



**CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT**

APACHE PARK RESTROOM REPLACEMENT

**Project No. PR2501.401
Council Date: November 7, 2024**

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this ____ day of _____ 202____ ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and **DNG Construction, LLC**, an Arizona Corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. **JOC2403.401** ("JOC Master Agreement"). City and JOC Contractor may be referred to individually as "Party" or collectively as "Parties").

City and JOC Contractor, in consideration of the mutual covenants herein set forth, agree as follows:

RECITALS

A. On or about **February 16, 2024**, the Parties entered into the JOC Master Agreement, which terms and conditions are made a part of and incorporated into this Job Order Project Agreement by this reference.

B. City proposes to engage JOC Contractor for construction services as more fully described in Article 1 and **Exhibit "A"**, which is attached to and made a part of this Job Order by this reference.

C. JOC Contractor is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

ARTICLE 1. DESCRIPTION OF WORK

The Parties enter into this Job Order Project Agreement for the **APACHE PARK RESTROOM REPLACEMENT**, Project Number **PR2501.401**. The scope of work consists of **the design of a prefabricated restroom building and accompanying demo, utility, and hardscape/landscape plans, State permitting, demolition, and construction for the prefabricated building and accompanying utility connections, landscape, and hardscape**, 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 **\$445,248** 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 **240** 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: Jason Garcia	
	Phone:	480-782-3453
	Email:	Jason.Garcia@chandleraz.gov
JOC CONTRACTOR:	DNG Construction, LLC	
	3933 E. La Salle St. Phoenix, AZ 85040	
	JOC Contractor Representative: Dominic DeMark	
	Phone:	480-361-9137
	Email:	ddemark@dngllc.com

ARTICLE 5. FORCED LABOR OF ETHNIC UYGHURS PROHIBITED

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

SIGNATURE PAGE TO FOLLOW

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

"CITY" CITY OF CHANDLER

"JOC CONTRACTOR"
DNG Construction, LLC

MAYOR

Signature

Date

RECOMMENDED BY:

Dominic DeMark

Print Name

Daniel Haskins

President

Daniel Haskins, P.E.
CIP City Engineer

Title

ddemark@dngllc.com

APPROVED AS TO FORM:

Signer Email Address

City Attorney *PHB*

ATTEST:

City Clerk Seal

EXHIBIT A SCOPE OF WORK



3933 E. La Salle St.
Phoenix, AZ 85040
Phone- 480-361-9137
AZ ROC- 282951, 288968
dngconstruction.com

EXHIBIT "A"

**JOB ORDER COST PROPOSAL
COVER SHEET
APACHE PARK RESTROOM**

09/20/24

Rachel Marx
Engineer
City of Chandler/Capital Project Divisions

Dear Rachel,

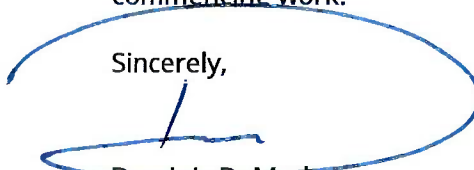
DNG Construction, LLC submits our proposal for the Apache Park Restroom.

Our proposal includes the design/engineering plans for placement of a prefabricated restroom. J2 Engineering (along with their engineering subs) will prepare a site plan amendment, electrical one-line and submit to Chandler for review and permitting. Public Restroom Company (prefabricated restroom sub) will prepare construction set of plans for State permitting and a copy to J2 for their City of Chandler submittal package. Upon obtaining permits from both the City and State, DNG will demo the existing restroom and prepare the existing utilities (water/sewer) to be placed in the new modular restroom. DNG will also prepare the building pad as outlined in the construction documents. Hardscape and landscaping will be repaired and tied in to the building.

Our proposal includes general conditions, overhead & fee, sales tax and insurances and all related constructions costs. Our total proposal amount is **\$445,248** which includes **\$40,415** in owners allowance and our project fee is **\$30,666**. We anticipate the project to last about **8 months**.

Please let us know if you have any concerns or comments relating to our proposal and look forward to commencing work.

Sincerely,



Dominic DeMark
President

APACHE PARK RESTROOM RENOVATION

ID	Task Name	Days	Start	Finish	Predecessors	October	November	December	January	February	March	April	May	June	July	August
1	APACHE PARK RESTROOM RENOVATION	170 d	Tue 11/12/24	Mon 7/7/25												
2	NOTICE TO PROCEED	0 d	Tue 11/12/24	Tue 11/12/24			NOTICE TO PROCEED 11/12 ◆									
3	PERMITS	102 d	Tue 11/12/24	Wed 4/2/25	2		11/12		PERMITS			4/2				
4	BUILDING FABRICATION & DELIVERY	145 d	Tue 11/12/24	Mon 6/2/25	2		11/12		BUILDING FABRICATION & DELIVERY					6/2		
5	TEMPORARY FENCE INSTALLATIOIN	0 d	Tue 4/22/25	Tue 4/22/25	4FS-30 d							TEMPORARY FENCE INSTALLATIOIN 4/22 ◆				
6	EXISTING UTILITIES EXPLORATION	5 d	Tue 4/22/25	Mon 4/28/25	5							EXISTING UTILITIES EXPLORATION 4/22 4/28				
7	DEMOLITION	5 d	Tue 4/29/25	Mon 5/5/25	6							DEMOLITION 4/29 5/5				
8	PAD UNDEREXCAVATION	5 d	Tue 5/6/25	Mon 5/12/25	7							PAD UNDEREXCAVATION 5/6 5/12				
9	SUB-BASE GRADING	5 d	Tue 5/13/25	Mon 5/19/25	8							SUB-BASE GRADING 5/13 5/19				
10	AGREGATE BASE COURSE PAD	10 d	Tue 5/20/25	Mon 6/2/25	9							AGREGATE BASE COURSE PAD 5/20 6/2				
11	BUILDING INSTALLATION	10 d	Tue 6/3/25	Mon 6/16/25	4							BUILDING INSTALLATION 6/3 6/16				
12	UTILITIES TIE-IN	10 d	Tue 6/17/25	Mon 6/30/25	11								UTILITIES TIE-IN 6/17 6/30			
13	HARDSCAPE	5 d	Tue 6/17/25	Mon 6/23/25	11								HARDSCAPE 6/17 6/23			
14	LANDSCAPE	5 d	Tue 6/24/25	Mon 6/30/25	13								LANDSCAPE 6/24 6/30			
15	SUBSTANTIAL COMPLETION	0 d	Mon 6/30/25	Mon 6/30/25	12								SUBSTANTIAL COMPLETION 6/30 ◆			
16	PUNCH LIST	5 d	Tue 7/1/25	Mon 7/7/25	15								PUNCH LIST 7/1 7/7			
17	FINAL COMPLETION	0 d	Mon 7/7/25	Mon 7/7/25	16								FINAL COMPLETION 7/7 ◆			

Project: APACHE PARK SEPT 20, 2024
Project Manager: JOSE TORRES
Site Superintendent: DOUGLAS MACY

Task Critical Milestone ◆

Summary Progress



EXHIBIT B
FEE SCHEDULE

EXHIBIT "B"

