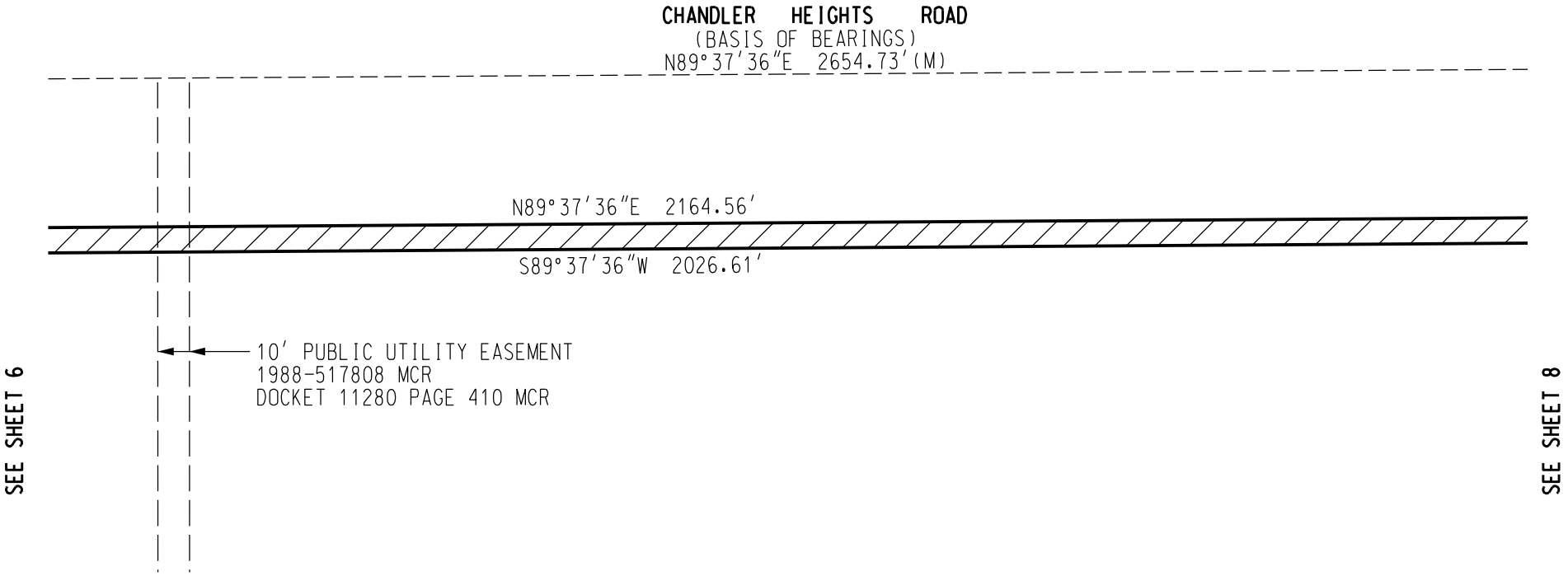
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SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP LDWR NUMBER: N/A	SCALE: NTS
I.O. NUMBER: T3129125	SHEET: 6 OF 8
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"
DRAWN: RUSSO	REVISION: 0
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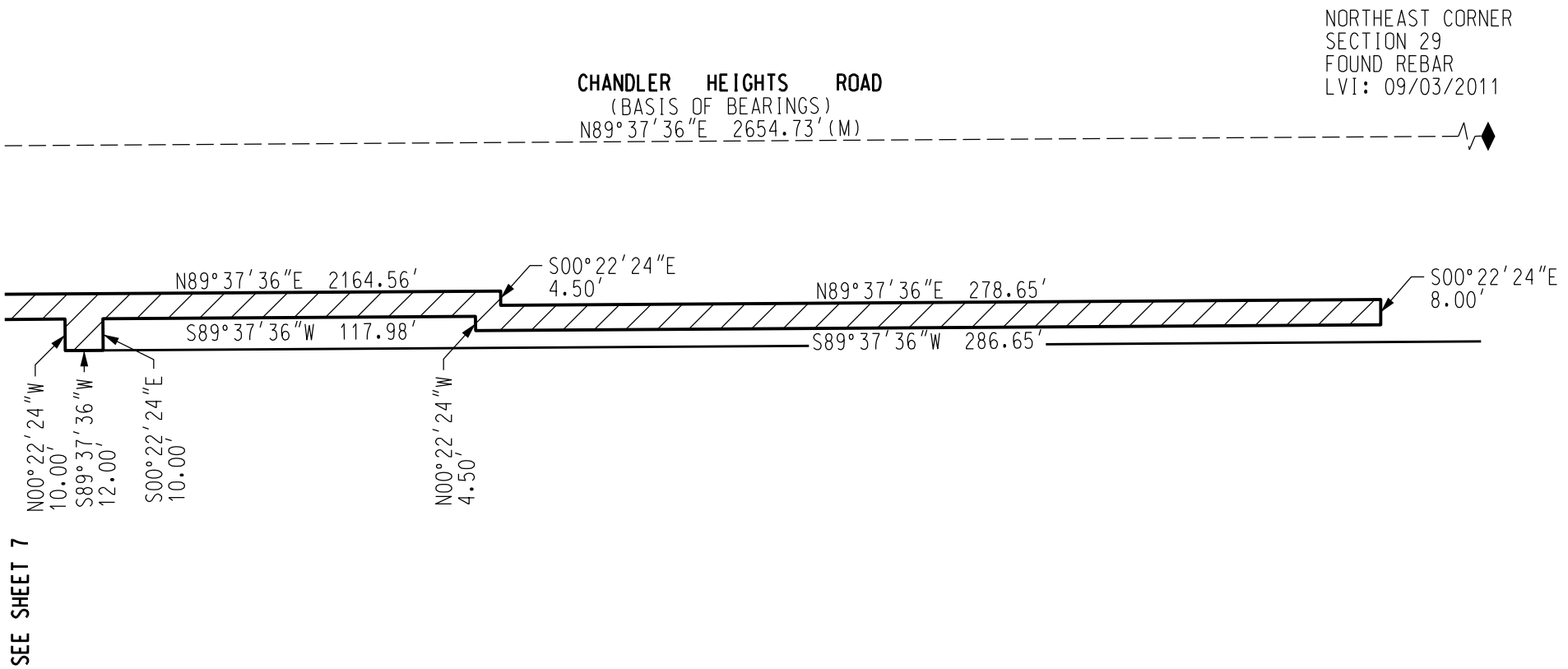
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SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP LDWR NUMBER: N/A	SCALE: NTS
I.O. NUMBER: T3129125	SHEET: 7 OF 8
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"
DRAWN: RUSSO	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: THOMAS
DATE: 06/10/2024 BW	FIELD DATE: 12/11/2019

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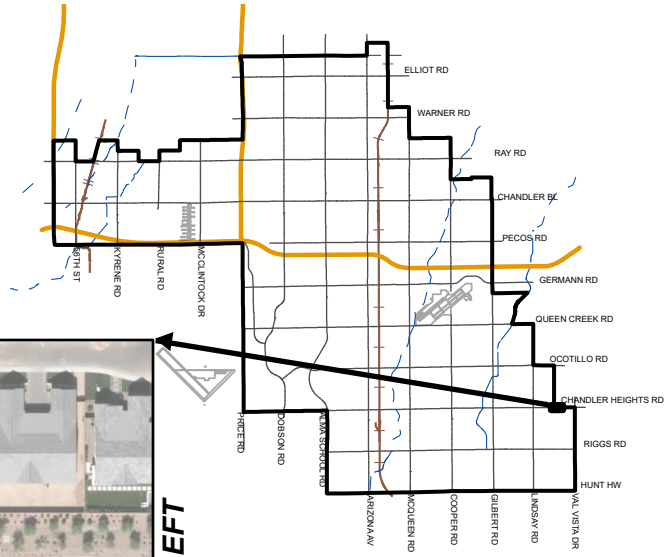
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP LDWR NUMBER: N/A	SCALE: NTS
I.O. NUMBER: T3129125	SHEET: 8 OF 8
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"
DRAWN: RUSSO	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: THOMAS
DATE: 06/10/2024 BW	FIELD DATE: 12/11/2019

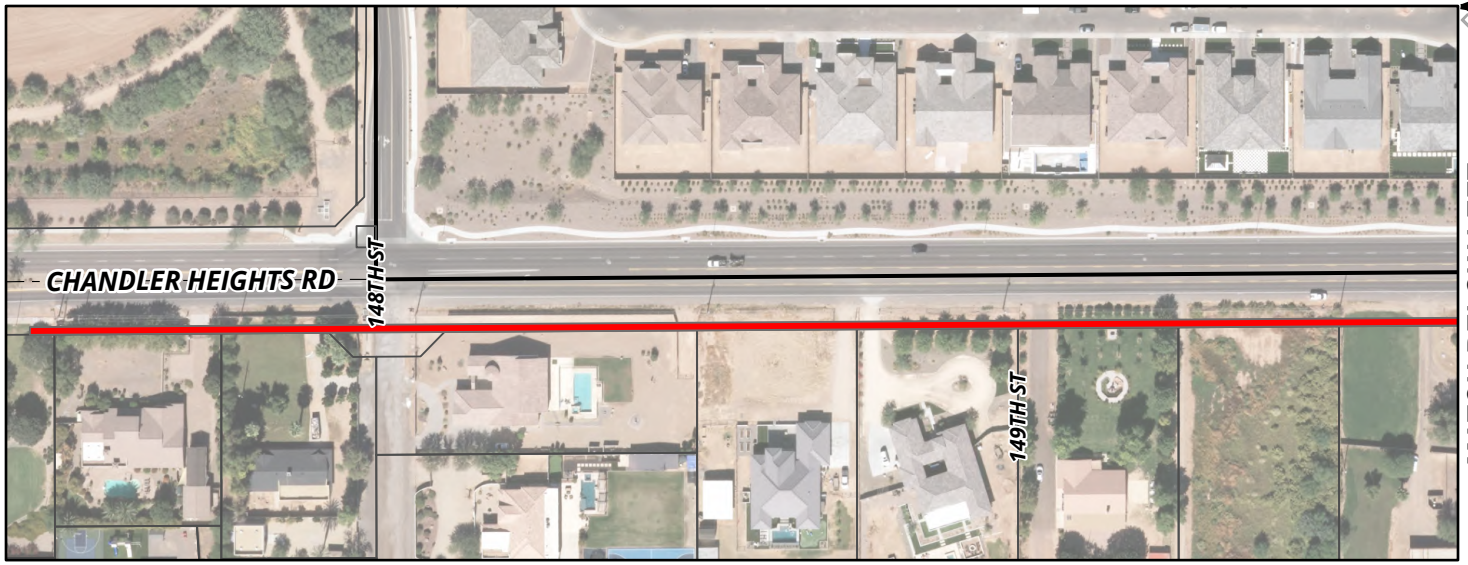
SURVEY DIVISION
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IMPROVE UG CONV
N 1/2, SECTION 29
T.2 S.,R.6 E.
10.0 SOUTH - 31.6 EAST

CHANDLER arizona

INTRODUCTION AND TENTATIVE ADOPTION OF ORDINANCE NO. 5106 GRANTING A NON-EXCLUSIVE POWER DISTRIBUTION EASEMENT TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (SRP), AT NO COST, FOR THE ELECTRICAL FACILITIES RELOCATION REQUIRED AS PART OF THE CHANDLER HEIGHTS IMPROVEMENT PROJECT FROM GILBERT ROAD TO VAL VISTA DRIVE







MEMO NO. RE25-013

POWER DISTRIBUTION EASEMENT

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Real Estate\2025\RE25-013\RE25-013\RE25-013.aprx 7/24/2024 RandyE

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** CP25-017

Date: September 12, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Sandra Story, Engineering Project Manager
Subject: Resolution No. 5833 Authorizing a Grant Application for, and Acceptance of Grant Funds from, the Community Grants Program Administered by the U.S. Environmental Protection Agency (EPA) in the Amount of $3,000,000

Proposed Motion:

Move City Council pass and adopt Resolution No. 5833 authorizing a grant application for, and acceptance of grant funds from, the Community Grants Program Administered by the U.S. EPA in the amount of $3,000,000.

Background:

In October 2021, the city executed a reclaimed water agreement with Intel Corporation for additional reclaimed water supply. As part of this agreement, it is necessary for the city to convey additional volumes of reclaimed water from the Airport Water Reclamation Facility (AWRF), located at 905 E. Queen Creek Road, to the Ocotillo Water Reclamation Facility (OWRF), located at 3333 S. Old Price Road, for delivery to Intel's campus. New infrastructure necessary for this conveyance includes additional reclaimed water pipe on both the AWRF and OWRF sites, new pipeline within the city's rights of way, additional pumping systems at the AWRF site, and the addition of two aquifer storage and recovery (ASR) wells to recharge and recover water.

The Public Works & Utilities Department is seeking authorization to submit a grant application to the EPA through its Community Grants Program for funds to be used toward the ASR project. The EPA is designated as the federal agency that will award and administer funds for water infrastructure projects identified as Congressionally Directed Spending and Community Project Funding as part

of the Federal Fiscal Year (FY) 2023 Consolidated Appropriations Act. With the support of Representative Greg Stanton and Senator Kyrsten Sinema, this project has been identified as eligible under the Congressionally Directed Spending category.

ASR wells support the reclaimed water distribution system by storing excess effluent in the upper aquifer when the reclaimed water system demands are low. ASR wells are equipped with specialized pumping systems that are capable of recovering this stored effluent from the aquifer when system demands are high, delivering to reclaimed water customers.

Considering the cost of the ASR project is anticipated to exceed $13.5 million, staff recommends pursuing the maximum grant amount of $3,000,000.

Financial Implications:

The grant amount is up to $3,000,000 and requires a cost share of $750,000 (per the FY 2024 Community Grants Program Final Implementation Guidance document). Matching funds will be covered through the Capital Improvement Program.

Attachments

Resolution No. 5833

EPA Grant Application

RESOLUTION NO. 5833

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING A GRANT APPLICATION FOR, AND ACCEPTANCE OF GRANT FUNDS FROM, THE COMMUNITY GRANTS PROGRAM ADMINISTERED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY IN THE AMOUNT OF $3,000,000.

WHEREAS, the Community Grants Program (CGP) administered by the U.S. Environmental Protection Agency (EPA) provides federal funding to support projects designated for the planning, design, and construction of drinking water, wastewater, and stormwater infrastructure and for water quality protection; and

WHEREAS, the Chandler Public Works and Utilities Department has prepared a grant application requesting $3,000,000 in CGP funding to support the City of Chandler's Aquifer Storage and Recovery Well Equipping Project, as further described in the application materials, which are incorporated here by reference; and

WHEREAS, the Chandler Public Works and Utilities Department has determined that the City can comply with the terms of the CGP Grant.

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

Section 1. Authorizing the submittal of a Community Grants Application to the EPA for $3,000,000 of funding for the purposes outlined in this Resolution.

Section 2. Authorizing the City Manager, or his designee, to execute any grant application, grant disclosure forms, and grant agreement on behalf of the City of Chandler and perform all acts necessary to give effect to this Resolution and implement the grant in accordance with its terms.

Section 3. Authorizing acceptance of the CGP grant funds up to the maximum amount awarded.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of September, 2024.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5833 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of September, 2024, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: Completed by Grants.gov upon submission.

4. Applicant Identifier: LCLUQVAP1WU4

5a. Federal Entity Identifier: LCLUQVAP1WU4

5b. Federal Award Identifier: 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: AZ 4&5 | * b. Program/Project: AZ 4&5

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

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 01/01/2025 | * b. End Date: 01/01/2027

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: Mrs. | * First Name: Dawn

Middle Name:

* Last Name: Lang

Suffix:

* Title: Deputy City Manager/Chief Financial Officer

* Telephone Number: 480-782-2000 | Fax Number:

* Email: dawn.lang@chanderaz.gov

* Signature of Authorized Representative: Completed by Grants.gov upon submission. | * Date Signed: Completed by Grants.gov upon submission.

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

Standard Form 424A (Rev. 7- 97)
Prescribed by OMB (Circular A -102) Page 1

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY (1)	(2)	(3)	(4)	Total (5)
	Community Grants Programs (CFDA)				
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.

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

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

Note: Read Instructions before completing form.

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

Name: Daniel Haskins

Address: 215 E. Buffalo St

City: Chandler

State: AZ: Arizona Zip Code: 85225

B. Unique Entity Identifier (UEI): LCLUQVAP1WU4

C. Applicant/Recipient Point of Contact

Name: Daniel Haskins

Phone: 480-782-3335

Email: daniel.haskins@chandleraz.gov

Title: Capital Projects Division Manager

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

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

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

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

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

☒ Yes ☐ No

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

☐ Yes ☒ No

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

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	B. Title of Authorized Official	C. Date
Completed by Grants.gov upon submission.	Deputy City Manager/Chief Financial Officer	Completed by Grants.gov upon submission.

For the U.S. Environmental Protection Agency

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

A. *Signature of Authorized EPA Official	B. Title of Authorized Official	C. Date

Instructions for EPA FORM 4700-4 (Rev. 04/2021)

General. Recipients of Federal financial assistance from the U.S. Environmental Protection Agency must comply with the following statutes and regulations.
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:** Sandra | **Middle Name:**

Last Name: Story | **Suffix:**

Title: 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: 480-782-3588 | **Fax Number:**

E-mail Address: sandra.story@chandleraz.gov

Project Narrative File(s)

*** Mandatory Project Narrative File Filename:** -4 - Community Grants Workplan.pdf

Add Mandatory Project Narrative File | Delete Mandatory Project Narrative File | View Mandatory Project Narrative File

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

Add Optional Project Narrative File | Delete Optional Project Narrative File | View Optional Project Narrative File

Community Grants Workplan

Name of Applicant: City of Chandler

Point of Contact: 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-feet 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.

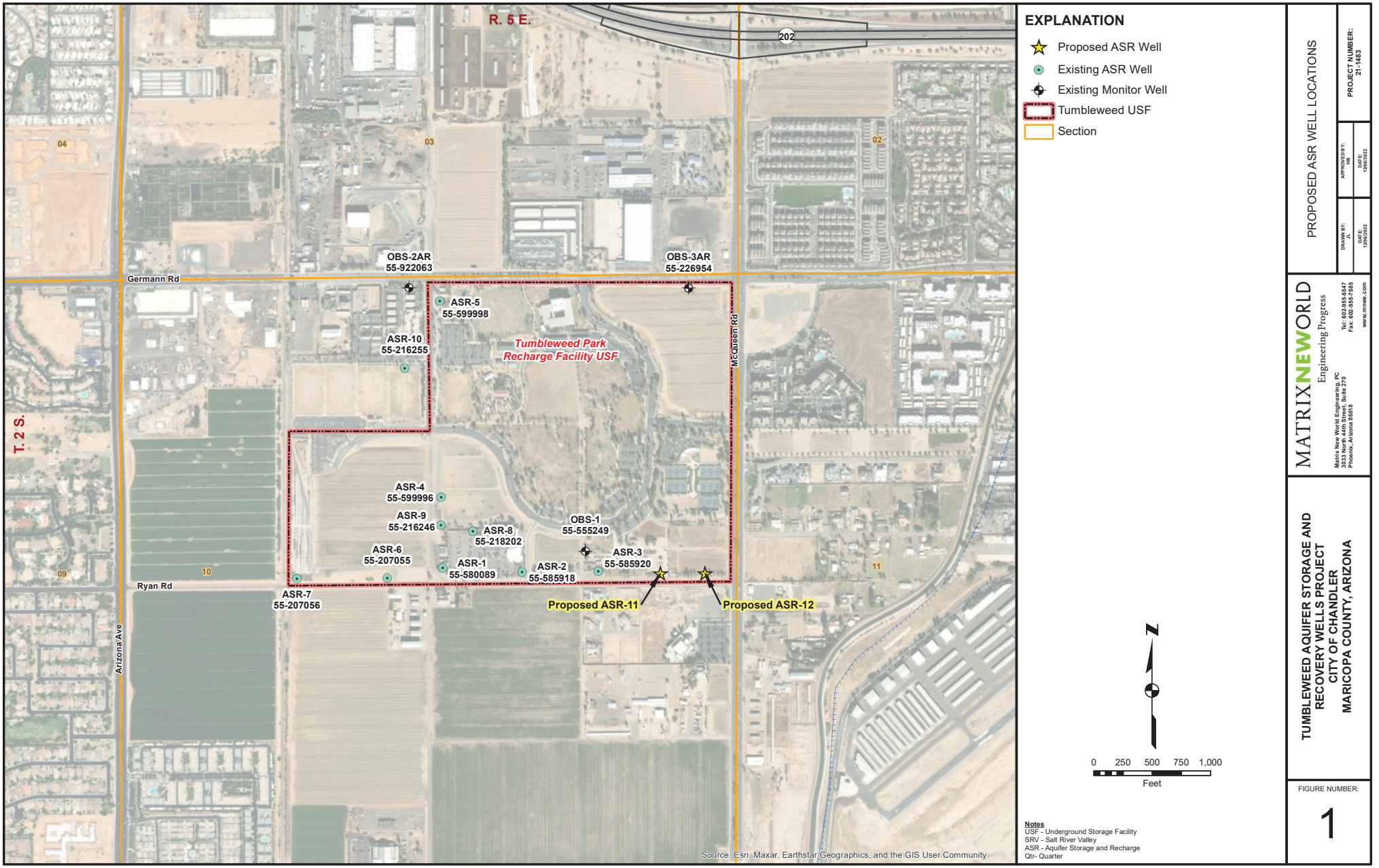
Workplan Requirements for Identifying Subrecipients:

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

Attachments:

ASR Wells Equipping Draft Design Report

Location Map


R. 5 E.
T. 2 S.
202
Germann Rd
Ryan Rd
Arizona Ave
McQueen Rd
04
03
02
09
10
11
OBS-2AR
55-922063
OBS-3AR
55-226954
ASR-5
55-599998
ASR-10
55-216255
Tumbleweed Park
Recharge Facility USF
ASR-4
55-599996
ASR-9
55-216246
ASR-8
55-218202
OBS-1
55-555249
ASR-6
55-207055
ASR-1
55-580089
ASR-2
55-585918
ASR-3
55-585920
ASR-7
55-207056
Proposed ASR-11
Proposed ASR-12
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community
EXPLANATION
Proposed ASR Well
Existing ASR Well
Existing Monitor Well
Tumbleweed USF
Section
N
0 250 500 750 1,000
Feet
Notes
USF - Underground Storage Facility
SRV - Salt River Valley
ASR - Aquifer Storage and Recharge
Qtr- Quarter
PROPOSED ASR WELL LOCATIONS
PROJECT NUMBER: 21-1483
DRAWN BY: JLL DATE: 12/06/2022
APPROVED BY: DATE: 12/06/2022
MATRIXNEWORLD
Engineering Progress
Matrix New World Engineering, PC
3033 North 44th Street, Suite 270
Phoenix, Arizona 85018
Tel: 602.955.5547
Fax: 602.955.7585
www.mnwe.com
TUMBLEWEED AQUIFER STORAGE AND RECOVERY WELLS PROJECT
CITY OF CHANDLER
MARICOPA COUNTY, ARIZONA
FIGURE NUMBER:
1
S:\MyDocs\SGCPRJ\2021\21-1483 Chandler ASR Wells - WW2206.201\GIS\MXD\Figure_1_Tumbleweed_Proposed_Wells.mxd

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 | Delete Mandatory Other Attachment | View Mandatory Other Attachment

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

Add Optional Other Attachment | Delete Optional Other Attachment | View Optional Other Attachment

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.

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

PREVIEW Date: Aug 08, 2024 Workspace ID: WS01337183 Funding Opportunity Number: EPA-CEP-01

CITY OF CHANDLER, ARIZONA

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

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EXHIBIT D – ACCEPTED GMP/PRICE PROPOSAL GMP-1
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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: _____

PREVIEW Date: Aug 08, 2024 Workspace ID: WS01337183 Funding Opportunity Number: EPA-CEP-01

PROJECT DESCRIPTION:

PROJECT LOCATION:

PREVIEW Date: Aug 08, 2024 Workspace ID: WS01337183 Funding Opportunity Number: EPA-CEP-01

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**.

PREVIEW Date: Aug 08, 2024 Workspace ID: WS01337183 Funding Opportunity Number: EPA-CEP-01

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 , 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.

PREVIEW Date: Aug 08, 2024 Workspace ID: WS01337183 Funding Opportunity Number: EPA-CEP-01

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.

PREVIEW Date: Aug 08, 2024 Workspace ID: WS01337183 Funding Opportunity Number: EPA-CEP-01

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

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

6.2 PROJECT SCHEDULE

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

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

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

	Milestone	Time	Liquidated damages for delay
1.		within days	$ 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

PREVIEW Date: Aug 08, 2024 Workspace ID: WS01337183 Funding Opportunity Number: EPA-CEP-01

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.

PREVIEW Date: Aug 08, 2024 Workspace ID: WS01337183 Funding Opportunity Number: EPA-CEP-01

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

PREVIEW Date: Aug 08, 2024 Workspace ID: WS01337183 Funding Opportunity Number: EPA-CEP-01

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

"CITY" CITY OF CHANDLER

_____
MAYOR

RECOMMENDED BY:

_____
Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk Seal

"CM@Risk"

_____
Signature Date

_____
Print Name

_____
Title

_____
Signer Email Address

PREVIEW Date: Aug 08, 2024 Workspace ID: WS01337183 Funding Opportunity Number: EPA-CEP-01

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

PREVIEW Date: Aug 08, 2024 Workspace ID: WS01337183 Funding Opportunity Number: EPA-CEP-01

EXHIBIT C

TECHNICAL SPECIFICATIONS

PREVIEW Date: Aug 08, 2024
Workspace ID: WS01337183 Funding Opportunity Number: EPA-CEP-01

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

CHANDLER arizona
Community of Innovation

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 Franciso, 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
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

CHANDLER arizona
Community of Innovation

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 Franciso, 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

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

Budget Narrative File(s)

*** Mandatory Budget Narrative Filename:** - 3 - Budget Information Rev 1.pdf

Add Mandatory Budget Narrative | Delete Mandatory Budget Narrative | View Mandatory Budget Narrative

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

Add Optional Budget Narrative | Delete Optional Budget Narrative | View Optional Budget Narrative

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	
Vertical Turbine Pumps	$ 1,137,871
DIV 11 - Equipment	
Pre-Engineered Metal Building	$ 210,167
DIV 15 - Mechanical	$ 569,970
DIV 16/17 - Electrical and I&C	$ 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**

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. UA25-015

Date: September 12, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Cristabel Dykstra, Utilities Administrative Support Manager
Subject: Agreement No. 4800, with Ferguson Enterprises, LLC, for the Advanced Metering Infrastructure (AMI) Project

---

Proposed Motion:

Move City Council approve Agreement No. 4800, with Ferguson Enterprises, LLC, for the AMI project, in an amount not to exceed $14,000,000.

Background/Discussion:

The city collects approximately 87,000 monthly water meter reads using drive-by technology known as Automated Meter Reading (AMR). The reads are collected to produce and distribute monthly bills to the city's utility customers. This project will transition the city from AMR to AMI. AMI is an integrated system of smart meters, communication network, and data management which provides advanced, daily consumption data. The city will strategically install a network of devices known as gateway collectors (small antennas). With AMI, customers will be able to view and manage their daily water consumption data, receive leak detection alerts and water system notifications, and pay their monthly bill through a customer portal.

On May 25, 2023, City Council awarded a contract to Arcadis U.S., Inc., for project management support and technical advisory services related to the implementation of AMI. On July 17, 2023, authorization was requested to submit a grant application through the Environmental Protection Agency (EPA) for grant funds to be used toward the AMI project. With the support of Congressman Greg Stanton, the AMI project was identified as eligible under the Federal Fiscal Year (FY) 2022 Consolidated Appropriations Act for Congressionally Directed

Spending. The department is actively working with the EPA to receive this $990,000 grant funding.

As part of the AMI project, approximately 48 gateway collectors will be purchased and installed and approximately 30,000 meters will be replaced. These meters are incompatible with current AMI technology and will also be reaching their normal end-of-life replacement within the next three to four years. The life expectancy of a water meter based on industry standards is 15 years. Meters greater than 15 years old have a higher tendency to read inaccurately, resulting in incorrect billing or equipment failure. These new meters will not only be compatible with AMI but will also have a life expectancy of 20 years.

This agreement includes the purchase and installation of the gateway collectors and the purchase of small and large meters, including meter box replacements. The agreement will also cover cellular meter endpoints to fill gap areas of the network where a collector cannot be installed. Grant funds in the amount of $990,000 will be used and are included as part of this contract.

Evaluation:

The city has standardized its new and replacement water meters to the Neptune brand. Ferguson Enterprises, LLC, is the sole authorized distributor of Neptune water meters and Neptune technology. The term of this agreement will be for the period from September 2024 through March 2026, with the option of one (1) one-year extension, which corresponds with the anticipated completion timeframe for the project.

Financial Implications:

The funding for the AMI project will be spanned over two fiscal years, and is currently reflected in the 2025-2034 Capital Improvement Plan. The portion allocated in the Capital Improvement Program for FY 2025-2026 will be part of the FY 2025-2026 budget process.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
605.3820.6419.6WA677	WATER CAPITAL	AMI	13,010,000	Y
417.3820.6419.6WA677	CAPITAL GRANTS	AMI	990,000	Y

Attachments

Agreement

Docusign Envelope ID: C146954E-CCA1-491B-A539-0E177B10A366

City Clerk Document No. _____

City Council Meeting Date: August 15, 2024

CITY OF CHANDLER SERVICES AGREEMENT
AUTOMATED METERING INFRASTRUCTURE PROJECT
CITY OF CHANDLER AGREEMENT NO. 4800

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Ferguson Enterprises, LLC, an Virginia limited liability company (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2024 (Effective Date).