JOB ORDER COST PROPOSAL SUMMARY SHEET APACHE PARK RESTROOM

Negotiated Prices		
Price of Subcontractor(s)	\$	283,271
Price of Subconsultant(s)	\$	16,291
General Conditions	\$	41,175
Preconstruction Labor (if applicable)	\$	-
Construction Labor (if applicable)	\$	-
SUBTOTAL (NEGOTIATED PRICES):		\$ 340,737
Overhead and Profit (Coefficient per Job Order Master Agreement)	9%	\$ 30,666
TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		\$ 371,403
Insurance, Bonds, & Taxes		
Sales Tax, Material Only (Current Tax Rate)	ENTER TAX % HERE: 5.07%	\$ 19,502
General Liability Insurance Percentage (Actual Cost per Job Order)		\$ 4,547
Builder's Risk Insurance Percentage (Actual Cost per Job Order)		\$ 2,021
Payment/Payment Bond (Actual Cost per Job Order)		\$ 6,679
SUBTOTAL (INSURANCE, BONDS, & TAXES):		\$ 32,748
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		\$ 404,151
City's Allowance	10.00%	\$ 40,415
TOTAL JOB ORDER:		\$ 445,248

Per the Job Order Master Agreement - This Fee Table includes all fees, costs, insurance and bond premiums, allowances, construction contingency, and taxes of any type necessary to fully, properly and timely perform and construct the Work. Also per the Job Order Master Agreement - For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials basis, the costs may be reimbursed to JOC Contractor and chargeable against the Contract Price will be determined as set forth in MAG 109.5.

GENERAL REQUIREMENTS ESTIMATE

PROJECT: APACHE PARK RESTROOM
LOCATION: CHANDLER, AZ

PREP. BY: DD/JT
CHK'D BY:

DESCRIPTION	QTY.	UNITS	UNIT COST	TOTAL COST
PROJECT MANAGER- DESIGN/PERMITTING	24	HRLY	\$ 102.50	\$ 2,460
PROJECT MANAGER	60	HRLY	\$ 102.50	6,150
PROJECT SUPERINTENDENT	240	HRLY	95.25	22,860
FIELD ENGINEER	0	HRLY	76.50	-
LABORER	0	HRLY	42.25	-
CARPENTER	0	HRLY	56.50	-
BUILDING PERMIT (State)	1	LS	3,050.00	3,050
DUST CONTROL / ENVIRONMENTAL PERMIT	1	LS	1,500.00	1,500
BLUEPRINTS, COPIES AND REPRODUCTION	0	SETS	75.00	-
POSTAGE & DELIVERY SERVICE	0	EA	125.00	-
FIELD COMPUTER SERVICE	1	MONTHS	125.00	125
SITE COMPUTER - HARDWARE / SOFTWARE	0	LS	-	-
DESIGN & ENGINEERING SERVICES	0	LS	-	-
PROJECT FIELD OFFICE/STORGAE CONTAINER	0	MONTHS	875.00	-
FIELD OFFICE SET-UP / REMOVAL	0	EA	500.00	-
DRINKING WATER	1	MONTHS	150.00	150
TEMPORARY TOILETS / SANITARY FACILITIES	1	MONTHS	525.00	525
TEMPORARY POWER	0	MONTHS	-	-
TEMPORARY WATER - HYDRANT METER FEES	0	EA	-	-
WATER CONSUMED	0	MONTHS	-	-
POWER CONSUMED	0	MONTHS	-	-
MOBILE PHONE USAGE	1	MONTHS	125.00	125
PROJECT SECURITY / WATCHMAN	0	WKS	-	-
TEMPORARY FENCE	200	LF	5.75	1,150
TEMPORARY ROADS AND ENTRANCES	0	EA	-	-
DUST CONTROL / PALLIATION	1	LS	1,250.00	1,250
STREET SWEEPER	0	EA	-	-
PROJECT SIGNAGE AND BARRICADES	0	LS	625.00	-
FIRE PROTECTION AND SAFETY SUPPLIES	0	MONTHS	-	-
PROGRESSSIVE CLEAN UP	0	MHRS	-	-
CONCRETE WASH OUT	0	LS	450.00	-
FINAL CLEANING	0	LS	-	-
TRASH DISPOSAL	0	TRIPS	525.00	-
PROJECT PICKUP TRUCK	1	MONTHS	875.00	875
MISC. SMALL TOOLS AND SUPPLIES	0	LS	-	-
EQUIPMENT / TOOL RENTAL	0	LS	-	-
EQUIPMENT FUEL	0	MONTHS	-	-
PROJECT SAFETY	1	MONTHS	955.00	955
TOTAL GENERAL REQUIREMENTS				\$ 41,175

Bid Item	Bid Item Description	Qty	Unit	Labor			Equipment/Tools			Tools & Supplies			Materials/DISPOSAL			Subcontractors			Subcontractor, Supplier, SBE
				MH	Unit	Cost	QTY	Unit	Cost	QTY	Unit	Cost	QTY	Unit	Cost	MH	Unit	Cost	
2.10	Survey																\$	750	
2.12	Demo/Earthwork																\$	7,025	
2.20	Site Pad																\$	4,070	
2.30	Underground Utilities																\$	4,120	
2.50	Landscape																\$	2,640	
3.10	Concerte- Sidewalk																\$	2,945	
5.10	Prefab- Restrooms																\$	249,471	
15.10	Plumbing																\$	4,750	
16.10	Electrical																\$	7,500	
																	\$	283,271	

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 **APACHE PARK RESTROOM REPLACEMENT, PR2501.401** 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 **APACHE PARK RESTROOM REPLACEMENT, PR2501.401** 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: **APACHE PARK RESTROOM REPLACEMENT**

Project No.: **PR2501.401**

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: **APACHE PARK RESTROOM REPLACEMENT**

Project No.: **PR2501.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **PR2501.401** 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)

(Title) DATE: _____

CERTIFIED BY ENGINEER/CONSULTANT (IF APPLICABLE):

(Signature) DATE: _____

(Firm Name)

PROJECT ACCEPTED BY USER DEPARTMENT

(Signature) DATE: _____

(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.

September 5, 2024

Dominic DeMark
President
DNG Construction, LLC
3933 E. La Salle Street
Phoenix, AZ 85040

Re: Apache Park Restroom Replacement

Dear Dominic,

J2 Engineering and Environmental Design, LLC (J2 Design) is pleased to provide professional design services for the Apache Park Restroom Replacement project. This scope of services is based upon our understanding of the project from our email correspondence and site visit to the project area.

Project Understanding: The City of Chandler is replacing an existing restroom facility with a new prefabricated restroom at Apache Park. New restroom will utilize existing utility lines (water, sewer, electric). New restroom is approximately the same size as the existing and minimal hardscape or landscape disturbance expected. Our estimated Lump Sum fee for this project are as follows (see attached fee sheet for break down):

J2 Design:	\$8,531.00
Wright Engineering:	\$5,760.00
Speedie & Associates:	\$2,000.00

Total Fee:	\$16,291.00
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Thank you for the opportunity to provide professional services on this exciting project and serve the Town of Gilbert. Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Aaron Allan'.

Aaron Allan, PLA, ASLA
Principal
aallan@j2design.us
m 480.720.0522

Location:



Scope of Services:

Task 100: Site Investigation

J2 will review as-builts associated with the site.

J2 will attend a kick-off meeting with key stakeholders on the project as well as perform a site visit with the team.