RECITALS

A. City proposes to enter an agreement for the automated metering infrastructure project as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services

Docusign Envelope ID: C146954E-CCA1-491B-A539-0E177B10A366

furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

Following execution of this Agreement by City, the Contractor will immediately commence work and will complete all services described within eighteen months from the date the Contractor is notified to proceed.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed $14,000,000. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

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

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

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

SECTION V: GENERAL CONDITIONS

Docusign Envelope ID: C146954E-CCA1-491B-A539-0E177B10A366

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of such, including records used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate records. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all records.. Any such audit will be with at least sixty (60) days' prior notice, but no more frequently than once in any consecutive twelve (12)-month period and shall be limited to a one-year look back period, with actual period depending on circumstance and shall continue to remain open until all reasonable identified issues are resolved.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with

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Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. To the extent permitted by law, the Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement. Notwithstanding anything herein to the contrary, in no event shall either party be liable for any incidental, punitive, special or consequential damages hereunder, even if advised of the possibility of such.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of

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the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

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

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	**For the Contractor**
Name: Christina Pryor	Name: Thomas Otto
Title: Procurement and Supply Senior Manager	Title: Account Manager
Address: 175 S. Arizona Ave., 3rd Floor	Address: 1324 S. 3rd Street, Suite 140
Chandler, AZ 85225	Phoenix, AZ 85004
Phone: 480-782-2403	Phone: 623-734-6115
Email: christina.pryor@chandleraz.gov	Email: thomas.otto1@ferguson.com

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

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

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

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

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

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

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

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

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

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

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to

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ensure that the Contractor and subcontractors comply with the warranty under this provision.

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

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

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

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

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

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set forth in this Section constitute a material breach of this Agreement.

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

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

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through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

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

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

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

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

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

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

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

5.35 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are

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delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

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

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

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

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

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

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

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

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

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on school district properties until authorized by the District.

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

5.42 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

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

5.44 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in workmanship or materials that do not comply with this Agreement must be corrected by Contractor at no cost and expense to the City. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

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

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

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

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

FOR THE CITY	FOR THE CONTRACTOR
By: _____	By: Benjamin Ratliff
Its: Mayor	Its: Senior General Manager

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A
SCOPE OF SERVICES

PROJECT DESCRIPTION

This project will upgrade the city's metering technology from AMR to AMI and replace approximately 30,000 existing Neptune T-10 Mechanical Water Meters with Neptune MACH10 Ultrasonic Water Meters, as well as install a total of 48 Neptune Gateways strategically throughout the service area for optimized coverage. The objective of this project is to deploy a fixed network using city-owned and non-city owned sites. Targeted non-city owned sites are within the city's jurisdiction and/or will require property owner approval. For areas that will not be covered by the R900 fixed network, the data collection will be done through Neptune's FirstNet cellular services.

SCOPE OF WORK

This Scope of Work describes the roles, responsibilities, activities, workflow, and communication expectations between the working groups to ensure the successful design, gateway equipment purchase, and installation of the R900 fixed network, including meter equipment purchase (meters, endpoints, and meter boxes). The cellular service for cellular endpoints on Neptune's FirstNet is provided under the City of Chandler, Purchase Agreement, Water Meters, Agreement No. PW5-890-4794 (see AMI Cellular Subscription fee).

1. Acronyms and Definitions

Term	Definition
Vendor	Ferguson Waterworks
R900 Gateway	Neptune Fixed Network Gateways
FAA	Federal Aviation Authority
HES	Head End System

2. Project Management

a. Ferguson Waterworks will assign a Project Manager to oversee the project.
b. The Ferguson Waterworks PM will develop a detailed project plan including timelines, resource allocation, and risk management strategies. The project plan shall include an installation timeline for each of the 48 R900 Gateways.
c. The Ferguson Waterworks PM will collaboratively work with the city's project team, provide direction and assignment of tasks and activities that are required to be complete to achieve the objectives, and will provide status updates as requested.

3. General Assumptions

a. Performance is based on R900 "15" (V4) series endpoints.
b. Performance assumes correct installation of endpoint and antenna.
   - Neptune Support will conduct an audit of random meters and report findings to City.
c. City to provide network deployment schedule for Phase 1 and Phase 2.
d. Changes to requested sites and/or changes in antenna heights may result in a new propagation study with new predicted results.
e. Cellular units will require:

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- The existing R900i register to be removed and replaced with an R900i cellular or ProCoder register with Quicklok connector to accommodate R900 cellular MIU.
- Replacement of existing meter with Cellular compatible meter

4. Network Infrastructure Design, Installation, and Certification

The Vendor will perform and maintain propagation studies to inform the network design and installation plans. See Appendix for the full deployment R900 fixed network propagation. The network design and deployment will be divided into two phases.

- Phase 1 – Fifteen (15) R900 gateways. See details below about these sites.
  - Approximately fourteen (14) sites in Phase 1 will be solar powered, the remainder will be AC powered.
  - Ferguson Waterworks to provide 12 solar gateways (2 AC and 2 solar gateways already on site – 1 AC gateway to be used as back-up).
  - Work to begin upon receipt of a list of approved network sites schedule.
  - The City of Chandler will coordinate the installation of the R900 gateway at the Hamilton Tower through a separate contractor. Vendor will provide onsite support during the deployment of this gateway.
  - 15 sites are shown in the following table.

Gateway Locations:

Map	Location	Latitude	Longitude	Collector	Elev(m)	AntHgt(m)	Elev(ft)	AntHgt(ft)	Coax Type	Coax(ft)	Antenna
1	4AZCllg	33.24342	-111.78885	GPV4	383	23	1257	75	LDF4	65	MFB9155
1	4Basha	33.2217	-111.76181	GPV4	390	27	1280	90	LDF4	80	MFB9155
1	4ChndHS	33.31038	-111.84665	GPV4	369	27	1211	90	LDF4	80	MFB9155
1	4ChndPrp	33.3339	-111.85846	GPV4	368	18	1207	60	LDF4	50	MFB9155
1	4DsrtBrz	33.31101	-111.91967	GPV4	359	18	1178	60	LDF4	50	MFB9155
1	4Espee	33.32924	-111.83488	GPV4	371	23	1217	75	LDF4	65	MFB9155
1	4HamHS	33.24888	-111.84424	GPV4	370	30	1214	100	LDF4	90	MFB9155
1	4HamTwr	33.29301	-111.83213	GPV4	372	37	1220	120	AVA5	120	MFB9155
1	4Nozomi	33.2969	-111.94774	GPV4	354	23	1161	75	LDF4	66	MFB9155
1	4Paseo	33.24914	-111.82528	GPV4	375	6	1230	20	LDF4	10	MFB9155
1	4Pima	33.31399	-111.82222	GPV4	374	18	1227	60	LDF4	50	MFB9155
1	4Shawne	33.34258	-111.86582	GPV4	366	18	1201	60	LDF4	50	MFB9155
1	4Snedig	33.23752	-111.86088	GPV4	367	23	1204	75	LDF4	65	MFB9155
1	4Summit	33.35597	-111.86687	GPV4	367	20	1204	65	LDF4	55	MFB9155
1	4Valley	33.31348	-111.95903	GPV4	361	23	1184	75	LDF4	65	MFB9155

- Phase 2 – Approximately thirty-three (33) R900 gateways
  - The installation timing for phase 2 will be documented in a network deployment schedule developed by the Vendor.

For each site or group of sites, the Vendor will perform a survey and document an installation plan which provides the installation details that includes at the minimum:

- Key roles and responsibilities
- Required authorizations – FAA, site owner, etc.
- Location of gateway equipment (antenna, gateway, solar panels, cables)
- Parts required for the installation
- Permit requirements / Permitting agency
- One line layout drawings, images and/or photos

The activities and assigned responsibilities are detailed in the table below.
Legend: C = Consulted; R = Responsible

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	Responsibility	City	Vendor
1.	Provide City asset location information and provide authorization that the site has been approved.	R	C
2.	Provide a City resource to accompany technician performing site surveys.	R	C
3.	Complete and document site surveys detailing the installation plan for each site or group of sites.	C	R
4.	Review and approve documented site surveys and installation plans.	R	C
5.	Provide details on availability of electric service for the gateway (as applicable).	R	C
6.	Maintain/update propagation studies as needed.	C	R
7.	Obtain FAA authorizations for site as required.	C	R
8.	Obtain permit for site installation as needed.	C	R
9.	Deploy R900 Gateway on the Hamilton Tower including antenna, R900 cabinet, cables, fasteners, etc.	R	C
10.	Provide technical oversight and support onsite of the deployment of the R900 gateway on the Hamilton Tower.	C	R
11.	Provide access and escort to sites for installation of gateways.	R	C
12.	Complete installation of the antenna, gateway box, power, solar panel (if applicable), and install and activate cellular backhaul. a. Verify Gateway installation b. Installed in designated locations with proper housing c. Properly connected to power d. Verify antennas and coaxial cables have been installed in appropriate locations e. Perform initial Gateway configuration f. Ensure all Gateways are reporting to Neptune 360 HES	C	R
13.	Complete certification of installation after work is completed (e.g.: vis/var test, check for interference, solar panel voltage, backhaul, etc.) including the Hamiliton Tower.	C	R
14.	Provide final layout images as described in 4.1 and note any changes from the initial (pre-install) drawings, except the Hamilton Town installation.	C	R
15.	Conduct a network acceptance test to confirm the network meets the performance criteria.	R	C

5. Meter/Endpoint Installation Support

- The Vendor will provide direction on what type of meter and radio is installed and its location based on the hybrid communications network.
- The Vendor will provide technical support and provide remote and onsite troubleshooting support to resolve unresponsive endpoints. Onsite troubleshooting will be requested if needed with two week's planning time.

6. AMI Solution Training

- The Vendor will provide role – based training for Neptune's head end system Neptune

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360. Two (2) training classes will be provided. Training topics to be mutually agreed to and provided prior to the training.

- The Vendor will provide classroom and field training on the proper procedures for installing and maintaining the R900 Gateways.
- The Vendor will provide classroom and field training on the proper meter installations procedures for the AMI meters.

7. System Performance Acceptance

a. Acceptance Criteria -- Network Performance
The City's AMI network will be a hybrid network with:
- Approximately 77,400 meters covered by the R900 fixed network – 48 R900 Gateways described in Appendix A.
- Remainder or meters, approximately 9,600 meters, covered by the cellular network.

At the completion of the R900 fixed network installation, a network acceptance test will be performed, and the following criteria will be confirmed:
- 98.5% of meters reporting at least once per day to the HES.
- Interval Data – 95% of all readings taken hourly within a three (3) day period over thirty-five (35) days.
- Real time actions (e.g. on demand read) 98% successful within five (5) minutes.
- General programming and configuration – 80% successful within one (1) day and 98% within three (3) days.
- Firmware updates: 80% successful within seven (7) days and 98% within fourteen (14) days.

b. Remedy Of Performance Issues on the Fixed Network
The Vendor will have 30 days to develop a plan to remedy the performance of the AMI network. Resolution of any performance issues that are within the Vendor's control shall not exceed 90 days. If additional R900 gateways are required, any increase greater than two (2) R900 gateways will be at the cost of the Vendor. The base number of deployed gateways shall be 48 Gateways as defined by the propagation study included in Appendix A.

8. Close Out Project

a. Perform closeout procedures
- Document closeout process for final review.
- Hold closeout meeting with utility to finalize project completion.

9. Gateway Product Warranty

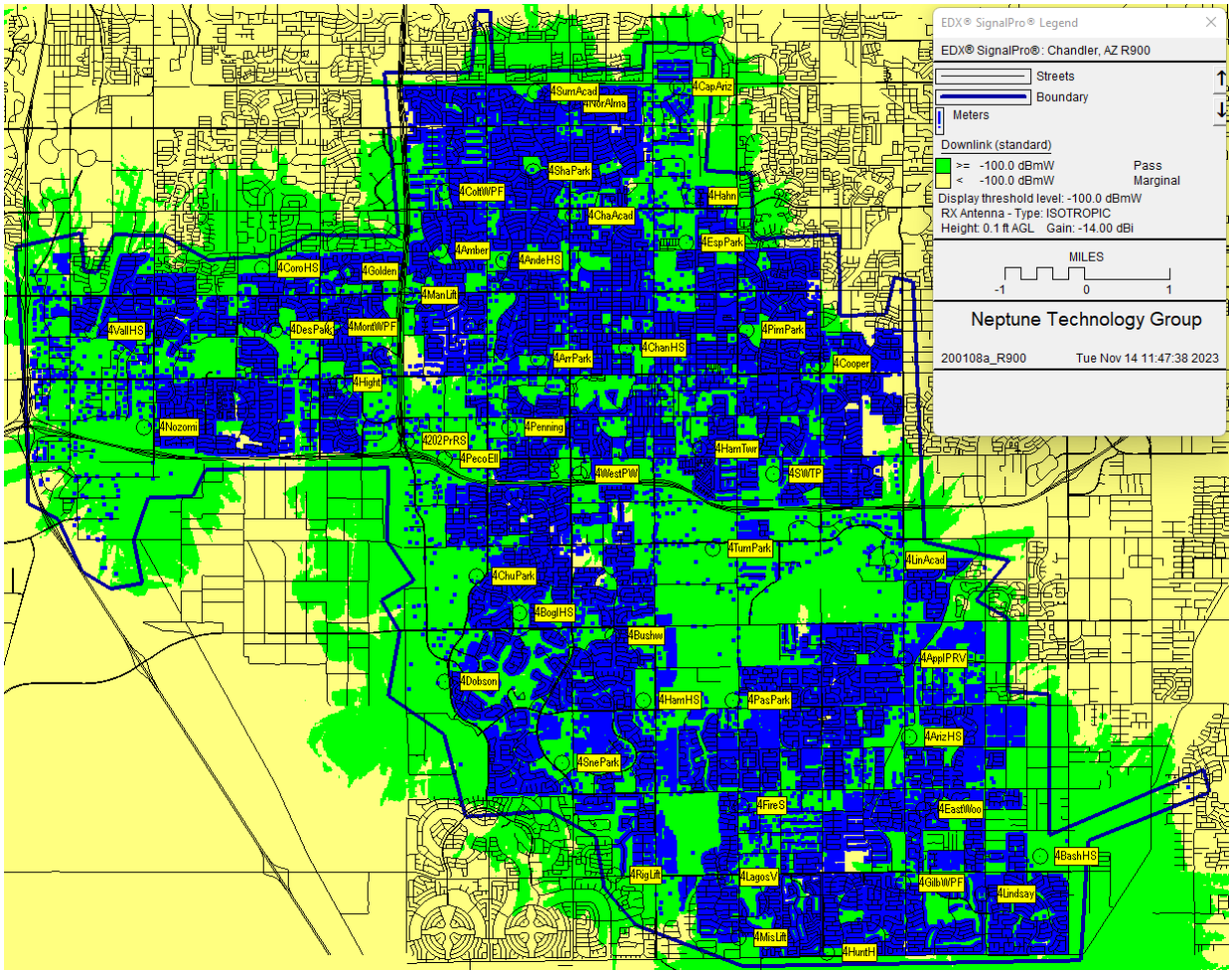
a. Provide Gateway product warranty in accordance with the R900 Gateway Warranty Statement included as Appendix B.

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APPENDIX A

Propagation Study

Map	Description	Provided Services		86,980	Geocoded Services	86,705	Area (sq Miles)	78.97
		#Coll	MIU Type	Read Type	Pass	%Pass	Pass	%Pass
1	Best Provided Assets	48	R900v4 Pit	Daily	77,154	88.98%	71.16	90.11%



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Gateway Locations in the Propagation Study

Map	Location	Latitude	Longitude	Collector	Elev(m)	AntHgt(m)	Elev(ft)	AntHgt(ft)	Coax Type	Coax(ft)	Antenna
1,3	4202PrRS	33.29452	-111.89286	GPV4	361	15	1184	50	LDF4	50	MFB9155
1,3	4Amber	33.3278	-111.88607	GPV4	364	11	1194	35	LDF4	35	MFB9155
1,3	4AndeHS	33.326	-111.87287	GPV4	366	18	1201	60	LDF4	60	MFB9155
1,3	4ApplPRV	33.25649	-111.78931	GPV4	383	11	1257	35	LDF4	35	MFB9155
1,3	4ArizHS	33.24285	-111.78839	GPV4	384	23	1260	75	LDF4	75	MFB9155
1,3	4ArrPark	33.30881	-111.86558	GPV4	367	18	1204	60	LDF4	60	MFB9155
1,3	4BashHS	33.22195	-111.76124	GPV4	390	27	1280	90	LDF4	90	MFB9155
1,3	4BoglHS	33.26453	-111.86962	GPV4	366	17	1201	55	LDF4	55	MFB9155
1,3	4CapAriz	33.35637	-111.8367	GPV4	369	11	1211	35	LDF4	35	MFB9155
1,3	4ChaAcad	33.3339	-111.85846	GPV4	368	18	1207	60	LDF4	60	MFB9155
1,3	4ChanHS	33.31076	-111.84731	GPV4	369	27	1211	90	LDF4	90	MFB9155
1,3	4ChuPark	33.27091	-111.87846	GPV4	364	20	1194	65	LDF4	65	MFB9155
1,3	4ColtWPF	33.33808	-111.88532	GPV4	364	11	1194	35	LDF4	35	MFB9155
1,3	4Cooper	33.3081	-111.80736	GPV4	377	11	1237	35	LDF4	35	MFB9155
1,3	4CoroHS	33.32458	-111.92316	GPV4	359	23	1178	75	LDF4	75	MFB9155
1,3	4DesPark	33.31394	-111.92048	GPV4	359	18	1178	60	LDF4	60	MFB9155
1,3	4Dobson	33.25254	-111.88501	GPV4	363	15	1191	50	LDF4	50	MFB9155
1,3	4EastWoo	33.23016	-111.78549	GPV4	385	11	1263	35	LDF4	35	MFB9155
1,3	4EspPark	33.32924	-111.83488	GPV4	371	23	1217	75	LDF4	75	MFB9155
1,3	4FireS	33.23075	-111.8233	GPV4	374	18	1227	60	LDF4	60	MFB9155
1,3	4GilbWPF	33.21732	-111.7897	GPV4	381	11	1251	35	LDF4	35	MFB9155
1,3	4Golden	33.324171	-111.905523	GPV4	361	11	1184	35	LDF4	35	MFB9155
1,3	4HamHS	33.2493	-111.84369	GPV4	370	30	1214	100	AVA5	100	MFB9155
1,3	4HamTwr	33.29304	-111.83211	GPV4	372	37	1220	120	AVA5	170	MFB9155

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Map	Location	Latitude	Longitude	Collector	Elev(m)	AntHgt(m)	Elev(ft)	AntHgt(ft)	Coax Type	Coax(ft)	Antenna
1,3	4Hight	33.30473	-111.9075	GPV4	363	11	1191	35	LDF4	35	MFB9155
1,3	4HuntH	33.20507	-111.80552	GPV4	378	15	1240	50	LDF4	50	MFB9155
1,3	4LagosV	33.21842	-111.82685	GPV4	374	11	1227	35	LDF4	35	MFB9155
1,3	4LinAcad	33.2737	-111.79245	GPV4	382	18	1253	60	LDF4	60	MFB9155
1,3	4Lindsay	33.215334	-111.773319	GPV4	386	18	1266	60	AVA5	110	MFB9155
1,3	4ManLift	33.32006	-111.89322	GPV4	363	11	1190	35	LDF4	35	MFB9155
1,3	4MisLift	33.20777	-111.82405	GPV4	373	11	1224	35	LDF4	35	MFB9155
1,3	4MontWPF	33.31447	-111.90835	GPV4	360	11	1181	35	LDF4	35	MFB9155
1,3	4Nozomi	33.296903	-111.94774	GPV4	354	23	1161	75	LDF4	66	MFB9155
1,3	4PasPark	33.24914	-111.82528	GPV4	375	24	1230	80	LDF4	80	MFB9155
1,3	4PecoEll	33.29139	-111.88514	GPV4	363	11	1191	35	LDF4	35	MFB9155
1,3	4Penning	33.29684	-111.87163	GPV4	366	11	1201	35	LDF4	35	MFB9155
1,3	4PimPark	33.31399	-111.82222	GPV4	374	18	1227	60	LDF4	60	MFB9155
1,3	4RigLift	33.21866	-111.84974	GPV4	368	11	1207	35	LDF4	35	MFB9155
1,3	4ShaPark	33.34172	-111.86672	GPV4	366	18	1201	60	LDF4	60	MFB9155
1,3	4SnePark	33.23821	-111.86076	GPV4	367	23	1204	75	LDF4	75	MFB9155
1,3	4SumAcad	33.35563	-111.86639	GPV4	367	20	1204	65	LDF4	65	MFB9155
1,3	4SWTP	33.288692	-111.816825	GPV4	375	15	1230	50	LDF4	30	MFB9155
1,3	4VallHS	33.31364	-111.95837	GPV4	361	23	1184	75	LDF4	75	MFB9155
1,3	4WestPW	33.28878	-111.85703	GPV4	368	11	1207	35	LDF4	35	MFB9155
1	4Bushw	33.26057	-111.85009	GPV4	369	11	1211	35	LDF4	35	MFB9155
1	4Hahn	33.33742	-111.8335	GPV4	371	15	1217	50	LDF4	50	MFB9155
1	4NorAlma	33.3535	-111.85947	GPV4	367	11	1204	35	LDF4	35	MFB9155
1	4TumPark	33.27567	-111.82925	GPV4	372	20	1220	65	LDF4	65	MFB9155

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APPENDIX B
R900 GATEWAY WARRANTY STATEMENT

R900® Gateway Warranty Statement

ARB® UTILITY MANAGEMENT SYSTEMS™

Warranty

The warranty on the R900® Gateway data collector system components is 12 months from shipment date. Warranty services provided during warranty period are:

- For a unit defective in materials or workmanship, free repair (including parts and labor), or at Neptune's discretion, replacement of the defective unit
- Return shipment of repaired product via prepaid ground service
- Toll-free assistance at Customer Support 1-800-647-4832
- These services are purchaser's exclusive remedy for warranty issues
- Repair turnaround time of 10 working days, excluding transit time

NOT included in the Warranty:

- Battery
- Cables and hardware
- Equipment damaged by abuse or negligence, or environmental damage as a fault of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- USB flash drives
- Antennas

Extended Maintenance Contract Services:

Maintenance contracts are available from your authorized Neptune Sales representative. Maintenance contract services during the extended period include:

- Free repair of unit, including parts and labor
- Return shipment of repaired product is prepaid ground service
- Free inspection and preventative maintenance
- Repair turnaround time of 10 working days, excluding transit time
- Toll-free assistance at Customer Support 1-800-647-4832

NOT included in Extended Maintenance Contract Services:

- Batteries
- Cables and miscellaneous hardware
- Equipment damaged by abuse or negligence or environmental damage as a result of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- Neptune disclaims any implied warranties, including the implied warranties of merchantability and fitness for a particular purpose
- Antennas
- USB flash drive

NEPTUNE TECHNOLOGY GROUP INC.

W R900 GATEWAY 09.14

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Repair Notes:

A Return Material Authorization (RMA) number MUST accompany all incoming repairs.
This RMA number may be obtained by calling Customer Support at 1-800-647-4832.

- Customer pays all incoming shipment charges
- All outgoing repairs are shipped ground service
- Requested Priority Overnight return shipment is paid by the customer
- Repair warranty is 90 days from shipment date
- Warranty and maintenance contract repair turnaround time of 10 working days, excluding transit time
- Non-warranty and non-maintenance contract repair turnaround time of 20 working days, excluding transit time

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ARB® UTILITY MANAGEMENT SYSTEMS™

NEPTUNE TECHNOLOGY GROUP INC.

W R900 GATEWAY 09.14

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EXHIBIT B
COMPENSATION AND FEES

Estimated Project Duration: 18 Months from Kickoff

Not-to-Exceed Total Contract Value: $14,000,000

Item	Hardware		Price
	Description		
	MRX920 Mobile Data Collector		$ 9,200.00
	Neptune Gateway (Includes 5 year extended Warranty)		$ 21,000.00
	Small Meters		
	Description		
	5/8x3/4" R900i T-10 Meter w/ Antenna		$ 243.00
	3/4" R900i T-10 Meter w/ Antenna		$ 278.00
	1" R900i T-10 Meter w/ Antenna		$ 333.00
	1 1/2" R900i T-10 Meter w/ Antenna		$ 593.00
	2" R900i T-10 Meter w/ Antenna		$ 731.00
	5/8x3/4" R900i MACH10 Meter w/ Antenna		$ 263.00
	3/4" R900i MACH10 Meter w/ Antenna		$ 312.00
	1" R900i MACH10 Meter w/ Antenna		$ 353.00
	1 1/2" R900i MACH10 Meter w/ Antenna		$ $775.00
	2" R900i MACH10 Meter w/ Antenna		$ $915.00
	Accessories		
	Description		
	6ft Antenna Assembly (thru the lid)		$ 29.00
	25ft Antenna Assembly (thru the lid)		$ 42.00
	R900i Register (any size) (W/6'Antenna)		$ 202.00
	Large Meters		
	Description		
	Size (inches)	Type	
	3x12	MACH10	$ 3,071.00
	4x14	MACH10	$ 3,890.00
	6x18	MACH10	$ 6,506.00
	8x20	MACH10	$ 10,278.00
	10x26	MACH10	$ 13,037.00
	Price structure for incidental parts and service		
	25% discount off Ferguson List Price for all Waterworks and Labor items		
	25% Discount off Neptune List price		
	$3 per meter credit for scrap		
	Cellular Meter Pricing		

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Item	Hardware		Price
	Ultrasonic Water Meter, 5/8" with Potted Cellular Radio	ea	$287.00
	Ultrasonic Water Meter, 3/4" with Potted Cellular Radio	ea	$337.00
	Ultrasonic Water Meter, 1" with Potted Cellular Radio	ea	$360.00
	Ultrasonic Water Meter, 1-1/2" with Potted Cellular Radio	ea	$850.00
	Ultrasonic Water Meter, 2" with Potted Cellular Radio	ea	$1,000.00
	Ultrasonic Water Meter, 3" with Potted Cellular Radio	ea	$3,197.75
	Ultrasonic Water Meter, 4" with Potted Cellular Radio	ea	$4,085.75
	Ultrasonic Water Meter, 6" with Potted Cellular Radio	ea	$6,809.75
	Ultrasonic Water Meter, 8" with Potted Cellular Radio	ea	$10,417.25
	Ultrasonic Water Meter, 10" with Potted Cellular Radio	ea	$12,979.25
	Additional Pricing		
	R900 Gateway installation (Labor)	ea	$12,000.00

1	AMI Cell: $7.00/meter/year
2	AMI Gateway: $2.53/meter/year

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EXHIBIT C
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms that meet the requirements specified. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

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

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form*. Contractor must maintain "occurrence"

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

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and reviewed by the City.

1. The Contractor's insurance must contain broad form contractual liability coverage.

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

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6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three-year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured*. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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EXHIBIT D
SPECIAL CONDITIONS

BUILD AMERICA, BUY AMERICA (2 CFR 184)

None of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.

BYRD ANTI-LOBBYING CERTIFICATION (31 U.S.C. 1352)

In all contracts in excess of $100,000 the Contractor hereby certifies, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
b. Each Contractor tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization or influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
c. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Such disclosures are forwarded from tier to tier up to the non-Federal award.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.

Applicable to all contracts in excess of $150,000. The Contractor will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the City, the U.S. Department of Housing and Urban Development, and the San Francisco Regional Office of the Environmental Protection Agency (EPA).

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, labor surplus area, and other disadvantaged business enterprise firms (DBE), as described by Public Law 102-389 (42 U.S.C. 4370d) or as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note) are used when possible.
b. Affirmative steps must include:
    1. Placing qualified DBEs on solicitation lists;

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2. Assuring that DBEs are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by DBEs;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
6. Contracting with a consortium of DBEs when possible if a contract is too large for one firm to handle individually; and
7. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (6) of this section.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).
The Contractor will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic pay rate for all hours worked in excess of 40 hours in the work week. The provisions of 40 U.S.C. 3704 are applicable to construction and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).
A contract award must not be made to parties listed on the government wide Excluded Parties List System (EPLS) in SAM, in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The EPLS in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The City may, by written notice to the Contractor, immediately terminate this Contract if the City determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor must immediately notify the City. Contractors must not make any award or permit any award (sub-recipient or vendor) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

The Contractor certifies to the best of its knowledge and belief, that is and its sub-contractors:
a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

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b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

DISADVANTAGED BUSINESS PROGRAM

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legally available remedies.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Contractor will comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Contractor must have an active registration and Unique Entity Identifier in SAM in accordance with 2 CFR part 25, including appendix A. The Contractor will also comply with the provisions of FFATA which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

PREFERENCE FOR DOMESTIC PROCUREMENT.

Pursuant to 2 C.F.R. 200.322, to the greatest extent practicable, Contractor will purchase, acquire, or use goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products).

PROCUREMENT OF RECOVERED MATERIALS.

a. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor must procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable time period; (2) fail to meet reasonable performance standards, which will be determined the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item, or (3) are only available at an unreasonable price.
b. Paragraph (a) of this clause will apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under

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a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT.

Contractor is prohibited from obligating or expending funds to (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract to procure or obtain equipment, services or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and such other entities described in 2 C.F.R. 200.216.