Meetings:

- Kick-off Meeting/Site Visit - One (1) meeting. This meeting is anticipated to be two (2) hours in duration. J2 will have three (3) representatives at this meeting.

Task 200 – Construction Documents (90% and Final)

J2 will develop plans and details and provide staged submittals at the 90%, and Final levels of completion. J2 will submit one (1) full-size PDF set of plans at each stage to DNG for review and distribution.

The Design plans are anticipated to include, but not limited to, the following:

1. Cover Sheet
2. Demolition plan
3. Site plan (to show restroom, FFE, landscape restoration areas, water and sewer connections, and hardscape restoration)
4. General Notes and Details as needed.

Construction document sheets will utilize the City of Chandler standard border and at full-size will be 22"x34". Plan view sheets will be at 1"=10' scale. It is assumed that the site will be covered by one (1) plan view sheet. The construction document set, including cover sheets, plan sheets, and detail sheets, is anticipated to contain four (4) sheets. J2 will place multiple plan views on the same plan view sheet to minimize the overall sheet count if possible.

Deliverables:

- Design Plans (90%, Final), one (1) Full-size PDF set

Meetings:

- Comment Resolution Meeting: one (1) Meeting: This meeting is anticipated to be virtual. This meeting is anticipated to be one (1) hour in duration and J2 will have two (2) representatives at the meeting.

General Project Understanding

DNG shall designate a person for the project to act as the Client's representative with respect to the services to be performed or furnished by the Design Team under this agreement. Such person, department, or committee shall have complete authority to transmit instructions, receive information, interpret, and define the Client's policies and decisions with respect to the Design Team's services for the Project. DNG shall also provide key team personnel to be available in coordination meetings including operations and plan review representatives.

DNG shall make available to the Design Team all existing available data and records relevant to the site.

DNG shall approve in a timely manner all criteria and information as to Client's requirements for the Project including planning objectives and constraints, performance requirements, any budgetary limitations, and the submittal by the Design Team at the various phases of the projects.

DNG shall furnish to the Design Team, upon the request of the Design Team for performing the services, any existing pertinent data prepared by or services of others, including electronic base maps, drawings of physical conditions in or relating to existing surface or subsurface utilities or structures within the planning area, hydrographic surveys, environmental or cultural assessments, impact statements, and other relevant environmental or cultural studies pertaining to the project.

DNG shall give prompt notice to Design Team whenever Client observes or otherwise becomes aware of any development that affects the scope of services or the time schedule of the Design Team.

DNG warrants and represents that members of the Design Team have the right to enter upon the real property involved herein, and extends this right to J2. The Design Team agrees to exercise due care in the performance of all services pursuant hereto.

The Design Team has provided no environmental or cultural investigations on this site/project, has no knowledge of any adverse environmental or cultural conditions on the site/project, and is not responsible for and has no liability for any such environmental or cultural condition should one be found. It is the responsibility of the DNG to investigate and make these environmental or cultural determinations based on the best knowledge and information available at the time of this project. Clearance to begin work shall be given prior to directing or ordering the preparation of any engineering documents.

The Design Team provides construction documents in full or in part freehand drafting and electronic CAD format. Any electronic files provided are for information and convenience purposes only and the final approved/sealed hard copy plans shall prevail. All construction documents will be developed to the City of Chandler and Maricopa Association of Governments (MAG) design and construction standards and specifications.

Assumptions and Exclusions:

1. No survey of any kind has been included. It is assumed that DNG will provide a topographic survey for construction document development.
2. No legal descriptions or exhibits are included.
3. DNG will provide all as-built information to J2. It is assumed that DNG will locate all on site utilities (water, sewer, electric) and provide this information to J2 for development of construction documents. Utility potholing has not been included in this scope of services. Utility coordination is not included, it is assumed that DNG will route all plans for utility conflict review.
4. The Design Team is not providing any traffic analysis, traffic study, or traffic engineering.
5. The Design Team has not included any re-platting, or rezoning efforts in this scope of services.
6. The Design Team is not providing any environmental, cultural, or biological investigations or clearances.

7. No new landscape or irrigation design is included. It is assumed that landscape and irrigation improvements will be limited to restoration of existing improvements.
8. No new hardscape design is included. It is assumed that adjacent hardscape will be removed and replaced in kind to provide access to the restroom.
9. Hard copy sets have not been included in this scope or proposal.
10. The Design Team is not providing any permitting fees, it is assumed these costs will be paid by others.
11. Erosion Control/Storm Water Pollution Prevention Plans are not included in this scope of services.
12. Geotechnical Investigation or agronomy testing has not been included in this scope and fee.
13. Drafting or certification of any contractor asbuilts is not included in this scope of services.
14. Drainage engineering is not included in this scope of services.
15. Post design services is not included.
16. Public involvement is not included.
17. Meeting attendance beyond what is stated in the scope is not included.
18. No new utility design has been included. It is assumed that all existing utilities will be utilized for the new restroom.
19. New restroom is assumed to be a prefabricated restroom from CXT. Permitting for the restroom building through the State of Arizona and the City of Chandler is not included in this scope of services.
20. No opinion of probable construction cost or project specifications are included.
21. Meeting minutes are not included.

We would expect to start our services promptly after receipt of your acceptance and complete our services in a timely manner. This Exhibit represents the entire understanding of the Scope of Work as set out herein and may only be modified in writing signed by both parties.

Apache Park Restroom Replacement
Design Phase Services
DNG Construction, LLC
J2 Engineering and Environmental Design, LLC
9/5/2024

Labor Category:		Project Manager Sr.	Project Engineer Sr.	Project Engineer	Engineer	Landscape Architect Sr.	Landscape Architect	Designer Sr.	Designer	
Rate:		\$ 215.27	\$ 188.67	\$ 144.35	\$ 116.50	\$ 195.00	\$ 137.71	\$ 125.36	\$ 89.61	
Task #	Task Description:									Hours Total
100	Site Investigation									
101	Kick-off Meeting/Site Visit (1)	0	0	2	2	0	0	2	0	6
102	Utility and Asbuilt Review and Base Map Development	0	0	2	2	0	0	2	2	8
103	Subconsultant Coordination	0	0	1	0	0	0	0	0	1
200	Construction Documents (95%, Final)									
201	Develop Plans (4 Sheets)	0	0	4	24	0	2	8	12	50
202	Comment Resolution Meetings (1)	0	0	1	0	0	0	1	0	2
203	QA/QC	0	2	0	0	0	0	0	0	2
204	Subconsultant Coordination	0	0	2	0	0	0	0	0	2
J2 Hours per Labor Category:		0	2	12	28	0	2	13	14	71
J2 Fee per Labor Category (Rounded to Nearest Whole Dollar):		\$ -	\$ 377.00	\$ 1,732.00	\$ 3,262.00	\$ -	\$ 275.00	\$ 1,630.00	\$ 1,255.00	\$ 8,531.00
Subconsultants:		Fee Amount								
Speedie &. Associates (Geotechnical Inspection)		\$ 2,000.00								
Wright (Electrical)		\$ 5,760.00								
		\$ -								
		\$ -								
		\$ -								
		\$ -								
Total Subconsultants:		\$ 7,760.00								
Allowances:		Fee Amount								
		\$ -								
		\$ -								
		\$ -								
		\$ -								
		\$ -								
Total Allowances:		\$ -								
J2 Engineering and Environmental Design, LLC  Aaron Allan, PLA, ASLA Principal										September 5, 2024
										Date

AUTHORIZATION TO PROCEED

We acknowledge your authorization to proceed with the testing services outlined for this project. We appreciate the opportunity to provide you with the testing services that your firm has requested. Thank you for choosing Speedie & Associates, LLC.