TERMINATION for Default and for CONVENIENCE:

(a) The City may terminate this contract in whole, or from time to time in part, for the City's convenience or the failure of the Contractor to fulfill the contract obligations (default). The City will terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor must: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.
(b) If the termination is for the convenience of the City, the City will be liable only for payment for services rendered before the effective date of the termination.
(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the City may (1) require Contractor to deliver to it, in the manner and to the extent directed by the City, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor will be liable for any additional cost incurred by the City; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the City by the Contractor. In the event of termination for cause/default, the City will be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute will be decided by the Contracting Officer.

COMPLIANCE WITH LAWS.

The Contractor shall comply with applicable requirements of all other federal laws, executive orders, regulations, and public policies governing federally assisted contract including, but not limited to:

(a) National Environmental Policy Act of 1969, as amended, 42 U.S.C. § 4321 et seq.;
(b) Civil Actions for False Claims Act, 31 U.S.C. § 3730;
(c) False Claims Act, 31 U.S.C. § 3729, 18 U.S.C. §§ 287 and 1001;
(d) Program Fraud and Civil Remedies Act, 31 U.S.C. § 3801 et seq.;
(e) Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.;
(f) Title VIII of the Civil Rights Act of 1968, 42 U.S.C. § 3601 et seq.;
(g) Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794; and.
(h) Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq.

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PROHIBITION ON HUMAN TRAFFICKING.

The Contractor shall comply with Section 106 of the Victims of Trafficking and Violence Protection Act of 2000 and shall not:

a. engage in severe forms of trafficking in persons;
b. procure a commercial sex act; or
c. use forced labor in the performance of the Contract.

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV 2023):

a. This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 and FAR 3.900 through 3.905.
b. The Contractor must inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section FAR 3.900 through 3.905.
c. The Contractor will insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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DISCLOSURE OF LOBBYING ACTIVITIES

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

_____

CERTIFIED BY: (type or print)

_____

TITLE:

_____ _____

(signature) (date)

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. CP25-014

Date: September 12, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Daniel Haskins, Capital Projects Manager
Subject: Job Order Project Agreement No. WA2403.401, with WaCo, LLC, dba WaCo Contracting, Pursuant to Job Order Master Agreement No. JOC2418.401, for the Small Water Valve Replacements

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Proposed Motion:

Move City Council award Job Order Project Agreement No. WA2403.401, to WaCo, LLC, dba WaCo Contracting, pursuant to Job Order Master Agreement No. JOC2418.401, for the Small Water Valve Replacements, in an amount not to exceed $1,800,847.17.

Background/Discussion:

The Public Works & Utilities Department administers an ongoing water valve replacement program to evaluate aging water infrastructure and identify high priority valves in need of replacement. The replacement of broken valves in the city's water distribution system reduces the time to shut down a water main during water emergencies and minimizes water loss and damage to surrounding infrastructure and personal property.

The project scope of work consists of replacing 42 valves in the potable distribution system, ranging in size from six to sixteen inches in various locations. Affected residents and businesses will receive prior notification of any planned water outages. The agreement completion time is 365 calendar days following Notice to Proceed.

A related Professional Services Agreement with Sunrise Engineering, Inc., for the Small Water Valve Replacements, is also scheduled for this City Council meeting.

Evaluation:

The selection process was conducted in accordance with city policy and procedure and state law. The costs proposed for this project have been evaluated by staff and determined to be reasonable.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
601.3820.6210.0000.6WA023	Water Bond	Main & Valve Replacement	$1,800,847.17	Y

Attachments

Agreement

CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT

Small Valve Replacement

Project No. WA2403.401
Council Date: August 15, 2024

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this _____ day of _____ 2024, ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and **WaCo LLC dba WaCo Contracting**, an Arizona limited liability company, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC2418.401 ("JOC Master Agreement"). City and JOC Contractor may be referred to individually as "Party" or collectively as "Parties").

City and JOC Contractor, in consideration of the mutual covenants herein set forth, agree as follows:

RECITALS

A. On or about March 8, 2024, the Parties entered into the JOC Master Agreement, which terms and conditions are made a part of and incorporated into this Job Order Project Agreement by this reference.

B. City proposes to engage JOC Contractor for construction services as more fully described in **Exhibit "A"**, which is attached to and made a part of this Job Order by this reference.

C. JOC Contractor is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

ARTICLE 1. DESCRIPTION OF WORK

The Parties enter into this Job Order Project Agreement for the **Small Valve Replacement**, Project Number **WA2403.401**. The scope of work consists of replacement of 42 valves in the potable distribution system, ranging in size from 6-inches to 16-inches in various locations, all as more particularly set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

The JOC Contractor will not accept any change of scope, or change in Agreement provisions, unless issued in writing, as a Agreement amendment or change order and signed by the authorized signatories for each party.

Performance and Payment Bonds, as set forth in **Exhibit "C"** and **Exhibit "D"** respectively attached hereto and incorporated herein by reference, will be due prior to execution of each Job Order Project Agreement in the full amount of each Job Order.

At project completion, JOC Contractor must complete Contractor's Affidavit Regarding Settlement of Claims and Certificate of Completion, as set forth in **Exhibit "E"** and **Exhibit "F"** respectively attached hereto and incorporated herein by reference.

ARTICLE 2. PROJECT PRICE

City will pay JOC Contractor for completion of the Work in accordance with the JOC Master Agreement a fee not to exceed the Guaranteed Maximum Price of **$1,800,847.17** Dollars determined and payable as set forth in JOC Master Agreement and **Exhibit "B"** attached hereto and made a part hereof by reference.

ARTICLE 3. AGREEMENT TIME & SCHEDULE

JOC Contractor agrees to complete all Construction within **365** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. JOB ORDER CONTACTS

The following parties serve in the capacity below for this Job Order Project.

CITY:	Construction Project Manager: Russ Slotnick	
	Phone:	480-782-3411
	Email:	russ.slotnick@chandleraz.gov
JOC CONTRACTOR:	WaCo LLC dba WaCo Contracting	
	3250 S. 35th Ave., Phoenix, AZ 85009	
	JOC Contractor Representative: Chad Watkins	
	Phone:	602-753-0373
	Email:	chad@wacoaz.com

ARTICLE 5. FORCED LABOR OF ETHNIC UYGHURS PROHIBITED

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

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Job Order as of the Effective Date.

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"JOC CONTRACTOR"
WACO LLC DBA WACO CONTRACTING

7/19/24

Signature Date

Chad Watkins
Print Name

Manager
Title

chad@wacoaz.com
Signer Email Address

EXHIBIT A
SCOPE OF WORK

WaCo Contracting - 2024 Small Valve Replacements List 1

Customer	City of Chandler	Job Name :	Small Valve Replacements
Attention:	Russ Slotnick	Date:	7/16/2024
Contract:	WA2403.401	Revision:	1

Job Location: Citywide

NOTES:

1-4) Price as listed is for replacement of 6" - 16" valves. Includes excavation, shoring, plating, materials, and backfill. Asphalt/concrete restoration will be charged additional per bid item, and traffic control/police officer will be charged at allowance. Coordination with customers for shutdown included, but extensive notification that requires outside PIO may result in additional costs.

5) Price for excavation, installation of line stop, and backfill. Include one day rental on linestop equipment, additional days will incur additional charges. Linestops require specific conditions and will need to be verified ahead of time and alternatives considered.

6) Includes asphalt replacement and concrete valve adjustment per City of Chandler, MAG, and project details. Assumes TYP restoration scenarios. Patches over 30 SY will incur additioanl costs.

7) Concrete Collar per COC detail C-317, unpaved areas. Note: Numerous valves are just back of sidewalk and field conditions will determine whether sidewalk needs to be removed. If sidewalk is replaced than collar will be done under minimum concrete charge, and this line item will not be charged. This charge will incur when concrete crew returns for C-317 collar only.

8) Minimum concrete charge. Typical for sidewalk replacements, curb and gutter, etc. Over 150 SF may incur additional charges.

9) Concrete charge for extended concrete repairs requiring additional forming and handwork. Numerous locations will require the demo and replacement of a portion of an ADA ramp and this line item is TYP to those repairs.

10) Includes full ADA ramp replacement.

11) Charge for standalone raise to grade - Bag Mix.

12) Valve #44 will need to be performed at TM basis due to unknown scope of work. Additional time and material allowance money proposed for change in field conditions.

13) Traffic control and off-duty police charged at invoice. Prices shown are estimates based off field conditions but subject to change.

14-17) Items listed may be installed based off field conditions.

Assumptions/Inclusions/Exclusions

1) Survey /Asbuilts excluded.

2) Assumed waterline depths: 16" (6 feet), 12" (6 feet), 8" (4 feet), 6" (4 feet), 4" (4 feet). Depths beyond assumptions may result in additional costs.

3) Typical Landscape restoration is included at valves located in landscape. Major restoration (hardscape, large plants) may be charged at time and materials.

4) Survey / As-Builts are excluded.

5) One project sign is included in this proposal.

6) Crack seal is included in paved areas.

7) Pricing includes self-performed public outreach. Allowance is for 3rd party public outreach if necessary.

8) All shutdowns to be performed by COC. Shutdown can be up to 10 GPM leakyby. Beyond that would need to be verified.

9) Typical work hours Mon - Fri 7a-4pm. Off hours will be avoided and only performed if absolutely neccesary to minimize customer impact.

We propose to furnish labor, equipment, and materials - complete in accordance with the plans and specifications supplied to us for the above mentioned project. All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the proposed estimate.

EXHIBIT B
FEE SCHEDULE

WaCo Contracting - 2024 Small Valve Replacements List 1

Customer	City of Chandler	Job Name :	Small Valve Replacements
Attention:	Russ Slotnick	Date:	7/16/2024
Contract:	WA2403.401	Revision:	1

Job Location: Citywide

Task	Task	Note	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Remove and Replace 6" Valve	See Details Below	10.00	EA	$14,500.00	$145,000.00
2	Remove and Replace 8" Valve	See Details Below	17.00	EA	$15,500.00	$263,500.00
3	Remove and Replace 12" Valve	See Details Below	14.00	EA	$22,500.00	$315,000.00
4	Remove and Replace 16" Valve	See Details Below	1.00	EA	$35,000.00	$35,000.00
5	16" Line Stop	See Details Below	1.00	EA	$38,000.00	$38,000.00
6	Asphalt Replacement With Concrete Valve Adjustment	See Details Below	13.00	EA	$4,500.00	$58,500.00
7	Landscape Valve Adjustment	See Details Below	6.00	EA	$1,500.00	$9,000.00
8	Concrete Minimum	See Details Below	12.00	EA	$3,000.00	$36,000.00
9	Extended Concrete, Partial ADA Ramp, Driveway, etc.	See Details Below	11.00	EA	$5,000.00	$55,000.00
10	Full ADA Ramp	See Details Below	2.00	EA	$12,500.00	$25,000.00
11	Locate and Adjust Valve to Grade - Standalone	See Details Below	3.00	EA	$1,750.00	$5,250.00
Valve Tasks Subtotal						**$985,250.00**
Allowance Items						
Task #	**Task**	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
12	Allowance for Extra Work Time and Materials	See Details Below	1.00	AL	$100,000.00	$100,000.00
13	Traffic Control and Off Duty Police as Required	As needed. At invoice price.	1.00	AL	$172,850.00	$172,850.00
14	6" Permaseal	As needed.	1.00	EA	$30,000.00	$30,000.00
15	8" Permaseal	As needed.	1.00	EA	$31,500.00	$31,500.00
16	12" Permaseal	As needed.	2.00	EA	$47,000.00	$94,000.00
17	16" Hydrastop Line Valve	As needed.	1.00	EA	$50,000.00	$50,000.00
SUBTOTAL AllOWANCE COSTS						**$478,350.00**
SUBTOTAL ALL COSTS						**$1,463,600.00**
Overhead and Profit (Coefficient)					9%	$ 131,724.00
Total (Negotiated Prices + Overhead and Profit)						**$1,595,324.00**
Insurance, Bond Taxes						
Insurance					0.47%	$ 7,498.02
Payment and Performance Bond					1.00%	$ 15,953.24
Total Taxable (Negotiated Prices + Coefficient + Insurance+Payment and Performance Bond)						$1,618,775.26
Sales Tax %*					5.07%	$ 82,071.91
Combined Totals						$ 1,700,847.17
City's Allowance						$ 100,000.00
TOTAL JOB ORDER						**$ 1,800,847.17**

				Remove and Replace 6" Valve	Remove and Replace 8" Valve	Remove and Replace 12" Valve	Remove and Replace 16" Valve	16" Line Stop	Landscape Valve Adjustment	Concrete Minimum Driveway, etc.	Extended Concrete, Partial ADA Ramp	Full ADA Ramp - Standalone	Asphalt Replacement With Concrete	Locate and Adjust Valve to Grade	Allowance for Extra Work (Time and Materials)	Barricade Cost (Allowance)	6" Permaseal	8" Permaseal	12" Permaseal	16" Hydrastop Line Valve	Total Cost
		ITEM NO		1	2	3	4	5	6	7	8	9	10	11	12	13	6	7	8	9	
		UNITS		EA	EA	EA	0														
ADDRESS/LOCATION	WaCo #	EID NUMBER	QS #																		
601 W Mcnair	1	713000858.00	4-54	1							1					$ 650.00					$18,150.00
1720 W Loughlin dr	2	713001804.00	5-51	1							1					$ 650.00					$18,150.00
1530 W Cheyenne	3	713001748.00	5-51	1							1					$ 650.00					$18,150.00
1524 W Mesquite	4	713001874.00	5-51	1								1				$ 650.00					$20,150.00
1712 W Barrow Dr	5	713001848.00	5-51	1							1					$ 650.00					$18,150.00
1413 E Sheffield	6	713006154.00	8-58	1								1				$ 3,500.00					$23,000.00
4502 W. Gary Dr.	7	713010702.00	9-43	1						1						$ 650.00					$16,650.00
4160 W. ray Rd.	8	713004873.00	8-46	1					1							$ 5,000.00					$24,000.00
1736 W. Elliot	9	713007262.00	8-46	1									1			$ 5,000.00					$32,000.00
3400 N Alma School Rd	10	713002380.00	5-51		1				1												$20,000.00
3400 N Commanche Cr	11	713000011.00	4-52		1					1						$ 3,500.00					$20,500.00
3400 N Alma School Rd	12	713130050.00	4-52		1				1												$20,000.00
3400 N Alma School Rd	13	713000017.00	4-52		1							1									$20,500.00
1200 W Palo Verde	14	713000016.00	4-52		1						1					$ 650.00					$19,150.00
5848 W Harrison St	15	713001666.00	5-52		1							1				$ 650.00					$21,150.00
5768 W Del Rio St	16	713009021.00	9-43		1						1					$ 3,500.00					$22,000.00
127 S Weber Rd	17	713009073.00	9-43		1						1					$ 1,500.00					$20,000.00
7407 W Boston	18	713014222.00	11-40		1						1					$ 1,500.00					$20,000.00
110 S 54TH ST	19	713014202.00	11-40		1				1							$ 1,500.00					$21,500.00
4504 W. Gail Dr.	20	713014245.00	11-40		1							1				$ 3,500.00					$24,000.00
2602 N. Alma School Rd.	21	713004858.00	8-46		1					1						$ 5,000.00					$22,000.00
2331 N. Comanche Dr.	22	713002042.00	5-53		1								1			$ 5,000.00					$33,000.00
2716 N. Dobson Rd.	23	713002396.00	5-52		1					1						$ 5,000.00					$22,000.00
2000 N. Villas Lane	24	713020644.00	5-50		1				1							$ 5,000.00					$25,000.00
2000 N. Pennington Dr.	25	713003652.00	6-51		1				1							$ 3,500.00					$23,500.00
1216 W. Warner Rd.	26	713003649.00	6-51		1				1							$ 3,500.00					$23,500.00
927 W Sycamore Pl	27	713003643.00	6-52			1				1						$ 5,000.00					$29,000.00
6605 W Chandler BLVD	28	713130723.00	6-51			1			1							$ 5,000.00					$32,000.00
116 N Terrace	29	713130724.00	6-51			1			1		1					$ 3,500.00					$33,500.00
111 S Galaxy	30	713130729.00	6-51			1				1						$ 650.00					$24,650.00
1155 W Chandler Blvd	31	713000323.00	4-53			1						1				$ 3,500.00					$31,000.00
831 E Cindy St	32	713011744.00	11-41			1					1					$ 3,500.00					$29,000.00
350 S Alma School Rd	33	713011264.00	11-45			1					1					$ 5,000.00					$30,500.00
4500 W. Ray Rd.	34	713011704.00	11-46			1						1				$ 5,000.00					$32,500.00
1401 N. McClintock Dr.	35	713012408.00	11-52			1					1					$ 5,000.00					$30,500.00
1312 W Alamo Drive	36	713011131.00	11-56			1						1				$ 5,000.00					$32,500.00
2911 N. Pennington Dr.	37	713058536.00	12-53			1						1				$ 5,000.00					$32,500.00
2912 N. Pennington Dr. N	38	713015037.00	13-51			1						1				$ 5,000.00					$32,500.00
2001 N. Arrowhead Dr.	39	713007249.00	8-46			1			1							$ 5,000.00					$32,000.00
1776 E Sheffield	40	713004894.00	8-46			1			1			1				$ 5,000.00					$37,000.00
1517 W Kesler ln	41	713002391.00	5-52						1							$ 5,000.00				1	$56,500.00
895 E. Chandler Blvd.	42	713002383.00	5-51	1					1							$ 5,000.00					$24,000.00
E Chandler Blvd & N Mcqueen	43	713027000.00	5-51				1	1								$ 15,000.00					$88,000.00
S McQueen E Pecos	44	713003646.00	6-52												$ 50,000.00	$ 20,000.00					$70,000.00
2005 N Dobson	45	713006139.00	8-58											1		$ 2,000.00					$3,750.00
2005 N Dobson	46	713056379.00	10-56											1		$ 2,000.00					$3,750.00
2005 N Dobson	47	713009663.00	12-56											1		$ 2,000.00					$3,750.00
6" Permaseal (as needed)																	1				$30,000.00
8" Permaseal (as needed)																		1			$31,500.00
12" Permaseal (as needed)																			1		$47,000.00
16" Hydrastop (as needed)																				1	$50,000.00
Allowance for Extra Work (TM) Additional															$ 50,000.00						$50,000.00
Totals				10	17	14	1	1	13	6	12	11	2	3	$ 100,000.00	172850	1	1	2	1	$1,463,600.00

Quotation

Date 6/13/2024

ARIZONA TAP MASTER
5156 W. Olive Ave., #273
Glendale, AZ 85302
Phone (623) 776-3132 Fax (623) 776-3083
ROC 257708

Quotation #
Customer ID

Quotation For:
Chad Watkins
Waco
Address
City, State, Zip
Phone:
Cell: 602-390-7574
Email: chad@wacoaz.com

Quotation valid until: 7/13/2024
Prepared by: Matt Nuss

Comments or Special Instructions: All work to be completed on straight time during normal business hours. Prevailing wage rates not applied. Materials do not meet AIS standards.

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
Matt Nuss	Required				Net 30

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	16" Line stop on DIP. (DOM) Line stop to be inline for one day. Each additional day will be billed at $1,500.00 per day. TMI to supply: Line stop fitting, double strap 16" x 2" saddle, corp, for blow down / equalization, install, pressure test, hot taps, line stop, equipment and labor. Customer to supply: Please read all below. Jobsite: PHX Valley	19109.56	19,109.56
		SUBTOTAL	$ 19,109.56
		0.0000%	$ -
		TOTAL	**$ 19,109.56**

If you have any questions concerning this quotation, contact Don Hardin
Phone: (623) 776-3132 - E-mail: azhottaps@gmail.com
THANK YOU FOR YOUR BUSINESS!

Quotation

Date 6/13/2024

ARIZONA TAP MASTER
5156 W. Olive Ave., #273
Glendale, AZ 85302
Phone (623) 776-3132 Fax (623) 776-3083
ROC 257708

Quotation #
Customer ID

Quotation For:
Chad Watkins
Waco
Address
City, State, Zip
Phone:
Cell: 602-390-7574
Email: chad@wacoaz.com

Quotation valid until: 7/13/2024
Prepared by: Matt Nuss

Comments or Special Instructions: All work to be completed on straight time during normal business hours. Prevailing wage rates not applied. Valves do not meet AIS standards.

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
Matt Nuss	Required				Net 30

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	6" Mueller Perma Seal on PVC, DIP, ACP, CIP.	14022.45	14,022.45
1	8" Mueller Perma Seal on PVC, DIP, ACP, CIP.	16150.40	16,150.40
1	12" Mueller Perma Seal on PVC, DIP, ACP, CIP.	30210.16	30,210.16
1	16" Hydra Stop IV 250 on PVC, DIP, ACP, CIP.	32000.00	32,000.00
	Out of town trip charges not included.		
	Jobsite:		
		SUBTOTAL	$ 92,383.01
		0.0000%	$ -
		TOTAL	**$ 92,383.01**

If you have any questions concerning this quotation, contact Don Hardin
Phone: (623) 776-3132 - E-mail: azhottaps@gmail.com
THANK YOU FOR YOUR BUSINESS!

P1 Paving and Construction

P1 Paving and Construction LLC.
8550 n 91st ave, Suite 65
Peoria AZ, 85383
P1Paving.com

To: CHAD WATKINS	Matt Tormey
Company: WACO CONTRACTING	602-359-1393
Address: CHANDLER GENERAL	Matt@p1paving.com
Project: CHANDLER RESTORATION	

	Item Description	Quantity	Unit		Total price
1	saw cut minimum - includes up to 250 feet of 4" depth AC or 125 feet of 4" CC	1	EA	$320	$320.00
2	Asphalt replacement with Concrete valve adjustment Includes 80 SF @ 4" depth or less - tack and crack seal. Additional footage to be billed at $6.50 / SF Additional depth to be billed at $1.25 / SF	13	EA	$4,500	$58,500.00
3	Landscape valve adjustment	6	EA	$1,500	$9,000.00
4	Concrete minimum mobilization - Based on mimimum order quantity (3 yards) Includes up to 225 SF of 4" depth concrete	12	EA	$3,300	$39,600.00
5	Extended concrete, Partial ADA Ramp, Driveway etc. (based on 5 yards) Includes up to 325 SF of 5" depth concrete - does not include truncated domes Additional footage to be billed at $15 / SF	11	EA	$5,000	$55,000.00
6	Full ADA Ramp Includes truncated domes and up to 540 SF of 6" depth Concrete Additional footage to be billed at $15 / SF	2	EA	$12,500	$25,000.00
7	Locate and Adjust vale to grade - standalone	3	EA	$1,750	$5,250.00
	Total Bid Price:				**$192,670.00**

- Final invoice will be for the above quantity, if quantity is reduced P1 Paving must be notified and will need to re-bid
- Should the actual asphalt thickness exceed the asphalt thickness included in this proposal, the owner will be responsible for additional costs
- Final quantitys greater than the above proposal will be billed at the same unit price
- **Saw cutting is NOT included unless specifically stated in the above proposal**
- Price is based on water being available on-site
- Any pre-existing ADA compliance issues are excluded
- Work performed on weekends WILL incur additional costs unless specifically stated in proposal
- P1 Paving is not responsible for ponding water where the grade is less than 2%
- P1 Paving is not responsible for pedestrian / bicycle / any traffic that travels through fresh concrete
- P1 Paving is not responsible for any utility lines that could be damaged through normal work
- Overlay projects are subject to reflective cracking and are not warrantied
- This proposal is valid for 30 days from submittal. After 30 days all proposals must be reviewed by P1 Paving and Construction

ACCEPTED:

The above prices and scope of work are accepted

Buyer: _____

Signature: _____

Date:

CONFIRMED:

P1 PAVING AND CONSTRUCTION, LLC.

Matt Tormey

Signature: _____

Date: 6/25/2024

Gonzalez Asphalt Inc.
3001 W Lincoln, Phoenix, AZ 85009
Tel 623-594-2245 Fax 623-243-6429
Estimating@gonzalezasphalt.com (Robert)
tony.rose@gonzalezasphalt.com (Tony)

GONZALEZ ASPHALT INC

Project Name:	**Gonzalez Asphalt (general pricing)**	**Proposal #**	**2023-503**
Project Location:	**Various Locations**	**Date:**	**5/30/2024**
	Phoenix AZ		

Line Item #	Description of work	UNIT	Quantity	Unit Price	Total Price
1	Sidewalk (up to 5" depth)	SF	1	14.00	14.00
2	ADA Ramps (single type)(No Aprons)	EA	1	5,650.00	5,645.00
	Ramp approx 150SF	SF	150	22.00	3,300.00
	Back Curb Avg 15 LF	LF	15	29.00	435.00
	Curb/gutter Avg 30LF	LF	30	42.00	1,260.00
	Domes	SF	10	65.00	650.00
3	ADA ramps (dual)	EA	1	11,300.00	10,725.00
	Ramp approx 300SF	SF	300	22.00	6,600.00
	Back Curb Avg 25 LF	LF	25	29.00	725.00
	Curb/gutter Avg 50LF	LF	50	42.00	2,100.00
	Domes	SF	10	65.00	650.00
4	Concrete Aprons/driveways (up to 9" depth)	SF	1	22.00	22.00
5	Concrete Curb	LF	1	42.00	42.00
6	Concrete placement per 1 inch depth	SF	1	2.00	2.00
Note:	Minimum Concrete Trip Charge $2500				
Asphalt Work	Bore Pit Patching (up to 4" depth)	SF	1	9.00	9.00
	Pothole Patching (2x2)	EA	1	200.00	200.00
	Asphalt Patching	SF	1	9.00	9.00
	Asphalt patching Per 1 inch depth	SF	1	1.25	1.25
Note:	Minimum Asphalt Trip Charge $2000				
	Weekend / Night Overtime Rate	Day	1	1,000.00	1,000.00
	Plant opening Fee	EA	1	2,000.00	2,000.00
	Relocation charge (Same project only)	EA	1	500.00	500.00
	(Same area up to 1 mile radius)				
	(areas greater than 1 mile in distance will be billed as a separate Minimum)				
Note:	**Traffic control will be quoted on per project basis if needed**				

FULLERFORM
SINCE 1947

Fullerform Systems Inc.
24 East Pioneer St.
PHOENIX, AZ 85040
Phone (602) 268-5701

Quotation

EXPIRATION DATE	QUOTE NUMBER
07/12/2024	S100040140

Fullerform Systems Inc.
24 East Pioneer St.
PHOENIX, AZ 85040
Phone (602) 268-5701

QUOTE TO:

WACO CONTRACTING
3250 S 35TH AVE
PHOENIX, AZ 85009

SHIP TO:

WACO CONTRACTING
3250 S 35TH AVE
PHOENIX, AZ 85009

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
371	City of Chandler Valve Replace		JJ PARKINSON

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
LINDSAY VIKER		Net 30 Days	06/12/2024	No

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	6" MJ X MJ GATE VALVE 2506-1 NRS W/ 2" OP NUT ||	918.624/ea	918.62
2ea	SGDP06 / 113829 6" DIP STARGRIP SERIES 3000 / TYLER SERIES 1000 TUFGRIP	34.472/ea	68.94
2ea	MJBGAS06 6" MEGA LUG GASKET & BOLT KIT	24.516/ea	49.03
18ft	6TJ350 6" TJ DIP CL350 || 6DIP350	27.807/ft	500.52
2ea	MACRO-6" / 260-0760831 6" TWO-BOLT WIDE RANGE COUP 6.60"-7.60"OD --	469.674/ea	939.35
1ea	8" MJ X MJ GATE VALVE 2508-1 NRS W/ 2" OP NUT ||	1461.746/ea	1461.75
2ea	SGDP08 / 113836 8" DIP STARGRIP SERIES 3000 / TYLER SERIES 1000 TUFGRIP	51.803/ea	103.61
2ea	MJBGAS08 8" MEGA LUG GASKET & BOLT KIT	27.581/ea	55.16
18ft	8TJ350 8" TJ DIP CL350 || 8DIP350	36.614/ft	659.05
2ea	MACRO-8" / 260-0975831 8" TWO-BOLT WIDE RANGE COUP 8.60"-9.75"OD --	531.861/ea	1063.72
1ea	12" MJ X MJ GATE VALVE 2512-1 NRS W/ 2" OP NUT ||	2883.694/ea	2883.69
2ea	SGDP12 / 113850 12" DIP STARGRIP SERIES 3000 / TYLER SERIES 1000 TUFGRIP	111.865/ea	223.73
2ea	MJBGAS12 12" MEGA LUG GASKET & BOLT KIT	38.000/ea	76.00

** Continued on Next Page **

FULLERFORM
SINCE 1947

Quotation

EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
07/12/2024	S100040140	2 of 2

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
18ft	12TJ350 12" TJ DIP CL350 || 12DIP350	56.102/ft	1009.84
2ea	MACRO-12" / 260-1380831 12" TWO-BOLT WIDE RANGE COUP 12.70"-13.80"OD --	809.696/ea	1619.39
1ea	2516-1 MxM 16" MJ X MJ GATE VALVE 2516-1 NRS W/ 2" OP NUT	8323.699/ea	8323.70
2ea	SGDP16 / 113874 16" DIP STARGRIP SERIES 3000 / TYLER SERIES 1000 TUFGRIP	211.918/ea	423.84
2ea	MJBGAS16 16" MEGA LUG GASKET & BOLT KIT	60.065/ea	120.13
18ft	16TJ350 16" TJ DIP CL350 || 16DIP350	90.796/ft	1634.32
2ea	MACRO-16" / 260-19201920851 16" TWO-BOLT WIDE RANGE COUP 17.10" - 19.20" Non Return / Non Cancellable --	2218.323/ea	4436.65
1ea	VB-BOT-24" 562A 24" VALVE BOX BOTTOM	77.333/ea	77.33
1ea	VB-TOP-16" 562A/564A 16" VALVE BOX TOP	77.333/ea	77.33
1ea	VB-LID-LV 562A/564A VALVE BOX LID LONG VANES (4" VANES LAS VEGAS / AVONDALE)	44.667/ea	44.67
1ea	DC457-BLUE BLUE 562A DEBRIS CAP	70.000/ea	70.00

*ALL PRODUCTS WILL BE PRICED IN EFFECT AT TIME OF SHIPMENT.
*DUE TO SUPPLY CHAIN PRICE INCREASES.

Subtotal	26840.37
S&H Charges	0.00
Estimated Tax	0.00
Amount Due	26840.37

Bullway Barricades Company LLC					
DBA Gonzalez Traffic					
SBE, DBE, & WBE Certified					
Date: 6/13/2024					
Discription: Traffic Control Service					
Contractor: WaCo Contracting					
Project Name: City of Chandler Range of Magnitude					
Project Location: Various City of Chandler					
Duration: Various					
#1 McNiel St and Chilton St		**Amount**	**Tax**	**Total**	
5 Days	Residential	$593.50	$51.04	$644.54	
#2 Chandler Blvd W/O McQueen					
5 Days	Football on Chandler Blvd	$4,771.75	$410.37	$5,182.12	
#3 McQueen and Chandler Blvd					
5 Days	4 Way Left Lane Closure	$9,312.00	$800.83	$10,112.83	
	1 Week VM's (No Left Turns)				
#4 Dobson Rd and Warner Rd					
1 Day	4 Way All Traffic to Curbs	$3,347.80	$287.91	$3,635.71	
	1 Week VM's (No Left Turns)				
#5 Pecos Rd and McQueen	4 Way Double Left Lanes	$13,166.00	$1,132.28	$14,298.28	
5 Days	1 Week VM's (No Left Turns)				
Typical Residental Edgeline	Per Day	$25.00	$2.15	$27.15	
Typical Right Lane Closure	Per Day	$73.45	$6.32	$79.77	
Typical Mid-Block	Per Day	$64.30	$5.53	$69.83	
Typical Right Lane W1-4	Per Day	$92.55	$7.96	$100.51	
Typical Double Lane Closure	Per Day	$124.15	$10.68	$134.83	
1 Man 1 Truck Typical Set Up	Per Trip	$256.00	$22.02	$278.02	
2 Men 1 Truck Typical Set Up	Per Trip	$424.00	$36.46	$460.46	
1 Man 1 Truck Typical Pick Up	Per Trip	$256.00	$22.02	$278.02	
2 Men 1 Truck Typical Pick Up	Per Trip	$424.00	$36.46	$460.46	
Message Board Set Up / Pick Up	Per Trip	$160.00	$13.76	$173.76	
Message Board W/ Barricades	5 Days Each	$230.00	$19.78	$249.78	
Notes:					
8.6% Tax Rate Applies To Both Labor And Devices.					
Labor Is Billed Port To Port.					
Manny Barraza Jr					
602-290-5354					
manny@bullwaytraffic.com					



ALL AMERICAN TRAFFIC SERVICES, LLC

515 E. Carefree Hwy #361
PHOENIX, AZ 85085
OFF-623-670-4702
Email-allamericantrafficservices@yahoo.com
Website-allamericantrafficservicesllc.com

All American Traffic Services, LLC agrees to serve as a broker for off-duty P.O.S.T certified Police Officers to perform Traffic Control Services.

- A four-hour minimum will be billed on all jobs. Jobs that are cancelled less than 24 hours from the start of the job will be charged a four hour show up fee as well.
- Some agencies require more notice and are therefore subject to their cancellation policies.
- Arizona Department of Public Safety (DPS) charges for travel time, to and from the job.

- Payment for services are due 20 days from the invoice date.
- Invoices will be given on a weekly basis. Overtime applies on all traffic control jobs, except for DPS.
- Time & one half applies after eight hours. Double time applies after twelve hours.
- Holiday rate is Time & one half and applies to all Government Holidays.
- All hours will be rounded to the next half hour.

- Officers are independent contractors and will be held liable for all errors, omissions of his/her duties. All American Traffic Services, LLC is not responsible for any or all losses or suits including attorney fees arising from all situations performed by the subcontracted police officer. All American Traffic Services, LLC is not responsible for any back charges, shut down, for lost wages, equipment or any material expense incurred by Contractor.

- All American Traffic Services, LLC is available 24 hours a day 7 days a week.
- To enable us to provide the best services possible please try to schedule between normal Office hours, Monday-Friday 7:00 AM to 5:00 PM.
- **Rates: Phoenix-$85.00, MCSO-$85.00, DPS-$120.00, Kingman-$85.00, Tempe-$85.00, Scottsdale-$85.00, Chandler-$95.00, Chandler SGT-$120.00, Mesa-$85.00, Paradise Valley-$85.00, Tucson-$85.00,**
- **Peoria-$85.00, Pima $85.00, Gilbert-$85.00, Glendale-$85.00, Flagstaff-$120.00**

Thank you so much for giving All American Traffic Services, LLC the opportunity to supply our service. We look forward to working with you!

_____ Company Representative

_____All American Traffic Services, LLC

Description	UOM	Price
Trailer Mounted Arrow Board	Per Day	$44.00
Message Board	Per Day	$69.00
Vertical Panel	Per Day	$0.50
Vertical Panel w/Steady Burn	Per Day	$0.55
Type I Barricade	Per Day	$0.70
Type I Barricade w/Steady Burn	Per Day	$0.80
Type II Barricade	Per Day	$0.75
Type II Barricade w/Steady Burn	Per Day	$0.90
Type III Barricade	Per Day	$0.80
Type III Barricade w/Steady Burn	Per Day	$0.85
Type A Flasher	Per Day	$0.45
Type C Steady Burn	Per Day	$0.50
Sign	Per Day	$0.95
Sign Stand	Per Day	$0.80
Sign Stand w/Flasher	Per Day	$1.00
Sign Stand w/ 2 Flasher	Per Day	$1.10
Spring Sign Stand	Per Day	$3.60
Cone 28"	Per Day	$0.95
Cone Reflective 28"	Per Day	$1.10
High Level Flag Tree	Per Day	$3.00
High Level Flag Tree w/Flasher	Per Day	$4.00
Sign Covers	Per Day	$1.10
Flagman Paddles	Per Day	$7.00
Sand Bags	Each	$3.50
Flags with Dowels	Each	$4.00
Caution Tape 1000'	Each	$23.00
Pedestrian Ramp	Per Day	$35.00
Trailer Ramp	Per Day	$90.00
1 Man 1 Truck On Site Time	Per Hour	$80.00
2 Men 1 Truck On Site Time	Per Hour	$120.00
2 Men 2 Trucks On Site Time	Per Hour	$170.00
Shadow Truck	Per Hour	$86.00
Attenuator Truck	Per Day	$220.00
Attenuator Truck	Per Hour	$75.00
Flagger Each	Per Hour	$54.00
Traffic Control Plan	Each	$75.00
Trailer Mounted Light Tower	Per Day	$190.00
Water Filled Barrier Wall	Per Day	$3.75
Airport Water Barrier w/ Flasher	Per Day	$9.50
Pedestrian Fencing	Per Day	$4.00
Jersey Barrier	Per Linear Foot	$0.55
Jersey Barrier Delivery	Per Linear Foot	$40.00

Trailer Mounted Light Tower	Ea/Day	130.00
Trench plates 5 x 10	Per Day	5.60
1" Trench plates 5 x 8	Per Day	6.20
1 1/4" Trench plates 6 x 12	Per Day	8.05
Water Filled Barrier Wall	Ea/Day	3.50
Airport Water Barrier w/ flasher	Ea/Day	8.00
1" Trench plates 6 x 10	Per Day	7.15
1" Trench plates 8 x 10	Per Day	8.20
3-way Bridle	Per Day	4.00
Light tower Fuel Fill_____Customer Initials	Each	10.00
Trailer Wheelchair/Sidewalk Ramp	Per Day	50.00
Handheld Radio	Ea/Day	5.00
1 Man 1 Truck On Site Time	Per Hour	65.00
TRAILER RAMP	Per Day	50.00
PED FENCE	Each	3.00
TRAFFIC CONTROL PLAN	Each	65.00
Cable Crossing Guard	LF	1.50
Plate MOB	Per Hour	90.00
1 6 x 8 Trench Plate	Per Day	6.75
Cold Patch Box	Per Day	10.00
Cold Patch Per Box	Per Each	250.00
Cold Patch Per Ton	Per Ton	125.00
Jersey Barrier Daily Rate	Per Ln. Ft	0.45
Jersey Wall - Delivery/ Pickup	Per Ln. Ft	37.00

EXHIBIT C

PERFORMANCE BOND

ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Agreement amount)

KNOW ALL MEN BY THESE PRESENTS THAT:_____

(hereinafter "Principal"), and _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____(hereinafter "Obligee") in the amount of _____ (Dollars) ($_____), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated

the _____ day of _____, 20___ for construction of **Small Valve Replacement**, **WA2403.401** which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all the undertakings, covenants, terms, conditions and agreements of the Agreement during the original term of the Agreement and any extension of the Agreement, with or without notice of the Surety, and during the life of any guaranty required under the Agreement, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the Agreement that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this bond may recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20__.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

EXHIBIT D

PAYMENT BOND

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Agreement amount)

KNOW ALL MEN BY THESE PRESENTS THAT:_____

(hereinafter "Principal"), as Principal, and _____(hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____ (hereinafter "Obligee") in the amount of _____ (Dollars) ($_____), for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated the _____ day of _____, 20___ for construction of **Small Valve Replacement**, **WA2403.401** which Amendment is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said Agreement, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this bond may recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20__.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **Small Valve Replacement**
Project No.: **WA2403.401**

To the City of Chandler, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of $_____, as set out in the final pay estimate, as full and complete payment under the terms of the Agreement, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Chandler against any and all liens, claims or liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____ 20____.

_____
CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____ 20 _____.

_____
Notary Public

_____
My Commission Expires

EXHIBIT F

CERTIFICATE OF COMPLETION

Project: **Small Valve Replacement**
Project No.: **WA2403.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **WA2403.401** HAVE BEEN DELIVERED IN ACCORDANCE WITH THE AGREEMENT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE AGREEMENT HAVE BEEN COMPLETED AS OF _____.
(Date)

FIRM NAME: _____

PRINCIPAL: _____
(Name)

_____
(Signature)

_____ DATE: _____
(Title)

CERTIFIED BY ENGINEER/CONSULTANT (*IF APPLICABLE*):

_____ DATE: _____
(Signature)

_____
(Firm Name)

PROJECT ACCEPTED BY USER DEPARTMENT

_____ DATE: _____
(Signature)

_____
(Dept. /Div.)

_____ Date of Final Walk-Through

_____ Date As-Built Received

_____ City As-Built Number

EXHIBIT G

SUBCONTRACTOR DOCUMENTS WITH JOC CONTRACTOR

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

EXHIBIT H

BUILDERS RISK INSURANCE

EXHIBIT I

GIS / GPS Data Delivery Requirements

GIS / GPS Data Delivery Requirements

Contractor must provide survey grade GPS / GIS data, meeting the following requirements for all facilities to be owned and/or operated by the City of Chandler.

a) ESRI File Geodatabase format:

All GPS point data, along with corresponding GIS Attribute data, must be submitted in ESRI File Geodatabase format. The City of Chandler will provide a copy of the File Geodatabase in ESRI ArcGIS format. Please submit your request through the Project Manager.

b) Data dictionary and Attribute data:

Attribute data should be provided for each of the GPS'd Utility Feature listed in Section 'd' below. All Attribute data should conform to the ESRI File Geodatabase format, provided by the City. A copy of the data dictionary is also attached here for reference

c) Coordinate System:

Horizontal Datum: Arizona State Plane Coordinates, Central Zone NAD83 (HARN)
Vertical Datum: NAVD88

d) Point Data for GPS:

1) Water System Features:
- Water main location (top of pipe), size and material (one (1) coordinate provided every 100 feet minimum) and at fittings.
- Water fitting location (top of feature), size, material and type including: Bend (22.5, 45, or 90), Tee, Tapping Sleeve, Cross, Coupling, End Cap, Line Stop, Reducer,
- Saddle, Other.
- Water valve location (center of valve box cover), size and type.
- Fire hydrant location (top of hydrant), manufacturer and year.
- Water service line location (at connection to main, any bends, and termination at meter box or meter vault or at the edge of easement or ROW), size and material.
- Water blow-off and air release valve location (center of cover), size, type and manufacturer.
- Water manhole or vault location (center of cover), size and type.

2) Waste Water System Features:
- Sewer manhole and cleanout location (center of cover), size, material, and cover type.
- Sewer gravity main location (invert of pipe), size, material and flow direction (from) at all manholes, cleanouts and structures.
- Sewer service line location, size and material (at connection to main, and termination at cleanout, or stub out at edge of the easement or ROW).
- Sewer force main location (top of pipe), size, and material (one (1) coordinate provided every 100 feet minimum) and at fittings.

- Sewer force main (and gravity) fitting location (top of feature), size, material and type including: Bend (22.5, 45, or 90), Tee, Tapping Sleeve, Cross, Coupling, End Cap, Linestop, Reducer, Saddle, Wye, Other
- Sewer force main valve location (center of valve box cover), size and type.
- Sewer force main air release valve location (center of cover), size, type and manufacturer.
- Sewer force main manhole or vault location (center of cover), size and material.
- Sewer structure (center of structure), type (diversion, junction box)

3) Reclaimed Water System Features:
   - Reclaimed main location (top of pipe), size, and material (one (1) coordinate provided every 100 feet minimum) and at fittings.
   - Reclaimed fitting location (top of feature), size, material and type including: Bend (22.5, 45, or 90), Tee, Tapping Sleeve, Cross, Coupling, End Cap, Linestop,
   - Reducer, Saddle, Other.
   - Reclaimed valve location (center of valve box cover), size and type.
   - Reclaimed service line location (at connection to main, any bends, and termination at meter box or meter vault or at the edge of easement or ROW), size and material.
   - Reclaimed blow-off and air release valve location (center of cover), size, type and manufacturer.
   - Reclaimed manhole or vault location (center of cover), size and type.

4) Storm Water System Features:
   - Storm manhole and cleanout location (center of cover), size, material, and cover type.
   - Storm gravity main location (invert of pipe), size, material, and flow direction (from) at all manholes, cleanouts and structures.
   - Storm structure location (center of structure), type and category including: Drywell, Catch Basin, Scupper, Bubbler Box, and Collection Vault.

5) Standard GPS Metadata on all points collected: Date, Time, Height, Horiz_Precision, Vert_Precision, Northing, Easting, Surveyor, Datafile, and Comments

e) Electronic Data Submittal:

Each submittal must consist of

1) ESRI – ArcGIS Geodatabase with cumulative data and attributes, and
2) Construction plans with collected utilities clearly redlined and changes marked

The frequency of data submittal will be every two weeks after water, sewer, reclaim or storm assets go into the ground. Submittals can be emailed to: GIS@chandleraz.gov

DATA DICTIONARY

FOR

WATER, SEWER, RECLAIM & STORM

DATA DICTIONARY:

WATER

Water Fitting				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	20	WS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	String	20	WS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	20	WS_SPATIALSOURCE_STD
MATERIAL	MATERIAL	String	20	
DIAMETER1	DIAMETER1	String	8	RWS_FITTING_DIAMETER
DIAMETER2	DIAMETER2	String	8	
ROTATION	ROTATION	Double	8	
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
GPS_COMMENT	GPS_COMMENT	String	30	
TYPE	TYPE	String	30	WS_FITTING_TYPE
BEND	BEND	String	20	WS_FITTING_BEND

Water Hydrant				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	Feature Owner	String	25	WS_FEATUREOWNER
LIFECYCLESTATUS	Lifecycle Status	String	25	WS_LIFECYCLESTATUS
SPATIALSOURCE	Spatial Source	String	25	WS_SPATIALSOURCE_STD
BARRELDIAMETER	Barrel Diameter	Double	8	
LARGENOZZLEDIAMETER	Large Nozzle Diameter	Double	8	
SMALLNOZZLEDIAMETER	Small Nozzle Diameter	Double	8	
OUTLETCONFIGURATION	Outlet Configuration	Double	8	
SEATDIAMETER	Seat Diameter	Double	8	
MANUFACTURER	Manufacturer	String	25	WS_HYD_MANUFACTURER
YEARMANUFACTURED	Manufacture Year	String	25	
HASLOCK	Has Lock ?	String	25	GIS_BOOLEAN_YES_NO
COLOR	Color	String	25	
ROTATION	Symbol Rotation	Double	8	
GPSOID	GPS ObjectID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	25	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	String	25	
VERT_PREC	VERT_PREC	String	25	
NORTHING	NORTHING	String	25	
EASTING	EASTING	String	25	
DATAFILE	DATAFILE	String	25	
GPS_COMMENT	GPS_COMMENT	String	50	

WATER VALVE				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATURE OWNER	String	20	RWS_SYSVAL_FUNCTION
LIFECYCLESTATUS	LIFECYCLE STATUS	String	20	WS_SYSVAL_LIFECYCLESTATUS
SPATIALSOURCE	SPATIAL SOURCE	String	20	WS_SYSVAL_SPATIALSOURCE
TYPE	TYPE	String	25	RWS_SYSVAL_TYPE
VALVETYPE	VALVE TYPE	String	10	RWS_SYSVAL_VALVETYPE
GROUNDTYPE	GROUNDTYPE	String	25	WS_SYSVAL_GROUNDTYPE
DIAMETER	Diameter	String	8	WS_SYSVAL_DIAM
GPSOID	GPS OBJECTID	Integer	4	
GPS_DATE	GPS DATE	Date	8	
GPS_TIME	GPS TIME	String	10	
GPS_HEIGHT	GPS HEIGHT	Double	8	
HORZ_PREC	HORZ PREC	Double	8	
VERT_PREC	VERT PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
DATAFILE	DATAFILE	String	20	
GPS_COMMENT	GPS COMMENT	String	30	
WO_CAT_CODE	WO CAT CODE	String	10	
WO_CAT	WO CAT	String	25	

WATER MANHOLE				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	20	WS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	String	20	WS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	20	WS_SPATIALSOURCE_STD
ACCESSDIAMETER	ACCESSDIAMETER	String	8	
ACCESSTYPE	ACCESSTYPE	String	20	
GROUNDTYPE	GROUNDTYPE	String	20	WS_SYSVAL_GROUNDTYPE
COVERMATERIAL	COVERMATERIAL	String	10	
COVERTYPE	COVERTYPE	String	8	
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
DATAFILE	DATAFILE	String	20	
GPS_COMMENT	GPS_COMMENT	String	30	

WATER MISC PNT		This feature is used for any miscellaneous information		
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
DATAFILE	DATAFILE	String	20	
GPS_COMMENT	GPS_COMMENT	String	50	
NOTES	NOTES	String	150	
SIZE	SIZE	Double	8	

Water Domains:

Domain name	WS_LIFECYCLESTATUS
ABANDONED	ABANDONED
ACTIVE	ACTIVE
FUTURE	FUTURE
INACTIVE	INACTIVE
REMOVED	REMOVED
UNKNOWN	UNKNOWN

Domain name	WS_SYSVAL_SPATIALSOURCE
APPROVED PLANS	APPROVED PLANS
ASBUILT	ASBUILT
DESIGN	DESIGN
GPS	GPS
HYDRMAINT	HYDRMAINT
ORTHOPHOTO	ORTHOPHOTO
TM7	TM7
UNKNOWN	UNKNOWN

Domain name	WS_HYD_MANUFACTURER
AMERICANDARLING	AMERICANDARLING
AVK	AVK
CLOW	CLOW
DRESSER	DRESSER
GREENBERG	GREENBERG
KENNEDY	KENNEDY
MUELLER	MUELLER
PACIFIC	PACIFIC
UNKNOWN	UNKNOWN
WATEROUS	WATEROUS

Domain name	WS_FEATUREOWNER
COC	Chandler
COG	Gilbert
COM	Mesa
COP	Phoenix
COT	Tempe
COUNTY	Maricopa County
GOULD	Gould
GRIC	GRIC
INTEL	Intel
MICROCHIP	Microchip
MOTOROLA	Motorola
PRIVATE	Private
SRP	SRP
SRVWUA	SRVWUA
UNKNOWN	UNKNOWN

Domain name	WS_SYSVAL_LIFECYCLESTATUS
FUTURE	FUTURE
UNKNOWN	UNKNOWN
INACTIVE	INACTIVE
ACTIVE	ACTIVE
REMOVED	REMOVED
ABANDONED	ABANDONED

Domain name	WS_FITTING_BEND
HORIZONTAL	HORIZONTAL
VERTICAL	VERTICAL
Domain name	WS_SYSVAL_DIAM
2	2
3	3
4	4
6	6
8	8
10	10
12	12
16	16
20	20
24	24
30	30
36	36
42	42
48	48
54	54

Domain name	WS_FITTING_TYPE
11B	11B
22B	22B
45B	45B
90B	90B
COUPLING	COUPLING
CROSS	CROSS
ENDCAP	ENDCAP
LINESTOP	LINESTOP
OTHER	OTHER
REDUCER	REDUCER
SADDLE	SADDLE
TAPPING SLEEVE	TAPPING SLEEVE
TEE	TEE
UNKNOWN	UNKNOWN
WYE	WYE
Domain name	WS_SYSVAL_GROUNDTYPE
CONCRETE	CONCRETE
ASPHALT	ASPHALT
LANDSCAPE	LANDSCAPE
UNKNOWN	UNKNOWN
Domain name	WS_SPATIALSOURCE_STD
ASBUILT	ASBUILT
DESIGN	DESIGN
FIELD	FIELD
GPS	GPS
ORTHOPHOTO	ORTHOPHOTO
UNKNOWN	UNKNOWN

DATA DICTIONARY:

SEWER

SEWER CLEANOUT				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	20	WW_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	String	20	WW_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	20	WW_SPATIALSOURCE
RIM_ELEV	RIM_ELEV	Double	8	
INV_ELEV	INV_ELEV	Double	8	
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
DATAFILE	DATAFILE	String	20	
GPS_COMMENT	GPS_COMMENT	String	30	

SEWER CONTROL VALVE				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
TYPE	TYPE	String	25	
FEATUREOWNER	FEATUREOWNER	String	20	WW_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	String	20	WW_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	20	WW_SPATIALSOURCE
DIAMETER	DIAMETER	String	8	
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
DATAFILE	DATAFILE	String	20	
GPS_COMMENT	GPS_COMMENT	String	30	

SEWER_FITTING				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	20	WW_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	String	20	WW_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	20	WW_SPATIALSOURCE
MATERIAL	MATERIAL TYPE	String	20	
TYPE	TYPE	String	30	
BEND	BEND	String	20	
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
DATAFILE	DATAFILE	String	20	
GPS_COMMENT	GPS_COMMENT	String	30	
SIZE_	SIZE OF FITTING	String	20	

SEWER_MANHOLE				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	25	WW_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	String	25	WW_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	20	WW_SPATIALSOURCE
LID	LID TYPE	String	20	
TYPE	TYPE	String	20	WW_MH_TYPE
COVER_MATERIAL	COVER_MATERIAL	String	25	WW_MH_COVER_MATERIAL
COVER_HOLE	COVER_HOLE	String	25	WW_MH_COVER_HOLE
COVER_SIZE	COVER_SIZE	String	20	WW_MH_COVER_SIZE
RIM_ELEV	RIM_ELEV	Double	8	
INV_ELEV	INV_ELEV	Double	8	
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
DATAFILE	DATAFILE	String	20	
GPS_COMMENT	GPS_COMMENT	String	30	
LINER	LINER	String	50	WW_MH_LINER
WALL_MATERIAL	WALL_MATERIAL	String	50	WW_MH_WALL_MATERIAL

SEWER_MISC		For any Miscellaneous features		
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
SPATIALSOURCE	SPATIALSOURCE	String	20	
MATERIAL	MATERIAL	String	20	
TYPE	TYPE	String	30	
BEND	BEND	String	20	
NOTES	NOTES	String	255	
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
DATAFILE	DATAFILE	String	20	
GPS_COMMENT	GPS_COMMENT	String	30	
SIZE_	SIZE_	String	20	

Sewer Domains:

Domain name	WW_FEATUREOWNER
COC	COC
PRIVATE	PRIVATE
TOG	TOG
UNKNOWN	UNKNOWN
Domain name	WW_SPATIALSOURCE
GPS	GPS
ASBUILT	ASBUILT
UNKNOWN	UNKNOWN
Domain name	WW_MH_COVER_HOLE
UNKNOWN	UNKNOWN
SEALED	SEALED
Domain name	WW_MH_LINER
CAST-IN-PLACE	CAST-IN-PLACE
CEMENTITIOUS	CEMENTITIOUS
COMPOSITE	COMPOSITE
CURED-IN-PLACE	CURED-IN-PLACE
EPOXY	EPOXY
FR PLASTIC INSERT	FR PLASTIC INSERT
FR POLYMER INSERT	FR POLYMER INSERT
INSERT	INSERT
UNKNOWN	UNKNOWN
Domain name	WW_LIFECYCLESTATUS
ABANDONED	ABANDONED
ACTIVE	ACTIVE
INACTIVE	INACTIVE
PULLED	PULLED
UNKNOWN	UNKNOWN

Domain name	WW_MH_COVER_MATERIAL
ALUMINUM	ALUMINUM
CASTIRON	CASTIRON
HDPE COMPOSITE - CAP	HDPE COMPOSITE - CAP
HDPE COMPOSITE - EJ	HDPE COMPOSITE - EJ
HDPE COMPOSITE - HD20	HDPE COMPOSITE - HD20
STEEL	STEEL
UNKNOWN	UNKNOWN
Domain name	WW_MH_COVER_SIZE
0	Unknown
4	4
6	6
8	8
22	22
24	24
26	26
28	28
30	30
32	32
38	38
48	48
60	60
Domain name	WW_MH_WALL_MATERIAL
NONE	NONE
COMPOSITE	COMPOSITE
UNKNOWN	UNKNOWN
CONCRETE	CONCRETE
POURED	POURED
TLOCK	TLOCK
PRECAST	PRECAST
BRICK	BRICK

Domain name	WW_MH_TYPE
0	UNKNOWN
1	SANITARY SEWER
2	ARV

DATA DICTIONARY:

RECLAIM

RECLAIM_FITTING				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	20	RWS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	String	20	RWS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	20	RWS_SPATIALSOURCE
MATERIAL	MATERIAL	String	20	RWS_MAIN_OR_SERVICE_MATERIAL
DIAMETER1	DIAMETER1	String	8	RWS_FITTING_DIAMETER
DIAMETER2	DIAMETER2	String	8	RWS_FITTING_DIAMETER
TYPE	TYPE	String	30	RWS_FITTING_TYPE
BEND	BEND	String	20	RWS_FITTING_BEND
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
GPS_COMMENT	GPS_COMMENT	String	30	

RECLAIM_MISC_STRUCT				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
TYPE	SUBTYPE	String	20	
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
GPS_COMMENT	GPS_COMMENT	String	50	
NOTES	Notes	String	150	

RECLAIM_MANHOLE				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	20	RWS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	String	20	RWS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	20	RWS_SPATIALSOURCE
ACCESSDIAMETER	ACCESSDIAMETER	String	8	RWS_GROUNDTYPE
GROUNDTYPE	GROUNDTYPE	String	20	
COVERMATERIAL	COVERMATERIAL	String	10	
COVERTYPE	COVERTYPE	String	8	
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
GPS_COMMENT	GPS_COMMENT	String	30	

RECLAIM SYSTEM VALVE				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATURE OWNER	String	20	RWS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLE STATUS	String	20	RWS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIAL SOURCE	String	20	RWS_SPATIALSOURCE
TYPE	TYPE	String	25	RWS_SYSVAL_TYPE
VALVETYPE	VALVE TYPE	String	10	RWS_SYSVAL_VALVETYPE
FUNCTION	FUNCTION	String	25	RWS_SYSVAL_FUNCTION
GROUNDTYPE	GROUNDTYPE	String	25	RWS_SYSVAL_GROUNDTYPE
GPSOID	GPS OBJECTID	Integer	4	
GPS_DATE	GPS DATE	Date	8	
GPS_TIME	GPS TIME	String	10	
GPS_HEIGHT	GPS HEIGHT	Double	8	
HORZ_PREC	HORZ PREC	Double	8	
VERT_PREC	VERT PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
GPS_COMMENT	GPS COMMENT	String	30	
WO_ZONE	WO ZONE	Double	8	
DIAMETER	DIAMETER	Double	8	RWS_SYSVAL_DIAM
WO_CAT_CODE	WO_CAT_CODE	String	10	

Reclaim Domains:

Domain name	RWS_SYSVAL_VALVETYPE
BALL	BALL
BUTTERFLY	BUTTERFLY
GATE	GATE
INSERTA	INSERTA
UNKNOWN	UNKNOWN
Domain name	RWS_SYSVAL_FUNCTION
ARV	ARV
INLINE	INLINE
PUMPOUT	PUMPOUT
PUMPSTATION	PUMPSTATION
SERVICE	SERVICE
STUBOUT	STUBOUT
UNKNOWN	UNKNOWN
VAULT	VAULT
Domain name	RWS_SYSVAL_TYPE
ARV	ARV
BLOWOFF	BLOWOFF
STANDARD	STANDARD
Domain name	RWS_FEATUREOWNER
COC	CHANDLER
COM	MESA
INTEL	INTEL
OCA	OCA
OMG	OMG
PRIVATE	PRIVATE
SRP	SRP
TOG	GILBERT
UNKNOWN	UNKNOWN