This letter is in response to your authorization to proceed with initiating and providing construction materials testing services for the above project. We present the following for your information and use.

1. We understand that your firm will be our client and are responsible for payment of invoices.
2. All scheduling of testing services must be accomplished by calling our office in advance.
3. Please understand that **you or your authorized representative must contact us as least twenty-four (24) hours in advance of your need for testing** so that we can schedule our personnel. **If you call with less than 24-hour notice, we will attempt to schedule our personnel for the date and time you need but we cannot guarantee their on-site presence at the time requested.**
4. When you call, please be prepared to give us an approximated time of arrival and location on site for our technician's information.
5. When your requirements or schedule change, **if you do not cancel the scheduled technician, you will be charged for the trip charges to and from the project site.**
6. Our **FEE SCHEDULE** and **TERMS AND CONDITIONS** are attached hereto for your review. Since no formal proposal or contract has been developed for your project, the services requested by you will be billed at these prevailing unit rates. If you have any questions please call.
7. **Our services and fees** are controlled by the number of times we are called out by your on-site representative. Charges for our services will be made on a unit rate basis. Unit rates for technician and inspector time will be invoiced portal to portal from our Phoenix office with a two hour minimum. Your on-site representative should be made aware of how we charge our fees.
8. Invoices will be submitted on a monthly basis, to be paid within 30 days. **We reserve the right to stop work in progress if we do not receive timely payment.**
9. **Work will not commence until this AUTHORIZATION TO PROCEED is received back at our office prior to start of work.**

Project Name: _____

Project Location: _____

Accepted by: _____
Type or Print Name

Signature: _____
Date

Company: _____

SSN/EIN: _____

Please fax back to: 602.943.5508
Or email to: tcharney@speedie.net

FEE AND RATE SCHEDULE

DESCRIPTION OF SERVICE

1. Observation and Testing

- | | |
|---|------------|
| a. Observation & Testing of earthwork, concrete, masonry and paving operations by Engineering Technician (2 Hour Minimum) | \$70.00/hr |
| b. Trip charges | \$70.00/tr |

2. Special Inspection

- | | |
|---|-----------|
| a. Observation of geotechnical/structural elements (4 hour minimum) | 100.00/hr |
| b. Trip charges | 70.00/tr |

3. Office Support - If Required

- | | |
|-----------------------------|-----------|
| a. Principal | 150.00/hr |
| b. Project Manager/Engineer | 130.00/hr |

4. Laboratory Fees

- | | |
|---|-----------|
| a. Soils | |
| Moisture Density Relations | |
| ASTM D 698 A | 130.00/ea |
| Sieve Analysis | 70.00/ea |
| Plasticity Index (Dry Prep) | 70.00/ea |
| Plasticity Index (Wet Prep) | 180.00/ea |
| Swell | 120.00/ea |
| b. Concrete, Mortar or Grout | |
| Compressive Strength (including molds) | 20.00/ea |
| c. Asphaltic Concrete | |
| Extraction/Gradation | 165.00/ea |
| Marshall Density | 150.00/ea |
| Maximum Theoretical Density (Rice) | 180.00/ea |
| Gyratory Unit Weight (Set of Two) | 240.00/ea |
| Thickness/Density of Cores (Not Including Coring Sub) | 30.00/ea |
| Moisture Content | 25.00/ea |

PROJECT ESTIMATE

We have provided a **budget estimate of \$2,000.00** for the amount of work required for this project based on our experience on similar projects. Unit rates will be invoiced portal to portal from our Phoenix office. It should be noted, however, that we have no control over the contractor's construction methods and work schedule, and actual charges may vary.

GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES

1.1 SPEEDIE & ASSOCIATES, LLC a UES Company (S&A/UES) is responsible for providing the services described under the Scope of Services.

1.2 The Client is responsible for providing S&A/UES with a clear understanding of the project's nature and scope. The Client shall supply S&A/UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow S&A/UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

1.3 The Client acknowledges that S&A/UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for S&A/UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE

2.1 Services performed by S&A/UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of S&A/UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made by S&A/UES hereunder.

2.2 Execution and delivery of this Agreement by S&A/UES is not a representation that S&A/UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide S&A/UES with all information necessary for S&A/UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to S&A/UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for S&A/UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted S&A/UES free access to the site. S&A/UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services.

3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. S&A/UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against S&A/UES, and agrees to defend, indemnify, and hold S&A/UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate S&A/UES for any time spent or expenses incurred by S&A/UES in defense of any such claim with compensation to be based upon S&A/UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT

4.1 S&A/UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.

4.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

4.3 If S&A/UES incurs any expenses to collect overdue billings on invoices, the sums paid by S&A/UES for reasonable attorneys' fees, court costs, S&A/UES's time, S&A/UES's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS

5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by S&A/UES, as instruments of service, shall remain the property of S&A/UES. Neither Client nor any other entity shall change or modify S&A/UES's instruments of service.

5.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.

5.3 S&A/UES will retain all pertinent records relating to the services performed for a period of "five years or such longer period" of time required by applicable accrediting agency, unless specified in the scope of services following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner.

5.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by S&A/UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of S&A/UES. Client is the only entity to which S&A/UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

6.1 Client represents that a reasonable effort has been made to inform S&A/UES of known or suspected hazardous materials on or near the project site.

6.2 Under this agreement, the term hazardous materials includes hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material.

6.3 Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for S&A/UES to take immediate measures to protect health and safety. Client agrees to compensate S&A/UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

6.4 S&A/UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold S&A/UES harmless for all consequences of disclosures made by S&A/UES which are required by governing law. In the event the project site is not owned by Client, it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

6.5 Notwithstanding any other provision of this Agreement to the contrary, Client waives any claim against S&A/UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save S&A/UES harmless from any claim, liability, and/or defense costs for injury or loss arising from S&A/UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by S&A/UES which are found to be contaminated.

SECTION 7: RISK ALLOCATION

7.1 Subject to the balance of this Section 7.1, Client agrees that S&A/UES's liabilities, losses, damages, fees, costs and expenses (including attorneys' fees)(collectively, "**Liability**") arising from any claim on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or S&A/UES's fee, whichever is greater (the "**Liability Cap**"). If Client prefers to have a higher Liability Cap, S&A/UES agrees to increase the Liability Cap to \$1,000,000.00 upon Client's written

request at the time of accepting S&A/UES's proposal, provided that Client agrees to pay an additional consideration of one percent of the total fee, or \$1,000.00, whichever is greater. If Client prefers a \$2,000,000.00 Liability Cap, S&A/UES agrees to increase the Liability Cap to \$2,000,000.00 upon Client's written request at the time of accepting S&A/UES's proposal, provided that Client agrees to pay an additional consideration of one percent of the total fee, or \$2,000.00, whichever is greater. The additional charge for the higher Liability Cap is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

7.2 Client shall not be liable to S&A/UES, and S&A/UES shall not be liable to Client for any punitive, incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or S&A/UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including intentional torts and negligence), statutory, or any other cause of action.