Domain name	RWS_FITTING_BEND
HORIZONTAL	HORIZONTAL
VERTICAL	VERTICAL
Domain name	RWS_MAIN_OR_SERVICE_MATERIAL
AC	AC
CC	CC
CI	CI
CU	COPPER
DI	DI
PVC	PVC
UNKNOWN	UNKNOWN
Domain name	RWS_FITTING_TYPE
11B	11B
22B	22B
45B	45B
90B	90B
COUPLING	COUPLING
CROSS	CROSS
ENDCAP	ENDCAP
LINESTOP	LINESTOP
MECHANICAL JOINT	MECHANICAL JOINT
OTHER	OTHER
RECHARGE WELL	RECHARGE WELL
REDUCER	REDUCER
SADDLE	SADDLE
TAPPING SLEEVE	TAPPING SLEEVE
TEE	TEE
UNKNOWN	UNKNOWN
WYE	WYE

Domain name	RWS_SPATIALSOURCE
ASBUILT	ASBUILT
FIELD	FIELD
GPS	GPS
ORTHOPHOTO	ORTHOPHOTO
UNKNOWN	UNKNOWN
Domain name	RWS_LIFECYCLESTATUS
ABANDONED	ABANDONED
ACTIVE	ACTIVE
INACTIVE	INACTIVE
REMOVED	REMOVED
UNKNOWN	UNKNOWN
Domain name	RWS_SYSVAL_DIAM
1.5	1.5
2	2
3	3
4	4
6	6
8	8
10	10
12	12
16	16
20	20
24	24
30	30
36	36
42	42
48	48
9999	UNKNOWN

Domain name	RWS_GROUNDTYPE
ASPHALT	ASPHALT
CONCRETE	CONCRETE
DIRT	DIRT
UNKNOWN	UNKNOWN

Domain name	RWS_SYSVAL_GROUNDTYPE
ASPHALT	ASPHALT
CONCRETE	CONCRETE
LANDSCAPE	LANDSCAPE
UNKNOWN	UNKNOWN
Domain name	RWS_FITTING_DIAMETER
0.63	0.63
0.75	0.75
1	1
1.25	1.25
1.5	1.5
2	2
2.5	2.5
3	3
4	4
6	6
8	8
10	10
12	12
15	15
16	16
18	18
20	20
24	24
30	30
36	36
42	42
48	48

DATA DICTIONARY:

STORM

SWS_DRAIN_MANHOLE				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	25	SWS_FEATUREOWNER_1
LIFECYCLESTATUS	LIFECYCLESTATUS	String	25	SWS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	25	SWS_SPATIALSOURCE
STRUCTURE_TYPE	STRUCTURE_TYPE	SmallInteger	2	SWS_STRUCTURE_TYPE
CHANDLER_NAME	CHANDLER_NAME_ON_LID	String	5	GIS_BOOLEAN_YES_NO
DIAMETER	DIAMETER	SmallInteger	2	SWS_SDMH_SIZE
VENT_HOLE	VENT_HOLE	String	30	GIS_BOOLEAN_YES_NO
ACCESS_OPENING_TYPE	ACCESS_OPENING_TYPE	String	25	SWS_SDMH_ACCESS_OPENING_TYPE
LID_TYPE	LID_TYPE	String	30	SWS_SDMH_TYPE
LID_TEXT	LID_TEXT	String	30	SWS_SDMH_LID_TEXT
COMMENTS	COMMENTS	String	255	
COLLECTED_DATE	COLLECTED_DATE	Date	8	

SWS_BUBBLER_BOX				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	25	SWS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	String	25	SWS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	25	SWS_SPATIALSOURCE
GRATE_OPENINGS_NUM	GRATE_OPENINGS_NUM	SmallInteger	2	SWS_GRATE_OPENINGS
GRATE_LENGTH	GRATE_LENGTH	Double	8	SWS_GRATE_LENGTH
GRATE_WIDTH	GRATE_WIDTH	Double	8	SWS_GRATE_WIDTH
DRYWELL_ASSOC	DRYWELL_ASSOC	String	5	GIS_BOOLEAN_YES_NO
GPSX	GPSX	Double	8	
GPSY	GPSY	Double	8	
COMMENTS	COMMENTS	String	255	
COLLECTED_DATE	COLLECTED_DATE	Date	8	
NOTES	NOTES	String	50	

SWS_CATCHBASIN				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	25	SWS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	String	25	SWS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	25	SWS_LIFECYCLESTATUS
STRUCTURE_TYPE	STRUCTURE_TYPE	SmallInteger	2	SWS_STRUCTURE_TYPE
CATCHBASIN_TYPE	CATCHBASIN_TYPE	String	25	SWS_CB_TYPE
LOCATION	LOCATION	String	100	
CITY_EMBLEM	CITY_EMBLEM	String	5	GIS_BOOLEAN_YES_NO
ACCESS_OPENING_TYPE	ACCESS_OPENING_TYPE	String	25	SWS_CB_ACCESS_OPENING_TYPE
GRATE_LENGTH	GRATE_LENGTH	Double	8	SWS_GRATE_LENGTH
GRATE_WIDTH	GRATE_WIDTH	Double	8	SWS_GRATE_WIDTH
LID	LID	String	5	GIS_BOOLEAN_YES_NO
LID_TYPE	LID_TYPE	String	25	SWS_CB_LID_TYPE
DRYWELL_CONN	DRYWELL_CONN	String	5	GIS_BOOLEAN_YES_NO
OUTLET_CONN	OUTLET_CONN	String	5	GIS_BOOLEAN_YES_NO
BUBBLERBOX_CONN	BUBBLERBOX_CONN	String	5	GIS_BOOLEAN_YES_NO
BUBBLERBOX_DRYWELL_ASSOC	BUBBLERBOX_DRYWELL_ASSOC	String	5	GIS_BOOLEAN_YES_NO
LAKE_DRAIN	LAKE_DRAIN	String	5	GIS_BOOLEAN_YES_NO
GPSX	GPSX	Double	8	
GPSY	GPSY	Double	8	
COMMENTS	COMMENTS	String	255	
COLLECTED_DATE	COLLECTED_DATE	Date	8	
NOTES	NOTES	String	50	

SWS_DRYWELL_PNT				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
Shape	Shape	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	25	SWS_FEATUREOWNER_1
LIFECYCLESTATUS	LIFECYCLESTATUS	String	25	SWS_LIFECYCLESTATUS_1
SPATIALSOURCE	SPATIALSOURCE	String	25	SWS_SPATIALSOURCE_1
FIELD_LOC	FIELD_LOC	String	100	SWS_DW_LOCATION
INSTALLER	INSTALLER	String	30	SWS_DW_INSTALLER
CHAMBER_TYPE	CHAMBER_TYPE	String	30	SWS_DW_CHAMBER_TYPE
LID_SIZE	LID_SIZE	SmallInteger	2	SWS_DW_LID_SIZE
LID_TYPE	LID_TYPE	String	25	SWS_DW_LID_TYPE
NUISANCE_LINE_ASSOC	NUISANCE_LINE_ASSOC	String	5	GIS_BOOLEAN_YES_NO
CONCRETE_PAD	CONCRETE_PAD	String	5	GIS_BOOLEAN_YES_NO
COMMENTS	COMMENTS	String	255	
COLLECTED_DATE	COLLECTED_DATE	Date	8	

SWS_INLET_PNT				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
Shape	Shape	Geometry	0	
CATCHBASIN_TYPE	CATCHBASIN_TYPE	String	25	SWS_CB_TYPE
FEATUREOWNER	FEATUREOWNER	String	25	SWS_FEATUREOWNER_1
LIFECYCLESTATUS	LIFECYCLESTATUS	String	25	SWS_LIFECYCLESTATUS_1
SPATIALSOURCE	SPATIALSOURCE	String	25	SWS_SPATIALSOURCE_1
FIELD_LOC	FIELD_LOC	String	100	SWS_FIELD_LOC
GRATE_ASSOC	GRATE_ASSOC	String	25	GIS_BOOLEAN_YES_NO
GRATE_LENGTH	GRATE_LENGTH	Double	8	SWS_GRATE_LENGTH
GRATE_WIDTH	GRATE_WIDTH	Double	8	SWS_GRATE_WIDTH
INLET_PIPE_DIAM	INLET_PIPE_DIAM	SmallInteger	2	SWS_INLET_PIPE_DIAM
INLET_NUMBER	NUMBER_OF_INLETS	SmallInteger	2	
TRASHRACK_ASSOC	TRASHRACK_ASSOC	String	5	GIS_BOOLEAN_YES_NO
TRASH_LENGTH	TRASH_LENGTH	Double	8	
TRASH_WIDTH	TRASH_WIDTH	Double	8	
NUISANCE_LINE_ASSOC	NUISANCE_LINE_ASSOC	String	5	GIS_BOOLEAN_YES_NO
BUBBLER_BOX_DRYWELL_ASSOC	BUBBLER_BOX_DRYWELL_ASSOC	String	5	GIS_BOOLEAN_YES_NO
HEADWALLASSOC	HEADWALLASSOC	String	5	GIS_BOOLEAN_YES_NO
COMMENTS	COMMENTS	String	255	
COLLECTED_DATE	COLLECTED_DATE	Date	8	

SWS_OUTLET_PNT				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	25	SWS_FEATUREOWNER_1
LIFECYCLESTATUS	LIFECYCLESTATUS	String	25	SWS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	25	SWS_SPATIALSOURCE_1
GRATE_ASSOC	GRATE_ASSOC	String	25	GIS_BOOLEAN_YES_NO
GRATE_LENGTH	GRATE_LENGTH	Double	8	SWS_GRATE_LENGTH
GRATE_WIDTH	GRATE_WIDTH	Double	8	SWS_GRATE_WIDTH
INLET_PIPE_DIAM	INLET_PIPE_DIAM	SmallInteger	2	SWS_INLET_PIPE_DIAM
INLET_NUMBER	NUMBER_OF_INLETS	SmallInteger	2	
TRASHRACK_ASSOC	TRASHRACK_ASSOC	String	5	GIS_BOOLEAN_YES_NO
TRASH_LENGTH	TRASH_LENGTH	Double	8	
TRASH_WIDTH	TRASH_WIDTH	Double	8	
NUISANCE_LINE_ASSOC	NUISANCE_LINE_ASSOC	String	5	GIS_BOOLEAN_YES_NO
BUBBLER_BOX_DRYWELL_ASSOC	BUBBLER_BOX_DRYWELL_ASSOC	String	5	GIS_BOOLEAN_YES_NO
HEADWALLASSOC	HEADWALLASSOC	String	5	GIS_BOOLEAN_YES_NO
COMMENTS	COMMENTS	String	255	
COLLECTED_DATE	COLLECTED_DATE	Date	8	

SWS_SCUPPER_PNT				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	25	SWS_FEATUREOWNER_1
LIFECYCLESTATUS	LIFECYCLESTATUS	String	25	SWS_LIFECYCLESTATUS_1
SPATIALSOURCE	SPATIALSOURCE	String	25	
CITY_EMBLEM	CITY_EMBLEM	String	5	GIS_BOOLEAN_YES_NO
NUMBER_OPENINGS	NUMBER_OPENINGS	SmallInteger	2	
WIDTH	WIDTH	Double	8	
SPILLWAY_ASSOC	SPILLWAY_ASSOC	String	25	GIS_BOOLEAN_YES_NO
HEADWALL_ASSOC	HEADWALL_ASSOC	String	5	GIS_BOOLEAN_YES_NO
NUISANCE_LINE_ASSOC	NUISANCE_LINE_ASSOC	String	5	GIS_BOOLEAN_YES_NO
BUBBLERBOX_ASSOC	BUBBLERBOX_ASSOC	String	5	GIS_BOOLEAN_YES_NO
BUBBLER_BOX_DRYWELL_ASSOC	BUBBLER_BOX_DRYWELL_ASSOC	String	5	GIS_BOOLEAN_YES_NO
LAKE_DRAIN	LAKE_DRAIN	String	5	GIS_BOOLEAN_YES_NO
RIPRAP	RIPRAP	String	25	GIS_BOOLEAN_YES_NO
COMMENTS	COMMENTS	String	255	
COLLECTED_DATE	COLLECTED_DATE	Date	8	

Sewer Domains:

Domain name	SWS_DW_LOCATION
AIRPORT	AIRPORT
CITYRETENTION	CITY RETENTION
PARK	PARK
PARKING_LOT	PARKING LOT
PRIVATERETENTION	PRIVATE RETENTION
STREET	STREET
WELL_SITE	WELL SITE
Domain name	SWS_GRATE_LENGTH
12	12
24	24
28	28
30	30
36	36
38	38
40	40
50	50
60	60
76	76
Domain name	SWS_CB_LID_TYPE
STEEL	STEEL
CONCRETE	CONCRETE
Domain name	SWS_DW_CHAMBER_TYPE
DOUBLE	DOUBLE
SINGLE	SINGLE
TRIPLE	TRIPLE

Domain name	SWS_LIFECYCLESTATUS_1
ABANDONED	ABANDONED
ACTIVE	ACTIVE
INACTIVE	INACTIVE
REMOVED	REMOVED
Domain name	SWS_GRATE_OPENINGS
1	1
2	2
3	3
4	4
5	5
6	6
Domain name	SWS_SPATIALSOURCE_1
FIELD	FIELD
GPS	GPS
Domain name	SWS_SPATIALSOURCE
APPROVED_PLANS	APPROVED_PLANS
ASBUILT	ASBUILT
DESIGN	DESIGN
FIELD	FIELD
GPS	GPS
ORTHOPHOTO	ORTHOPHOTO
UNKNOWN	UNKNOWN

Domain name	SWS_SDMH_SIZE

22	22
24	24
26	26
28	28
30	30
32	32
38	38
Domain name	GIS_BOOLEAN_YES_NO
YES	YES
NO	NO
Domain name	SWS_DW_LID_SIZE
22	22
24	24
25	25
26	26
32	32
38	38
Domain name	SWS_STRUCTURE_TYPE
1	CATCH BASIN
2	SCUPPER
3	DRYWELL
4	MANHOLE
5	OUTLET
6	INLET
7	BUBBLERBOX
8	SPILLWAY
9	SEPARATOR

Domain name	

	SWS_CB_ACCESS_OPENING_TYPE
NONE	NONE
RECTANGULAR	RECTANGULAR
ROUND	ROUND
SQUARE	SQUARE
Domain name	SWS_FEATUREOWNER_1
ADOT	ADOT
CITY_OF_CHANDLER	CITY_OF_CHANDLER
HOA	HOA
PRIVATE	PRIVATE
Domain name	SWS_LIFECYCLESTATUS
ACTIVE	ACTIVE
FUTURE	FUTURE
REMOVED	REMOVED
INACTIVE	INACTIVE
ABANDONED	ABANDONED
Domain name	SWS_FEATUREOWNER
ADOT	ADOT
CITY_OF_CHANDLER	CITY_OF_CHANDLER
HOA	HOA
OTHER	OTHER

Domain name	SWS_SDMH_LID_TEXT
CHANDLER_SANITATION_SEWER	CHANDLER SANITATION SEWER
CHANDLER_STORM/SEWER	CHANDLER STORM/SEWER
NONE	NONE
OTHER	OTHER
STORM SEWER	STORM SEWER
Domain name	SWS_DW_INSTALLER
McGUCKINDRILLING	McGUCKIN DRILLING
OTHER	OTHER
TORRENTRESOURCES	TORRENT RESOURCES
WACODRILLING	WACO DRILLING
Domain name	SWS_GRATE_WIDTH
6	6
12	12
16	16
18	18
24	24
28	28
30	30
36	36
38	38
44	44
72	72
Domain name	SWS_SDMH_ACCESS_OPENING_TYPE
NONE	NONE
RECTANGULAR	RECTANGULAR
ROUND	ROUND
SQUARE	SQUARE

Domain name	SWS_FIELD_LOC
AIRPOR	AIRPORT
CTYRTN	CITYRETENTION
Domain name	SWS_CB_TYPE
NONE	NONE
PARK	PARK
PRKLOT	PARKING_LOT
PVRET	PRIVATERETENTION
STREET	STREET
TYPE_A	TYPE_A
TYPE_B	TYPE_B
TYPE_C	TYPE_C
TYPE_D	TYPE_D
TYPE_E	TYPE_E
TYPE_F	TYPE_F
TYPE_G	TYPE_G
TYPE_H	TYPE_H
TYPE_Q	TYPE_Q
WELLSI	WELL_SITE
Domain name	SWS_INLET_PIPE_DIAM
12	12
13	13
14	14
15	15
16	16
18	18
24	24
26	26
30	30
36	36
42	42
46	46
60	60
72	72

Domain name	SWS_SDMH_TYPE
PRESSURIZED	PRESSURIZED
NON-PRESSURIZED	NON-PRESSURIZED
Domain name	SWS_DW_LID_TYPE
STEEL	STEEL
GRANITE	GRANITE
CONCRETE_SEALED	CONCRETE_SEALED
GRATE	GRATE

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. CP25-013

Date: September 12, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Daniel Haskins, Capital Projects Manager
Subject: Professional Services Agreement No. WA2403.451, with Sunrise Engineering, LLC, for the Small Water Valve Replacements Construction Management Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. WA2403.451, to Sunrise Engineering, LLC, for the Small Water Valve Replacements Construction Management Services, in an amount not to exceed $272,814.

Background/Discussion:

The Public Works & Utilities Department administers an ongoing water valve replacement program to evaluate aging water infrastructure and identify high-priority valves in need of replacement. The replacement of broken valves in the city's water distribution system reduces the time to shut down a water main during water emergencies and minimizes water loss and damage to surrounding infrastructure and personal property.

The project scope of work consists of construction management services for the replacement of 42 valves in the potable distribution system, ranging in size from six to sixteen inches in various locations. This work includes pre-construction assistance, inspection services, approval of construction submittals to Maricopa County, materials testing, and project closeout. The agreement completion time is 548 calendar days following Notice to Proceed.

A related construction agreement with WaCo Contracting, for the small water valve replacements, 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 Sunrise Engineering, 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
601.3820.6210.0000.6WA023	Water Bond	Main and Valve Replacement	$272,814	Y

Attachments

Agreement

PROFESSIONAL SERVICES AGREEMENT
Construction Management Services
SMALL VALVE REPLACEMENT 2023
Project No. WA2403.451
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 **Sunrise Engineering, LLC** a limited liability company, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide **Construction Management Services** for **Small Valve Replacement 2023** 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 **548** 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 **$272,814** 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: Russ Slotnick**,** Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3411 Email: russ.slotnick@chandleraz.gov	
To Consultant:	**LEGAL COMPANY NAME:**	Sunrise Engineering, LLC
	Mailing Address:	2045 S. Vineyard, Suite 101, Mesa, AZ 85210
	Physical Address:	2045 S. Vineyard, Suite 101, Mesa, AZ 85210
	Statutory Agent Name:	Gregory D. Potter, P.E.
	Statutory Agent Mailing Address:	25 East 500 North Fillmore, UT 84631
	Statutory Agent Physical Address:	25 East 500 North Fillmore, UT 84631
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Geoffrey S. Child, P.E.
	Title:	Vice President
	Phone:	480-768-8600
	Email:	gchild@sunrise-eng.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"
SUNRISE ENGINEERING, LLC

Signature Date 07/23/2024

Geoffrey S. Child, P.E.
Print Name

Vice President
Title

gchild@sunrise-eng.com
Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

SUNRISE ENGINEERING
Phoenix Metro Office
2045 S. Vineyard, Suite 101, Mesa, Arizona 85210 | 480.768.8600

Date: July 18, 2024

To: Russ Slotnick
Construction Project Manager
City of Chandler | Public Works & Utilities
Mail Stop 407
PO Box 4008
Chandler, AZ 85244-4008

480-782-3411 Office
480-215-9261 Cell
Russ.Slotnick@chandleraz.gov

Subject: **CM Services for Small Water Valve Replacement 2023**
COC Project No. WA2403.451

Dear Mr. Slotnick,

Sunrise Engineering, LLC (SE) is pleased to submit the following proposal to the City of Chandler (COC), to provide Construction Management (CM) Services for the Small Water Valve Replacement 2023 Project (WA2403.451). SE agrees, upon receipt of your acceptance, to perform the following identified services in accordance with the scope contained herein (attached Exhibit A and fees as shown in Exhibits B).

If you have any questions regarding this proposal, please contact me at 480.768.8600 or email at gchild@sunrise-eng.com. We look forward to working with you.

Sincerely,
SUNRISE ENGINEERING, LLC

Geoffrey S. Child, P.E.
Vice President

EXHIBIT "A"

CONSTRUCTION MANAGEMENT
SCOPE OF HOURLY NOT TO EXCEED SERVICES
WA2403.451 – SMALL WATER VALVE REPLACEMENT 2023

PROJECT TASKS

1. PRE-CONSTRUCTION ASSISTANCE

A. Task 1.1 Preconstruction Assistance

i. CM CONSULTANT must attend the pre-construction meeting.

ii. CM CONSULTANT must attend the pre-construction public meeting.

2. CONSTRUCTION MANAGEMENT

A. Task 2.1 Weekly Construction Meetings

i. CM CONSULTANT must conduct weekly construction meetings. Each meeting includes agenda and minutes; Request for Information (RFI); Shop Drawing; Field Directive (FD); Material Certification; and Allowance Logs. Consultant assumes 56 weekly meetings will be held. It is assumed that the overall schedule for the Contractor will be twelve (12) months plus 30 days for closeout for a total of 13 months.

B. Task 2.2 CPM Schedule

i. CM CONSULTANT must review and evaluate Contractor's initial CPM schedule and provide recommendations for acceptance.

ii. CM CONSULTANT must review Contractor's monthly CPM schedule updates submitted with each payment application, identify CPM tasks behind schedule that may affect critical path items, project substantial and final completion dates, and initiate correspondence to City regarding those tasks. Consultant assumes 13 reviews of updated CPM schedule.

C. Task 2.3 Requests for Information (RFI's)

i. CM CONSULTANT will review, evaluate, and respond to Contractor Requests for Information (RFI's); and prepare and maintain a submittal log of all RFI's. Consultant assumes a maximum of 12 RFI responses.

D. Task 2.4 Shop Drawing Submittals

i. CM CONSULTANT will 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 6 reviews.

E. Task 2.5 Contractor Time & Materials (T&M) Reviews

i. CM CONSULTANT must review Contractor Time and Materials (T&M) cost submittals and provide recommendations for approval. Consultant assumes a maximum of 6 reviews.

F. Task 2.6 Field Directives (FD's)

i. CM CONSULTANT must prepare Field Directive (FD) documents detailing requested additional work tasks; review and evaluate Contractor FD responses with approval recommendations; and prepare and maintain a submittal log list of all FD's. Consultant assumes 8 FD's.

G. Task 2.7 Contractor Payment Applications

i. CM CONSULTANT must review and evaluate Contractor monthly payment applications and make recommendation for payment; maintain a weekly record of constructed pay quantities and compile monthly totals; and coordinate payment application with the City quantity report and the inspectors' daily logs. Consultant assumes a maximum of 13 payment applications, with 2 reviews each.

H. Task 2.8 Public Outreach

i. The task will be performed as an ALLOWANCE in Section 8.3 ALLOWANCES below.

3. CONSTRUCTION INSPECTION

A. Task 3.1 Inspection Services

i. CM CONSULTANT must provide daily construction inspection to verify materials and installations conform to construction documents; prepare daily inspection reports documenting Contractor construction activities and progress during field inspection visits; and perform intermittent erosion control inspections. Consultant assumes one (1) inspector part-time for 20 hours per week for twelve (12) months.

B. Task 3.2 Project Closeout

i. CM CONSULTANT must compile non-conformance list prior to Substantial Completion; schedule and conduct Substantial Completion inspection; prepare Substantial Completion punch list generated from Substantial Completion inspection; track items on punch list and note completed items; and complete and distribute Substantial Completion certificates.

ii. CM CONSULTANT must schedule and conduct Final Completion inspection; and complete and distribute Final Completion certificates.

iii. CM CONSULTANT must provide all documents in an electronic version that matches the City's filing system, so it can be imported into City's files.

4. MCESD AOC SUBMITTAL

A. Task 4.1 Approval of Construction (AOC) Submittal

i. Consultant must complete Approval of Construction (AOC) applications and submit to Maricopa County Environmental Services Department (MCESD) for reclaimed water booster pump and potable water/sewer improvements. Approval to Construct (ATC) and all supporting documentation shall be provided to Consultant from City, design engineer and contractor.

5. MATERIALS TESTING

A. Task 5.1 Quality Control (QC) Test Program

i. CM CONSULTANT must review and verify Contractor's Quality Control material test type and frequencies are consistent with City and MAG; review and evaluate Contractor's QC test schedule and provide recommendations on acceptance; and review and evaluate all Contractor sampling, test, and inspection results for conformance with construction documents.

B. Task 5.2 Quality Assurance (QA) Test Program

i. CM CONSULTANT must prepare and maintain a materials Quality Assurance plan per City and MAG.

ii. CM CONSULTANT must coordinate with Contractor's testing representative to obtain required QA tests and sample; complete sampling and compaction

testing of subgrade (including lime-stabilized subgrade base), aggregate base and asphalt concrete materials in new asphalt concrete pavement areas; complete sampling and compaction testing of subgrade, aggregate base (where required) and concrete for new curbs, gutters, sidewalks and concrete pavement and structures; and complete sampling and compaction testing of backfill for new irrigation, sewer, water, storm drain pipe, and dry utilities.

6. RECORD DRAWINGS

A. **Task 6.1 Record Drawings**

i. CM Consultant will review and monitor Contractor's monthly updates on redline drawing set; review Contractor's submitted as-built Record Drawings; and will receive the final submitted as-built drawings and provide final as-builts to the City.

7. PROJECT MANAGEMENT

A. Task 7.1 Project Management, Coordination and Monitoring

i. This task will be for project management, coordination, and monitoring of the project by the CM CONSULTANT. CM Consultant must submit monthly invoices. Invoices will be broken down to the same level of detail as the attached fee schedule.

8. ALLOWANCES

A. Task 8.1 Owner's Allowance

i. Due to the nature of this project additional services may be required during the course of the project due to unforeseen circumstances. This allowance is intended for additional services (detailed description to be defined later) that will be provided upon written authorization from the City.

B. Task 8.2 Reimbursable Expenses

i. This will be an allowance used for reimbursable expenses which may include, but are not limited to, reprographics (documents, plans, reports, maps, mileage, etc.) related to the scope of work outlined in this contract.

C. Task 8.3 Public Outreach

i. CM CONSULTANT must provide public outreach services, whether by Consultant or subconsultant. Tasks will include but are not limited to: maintaining a call log; being a liaison between property owners and the City; coordination meetings; project meetings. It is assumed that this task will require approximately four (4) hours per week for twelve (12) months.

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

1. Application fees for City reviews and permits will be paid by CITY.
2. The Owner's Allowance will only be utilized with prior written approval from the City representative.
3. The Direct Expense Allowance will be used for normal reimbursable expenses on the project. Items must be billed at cost and backup must be provided with pay applications.