7.3 As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to Liability.

SECTION 8: INSURANCE

8.1 S&A/UES represents that it and its agents, staff, and consultants employed or retained by S&A/UES, is and are protected by workers' compensation insurance, and that S&A/UES has such coverage under public liability and property damage insurance policies which S&A/UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, S&A/UES agrees to indemnify and save Client harmless from and all Liabilities arising from negligent acts by S&A/UES, its agents, staff, and consultants employed by it. S&A/UES shall not be responsible for Liabilities beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save S&A/UES harmless from all Liabilities arising from acts by Client, Client's agents, staff, and others employed by Client.

8.2 Under no circumstances will S&A/UES indemnify Client from or for Client's own actions, negligence, or breaches of contract.

8.3 To the extent that damages are covered by property insurance, Client and S&A/UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

SECTION 9: DISPUTE RESOLUTION

9.1 All claims, disputes, and other matters in controversy between S&A/UES and Client arising out of or in any way related to this Agreement shall be submitted to mediation before and as a condition precedent to seeking other remedies provided by law.

9.2 If a dispute arises and that dispute is not resolved by mediation, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the S&A/UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable out of pocket fees, costs and expenses incurred by such party, including court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION

10.1 This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, S&A/UES shall be paid for services performed to the termination notice date plus reasonable out of pocket termination expenses incurred or paid by S&A/UES in connection with such termination and the winding down of its operations.

10.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, S&A/UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct out of pocket costs incurred or paid by S&A/UES in completing such analyses, records, and reports.

SECTION 11: REVIEWS, SPECIAL INSPECTIONS, TESTING AND OBSERVATIONS

11.1 Plan review and building inspections are performed for the purpose of observing compliance with applicable building codes. Construction materials testing ("CMT") and Special Inspections are performed to document compliance of certain materials or components with applicable testing standards. S&A/UES's performance of plan reviews, Special inspections, building inspections, or CMT, or S&A/UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by S&A/UES that Client's project is free of errors in either design or construction.

11.2 If S&A/UES is retained to provide construction monitoring or observation, S&A/UES will report to Client any observed work which, in S&A/UES's opinion, does not conform to the plans and specifications provided to S&A/UES. S&A/UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of S&A/UES, or S&A/UES's site representative, can be construed as modifying any agreement between Client and others. Client acknowledges that S&A/UES's performance of construction monitoring or observation is not a representation or warranty by S&A/UES that Client's project is free of errors in either design or construction.

11.3 Neither the activities of S&A/UES pursuant to this Agreement, nor the presence of S&A/UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon S&A/UES any responsibility for means or methods of work performance, superintendence, sequencing of

construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety.

11.4 Client is responsible for scheduling all inspections and CMT activities of S&A/UES. All testing and inspection services will be performed on a will-call basis. S&A/UES will not be responsible for tests and inspections that are not performed due to Client's failure to schedule S&A/UES's services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

11.5 If the Client desires more extensive or full-time project observation to help reduce the risk of problems arising during construction, the Client shall request such services as "Additional Services" in accordance with the terms of this agreement. Should the Client, for any reason, choose not to have S&A/UES provide construction or field observation during the implementation of S&A/UES's specifications or recommendations, or should the Client unduly restrict S&A/UES's assignment of observation personnel, Client shall, to the fullest extent permitted by law, waive any claim against S&A/UES, and indemnify, defend, and hold S&A/UES harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans or specifications developed by S&A/UES. The Client also shall compensate S&A/UES for any time spent or expenses incurred by S&A/UES in defense of any such claim. Such compensation shall be based upon S&A/UES's standard fee and rate schedule.

SECTION 12: ENVIRONMENTAL ASSESSMENTS

12.1 Client acknowledges that an Environmental Site Assessment (“ESA”) is conducted solely to permit S&A/UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and S&A/UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if S&A/UES states that reportable quantities of regulated contaminants are not present, Client acknowledges that it still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SAMPLE DISPOSAL

13.1 Non-Hazardous Samples — Test samples are substantially altered during testing and disposed of immediately upon completion. Drilling samples are disposed of thirty (30) days after submission of our report. If requested in writing, samples can be held after thirty (30) days for an additional storage fee or returned to the Client.

13.2 Hazardous Samples — If toxic or hazardous substances are involved, S&A/UES will return such samples to the Client. Or using a manifest signed by the Client, S&A/UES will have such samples transported to a location selected by the Client for final disposal. The Client agrees to pay all costs for storage, transport, and disposal of samples. The Client recognizes and agrees that S&A/UES is acting as a bailee and at no time assumes title to samples involving hazardous or toxic materials.

SECTION 14: SUBSURFACE EXPLORATIONS

14.1 Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by S&A/UES will be based solely on information available to S&A/UES at the time of service. S&A/UES is responsible for those data, interpretations, and recommendations but will not be responsible for other parties’ interpretations or use of the information developed or provided by S&A/UES.

14.2 Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. S&A/UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of S&A/UES’s services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against S&A/UES, and indemnify, defend, and hold S&A/UES harmless from any claim or Liability arising from cross-contamination allegedly caused by S&A/UES’s subsurface explorations. In addition, Client agrees to compensate S&A/UES for any time spent or expenses incurred

by S&A/UES in defense of any such claim with compensation to be based upon S&A/UES's prevailing fee schedule and expense reimbursement policy.

SECTION 15: SOLICITATION OF EMPLOYEES

15.1 Client agrees not to solicit for hire any of S&A/UES's employees with which Client had contact during the term of this Agreement for a one-year period following the expiration date or termination date of this Agreement (the "Post-Term Period") except through S&A/UES. If Client hires any such S&A/UES employee during the Post-Term Period, Client shall within five business days following written demand therefore from S&A/UES, pay S&A/UES an amount equal to one-half of the employee's then effective annualized salary, as liquidated damages. Further, Client acknowledges that the liquidated damages, stated above, are reasonable under the circumstances.

SECTION 16: ASSIGNS

16.1 Neither Client nor S&A/UES may assign this Agreement or assign or delegate any of its rights or obligations hereunder without the prior written consent of the other party.

SECTION 17: GOVERNING LAW AND SURVIVAL

17.1 This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the S&A/UES office performing the services hereunder is located.

17.2 If any of the provisions of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

SECTION 18: INTEGRATION CLAUSE

18.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly set forth herein.

18.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SECTION 19: WAIVER OF JURY TRIAL

19.1 To the extent permitted by applicable law, Client and S&A/UES hereby waive trial by jury in any action arising out of or related to this Agreement.

CLIENT APPROVAL

S&A/UES offers the Client the Proposal as listed above. Client may accept S&A/UES's offer by signing in the space provided below and returning a signed copy to S&A/UES. Such notification may be faxed or by emailing the signed general conditions. In the event the Client authorizes work without returning a signed copy, the Client agrees to be bound by the general conditions as stated herein. The proposal presented has been read, understood, and accepted by the Client effective as of the date that the executed proposal is returned to S&A/UES.

EXECUTED BY CLIENT'S AUTHORIZED REPRESENTATIVE: _____
(signature)

Printed Name: _____ Title: _____

Date Accepted: _____

Client Business Name: _____

Billing Address: _____

Telephone: _____ E-mail: _____

ACCOUNTS PAYABLE INFORMATION

A/P Contact Name: _____

A/P Contact Telephone: _____ *A/P Contact E-Mail: _____

* A/P Contact E-Mail must be provided before the S&A/UES can proceed with its proposed services.

September 5, 2024

J2 Engineering & Environmental Design
4649 E Cotton Gin Loop, Suite B2
Phoenix, AZ 85040

Re: **Apache Park Restroom Building Electrical**

Attn: Aaron Allan

Wright Engineering appreciates this opportunity to submit a proposal for electrical engineering services on the above referenced project. The following services will be performed in a professional manner to meet City of Chandler requirements:

Electrical Design Scope of Services:

1. Coordinate design with owner, power company, civil engineer, and/or architect/landscape architect as required.
 - a. Project coordination will be performed via email, telephone calls, and virtual meetings. Up to (1) one in-person design coordination meeting is included in this scope.
2. Visit the site to determine existing conditions and electrical configuration. Up to (1) one visit.
3. Review existing electrical drawings and load calculations for site.
4. Determine existing peak demand loads and coordinate proposed electrical loads.
5. Design the electrical power system to meet local codes and requirements.
6. Prepare 24" X 36" electrical construction drawings showing all new equipment to include the following:
 - a. Existing electrical service entrance section and distribution equipment
 - b. Power to prefabricated restroom building sub-panel
 - c. Grounding at new restroom building sub-panel
7. Prepare necessary elevation view and installation details of the equipment listed above to help determine layout and size.
8. Prepare load calculations and single line diagram.
9. Prepare panel schedule and other electrical installation details as required.
10. Prepare a conduit and wire table showing all power conduits and wire for equipment listed above.
11. Prepare system fault current and voltage drop calculations as required.
12. Prepare an engineer's opinion of probable electrical construction costs and project specific electrical specifications document upon request.
13. Perform in-house QAQC review and modifications.

14. The above plans will be provided to client at 90% and 100% levels for submittal review and comment. Submittals will be made via email in digital PDF format. Client will print, copy and submit to the City and owner as needed.
15. Up to one set of base drawing changes or updates will be included in this engineering cost proposal. Incorporating any additional base drawing changes will incur additional cost at the rates noted under additional services.
16. Municipal review comments will be responded to and addressed.

Responsibilities of Others:

1. Provide Wright Engineering Corp. electronic base files in an AutoCAD format which includes all proposed and existing utilities, all proposed improvements, and any existing conditions that affect this scope.
2. Wright Engineering will submit plans to the civil engineer or landscape architect for submittal to the local government agencies for approval and permits.
3. It is anticipated that the electrical service for this project is existing, in the case that it does not exist; Designation of location of electrical service will be determined by the local utility company. The owner is responsible for coordination of the design of all electrical utility power services during the design process.

Final Deliverables:

1. Upon completion of the design, we will provide final sealed documents bearing the signature of a registered electrical engineer in the State of Arizona.

Engineering Fee:

The above services will be provided as follows:

1. Electrical Design Services: **\$5,760.00** (Lump Sum)

Hourly Rate Schedule:

Any services listed as billed hourly or not specifically included in the Scope of Services section shall be payable at the following rates:

Principal	\$210/hour	Designer	\$130/hour
Senior Engineer	\$180/hour	Drafter	\$110/hour
Engineer	\$150/hour	Admin	\$80/hour

Printing Charges:

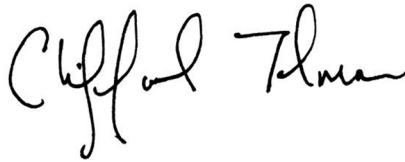
Although not anticipated, any printing and delivery requested will be charged at cost.

Billing:

We will bill you on a monthly basis for these services. Payment terms are Net 30 days. This proposal will be valid for the next 90 days. If you have any questions, please contact us at your earliest convenience.

I look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Clifford Tolman". The signature is fluid and cursive, with the first name "Clifford" being more prominent than the last name "Tolman".

Clifford Tolman, P.E.
Wright Engineering Corporation

WRIGHT
engineering corporation

Apache Park
City of Chandler
September 5, 2024

TASK NUMBER	TASK DESCRIPTION	Pincipal	Senior Engineer	Engineer	Designer	Drafter	Admin	TOTAL
	Hourly Rate	\$210.00	\$180.00	\$150.00	\$130.00	\$110.00	\$80.00	
Electrical Design Services								
100	Project Coordination/Management	0.00	1.00	0.00	0.00	0.00	1.00	2.00
101	Visit Site	0.00	0.00	4.00	0.00	0.00	0.00	4.00
102	Team Meetings	0.00	0.00	2.00	0.00	0.00	0.00	2.00
103	Plan Development	0.00	1.00	2.00	8.00	0.00	0.00	11.00
104	Details, Power & Voltage Drop Calculations	0.00	1.00	4.00	8.00	0.00	0.00	13.00
105	Specifications & OPC	0.00	0.00	1.00	1.00	0.00	0.00	2.00
106	QAQC	0.00	1.00	1.00	2.00	0.00	0.00	4.00
107	Plan Submittal	0.00	0.00	0.00	1.00	0.00	0.00	1.00
108	Comment Resolution Meetings/Address Redlines	0.00	0.00	0.00	2.00	0.00	0.00	2.00
SUB TASK HOURS PER CATEGORY		0.00	4.00	14.00	22.00	0.00	1.00	41.00
SUB TASK FEE PER CATEGORY		\$0.00	\$720.00	\$2,100.00	\$2,860.00	\$0.00	\$80.00	\$5,760.00
		TOTAL FEE						\$5,760.00

Price Proposal: Apache Park - Chandler, AZ
Date: July 9, 2024
Reference: 11982-7/01/2024-0
Sourcwell: Contract # 081721-PRM

Our Offer to Sell:

1. Prefabricated Restroom Building delivered to site @ \$ 220,848

Public Restroom Company (PRC) herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

2. Installation: Turnkey Installation of the Building above @ \$ 28,623 with retention allowed.

Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:

- a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
- b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
- c. Excavate the utility trenches for placement of our prefabricated underground piping tree for the buildings plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
- d. Set the building on the site pad.
- e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

3. Owner/General Contractor Final Tie In of Utilities and other site work:

- a. The Owner/Contractor is responsible for making all final plumbing connections at the 6' POC locations.
- b. The Owner/Contractor is responsible for pulling wire and completing all final tie-ins to the electrical panel from the 6' POC location.
- c. The Owner/Contractor is responsible for preparing the pad/foundation. PRC will trench through provided pad/foundation to run utilities to 6' POC locations.

4. Total Cost of building and installation @ \$ 249,471

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:**Scope of Work Background:**

Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:

Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.
4. If determined that under slab vapor barrier and or insulation is required, Owner/General Contractor shall provide materials and installation.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Installation Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: *If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.*

Public Restroom Company will “turn-key” set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. PRC to complete all internal building plumbing connections and connections from the electrical panel to building's fixtures. The Owner/ Contractor is responsible for making the **final plumbing connections** at the 6' POC locations.
2. The Owner/Contractor is responsible for pulling the wire and completing the final tie-in to the electrical panel from the 6' POC location.
3. The Owner/Contractor is responsible for commissioning the building once final utility connections are made. This includes flushing & testing all water service lines before final startup.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:**Our In Plant/Off-Site Construction Scheduling System:**

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials, which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Progress Billing Terms:

Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation:**Site Inspection:**

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:

PRC will install the building turn-key, except for any exclusion (listed under "Exclusions," herein.)

Installation of Utilities under the Prefabricated Building:

We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

We provide all the buildings under-slab piping including the driven electrical ground rod. The Owner/General Contractor brings utility services to within 6' of the pad and are responsible for final connections at that point.

Connection of Utilities Post Building Placement:

After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection “inside” the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 6’ from building locations.

Electrical:

PRC provides the electrical conduit to the POC 6’ from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

Plumbing:

PRC provides the POC up to 6’ from the building footprint and the Owner/General Contractor connects the water to our stub out location.

Sewer:

Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a 240 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals; including final construction documents and structural calculations from all authorities required to approve them.

Exclusions/Exceptions:

1. **Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4” of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary depending on local rates. PRC will provide written costs for this additional work by change order.**

2. If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.
3. Sidewalks outside the building footprint.
4. Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.
5. Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.
6. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
7. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
8. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
9. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.
10. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.
11. Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.
12. Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.
13. Backflow certification if applicable by Owner/ General Contractor.
14. Any Fire Suppression Systems by others, not by PRC.
15. Any future transformers, related shut offs, and disconnects for electrical is by others, not by PRC.

16. If determined that under slab vapor barrier and or insulation is required, Owner/General Contractor shall provide materials and installation.

Insurance and Prevailing Wage Certification:

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a \$1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

Errors and Omissions Insurance:

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY:

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Owner/General Contractor selected parts and materials that are not PRC approved will not be covered under PRC's 5 year component warranty. These selections will be covered only by any available manufacturer warranty.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor Acceptance:

This offer is valid for acceptance within 90 days or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Termination:

Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by



Charles E. Kaufman IV, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

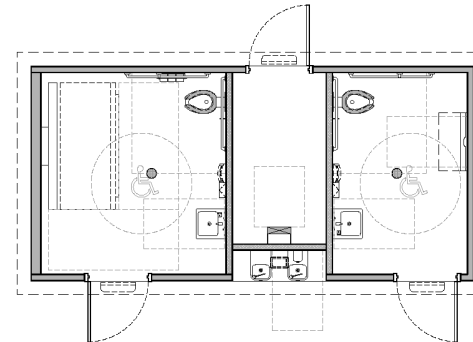
Accepted by:

Authorized Signature

Date Signed

Printed Name

Legal Entity Name and Address



FLOOR PLAN

SCALE: NOT TO SCALE

THIS CONCEPTUAL/ PRELIMINARY DESIGN AND THE 3D RENDERING IS AN ARTISTIC INTERPRETATION OF THE DESIGN. IT IS NOT MEANT TO BE AN EXACT RENDITION OF THE FINISH PRODUCT. SOME ITEMS MAY NOT BE STANDARD AND/OR SUBJECT TO CHANGE DURING PROJECT DEVELOPMENT

APPACHE PARK

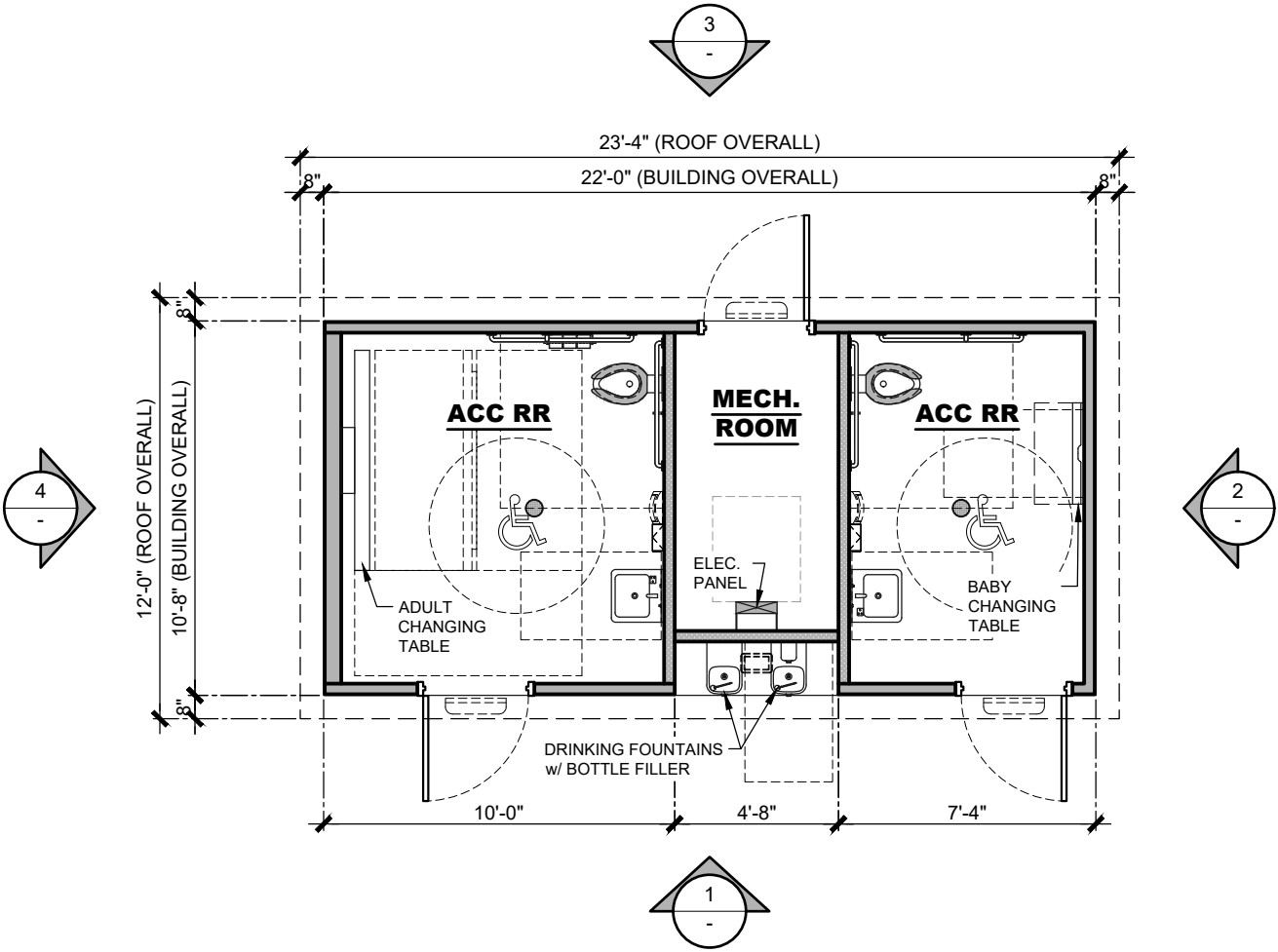
RESTROOM BUILDING
CHANDLER, ARIZONA



www.PublicRestroomCompany.com

2587 BUSINESS PARKWAY
MINDEN NEVADA 89423
P: 888-888-2060 F: 888-888-1448

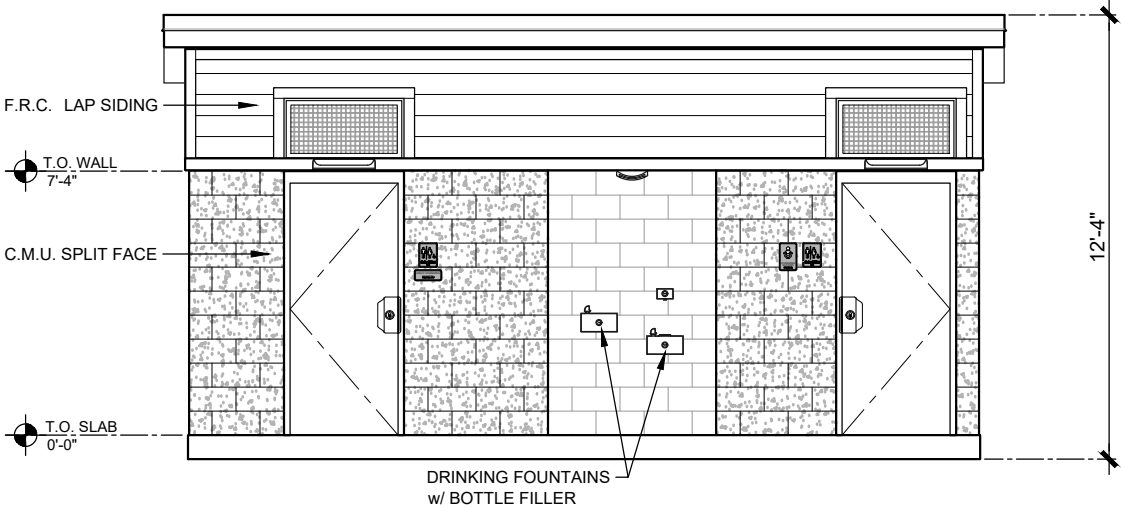
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OF PUBLIC RESTROOM
COMPANY.



FLOOR PLAN

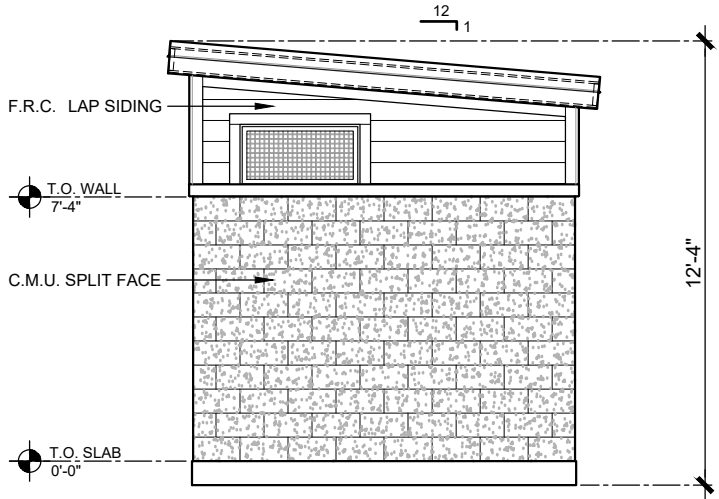
SCALE: 3/16"=1'0"

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				DRAWN BY:	
		PROJECT: APPACHE PARK CHANDLER, AZ	PROJECT #: 11982	START DATE: 7/01/2024 DRAWN BY: NS	MAX. PERSON / HOUR: 90 S



ELEVATION 1

SCALE: 3/16"=1'-0"



ELEVATION 2

SCALE: 3/16"=1'-0"



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RESTROOM COMPANY.

BUILDING TYPE:

RESTROOM BUILDING

PROJECT:

**APPACHE PARK
CHANDLER, AZ**

REVISION #

REVISION
DATE:

DRAWN BY:

PROJECT #:

11982

START
DATE: **7/01/2024**

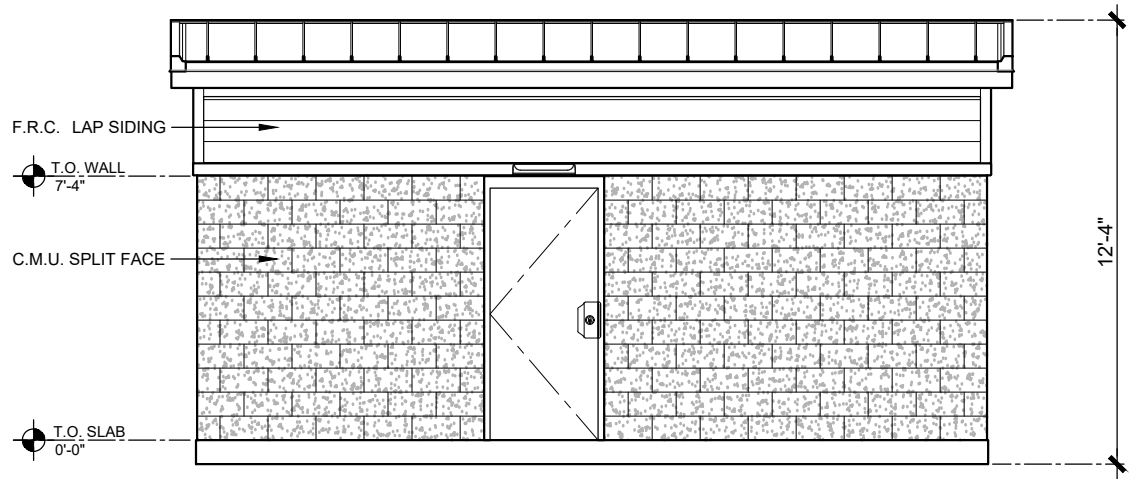
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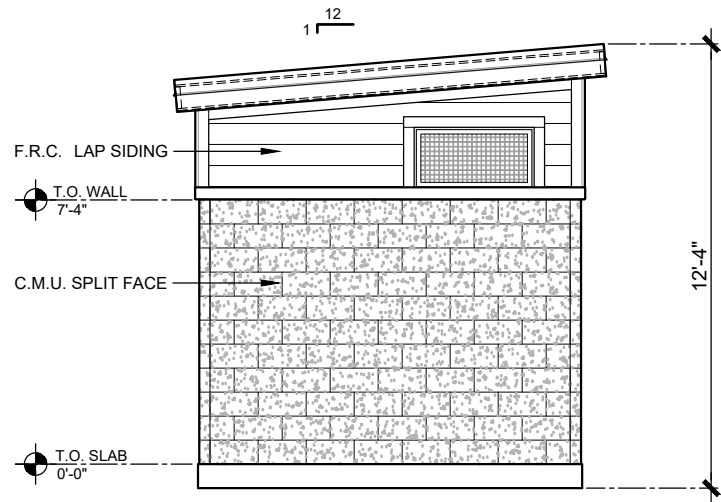
A-2

MAX. PERSON / HOUR:

90 S



ELEVATION 3
SCALE: 3/16"=1'-0"



ELEVATION 4
SCALE: 3/16"=1'-0"

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		PROJECT:	APPACHE PARK CHANDLER, AZ	PROJECT #: 11982	DRAWN BY:	MAX. PERSON / HOUR: 90 S
					START DATE: 7/01/2024	
					DRAWN BY: NS	

EXHIBIT H

BUILDERS RISK INSURANCE