EXHIBIT "B"
COMPENSATION AND FEES

SUNRISE ENGINEERING

EXHIBIT B
Cost Summary – Man-hour Estimate - Hourly Rates

Cost Summary

CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
HOURLY NOT TO EXCEED BUDGET SUMMARY
WA2403.451 Small Water Valve Replacement 2023

Task	Description	Cost
1	**PRE-CONSTRUCTION ASSISTANCE**	
1.1	Pre-construction Assistance (1 pre-con meeting, 1 public meeting)	$2,380
	SUBTOTAL TASK 1:	**$ 2,380.00**
2	**CONSTRUCTION MANAGEMENT**	
2.1	Weekly Construction Meetings (56 meetings)	$16,668
2.2	CPM Schedule (13 reviews/updates)	$5,059
2.3	Requests for Information (RFIs) (max of 12 RFI responses)	$5,352
2.4	Shop Drawing Submittals (max of 6 reviews)	$2,676
2.5	Contractor Time & Materials (T&M) Reviews (max of 6)	$2,996
2.6	Field Directives (FDs) (max of 8)	$5,556
2.7	Contractor Payment Applications (13 applications)	$7,605
2.8	Public Outreach (See ALLOWANCES)	*See ALLOWANCES
	SUBTOTAL TASK 2:	**$ 45,912.00**
3	**CONSTRUCTION INSPECTION**	
3.1	Inspection Services (20 hours/week for 12 months)	$135,200
3.2	Project Closeout	$3,298
	SUBTOTAL TASK 3:	**$ 138,498.00**
4	**MCESD AOC SUBMITTAL**	
4.1	Approval of Construction (AOC) Submittal	$1,784
	SUBTOTAL TASK 4:	**$ 1,784.00**
5	**MATERIALS TESTING**	
5.1	Quality Control (QC) Test Program	$2,676
5.2	Quality Assurance (QA) Test Program	$3,568
	SUBTOTAL TASK 5:	**$ 6,244.00**
6	**RECORD DRAWINGS**	
6.1	Record Drawings	$4,392
	SUBTOTAL TASK 6:	**$ 4,392.00**
7	**PROJECT MANAGEMENT**	
7.1	Project Management, Coordination and Monitoring	$24,904
	SUBTOTAL TASK 7:	**$ 24,904.00**
SUBCONSULTANTS		
Subconsultant Name		$ -
	SUBTOTAL SUBCONSULTANTS:	**$ -**
8. ALLOWANCES		
Owner's Allowance		$10,000
Reimbursable Expenses		$8,700
Public Outreach		$30,000
	SUBTOTAL ALLOWANCES:	**$48,700**
	PROJECT TOTAL:	**$ 272,814.00**

SUNRISE ENGINEERING

EXHIBIT B
Cost Summary – Man-hour Estimate - Hourly Rates

Man-hour Estimate

Proposed Staff for this Project (see resumes):

Dave Dirren, CET – Construction Manager II
Daniel Didesch – Construction Inspector III
Jason Staley – Construction Inspector III
Isaac Saad, EIT – Engineer (EIT) III
Karla Grimm – Administration III

Phase	Task	Work Task Description	Engineer (E.I.T.) III	Admin III	Construction Manager II	Construction Inspector III	Direct Costs	Mileage	(hours)	($)
0001		**PRE-CONSTRUCTION ASSISTANCE**								
	001	Pre-construction Assistance (1 pre-con meeting, 1 public meeting)			10	6			16	$2,380
									Subtotal	**$2,380**
0002		**CONSTRUCTION MANAGEMENT**								
	001	Weekly Construction Meetings (56 meetings)	36		72				108	$16,668
	002	CPM Schedule (13 reviews/updates)	13		20				33	$5,059
	003	Requests for Information (RFIs) (max of 12 RFI responses)	24		12				36	$5,352
	004	Shop Drawing Submittals (max of 6 reviews)	12		6				18	$2,676
	005	Contractor Time & Materials (T&M) Reviews (max of 6)	12		8				20	$2,996
	006	Field Directives (FDs) (max of 8)	12		24				36	$5,556
	007	Contractor Payment Applications (13 applications)	6	13	26	13			58	$7,605
	-	Public Outreach (See ALLOWANCES)								$0
									Subtotal	**$45,912**
0003		**CONSTRUCTION INSPECTION**								
	001	Inspection Services (20 hours/week for 12 months)				1040			1040	$135,200
	002	Project Closeout	6		12	4			22	$3,298
									Subtotal	**$138,498**
0004		**MCESD AOC SUBMITTAL**								
	001	Approval of Construction (AOC) Submittal	8		4				12	$1,784
									Subtotal	**$1,784**
0005		**MATERIALS TESTING**								
	001	Quality Control (QC) Test Program	12		6				18	$2,676
	002	Quality Assurance (QA) Test Program	16		8				24	$3,568
									Subtotal	**$6,244**
0006		**RECORD DRAWINGS**								
	001	Record Drawings	24		6				30	$4,392
									Subtotal	**$4,392**
0007		**PROJECT MANAGEMENT**								
	001	Project Management, Coordination and Monitoring	52	12	104				168	$24,904
									Subtotal	**$24,904**
0008		**ALLOWANCES**								
	001	Owner's Allowance					$10,000			$10,000
	002	Reimbursable Expenses					$2,000	10000		$8,700
	003	Public Outreach					$30,000			$30,000
									Subtotal	**$48,700**
Sub-total Hours/Miles/Days			233	25	318	1063		10000	258	$272,814
Hourly Billing Rate			$143.00	$69.00	$160.00	$130.00		$0.670		
Total Dollars			$33,319	$1,725	$50,880	$138,190	$42,000	$6,700	**SUBTOTAL**	**$272,814**
									CONTRACT TOTAL	**$272,814**

EXHIBIT B
Cost Summary – Man-hour Estimate - Hourly Rates

Hourly Rates

SUNRISE ENGINEERING, INC.

Arizona Offices

2024- 1.1a Fee Schedule

CODE	CLASSIFICATION	RATE		CODE	CLASSIFICATION	RATE	
101	Engineer (E.I.T.) I	$123	*per hour*	051	Administrative I	$49	*per hour*
102	Engineer (E.I.T.) II	$133		052	Administrative II	$59	
103	Engineer (E.I.T.) III	$143		053	Administrative III	$69	
104	Engineer III	$173					
105	Engineer IV	$193		921	Survey Tech I	$89	
106	Engineer V	$213		922	Survey Tech II	$99	
110	Principal Engineer	$233		930	Survey CAD Tech	$139	
711	Project Manager I	$168		935	Survey Crew Chief	$165	
712	Project Manager II	$188		940	Survey Manager	$175	
301	Engineering Tech I	$99		945	Registered Surveyor	$189	
302	Engineering Tech II	$119		950	Principal Surveyor	$209	
303	Engineering Tech III	$132		351	Construction Inspector I	$95	
304	Engineering Tech IV	$142		352	Construction Inspector II	$115	
401	CAD Technician I	$94		353	Construction Inspector III	$130	
402	CAD Technician II	$104		354	Construction Inspector IV	$145	
403	CAD Technician III	$114		357	Construction Manager I	$135	
404	CAD Technician IV	$124		358	Construction Manager II	$160	
510	Civil Plan Reviewer	$155		MILE	Mileage	$0.670	*per mile*

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

EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A

Client#: 1915 SUNRISEENG

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
Moreton & Company
P.O. Box 58139
Salt Lake City, UT 84158-0139
801 531-1234

CONTACT NAME: Anne Marie Evans
PHONE (A/C, No, Ext): 801 531-1234 **FAX (A/C, No):** 801-531-6117
E-MAIL ADDRESS: aevans@moreton.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : Travelers Property Casualty Co. of Am	25674
INSURER C : Pacific Insurance Company	10046
INSURER D : Hanover Insurance Company	22292
INSURER E :	
INSURER F :	

INSURED
Sunrise Engineering, LLC
25 East 500 North
Fillmore, UT 84631

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			ZAGLB9236406	10/01/2023	10/01/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ZACAT9249106	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUP6S46464523	10/01/2023	10/01/2024	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			ZAWCI9423206	10/01/2023	10/01/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)			Stop Gap: WA, WY			E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional Liab			13OH040659623	10/01/2023	10/01/2024	$5,000,000 Ea Clm/Aggr $75,000 Ded.	
D	Valuable Papers			RH4H38783003	10/01/2023	10/01/2024	$100,000	

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

Project: Agreement No. WA2403.451 - Valve Replacement. City of Chandler, its agents, representatives, officers, directors, officials and employees are included as Additional Insureds where required by written contract for General Liability on a primary/noncontributory basis. Waiver of Transfer of Rights of Recovery attached. Separation of Insureds per CG0001. Umbrella Coverage follows form. Notice of Cancellation to certificate holder applies.

CERTIFICATE HOLDER

City of Chandler, Arizona
Attn: City Engineer
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

Zachariah Clockner

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS AGREED PER WRITTEN CONTACT OR WRITTEN AGREEMENT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

© Insurance Services Office, Inc., 2018

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT	ALL PROJECTS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

© Insurance Services Office, Inc., 2018

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

Named Insured: Sunrise Engineering, LLC

Policy Number: ZAGLB9236406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

 © Insurance Services Office, Inc., 2018

Named Insured: Sunrise Engineering, LLC

Policy Number: ZAGLB9236406

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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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 WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS.

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 10/01/2023 Policy No. ZAWCI9423206 Endorsement No.

Insured SUNRISE ENGINEERING,LLC. Premium INCL.

Insurance Company ARCH INSURANCE COMPANY

Countersigned By _____

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least **60** days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.
Endorsement Number:

Policy Number: ZACAT9249106

Named Insured: SUNRISE ENGINEERING,LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10-01-23

Named Insured: Sunrise Engineering, LLC

Policy Number: ZAGLB9236406

COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least **60** days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: ZAWCI9423206

Named Insured: SUNRISE ENGINEERING,LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10-01-23

City Council Memorandum Public Works & Utilities Memo No. CP25-028

Date: September 12, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Daniel Haskins, Capital Projects Division Manager
From: Sandra Story, Engineering Project Manager
Subject: Professional Services Agreement No. WW2401.201, Amendment No. 1, with Wilson Engineers, LLC., for the Water Reclamation Facility Improvements Phase 3 Design Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. WW2401.201, Amendment No. 1, to Wilson Engineers, LLC., for the Water Reclamation Facility Improvements Phase 3 Design Services, in the amount of $1,027,795.60.

Background/Discussion:

The Airport Water Reclamation Facility (AWRF), located at 905 East Queen Creek Road, was originally built in 1998 and the Ocotillo Water Reclamation Facility (OWRF), located at 3333 South Old Price Road, was originally built in 1985. Both facilities have aging infrastructure that require replacement and rehabilitation of existing equipment and/or structures. This third and final planned phase of improvements addresses all major prior recommendations identified in previous studies.

On February 22, 2024, City Council approved Professional Services Agreement No. WW2401.201, with Wilson Engineers, LLC, for the Water Reclamation Facility Improvements Phase 3 Design Services. An assessment of specific treatment processes and facilities was performed as part of the original design phase of this project and identified the rehabilitation and replacement work needed for operational improvements and rehabilitation of existing infrastructure at both facilities. The original project scope included some already known rehabilitation

and improvement items. However, as a result of the current assessment, additional items that were not previously evaluated or anticipated will need to be included in the currently ongoing project and are included in this amendment.

Amendment No. 1 includes design of the AWRF process air system upgrades, administration building modifications, and vactor truck dump station, as well as 10,000-gallon fuel storage tanks at both AWRF and OWRF. The agreement completion time of 545 calendar days following Notice to Proceed remains the same.

Evaluation:

The selection process was conducted in accordance with city policy and procedure and state law for professional services. On February 22, 2024, City Council awarded Professional Services Agreement No. WW2401.201, to Wilson Engineers, LLC, for the Water Reclamation Facility Improvements Phase 3 Design Services. Staff reviewed the scope of work, billing rates, and total fee for the project and determined them to be reasonable.

Financial Implications:

This amendment is in the amount of $1,027,795.60, for a revised total contract amount not to exceed $3,601,875.60.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
615.3910.6814.6WW621	Wastewater Operating	Water Reclamation Facility Improvem	$1,027,795.60	Y

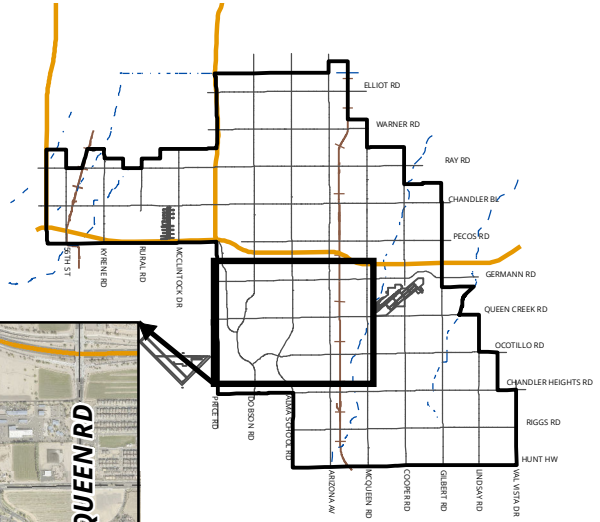
Attachments

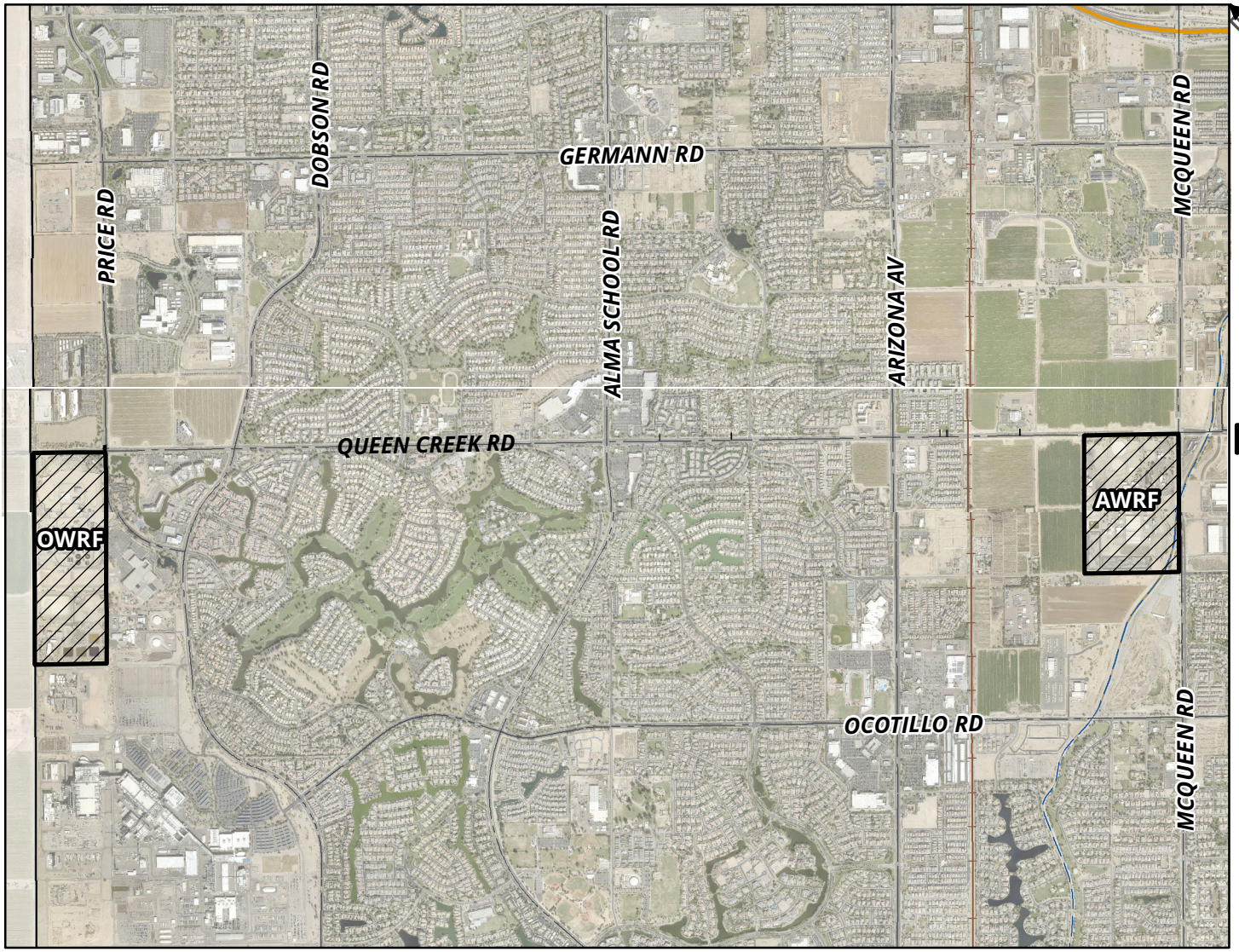
Location Map

Agreement - Wilson Engineers, LLC

CHANDLER arizona

WATER RECLAMATION FACILITY IMPROVEMENTS - DESIGN PROJECT NO. WW2401.201





MEMO NO. CP25-028

PROJECT SITE

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Capital Projects

AMENDMENT NO. 1 TO
DESIGN SERVICES AGREEMENT

Water Reclamation Facility Improvements Phase 3
Project No. WW2401.201

Council Date: September 12, 2024

THIS AMENDMENT NO. 1 ("Amendment No. 1") to the professional services agreement dated March 19, 2024, (the "Agreement") is made by and between the City of Chandler, an Arizona municipal corporation, ("City") and **Wilson Engineers, LLC.**, an Arizona limited liability company, ("Consultant"), on this _____ day of _____, 2024, ("Effective Date" by Clerk). (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. The Parties entered into the Agreement for **Design Services** ("Services") for the Water Reclamation Facility Improvements Phase 3 project.

B. The Parties have determined that it is necessary and desirable for the Consultant to perform services for the City under the terms and conditions set forth in this Amendment No. 1 and the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual promises contained in the Agreement and this Amendment No. 1, the Parties agree to amend and modify the Agreement as follows.

SECTION I – CONSULTANT'S SERVICES

The Consultant's Services are modified as described in the Exhibit "A" attached to and made part of this amendment by reference.

SECTION II – PERIOD OF SERVICE

The Period of Service remains the same as described in the Agreement.

SECTION III – PAYMENT OF COMPENSATION AND FEES

The Fees are increased by $1,027,795.60 and will be payable in accordance with Exhibit "B" attached to and made part of this amendment by reference, for a revised total not to exceed $3,601,875.60.

SECTION IV – CONFLICT AMONG DOCUMENTS

The Agreement, this amendment, and any previous amendments constitute the complete agreement between the Parties concerning the subject matter of the Agreement and replace any prior oral or written communications between the Parties. If a conflict or ambiguity arises between the Agreement and this amendment, the instrument in the following order prevails and controls: (1) this amendment; (2) any previous Amendments from most recent to oldest; and (3) the Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Amendment No. 1.

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONSULTANT"
Wilson Engineers, LLC.

8/14/24

Signature Date

Uday Kumar Gandhe

Print Name

Principal

Title

Uday.gandhe@wilson-engineers.com

Signer Email Address

These changes result in the following adjustments of Agreement amount and/or time:

Amendment authorized by Owner name: Josef Kennis	**Date:** 8/8/2024	
Consultant email: srengaraj@wilson-engineers.com		
Original Agreement amount:	$2,574,080	
Previous Amendment(s) total:	$0	
Last Agreement amount approved by Council:	$2,574,080	
This Amendment:	$1,027,795.60	
This Amendment + previous Amendment(s) not approved by Council total:	$1,027,795.60	
Revised Agreement total:	$3,601,875,60	
Council Approval Required (yes indicates approval required)	**Yes**	**No**
Amendment(s) total over $100,000:	☒	☐
Amendment(s) total causes Agreement to exceed $100,000:	☒	☐
Agreement Time		
Agreement time prior to this Amendment (including previous amendments):	545 Calendar Days	
Net change resulting from this Amendment:	0 Calendar Days	
Revised Agreement time (including this Amendment):	545 Calendar Days	
Council Approval (if applicable)		
Council Approval Date: September 12, 2024		

cc: Project Manager, Consultant, Owner, File

EXHIBIT A
SCOPE OF WORK

WATER RECLAMATION FACILITIES

PHASE 3 IMPROVEMENTS PROJECT

SCOPE OF SERVICES
CITY PROJECT NUMBER: WW 2401-201
August 09, 2024

The City of Chandler (CITY) selected Wilson Engineers (ENGINEER) to complete the Water Reclamation Facilities Improvements design at both the Airport and the Ocotillo WRFs to replace and rehabilitate existing processes. As part of the first phase of this project effort, the ENGINEER has completed the assessment of treatment facilities and identified the rehabilitation and replacement work needed for operational improvements and rehabilitation of existing infrastructure at both facilities. The original project scope included some already known rehabilitation and improvements items. However, as a result of the current assessment, additional items that were previously not identified or anticipated earlier would need to be included in the currently ongoing project. The following list briefly identifies the additional items.

1. Process Air System upgrades at AWRF to replace all blowers and flow control valves with automatic control
2. AWRF Administration Building modifications
3. Vactor Truck Dump Station at AWRF
4. 10,000 gallon fuel storage tank each at AWRF and OWRF

The scope of services for this phase is identified in the following paragraphs.

SCOPE OF SERVICES

The ENGINEER will complete the following scope for Design Phase of the project. Subsequent phases of work, if any, such as construction-related services for the Project will be provided under separate contracts.

TASK 1 - PROJECT MANAGEMENT

The ENGINEER will perform various project management and monitoring activities throughout the project, as delineated in the following tasks and sub-tasks. The ENGINEER shall prepare and submit regular monthly invoices and shall include a summary of the work completed for each billing cycle. The ENGINEER shall prepare authorization for Use of Allowance and obtain CITY's approval prior to beginning of any allowance work.

Prepare and distribute agenda and minutes for each meeting. Agenda will be submitted to the CITY at least two (2) days prior to the meeting. Minutes will be submitted to the CITY no more than five (5) days following each meeting.

Project Meetings: Conduct additional periodic project meetings with CITY representatives throughout the Project to keep the CITY informed of the project progress and obtain input and direction as required. The meeting objectives will include the presentation of alternative evaluations for CITY review and approval; results from data collection, and other outstanding project issues. The anticipated additional number of periodic meetings during this phase shall be six.

Project Workshops: Conduct an additional coordination workshop with CITY and other project stakeholders as necessary to obtain input and feedback for the Airport WRF Administration Building modifications and dump station. This workshop will facilitate interaction with CITY operations and maintenance (O&M) staff regarding the building layout and to identify current and future needs. This workshop will assist the Project Architect to move forward with the detailed modifications to the building.

TASK 200- PRELIMINARY DESIGN DEVELOPMENT

Preliminary Design Report (PDR): The ENGINEER will provide summary description for improvements of processes or systems that have been added to the project. The ENGINEER shall advance the design concepts and provide preliminary design criteria, document the preliminary alternatives, schematics, layouts, and criteria developed and evaluated in previous tasks into an overall combined Preliminary Design Report for both facilities. The PDR for the additional items shall include the following elements:

- Compilation of the anticipated preliminary design criteria for the recommended improvements and supporting facilities, compiled from the preliminary criteria developed under previous tasks.
- Preparation of a budgetary-level preliminary opinion of probable construction cost with project-related administrative, general conditions, bonds, insurance and other indirect costs (including design and construction management related fees) will be included to determine a total project cost estimate.

Preliminary Design Report will identify and finalize key design decisions to transition into detailed design. The draft PDR with additional items will be submitted to CITY for review. Along with the PDR, 30% design drawings will also be submitted for City's review. Upon receipt of comments, the ENGINEER will make appropriate revisions and submit a final PDR to the CITY.

Deliverables: Draft and Final Preliminary Design Report (6 copies each and electronic copy)

Drainage Reports: The ENGINEER will prepare a Drainage Report and preliminary Grading and Drainage Plan to document the incidental site drainage changes for this scope of work around the dump station. The Drainage Report will be submitted to the CITY along with the Agency Review submittal. The report will be included as an addendum to the PDR.
Deliverables: Drainage Report (electronic copies)

Develop Process Control Descriptions: The process air system improvements at AWRF requires updated or new process control descriptions. The ENGINEER will coordinate and develop process control descriptions prior to the 30% design and will include them in the PDR. Once the descriptions are reviewed by the City and finalized, they will be part of the Project Specifications.
Deliverables: Process Control Descriptions will be part of PDR at 30% and Project Specifications from 60% onwards (electronic copies)

3. DETAILED DESIGN DEVELOPMENT

The ENGINEER will prepare detailed construction documents for the Project. In the event the City determines to select a CMAR for the project, the documents will be used by the CMAR to prepare the construction cost model and corresponding GMP, project schedule, equipment and subcontractor procurement; as well as by the regulatory agencies to issues applicable permits for the construction and operation of the Project. Alternatively, the detailed design documents can be used for procuring the contractor using the bid method.
Preparation of construction drawings and technical specifications will be as follows:
1. Drafting and CADD Standards: The organization and preparation of construction drawings shall be in accordance with the City drafting guidelines.
2. Technical Specifications: Technical specifications shall be prepared using the City's Standard Specifications Guide Documents, Divisions 1 through 17.
The Engineer will prepare progress submittal packages when the design, drawings, and specifications are considered 30, 60, and 90 percent (%) complete as described in this scope of services. Two (2) copies of the progress submittal packages will be included with each submittal for City review. The level of detail on the drawings in each progress submittal should be as given below.

30% Progress Submittal: These level of drawings are used to convey information about the Project's overall appearance and configuration to the City and other Project stakeholders. These drawings are not intended for construction. The lists of drawings and specifications for each discipline shall be ready for

City review. The 30% drawings shall include Civil, Structural/Architectural, Electrical and Instrumentation Drawings.
Process and Instrumentation Devices (P&ID) should be developed to a degree which depicts the following:

- General instrumentation and control philosophy.
- Type of instrumentation.
- All primary and secondary control devices.
- Process area designation, drawing and equipment numbering system identified.

Preliminary Process Control strategies should be complete. Process control strategies shall be discussed and reviewed with the plant personnel at a project workshop prior to the 30% submittal. The draft process control strategies shall be submitted to the City prior to the meeting to provide sufficient time for City staff review. No specification submittal will be required at this time. The 30% Progress Submittal will be made along with the PDR discussed in Task 200 above.
Deliverables: Half size drawings (6 copies and a pdf copy). General instrumentation philosophy document and conceptual process overview schematic.

60% Progress Submittal: The drawings and specifications for each discipline are coordinated and have progressed where the design intent is established and must show the work in sufficient detail that a contractor can recognize elements and requirements for construction. All comments from the 30% submittal are satisfactorily addressed. The set of drawings shall include a cover sheet and an index sheet, Civil, Architectural, Structural, Mechanical, Electrical and Instrumentation Drawings. Draft Specifications for major equipment shall be included in the submittal.

The ENGINEER shall finalize the process control narratives for the additional elements at the WRFs along with all other design items, prior to completion of the 60% detailed design documents and after a detailed review of the narratives with the City staff.
Deliverables: Half size drawings (6 copies and a pdf copy). Draft specifications for major equipment for the project along with a list of equipment vendors for City's review. Process Control Descriptions for all processes that are included in the project including descriptions for any new processes that are added.

90% Progress Submittal (Agency Review Set): Drawings and details in all disciplines should be complete for all the additional design elements along with the other design items. Specifications should be essentially complete. Design calculations in all disciplines shall be essentially complete and checked. Comments on design, drawings and specifications from previous reviews must have appropriate responses before the 90% progress submittal is submitted. Comments from both the 30 and 60 percent

reviews by City staff, any constructability reviews, and review comments from regulatory agencies must have appropriate responses or actions.
Deliverables: Half size drawings (6 copies and a pdf copy), 3 full-size copies to be submitted to agencies for review.

Final (100%) Contract Documents: Drawings and specifications should be complete and accepted by the City. All construction documents should be complete and ready for construction pricing of the work. Deliverables: Half size drawings (6 copies, 1 full size copy and pdf and AutoCAD files), 1 full-size copy.

Maintenance of Plant Operations (MOPOs): The ENGINEER shall identify additional preliminary MOPO list that will identify areas of construction of additional facilities that interfaces with the existing facilities. The additional preliminary MOPO list shall be added to the other MOPO list along with the 30% Submittal and included in the preliminary design report. The preliminary MOPO list shall be used as the basis for development of the MOPO activities during the detailed design phase.

MOPO development shall occur during preparation of drawings and specifications and the ENGINEER's will include the following:

- Assist CMAR in developing additional draft MOPOs to be added to the current design elements list with input from City operation and maintenance staff.
- Incorporate additional MOPO requirements into the drawings and specifications.
- Participate in a site walk-through with CMAR and the City operation and maintenance staff. Assist the CMAR in determining the MOPO durations, constraints, and shared responsibilities for MOPOs.
- Review MOPOs prepared by the CMAR, incorporate the MOPOs in the specifications.

The MOPO list for City review will be included in the 60% and 90% Submittals. The final MOPOs developed by the CMAR must have City approval and will be included in the construction documents with the final submittal.

4. PERMITTING

The ENGINEER will perform permitting coordination activities throughout the Design Phase, as delineated in the following tasks and sub-tasks. Specific permits, plans and reviews anticipated under this Project include:

- City of Chandler- Building Permit (and Building Plan Review)
- City of Chandler- Civil Plan Review
- MCESD- Approval to Construct

- ADEQ Minor Amendment Application

5. PROJECT DELIVERY METHOD ASSISTANCE

The ENGINEER will assist the CITY with the CMAR project delivery method. The scope of work for this task is identified below.

CMAR Coordination: In the event the City's choses to use the Construction Manager at Risk project delivery method, the CM at Risk will be contracted to provide design phase services and then during construction will provide all services required of a general contractor. The relationship between the CM at Risk and the Engineer is intended to be collaborative and proactive, both participating as advisors to the City during the design phase. The City wants to incorporate a contractor's perspective and input to the Project planning and design decisions and have the ability to select certain components of the Project for construction prior to full completion of design.

Design Phase services by the CM at Risk may include:

- Provide a conceptual and progressively more detailed cost model to confirm budgets and guide design decisions;
- Provide detailed independent cost estimating and knowledge of market conditions;
- Provide a construction management plan and schedule;
- Provide alternate systems evaluation and constructability studies;
- Provide long-lead procurement studies and possibly initiate procurement of long-lead items;
- Provide procurement services for selection of subcontractors and suppliers;
- Prepare the Guaranteed Maximum Price (GMP) for construction;

The Engineer's effort to coordinate with the CM at Risk will consist of:

- Solicit CM at Risk input during design development as appropriate;
- Provide information for cost estimating;
- Provide assistance with long-lead procurement activities;
- Evaluate alternative systems suggested by CM at Risk;
- Respond to constructability review comments;
- Attend subcontractor pre-selection meetings conduct by CM at Risk;
- Assist and review during GMP development;
- Perform GMP proposal review and prepare recommendation to City;
- Assist City with review of the subcontractor/supplier bid and selection process.

The City may request the CM at Risk to proceed with early construction of certain project features before full project design is complete and request a GMP for that portion of the work. The Engineer will prepare the appropriate construction documents for such work. This may include;

- Early Procurement of Long-Lead Equipment Items (items that may be included consists of: blowers, iris valves, and electrical equipment) to be identified by the Project Team.
- Balance of Work

In addition to coordination with the CMAR, attend meetings with the third party cost consultant and provide them with the project submittals to facilitate their review of CMAR's GMP. The ENGINEER will attend up to a total of four meetings with the cost consultant for two separate GMP packages.
NOTE: A parallel cost estimate will not be performed as the CITY intends to hire a third-party cost estimator for additional cost model and GMP validation.

6. Other Direct Costs

Geotechnical Investigation: The ENGINEER will perform a geotechnical investigation with assistance from sub-consultant, which will include the drilling and sampling of up to four (4) test borings to determine subsoil conditions and provide samples for laboratory testing. The ENGINEER will submit draft Geotechnical Investigation Report to the CITY for review. The ENGINEER will further coordinate and consult with geotechnical sub-consultant to obtain geotechnical design data for construction any new facilities. The geotechnical investigation is limited to the OWRF site (as no new structures are anticipated at the Airport WRF as part of this project).
The CMAR shall review the Geotechnical Investigation Report and supporting data, and coordinate any additional investigations that they may determine to be necessary to be borne directly by the CMAR.
Deliverables: Draft and Final Geotechnical Investigation Report (electronic copies)

Topographical Site Survey: The ENGINEER with assistance from a sub-consultant will perform a site topographical survey to document the current conditions and surface features of the area proposed for the dump station at AWRF, the fuel storage tanks at the AWRF and OWRF and incidental paving/grading. Site survey will be based on City of Chandler datum and will include existing spot elevations for use in developing new contours; location and establishment of perimeter property lines based on existing legal descriptions, available survey reviews, and existing and future right-of-ways; and identification of above-ground structures, other identified facilities, and existing trees. Site survey will also include identification of staked geotechnical borings and horizontal grid development for design.
Deliverables: Draft Site Topographical Maps (electronic copies)

HVAC Services: The ENGINEER will provide HVAC engineering services including structural drawings and specifications as required to support the preliminary and detailed design services for proposed improvements.
Deliverables: HVAC Drawings and Specifications (electronic copies)

Architectural Services: The ARCHITECT will provide architectural services including architectural drawings and specifications as required to support the preliminary and detailed design services for Administration Building modifications at the AWRF.

Additional Engineering Allowance: This allowance is included for any new scope of work that the City may desire to be added to the project. Use of this allowance requires prior approval from the City.

END OF SCOPE OF WORK

EXHIBIT B
FEE SCHEDULE

City of Chandler
WRFs Phase 3 Improvements Project - Contract Amendment 01
City Project No.: WW2401.201
EXHIBIT "B-1"
Cost Plus Reimbursible Per Task

WILSON ENGINEERS

TASK DESCRIPTION		SUBTOTAL	
1. Project Management			**$ 48,590.00**
	Kick off Meeting	$ -	
	Project Meetings	$ *27,760.00*	
	Project Workshops	$ *20,830.00*	
	Project Schedule	$ -	
2. Preliminary Design Development			**$ 97,740.00**
	Preliminary Design Report	$ *75,940.00*	
	Drainage Reports	$ *7,770.00*	
	Develop Process Control Descriptions	$ *14,030.00*	
3. Detailed Design Development			**$ 668,120.00**
	30% Progress Submittal	$ *109,200.00*	
	60% Progress Submittal	$ *176,860.00*	
	90% Progress Submittal (Agency Review Set)	$ *267,330.00*	
	Final (100%) Contract Documents	$ *95,390.00*	
	MOPOs	$ *19,340.00*	
4. Permitting			**$ 14,090.00**
	City Permitting	$ *3,670.00*	
	MCESD Permitting	$ *4,830.00*	
	ADEQ APP Coordination	$ *5,590.00*	
	ADWR Coordination	$ -	
5. Project Delivery Method Assistance			**$ 32,860.00**
	Coordination with CMAR	$ *32,860.00*	
6. Other Direct Costs			**$ 126,865.00**
	Geotechnical Investigation	$ *10,000.00*	
	Topographical Site Survey	$ *2,500.00*	
	Architectural Services	$ *54,065.00*	
	HVAC Services	$ *30,300.00*	
	Reimbursable Expenses (Premit Fees, Printing etc)		
	Additional Engineering Allowance	$ *30,000.00*	
7. Owner's Allowance			**$ 39,530.60**
	TOTAL COST:		**$ 1,027,795.60**

City of Chandler
WRFs Phase 3 Improvements Project - Contract Amendment 01
City Project No.: WW 2401.201
EXHIBIT "B-2"
Hours and Rates

WILSON ENGINEERS

	Principal	Sr. PM	Sr. PM (E/I, Str., Process)	Sr. Engr.	Project Engineer / Proj. Prof	Lead EI&C	CADD Technicians	Admin	< PROJECT ROLE
	Uday Gandhe	*Sreeram R. Jaco K. Luis C.*	*Damien T. Tony L. Jason G. Chris Y. Scott L.*	*Katie G. Alex G. Sean Z. Vineet A.*	*Sydney A. Muthu K. Sai N. Yago Freire Channing A. Minhee P. Xavier G.*	*Elvin R. Sai C.*	*Kam C., Chase M. Amber A. Erin B. Calvin G.*	*Paulina D. Mikayla R.*	*< NAME OF PERSON*
	$ 265.00	$ 245.00	$ 225.00	$ 190.00	$ 145.00	$ 175.00	$ 125.00	$ 95.00	< HOURLY RATES
TASK DESCRIPTION									**TOTAL HOURS PER TASK**
1. Project Management	**8**	**16**	**28**	**76**	**104**	**8**	**32**	**14**	**286**
Kickoff Meeting									*0*
Project Meetings	4	8	12	40	64	8	24	8	*168*
Project Workshops	4	8	16	36	40	0	8	6	*118*
Project Schedule									*0*
2. Preliminary Design Report	**14**	**30**	**48**	**104**	**224**	**32**	**120**	**32**	**604**
Preliminary Design Reports	12	24	36	80	160	32	100	24	*468*
Drainage Report	0	2	4	8	24	0	8	4	*50*
Develop Process Control Descriptions	2	4	8	16	40	0	12	4	*86*
3. Detailed Design Development	**36**	**160**	**288**	**680**	**1408**	**338**	**1178**	**156**	**4244**
30% Progress Submittal	8	32	60	120	240	40	160	12	*672*
60% Progress Submittal	8	32	80	160	360	100	360	40	*1140*
90% Progress Submittal (Agency Review Set)	12	60	100	260	560	150	500	80	*1722*
Final (100%) Contract Documents	4	24	40	120	200	40	150	20	*598*
MOPOs	4	12	8	20	48	8	8	4	*112*
4. Permitting	**0**	**6**	**0**	**16**	**40**	**0**	**12**	**24**	**98**
City of Chandler Coordination		2	0	4	8	0	4	8	*26*
MCESD Coordination		2	0	4	16	0	4	8	*34*
ADEQ APP Coordination		2	0	8	16	0	4	8	*38*
ADWR Coordination									*0*
5. Project Delivery Method Assistance	**4**	**16**	**24**	**40**	**80**	**8**	**12**	**4**	**188**
Coordination with CMAR	4	16	24	40	80	8	12	4	*188*
6. Other Direct Costs	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
7. Owner's Allowance									
TOTAL HOURS:	62	228	388	916	1856	386	1354	230	**5420**

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. CP25-033

Date: September 12, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Daniel Haskins, Capital Projects Manager
Subject: Professional Services Agreement No. ST1614.451, Amendment No. 4, with Ritoch-Powell & Associates Consulting Engineers, Inc., for the Chandler Heights Road Improvements (McQueen Road to Gilbert Road) Construction Management Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. ST1614.451, Amendment No. 4, to Ritoch-Powell & Associates Consulting Engineers, Inc., for the Chandler Heights Road Improvements (McQueen Road to Gilbert Road)Construction Management Services, increasing the contract limit by $288,991.78.

Background/Discussion:

On March 21, 2022, City Council approved Professional Services Agreement No. ST1614.451, with Ritoch-Powell & Associates Consulting Engineers, Inc., to provide construction oversight for the widening of Chandler Heights Road to two through lanes each in the eastbound and westbound directions from McQueen to Gilbert roads. The project also included bike lanes, raised landscape medians, curb, gutter, sidewalk, American with Disabilities Act upgrades, traffic signal upgrades, streetlights, traffic signal interconnect, storm drainage, irrigation, block walls, and wet and dry utilities.

Amendment No. 1 extended the contract time by 225 days at no additional cost to the city to cover construction oversight for pre-construction services and procurement.

Amendment No. 2 extended the contract time by 194 days at no additional cost to the City for construction oversight on the project.

Amendment No. 3 extended the contract time by 30 days and added $90,782.56 to the agreement for construction oversight on the project.

This Amendment No. 4 is for construction administration, construction inspection, and Federal Highway Administration funding oversight and compliance. The construction contract has been extended due to materials issues, and the current schedule shows the completion date to be November 8, 2024. Construction management is required to provide full oversight over the project to ensure compliance when receiving federal funding. An additional 120 calendar days has been added to the contract time, for a revised total of 1,169 calendar days to final completion, following Notice to Proceed.

Evaluation:

The selection process was conducted through the Request for Qualifications process in accordance with city policy and procedure and state law. Staff reviewed the scope of work, billing rates, and total fees for the project and determined them to be reasonable.

Financial Implications:

This amendment is in the amount of $288,991.78, for a revised total agreement amount not to exceed $2,730,924.90. The City will be seeking reimbursement from the contractor for the costs related to this amendment through liquidated damages due to delay of project completion.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
415.3310.6517.0.6ST692.0	Arterial Street Impact Fees	Chandler Hts Rd (McQueen Rd to Gilb	$288,991.78	Y

Attachments

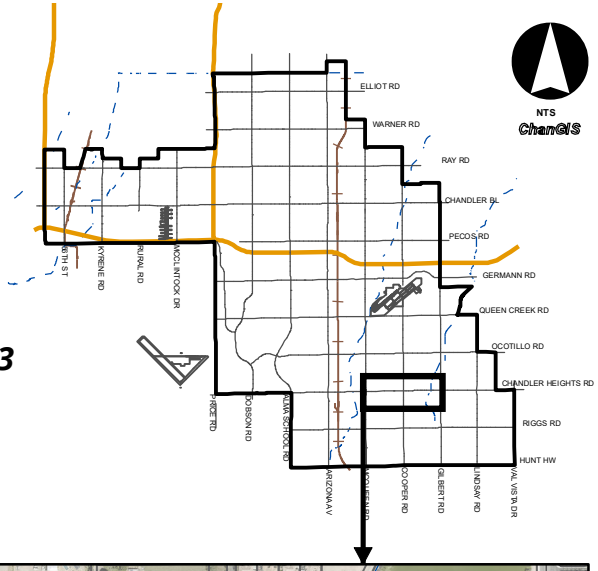
Location Map

Agreement - Ritoch-Powell

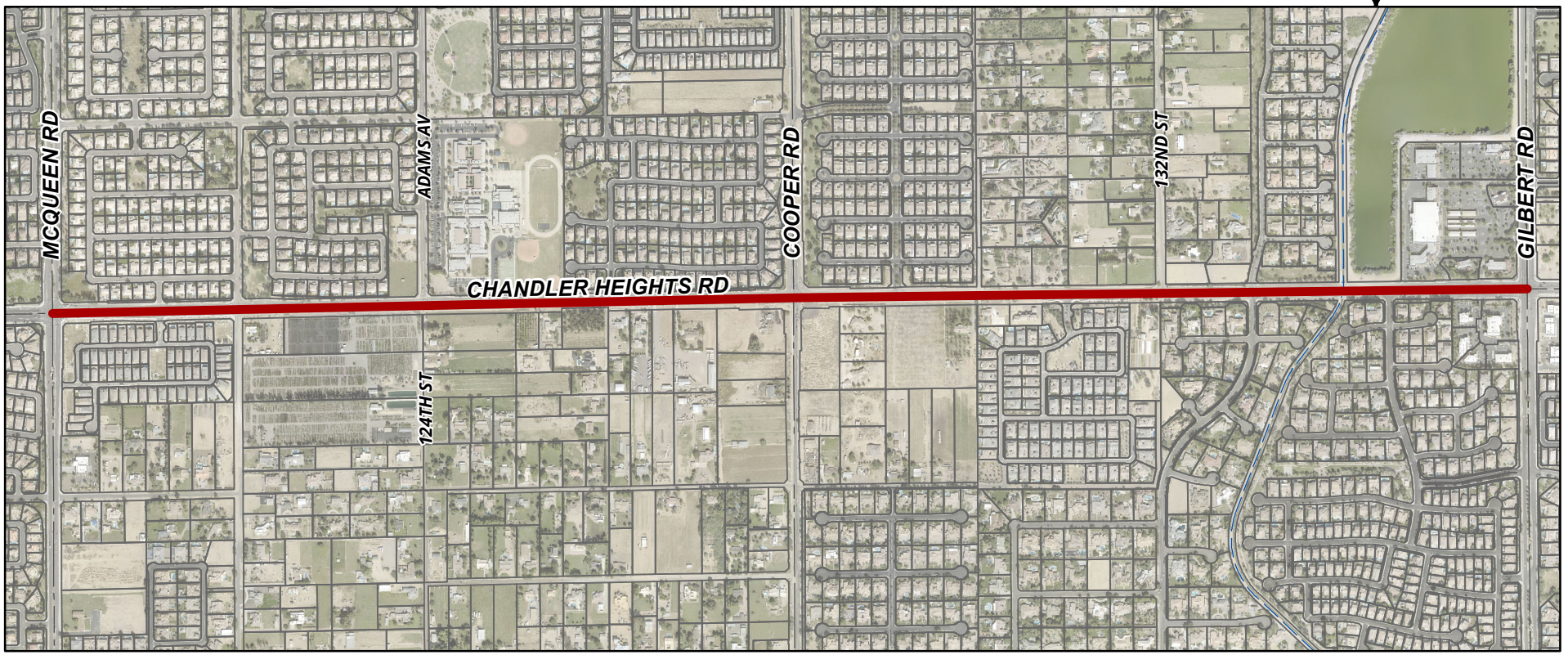
CHANDLER arizona

CONSTRUCTION MANAGEMENT SERVICES FOR CHANDLER HEIGHTS RD IMPROVEMENTS FROM MCQUEEN RD TO GILBERT RD PROJECT NO. ST1614.451

MEMO NO. CP25-033



PROJECT LOCATION



F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Capital Projects\CP22-049 CONSTRUCTION MANAGEMENT SERVICES FOR CHANDLER HEIGHTS RD\CP22-049.mxd 9/8/2021 MARICELAH

AMENDMENT NO. 4 TO
CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

CHANDLER HEIGHTS ROAD IMPROVEMENT (MCQUEEN ROAD TO GILBERT ROAD)
Project No. ST1614.451; CHN-0(240)D; ADOT NO.: T009901C

Council Date: September 12, 2024

THIS AMENDMENT NO. 4 ("Amendment No. 4") to the professional services agreement dated April 1, 2022, (the "Agreement") is made by and between the City of Chandler, an Arizona municipal corporation, ("City") and **Ritoch-Powell & Associates Consulting Engineer, Inc.**, an Arizona corporation, ("Consultant"), on this _____ day of _____, 2024, ("Effective Date" by Clerk). (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. The Parties entered into the Agreement for **Construction Management Services** ("Services") for the Chandler Heights Road Improvement (McQueen Road to Gilbert Road) project.

B. The Parties have determined that it is necessary and desirable for the Consultant to perform services for the City under the terms and conditions set forth in this Amendment No. 4 and the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual promises contained in the Agreement and this Amendment No. 4, the Parties agree to amend and modify the Agreement as follows.

SECTION I – CONSULTANT'S SERVICES

The Consultant's Services are modified as described in the Exhibit "A" attached to and made part of this amendment by reference.

SECTION II – PERIOD OF SERVICE

The Period of Service is increased by 120 calendar days for a revised total of 1,169 calendar days.

SECTION III – PAYMENT OF COMPENSATION AND FEES

The Fees are increased by $288,991.78 and will be payable in accordance with Exhibit "B" attached to and made part of this amendment by reference, for a revised total not to exceed $2,730,924.90.

SECTION IV – CONFLICT AMONG DOCUMENTS

The Agreement, this amendment, and any previous amendments constitute the complete agreement between the Parties concerning the subject matter of the Agreement and replace any prior oral or written communications between the Parties. If a conflict or ambiguity arises between the Agreement and this amendment, the instrument in the following order prevails and controls: (1) this amendment; (2) any previous Amendments from most recent to oldest; and (3) the Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 4 to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Amendment No. 4.

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONSULTANT"
RITOCH-POWELL & ASSOCIATES CONSULTING ENGINEER, 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: 2024.08.14 11:44:15-07'00' 08/14/24

Signature Date

Frank E. Henderson III

Print Name

Sr. Project Manager/Contract Manager

Title

fhenderson@ardurra.com

Signer Email Address

These changes result in the following adjustments of Agreement amount and/or time:

Amendment authorized by Owner name: Dan Haskins	**Date:** 8/13/24	
Consultant email: fhenderson@rpaeng.com		
Original Agreement amount:	$2,351,150.56	
Previous Amendment(s) total:	$90,782.56	
Last Agreement amount approved by Council:	$2,351,150.56	
This Amendment:	$288,991.78	
This Amendment + previous Amendment(s) not approved by Council total:	$379,774.34	
Revised Agreement total:	$2,730,924.90	
Council Approval Required (yes indicates approval required)	**Yes**	**No**
Amendment(s) total over $100,000:	☒	☐
Amendment(s) total causes Agreement to exceed $100,000:	☐	☒
Agreement Time		
Agreement time prior to this Amendment (including previous amendments):	1,049 Calendar Days	
Net change resulting from this Amendment:	120 Calendar Days	
Revised Agreement time (including this Amendment):	1,169 Calendar Days	
Council Approval (if applicable)		
Council Approval Date: September 12, 2024		

cc: Project Manager, Consultant, Owner, File

EXHIBIT A
SCOPE OF WORK

August 2, 2024

Mr. Scott Riter
Construction Project Manager
City of Chandler
Public Works & Utilities Capital Projects

RE: Construction Management (CM) Contract Modification
City Project No. ST1614.451
Chandler Heights (McQueen Rd. to Gilbert Rd.)

Dear Mr. Riter,

RITOCH-POWELL & ASSOCIATES (an Ardurra Company) is submitting attached Scope of Work and Fee Derivation for additional T&M compensation to provide construction administration, management and inspection services for the Chandler Heights Road project.

Our additional compensation totaling $288,991.78 for this contract modification is necessary to match the contractor's projected construction schedule to achieve Substantial Completion by September 9, 2024 and Final Completion by November 8, 2024. Contrctor's schedule extension increases our CM services contract by twenty eight (28) weeks through January 31, 2025 to complete contract close-out activities that include record drawings, AOCs, final contract invoices, etc. This contract modification is for construction administration during the additional contract time and sixteen (16) weeks of on-site inspection services.

We sincerely appreciate the opportunity to continue our City of Chandler relationships executing final design, construction administration, and inspection services and look forward to completing this construction 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: 2024.08.02 11:04:56-07'00'

Frank E. Henderson III
Sr. Project Manger

EXHIBIT "A"

CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
CONTRACT MODIFICATION
(FHWA FUNDED PROJECTS)

PROJECT TASKS

1. **PRE-CONSTRUCTION ASSISTANCE**
   - **A. Task 1.1 Preconstruction Assistance**
     - i. No additional services resulting from this contract modification.

2. **CONSTRUCTION MANAGEMENT**
   - **A. Task 2.1 Weekly Construction Meetings**
     - i. Scope of Work for this contract modification remains unchanged from existing contract except to add twenty (20) meetings.
   - **B. Task 2.2 CPM Schedule**
     - i. Scope of Work for this contract modification remains unchanged from existing contract except is increased to complete four (4) additional reviews.
   - **C. Task 2.3 Requests for Information (RFI's)**
     - i. No additional services resulting from this contract modification.
   - **D. Task 2.4 Shop Drawing Submittals**
     - i. Scope of Work for this contract modification remains unchanged from existing contract except is increased to complete ten (10) additional reviews.
   - **E. Task 2.5 Requests for Proposal (RFP)**
     - i. Scope of Work for this contract modification remains unchanged from existing contract except is increased to complete eight (8) additional reviews.
   - **F. Task 2.6 Time & Materials (T&M)**
     - i. Scope of Work for this contract modification remains unchanged from existing contract except is extended by eight (8)) weeks.
   - **G. Task 2.7 Contractor Payment Applications**
     - i. Scope of Work for this contract modification remains unchanged from existing contract except is increased to complete five (5) additional reviews.
   - **H. Task 2.8 Public Outreach**
     - i. Scope of Work for this contract modification remains unchanged from existing contract except is extended by eighteen (18) weeks.

3. **CONSTRUCTION ADMINISTRATION**
   - **A. Task 3.1 Federal Compliance Administration**
     - i. No additional services resulting from this contract modification.
   - **B. Task 3.2 Administrative Support**
     - i. No additional services resulting from this contract modification.

4. **CONSTRUCTION INSPECTION**
   - **A. Task 4.1 Inspection Services**
     - i. Scope of Work for this contract modification remains unchanged from existing contract except is extended by sixteen (16) weeks.
   - **B. Task 4.2 Landscape / Irrigation Inspection Services**
     - i. No additional services resulting from this contract modification.
   - **C. Task 4.3 Project Closeout**
     - i. No additional services resulting from this contract modification.

5. **UTILITY COORDINATION**
   - **A. Task 5.1 Utility Coordination**

i. No additional services resulting from this contract modification.

6. MATERIALS TESTING

A. Task 6.1 Quality Control (QC) Test Program

i. Consultant must perform additional asphalt cores, complete laboratory tests, review and verify Contractor's Quality Control material test type and frequencies are consistent with City, MAG, and ADOT requirements; review and evaluate Contractor's QC test schedule and provide recommendations on acceptance; and review and evaluate all Contractor sampling, test, and inspection results for conformance with construction documents.

B. Task 6.2 Quality Assurance (QA) Test Program

i. Scope of Work for this contract modification remains unchanged from existing contract except is extended by eighteen (18) weeks.

C. Task 6.3 Material Certifications

i. Scope of Work for this contract modification remains unchanged from existing contract except is extended by eighteen (18) weeks.

D. Task 6.4 Independent Assurance (IA) Test Program

i. Scope of Work for this contract modification remains unchanged from existing contract except is extended by eighteen (18) weeks.

7. RECORD DRAWINGS

A. Task 7.1 Record Drawings

i. Scope of Work for this contract modification remains unchanged from existing contract except additional coordination and record drawing review time is anticipated due to Contractor's multiple key personnel and lack of project oversight.

8. PROJECT MANAGEMENT

A. Task 8.1 Project Monitoring

i. Scope of Work for this contract modification remains unchanged from existing contract except is extended by twenty-eight (28) weeks.

B. Task 8.2 Manage Sub-Consultants

i. Scope of Work for this contract modification remains unchanged from existing contract except is extended by twenty-eight (28) weeks.

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

1. Consultant inspector hours are assumed to be one (1) inspector full time for sixty (60) hours per week for six (6) weeks to match Contractor's projected Substantial Completion date of September 9, 2024 and one (1) inspector full time for fifty (50) hours per week for ten (10) weeks to match Contractor's Final Completion date of November 8, 2024.

EXHIBIT B
FEE SCHEDULE

COST PROPOSAL SUMMARY

PROJECT NAME:	Chandler Heights Improvments (McQueen Road to Gilber Road)
PROJECT NO.:	ST1614.451
FEDERAL PROJECT NO.:	CHN-0(240)D
TRACS NO.:	T009901C

CONTRACT LABOR

CLASSIFICATION	MAN HOURS	HOURLY RATES	LABOR COSTS
Project Manager	0	$ 68.97	$ -
Project Manager	157	$ 68.97	$ 10,828.29
Engineer, Sr/Construction Manager	0	$ 63.51	$ -
Project Engineer	0	$ 43.50	$ -
Designer - Sr.	172	$ 33.02	$ 5,679.44
Inspector	860	$ 42.07	$ 36,180.20
Registered Land Surveyor	0	$ 39.65	$ -
Survey Tech/Operator 2	0	$ 20.37	$ -
2-Person Survey Crew	0	$ 49.50	$ -
Project Coordinator	139	$ 33.09	$ 4,599.51
0	0	$ -	$ -
0	0	$ -	$ -
		TOTAL DIRECT LABOR	$ 57,287.44
Overhead Rate	178.04%	OVERHEAD	$ 101,994.56
Fixed Capital Cost of Money (FCCM)	0.00%	FCCM	$ -
Fixed Fee	10%	FEE	$ 15,928.20
		SUBTOTAL CONTRACT LABOR	**$ 175,210.20**

Subtotal Contract Labor	$	175,210.20
Subtotal Direct and Outside Expenses	$	1,944.00
Subtotal Subconsultants	$	111,837.58
Total Contract Fee	$	288,991.78
Subtotal Allowances	$	-
Total Contract Fee & Allowances	**$**	**288,991.78**

DIRECT AND OUTSIDE EXPENSES

	DESCRIPTION	UNIT	UNIT RATE	QUANTITY	TOTAL
1	Personal Vehicle Mileage	Miles	$ 0.54	3600	$ 1,944.00
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	**$ 1,944.00**

SUBCONSULTANTS FEE

	SUBCONSULTANT	TASK	FEE
1	ATEK	QA Testing	$ -
2	RAMM	IA Testing	$ -
3	J2	Landscape / Irrigation	$ -
4	Makpro	Public Outreach	$ -
5	CEI	Federal Admin Assist	$ -
6	Lee	Traffic	$ -
7	Kimley Horn	Resident Engineer	$ 111,837.58
8			$ -
9			$ -
10			$ -
		SUBTOTAL SUBCONSULTANTS FEE	**$ 111,837.58**

ALLOWANCES

	CONSULTANT/EXPENSES	TASK	FEE
1			
2			
3			$ -
4			$ -
5			$ -
		SUBTOTAL ALLOWANCES	**$ -**

CONTRACT TERMS

PAYMENT METHOD		LUMP SUM	2018 Fed Fund Audit ALCP
	X	TIME AND MATERIALS	(RPA RATE TABLE NAME)
CONTRACT DURATION	194	(CALENDAR DAYS)	
PROCUREMENT METHOD	X	SOLICITATION / DIRECT SELECT	
		ON-CALL TASK ORDER	N/A
			(ON-CALL CONTRACT NO.)

Signature

Date

PHOENIX: 5727 N. 7th Street, Suite 120, Phoenix, AZ 85014 | P: 602-263-1177 | F: 602-277-6286
MESA: 63 E. Main Street, Suite 502, Mesa, AZ 85201 | P: 480-539-7497 | F: 480-539-2810
www.rpaeng.com

RPA
RYDCH-POWELL & ASSOCIATES

DERIVATION OF COST PROPOSAL SUMMARY

Task	Description	# of Sheets	Project Manager	Project Manager	Engineer, Sr/Construction Manager	Project Engineer	Designer - Sr.	Inspector	Registered Land Surveyor	Survey Tech/Operator 2	2-Person Survey Crew	Project Coordinator			Total Hours By Task	Total Cost By Task
		Hourly Rate	$ 68.97	$ 68.97	$ 63.51	$ 43.50	$ 33.02	$ 42.07	$ 39.65	$ 20.37	$ 49.50	$ 33.09	$ -	$ -		
1	**PRE-CONSTRUCTION ASSISTANCE**															
1.1	**Pre-Construction Assistance**														0	$0.00
i	*Pre-Construction Meeting*														0	$0.00
ii	*Pre-Construction Public Meeting*														0	$0.00
iii	*Public Outreach Coordination Meeting*														0	$0.00
	SUBTOTAL PRE-CONSTRUCTION ASSISTANCE		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**
2	**CONSTRUCTION MANAGEMENT**															
2.1	**Weekly Construction Meetings**														0	$0.00
i	*Conduct Weekly Construction Meetings*			20								20			40	$2,041.20
ii	*Prepare Agenda and Minutes*			5								10			15	$675.75
2.2	**CPM Schedule**														0	$0.00
i	*Review Baseline CPM schedule*														0	$0.00
ii	*Review Monthly CPM Schedule Updates*			1											1	$68.97
2.3	**Requests for Information (RFI's)**														0	$0.00
i	*Review and Respond to RFI's*														0	$0.00
ii	*Prepare and Maintain RFI Log*														0	$0.00
2.4	**Shop Drawing Submittals**														0	$0.00
i	*Review Shop Drawing Submittals*			5											5	$344.85
ii	*Prepare and Maintain Shop Drawing Log*											4			4	$132.36
2.5	**RFPs, T&Ms & FDs**														0	$0.00
i	*Prepare & review RFP Documents*														0	$0.00
ii	*Review Contractor T&M Submittals*			2											2	$137.94
ii	*Prepare & review FDs*														0	$0.00
iV	*Prepare and Maintain RFP, T&M, FD & AUR Logs*											4			4	$132.36
2.6	**Contractor Payment Applications**														0	$0.00
i	*Review Monthly Payment Applications*			5											5	$344.85
ii	*Maintain Weekly Record of Pay Qtys*														0	$0.00
iii	*Coordinate with City Qty Report*														0	$0.00
2.7	**Public Outreach**														0	$0.00
i	*Public Outreach Assistance*		SERVICES TO BE PERFORMED BY MAKPRO													
ii	*Public Outreach Services*			9											9	$620.73
	SUBTOTAL CONSTRUCTION MANAGEMENT		**0**	**47**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**38**	**0**	**0**	**85**	**$4,499.01**
3	**CONSTRUCTION ADMINISTRATION**															
3.1	**Federal Compliance Administration**											36			36	$1,191.24
3.2	**Administrative Support**		SERVICES TO BE PERFORMED BY CEI												0	
	SUBTOTAL CONSTRUCTION ADMINISTRATION		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**36**	**0**	**0**	**36**	**$1,191.24**
4	**CONSTRUCTION INSPECTION**															
4.1	**Inspection Services**														0	$0.00
i	*Weekly Construction Inspection*			61			172	774							1,007	$42,448.79
ii	*Prepare Daily Inspection Reports*							86							86	$3,618.02
iii	*Perform Erosion Control Inspection*														0	$0.00
4.2	**Landscape / Irrig Inspection Services**														0	$0.00
i	*Observe Irrig System Layout and Install*		SERVICES TO BE PERFORMED BY J2												0	
ii	*Observe Irrig System Pressure Tests*														0	$0.00
iii	*Attend Nursery Visit to Tag Plant Material*														0	$0.00
4.3	**Project Closeout**														0	$0.00
i	*Conduct Substantial Complete Inspection*														0	$0.00
ii	*Prepare Substantial Punch List*														0	$0.00
iii	*Conduct Final Complete Inspection*														0	$0.00
iv	*Substantial and Final Complete Certificates*														0	$0.00
	SUBTOTAL CONSTRUCTION INSPECTION		**0**	**61**	**0**	**0**	**172**	**860**	**0**	**0**	**0**	**0**	**0**	**0**	**1,093**	**$46,066.81**
5	**UTILITY COORDINATION**															
5.1	**Utility Coordination**														0	$0.00
i	*Coordinate New Services and Relocates*														0	$0.00
ii	*MCESD AOC Application*														0	$0.00

DERIVATION OF COST PROPOSAL SUMMARY

Task	Description	# of Sheets	Project Manager	Project Manager	Engineer, Sr/Construction Manager	Project Engineer	Designer - Sr.	Inspector	Registered Land Surveyor	Survey Tech/Operator 2	2-Person Survey Crew	Project Coordinator			Total Hours By Task	Total Cost By Task
	Hourly Rate		$ 68.97	$ 68.97	$ 63.51	$ 43.50	$ 33.02	$ 42.07	$ 39.65	$ 20.37	$ 49.50	$ 33.09	$ -	$ -		
	SUBTOTAL UTILITY COORDINATION		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**
6	**MATERIALS TESTING AND QUALITY ASSURANCE**															
6.1	**QC Test Program**														0	$0.00
i	*Review QC Test Type and Frequency*														0	$0.00
ii	*Review QC Test Schedule*														0	$0.00
iii	*Review Weekly Results for Conformance*			10											10	$689.70
6.2	**QA Test Program**														0	$0.00
i	*Prepare and Maintain Material QA Plan*														0	$0.00
ii	*Coordinate IA Testing and Sampling*														0	$0.00
iii	*Coordinate QA Testing and Sampling*		SERVICES TO BE PROVIDED BY ATEK												0	
iv	*Complete Subrade, AB, AC Testing*														0	$0.00
v	*Complete Concrete Testing*														0	$0.00
vi	*Complete Utility Backfill Testing*														0	$0.00
6.3	**Material Certifications**														0	$0.00
i	*Review and Verify Material Certifications*														0	$0.00
ii	*Prepare and Maintain Material Cert Log*														0	$0.00
6.4	**IA Test Program**														0	$0.00
i	*3rd Party IA Testing*		SERVICES TO BE PROVIDED BY RAMM												0	
	SUBTOTAL MATERIALS TESTING AND QUALITY ASSURANCE		**0**	**10**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**10**	**$689.70**
7	**RECORD DRAWINGS**															
7.1	**Record Drawings**														0	$0.00
i	*Review and Monitor Contractor Redlines*														0	$0.00
	SUBTOTAL RECORD DRAWINGS		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**
8	**PROJECT MANAGEMENT**															
8.1	**Project Monitoring**			28								35			63	$3,089.31
8.2	**Manage Sub-Consultants**			11								30			41	$1,751.37
	SUBTOTAL PROJECT MANAGEMENT		**0**	**39**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**65**	**0**	**0**	**104**	**$4,840.68**
	Total Hours		**0**	**157**	**0**	**0**	**172**	**860**	**0**	**0**	**0**	**139**	**0**	**0**	**1,328**	
	Total Dollars		**$ -**	**$ 10,828.29**	**$ -**	**$ -**	**$ 5,679.44**	**$ 36,180.20**	**$ -**	**$ -**	**$ -**	**$ 4,599.51**	**$ -**	**$ -**		**$ 57,287.44**

EXHIBIT "C"
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

7/30/2024

CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
CHANDLER HEIGHTS ROAD (McQUEEN RD TO GILBERT RD)
CONTRACT MODIFICATION #4

PROJECT UNDERSTANDING

The current scope of work was based off the Chandler Heights Road Contractor Change Order Number one which extended the Substantial Completion Date to 5/3/2024 and the Final Completion Date to 7/2/2024. The Contractor will not be able to meet either of these dates. The delays to the project have been outside of Kimley-Horn's control and require additional effort above and beyond the current contract scope of work. At the request of Ardurra and the City of Chandler, this contract modification has been prepared so that Kimley-Horn provides the additional effort anticipated to reach the projected Substantial Completion Date of 9/9/24 and the projected Final Completion date of 11/8/24.

PROJECT TASKS

1. PRE-CONSTRUCTION ASSISTANCE (NOT USED)

A. Task 1.1 Preconstruction Assistance

2. CONSTRUCTION MANAGEMENT

A. Task 2.1 Weekly Construction Meetings (NOT USED)

B. Task 2.2 CPM Schedule

i. Consultant will review Contractor's monthly CPM schedule updates submitted with each payment application, identify CPM tasks behind schedule that may affect critical path items, project substantial and final completion dates and initiate correspondence to City regarding those tasks. Consultant assumes up to four (4) additional reviews of updated CPM schedule remain outside the current scope of work.

C. Task 2.3 Requests for Information (RFI's) (NOT USED)

D. Task 2.4 Shop Drawing Submittals

i. Consultant will review, evaluate, and respond to Contractor shop drawing submittals. Consultant will review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders. Consultant assumes up to ten (10) additional reviews outside the current scope of work.

E. Task 2.5 Time and Materials Review

i. Consultant will review Contractor Time and Materials (T&M) cost submittals and provide recommendations for approval. Consultant assumes up to eight (8) additional T&Ms, with two (2) reviews each outside the current scope of work.

F. Task 2.6 Field Directives (FD's) (NOT USED)

G. Task 2.7 Contractor Payment Applications

i. Consultant will review and evaluate Contractor monthly payment applications and make recommendation for payment; and coordinate payment application with the City quantity report and the inspectors' daily logs. Recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections. Consultant assumes up to five (5) additional payment applications remain outside the current scope of work, with two (2) reviews each.

H. Task 2.8 Public Outreach

i. Consultant will coordinate with City and Ardurra for additional public outreach services. Additional public outreach is needed during the additional seventeen (17) weeks to reach substantial completion.

I. Task 2.9 Unforeseen Conditions

i. Consultant has expended extensive out of scope effort attending meetings, reviewing and sending letters, and conducting site visits related to the Contractor's inability to manage and construct the project appropriately. There are three items which have required additional effort outside the current contract. The change in Contractor key personnel, out of compliance traffic signals at Adams Ave, the out of compliance pavement east of Cooper, and the unforeseen sinkhole west of Senate.

1. Change in Contractor key personnel. Early in 2024 the Contractor lost their project manager, superintendent, project engineer, grading foreman, and a majority of the concrete crew. The Consultant conducted multiple site visits and meetings in an attempt to get the new staff familiar with the project and to train new Contractor staff on federal processes such as pay applications, material certifications, time and material work, and partnering.
2. Traffic Signal at Adams. The Contractor installed two traffic signals at Adams Ave which were not in compliance with the construction documents. Consultant conducted multiple site visits and coordination meetings to discuss and review the out of compliance signal. Meetings and coordination included Consultant staff from the traffic signal group and the structural group to review and respond to letters sent by the Contractor.
3. East side pavement. Approximately 4,200 linear feet of asphalt was paved out of compliance with the project documents east of Cooper. Consultant conducted multiple site visits, reviewed multiple remediation actions from the Contractor, attended multiple meetings, and provided remediation recommendations to help resolve the issue.

3. CONSTRUCTION ADMINISTRATION (NOT USED)

4. CONSTRUCTION OBSERVATION

A. Task 4.1 Observation Services

i. Consultant will provide supplemental construction observation and site visits to review construction progress and construction issues. Consultant assumes up to two (2) site visit per month for four (4) hours per visit for up to four (4) months for the Project Engineer remains outside the current scope of work. Consultant assumes up to two (2) site visits per week for four (4) hours per visit for up to seventeen (17) weeks for the Senior Project Manager remain outside of the current scope of work. Consultant will make these visits to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work.

B. Task 4.2 Project Closeout (NOT USED)

5. UTILITY COORDINATION (NOT USED)

6. MATERIALS TESTING

A. Task 6.1 Quality Control (QC) Test Program

i. The CIP Contractor submits weekly QC reports showing all field and lab testing data. Consultant will reviews these weekly reports to verify Contractor's Quality Control material test type and frequencies are consistent with City, MAG, and ADOT requirements; review and evaluate Contractor's QC test schedule and provide recommendations on acceptance; and review and evaluate all Contractor sampling, test, and inspection results for conformance with construction documents. The Contractor time extension requires up to seventeen (17) additional weekly QC report reviews.

B. Task 6.2 Quality Assurance (QA) Test Program

i. Consultant will review QA testing is consistent with Contractor's QC testing results. The Contractor time extension requires up to seventeen (17) additional weekly QA report reviews.

C. Task 6.3 Material Certifications

i. Consultant will review and verify material certifications are met including "Buy America" requirements and prepare and maintain materials certificate and "Buy America" requirement submittal log. The Contactor time extension has resulted in the Contractor submitting more material certifications with less material quantity per submittal. This requires up to four (4) months of additional material certification reviews and log preparation.

7. RECORD DRAWINGS

A. Task 7.1 Record Drawings

i. Due to multiple changes in Contractor's key personnel over the course of the project and the lack of current Contractor project management, we anticipate additional effort to finalize record drawings will be required.

8. PROJECT MANAGEMENT (NOT USED)

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

1. Application fees for City reviews and permits will be paid by CITY.
2. The following items are excluded from this scope of work:
    a. Special Inspections
    b. Aerial Mapping and photography
    c. Environmental Investigation
    d. Potholing and survey for potholing
    e. Private and public utility relocation design
    f. Drainage analysis or design
    g. Pavement design
    h. Federal compliance administration support
    i. GIS survey or data processing
    j. Traffic Control review and approval
    k. Contractor claim review and coordination
3. Consultant will not supervise, direct, or have control over the Contractor's work, nor shall the Consultant have authority to stop the work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by the Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws.
4. Consultant does not guarantee the performance of any Contractor and has no responsibility for the Contractor's failure to perform its work in accordance with the Contract Documents.

Kimley»Horn

Project Name **Chandler Heights Road Construction Management**
Contract Modification #4

7/30/2024

CONTRACT LABOR

Classification	Man Hours	Billable Rates		Labor Costs
Sr Project Manager/Professional II	0	$	84.82	$ -
Senior Professional I	298	$	70.94	$ 21,140.12
Professional	220	$	58.60	$ 12,892.00
Analyst	0	$	49.35	$ -
Designer	0	$	43.18	$ -
Administrative	0	$	30.84	$ -

		Total Direct Labor	$ 34,032.12
Overhead Rate	1.94%	Total Labor and Overhead	$ 66,178.86
Fixed Capital Cost of Money	0.31%	Fixed Capital Cost of Money	$ 105.50
Fixed Fee	10%	Net Fee (Subtotal x 10% Fixed Fee)	$ 10,021.10
		Subtotal Contract Labor	**$ 110,337.58**

DIRECT AND OUTSIDE EXPENSES

General Expenses		$ 1,500.00
	Subtotal Direct & Outside Expenses	**$ 1,500.00**

TOTALS

Subtotal Contract Labor	$ 110,337.58
Direct & Outside Expenses	$ 1,500.00
Total Contract Modification Fee	**$ 111,837.58**

Detail of Consultant's Compensation
Chandler Heights Road Construction Management
Contract Modification 4 - July 30th, 2024

Kimley»Horn

TASK DESCRIPTION	SUBTOTAL	Sr. PM/Prof II	Sr. Prof.	Prof.	Analyst	Designer	Admin.
		$ 84.82	$ 70.94	$ 58.60	$ 49.35	$ 43.18	$ 30.84
1 - PRE-CONSTRUCTION ASSISTANCE (NOT USED)	$ -	-	-	-	-	-	-
2 - CONSTRUCTION MANAGEMENT	$ 16,597	-	134	121	-	-	-
2.1 Weekly Construction Meetings	$ -						
2.2 CPM Schedule	$ 1,178		10	8			
2.3 Requests for Information (RFI)	$ -						
2.4 Shop Drawing Submittals	$ 1,881		10	20			
2.5.1 Requests for Proposal (RFP)	$ -						
2.5.2 Time & Materials (T&M)	$ 2,825		20	24			
2.6 Field Directives (FD)	$ -						
2.7 Contractor Payment Applications	$ 3,239		25	25			
2.8 Public Outreach	$ 3,408		34	17			
2.9 Unforeseen Conditions	$ 4,065		35	27			
3 - CONSTRUCTION ADMINISTRATION (NOT USED)	$ -	-	-	-	-	-	-
4 - CONSTRUCTION OBSERVATION	$ 11,523	-	136	32	-	-	-
4.1 Observation Services	$ 11,523		136	32			
4.2 Project Closeout	$ -						
5 - UTILITY COORDINATION	$ -	-	-	-	-	-	-
5.1 Utility Coordination	$ -						
6 - MATERIALS TESTING	$ 4,031	-	18	47	-	-	-
6.1 Quality Control (QC) Test Program	$ 648		5	5			
6.2 Quality Assurance (QA) Test Program	$ 941		5	10			
6.3 Material Certifications	$ 2,443		8	32			
6.4 Independent Assurance (QA) Test Program	$ -						
7 - RECORD DRAWINGS	$ 1,881	-	10	20	-	-	-
7.1 Record Drawings	$ 1,881		10	20			
8 - Project Management	$ -	-	-	-	-	-	-
8.1 Project Management and Project Monitoring	$ -						
SUBTOTAL DIRECT LABOR	$ 34,032	0	298	220	0	0	0

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. UA25-014

Date: September 12, 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: Agreement No. 4521, Amendment No. 2, Supervisory Control and Data Acquisition (SCADA) Maintenance Services

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Proposed Motion:

Move City Council approve Agreement No. 4521, Amendment No. 2, with Schneider Electric Systems USA, Inc., for the sole source purchase of SCADA maintenance services, in an amount not to exceed $146,102, for the period of one year, July 1, 2024, through June 30, 2025.

Background/Discussion:

The Public Works & Utilities Department provides water and wastewater services to over 250,000 residents. These systems rely heavily on automation to reliably communicate and control water and wastewater facilities. This automation is primarily accomplished through the Supervisory Control and Data Acquisition (SCADA) system. SCADA controls and monitors the Pecos Surface Water Treatment Plant (PSWTP), Airport Water Reclamation Facility (AWRF), and 58 remote facilities including water production facilities, water quality monitoring stations, wastewater lift stations, and reclaimed water facilities. Beyond system control, SCADA captures operations data throughout the system for regulatory reporting and system analysis.

This contract will be used to maintain the Foxboro SCADA systems currently in place at PSWTP and AWRF. Since the SCADA systems at PSWTP and AWRF are proprietary and highly specialized, it is necessary to have personnel available who specialize in maintaining these systems. Schneider will provide technical staff who are specifically trained in maintaining these systems to complete repair and

preventative maintenance tasks. Routine equipment life cycle assessments will also be conducted to help staff plan for equipment replacement needs. Staff will also utilize this contract to ensure the SCADA systems are updated with the latest software revisions to ensure full compliance with cybersecurity guidelines.

Evaluation:

On June 15, 2023, City Council approved an agreement with Schneider Electric Systems USA, Inc., for the sole source purchase of SCADA maintenance services, for a one-year period, with the option of up to two one-year extensions. The contractor has agreed to extend for one additional year at the same terms and conditions, with a slight price increase per the previously agreed upon fee schedule. Amendment No.1 corrected the fee schedule for the original agreement. This Amendment No. 2 is the first extension of the original agreement.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
605.3830.5219	Water Operating	Other Professional Services	73,324.00	N
615.3960.5219	Wastewater Operating	Other Professional Services	72,778.00	N

Attachments

Amendment

Docusign Envelope ID: E65CF443-20E8-4595-A0DF-4C7B44563B4A

City Clerk Document No. _____

City Council Meeting Date: September 12, 2024

AMENDMENT TO CITY OF CHANDLER AGREEMENT
MASTER AGREEMENT FOR THE SALE OF GOODS, SERVICES, AND SOFTWARE
BETWEEN CITY OF CHANDLER AND SCHNEIDER ELECTRIC SERVICES
CITY OF CHANDLER AGREEMENT NO. 4521

THIS AMENDMENT NO. 2 (Amendment No. 2) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Schneider Electric Systems USA, 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 SCADA electronic maintenance services at the Pecos Surface Water Treatment Plant and the City of Chandler Airport (Agreement); and

WHEREAS, the term of the Agreement is July 1, 2023, through June 30, 2024, with the option of up to two one-year extensions; and

WHEREAS, the Parties wish exercise the first option to extend the Agreement through this Amendment for the period of 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 6.1, Fees is amended to read as follows: Notwithstanding anything to the contrary in any schedule or exhibit, no Fees will be due or owed, with respect to any Services unless and until: (i) the parties agree to a Schedule covering such Services as listed in Revised Exhibit B, and (ii) City receives an invoice for the relevant Fees.

3. Section 12.1, Agreement Term is amendment to read as follows: The Agreement is extended for

Docusign Envelope ID: E65CF443-20E8-4595-A0DF-4C7B44563B4A

a one-year period July 1, 2024, through June 30, 2025.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 2 and the Agreement, the terms and conditions in this Amendment No. 2 prevail and control.

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Amyn Khetani

Its: BUSINESS FINANCE MANAGER

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

Docusign Envelope ID: E65CF443-20E8-4595-A0DF-4C7B44563B4A

REVISED EXHIBIT B
FEE SCHEDULE

Pecos Surface Water Treatment Plant Fees

Premium Level Description	Year 1	Year 2	Year 3
Foxboro DCS System Included Services:	$57,156	$60,058	$63,102

Airport Water Reclamation Facility Fees

Premium Level Description	Year 1	Year 2	Year 3
Foxboro DCS System Included Services:	$82,618	$86,706	$91,000

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. ST25-003

Date:	September 12, 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 Pavement Maintenance Materials

Proposed Motion:

Move City Council approve the purchase of pavement maintenance materials, from Pavement Restoration, Inc., utilizing Pinal County Contract No. 240328, in an amount not to exceed $306,801.

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 various seals that focus on roadway sections that are in satisfactory condition by replenishing the asphalt binder and fine aggregate material lost through oxidation, weathering, and aging.

The scope of work includes an asphalt rejuvenator seal, Reclamite, which is applied to street sections to preserve and lengthen the life of the asphalt by sealing smaller cracks and restoring the asphalt binder. Sealants of this type are commonly used in the southwestern United States by local counties and municipalities. This agreement will be adequate to rehabilitate an estimated 15 lane miles of residential roadway sections. Roadway sections will not be closed during the seal application, as only half a street will be sealed at a time. The contractor's scope of work also includes providing material, application, and all traffic control related to the project. Staff will coordinate with the Communications and Public Affairs (CAPA) Department to post project location maps on the city's

website. The contractor is responsible for distribution of informational door hangers to notify citizens and businesses when work is scheduled in their areas.

Evaluation:

Pinal County competitively solicited and awarded a contract for pavement maintenance materials. The city has an agreement with the Strategic Alliance for Volume Expenditures (SAVE) purchasing cooperative allowing for use of Pinal County's contracts. Staff recommends cooperative use of this contract because it provides uniform competitive pricing for this cost-effective pavement preservation product. The term of Pinal County's contract is valid through August 1, 2025.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
215.3300.6513	Highway User Revenue	N/A	$306,801	N

CHANDLER arizona
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City Council Memorandum Public Works & Utilities Memo No. UA25-011

Date:	September 12, 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 Maintenance Basin Recoating Services

Proposed Motion:

Move City Council approve the purchase of water maintenance piping recoating services, from Joseph Painting Company, Inc., dba JPCI Services, utilizing Town of Gilbert Agreement No. 321000003, in an amount not to exceed $223,000.

Background/Discussion:

The Pecos Surface Water Treatment Plant (PSWTP), located at 1475 E. Pecos Road, was built in 1987 and placed into service in 1989. There are three conventional sedimentation basins at the PSWTP which were commissioned in 1989 and are part of the process used to treat and produce drinking water that meets all state and federal standards. This drinking water is ultimately delivered to residents, businesses, and industries throughout Chandler.

Recently, a routine inspection of Pre-Sedimentation Basin #1 at PSWTP revealed several failure points in the coating which protects the metal components within the basin. With a coating failure, water which is processed through the basin will begin corroding and weakening the steel components. If left with no coating protection, the metal structures will ultimately fail and require complete replacement. Replacement of the metal components within the basin can be expensive and time intensive, as well as cause the PSWTP to lose valuable production capacity during the critical peak summer demand months.

Accordingly, PSWTP staff has worked with JPCI representatives to develop a

scope and fee associated with recoating the metal components within Pre-Sedimentation Basin #1. This purchase will provide for the labor and materials required to completely recoat and protect all metal components within the basin.

Evaluation:

The Town of Gilbert competitively solicited and awarded a contract for wastewater maintenance services. The City has an existing linking agreement with Joseph Painting Company, Inc., dba JPCI Services, for cooperative use of its contracts. Staff recommends the cooperative use of this contract because of competitive pricing and the variety of services provided. The Town of Gilbert contract is valid through June 30, 2025.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
605.3860.5419.0.0.0	Water Operating	N/A	$223,000	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. UA25-009

Date:	September 12, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Andy Bass, Deputy City Manager John Knudson, Public Works and Utilities Director
From:	Juan Martinez, Warehouse and Supply Program Manager
Subject:	Purchase of Valve Truck

Proposed Motion:

Move City Council approve the purchase of a 2024 Ford F550 Valve Truck, from San Tan Ford, utilizing State of Arizona Contract No.CTR059323, in the amount of $227,047.81.

Background/Discussion:

The Water Distribution Division maintains 37,000 potable in-line valves, 14,000 hydrant and hydrant valves, and 2,300 reclaim water valves throughout the city. The reliability of the city's potable and reclaimed water distribution systems is critical for the safe delivery of potable water, fire protection, and reclaimed water to residents and businesses.

Staff utilize three trucks equipped with the necessary equipment to exercise valves throughout the city. These trucks are specialized vehicles that are utilized for exercising valves, as well as performing potable and reclaimed water shutdowns for internal and external customers. The specialized equipment contained on these trucks include a generator, hydraulic pump and hose reel, vacuum, and telescopic valve exerciser which is fully automated. This technology helps reduce valve breakage, injuries to staff, and captures and records critical information regarding the condition of each hydrant and valve.

One of the three current valve trucks was originally purchased in 2014 and has been experiencing extensive mechanical issues with extended downtime caused

by replacement parts which are on backorder from the manufacturer. The new valve truck will replace this vehicle, which has been recommended for replacement due to age, maintenance history, and projected costs to operate.

Evaluation:

The State of Arizona competitively solicited and awarded a contract for new vehicle purchases to San Tan Ford. The city has a current agreement with the State of Arizona allowing for the cooperative use of its contracts. Staff recommends use of the state contract which is valid through March 16, 2025, for the purchase of this valve truck.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
605.3820.6419.0000.6WA678	Water Operating	Valve Equipment	$227,047.81	Y

Attachments

Picture of Truck


WACHS
Valve Maintenance Systems
Superior Equipment Complete Support.
WWW.TURNVALVES.COM
WACHS
Utility Products
A Division of ITT
The Valve Maintenance Experts™

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City Council Memorandum Public Works & Utilities Memo No. ST25-010

Date: September 12, 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 Streetlights, Signals, and Intelligent Transportation Systems (ITS) Components

Proposed Motion:

Move City Council approve the purchase of streetlights, signals, and ITS components, from CS Construction, Inc., utilizing Town of Gilbert Contract No. 323000238, in an amount not to exceed $460,000.

Background/Discussion:

The Transportation Division maintains 229 signalized intersections. In order to further optimize traffic signal operations, annual replacement and maintenance of signal components is necessary.

A recent annual assessment identified 45 of the 229 signalized intersections found cracked insulation on the signal wiring. This purchase will rewire these signalized intersections.

Evaluation:

The Town of Gilbert competitively solicited and awarded a contract for streetlights, signals, and ITS components to CS Construction, Inc. The city has a current agreement with the Town of Gilbert allowing for cooperative use of their contracts. Staff recommends the cooperative use of the contracts because of competitive pricing and the variety of services and equipment provided. The Town of Gilbert contract is valid through April 3, 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	$460,000	Y

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. ST25-011

Date:	September 12, 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 Poles and Components

Proposed Motion:

Move City Council approve the purchase of traffic signal poles and components, from Solar Traffic Controls, LLC, utilizing Maricopa County Agreement No. 200125-C, in an amount not to exceed $150,000.

Background/Discussion:

The Transportation Division maintains 70 speed reader boards on streets located throughout Chandler. The purpose of these boards is to advise motorists of their speed, thereby keeping vehicles within the posted speed limit and promoting safety. The boards are not part of the city's photo radar program for tracking and issuing citations at intersections.

Of these 70 speed reader boards, 30 are in need of replacement due to either system failure or the high cost and frequency of maintenance. The typical life span of these boards is approximately five years. This purchase will replace the 30 speed reader boards that are non-functioning or have surpassed their expected lifespan.

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 poles and components, from Solar Traffic Controls,
LLC. 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 November 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	$100,000	Y
101.1290.5818.0.0.0	General Fund	N/A	$50,0000	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. UA25-013

Date: September 12, 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: Purchase of Refrigerated Liquid Carbon Dioxide

Proposed Motion:

Move City Council approve the purchase of refrigerated liquid carbon dioxide, from Reliant Gases, Ltd., utilizing City of Glendale Contract No. C20-0792, in an amount not to exceed $300,000.

Background/Discussion:

Liquid carbon dioxide (CO_2) is used routinely in water treatment processes to control pH and condition the water for further treatment. Both the Pecos Surface Water Treatment Plant and the Ocotillo Brine Reduction Facility (OBRF) use liquid CO_2 as necessary to enhance and optimize the treatment processes.

This contract will provide for purchase and delivery of the refrigerated liquid carbon dioxide for these two water treatment facilities for the next year. The cost of liquid CO_2 used by the OBRF will be reimbursed by Intel Corporation.

Evaluation:

The City of Glendale competitively solicited and awarded a contract for refrigerated liquid carbon dioxide. The city has a current agreement with the City of Glendale allowing for the cooperative use of its contracts. The term of the City of Glendale contract is through September 21, 2025.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
605.3830.5318.0.0.0	Water Operating	Chemicals	$200,000	N
616.3930.5318.0.0.0	WW Industrial Treatment	Chemicals	$100,000	N

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City Council Memorandum Management Services Memo No. 25-020

Date: September 12, 2024
To: Mayor and Council
Joshua H. Wright, City Manager
Thru: Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
From: Danielle Wells, Revenue and Tax Senior Manager
Subject: Special Event Liquor Licenses and Temporary and Permanent Extensions of Liquor License Premises Administratively Approved

Background/Discussion

Staff works directly with the requestor and the Arizona Department of Liquor Licenses and Control (DLLC) on liquor licenses for Special Events,
Temporary Extensions of Premises, and Permanent Extensions of Premises. All requirement for Special Events and Temporary Extensions of Premises are reviewed by staff through the applicable committee (Special Events Committee for Special Events on city property or the Temporary Sales and Promotional Events (TSPE) Committee for Special Events on private property), and Code requirements for Permanent Extension of Premises are reviewed by the Planning Division for Council action. Related Planning City Code requirements that require City Council action include: Permanent Extension of a Bar Series 6 or 7 requires a Use Permit to expand the footprint and any Permanent Extension with entertainment added or expanded requires an Entertainment Use Permit (EUP).

Attachments

Administrative Approvals

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September 12, 2024

Special Event Liquor and Extensions of Liquor Premises Approvals

Special Event Liquor Licenses

Organization Name: Greater Cause Foundation, DBA The Greater Cause
Applicant: Jillian Corwin
Event Details: Rockin' Taco Street Fest, Saturday, September 14, 2024 from Noon until 9:00 p.m.
Location: Dr. A.J. Chandler Park-Stage Plaza, 178 E. Commonwealth Avenue

Temporary Extensions of Liquor License Premises
N/A

Permanent Extensions of Liquor License Premises
N/A

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City Council Memorandum Management Services Memo No. MS 25-028

Date: September 12, 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 August 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 – August 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.: SW3-910-4629, Amendment No. 1
Subject: City Facilities Refuse Collection
Contractor: Republic Services
Value: $90,000.00
Notes: Provides for the collection of refuse at city facilities.

Agreement No.: PD2-680-4356, Amendment No. 3
Subject: Police Duty Gear
Contractor: 030530 Uniforms, LLC, dba Ace Uniforms of Phoenix
Value: $85,000.00
Notes: For supply of general law enforcement duty gear needed for the city police department.

Agreement No.: BF2-031-4483
Subject: HVAC Filter Replacement Services
Contractor: DL Sales Corp, an Arizona corporation
Value: $89,500.00
Notes: Provides HVAC filter replacement services for city buildings.

Agreement No.: CS3-961-4635
Subject: Various Sports Officials
Contractor: Spiker Sports, LLC
Value: $60,000.00
Notes: Provides sports officials for team sports.

Agreement No.: ST1614.451
Subject: Chandler Heights Road Improvement McQueen Rd. to Gilbert Rd.
Contractor: Ritoch Powell & Associates
Value: $90,782.56
Notes: Construction administration, management, and inspection services for the Chandler Heights Road project. Contract modification is necessary to match the Contractor's projected construction schedule to achieve substantial completion by September 9, 2024, and final completion by November 8, 2024.

Contracts or Agreements with Significant (+50%) Price Changes Valued Between $50,000 and $99,999

Agreement No.:
Subject:
Contractor:
Value:
Notes: