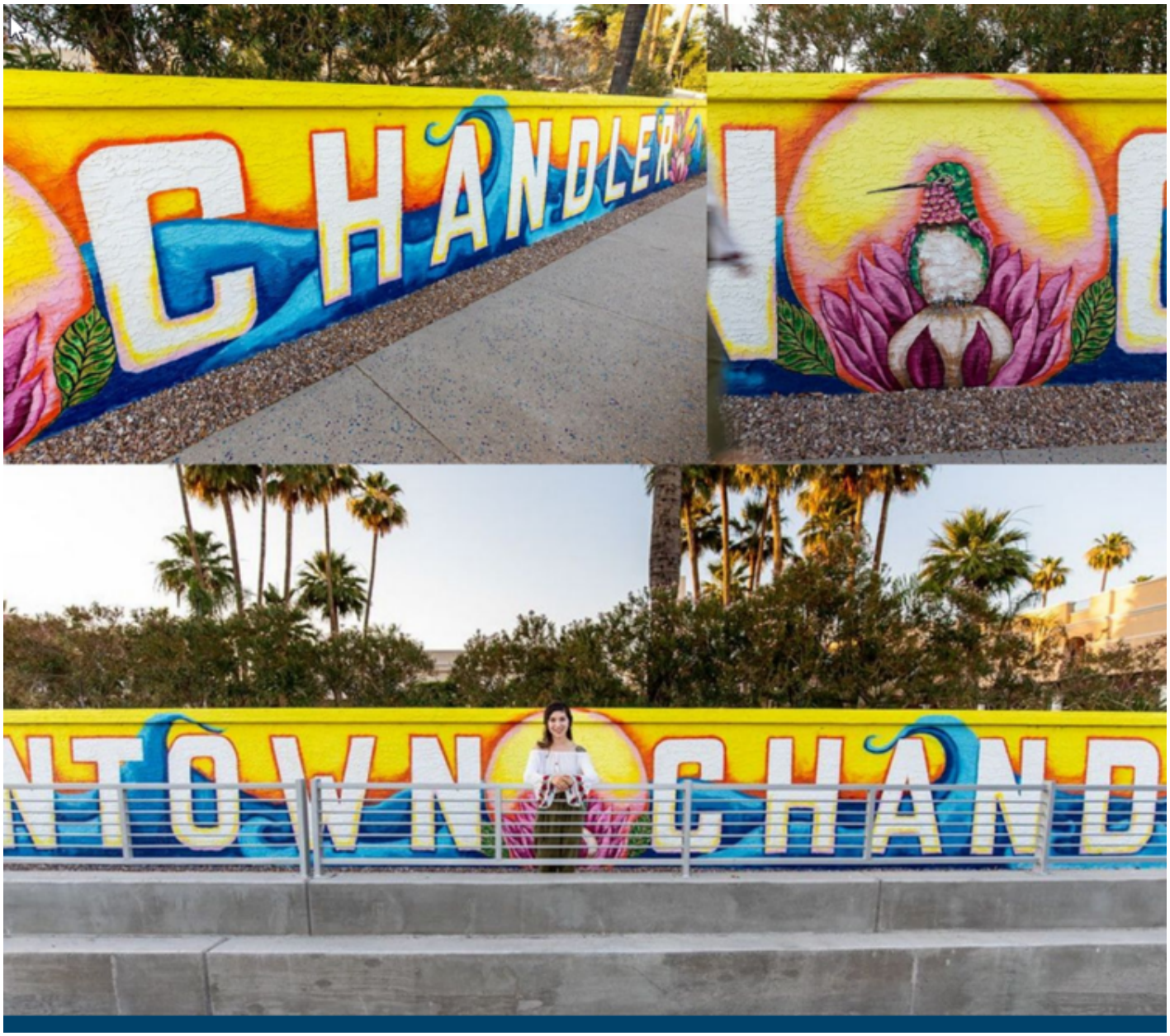


City Council Study Session

Monday, December 9, 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 STUDY SESSION open to the public on Monday, December 9, 2024, immediately following the Regular meeting that follows the Public Housing Authority Commission meeting which begins 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.

Study Session 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

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.

City Clerk

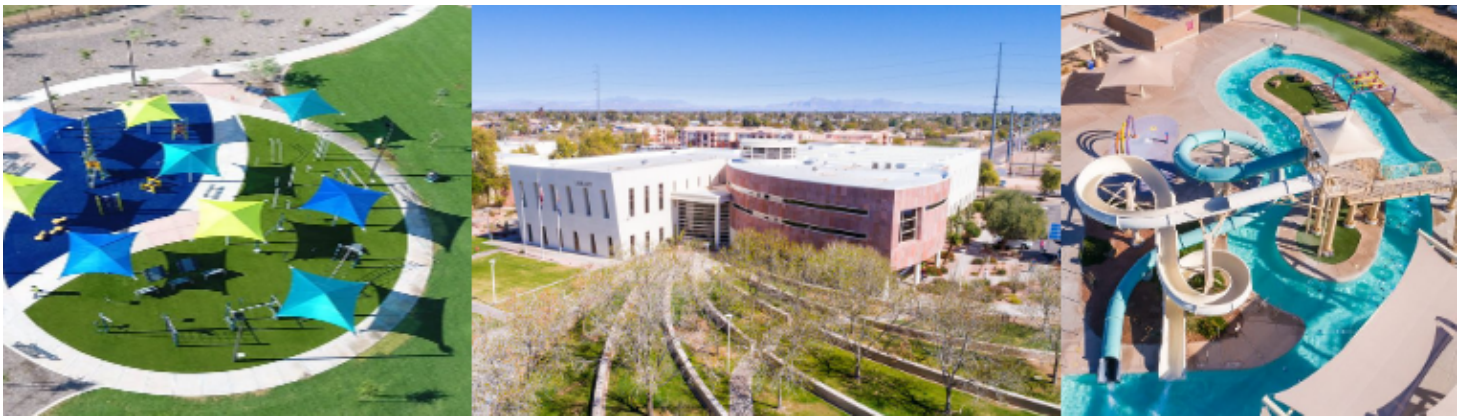
1. **Boards and Commissions Member Appointments**
   Move City Council approve the Board and Commission appointments as recommended.

City Manager

2. **Agreement No. TD6-155-3626, Amendment No. 5, for Transit Shelters and Related Services**

   Move City Council approve Agreement No. TD6-155-3626, Amendment No. 5, with Southwest Fabrication, LLC, for transit shelters and related services, in an amount not to exceed $694,442, for the period of January 1, 2025, through December 31, 2026.

   Council Focus Area(s):



Community Services

3. **Agreement No. CS5-525-4843, Library Materials and Related Services**

   Move City Council approve Agreement No. CS5-525-4843, with Ingram Library Services, LLC; Baker & Taylor, LLC; and Midwest Tape, LLC, for library materials and related services, in an amount not to exceed $1,500,000, for a period of two years, beginning November 4, 2024, through November 3, 2026, with the option of up to two (2) two-year extensions.

   Council Focus Area(s):

4. **Agreement No. CS5-988-4853, with Grounds Control, LLC, for City Park Landscape Services**

Move City Council approve Agreement No. CS5-988-4853, with Grounds Control, LLC, for city park landscape services, in amount not to exceed $2,149,128, for a one-year period, December 13, 2024, through December 12, 2025.

Council Focus Area(s):

Development Services

5. **Introduction and Tentative Adoption of Ordinance No. 5114, Rezoning, Preliminary Development Plan, and Preliminary Plat, PLH24-0021/PLT24-0007 Chandler 56, Generally Located 1/4 Mile North of the Northeast Corner of 56th Street and Chandler Boulevard**

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 5114 approving PLH24-0021 Chandler 56, Rezoning from Planned Area Development (PAD) for automobile storage and salvage yard uses to Planned Area Development (PAD) for Planned Industrial (I-1) type uses and automotive accessory sales and installation uses, subject to the conditions as recommended by Planning staff.

Preliminary Development Plan

Move City Council approve Preliminary Development Plan, PLH24-0021 Chandler 56, for site layout and building architecture, subject to the conditions as recommended by Planning staff.

Preliminary Plat

Move City Council approve Preliminary Plat, PLT24-0007 Chandler 56, subject to the condition as recommended by Planning staff.

Council Focus Area(s):

6. **Introduction and Tentative Adoption of Ordinance No. 5115, Right of Way Temporary Use Management Program**

Move City Council introduce and tentatively adopt Ordinance No. 5115, approving the Right of Way Temporary Use Management Program.

Council Focus Area(s):

7. **Resolution No. 5856, Authorizing a License Agreement between Bicentel, 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. 5856, authorizing the Mayor to execute the license agreement between Bicentel, 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. **Purchase of Fiber Network Repair and Upgrade Services**

Move City Council approve the purchase of repair and upgrade services to the municipal fiber network, utilizing multiple vendors available under the State of Arizona Contract No. CTR062466, Communications Cabling Systems, and the City of Tucson Contract No. 212710, Installation, Maintenance, and Repair of Fiber/Copper Networks, for the period of one year, beginning January 1, 2025, through December 31, 2025, in a combined amount not to exceed $4,636,063.

Council Focus Area(s):

9. **Use Permit, PLH24-0033 Round 1 Bowling & Arcade, 3177 W Chandler Boulevard in the Chandler Fashion Center, Generally Located at the Southwest Corner of Price Road and Chandler Boulevard**

Move City Council approve PLH24-0033 Round 1 Bowling & Arcade, Use Permit for a Series 6 Bar Liquor License within a new bowling alley and arcade, subject to the conditions recommended by the Planning and Zoning Commission.

Council Focus Area(s):

Facilities and Fleet

10. **Agreement No. FF2-926-4522, with EHS Restoration, LLC, East Valley Disaster Services, Inc., Phoenix Environment Group, LLC and Titan Restoration of AZ, LLC. For Facility Disaster Recovery and Remediation Services**

    Move City Council approve Agreement No. FF2-926-4522, Amendment No. 2, with EHS Restoration, LLC; East Valley Disaster Services, Inc.; Phoenix Environmental Group, LLC; and Titan Restoration of AZ, LLC, for city facility disaster recovery and remediation services, in an amount not to exceed $250,000, for the period of one year, beginning December 15, 2024, through December 14, 2025.

    Council Focus Area(s):

11. **Agreement No. BF4-910-4768 for Electrical Maintenance, Repair, and Installation Services**

    Move City Council approve Agreement No. BF4-910-4768 with ABM Electrical Power Services, LLC; Arizona Facility Services; B&D Industries, Inc.; Commercial Comm and Electric, Inc.; Henry Bros., Inc., dba DECA Southwest; D.P. Electric, Inc.; Hawkeye Electric, Inc.; and Kearney Electric, Inc., in an amount not to exceed $1,610,000, for the period of one year beginning December 9, 2024, through December 8, 2025, with the option of up to four additional one-year extensions.

    Council Focus Area(s):

12. **Purchase of Energy Management Control System Services**

    Move City Council approve the purchase of energy management control system services, from Mesa Energy Systems, Inc., utilizing the State of Arizona Contract No. CTR062668, in an amount not to exceed $365,000.

    Council Focus Area(s):

Fire Department

13. **Purchase of Fire Apparatus**

Move City Council approve the purchase of three fire apparatus, utilizing the Houston Galveston Area Council (H-GAC) Contract No. FS12-23, in an amount not to exceed $3,900,000, and approve a General Fund Contingency transfer of $3,900,000 to allow for creation of the purchase order in the current fiscal year.

Council Focus Area(s):

Human Resources

14. **Resolution No. 5852 Amending Personnel Rule 15, Section 9, Use of City Sick Leave**

Move City Council pass and adopt Resolution No. 5852 Amending Personnel Rule 15, Section 9, Use of City Sick Leave.

Council Focus Area(s):

Information Technology

15. **Purchase of ESRI (GIS) Advantage Program**

Move City Council approve the sole source purchase of the ESRI (GIS) Advantage Program, from Environmental Systems Research Institute, Inc. (ESRI), in the amount of $116,963.

Council Focus Area(s):

16. **Purchase of Oracle Annual Support and Maintenance Services**

Move City Council approve the purchase of Oracle annual support and maintenance services from Mythics, Inc., utilizing the Omnia Partners Contract No. 180233-002, in an amount not to exceed $210,673, for the period of one year, January 31, 2025, through January 30, 2026.

Council Focus Area(s):

17. **Purchase of Virtual Meeting Conference Room Upgrades**

Move City Council approve the purchase of Cisco Room Kit equipment, accessories, and services for existing and new conference rooms, from Sentinel Technologies, Inc., using the 1GPA Agreement No. 22-02PV-18, in an amount not to exceed $1,376,781.

Council Focus Area(s):

18. **Agreement No. 4698, Amendment No. 1, for Microsoft Information Technology Consulting Services**

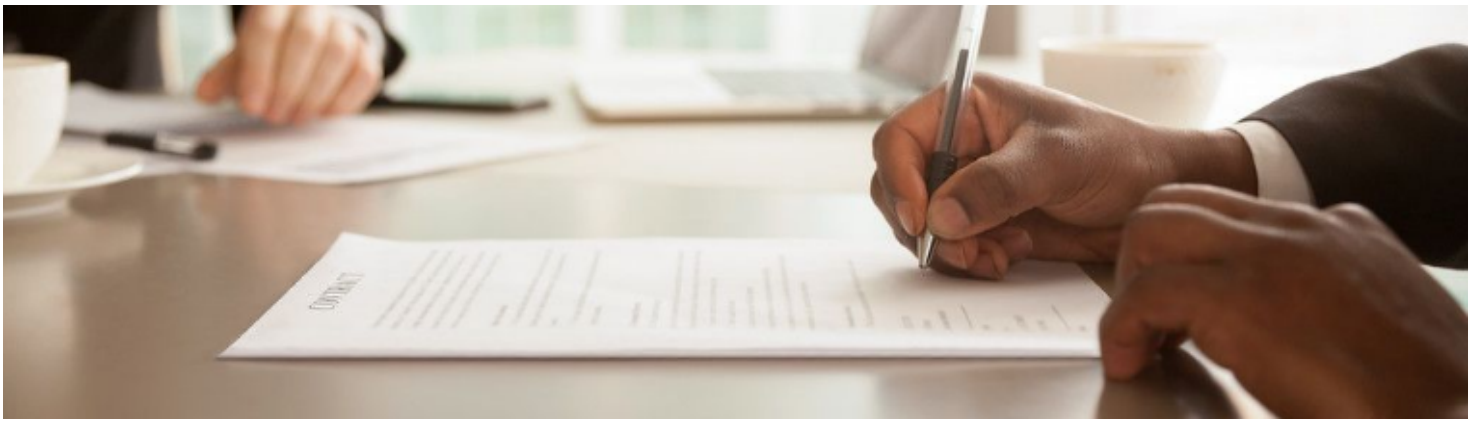
Move City Council approve Agreement No. 4698, Amendment No. 1, with Invoke, LLC, for Microsoft information technology consulting services, in an amount not to exceed $500,000, for the period of one year, beginning December 15, 2024, through December 14, 2025.

Council Focus Area(s):

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

Move City Council approve the purchase of information technology temporary staffing services, from Computer Aid, Inc., utilizing the Sourcewell Contract No. 071321-CAI, in an amount not to exceed $383,000.

Council Focus Area(s):



Management Services

20. **Purchase of Maintenance, Repair, and Operational (MRO) Supplies**

Move City Council approve the utilization of the Omnia Partners Contract No. 240078-01, with Grainger, Inc., for the purchase of maintenance, repair, and operational (MRO) supplies, for the term of January 1, 2025, through December 31, 2025, in an amount not to exceed $300,000.

Council Focus Area(s):

21. **License Series 12, Restaurant Liquor License Application for Jeffrey Craig Miller, Agent, Chandler Spitz, LLC, DBA Spitz Mediterranean**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 314636, a Series 12, Restaurant Liquor License, for Jeffrey Craig Miller, Agent, Chandler Spitz, LLC, DBA Spitz Mediterranean, located at 301 S. Arizona Avenue, Suite 2, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 308080.

Council Focus Area(s):

22. **License Series 12, Restaurant Liquor License Application for Kyle Douglas Walters, Agent, The Parlay South Chandler, LLC, DBA The Parlay Kitchen + Cocktails**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 306834, a Series 12, Restaurant Liquor License, for Kyle Douglas Walters, Agent, The Parlay South Chandler, LLC, DBA The Parlay Kitchen + Cocktails, located at 4850 S. Gilbert Road, Suite 4, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 308423.

Council Focus Area(s):

Neighborhood Resources

23. **Resolution No. 5859 Approving the Development Agreement Between the City of Chandler and Brinshore Development, LLC, Relating to Real Property Located at 73 S. Hamilton Street**

Move City Council pass and adopt Resolution No. 5859, approving the Development Agreement between the City of Chandler and Brinshore Development, LLC, relating to real property located at 73 S. Hamilton St. to be known as The Haven on Hamilton; directing the City Manager to give specific consideration to The Haven on Hamilton applicants belonging to special populations such as seniors, persons with disabilities and veterans; and directing the City to continue its redevelopment efforts for the Chandler Public Housing Portfolio.

Council Focus Area(s):

24. **Resolution No. 5854 Approving Contract No. 535-25 Between the Arizona Department of Housing and the City of Chandler to Accept State Housing Trust Funds to Prevent Housing Insecurity**

Move City Council pass and adopt Resolution No. 5854 approving Contract No. 535-25 between the Arizona Department of Housing and the City of Chandler to accept State Housing Trust Funds in the amount of $343,387 to prevent housing insecurity; and authorizing the City Manager to take all action necessary or prudent to carry out the intent of this resolution and implement the program.

Council Focus Area(s):

25. **Resolution No. 5855 Approving Substantial Amendment No. 1 to the Annual Action Plan for Fiscal Year 2024-2025 and Authorizing Submittal to the United States Department of Housing and Urban Development and Authorizing Execution of All Related Contracts and Subrecipient Agreements**

Move City Council pass and adopt Resolution No. 5855 approving Substantial Amendment No. 1 to the Annual Action Plan for Fiscal Year 2024-2025 and authorizing submittal to the United States Department of Housing and Urban Development; authorizing execution of all related contracts and subrecipient agreements; and authorizing the City Manager to take all action necessary or prudent to implement the Fiscal Year 2024-2025 Annual Action Plan, as amended.

Council Focus Area(s):

Police Department

26. **Resolution No. 5858 Pertaining to the Acceptance and Approval of the Homeland Security Grant Program**

Move City Council pass and adopt Resolution No. 5858 accepting the FY 2024 Homeland Security Grants and approving Agreement Nos. 24-AZDOHS-HSGP-23804-01 and 24-AZDOHS-HSGP-240804-02, authorizing the Mayor to execute the Agreements; and authorizing the Chief of Police to administer, execute, and submit all documents and other necessary instruments in connection with such Agreements.

Council Focus Area(s):

27. **Agreement No. PD5-680-4852, with Marrero Armor, LLC, for Purchase of Rifle Shields**

Move City Council approve Agreement No. PD5-680-4852, with Marrero Armor, LLC., for the purchase of rifle shields, in an amount not to exceed $176,000.

Council Focus Area(s):

28. **Purchase of Panasonic Laptop Computers and Peripherals**

Move City Council approve the purchase of Panasonic rugged laptop computers and various peripherals, from Mobile Concepts Technology (MCT), utilizing State of Arizona Contract No. CTR068894, in the amount of $118,778.

Council Focus Area(s):

Public Works and Utilities

29. **Professional Services Agreement No. WA2408.201, with Wilson Engineers, LLC, for the Brooks Crossing Water Production Facility Rehabilitation Design Services**

Move City Council award Professional Services Agreement No. WA2408.201 to Wilson Engineers, LLC, for the Brooks Crossing Water Production Facility Rehabilitation Design Services, in an amount not to exceed $1,144,056.20.

Council Focus Area(s):

30. **Agreement No. PW5-745-4849, with Choice Maintenance & Asphalt Services, LLC, for Asphalt Rubber Crack Seal Services**

Move City Council approve Agreement No. PW5-745-4849, with Choice Maintenance and Asphalt, LLC, for asphalt rubber crack seal services, in an amount not to exceed $620,000, for a one-year term, January 1, 2025, through December 31, 2025.

Council Focus Area(s):

31. **Agreement No. PW5-745-4850, with Vincon Engineering Construction, LLC, and Temcon Concete Construction, LLC, for Concrete Repair and Maintenance Services**

Move City Council approve Agreement No. PW5-745-4850, with Vincon Engineering Construction, LLC, and Temcon Concete Construction, LLC, for concrete repair maintenance services, in a combined amount not to exceed $8,144,000, for a one-year term, January 1, 2025, through December 31, 2025.

Council Focus Area(s):

32. **Agreement PW5-745-4851, with M.R. Tanner Development & Construction, LLC, for Street Repair and Maintenance Services**

Move City Council approve Agreement No. PW5-745-4851, with M.R. Tanner Development & Construction, LLC, for street repair and maintenance services, in an amount not to exceed $1,500,000, for a one-year period, January 1, 2025, through December 31, 2025, with the option of up to four additional one-year extensions.

Council Focus Area(s):

33. **Professional Services Agreement No. WW2403.101, with Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C., for the Aquifer Storage and Recovery Well Siting Consultant Services**

Move City Council award Professional Services Agreement No. WW2403.101, to Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C., for the Aquifer Storage and Recovery Well Siting Consultant Services, in an amount not to exceed $109,000.

Council Focus Area(s):

34. **Agreement No. PW2-988-4407, Amendment No. 3, with Artistic Land Management, Inc., for Public Works Landscape Services**

Move City Council approve Agreement No. PW2-988-4407, Amendment No. 3, with Artistic Land Management, Inc., for Public Works landscape services, in an amount not to exceed $1,495,200, for a one-year term, January 1, 2025, through December 31, 2025.

Council Focus Area(s):

35. **Resolution No. 5849 Approving the Abandonment of a Temporary Drainage Easement No Longer Needed for Public Use Located on the Southwest Corner of Gilbert Road and Insight Way**

Move City Council pass and adopt Resolution No. 5849 approving the abandonment of a temporary drainage easement no longer needed for public use located on the southwest corner of Gilbert Road and Insight Way.

Council Focus Area(s):

36. **Agreement No. PW3-936-4544, Amendment No. 2, with Valleywide Generator Service, LLC, for Generator Maintenance Services**

Move City Council approve Agreement No. PW3-936-4544, Amendment No. 2, with Valleywide Generator Service, LLC, for generator maintenance services, in an amount not to exceed $331,000, for a one-year term, December 12, 2024, through December 11, 2025.

Council Focus Area(s):

37. **Purchase of Water Meter Repair and Replacement Services**

Move City Council approve the purchase of water meter repair and replacement services, from Metering Services, Inc., utilizing City of Tempe Contract No. WUD21-015-01, in an amount not to exceed $500,000.

Council Focus Area(s):

38. **Agreement No. PW3-962-4568, Amendment No. 2, with Cleanview Sewer Inspections, Inc., for Video Inspection of Sewer Lines**

Move City Council approve Agreement No. PW3-962-4568, Amendment No. 2, with Cleanview Sewer Inspections, Inc., for video inspection of sewer lines, in an amount not to exceed $250,000, for a one-year period, December 12, 2024, through December 11, 2025.

Council Focus Area(s):

Action Agenda

39. **Resolution No. 5846 Amending the Citywide Fee Schedule Relating to the Community Services, Cultural Development, Development Services, Fire, and Public Works & Utilities Departments (Continued from the November 7, 2024, Council Meeting)**

Move City Council pass and adopt Resolution No. 5846, amending the Citywide Fee Schedule relating to the Community Services, Cultural Development, Development Services, Fire, and Public Works & Utilities Departments, with fee changes effective January 1, 2025.

Council Focus Area(s):

Informational

40. **September 18, 2024, Planning and Zoning Commission Meeting Minutes**

41. **Contracts and Agreements Administratively Approved, Month of November 2024**

Adjourn

ITEM 1

CHANDLER arizona
Community of Innovation

City Council Memorandum City Clerk's Office Memo No. N/A

Date:	December 09, 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.

Mayor's Committee for People with Disabilities
Appoint Emily Raymond

Museum Foundation Board
Appoint Gregory Herriman
Appoint Mary Cimaglio

Attachments

Mayor's Committee for People with Disabilities Emily Raymond
Museum Foundation Board Gregory Herriman
Museum Foundation Board Mary Cimaglio

Webform Submission From: Application for Chandler Boards and Commissions

City of Chandler [redacted]
Fri 7/12/2024 11:19 AM
[redacted]

Submitted on Fri, 07/12/2024 - 11:07 AM

Submitted by: Anonymous

Submitted values are:

Contact Information

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

Selection 1
Mayor's Committee for People with Disabilities

Selection 2
Planning and Zoning Commission

Selection 3
Human Relations Commission

Name
Emily Raymond

Phone
[redacted]

Email
[redacted]

Address
[redacted]
Chandler, Arizona. 85224

Profession
Government Relations

Employer
Goodman Schwartz Public Affairs

How many years have you lived in Chandler
0

Are you registered to vote?
Yes

Boards and Commissions Info

Professional Experience
I have worked in Government Relations for 5 years, primarily in the area of the Arizona State Legislature. One of our largest clients is the Arizona Association of Providers for People with Disabilities (AAPPD). I am particularly passionate about issues that impact Arizonans with disabilities and fostering an environment that encourages people to live their lives as independently as possible. In my professional experience, I have had the chance to work with a variety of community stakeholders on a variety of issues and pride myself in my ability to be nonpartisan and impartial, looking at each situation based on it's merits. While I do not foresee a scenario where my work would impede my ability to serve on a Board or Commission, I absolutely intend to always remain impartial and would commit to being transparent should any scenario of the sort arise.

Board/Committee Experience
I have never served on a board or a committee, however, in my professional capacities I have interacted with many. I have interacted with public bodies from the local, state, and federal level, and have strong experience engaging with non-profit boards. In my office we manage three nonprofits, so I have experience with the necessary procedures and policies as it relates to Board etiquette.

Briefly explain why you would like to serve on the board / commission
As a new Chandler resident and first time homeowner, I am eager for the opportunity to use my professional knowledge and experience to serve my new community. I believe that civic engagement is absolutely critical and am looking forward to the opportunity to put my passion for community and civic engagement to a good purpose.

Referred By
Transportation Commissioner Molly Olsen (formerly Molly Pendergast)

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

Webform Submission From: Application for Chandler Boards and Commissions

City of Chandler [redacted]
Fri 5/10/2024 12:59 PM
[redacted]

Submitted on Fri, 05/10/2024 - 12:19 PM

Submitted by: Anonymous

Submitted values are:

Contact Information

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

Selection 1
Chandler Museum Foundation

Name
Gregory Herriman

Phone
[redacted]

Email
[redacted]

Address
[redacted]
Chandler, Arizona. 85226

Profession
Retired

How many years have you lived in Chandler
24

Are you registered to vote?
Yes

Boards and Commissions Info

Professional Experience
I recently retired from a diverse career spanning over thirty-two years. My professional journey

included a wealth of expertise in the realms of construction project management, engineering consultancy, and architectural advisory roles. After graduating from the College of Engineering at Arizona State University, I worked for various architecture, engineering and construction organizations before moving onto positions with a large international real estate property ownership group. The last six-plus years of my career were spent as the National Director of Engineering and Construction for the same property owner, demonstrating strategic vision and operational prowess at a national scale. Throughout my career, Ive been driven by a commitment to excellence and a passion for navigating complex projects, establishing myself as a seasoned leader in the real estate development and engineering management arena.

Board/Committee Experience
Colonia Del Sur IV HOA Board Member (1995-1999) ; Finance Committee Member - St. John Bosco Catholic School Phoenix (2005-2010);

Briefly explain why you would like to serve on the board / commission
I am keen to join the board of the Chandler Museum Foundation becuase I am deeply passionate about preserving and celebrating our community's rich history. With my diverse professional background, I bring a unique blend of experience to the table. I believe that my skills and expertise can contribute significantly to the museum's mission of promoting awareness and appreciation of Chandler's heritage, ensuring that future generations can connect with our past.

Referred By
Tom Escobedo (current board member of Chandler Museum Foundation)

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.

Webform Submission From: Application for Chandler Boards and Commissions

City of Chandler [redacted]
Fri 7/12/2024 3:17 PM
[redacted]

Submitted on Fri, 07/12/2024 - 03:05 PM

Submitted by: Anonymous

Submitted values are:

Contact Information

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

Selection 1
Historic Preservation Commission

Selection 2
Chandler Museum Foundation

Selection 3
Planning and Zoning Commission

Name
Mary Cimaglio

Phone
[redacted]

Email
[redacted]

Address
[redacted]
Chandler, Arizona. 85226

Profession
Senior Instant Games Manager

Employer
Arizona Lottery

How many years have you lived in Chandler
7

Are you registered to vote?
Yes

Boards and Commissions Info

Professional Experience
I have worked for the Arizona Lottery (state agency) from 2017 to present. I serve as the Senior Instant Games Manager and manage the strategy and launch for all instant games for the state. Prior to this, I lived in Virginia where I worked in the museum and history field. I graduated from the College of William and Mary with degrees in History and Anthropology and received a museum studies certification. After graduation I worked for Colonial Williamsburg (the largest living history museum in America) as the Consumer Sales Manager. I also have worked for the National Park Service and the Jamestown-Yorktown Foundation.

Board/Committee Experience
Prior to moving to Arizona, I served as a commissioner for the James City County Historical Commission. I also served as Membership Chair for the Tidewater Virginia Historical Society.

Briefly explain why you would like to serve on the board / commission
Although I work in Marketing now, my first love was history and museums. My career path took me in a direction that I love, but I also miss being involved in the history and museum spaces. I moved to Arizona in 2017 for my husband's job at Intel and I had to leave behind my work in the historical space. Now that we are well established and just had a son, Chandler has become our home and I decided it was time to get involved. In addition to my background in the historical field, I have always enjoyed being involved in local government and even served on several city commissions as a teenager (School Board, Planning Commission, etc). Learning how governments function has always been interesting to me, and it why I work for a state agency today.

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

CHANDLER arizona
Community of Innovation

City Council Memorandum Government Relations & Transportation Policy Memo No. N/A

Date: December 09, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Ryan Peters, Strategic Initiatives Director
From: Jason Crampton, Transportation Planning Manager
Subject: Agreement No. TD6-155-3626, Amendment No. 5, for Transit Shelters and Related Services

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Proposed Motion:

Move City Council approve Agreement No. TD6-155-3626, Amendment No. 5, with Southwest Fabrication, LLC, for transit shelters and related services, in an amount not to exceed $694,442, for the period of January 1, 2025, through December 31, 2026.

Background/Discussion:

Currently, there are 384 bus stops throughout the city, of which 286 have shelters. This fourth contract extension will enable the city to maintain and/or replace existing shelters and benches, enhance lighting at bus stops, and install new benches and shelters. Many shelters in the city are over 20 years old and need to be repainted, refurbished or replaced. This extension allows for continued work on shelter repainting, refurbishment, and replacements over a two-year period.

Additionally, Bus Route 112 (Arizona Avenue) is expected to receive additional regional funding to allow for an extension south to Ocotillo Road. This contract extension will enable the city to install new bus shelters for the route enhancement. The contract extension also allows $60,000 each year for bus stop maintenance, which includes bus shelter removals and relocations, lighting repairs, roof replacements and repairs, and other work, as needed.

Evaluation:

On November 19, 2015, City Council approved an agreement with Southwest Fabrication, LLC, for transit shelters and related services, for a three-year period, with the option of up to four two-year extensions. The Contractor has agreed to extend for the fourth two-year option.Southwest Fabrication has been very responsive and has provided high-quality shelter furniture to the City. Staff recommends extension of this Agreement for the term of January 1, 2025, through December 31, 2026.

Financial Implications:

Expenditures under this contract are paid from Fund 216 (Arizona Lottery Funds), which can only be used for transit services and infrastructure.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
216.3060.6TP015	LTAF-Capital	Bus Pullouts and Bus Stops	$574,442	Y
216.3340.5219	LTAF	N/A	$120,000	N

Attachments

3626 Amendment No. 5

Docusign Envelope ID: F1EB7AC2-29D0-4D5E-9A44-22F0286DBA86

City Clerk Document No. _____

City Council Meeting Date: December 12, 2024

AMENDMENT TO CITY OF CHANDLER AGREEMENT
TRANSIT SHELTERS AND RELATED SERVICES
CITY OF CHANDLER AGREEMENT NO. TD6-155-3626

THIS AMENDMENT NO. 5 (Amendment No. 5) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Southwest Fabrication, LLC, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2024 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for transit shelters and related services (Agreement); and

WHEREAS, the term of the Agreement was January 1, 2015, through December 31, 2018, with the option of up to four two-year extensions; and

WHEREAS, the Parties wish to exercise the fourth 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 January 1, 2025, through December 31, 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. 5 by this reference. Total payments made to the Contractor during the term of this Amendment No. 5 will not exceed $694,442.

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4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 5 and the Agreement, the terms and conditions in this Amendment No. 5 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: Kyle J Presler

Its: Controller

APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

By: _____

City Clerk

City Council Memorandum Community Services Memo No. CS24-025

Date: December 09, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
John Sefton, Community Services Director
From: Rachelle Kuzyk, Library Manager
Subject: Agreement No. CS5-525-4843, Library Materials and Related Services

Proposed Motion:

Move City Council approve Agreement No. CS5-525-4843, with Ingram Library Services, LLC; Baker & Taylor, LLC; and Midwest Tape, LLC, for library materials and related services, in an amount not to exceed $1,500,000, for a period of two years, beginning November 4, 2024, through November 3, 2026, with the option of up to two (2) two-year extensions.

Background/Discussion:

The library contracts with book and media vendors to obtain the best discount on library materials. These agreements enable the library to continue to receive the best prices for hardcover and paper cover materials of adult fiction and nonfiction, youth fiction and nonfiction, children's picture books and board books, reference books, audio books, and DVDs. The items purchased from these vendors are discounted up to 47% and come preprocessed so they can quickly be made available to library customers.

Evaluation:

On September 12, 2024, City staff issued Request for Proposal No. CS5-525-4843 for Library Materials and Related Services. Notification was sent to all registered vendors. Six proposals were received from the following offerors:

Ingram Library Services, LLC
Baker & Taylor, LLC

Midwest Tape, LLC
Junior Library Guild
Libraria
Perma Bound Books

The Evaluation Committee evaluated the proposals and recommends awards to Ingram Library Services, LLC; Baker & Taylor, LLC; and Midwest Tape, LLC, which submitted the most advantageous offers to the City in accordance with the evaluation criteria.

Financial Implications:

It is anticipated that spending in FY 2024-25 will total approximately $545,000; the remaining agreement amount is anticipated to be expended in FY 2025-26, pending City Council budget approval.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.4310.5320.0.0.0	General Fund	N/A	$1,500,000	N

Attachments

Ingram Agreement
Midwest Agreement
Baker and Taylor Agreement

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City Clerk Document No. _____

City Council Meeting Date: December 12, 2024

CITY OF CHANDLER SERVICES AGREEMENT
LIBRARY MATERIALS & RELATED SERVICES
CITY OF CHANDLER AGREEMENT NO. CS5-525-4843

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Ingram Library Services, LLC, a limited liability company (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 September 3, 2024, the City issued a solicitation for library materials and related services. Under the solicitation, the City proposes to enter into three related agreements for library materials and Related services in various amounts for the prices set forth in each library materials and related services agreement. Although the amount and type of library materials and related services purchased by the City may vary, the total sum for all three library materials and related services agreements must not exceed $1,500,000.

B. City proposes to purchase library materials and related services 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 two years, and begins on November 4, 2024 and ends on November 3, 2026 unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to two additional terms of two years each, or portions thereof. 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 the unit prices and amounts as more fully 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 any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee 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.

Contractor must maintain, during the term of this Agreement and for a minimum of three (3) years after the expiration or termination of the Agreement, as amended, records sufficient to demonstrate Contractor's compliance with its obligations under this Agreement. Upon reasonable advance notice, the City may request, once per calendar year, that Contractor engage Ingram Industries Inc.'s ("Ingram") Internal Audit department, or the City may engage the City's own auditors, to perform specified procedures as determined by the City. Such procedures will be performed in accordance with attestation standards established by the American Institute of Certified Public Accountants ("Agreed Upon Procedures") and will be related to Contractor's compliance with its obligations under this Agreement and provide a written

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report to the City. If in the written opinion of such auditors there has been an underpayment by Contractor or an overpayment by the City of more than one percent (1%) of the total Agreement billings, Contractor must pay the reasonable costs of such audit in addition to promptly paying such amounts. (For clarity, any discrepancy between amounts paid to or from either party and amounts shown to be due by such audit will be promptly payable, whether or not equal to one percent (1%) of total Agreement billings).

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 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 with thirty (30) days written notice and 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.

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

5.6 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.

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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:	Saranna Davidson	Name:	Carolyn Morris
Title:	Procurement Officer	Title:	Vice President
Address:	175 S. Arizona Ave., 3rd Floor Chandler, AZ 85225	Address:	One Ingram Blvd. La Vergne, Tennessee 37086
Phone:	480 782-2406	Phone:	615 213-5736
Email:	saranna.davidson@chandleraz.gov	Email:	ilsbids@ingramcontent.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.).

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.

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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 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.

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.

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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 set forth in this Section constitute a material breach of this Agreement.

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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 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

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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. Contractor shall use commercially reasonable efforts to provide product and/or services within the time specified by City.

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.

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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

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.

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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 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 to the City. All risk of transportation and all related charges will be the responsibility of 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.

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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.

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.

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

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

FOR THE CONTRACTOR

By: _____

Its: VP Library Services

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

Contractor shall provide library materials and related services in conformance with the following specifications:

1. GENERAL SPECIFICATIONS

1.1. Contractor shall provide multiple formats of print, non-print and digital materials for use in a public library setting, and processing and cataloging services related to these materials. The Library wishes to obtain all formats of print and media materials including but not limited to the following:

- Books for adults and children in all binding formats
- Best-selling titles
- Fiction and nonfiction titles covering all subjects and genres
- Large print materials
- Adult and juvenile foreign language materials
- Juvenile picture and "easy" books
- Beginning readers and chapter books
- Board books
- Books with media
- Graphic novels
- Movie and TV tie-in titles
- Spanish language fotonovelas
- Adult and juvenile reference materials
- Audio books on CD for adult and children
- DVDs
- Music CDs

1.2. Contractor shall supply customized selection lists and other collection development tools/resources.

1.3. Contractor shall provide pricing options for the processing and cataloging services of all library materials.

1.4. Contractor shall provide a lease program that will allow the Library's branches to receive specific quantities of the most popular and/or best-selling titles.

2. ORDERING AND INVENTORY SYSTEMS

2.1. Contractor shall provide easy-to-use online access to the ordering and inventory information systems for all materials at no additional cost to the City.

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2.2. Contractor's inventory and information system must provide access to both forthcoming and previously published print and digital materials.

2.3. Contractor shall confirm order within 24 hours after receipt.

2.4. Contractor's inventory shall be updated at a minimum of once per week.

2.5. Contractor will provide at least brief records upon submittal of order at no additional cost to the City.

2.6. Contractor will provide notice when cannot supply/ship the full number of copies per title ordered.

3. CUSTOMER SUPPORT

3.1. Contractor shall provide contact information for each service area: sales, collection development, processing, accounts receivable, and general customer service.

3.2. Contractor shall specify the reports they can produce and provide examples of the reports as part of its proposal to include backorder report, cancellation report, and order status report. In the case of online reports, specific instructions should accompany the example of the report.

4. DELIVERY

4.1. Contractor will catalog, process and deliver within 7-14 days from date of order receipt date.

4.2. Contractor will allow the Library to select their own backorder/cancellation policy.

4.3. Contractor shall clearly mark all shipments as inside delivery. Contractor must ensure that this is communicated to the shipping carrier prior to shipment to the goods.

4.4. Contractor will ensure that packing slips are box specific and included in the box prior to shipping.

4.5. Contractor will provide protection treatment for contents of shipping boxes and cartons.

4.6. Contractor shall provide a copy of return policy and credit memo procedures as part of this agreement.

4.7. Contractor agrees that prices shall be Free On-Board Destination, Freight prepaid, and inside delivery.

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5. INVOICES

5.1. Contractor shall provide invoices that list items shipped in alphabetical order by title, as well as list price, percentage discount, net price of each item, and processing and cataloging fees (if any). Totals must be given that reference the account number for items purchased.

5.2. Contractor agrees that invoice shall arrive within five (5) days after shipment of the materials. Payment terms shall be included with invoice.

6. TAXES

6.1. Libraries in the state of Arizona are exempt from sales tax on the purchase of materials for use by the public. Arizona Revised Statutes 42-5159.A.12

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EXHIBIT B TO AGREEMENT
PRICING

Pursuant to all the contract specifications enumerated and described in this Solicitation, Contractor agrees to furnish Library materials and related services to the City of Chandler at the price(s) stated below.

Category Description	Percent Discount
Hardcover - adult, young adult, juvenile	**46.5%**
Hardcover - children's picture books, readers	**46.5%**
Library binding - adult, young adult, juvenile	**15.0%**
Library binding - children's picture books, readers	**15.0%**
Prebound - adult, young adult, juvenile	**35.0%**
Prebound - children's picture books, readers	**35.0%**
Board Books	**0-46.5%**
Trade paperback (fiction/nonfiction, adult/young adult/juvenile)	**40.0%**
Mass market paperback (fiction/nonfiction, adult/young adult/juvenile)	**40.0%**
Hardcover Graphic Novels (fiction/nonfiction, adult/young adult/juvenile)	**30.0%**
Paperback Graphic Novels (fiction/nonfiction, adult/young adult/juvenile)	**30.0%**
Hardcover Large Print	**46.5%**
Paperback Large Print	**40.0%**
Hardcover Print on Demand	**46.5%**
Paperback Print on Demand	**40.0%**
Audiobooks	**0-45.0%**
DVD	**0-15.0%**
Tabletop Games	**0-5.0%**
Video Games (Cartridge/Disc)	**0-5.0%**
CD Music	**0-5.0%**
Replacement Costs	**$0.00/credit Please see details in our full response**
Shipping Costs	**$0.00 Ingram-paid freight, F.O.B. destination, inside delivery. Please see our full response.**

Additional Discounts:

Short Discount/Non-Trade Titles:	10.0%*
University Press :	10.0%
Playaway:	0.0–20.0%
Net Titles:	0.0%

** Short Discount/Non-Trade: Lower demand, small print-run books in various bindings, and includes graphic novels, legal, technical, reference, scientific, and medical titles as defined by Ingram subject categories. Titles are generally published by small or university presses. Also included are print and audiobook titles purchased at lower than full trade discount; titles with limited sales volume; and/or titles from publishers not in compliance with Ingram's purchasing requirements. Ingram is pleased to make this broad base of titles available to our customers with no service charges.*

*** Eighty to eighty-five percent of all Spoken Word Audio is at the 45% discount; however, some Spoken Word Audio is short discounted by the publisher.*

Item	Processing Pricing	Cost Per Item	Notes / Exceptions

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1	Mylar jackets on dust cover, taped on book	**$0.99**	
2	Property stamp on the top of the book	**$0.33**	
3	RFID tag and barcode (supplied by Library) applied	**$0.95**	**Ingram-supplied, pre-programmed**
4	Applied hub sticker(s) for media	**No Bid**	
5	Property stamp/sticker on the title page	**$0.33**	
6	Applied spine labels	**$0.33**	
7	Cover spine label with label protector	**$0.25**	
7	Cover RFID tag with label protector	**$0.25**	
8	Replacement of original media case	**No Bid**	
9	Digitized media processing for music CD, audiobook, DVD and Blu-ray (including artwork)	**No Bid**	

Item	Cataloging Pricing	Cost Per Title	Cost Per Item	Notes / Exceptions
	Please clarify in the Notes/Exceptions column if cataloging charges are per title or per item.			
1	CIP upgrades	**$**	**$**	Pricing for customized
2	Generic/Vendor MARC records	**$**	**$**	services and cataloging will
3	Basic Dewey (DLC preferred)	**$**	**$**	be provided upon receipt of
4	Local call numbers	**$**	**$**	the Library's technical
5	Customized MARC	**$**	**$**	services specifications and
6	Original cataloging	**$**	**$**	will reflect the complexity of

Item	Collection Development Pricing	Cost Per Item	Notes / Exceptions
1	Selection lists/carts (forthcoming titles) standardized	**$0.00**	Please see our response for full Collection Development details.
2	Selection lists/carts (forthcoming titles) customized	**$0.00**	*
3	Special bibliographies	**$0.00**	**
4	Collection analytics	**$ varies**	***

* iCurate Coming Soon lists also reflect the seasonality of publishing-industry schedules throughout the year, so they might include more titles in October than in February. You can subscribe to Adult, Children's, and/or Teen lists and mix-and-match small, medium, and large lists within each age category. More specialized monthly lists will be priced according to work required.

** Many custom lists are available on ipage and through Ingram's Standing Order programs.

*** iCurate *Core:* One-Time Gap Analysis: $1,500 each for Adult, Children's, or Teens, or $4,200 all ages.
varies

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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 occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury.

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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. *Professional Liability.* If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor 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 three years past completion and acceptance of the work or services, and the Contractor, 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 three-year period.

E. *Technology Errors and Omissions Liability including Network Security and Privacy Liability*

For Contracts under $500,000

		Minimum Limits:
Per Loss	$	3,000,000
Aggregate	$	3,000,000

For Service Contracts over $500,001

		Minimum Limits:
Per Loss	$	5,000,000
Aggregate	$	5,000,000

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The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning at the time work under this Contract is completed.
If such insurance is maintained on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one year following termination of Contract. If such insurance is maintained on a claims-made basis, Contractor shall maintain such insurance for an additional period of three years following termination of the Contract.
If Contractor contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then Contractor shall provide proof of same.

The insurance shall provide coverage for the following risks

a. 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
b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure
c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.

Additional Requirements:

a. The policy shall provide a waiver of subrogation

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved 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

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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. 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.

5. 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 the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

6. 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.

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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

NONE

Certificate Of Completion

Envelope Id: 3B352190194C4849A2DECB6AF318B484
Status: Sent
Subject: Complete with Docusign: 4843 Agreement Ingram Legal Signed.pdf
EDMS Application: CC-AGRMTS
Source Envelope:
Document Pages: 24
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Arizona

Envelope Originator:
Saranna Davidson
PO Box 4008
Chandler, 85244
Saranna.Davidson@chandleraz.gov
IP Address: 198.241.2.1

Record Tracking

Status: Original
11/8/2024 | 02:02 PM
Holder: Saranna Davidson
Saranna.Davidson@chandleraz.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Chandler
Location: DocuSign

Signer Events	Signature	Timestamp
Kate Collingwood Kate.Collingwood@ingramcontent.com VP Library Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/14/2024 | 12:30 PM ID: 905d3572-b514-403e-9fc5-c3c55a80e87c	 Signature Adoption: Drawn on Device Using IP Address: 174.205.163.163 Signed using mobile	Sent: 11/14/2024 | 11:21 AM Viewed: 11/14/2024 | 12:30 PM Signed: 11/15/2024 | 09:11 AM
Records Division Signing Group: Records Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Daniel Brown Daniel.Brown@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/1/2021 | 08:17 AM ID: 563d172a-e614-4b9b-b2a1-61a0afc8280a		
Kevin Hartke kevin.hartke@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/28/2021 | 11:17 AM ID: 2531f230-027c-41f7-9166-1189df6a8c8f		
Dana DeLong Dana.DeLong@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**		

Signer Events	Signature	Timestamp
Accepted: 6/28/2021 | 01:03 PM ID: e796186e-c533-4a41-978c-34d69e29778a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Records Division		Sent: 11/15/2024 | 09:11 AM
Records Management Administrator City of Chandler Signing Group: Records Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Rosenda Contreras Rosenda.Contreras@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/30/2022 | 01:24 PM ID: fd43dfe1-51e8-4292-b795-54e27b662b8e		
Kate Collingwood Kate.Collingwood@ingramcontent.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/14/2024 | 11:21 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Chandler (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Chandler:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: esignature@chandleraz.gov

To advise City of Chandler of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@chandleraz.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Chandler

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@chandleraz.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Chandler

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to esignature@chandleraz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Chandler as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Chandler during the course of your relationship with City of Chandler.

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City Clerk Document No. _____

City Council Meeting Date: December 12, 2024

CITY OF CHANDLER SERVICES AGREEMENT
LIBRARY MATERIALS & RELATED SERVICES
CITY OF CHANDLER AGREEMENT NO. CS5-525-4843

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Midwest Tape, LLC., a limited liability company (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 September 3, 2024, the City issued a solicitation for library materials and related services. Under the solicitation, the City proposes to enter into three related agreements for library materials and Related services in various amounts for the prices set forth in each library materials and related services agreement. Although the amount and type of library materials and related services purchased by the City may vary, the total sum for all three library materials and related services agreements must not exceed $1,500,000.

B. City proposes to purchase library materials and related services 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:

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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 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 two years, and begins on November 4, 2024 and ends on November 3, 2026 unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to two additional terms of two years each, or portions thereof. 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 the unit prices and amounts as more fully 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 any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee 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.

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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

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.

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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 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

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

5.6 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:

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For the City		For the Contractor	
Name:	Saranna Davidson	Name:	
Title:	Procurement Officer	Title:	
Address:	175 S. Arizona Ave., 3rd Floor Chandler, AZ 85225	Address:	
Phone:	480 782-2406	Phone:	
Email:	saranna.davidson@chandleraz.gov	Email:	

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.).

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

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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 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.

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.

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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 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

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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 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

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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 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.

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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

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.

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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 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.

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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.

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

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

FOR THE CONTRACTOR

By: Sue Basenk

Its: Vice President

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

Contractor shall provide library materials and related services in conformance with the following specifications:

1. GENERAL SPECIFICATIONS

1.1. Contractor shall provide multiple formats of print, non-print and digital materials for use in a public library setting, and processing and cataloging services related to these materials. The Library wishes to obtain all formats of print and media materials including but not limited to the following:

- Books for adults and children in all binding formats
- Best-selling titles
- Fiction and nonfiction titles covering all subjects and genres
- Large print materials
- Adult and juvenile foreign language materials
- Juvenile picture and "easy" books
- Beginning readers and chapter books
- Board books
- Books with media
- Graphic novels
- Movie and TV tie-in titles
- Spanish language fotonovelas
- Adult and juvenile reference materials
- Audio books on CD for adult and children
- DVDs
- Music CDs

1.2. Contractor shall supply customized selection lists and other collection development tools/resources.

1.3. Contractor shall provide pricing options for the processing and cataloging services of all library materials.

1.4. Contractor shall provide a lease program that will allow the Library's branches to receive specific quantities of the most popular and/or best-selling titles.

2. ORDERING AND INVENTORY SYSTEMS

2.1. Contractor shall provide easy-to-use online access to the ordering and inventory information systems for all materials at no additional cost to the City.

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2.2. Contractor's inventory and information system must provide access to both forthcoming and previously published print and digital materials.

2.3. Contractor shall confirm order within 24 hours after receipt.

2.4. Contractor's inventory shall be updated at a minimum of once per week.

2.5. Contractor will provide at least brief records upon submittal of order at no additional cost to the City.

2.6. Contractor will provide notice when cannot supply/ship the full number of copies per title ordered.

3. CUSTOMER SUPPORT

3.1. Contractor shall provide contact information for each service area: sales, collection development, processing, accounts receivable, and general customer service.

3.2. Contractor shall specify the reports they can produce and provide examples of the reports as part of its proposal to include backorder report, cancellation report, and order status report. In the case of online reports, specific instructions should accompany the example of the report.

4. DELIVERY

4.1. Contractor will catalog, process and deliver within 7-14 days from date of order receipt date.

4.2. Contractor will allow the Library to select their own backorder/cancellation policy.

4.3. Contractor shall clearly mark all shipments as inside delivery. Contractor must ensure that this is communicated to the shipping carrier prior to shipment to the goods.

4.4. Contractor will ensure that packing slips are box specific and included in the box prior to shipping.

4.5. Contractor will provide protection treatment for contents of shipping boxes and cartons.

4.6. Contractor shall provide a copy of return policy and credit memo procedures as part of this agreement.

4.7. Contractor agrees that prices shall be Free On-Board Destination, Freight prepaid, and inside delivery.

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5. INVOICES

5.1. Contractor shall provide invoices that list items shipped in alphabetical order by title, as well as list price, percentage discount, net price of each item, and processing and cataloging fees (if any). Totals must be given that reference the account number for items purchased.

5.2. Contractor agrees that invoice shall arrive within five (5) days after shipment of the materials. Payment terms shall be included with invoice.

6. TAXES

6.1. Libraries in the state of Arizona are exempt from sales tax on the purchase of materials for use by the public. Arizona Revised Statutes 42-5159.A.12

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EXHIBIT B TO AGREEMENT
PRICING

Pursuant to all the contract specifications enumerated and described in this Solicitation, Contractor agrees to furnish Library materials and related services to the City of Chandler at the price(s) stated below.

Category Description	Percent Discount
Hardcover - adult, young adult, juvenile	**N/A**
Hardcover - children's picture books, readers	**N/A**
Library binding - adult, young adult, juvenile	**N/A**
Library binding - children's picture books, readers	**N/A**
Prebound - adult, young adult, juvenile	**N/A**
Prebound - children's picture books, readers	**N/A**
Board Books	**N/A**
Trade paperback (fiction/nonfiction, adult/young adult/juvenile)	**N/A**
Mass market paperback (fiction/nonfiction, adult/young adult/juvenile)	**N/A**
Hardcover Graphic Novels (fiction/nonfiction, adult/young adult/juvenile)	**N/A**
Paperback Graphic Novels (fiction/nonfiction, adult/young adult/juvenile)	**N/A**
Hardcover Large Print	**N/A**
Paperback Large Print	**N/A**
Hardcover Print on Demand	**N/A**
Paperback Print on Demand	**N/A**
Audiobooks	**0%**
DVD	**25%**
Tabletop Games	**N/A**
Video Games (Cartridge/Disc)	**N/A**
CD Music	**25%**
Replacement Costs	Free of charge replacements for shipping damaged product.*
Shipping Costs	**$0.00**

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Item	Processing Pricing	Cost Per Item	Notes / Exceptions
1	Mylar jackets on dust cover, taped on book		**Not required for audiovisual materials.**
2	Property stamp on the top of the book		**Included in Digitized Pricing-see 9 below.**
3	RFID tag and barcode (supplied by Library) applied		**Included in Digitized Pricing-see 9 below.**
4	Applied hub sticker(s) for media		**Included in Digitized Pricing-see 9 below.**
5	Property stamp/sticker on the title page		**Included in Digitized Pricing-see 9 below.**
6	Applied spine labels		**Included in Digitized Pricing-see 9 below.**
7	Cover spine label with label protector		**Included in Digitized Pricing-see 9 below.**
7	Cover RFID tag with label protector		**Included in Digitized Pricing-see 9 below.**
8	Replacement of original media case		**Included in Digitized Pricing-see 9 below.**
9	Digitized media processing for music CD, audiobook, DVD and Blu-ray (including artwork)	**Audiobooks $0.99 DVD & BR DVD - $2.88 (single/dbls) Music CD-$2.69**	**All required processing services are incorporated in the noted pricing.**

Item	Cataloging Pricing	Cost Per Title	Cost Per Item	Notes / Exceptions
	Please clarify in the Notes/Exceptions column if cataloging charges are per title or per item.			
1	CIP upgrades	**$1.40**	**$0.30**	Full Level Record option
2	Generic/Vendor MARC records	**$0.00**		Free Vendor Level option
3	Basic Dewey (DLC preferred)	**$1.40**	**$0.30**	Dewey from 082 tag
4	Local call numbers	**$1.40**	**$0.30**	If Midwest Tape can program in-house.
5	Customized MARC	**$10.00/avg**		Priced by OCLC upon negotiations of exact cataloging requirements.
6	Original cataloging	**$1.40**	**$0.30**	Full Level Record option

Item	Collection Development Pricing	Cost Per Item	Notes / Exceptions
1	Selection lists/carts (forthcoming titles) standardized	**$0.00**	
2	Selection lists/carts (forthcoming titles) customized	**$0.00**	
3	Special bibliographies	**$0.00**	
4	Collection analytics	**$0.00**	

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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 occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury.

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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. *Professional Liability.* If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor 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 three years past completion and acceptance of the work or services, and the Contractor, 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 three year period.

E. *Technology Errors and Omissions Liability including Network Security and Privacy Liability*

For Contracts under $500,000

		Minimum Limits:
Per Loss	$	3,000,000
Aggregate	$	3,000,000

For Service Contracts over $500,001

		Minimum Limits:
Per Loss	$	5,000,000
Aggregate	$	5,000,000

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The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning at the time work under this Contract is completed.
If such insurance is maintained on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one year following termination of Contract. If such insurance is maintained on a claims-made basis, Contractor shall maintain such insurance for an additional period of three years following termination of the Contract.
If Contractor contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then Contractor shall provide proof of same.

The insurance shall provide coverage for the following risks

a. 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
b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure
c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.

Additional Requirements:

a. The policy shall provide a waiver of subrogation

<u>Additional Policy Provisions Required</u>.

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.

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

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

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

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

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 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:

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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

NONE

DocuSign

Certificate Of Completion

Envelope Id: 4576DD8216414146BA4CE44B58761624
Status: Sent
Subject: Complete with Docusign: 4843 Agreement Midwest Tape Legal Signed.pdf
EDMS Application: CC-AGRMTS
Source Envelope:
Document Pages: 25
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 0
Saranna Davidson
AutoNav: Enabled
PO Box 4008
EnvelopeId Stamping: Enabled
Chandler, 85244
Time Zone: (UTC-07:00) Arizona
Saranna.Davidson@chandleraz.gov
IP Address: 198.241.2.1

Record Tracking

Status: Original
10/14/2024 | 11:52 AM
Holder: Saranna Davidson
Saranna.Davidson@chandleraz.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: City of Chandler
Location: DocuSign

Signer Events	Signature	Timestamp
Sue Bascuk sbascuk@midwesttape.com Vice President Security Level: Email, Account Authentication (None)	Sue Bascuk Signature Adoption: Pre-selected Style Using IP Address: 24.52.124.254	Sent: 10/14/2024 | 12:02 PM Viewed: 10/14/2024 | 01:12 PM Signed: 10/14/2024 | 01:12 PM

Electronic Record and Signature Disclosure:
Accepted: 10/14/2024 | 01:12 PM
ID: 41270936-8651-4004-901e-d91ae1d8d83c

Records Division

Signing Group: Records Division
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Daniel Brown
Daniel.Brown@chandleraz.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 7/1/2021 | 08:17 AM
ID: 563d172a-e614-4b9b-b2a1-61a0afc8280a

Kevin Hartke
kevin.hartke@chandleraz.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 6/28/2021 | 11:17 AM
ID: 2531f230-027c-41f7-9166-1189df6a8c8f

Dana DeLong
Dana.DeLong@chandleraz.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 6/28/2021 | 01:03 PM ID: e796186e-c533-4a41-978c-34d69e29778a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Records Division		Sent: 10/14/2024 | 01:12 PM
Signing Group: Records Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Rosenda Contreras Rosenda.Contreras@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/30/2022 | 01:24 PM ID: fd43dfe1-51e8-4292-b795-54e27b662b8e		
Annie Cigic ACigic@midwesttapes.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Annie Cigic ACigic@midwesttapes.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/14/2024 | 12:02 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Chandler (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Chandler:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: esignature@chandleraz.gov

To advise City of Chandler of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@chandleraz.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Chandler

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@chandleraz.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Chandler

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to esignature@chandleraz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Chandler as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Chandler during the course of your relationship with City of Chandler.

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City Clerk Document No. _____

City Council Meeting Date: December 12, 2024

CITY OF CHANDLER SERVICES AGREEMENT
LIBRARY MATERIALS & RELATED SERVICES
CITY OF CHANDLER AGREEMENT NO. CS5-525-4843

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Baker & Taylor, LLC., a limited liability company (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 September 3, 2024, the City issued a solicitation for library materials and related services. Under the solicitation, the City proposes to enter into three related agreements for library materials and Related services in various amounts for the prices set forth in each library materials and related services agreement. Although the amount and type of library materials and related services purchased by the City may vary, the total sum for all three library materials and related services agreements must not exceed $1,500,000.

B. City proposes to purchase library materials and related services 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:

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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 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 two years, and begins on November 4, 2024 and ends on November 3, 2026 unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to two additional terms of two years each, or portions thereof. 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 the unit prices and amounts as more fully 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 any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee 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.

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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

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.

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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 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

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

5.6 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:

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For the City		For the Contractor	
Name:	Saranna Davidson	Name:	Jennifer Rhyne
Title:	Procurement Officer	Title:	Director – Pricing Services
Address:	175 S. Arizona Ave., 3rd Floor Chandler, AZ 85225	Address:	2810 Coliseum Centre Drive, Suite 300 Charlotte, NC 28217
Phone:	480 782-2406	Phone:	704 998-3248
Email:	saranna.davidson@chandleraz.gov	Email:	Jennifer.Ryne@baker-taylor.com bids@baker-taylor.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.).

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

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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 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.

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.

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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 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

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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 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

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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 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.

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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

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.

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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 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.

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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.

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.

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

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

FOR THE CONTRACTOR

By: Jennifer Rhyne

Its: Director, Pricing Services

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

Contractor shall provide library materials and related services in conformance with the following specifications:

1. GENERAL SPECIFICATIONS

1.1. Contractor shall provide multiple formats of print, non-print and digital materials for use in a public library setting, and processing and cataloging services related to these materials. The Library wishes to obtain all formats of print and media materials including but not limited to the following:

- Books for adults and children in all binding formats
- Best-selling titles
- Fiction and nonfiction titles covering all subjects and genres
- Large print materials
- Adult and juvenile foreign language materials
- Juvenile picture and "easy" books
- Beginning readers and chapter books
- Board books
- Books with media
- Graphic novels
- Movie and TV tie-in titles
- Spanish language fotonovelas
- Adult and juvenile reference materials
- Audio books on CD for adult and children
- DVDs
- Music CDs

1.2. Contractor shall supply customized selection lists and other collection development tools/resources.

1.3. Contractor shall provide pricing options for the processing and cataloging services of all library materials.

1.4. Contractor shall provide a lease program that will allow the Library's branches to receive specific quantities of the most popular and/or best-selling titles.

2. ORDERING AND INVENTORY SYSTEMS

2.1. Contractor shall provide easy-to-use online access to the ordering and inventory information systems for all materials at no additional cost to the City.

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2.2. Contractor's inventory and information system must provide access to both forthcoming and previously published print and digital materials.

2.3. Contractor shall confirm order within 24 hours after receipt.

2.4. Contractor's inventory shall be updated at a minimum of once per week.

2.5. Contractor will provide at least brief records upon submittal of order at no additional cost to the City.

2.6. Contractor will provide notice when cannot supply/ship the full number of copies per title ordered.

3. CUSTOMER SUPPORT

3.1. Contractor shall provide contact information for each service area: sales, collection development, processing, accounts receivable, and general customer service.

3.2. Contractor shall specify the reports they can produce and provide examples of the reports as part of its proposal to include backorder report, cancellation report, and order status report. In the case of online reports, specific instructions should accompany the example of the report.

4. DELIVERY

4.1. Contractor will catalog, process and deliver within 7-14 days from date of order receipt date.

4.2. Contractor will allow the Library to select their own backorder/cancellation policy.

4.3. Contractor shall clearly mark all shipments as inside delivery. Contractor must ensure that this is communicated to the shipping carrier prior to shipment to the goods.

4.4. Contractor will ensure that packing slips are box specific and included in the box prior to shipping.

4.5. Contractor will provide protection treatment for contents of shipping boxes and cartons.

4.6. Contractor shall provide a copy of return policy and credit memo procedures as part of this agreement.

4.7. Contractor agrees that prices shall be Free On-Board Destination, Freight prepaid, and inside delivery.

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5. INVOICES

5.1. Contractor shall provide invoices that list items shipped in alphabetical order by title, as well as list price, percentage discount, net price of each item, and processing and cataloging fees (if any). Totals must be given that reference the account number for items purchased.

5.2. Contractor agrees that invoice shall arrive within five (5) days after shipment of the materials. Payment terms shall be included with invoice.

6. TAXES

6.1. Libraries in the state of Arizona are exempt from sales tax on the purchase of materials for use by the public. Arizona Revised Statutes 42-5159.A.12

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CITY OF CHANDLER
NOTICE OF REQUEST FOR PROPOSAL CS5-525-4843

EXHIBIT B
PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this Solicitation, Contractor agrees to furnish Library materials and related services to the City of Chandler at the price(s) stated below. Please see Attachments A and A-1 for complete discount information.
Please see Attachment B for Category Definitions.

Category Description	Percent Discount
Hardcover - adult, young adult, juvenile *Categories I , II*	45.5 %
Hardcover - children's picture books, readers *Category II (See Note 1)*	45.5 %
Library binding - adult, young adult, juvenile *Category VII*	25.0 %
Library binding - children's picture books, readers *Category VII (See Note 1)*	25.0 %
Prebound - adult, young adult, juvenile *(Paw Prints or Turtleback editions)*	10.0 %
Prebound - children's picture books, reader *(Paw Prints or Turtleback editions)*	10.0 %
Board Books *Category XIII*	40.0 %
Trade paperback (fiction/nonfiction, adult/young adult/juvenile)	40.0 % *Categories III, IV*
Mass market paperback (fiction/nonfiction, adult/young adult/juvenile) *Category V*	40.0 %
Hardcover Graphic Novels (fiction/nonfiction, adult/young adult/juvenile) *Categories I, II (See Note 2)*	45.5 %
Paperback Graphic Novels (fiction/nonfiction, adult/young adult/juvenile) *Categories III, IV (See Note 2)*	40.0 %
Hardcover Large Print *Categories I, II (See Note 2)*	45.5 %
Paperback Large Print *Categories III, IV (See Note 2)*	40.0 %
Hardcover Print on Demand	See Note 4 %
Paperback Print on Demand	See Note 4 %
Audiobooks *Category XII (See Note 3)*	45.5 %
DVD	26.0 %
Tabletop Games	No Bid %
Video Games (Cartridge/Disc)	No Bid %
CD Music	15.0 %
Replacement Costs	See Note 5 %
Shipping Costs	0.0 % Free of charge

Note 1 - For Picture Books, the discounts listed are for Trade Editions and Publisher Library Editions. This type of material may be produced in other hardcover bindings and may fall under other material categories. Please see Attachments A and A-1 for a complete discount outline of available items.

Note 2 - The discounts listed for these categories are available for recent release titles from widely distributed publishers. The discount will vary based upon material category and publisher type. Please see Attachments A and A-1 for a complete discount outline of available items.

Note 3 - The discount listed is available for recent release titles from widely distributed publishers. Not all spoken word audio editions meet these criteria; other editions will be discounted as outlined in Categories VII, VIII, IX, X, or XI on Attachment A.

Note 4 - The discount will vary based upon material category and publisher type. Please see Attachment A for a complete discount outline of available items.

Note 5 - Individual disc replacement is not available, unless provided for sale as a single disc by the manufacturer.

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CITY OF CHANDLER
NOTICE OF REQUEST FOR PROPOSAL CS5-525-4843

Item	Processing Pricing	Cost Per Item	Notes / Exceptions
1	Mylar jackets on dust cover, taped on book	$ 1.19	
2	Property stamp on the top of the book	$ 0.34	
3	RFID tag and barcode (supplied by Library) applied	$ 1.08	Linking not included.
4	Applied hub sticker(s) for media	$ 1.92	Hub label applied to each disc.
5	Property stamp/sticker on the title page	$ 0.34	
6	Applied spine labels	$ 0.36	
7	Cover spine label with label protector	$ 0.0	Free of Charge
7	Cover RFID tag with label protector	$ 0.0	Free of Charge
8	Replacement of original media case	$ *	*Please see Notes below for various case options
9	Digitized media processing for music CD, audiobook, DVD and Blu-ray (including artwork)	$ 1.69 **	** Please see Notes below for additional information. Due to supplier restrictions, digitized artwork is not available for Blackstone Audio titles.

Item	Cataloging Pricing	Cost Per Title	Cost Per Item	Notes / Exceptions
	Please clarify in the Notes/Exceptions column if cataloging charges are per title or per item.			
1	CIP upgrades	$	$ ***	*** Please see notes below.
2	Generic/Vendor MARC records	$	$ 0.59	
3	Basic Dewey (DLC preferred)	$	$ Included in	Generic MARC charge.
4	Local call numbers	$	$ Included in	Generic MARC charge.
5	Customized MARC	$	$ ***	*** Please see notes below.
6	Original cataloging	$	$ ***	*** Please see notes below.

Item	Collection Development Pricing	Cost Per Item	Notes / Exceptions
1	Selection lists/carts (forthcoming titles) standardized	$ Free #	# Please see notes below.
2	Selection lists/carts (forthcoming titles) customized	$ #	# Please see notes below.
3	Special bibliographies	$ Free	Included / No additional charge.
4	Collection analytics	$ ##	## Please see notes below.

* Spoken Word Audio
  - Standard Case = $4.09/unit
  - Upgraded Case = $5.64/unit
  - Eco Case = $6.19/unit

DVD = $0.46/unit

Music CD = $0.56/unit

** Includes unwrapping and removal of seals and up to 4 embedded labels (fixed data labels). Please note: cataloging/processing services are not available for product issued by Buena Vista Home Entertainment, a/k/a Walt Disney Studios Home Entertainment ("BVHE").

*** These cataloging options require the use of Baker & Taylor's Customized Library Services. Please see Attachment E for a description of these services, as well as pricing information.

For Item 1, selectionHQ Essentials is available free of charge. Cart delivery is an additional $995 annually. For Item 2, there is no charge for this services with a collectionHQ subscription. However, if the Library is not a subscriber, there is an annual fee of $5,000 for this service. Please see Attachments I and J for additional information about these services.

Ê ' 0ÓÐÛÌ is available to the City of Chandler for an annual fee of $12,995 during the first year of the contract. A $1,500 implementation fee will also apply. Note, pricing for this service is subject to an annual increase of 3%.

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BAKER & TAYLOR ATTACHMENTS

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ATTACHMENT A

Baker & Taylor

Discount Terms and Conditions of Sale (Firm Order Print & Spoken Word Audio Materials)

Baker & Taylor is pleased to offer the discount terms and conditions contained in this Attachment A. The pricing grid below provides discounts for each product category offered by Baker & Taylor, as further explained in ENDNOTES (a) through (f) below.

Product Category	Category Definition (a), (f)	Price Indicator (f)	Discount (f)	
I.	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction, and may include some spoken word audio; see also Product Category IX for exceptions)	01 - (zero one) (Adult Hardcover Trade Editions) C - (Hardcover Computer Books)	01 = 45.5 % C = 45.5 %	
II.	Juvenile Trade Hardcover Editions (Popular Fiction & Non-Fiction; see also Product Category IX for exceptions)	J1	J1 = 45.5 %	
III.	Adult Quality Paperback Editions (Popular Fiction & Non-Fiction; see also Product Category IX for exceptions)	B - (Paperback Trade Editions) C - (Paperback Computer Books)	B = 40.0 % C = 40.0 %	
IV.	Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction; see also Product Category IX for exceptions)	G	G = 40.0 %	
V.	Mass Market Paperback Editions; see also Product Category IX for exceptions	P	P = 40.0 %	
VI.	Single Edition Reinforced (Juvenile; see also Product Category IX for exceptions)	R	R = 25.0 %	
VII.	Publisher's Library Edition (Juvenile; see also Product Category IX for exceptions)	Z	Z = 25.0 %	
VIII.	University Press Trade Editions (may be of any product category or binding type and include some spoken word audio; see also Product Category IX for exceptions)	A	A = 5.0%	
IX.	Text, Technical, Reference, Professional Medical, Small Press, some University Press titles (excluding University Press Trade Editions); publishers whose titles have limited sales volume; Titles of Limited Demand (may be of any product category or binding type or publisher of origin and may include some spoken word audio); certain Adult Trade Hardcover Editions and Juvenile Trade Hardcover Editions	S/X/N - (Text, Technical, or Reference Editions) L - (Hardcover Editions from Small Press, publishers whose titles have limited sales volume, and Hardcover Titles of Limited Demand—primarily Adult) 7 - (Hardcover Titles of Limited Demand—primarily Juvenile) M - (Paperback Editions from Small Press, publishers whose titles have limited sales volume, and Paperback Titles of Limited Demand—primarily Adult) 1 - (Paperback Titles of Limited Demand—primarily Juvenile) T/U/V/W/4/Letter O - (Specialty Textbooks) 5/6/8 - (Professional Medical Titles) 02 (zero 2) - Adult Trade Hardcover Editions having below average publisher list price titles in Category I J2 - Juvenile Trade Hardcover Editions having below average publisher list price titles in Category II	S = 5.0% X = 5.0% N = 0.0 %(b) L = 5.0% (c)(d) 7 = 25.0% (d) M = 5.0% (c)(d) 1 = 25.0% (d) T = 0.0% U = 0.0% V = 0.0% W = 0.0%	4 = 5.0% Letter O = 5.0% 5 = 0.0% 6 = 0.0% 8 = 0.0% 02 = 5.0% J2 = 5.0%
X.	Imported English and Non-English Language Editions; see also Product Category IX for exceptions	F/K/3	F = 0.0% K = 0.0% 3 = 0.0%	

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XI.	Enhanced Service Program	Y / Q	Q / Y = 0.0% (e)
XII.	Spoken Word Audio; see also Product Category IX for exceptions	H	H = 45.5%
XIII.	Board Books; see also Product Category IX for exceptions	I	I = 40.0%
XIV.	Novelty Items/Activity Books; see also Product Category IX for exceptions	I	I = 40.0%
XV.	Special Programs, such as: - PawPrints Editions - Turtleback Editions - VOX	 D E VOX	 D = 10.0% E = 10.0% VOX = 6.0%

ENDNOTES

(a) Please see Attachment B for full category definitions, which are attached hereto and incorporated herein by reference. Materials produced for print-on-demand services may fall into any category.

(b) Titles which receive minimal publisher discount will be invoiced at the publisher's list price, unless otherwise indicated.

(c) Represents publishers with limited sales volume, based upon a semi-annual review. These titles may be of any product category or binding type or publisher of origin.

(d) Represents individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). These titles may be of any product category or binding type or publisher of origin.

(e) Titles where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price.

(f) Please note the following:

- Except where otherwise noted, book discounts are applied to current publisher's list price at the time of shipment. Publisher's list price is subject to change without notice.
-
- Baker & Taylor reserves the sole right to be the final determinant of product categories, category definitions and price indicators. The discounts vary based on this determination.
- Titles are categorized by Baker & Taylor for pricing purposes by considering the binding, general marketing categories, demand for certain titles, preferred stock status, cost of acquisition, cost of distribution, average publisher's list price, and the size or type of publisher, as well as factors related to relationships with publishers such as shipping terms, payment terms, publisher's discount, returnability to publishers and other factors.
- Product categories, category definitions and price indicators are subject to change at Baker & Taylor's sole discretion, without notice, based upon the above-described factors for categorizing titles.
- For domestic titles where no publisher list price is assigned by the publisher, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- For imported titles where no publisher list price is assigned by the publisher for the U.S. market, Baker & Taylor will assign such titles a U.S. dollar price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- For PawPrints editions, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions. For VOX Books, the list price shown is the price assigned by Library Ideas.
- Titles of limited demand or from small or specialty publishers generally are included in Product Category IX or Product Category XI. Titles of limited demand may be of any product category or binding type or publisher of origin and include some spoken word audio.
- The discount terms and conditions in this Attachment A do not apply to Baker & Taylor's Continuation Services or Approval Programs.
- Except where otherwise noted, Baker & Taylor provides an invoice that identifies the publisher's current list price at the time of shipment, the discount offered, and the exact price charged for each title ordered.
- Price Indicators and estimated sales price by title are displayed in Baker & Taylor's online ordering system, Title Source 360.

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ATTACHMENT A-1

Baker & Taylor, LLC
Discount Terms and Conditions of Sale (AUDIO VISUAL MATERIAL)
Chandler Public Library

Please refer to the following Terms and Conditions of Sale for the discounts offered to the **Chandler Public Library** for **Audio Visual Material**.

Media Type	Price Range	Discount off Current Producer's List Price
DVD/Blu-Ray	Any Price	26.0%
Music	Any Price	15.0%

*PLEASE NOTE: CATALOGING/PROCESSING SERVICES ARE NOT AVAILABLE FOR PRODUCT ISSUED BY BUENA VISTA HOME ENTERTAINMENT, A/K/A WALT DISNEY STUDIOS HOME ENTERTAINMENT ("BVHE").

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ATTACHMENT B

Category Definitions

(Please see Attachment A for discount terms and conditions of sale, discount pricing grid and Price Indicators.)

I. **Adult Trade Hardcover Editions (Price Indicators 01, C)**
High demand materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal, and may include some spoken word audio materials and computer books. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in major warehouses). See also Product Category IX for exceptions.

II. **Juvenile Trade Hardcover Editions (Price Indicator J1)**
High demand, juvenile materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in major warehouses). See also Product Category IX for exceptions.

III. **Adult Quality Paperback Editions (Price Indicators B, C)**
High demand paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets, and may include some computer books. Inventory is maintained with preferred stock status (regularly stocked in major warehouses). See also Product Category IX for exceptions.

IV. **Juvenile Quality Paperback Editions (Price Indicator G)**
High demand, juvenile paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in major warehouses). See also Product Category IX for exceptions.

V. **Mass Market Paperback Editions (Price Indicator P)**
A standard rack size paperback typically found in bookstores or other retail outlets. See also Product Category IX for exceptions.

VI. **Single Edition Reinforced (Price Indicator R)**
A high quality binding designed to provide a long shelf life in a heavy use environment. Although the binding is fanned and glued it may not be sewn, which is typically found in the publisher library edition. Subject content can include both fictional and non-fiction works appealing to juveniles as well as adults. These bindings are identified by the publisher to Baker & Taylor. See also Product Category IX for exceptions.

VII. **Publisher Library Editions (Price Indicator Z)**
Fiction as well as non-fiction materials appealing to both juveniles and adults, designed with the rugged durability required of the environment typically found in a library setting. Publisher Library Editions are traditionally of the highest quality, usually fanned, sewn and glued to provide the greatest possible shelf life of any binding. These bindings are identified by the publisher to Baker & Taylor. See also Product Category IX for exceptions.

VIII. **University Press Trade Editions (Price Indicator A)**
This category would include any University Press Trade Editions, both adult and juvenile, may be of any category product or binding type, and may include some spoken word audio materials, and are subject to publisher reclassification. See also Product Category IX for exceptions.

IX. **Text, Technical, Reference, Small Press, Titles of Limited Demand, and certain Adult Trade and Juvenile Trade Hardcover Editions (Price Indicators S, X, N, L, M, V, T, U, W, Letter O, 1, 4, 5, 6, 7, 8, 02 (zero 2), J2)**
Category of materials includes, but is not limited to, text, technical, reference, professional medical, small press, and some university press titles (excluding University Press Trade Editions). It includes titles purchased from publishers on a non-returnable basis, those publishers that extend little discount to Baker & Taylor, and publishers whose titles have limited sales volume based upon a semi-annual review. It includes individual titles which might otherwise fall under different category definitions but are in this category as Titles of Limited Demand because they either do not qualify for preferred stock status (based upon a quarterly review) or do qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). Additionally, any publisher which is not in compliance with some of Baker & Taylor's purchasing requirements could be in this category. Materials in this category are both adult and juvenile, may be of any product category or binding type or publisher of origin and may include some spoken word audio materials. It includes Adult Hardcover Trade Editions having below average publisher list price titles in Category I, and Juvenile Trade Hardcover Editions having below average publisher list price titles in Category II.

X. **Imported English and Non-English Language Editions (Price Indicators F,K,3)**
Titles produced and distributed outside of the domestic US. These titles may be of any category product or binding type and represent various publishers. See also Product Category IX for exceptions.

XI. **Enhanced Service Program Titles (Price Indicators Y,Q)**
This category includes materials where Baker & Taylor receives no discount from the publisher, or prepayment is required by the publisher, or publishers which have restrictions on returns, or books of small or non-commercial publishers with limited sales volume based upon a semi-annual review. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category. Materials in this category may be of any product category or binding type. These titles will receive no discount and are subject to a service charge. Enhanced Service Program Titles may carry different discounts, as shown by Price Indicators Y, Q in Attachment A.

XII. **Spoken Word Audio (Price Indicator H)**
Materials designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles can be either fiction or current non-fiction. See also Product Category IX for exceptions.

XIII. **Board Books (Price Indicator I)**
Durable materials from widely distributed domestic publishers designed for young children; pages are manufactured of heavy gauge cardboard to prevent tearing. These editions typically feature few pages, simple themes and colorful illustrations or photographs. See also Product Category IX for exceptions.

XIV. **Novelty Items/Activity Books (Price Indicator I)**
Specially packaged gift set or novelty item related to a book product or attached as an accessory to a book product. These items would include a book with toy, rag books, washable cloth books, books with accessories or kits, electronic sound books, sticker books, tracing books or coloring books. This category also includes any non-book merchandise such as model kits, hobby kits, flash cards or jigsaw puzzles. See also Product Category IX for exceptions.

XV. **Special Programs (Price Indicators D, E)**
Programs, formats, or editions offered only by Baker & Taylor or not included in any other category. These programs include but may not be limited to PawPrints editions, Turtleback editions, and VOX Books.

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ENHANCED SERVICES PROGRAM

Baker & Taylor is pleased to offer a service that will save your library time and money when procuring titles from small and hard to find publishers. By utilizing B&T's vast publisher and title database, the library can purchase a wide variety of low demand and small print run titles from associations and limited edition, prepayment, and non-returnable publishers.

Baker & Taylor's Enhanced Services Program provides the library with access to millions of active book titles representing over 66,000 imprints. This breadth of coverage is greater than that of any other book industry wholesaler.

The "ESP" program builds on B&T's already outstanding publisher relations by:

- Expanding our vendor relations team responsible for the follow-up of all publisher orders, improving the speed of delivery of all titles to the library;
- Widening our publisher base to include hundreds of small non-commercial publishers formerly considered apply direct by the book industry; and
- Increasing our reporting capabilities by providing order status reports for 100% of all titles not yet published and by supplying anticipated publication release dates for all out of stock items.

This category includes material where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or books of small, limited in demand and/or non-commercial publishers. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will be invoiced at list price.

For libraries concerned about purchasing these types of titles, B&T's Title Source 360™ can assist the librarian in researching a particular item's category and format. Titles will appear with a Y in the discount code field. Additionally, you may contact your Customer Service representative or Information Services via phone, fax, or email (btinfo@baker-taylor.com) to determine titles before placing an order.

As a convenience to the library, B&T can exclude these titles from all orders by adjusting your account profile setup. Please contact your Customer Service Representative for additional information.

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ATTACHMENT D

RETURNS POLICY

INSTITUTIONAL RETURNS

(Revised July 2015)

The following guidelines are required to ensure prompt handling of your return. All product returns (**excluding Book Leasing programs**) require prior authorization from a Customer Service Representative. ***You may contact your appropriate representative via the toll-free number listed on your packing list.***

How to Obtain Return Authorization

Please use the Return Authorization Form from your shipment's packing list to make all returns. Contact your Customer Service Representative for return authorization. ***All claims must be made within 45 days from the date of invoice.***

1. When calling for return authorization, please have the following information available:
   - A. Return Authorization Form
   - B. Your account number and ATS# from the shipment's packing list (located mid-page under the Return Authorization Form explanation)
   - C. Reason for the claim/return
   - D. Action being requested -
     1. Replacement of product
     2. Credit to your account; no replacement product necessary

2. Your Customer Service Representative will assign your return an authorization number (RTA#). To expedite the process, please clearly mark the RTA# on the Return Authorization Form and on the outside of the carton in the upper right corner from the shipping label.

3. Make your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.

4. ***Products incorrectly shipped by Baker & Taylor may be returned with authorization within 45 days of the product's date of invoice.*** Product(s) meeting the definition of Publisher defective may be returned with prior authorization within six months of the product's date of invoice. Products purchased with value-added processing services which have been shipped as ordered are considered non-returnable.

DAMAGED SHIPMENTS: If you receive a damaged carton(s) which resulted in damaged product(s), please hold the product(s), and save the carton for Carrier inspection. If the damage is visible at the time of delivery, bring it to the Carrier's attention and note it on the Bill of Lading. Then, contact your Baker & Taylor Customer Service Representative via the toll-free number listed on the packing list.

CLAIMING SHORTAGES: Please check your packing list or invoice before claiming shortages. ***All claims must be made within 45 days from the product's invoice date.*** Please ensure you have received all cartons of a shipment prior to signing for receipt from the Carrier. Cartons you have signed for as received from the Carrier are not claimable as shortages from Baker & Taylor.

INTERNATIONAL CUSTOMERS ONLY: For information on making returns of damaged, defective, or incorrect products, please contact your local International Sales Office or our International Customer Service Department (internationallibrarycustomerservice@baker-taylor.com). You may also refer to the website http://www.btol.com/international_libraries_details.cfm.

All returns should be sent to:
Baker & Taylor Returns Center
Department R
251 Mt. Olive Church Road
Commerce, GA 30599

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AV RETURNS

SCENE & HEARD A/V

Library & Education Account Audio/Video Product Returns Policy
(Revised June 2016)

The following guidelines are required to ensure the prompt handling of your Audio / Video (AV) returns; Music CD, DVD, Blu-ray and 4k disc product. Note; Vinyl product is not returnable, per manufacturer's policies, and is a "one way" sale. All Music CD, DVD, Blu ray and 4K disc AV product returns **(excluding DVD/BD lease return product - please contact AV Customer Service for separate return procedures for your DVD/BD Lease program product)** require prior return authorization from an AV Customer Service Representative. ***Please contact your AV Customer Service Rep at 800-775-1200.***

How to Obtain Return Authorization

Contact your AV Customer Service Representative for return authorization numbers. ***All claims must be made within 45 days of invoice date.***

1. When calling for return authorization, please have the following information available:
   A. Your account number and invoice #s
   B. Reason for the claim/return
   C. Action being requested -
      1. Replacement of product (defective return will receive a replacement of the same title)
      2. Credit to your account; no replacement product necessary for incorrectly shipped items
      3. Overstock return credit requires Customer Service Manager and Sales Manager approval
2. Your AV Customer Service Representative will assign your return an authorization number (RA#). To expedite the process, please clearly mark the RA# on the outside of the carton in the upper right corner from the shipping label and on inserted documents.
3. Ship your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.
4. ***Products incorrectly shipped by Baker & Taylor requires an authorization to be returned. Product should be returned within seven days of invoice date; must be returned within 45 days of the product's invoice date.*** Product(s) meeting the definition of a Manufacturer's defective may be returned with a prior authorization. Products purchased with value-added processing services which have been shipped as ordered are considered non-returnable, unless disc is defective. In which case a replacement of same title will be sent (multi disc sets require *all* discs to be returned).

DAMAGED SHIPMENTS: If you receive a damaged carton(s) which resulted in damaged Audio/Video product(s), please hold the product(s) and save the carton for Carrier inspection. If the damage is visible at the time of delivery, bring it to the Carrier's attention and note it on the Bill of Lading. Then, contact your **Baker & Taylor AV Customer Service Rep** via the toll-free number above.

CLAIMING SHORTAGES: Please check your packing list or invoice before claiming shortages. ***All claims must be made within 15 days from the product's invoice date.*** Please ensure you have received all cartons of a shipment prior to signing for receipt from the Carrier. Cartons you have signed for as received from the Carrier are not claimable as shortages from Baker & Taylor.

All returns with RA# should be sent promptly to:
Baker & Taylor Returns Center
Dept. R
251 Mt. Olive Church Road
Commerce, GA 30599

Questions? Contact your B&T
AV Customer Service Rep (800-775-1200)
Email via AVInfo@Baker-Taylor.com or
LibraryA/Vcustomerservice@baker-taylor.com
Baker & Taylor A/V Sales 800.775-2600 x2050

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ATTACHMENT E

PRICING PROPOSAL
CUSTOMIZED LIBRARY SERVICES
CATALOGING & PROCESSING

PRINT MATERIAL

Based on the information contained in your Invitation for Bids, we are pleased to propose the following pricing for **print material**. Baker & Taylor/CLS reserves the right to adjust pricing if the Library's requirements change at any time throughout the project. Should the library require additional services in collection development, cataloging, processing, reporting, storage, or shipment, Baker & Taylor/CLS may adjust pricing accordingly. All items will be supplied by CLS unless otherwise noted:

PRINT ONGOING COLLECTION SERVICES.....$4.15/UNIT

INCLUDES:

1. ADAPTIVE AND COPY CATALOGING WITH CIP UPGRADES WHERE NEEDED
2. ITEM LINKING
3. PROJECT MANAGEMENT SUPPORT
4. PROPERTY STAMP
5. BARCODE LABEL
6. CUSTOMER SUPPLIED RFID
7. SPINE LABEL
8. MYLAR JACKET (TAPED)
9. LABEL PROTECTORS

SPOKEN WORD AUDIO ONGOING COLLECTION SERVICES.....$7.60/UNIT

INCLUDES:

1. ADAPTIVE AND COPY CATALOGING WITH CIP UPGRADES WHERE NEEDED
2. ITEM LINKING
3. PROJECT MANAGEMENT SUPPORT
4. REPACKAGE INTO STANDARD DMP CASES
5. DIGITAL MEDIA PROCESSING, TO INCLUDE: BARCODE LABEL, SPINE LABEL
6. HUB LABEL ON EACH DISC
7. CUSTOMER SUPPLIED RFID

- PLEASE NOTE, DUE TO SUPPLIER RESTRICTION, DIGITALLY SCANNED ARTWORK IS NOT AVAILABLE FOR BLACKSTONE AUDIO PRODUCT.

ADDITIONAL SERVICES AVAILABLE AT THE LIBRARY'S REQUEST:

LAMINATE PAPERBACK COVERS (ADDITIONAL)

10 MIL TRADITIONAL LAMINATE.....$2.29/UNIT

7 MIL CLEAR POLY LAMINATE.....$2.15/UNIT

Original Cataloging Service Subscription.....$1,500.00/Year

(Provision of original cataloging services for customized service accounts, covering any and all formats. Please note, this subscription price is subject to a 3% increase on an annual basis. However, should the library choose to subscribe to our BTCat service, original cataloging charges will be waived. Please see Attachment L for additional information about our BTCat services.)

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A/V Material

Based on the information provided, we are pleased to propose the following pricing for Audio Visual Material. *Please note:* Pricing is subject to change based on specifications or case changes. If the library requires alternate processing or cataloging requirements, it is at the discretion of CLS to adjust pricing accordingly.

DVD/Blu-Ray and music cd Ongoing Collection Services..... $5.45/unit*

Includes:

1. Adaptive and copy cataloging utilizing Z39.50 protocol
2. Item Linking
3. Project Management Support
4. repackage DVDs into standard DMP cases
5. Digital Media Processing, to include spine Label, Barcode Label
6. Hub Labels on each disc
7. Customer Supplied RFID

* AV cataloging and processing prices for CDs and DVDs are for both single and multiple disc Releases.

* Please note: cataloging/processing services are not available for product issued by Buena Vista Home Entertainment, a/k/a Walt Disney Studios Home Entertainment ("BVHE").

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DESCRIPTION OF CUSTOMIZED LIBRARY SERVICES

For over forty years, Baker & Taylor has led the industry in the provision of customized technical services for libraries. We have developed a multitude of innovative services in the areas of collection management, cataloging services and technical processing. Due to technological advances and the increased complexity of library operations and projects, Baker & Taylor created the Customized Library Services (CLS) division in 1996. This consolidation of resources and experience allowed our staff to better address the growing demand from libraries for more customized, specialized and unique services. CLS is a separate operating unit, whose sole focus is Opening Day Collections (ODC), Collection Expansions, Online Cataloging Solutions, Outsourcing Projects and Project Management. CLS maintains its own staff of over 300 trained professionals to perform the unique services required to provide complete library solutions. We currently serve over 400 libraries on an ongoing basis and complete over 60 ODC/Collection enhancement projects per year.

PROJECT SCOPE

Customized Library Services is fully capable of providing customized cataloging and processing services required by the City of Chandler. In accordance with the library's completed requirements, the following services will be provided:

- Customized adaptive and copy cataloging with CIP upgrades where needed utilizing Z39.50 protocol
- Project Management Support
- Custom cataloging/processing in support of material purchases

The basis of Customized Library Services' business relationship with the City of Chandler will be a partnership, based on mutually agreed upon roles, responsibilities, and obligations. Flexibility and responsiveness to changing needs are fundamental requirements for ensuring a successful and mutually satisfying partnership between the Library and CLS.

PROJECT MANAGEMENT APPROACH

The formation of Baker & Taylor's Customized Library Services brought with it the development of a project-oriented approach to Ongoing Collection Development, Opening Day Collections, and Ongoing Online Cataloging and Processing. This approach allows our management team to schedule all facets of a project or ongoing service and provides the foundation and framework for the entire project.

The first step is the establishment of a project team. All CLS project teams consist of a minimum of a project manager (Customer Success Manager), collection development manager, an automation specialist/cataloging/processing manager, and an account coordinator. Team members are responsible for managing their assigned resources to complete the project. In addition, each team member works closely with the project manager to ensure compliance with all requirements.

The development of the project team begins upon receipt of a completed Customer Needs Assessment or a proposal request. The team immediately becomes part of the overall CLS response team and helps to develop a custom approach that will successfully complete the project and meet the library's requirements. Our experience has shown that when the library sets up a team with similar project responsibilities and scope in advance of the project or ongoing service startup, the documentation and implementation of services is more efficient, accurate, and thorough. Additionally, the library's internal project team, supported by a designated library project manager, provides a central point of contact for all information. This helps to foster communication and to ensure that all internal library timelines and schedules are met.

Upon successful award to CLS, the project manager contacts the library's project coordinator to review the next steps in the process and to schedule possible site visit dates. The team will also request samples of

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barcodes, genre labels, ownership labels or other labels as applicable. The project manager will work with the library to schedule a series of conference calls including the appropriate CLS and library project team members. The goal of these calls will be to establish connectivity to the library's catalog, to review the cataloging and processing specifications supplied in the proposal process (and further define them if needed), to profile any collection development needs, and to assist in the coordination of any electronic ordering/account set up. At the end of these conference calls, our project team members will review their notes and will provide a comprehensive requirements documentation package to the library. Upon receipt of the library's approval of the requirements package, CLS will create cataloged and processed samples.

Your project manager will deliver these samples to the library, giving our team another opportunity to confirm that we fully understand library requirements. At this time, the project manager can walk the library through placing their first orders and can discuss details of a fulfillment schedule.

Ultimately, the key to successful project management is communication. Internally, CLS emphasizes and focuses on team communication for facilitation and completion of all processes and tasks. Externally, this communication is no less important. Team to team communication between the library and CLS builds a confidence and the environment that is needed for the successful completion of any project. In support of this "communications environment", the project manager is responsible for establishing regular conference calls with the library and all the CLS team members. These meetings serve a number of purposes, such as the regular review of profiles, requirements, and project status updates. Our experience has also proven that these meetings and calls aid in the development of the relationship between CLS and the library, promoting open lines of communication and a forum for the discussion of any issues.

A final component of project management is consulting support. All CLS project managers have significant project and delivery experience that can provide ongoing support and aid to the library. This knowledge base is invaluable, assisting with all phases of a project from collection development strategy to delivery implementation.

CATALOGING

Customized Library Services' custom cataloging is Baker & Taylor's premier service. CLS has performed online cataloging, editing and maintenance for Libraries since 1989. Our staff has developed a state of the art cataloging methodology that leverages Z39.50 protocol for accessing the library's database and a resource pool of records from the Library of Congress and any Baker & Taylor created records in our Premier Cataloging Utility (BTCat). This technology allows our CLS catalogers to have access to the most current version of the library's cataloging records without the overhead of being directly online. Records obtained from the Library's database are saved to a library specific work file located in our secure cataloging utility. The records in the work file are used in the creation of spine labels and as a vehicle for providing item-linking information.

Once all necessary information is gathered, the CLS project team will work with the library to determine the best, most economical fit for the library.

Major Features of the CLS Preferred Cataloging Methodology (Z39.50):

Only authorized CLS catalogers have access to the library's database and work file. The cataloger will process material first by searching for a matching record in the library's database and work file simultaneously.

A successful search occurs when our cataloger matches the data elements found in the appropriate record tags. CLS considers the title, author, imprint/publisher, edition and date of publication when matching a record. During the CLS profiling, the project team will document the appropriate attributes for matching records. When a matching record is found, the appropriate item level information (examples: barcode number, list price, collection code, etc.) is added and the record is saved to the library's work file.

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If a record is not found in the library's database or work file, the BTCat database is searched, followed by LC MARC and other local resource databases.

If the record is not found in the above resources, the Library may also choose to have CLS search OCLC on their behalf for records not found in the library's catalog. Once a record is located in OCLC it is saved to the Library's work file and the record is updated to the Library's specifications. Please note that the process of using OCLC is available for OCLC Connexion Client members, upon CLS' receipt of a signed third-party agreement (which grants permission to our catalogers to access OCLC on the library's behalf) and an OCLC authorization and password for z39.50 connectivity to WorldCat. There are no additional charges from CLS for this service. However, it should be noted that all corresponding OCLC charges will be the responsibility of the Library. On a quarterly basis, an electronic file is sent to OCLC to update the library's holdings for all contributed records.

When a full matching record is found in one of the resource databases, it is upgraded to meet the library's specifications and the appropriate item tag is added. The record is then saved to the library's work file.

If the matching record found is a pre-publication record level, the record is upgraded to meet LC standards and is saved to the BTCat Bibliographic Database. The record is further edited to meet the library's specifications and appropriate item record is added. The record is then saved to the library's work file. The exception to a full level record would be that some AV pre-pub records are not upgraded to full MARC standards. However, these records are upgradeable to the Library's local standards. If your library opts to receive original cataloging services and a matching record cannot be found in the multi-database search string, a request is forwarded to an original cataloger in the CLS department. Our original catalogers will create a record according to RDA rules. LC authority files are used to validate author and subject headings. Once the record is created, it is saved into the BTCat Bibliographic Review File. Once the record has been reviewed and approved, it is saved in the BTCat Bibliographic Database. The library's assigned cataloger is notified, the record will be edited to meet the library's specification, and the appropriate item tag is added.

Titles sent to the library will have a full MARC record with the appropriate item tag, unless we are unable to find a full record. If we cannot find a full record and the library does not subscribe to original cataloging services, we can send the item without cataloging or with a brief record. The records will either be new additions to the library's catalog, edited and modified to the library's standards, or existing records from the library's catalog.

When the cataloger has completed the order, thermal-printed label sets consisting of spine, barcode, bibliographic, and other labels as required by the library are printed. The barcode is provided in a standard format, with an eye readable number strip available. All other labels are customizable for font, pitch and boldness. Options for label font include Courier, Times New Roman and Arial and pitches 12, 14, 16 and text can be left justified or centered. For thin books, we can provide one line spine labels and for Picture Books we can provide a larger font author letter spine label. The library will supply a unique barcode range, barcode prefix, symbology and check digit, where applicable.

Call number and bibliographic information is extracted directly from the MARC record to ensure accuracy. After the labels are printed, a file of MARC records corresponding to the titles in the order is created. Released records are flagged so they cannot be selected again. The file of records will be put on the B&T FTP server for the library to retrieve and load. The records are maintained on the Library's work file for historical reference.

PROCESSING

The CLS department has over 300 trained professionals staffed to handle the library's customized requirements. These staff members are dedicated to meeting the library's requirements and exceeding your expectations. Our commitment to excellence and doing the job right the first time is unmatched in our industry. After cataloging is complete, the processing department completes the physical processing of each item. The processors review the processing instructions gathered at the site visit. Following these instructions, the

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processor attaches the spine label, barcode, and any special labels required by the library. After the application of all physical components, the library's materials move to the jacket selection area. Experienced technicians size the books so the appropriate Mylar jacket can be applied to the dust cover of the book.

RFID

Services also can include the application and linking of RFID tags. Baker & Taylor's Customized Library Services has provided RFID services for print and audiovisual material since 2001, and we have linked, printed and/or applied tags for millions of items. As the number of vendors and product offerings has grown with regard to RFID technologies, CLS too has grown in our vendor relationships and linking and application capabilities. We currently work with 3M, Arcus, Bibliotheca, Envisionware, FE Technologies, ITG, Lib Convert, Libramation, MKStaff, PV Supa and Tech-Logic. As this is a developing technology with unlimited potential for library use, Baker & Taylor's Customized Library Services will continue to support the needs and requirements of our customers.

After the material is fully processed, it is ready for the final and most important stage in our CLS process, back audit.

Back Audit

The back audit team is the final step in ensuring the material we ship to the library is of the highest quality and is in compliance with the library's profiled specifications. The CLS back auditors inspect each order by cross referencing the completed processing and the processing instructions gathered at the site visit. Once the library's material passes this stage, the order is ready to be staged for delivery to the library.

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Attachment F

Baker & Taylor Book Leasing (Note 1/Note 2)

Popular Adult Book Leasing

Price Per Unit	Quota Limit	Monthly Quota Units	Annual Quota Units	Annual Investment	Annual Prepay Discount #	Total Annual Investment #	Price Per Unit #
$20.50	$31.00*	10	120	$2,460.00	2%	$2,410.80	$20.09

Children's and Teens Book Leasing

Price Per Unit	Quota Limit	Monthly Quota Units	Annual Quota Units	Annual Investment	Annual Prepay Discount #	Total Annual Investment #	Price Per Unit #
$13.99	$20.00**	10	120	$1,678.80	2%	$1,645.22	$13.71

Large Print Book Leasing

Price Per Unit	Quota Limit	Monthly Quota Units	Annual Quota Units	Annual Investment	Annual Prepay Discount #	Total Annual Investment #	Price Per Unit #
$24.99	$39.00 ***	10	120	$2,998.80	2%	$2,938.82	$24.49

* Books with a list price over the stated quota limit count as 2 (two) quota up to $41.00, and 3 (three) quota up to $51.00. Titles with a list price of $51.01 or more are valued at 4 quota.

** Books with a list price over the stated quota limit count as 2 (two) quota up to $30.00, and 3 (three) quota up to $40.00. Titles with a list price of $40.01 or more are valued at 4 quota.

*** Books with a list price over the stated quota limit count as 2 (two) quota up to $49.00, and 3 (three) quota up to $59.00. Titles with a list price of $59.01 or more are valued at 4 quota.

\# There is a 2.0% discount off of the total plan price if the annual invoice is paid within 60 days. NOTE: The prepayment discounts are available to libraries paying via check or ACH; prepayment incentives are not available for credit card or purchase card payments.

Note 1 - A sample plan size of 10 units per month is used above for reference. The Library may request a plan of any size; the same per unit price and quota limit will apply.

Note 2 – Partial processing is already included in the plan cost. If the library would like to receive CLS shelf ready services for their lease plan, there will be an additional cost, depending on the library's specifications.

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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 occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products

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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. *Professional Liability.* If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor 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 three years past completion and acceptance of the work or services, and the Contractor, 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 three year period.

E. *Technology Errors and Omissions Liability including Network Security and Privacy Liability*

For Contracts under $500,000

		Minimum Limits:
Per Loss	$	3,000,000
Aggregate	$	3,000,000

For Service Contracts over $500,001

		Minimum Limits:
Per Loss	$	5,000,000

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Aggregate $ 5,000,000

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning at the time work under this Contract is completed.
If such insurance is maintained on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one year following termination of Contract. If such insurance is maintained on a claims-made basis, Contractor shall maintain such insurance for an additional period of three years following termination of the Contract.
If Contractor contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then Contractor shall provide proof of same.

The insurance shall provide coverage for the following risks

a. 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
b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure
c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.

Additional Requirements:

a. The policy shall provide a waiver of subrogation

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.

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

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

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

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

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 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:

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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

NONE

Certificate Of Completion

Envelope Id: E3C6FB66-0A17-4D0C-BBC5-3AD6BB7C7F7F
Status: Sent
Subject: Complete with Docusign: 4843 Agreement Baker & Taylor Edit Page 1.pdf, 4843 Agreement Baker Tay...
EDMS Application: CC-AGRMTS
Source Envelope:
Document Pages: 39
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 0
Saranna Davidson
AutoNav: Enabled
PO Box 4008
EnvelopeId Stamping: Enabled
Chandler, 85244
Time Zone: (UTC-07:00) Arizona
Saranna.Davidson@chandleraz.gov
IP Address: 198.241.2.1

Record Tracking

Status: Original
10/14/2024 | 11:40 AM
Holder: Saranna Davidson
Saranna.Davidson@chandleraz.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: City of Chandler
Location: DocuSign

Signer Events	Signature	Timestamp
Jennifer Rhyne Jennifer.Rhyne@baker-taylor.com Director, Pricing Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 199.184.255.217	Sent: 10/14/2024 | 11:52 AM Resent: 10/15/2024 | 09:32 AM Resent: 11/21/2024 | 03:09 PM Resent: 11/21/2024 | 03:12 PM Viewed: 11/21/2024 | 03:16 PM Signed: 11/21/2024 | 03:29 PM

Electronic Record and Signature Disclosure:
Accepted: 10/23/2024 | 06:11 PM
ID: 92555171-2c12-4485-aeca-dd9b5ac1d32d

Records Division

Signing Group: Records Division
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Daniel Brown
Daniel.Brown@chandleraz.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 7/1/2021 | 08:17 AM
ID: 563d172a-e614-4b9b-b2a1-61a0afc8280a

Kevin Hartke
kevin.hartke@chandleraz.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 6/28/2021 | 11:17 AM
ID: 2531f230-027c-41f7-9166-1189df6a8c8f

Dana DeLong
Dana.DeLong@chandleraz.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 6/28/2021 | 01:03 PM ID: e796186e-c533-4a41-978c-34d69e29778a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Records Division		Sent: 11/21/2024 | 03:29 PM
Records Management Administrator City of Chandler Signing Group: Records Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Rosenda Contreras Rosenda.Contreras@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/30/2022 | 01:24 PM ID: fd43dfe1-51e8-4292-b795-54e27b662b8e		
Jennifer Rhyne Jennifer.Rhyne@baker-taylor.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/23/2024 | 06:11 PM ID: 92555171-2c12-4485-aeca-dd9b5ac1d32d		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/14/2024 | 11:52 AM
Envelope Updated	Security Checked	11/20/2024 | 09:33 AM
Envelope Updated	Security Checked	11/20/2024 | 09:33 AM
Envelope Updated	Security Checked	11/20/2024 | 09:33 AM
Envelope Updated	Security Checked	11/20/2024 | 09:33 AM
Envelope Updated	Security Checked	11/20/2024 | 09:33 AM
Envelope Updated	Security Checked	11/20/2024 | 09:33 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Chandler (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Chandler:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: esignature@chandleraz.gov

To advise City of Chandler of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@chandleraz.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Chandler

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@chandleraz.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Chandler

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to esignature@chandleraz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Chandler as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Chandler during the course of your relationship with City of Chandler.

CHANDLER arizona
Community of Innovation

City Council Memorandum Community Services Memo No. N/A

Date: December 09, 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. CS5-988-4853, with Grounds Control, LLC, for City Park Landscape Services

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Proposed Motion:

Move City Council approve Agreement No. CS5-988-4853, with Grounds Control, LLC, for city park landscape services, in amount not to exceed $2,149,128, for a one-year period, December 13, 2024, through December 12, 2025.

Background/Discussion:

This full-service contract incorporates the landscape maintenance requirements for various city parks, non-parks, and facility locations administered by the Parks Operations Division. Services under this agreement consist of trash pickup, weed control, irrigation repair, power washing, tree and shrub pruning, and trimming, as required.

The maintenance responsibilities consist of 69 park and non-park sites, which include aquatic facilities, shared use paths (Paseo Trail and Ashley Trail), rights-of-way adjacent to public parks, certain downtown areas, ball field maintenance at Folley Park, fire stations, and training facilities. New sites added to this contract include four Police sites, Mesquite Groves Aquatics desert landscape area, and miscellaneous downtown areas.

This contract includes seven contracted maintenance technicians to assist in irrigation and maintenance repairs. The extra work includes palm tree trimming at non-contracted parks, storm damage, and related projects. The agreement requires the contractor's supervisor to perform weekly inspections of

each site. Maintenance standards are also specified in the contract and must be met by the contractor. If the contractor does not meet the maintenance standards, the agreement allows for corrective action to occur in a timely manner.

Evaluation:

On October 8, 2024, city staff issued a Request for Proposal for city park landscape services. Notification was sent to all registered vendors. Five responses were received from the following offerors:

1. Artistic Land Management, Inc.
2. BrightView Landscape Services, Inc.
3. Grounds Control, LLC
4. Mariposa Landscape Arizona, Inc.
5. Reyes & Sons Landscaping, LLC

The Evaluation Committee evaluated the proposals and recommends award to Grounds Control, LLC, which submitted the most advantageous offer to the city in accordance with the evaluation criteria. The term of this agreement is December 13, 2024, through December 12, 2025, with the option of up to four additional one-year extensions.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.4530.5219.0.0.0	General Fund	N/A	$1,899,128.00	N
401.4580.0.6PR654.0	General Government Capital Projects	Aging Park Landscaping	$250,000.00	Y

Attachments

4853 Park Landscape Agreement

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

City Clerk Document No. _____

City Council Meeting Date: December 12, 2024

CITY OF CHANDLER SERVICES AGREEMENT
CITY PARK LANDSCAPE SERVICES
CITY OF CHANDLER AGREEMENT NO. CS5-988-4853

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 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 provide city park landscape services 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

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

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 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

The term of the Agreement is One year and begins on December 13, 2024, and ends on December 12, 2025, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. 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 as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed $2,149,128.00. 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

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

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or 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

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

5.6 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,

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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: 480-216-9291
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 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.

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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 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.

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

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

5.22 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

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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 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.

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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.

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.

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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 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
Exhibit E Parks & Facility Locations Descriptions
Exhibit F- Contractor Equipment
Exhibit G – High Frequency Playground Inspection
Exhibit H - Maps

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

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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 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 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.

5.45 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: Kellie Huston
Its: Mayor	Its: Chief Operating Officer

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF SERVICES

SECTION I – GENERAL

CONTRACTOR to provide Landscaping Services at various locations throughout the City. The specifications listed below are the minimum requirements and are intended to govern the requirements desired. The City of Chandler reserves the right to evaluate variations from these specifications.

CONTRACTOR shall provide CITY with landscape maintenance services in parks and non-park sites listed herein (Exhibit E). All specifications apply to all locations except where noted. The rate for landscape maintenance services shall include all necessary labor, equipment, and supplies to perform the services as required in this Scope of Work.

VENDOR QUALIFICATIONS

The CONTRACTOR shall comply with all applicable Federal, State, Local, ANSI, and OSHA laws, rules, and regulations and all other applicable regulations for the term of this contract.

The CONTRACTOR ***must*** hold a valid Landscaping and Irrigation Systems 'CR-21' category license or similar category license as issued by the State of Arizona Registrar of CONTRACTORs before submission of a proposal and must maintain the same throughout the duration of the contract term and any subsequent contract extensions. Failure to maintain said license may be grounds for default of the contract and subsequent termination.

The CONTRACTOR may not subcontract any segment or services covered herein without prior approval of the Contract Administrator/designee. All Subcontractors used under the scope of this contract shall meet all requirements, terms, and conditions set forth herein. All subcontracted services shall be warranted by and be the CONTRACTOR's responsibility.

The CONTRACTOR MUST have and maintain full-time Company representation located in the Phoenix, Arizona, metropolitan area, with the ability and authority to address all Contract issues that may develop. The CONTRACTOR shall provide the individual's name and contact information, including a cellular phone and off-hours phone numbers, to the Contract Administrator/designee.

The CONTRACTOR, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.

SCOPE OF WORK FOR ALL SITES

1. DESCRIPTION.

CONTRACTOR shall furnish all labor, licenses, permits, and material and equipment necessary to maintain the City locations as specified herein. For this Agreement, the CONTRACTOR shall be licensed by the Arizona Registrar of Contractors as an active, licensed landscape CONTRACTOR. The City requires the CONTRACTOR to have a qualifying party at the time of submittal and a qualifying party with a proper active license with the Office of Pest Management.

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1. CONTRACTOR shall keep all areas clean of trash, weeds, debris, dog waste, dried/dead plants or parts of plants (leaves, fronds, branches, etc.), tumbleweeds, seedlings, and suckers. This includes sidewalks, walls, and areas adjacent to the inside and outside of walls or any area where debris may collect. All trees and shrubs shall be kept in such a manner that they do not present any sight or safety hazards.

   Several sites in this Agreement currently utilize reclaimed water for irrigation. The CONTRACTOR shall notify and train their employees in accordance with Arizona Administration Code R18-9-704, General Requirements, and the Maricopa County Environmental Health Service Reuse Manual while working at these locations.

   All work specified herein shall be completed under the direction of and to the satisfaction of the Contract Administrator/designee.

   As additional facilities are built within the City, they may be added to the maintenance of this Agreement at a negotiated price.

   CONTRACTOR shall be required to have the equipment on hand necessary to perform all requirements listed herein. The CONTRACTOR shall provide a list of all equipment to be used in this agreement.

2. **WORK SCHEDULE.** The CONTRACTOR must submit a monthly work schedule by the 25th, including supervisors' names and contact info. The schedule should detail tasks, frequencies, and worker counts and avoid disrupting normal daily park operations. Work is to be done from 6 a.m. to 5 p.m. Monday through Friday, with any missed tasks or updated schedule changes reported the following Monday. The City reserves the right to make minor adjustments in the schedule at any time to avoid conflict with park construction, maintenance operations, and recreation programs or to better serve the City's needs. Required schedules are needed for weekly landscape maintenance, trimming/cutbacks, trash pickup, power washing, tree trimming, palm tree trimming, and herbicide application for pre- and post-emergent. All forms and schedules shall be in a format approved by the City.

3. **CONTRACTOR'S RESPONSIBILITY.** The CONTRACTOR shall comply with the Social Security Act, Worker's Compensation laws, and Unemployment laws of the State of Arizona, as well as all local, state, and federal legislation, rules, and regulations relevant to the CONTRACTOR's business and the performance of all duties associated with custodial service.

3.1 **CONDITION OF LANDSCAPE AT THE BEGINNING OF THE CONTRACT.** The CONTRACTOR shall be responsible for visiting the sites and becoming familiar with any conditions that may affect performance and pricing. Submission of an offer will be prima facie evidence that the CONTRACTOR did, in fact, make a site inspection and is aware of all conditions affecting it.

3.2 **CONDITION OF THE LANDSCAPE AT THE END OF THE CONTRACT.** Six weeks before contract expiration or termination, the Contract Administrator/designee and the CONTRACTOR will inspect the landscape areas. Any maintenance issues found will be noted, and repairs will be arranged, with costs deducted from the outgoing CONTRACTOR's final

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payment. This applies even if the outgoing CONTRACTOR is re-awarded the contract. The last payment will cover work completed in the final 60 days.

3.3 **MATERIALS.** The Contract Administrator/designee must approve the purchase of any materials not stipulated in the contract before purchase. The CONTRACTOR must provide invoices as proof of purchase to the Contract Administrator/designee before reimbursement will be made. **The City retains the right to purchase all materials directly and to make them available to the CONTRACTOR for use in fulfilling the terms of this agreement.**

3.4 **INSPECTION.** The CONTRACTOR must have at least one on-site, full-time, qualified supervisor fluent in English who will conduct weekly inspections and provide written reports to the City. CONTRACTOR employees must also understand English for safety and communication. All work shall meet specified standards in the solicitation, with daily inspections and weekly reports required. The Contract Administrator will also perform daily inspections to assess work quality.

3.5 **INSPECTION REPORTS.** Weekly inspection reports and time-stamped pictures must be emailed to the Contract Administrator/designee on the following Monday morning by 8 am. If not received by then, the CONTRACTOR will be deducted from the payment for that week.

The Weekly Inspection Report will list the details of work performed, details of unusual activities (accidents, vandalism, irrigation issues, etc.), lost and found articles, property, and equipment not in operating condition (listed by description and location), and other pertinent information.
When discovered, all cases of vandalism shall be reported to the CITY, and the Contract Administrator/designee shall determine the course of action to be taken. The CONTRACTOR shall provide safe storage for all lost and found articles and deliver unclaimed articles weekly to the Contract Administrator/designee. All incidents of vandalism and lost/found items shall be recorded on the Daily Work Report.
In their weekly report, the CONTRACTOR is responsible for notifying the Contract Administrator/designee of any irrigation issues in the granite and turf areas (leaks, programming, etc.) at the contracted sites. If the CONTRACTOR fails to notify the Contract Administrator/designee, then the CONTRACTOR WILL BE RESPONSIBLE for removing and replacing any dead tree/shrub material in kind at no additional cost to the City. The CONTRACTOR shall water by hand or by other means in accordance with plant needs when irrigation systems are out of service. **High-frequency Playground Inspection Reports shall be performed bi-weekly.**

3.6 **SAFETY CONSIDERATIONS.** The CONTRACTOR must provide and install temporary signs or closures to warn and protect the public from hazards, especially near power equipment. Caution signs must be provided at no extra cost to the City.

CONTRACTOR and the CONTRACTOR's employees shall readily notify appropriate authorities of emergencies that occur on-site and call for professional assistance when warranted; for example, in case of fire, dial 911. The Contract Administrator/designee shall immediately be

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notified of any incidents or conditions relative to public health or safety. Incidents or conditions of a lesser nature will be relayed during the next normal workday.
The CONTRACTOR shall operate to prevent damage to existing facilities, grounds, utilities, or other structures. If the CONTRACTOR causes damage to City property, the CONTRACTOR shall replace or repair the same at no cost to the City as directed by the Contract Administrator/designee. If the damage caused by the CONTRACTOR must be repaired or replaced by the Contract Administrator/designee, the cost of such work shall be deducted from the CONTRACTOR's monthly payments. The CONTRACTOR will notify the Contract Administrator/designee of the damage caused.

CONTRACTOR will furnish a list of products used, including cleaning chemicals (and associated Safety Data Sheets), before the start of the contract, and if the product is changed or another is introduced at any time.

Chemical products for cleaning park amenities must be used according to label instructions, and the CONTRACTOR must ensure employees follow these directions.

3.7 **CONSTRUCTION WORK.** When a location is under construction or otherwise taken out of service, the CONTRACTOR may be relieved of all or part of the contract obligations for the area designated. Since the CONTRACTOR will not be performing full service, monthly payments will be reduced. After discussing the scope and extent with the CONTRACTOR, the City will determine the reduction percentage.

3.8 **EQUIPMENT.** The CONTRACTOR shall provide and maintain equipment sufficient in number, operational condition, and capacity to efficiently perform the work and render the services required by this contract during the entire period of this contract.

The CONTRACTOR's vehicles shall be clearly marked with the company name and logo. All vehicles must always be maintained in good repair, appearance, and sanitary condition.

3.9 **ACCEPTANCE.** All work specified shall be completed under the direction of and to the satisfaction of the Contract Administrator/designee.

3.10 **WATER.** The City will furnish all the water. A water meter will be provided when needed.

3.11 **ADDITIONS AND DELETIONS.** The City retains the right to delete or add maintenance areas and items to this contract. Charges for areas or items deleted will be dropped from the monthly billing. The City may delete an item or area at any time and will prorate charges for services already performed. Charges for maintenance items or areas added to this Agreement are subject to approval by the Contract Administrator/designee. Charges for areas added shall be priced comparably to similar areas and become part of the contract through properly executed forms.

3.12 **EXTRA WORK.** The City may require the CONTRACTOR to perform work in addition to those specified in the Agreement, including, but not limited to, trimming, mowing, repairing accident and storm damage to landscaping, and one-time cleanup.

Extra work ordered rates will be compensated payable as outlined in Exhibit C, attached

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hereto and made a part hereof by reference.

CONTRACTOR shall not perform any extra work until authorization is obtained from the Contract Administrator/designee. This authorization will be in the form of a written request or a numbered authorization form. Extra work performed without authorization may not be paid.

The Contract Administrator/designee will approve any additional work not covered. The CONTRACTOR shall submit an estimate for approval. The Contract Administrator/designee will determine whether the charges are fair and reasonable. The City reserves the right to perform the work or contract other vendors if the CONTRACTOR's estimate is not considered fair and reasonable.

The rates listed in Exhibits B and C shall be considered valid throughout the term of the Agreement. Adjustments may be made according to the Terms & Conditions listed herein and must be approved in writing by the Contract Administrator/designee. The listed rates include all profit, overhead, mobilization, and transportation costs.

Work requiring only one person will be compensated at the labor rate. No additional payment will be provided for time spent on tasks performed by employees above the foreman level. Supervisors, general superintendents, estimators, and company owners are expected to be covered by the overhead included in other payments from the City.

The CONTRACTOR acknowledges and agrees that this agreement does not grant exclusive rights to perform any additional work that may arise during its term.

3.13 **QUALITY CONTROL.** The CONTRACTOR must implement a comprehensive quality control program to meet contract requirements. A copy of the program must be submitted to the Contract Administrator/designee and the Purchasing Division for approval within 10 working days of award. Work cannot begin until the program is approved. The program must include, but is not limited to, the following:

- The CONTRACTOR will be required to provide the Contract Administrator/designee with a schedule for weekly maintenance of all areas on the Friday before the scheduled work week, specifying when each site will be maintained. No changes to the schedule shall be made without the Administrator/designee's prior approval.
- Weekly Supervisor Inspections of all contracted sites.
- Weekly inspection reports and time-stamped pictures must be emailed to the Contract Administrator/designee on the following Monday morning by 8 am.

3.14 **QUALITY ASSURANCE.** The Contract Administrator/designee will conduct random inspections of City-landscaped sites to ensure CONTRACTOR compliance with contract requirements. If deficiencies are found, the CONTRACTOR must provide a written explanation detailing the cause, corrective actions to achieve acceptable performance, and measures to prevent recurrence. Payment will be withheld for any services not meeting contract standards, and the CONTRACTOR must correct any unsatisfactory work at their own expense.

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3.15 **DEDUCTIONS TO PAYMENTS DUE.** If the CONTRACTOR fails to perform work in accordance with the Agreement, the City may hold part or all payments due to the CONTRACTOR. Partial payment may be withheld / never paid if CONTRACTOR has performed poorly. The City will establish the payment amount. If CONTRACTOR has not taken action to correct the deficiency within the time listed below, the City may withhold all payments for the area affected until a correction is made and liquidated damages/performance guarantees may be assessed. Upon completion of the corrective action and approval by the Contract Administrator/designee, payment will be released. Unsatisfactory work will not be paid for.

Unless an extension has been provided in writing by the Contract Administrator/designee, failure to correct areas identified as deficient within the limits of this correction time limit schedule may result in cause for termination of the Agreement in accordance with provisions here.

Water & Sprinkler Repair	must be completed within 2 working days
Weed control	must be completed within 2 working days
Mowing	must be completed within 2 working days
Cleaning	must be completed within 1 working days
Fertilization	must be completed within 5 working days
Trimming	must be completed within 3 working days
Pruning	must be completed within 7 working days
Replanting	must be completed within 7 working days
Dead Plant removal	must be completed within 2 working days
Hazard Removal (sight obstruction)	must be completed within 1 working day

3.16 **LIQUIDATED DAMAGES / PERFORMANCE GUARANTEES.** The City expects landscape and grounds maintenance performed by the CONTRACTOR to result in landscape areas always looking well-groomed and clean. If tasks are omitted or not completed to the satisfaction of the Contract Administrator/designee, public safety and the appearance of the City Parks and landscape areas are compromised.

CONTRACTOR and City agree upon the following schedule of liquidated damages to be deducted from any monies due or to become due to 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 the public caused by the omission of work or substandard performance is impractical and extremely difficult to ascertain. If the CONTRACTOR fails to correct the problem, the City reserves the right to correct the situation by whatever means are in the best interest of the City, with City personnel or by separate contract, and the cost of such actions will be deducted from the CONTRACTOR's monthly invoice.

SITUATION	DEDUCT AMOUNT
Failure to correct deficiencies within the allowed time	$100 per day
Failure to start "extra work" within the allowed time or on the day agreed or withdrawing from the job before completion without authorization from the City.	$50 per site per day
Failure to start and satisfactorily complete routine work within the scheduling requirements	$25 per site per day

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Failure to submit schedules and work plans within the allotted day/time required.	$25 per site per day
Failure to wear a uniform bearing CONTRACTOR's name and bear individual photo ID	$25 per occurrence
Failure to report irrigation issues on weekly reports	$25 per site per day
Failure to report incidents and vandalism	$25 per site per day
Improper pruning of trees	$50 per tree
Improper pruning of shrubs	$25 per shrub

3.17 **HOLIDAYS:** The following is a list of City holidays on which service will not be performed, except for litter control services:

1. New Year's Day – January 1
2. Martin Luther King, Jr./Civil Rights Day – Third Monday in January
3. Presidents' Day – Third Monday in February
4. Memorial Day – Last Monday in May
5. Juneteenth Day – June 19
6. Independence Day – July 4
7. Labor Day – First Monday in September
8. Veterans' Day – November 11
9. Thanksgiving Day – Fourth Thursday in November
10. Day after Thanksgiving – Following Friday after Thanksgiving
11. Christmas Day – December 25

When a holiday named herein falls on Sunday, it shall be observed on the following Monday, and when it falls on Saturday, it shall be observed on the preceding Friday. During the week of a holiday, the CONTRACTOR shall adjust the weekly schedule to return to the regular weekly schedule the following week.

4. CONTRACTOR COMMUNICATIONS / EMPLOYEES:

4.1 **LOCAL OFFICE.** During this Agreement, the CONTRACTOR must maintain a local office with an authorized managing agent available during business hours (Monday to Friday, 6:00 am to 5:00 pm). The office can include an answering machine, fax, and mobile phone. The managing agent will be the primary contact for the Contract Administrator/designee and must return City calls within 2 hours.

4.2 **FIELD SUPERVISOR.** The CONTRACTOR shall furnish one qualified Field Supervisor who speaks, reads, and writes English fluently and is available during working hours to address problems, perform field inspections, perform drive-throughs, and for other coordination with the Contract Administrator/designee. THE CONTRACTOR'S FIELD SUPERVISOR SHALL SUPERVISE ONLY ONE CONTRACT UNLESS APPROVED BY THE CONTRACT ADMINISTRATOR/DESIGNEE. This person shall not have any additional labor duties other than incidentals nor function as a crew leader or foreman. The Field Supervisor shall have separate transportation to move independently between locations.

CONTRACTOR's Field Supervisor shall have a cell phone to enhance communication between the City and the CONTRACTOR's field representative. All crews should be equipped with cellular phones and the CONTRACTOR shall be responsible for payment of all charges relating to its

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use. All communication equipment shall be kept on during business hours and in proper working condition.

The Contract Administrator/designee has the right to review the qualifications of the field supervisor. If the City does not feel the supervisor is qualified, the CONTRACTOR shall remove him/her from that position. The CONTRACTOR will be provided an alternate contact when the Field Supervisor is not available.

4.3 **KEY PERSONNEL.** The CONTRACTOR must provide adequate experienced personnel who will ensure the successful accomplishment of the work to be performed under this Agreement. The CONTRACTOR shall assign specific individuals to the key positions.

The CONTRACTOR agrees that key personnel assigned to work under this Agreement shall not be removed or replaced without written notice to the Contract Administrator/designee.

If key personnel are unavailable for more than 30 days or provide less effort than expected, the CONTRACTOR must promptly inform the Contract Administrator/designee and, with their approval, replace them with equally qualified personnel.

Only authorized CONTRACTOR employees are allowed in the work area. The CONTRACTOR employees are not to be accompanied in the work area by acquaintances, family members, or any other person unless said person is an authorized CONTRACTOR employee.

The CONTRACTOR shall be required to sign for each key issued to them. If the CONTRACTOR or CONTRACTOR's employees lose a key, they will be required to pay for the cost of having duplicates made. If a breach of security results from the loss of keys, requiring that locks be changed or re-keyed, an additional charge per lock will be made. These charges will be deducted from monthly payments made to the CONTRACTOR.

4.4 **MINIMUM REQUIREMENTS - CONTRACTOR'S PERSONNEL.** The CONTRACTOR shall describe in detail the personnel requirements necessary to complete the work listed herein and shall provide the Contract Administrator/designee AND Purchasing Division with a current list of employees assigned to this City contract. The list must include full names, driver's license number with expiration date, job title, and, where applicable, certified pesticide applicator's license number and expiration date or any other pertinent or required certification or registration. The list shall be kept current at all times. All company officers and employees working on this contract must be listed with current certified background check documentation, which shall be provided as requested by the Contract Administrator/designee.

4.5 **IDENTIFICATION.** CONTRACTOR's employees must wear clean uniforms with the company name/logo and, if they interact with the public, an individual ID like a nametag. New employees must be in uniform within ten working days. All employees should act professionally and courteously.

4.6 **DRIVER'S LICENSE.** Employees driving CONTRACTOR's vehicles shall possess and carry a valid Vehicle Operator's license issued by the State of Arizona at all times.

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4.7 **CONDUCT OF PERSONNEL.** The CONTRACTOR's employees, officers, and Subcontractors shall not identify themselves as City employees. Employees shall conduct themselves in a manner that avoids embarrassment to the City and is courteous to the public.

4.8 **CONTRACTOR'S EQUIPMENT.** CONTRACTOR must provide and maintain adequate equipment to perform the work outlined in this Agreement and list all equipment on Exhibit F. Vehicles must be kept in good repair, appearance, and sanitary condition, with the City reserving the right to inspect them at any time. The CONTRACTOR must provide the Contract Administrator/designee with a list of all equipment used, including any updates or changes, which must be approved in advance by the Contract Administrator/designee.

4.8.1 **EQUIPMENT IDENTIFICATION**. All vehicles used by the CONTRACTOR must be clearly identified with the company's name and the local office's phone number on each side of the equipment, including personnel transportation vehicles. The letters shall be of such size that they are distinguishable from a reasonable distance.

4.9 **LICENSE REQUIREMENTS.** The CONTRACTOR must be a licensed landscape CONTRACTOR with the Arizona Registrar of Contractors and have a qualifying party license with the Office of Pest Management for pesticide and herbicide applications at the time of submittal. All chemical applications must be performed by certified applicators. The CITY reserves the right to review any deviations from these requirements.

5. **COMMUNICATIONS AND EMERGENCY RESPONSE.** The CONTRACTOR must maintain a single telephone number for 24/7 contact, with a responsible employee available for inquiries and complaints at
all times. Outside normal business hours (6:00 AM to 5:00 PM), an answering service is acceptable, provided the CONTRACTOR returns the City's call within one hour.

In urgent situations requiring immediate action to prevent injury, death, or property damage, the City may use alternate workforces after attempting to notify the CONTRACTOR. Costs incurred may be charged to the CONTRACTOR or deducted from payments due.

Complaints must be addressed within 24 hours of notification to the satisfaction of the Contract Administrator/designee. If not resolved within this timeframe, the CONTRACTOR must notify the Contract Administrator/designee with an explanation and follow up with a written report within five working days. Failure to resolve complaints may result in the City correcting the issue and deducting the cost from payments to the CONTRACTOR.

The CONTRACTOR must keep a written log of all communications, including dates, times, and actions taken, which must be available for inspection by the Contract Administrator/designee.

6. **SAFETY.** The CONTRACTOR agrees to perform all work safely, adhering to accepted standards and protecting all individuals from injury or property damage. The CONTRACTOR is responsible for complying with all relevant City, County, State, and Federal regulations and maintaining and inspecting equipment, materials, and sites.

The CONTRACTOR must conduct weekly inspections of parks and other sites for potential hazards, keeping a log of inspection dates and actions taken. Any unsafe conditions or

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practices must be immediately reported to the Contract Administrator/designee, and major corrections must be addressed promptly. Minor corrections, such as filling holes or using barricades, are the CONTRACTOR's responsibility.

In case of accidents or emergencies on the premises, the CONTRACTOR must notify the Contract Administrator/designee immediately and, if requested, provide a written report within three days. The CONTRACTOR must fully cooperate with the City in investigating such occurrences.

SECTION II – PARKS & FACILITIES - TECHNICAL SPECIFICATIONS

1. GENERAL LANDSCAPE MAINTENANCE REQUIREMENTS.

All maintenance functions shall be performed in accordance with the following specifications and at the indicated frequencies. The City shall have the right to determine scheduled days and the extent and frequency of additional "as needed" services. Standards and frequencies may occasionally be modified as the City deems it necessary to maintain the facilities properly. It is expected that each park site, aquatic center, Paseo Trail, and Arizona Avenue be inspected by the supervisor a minimum of one time per week and at least once every two weeks for non-park sites unless directed otherwise. The maintenance performed by the CONTRACTOR includes the entire site, trees, and shrubs in the turf and granite areas, around buildings, sidewalks, and parking lots.

CENTER FOR THE ARTS

- Service trash Monday- Friday (5x a week). The CONTRACTOR shall supply their own trash liners and bags as needed. Trash liners shall be replaced if more than 1/2 full.
- Maintenance shall include all granite, turf, and hardscape areas.
- For Tree and Shrub maintenance, see section 2.5.
- Remove tree suckers weekly.
- Remove any dead plant material.
- Cap/Plug emitters where no plant/tree material is present.
- CONTRACTORS are responsible for replacing valve box lids and emitter lids. The City will provide the lids.
- Blow parking lot (1x a week)
- Blow building entrance (2x a week)
- Power-wash the entrance and surrounding building sidewalks (2x a month; provide a schedule). Use a scrubbing brush when directed by the Contract Administrator/designee.
- Power-wash or hand-clean the trashcan lids (1x a week)
- Leaves, ground trash, and any debris cleanup weekly throughout the site (2x a week)
- Pre-emergent treatment every six months in decomposed granite areas (provide a schedule)
- Post-emergent treatment as needed or requested throughout the year to keep the site free of weeds
- Rake the decomposed granite (1x a month during the first week of maintenance)
- Blow (Sweep on Issued Ozone High Pollution Days) sidewalks and walkways to keep them free of debris throughout the site limits (2x a week). Do not blow debris toward residential or business walls. Blow away from them.
- Remove any graffiti

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- Report any damage, vandalism, or safety concerns throughout the park site (Irrigation, lights, tables, playground, sidewalk, etc.)
- The CONTRACTOR shall be responsible for controlling all insects, diseases, rodents, wasps, and other pests.

PARK SITES, PASEO TRAIL, FOLLEY PARK, AND ARIZONA AVE.

- Service trash on Monday, Wednesday, and Friday (3x a week). The CONTRACTOR shall supply their own trash liners and bags as needed. Trash liners shall be replaced if more than 1/2 full.
- Maintenance shall include all granite, turf, playground, and hardscape areas.
- Landscape service (2x a week)
- For Tree and Shrub maintenance, see section 2.1.
- Remove tree suckers weekly.
- Remove any dead plant material.
- Cap/Plug emitters where no plant/tree material is present.
- CONTRACTORS are responsible for replacing valve box lids and emitter lids. The City will provide the lids.
- Blow the parking lot (1x a week)
- Trashcans, ground trash, leaves, and any debris cleanup throughout the site (3x a week).
- Pre-emergent treatment every six months in the decomposed granite areas. (provide a schedule)_
- Post-emergent treatment as needed or requested throughout the year to keep the site free of weeds.
- Power-wash the tables, benches, and concrete underneath (2x a month; provide a schedule). Use a scrubbing brush when directed by the Contract Administrator/designee.
- Power-wash or hand-clean the trashcan lids (1x a week)
- Power-wash the playground equipment, use an approved disinfectant, and scrub any marks or spills on the equipment (1x a month; provide a schedule)
- Rake and level wood chips at the playgrounds (3x a week)
- Inspect the playground equipment every two weeks and fill out an inspection form (2x a month)
- Rake the decomposed granite (1x a month during the first week of maintenance)
- Till the sand volleyball courts 1x a quarter
- Clean BBQ grills and keep them free of debris, grease, and ashes (1x a week)
- Clean and scrub drinking fountain (2x a week)
- Blow (Sweep on Issued Ozone High Pollution Days) sidewalks, walkways, and sports courts to keep them free of debris throughout the site limits (3x a week). Do not blow debris toward residential or business walls. Blow away from them.
- Remove any graffiti.
- Report any damage, vandalism, or safety concerns throughout the park site (Irrigation, lights, tables, playground, sidewalk, etc.)
- For field preparation at Folley Park, drag the four fields (3x a week) on Monday, Wednesday, and Friday. On Fridays, the CONTRACTOR will chalk the infield, paint the outfield turf lines, and put up “Field Closed” signs.

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- The CONTRACTOR shall be responsible for controlling all insects, diseases, rodents, wasps, and other pests.

AQUATIC CENTERS

- Service trash (1x a week). The CONTRACTOR shall supply their own trash liners and bags as needed. Trash liners shall be replaced if more than 1/2 full.
- Maintenance shall include all granite, turf, and hardscape areas.
- Landscape service (1x a week)
- For Tree and Shrub maintenance, see section 2.1.
- Remove tree suckers weekly.
- Remove any dead plant material.
- Cap/Plug emitters where no plant/tree material is present.
- CONTRACTORS are responsible for replacing valve box lids and emitter lids. The City will provide the lids.
- Blow the parking lot (1x a week)
- Trashcans, ground trash, leaves, and any debris cleanup throughout the site (1x a week).
- Pre-emergent treatment every six months in the decomposed granite areas. (provide a schedule)_
- Post-emergent treatment as needed or requested throughout the year to keep the site free of weeds.
- Power-wash the tables, benches, and concrete underneath (2x a month; provide a schedule). Use a scrubbing brush when directed by the Contract Administrator/designee.
- Power-wash or hand-clean the trashcan lids (1x a week)
- Rake the decomposed granite (1x a month during the first week of maintenance)
- Clean BBQ grills and keep free of debris, grease, and ashes (1x a week)
- Clean and scrub drinking fountain (1x a week)
- Blow (Sweep on Issued Ozone High Pollution Days) sidewalks, walkways, and sports courts to keep them free of debris throughout the site limits (1x a week). Do not blow debris toward the pool, residential, or business walls. Blow away from them.
- Remove any graffiti.
- Report any damage, vandalism, or safety concerns throughout the park site (Irrigation, lights, tables, playground, sidewalk, etc.)
- The CONTRACTOR shall be responsible for controlling all insects, diseases, rodents, wasps, and other pests.

FIRE STATIONS, POLICE, ASHLEY TRAIL, CANALS, DOWNTOWN AREA, AND RIGHT OF WAYS

- Service trash (2x a month). The CONTRACTOR shall supply their own trash liners and bags as needed. Trash liners shall be replaced if more than 1/2 full.
- Maintenance shall include all granite, turf, and hardscape areas.
- Landscape service (2x a month)

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- Basha Canal and Commonwealth Canal bottoms and sides shall be cleaned (1x a year) to remove all debris.
- The Vacant Lot East of the Police Evidence Facility and the Vacant Armstrong Lot must be maintained (4x a year) in January, April, July, and October. Everything stated in this section applies to the maintenance levels expected at these sites.
- For Tree and Shrub maintenance, see section 2.1.
- Remove tree suckers weekly.
- Remove any dead plant material.
- Cap/Plug emitters where no plant/tree material is present.
- CONTRACTORS are responsible for replacing valve box lids and emitter lids. The City will provide the lids.
- Blow the parking lot (2x a month)
- Trashcans, ground trash, leaves, and any debris cleanup throughout the site (2x a month).
- Pre-emergent treatment every six months in the decomposed granite areas. (provide a schedule)
- Post-emergent treatment as needed or requested throughout the year to keep the site free of weeds.
- Power-wash the tables, benches, and concrete underneath (2x a month; provide a schedule). Use a scrubbing brush when directed by the Contract Administrator/designee.
- Power-wash or hand-clean the trashcan lids (2x a month)
- Rake the decomposed granite (1x a month during the first week of maintenance)
- Clean BBQ grills and keep free of debris, grease, and ashes (2x a month)
- Clean and scrub drinking fountain (2x a month)
- Blow (Sweep on Issued Ozone High Pollution Days) sidewalks, walkways, and sports courts to keep them free of debris throughout the site limits (2x a month). Do not blow debris toward residential or business walls. Blow away from them.
- Remove any graffiti.
- Report any damage, vandalism, or safety concerns throughout the park site (Irrigation, lights, tables, playground, sidewalk, etc.)
- The CONTRACTOR shall be responsible for controlling all insects, diseases, rodents, wasps, and other pests.

2. **SPECIFIC LANDSCAPE MAINTENANCE REQUIREMENTS.** The specifications listed below are the minimum requirements and are intended to govern, in general, the requirements desired. The City reserves the right to evaluate variations from these specifications.

2.1 **Downtown Area and Arizona Avenue.**

General.

The Downtown area shall be serviced (2) times a month. See section Two for more details.

Arizona Avenue from Frye Road to Pecos Road shall be serviced (3) times a week. See section Two for more details. The CONTRACTOR shall power wash hardscape (sidewalks) within the Arizona Avenue ROW from Frye Road to Pecos Road eight (8) times per year, as directed by the Contract Administrator/designee. The scope of work includes all flat work, sidewalks, trash receptacles, cans, planters, and benches. The schedule for power washing shall be done during the night and be included in the Annual Calendar submitted by the CONTRACTOR.

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The CONTRACTOR shall provide portable power washing equipment capable of generating 3,500 psi of water pressure to clean the downtown area.

The CONTRACTOR shall take measures to prevent water encroachment into businesses, buildings, and structures.

All pedestrian hardscape areas, including but not limited to sidewalks, plazas, pedestrian street crossings, etc., shall be blown once a week.

All site amenities, including but not limited to benches, bicycle racks, and trash receptacles, shall be completely wiped clean with a germicidal cleaner weekly.

CONTRACTOR shall maintain tree wells in paved areas, consisting of decomposed granite, so there is no greater than one-half inch (½") differential between the tree well and the sidewalk.

2.2 Canals.

General.

This contract maintains two canals. The Basha Goodyear Canal and the Commonwealth Canal. The CONTRACTOR will be responsible for cleaning the canals one time a year. The cleaning shall occur in the winter months or when directed by the Contract Administrator/designee. The CONTRACTOR will clean the sides and the bottoms of the canals, removing all grass, shrubs, silt, rock, etc., and it will be the CONTRACTOR's responsibility to remove the waste offsite at no additional cost to the City. The City will coordinate the water shut-off with the water groups to assist the CONTRACTOR with the yearly cleaning schedule.

2.3 Mesquite Groves Aquatic Center.

The entire desert landscape surrounding the aquatic site will be cleaned annually between February and March. The cleaning shall consist of removing dead debris, volunteer vegetation, and weeds, cutting back any plant material within three feet of the pool fence, and light trimming of the trees. The trash in these areas shall be picked up weekly.

2.4 Athletic Fields Maintenance (Applies only to Folley Park).

General. Hand rake loose material into worn or low areas and smooth (batter's box, base paths, etc.). Using in-ground irrigation heads, water infields sufficiently to obtain proper moisture levels for dragging and prevent the infield mix from getting too dry.

Screen drag each skinned infield area utilizing a utility cart, field groomer, or similar light-duty maintenance vehicle. Dragging should be performed in a circular pattern of increasing radius until the field has been completely groomed. Dragging should only be completed to a distance of 18" from adjacent turf. After dragging, no material shall be pulled into the turf; it should be removed with a rake and scoop and disposed of. Level the grade of the infield mix along fence line areas.

The drag should have a leveling bar to prevent a waving pattern.

Apply chalk lines on all skinned infields in a clean, straight, uniform, professional manner utilizing a guideline anchored at each of the two bases between which the line is to be formed.

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Apply batter's box outlines utilizing forms provided by CITY.

Paint foul lines on all turf outfields utilizing appropriate paint materials manufactured for that purpose. Lines shall be straight, uniform, and of a professional appearance.

The CONTRACTOR shall conduct a visual check of irrigation in the infield and in the outfield turf to ensure that irrigation heads are retracted and are at the proper grade to avoid injury to players who may fall on them and that no "slippery" areas exist.

Skinned Infields.

- Infields have a uniform surface that is free of lips, holes, and trip hazards.
- Infields are free of weeds, grass, and pests.
- Infields are free of rocks, dirt clods, and debris.
- Low areas and/or holes will be located and filled.

Dugouts, Benches, Bleachers, Shade Covers, and Backstops.

- Dugouts, benches, bleachers, shade covers, and backstops are clean and free of litter and graffiti.
- Bench and bleacher seating are clean, smooth, and free of sharp edges or protrusions.
- Bleacher areas have clean trash receptacles present and are in good condition.

2.5 TREE AND SHRUB MAINTENANCE.

BACKGROUND

The City of Chandler is seeking landscape and other contractual services for our Parks Maintenance and Operations Division (Parks). Any work performed in these City-maintained areas has been identified as requiring special attention in order to maintain the aesthetics and functionality of their desired intent.

The staff and crew assigned to manage the landscape or other contracted services in Chandler are expected to be knowledgeable and well-trained in horticultural practices or tasks being assigned, as expectations are high. These are not areas conducive to training new staff on industry basics.

The CONTRACTOR is to furnish all supervision, labor, material, equipment, tools, chemicals, transportation, and all effort necessary to maintain the City's parks and public properties in accordance with the City's goals. The following pages are specifications for the work being completed as part of the contract. Any work completed that is not to these specifications will require corrective actions to meet the standards set forth.

HORTICULTURAL STANDARDS and SPECIFICATIONS

All horticultural activities shall follow the applicable American National Standards Institute (ANSI) A-300 standards, Arizona Landscape Contractor's Association (ALCA) Sustainable Landscape Management (SLM) practices, Arizona Nursery Association (AZNA), and the International Society of Arboriculture (ISA) guidelines.

Chandler's handbook on Crime Prevention Through Environmental Design (CPTED) details considerations for landscaping that will be required: https://chandlerazpd.gov/c-p-t-e-d/. CPTED principles are based on anticipating the thought processes of a potential offender and

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creating an environment that discourages follow-through. CPTED has the added advantage of creating a sense of security and well-being among employees and customers. Examples include selective pruning of shrubs to open the view of potential hiding spots within shrub hedges or deterring access to specific areas. In addition, there may be specific areas that require specialized care.

All provisions of the Horticultural Standards and Specifications scope of work shall remain in effect and apply to each Park property. Where conflicts in scope exist, the specific scope of work for each Park property shall be discussed with the Contract Administrator/designee.

The CONTRACTOR will be responsible for any traffic control that may be necessary for landscape maintenance of any kind. The CONTRACTOR shall comply with all provisions for traffic control, barricading, and signing during maintenance procedures as per the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) adopted by the Arizona Department of Transportation (ADOT) and contact the City of Chandler Transportation Division to submit any required Traffic Control Plans at 480-782-3440.

SHRUBS and GROUND COVER

The City of Chandler's landscape maintenance goal is for a clean, natural look. The goal is for a clean, tidy, and maintained yet natural environment where the individual plant can grow to reach its mature size and shape. Most plants that are left alone usually require little pruning. The City of Chandler expects landscaping to be maintained with selective pruning to remove unwanted growth and to keep the material healthy. There should be no formal shaping or sculpting of the plant material. We recommend trimming individual plants back as needed at a specific time of year in order to retain the natural characteristics of each plant with selective pruning per the guidelines of SLM. The timing of shrub and groundcover pruning shall follow ALCA's most up-to-date Plant Pruning Schedule. Plants shall be selectively pruned any time of year when a conflict arises, such as:

- Anything determined to be a safety hazard
- Any vegetation impeding roadways, sidewalks, or any pedestrian or vehicle path
- Any vegetation impeding private property as requested by residents or City staff
- Blocking vehicular lines of sight, traffic signs or signals, or park lighting
- CPTED-related concerns
- Removal of dead, diseased, or broken material
- Removal of whole plants of undesirable volunteer species such as desert broom or salt cedar

All plant materials are to be free of litter, debris, volunteer plants, and weeds.

When the live plants continually interfere with traffic sight lines, roads, and sidewalks, they should be removed with approval from the Contract Administrator/designee. Any bubble or drip emitter for a removed plant that will not be replaced or has died shall be capped.

Plants that have died during the time frame of this contract due to neglect, excessive trimming, incorrect pruning, or irrigation mismanagement will be replaced at no cost to the City and will be considered routine work. Replacement plants shall be the same size and type as the plant that was damaged or died.

TREES

This section is intended to provide more detail about the arbor care standards within the City of Chandler and is included as routine work within the contract. All arbor care activities shall follow the applicable guidelines identified in the horticultural standards. Routine work within this contract includes everything up to 15 feet in height and 4 inches or less in limb diameter.

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Any work above 15 feet will be completed at the agreed-upon extra work rate.

The CONTRACTOR shall employ at least one ISA Certified Arborist or someone with equivalent technical knowledge and experience to oversee tree maintenance. All staff that perform pruning of living tree tissue must have been trained by the CONTRACTOR'S arborist. The Contract Administrator/designee or their designee reserves the right to hold training with staff assigned to this contract who perform pruning. The CONTRACTOR'S Certified Arborist will be available via cellular phone or email, Monday through Friday, 6:00 a.m. – 3:00 p.m., to address tree-related problems and field inspections. If an arborist is not available for work under this contract for a continuous period exceeding 15 calendar days or is expected to devote substantially less effort to the work than initially anticipated, the CONTRACTOR shall immediately notify the Contract Administrator/designee. The CONTRACTOR shall replace the arborist with personnel of equal ability and qualifications within 15 calendar days of the written notice to the Contract Administrator/designee.

Any tree or parts blocking roadways, on sidewalks, in parking lots, or broken branches hanging from the tree shall be promptly removed upon receipt of the Contract Administrator/designee emergency notification to the CONTRACTOR. The CONTRACTOR is required to respond to emergency requests within one hour of contact. Storm cleanup may occur on weekends or after work hours, and the CONTRACTOR must have staff available to respond to such emergencies. Emergency calls will be paid at the price agreed upon by an extra work authorization. Emergency Response items shall be reported daily, whether complete or not.

As part of routine work, pruning of trees shall follow three main objectives:

- Mitigate risk - prune to lower the likelihood of tree, branch, and/or other tree part failure and impact to targets. This includes:
    - Crown cleaning or pruning of any dead, damaged, or diseased limbs or branches, detached or not, which shall be removed as needed. Damage done to plant material due to frost or freezing shall be removed as soon as the threat of frost is done without the threat of further damage occurring.
    - Reduce or remove branches (living and dead) and/or other parts that pose an unacceptable risk of failure. Do not remove more than 20-25% of the total living tree canopy. Removal only of 1st order branches to prevent lions-tailing, cuts of living tissue to be kept to 4" diameter or smaller to prevent large wounds on mature trees.
    - When performing reduction pruning, reduce the length of branches or leaders to reduce load. Do not remove more than 20-25% of the foliage of a single branch.
- Provide clearance - prune to prevent interference with infrastructure, buildings, traffic, lines-of-sight, or other plants; raise crowns. This includes:
    - Raise crowns to comply with Park's guidelines to maintain tree limbs to a height of 8' over pedestrian use areas and 14' over vehicle use areas such as roadways and parking lots.
    - When raising crowns, keep 2/3 of the pruned tree as canopy and lower 1/3 of the tree as open trunk during clearance prunes.
- Manage health - prune to improve or maintain plant health or control pests. This includes:
    - Remove dead, dying, or diseased branches, crossing or crowded branches, weakened, broken, or hanging branches, and storm-damaged branches while preventing the spread of pests or disease from tree to tree.

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- Prune for structure by selecting a central leader and creating desired branch aspect ratios. This includes properly pruning young trees during the appropriate season for the species.

- Remove tree and stump suckers.

Trees shall only be pruned for an acceptable reason. Industry best management practices shall be followed at all times, and the CONTRACTOR will not perform the following:

- Leave branch stubs
- Make unnecessary heading cuts
- Cut off the branch collar (do not make a flush cut)
- Top or lion's tail trees (stripping a branch from the inside, leaving foliage just at the ends)
- Remove more than 20-25% of the foliage of a single branch
- Remove more than 20-25% of the total tree foliage in a single year
- Damage other parts of the tree during pruning
- Prune without a good reason
- Climb the tree with climbing spikes
- Use of hedgers on any tree pruning

Whenever a tree dies or is damaged as a result of storm, environmental reasons, age, uncontrollable pest infestation, disease, or vandalism, the CONTRACTOR shall remove the tree and document it. All trees 2 inches in diameter or less are considered routine and part of this contract for removal by the CONTRACTOR.
All tree removals greater than 2 inches in diameter shall be approved by the City, in writing, before the CONTRACTOR begins any work at the agreed-upon extra work pricing. The CONTRACTOR shall submit a report to include specific location, date, and time on all areas where landscape plant material has been removed.
The CONTRACTOR, through an incident report, shall document storm damage and vandalism.
If the tree dies as a result of neglect or poor management, the CONTRACTOR shall supply all labor, materials, equipment, and a like-sized species with the nearest size of nursery stock available at no cost to the City.

PALMS
The CONTRACTOR shall be responsible for the yearly pruning of any palm species within a contracted property. Palm trees shall be pruned annually, removing the inflorescences before fruit develops and dead or damaged fronds, beginning in June. Palm pruning is to be completed by August 15 of each year to prevent fruit drop-creating debris in the landscape. Any palms that are not located within a contracted property may be pruned at the agreed-upon extra work

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pricing sheet.
Do not prune up beyond the horizontal, or 9 – 3 position of hands on a clock, since this leads to bud damage, disease, or pencil pointing of the trunk. Shaving or skinning trunks is unnecessary and not within the routine contract scope unless determined by the Contract Administrator/designee at an extra work rate.
If palms are pruned too early in the season and does not completely remove the inflorescence, any fruit that is produced after pruning will require the CONTRACTOR to return to remove at no cost to the City.
The use of a bucket truck, static method climbing, aerial lift device and/or ladders shall be the permissible methods to access the tree's crown. Climbing with spikes shall not be considered acceptable unless no other method can be utilized and approved by the Contract Administrator/designee.

EXTRA WORK SPECIFICATIONS FOR TREES AND SHRUBS

INSTALLATION OF TREES

The Contract Administrator/designee has the right to select a species best suited to the planting location(s). When purchasing new trees, the CONTRACTOR shall notify the Contract Administrator/designee and accommodate the Contract Administrator/designee's schedule to allow hand selection of nursery stock. If the Contract Administrator/designee 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. The CONTRACTOR will provide an ISA Certified Arborist to provide quality control of planting. The Contract Administrator/designee may require a planting demonstration with the CONTRACTOR to ensure trees are properly installed. Utility location services (Blue Stake) should be performed before any planting operations. Avoid conflicts with underground irrigation systems that were not located by the blue stake.

Trees shall have a minimum of a one (1) year warranty. Any trees that have died during the warranty period will be replaced at no cost to the City by the CONTRACTOR.

All tree plantings shall follow the techniques outlined below.

1. The planting hole should be two (2) to five (5) times the width of the root ball at the soil surface, sloping down to about the width of the root ball at the base.
2. The planting hole should never be deeper than the distance from the root flare to the bottom of the root ball at the finished soil grade. The root flare can be slightly above the soil surface to account for the settling of soil.
3. No soil amendments or fertilizer tabs are needed for planting unless deemed necessary. Do not add soft fill to the bottom of the hole, as the root ball will settle, resulting in excessive planting depth. Gravel should also not be used in the planting hole to aid in drainage.
4. The tree shall be handled only by the root ball and not the trunk.
5. Burlap, wire baskets, plastic containers, wooden boxes, and any other type of root ball holding container shall be completely removed at planting.
6. Inspect the root ball for any circling or girdling roots. Always score the root ball to disturb the surface and to cut any circling roots. This encourages roots to grow into the surrounding soil.
7. Backfilling should use the existing soil, working it around the ball while adding water to prevent large air pockets. Slightly tamp soil and water thoroughly and slowly after backfilling.

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8. Planting price shall include the cost of mulching around the tree that shall extend to at least three (3) feet from the trunk or to the drip line of the canopy and be between two to four inches in depth. Where applicable or as directed by the Contract Administrator/designee, the preferred mulch shall be organic, such as compost, wood chips, or bark chips. Soil and roots are to be covered with some kind of mulch and not be bare. Do not let the mulch touch the trunk or stems, keeping it 2 to 3 inches away
9. Always remove the nursery stake. The nursery stake is attached directly to the main leader of the tree and is to be removed at the time of planting.
10. Staking with lodge poles as needed and included in pricing. If a tree can stand upright without support at the time of planting, tree stakes should not be necessary unless used for protection purposes such as vandalism, vehicles, or equipment.
11. Use smooth and broad material to fasten the trunk to the stakes so it does not harm the bark. Elastic webbing, flexible tubing, and polypropylene straps are acceptable materials. Wire, rope, and string attached directly to the tree are not appropriate materials.
12. Do prune the tree except to remove dead, diseased, or broken limbs.
13. The City is to verify the connection to irrigation and availability for installations. The CONTRACTOR will be responsible for irrigation materials past the emitter head and setting up the appropriate arrangements to irrigate the tree. Water newly planted trees thoroughly.
14. The CONTRACTOR may submit a preferred watering schedule during the warranty period if it is different from the City's.

INSTALLATION OF SHRUBS

The Contract Administrator/designee has the right to select a species best suited to the planting location(s). When purchasing new shrubs (including succulents, groundcover, cacti, vines, etc.), the CONTRACTOR shall notify the Contract Administrator/designee and accommodate the Contract Administrator/designee's schedule to allow hand selection of nursery stock. If the Contract Administrator/designee waives their right to hand select nursery stock, the CONTRACTOR shall select shrubs of the specified species that are the appropriate size for the container, healthy, and free of visible defects. Utility location services (Blue Stake) should be performed before any planting operations. Avoid conflicts with underground irrigation systems that were not located by the blue stake.

Shrubs shall have a minimum of a ninety (90) day warranty. Any shrubs that have died during the warranty period will be replaced at no cost to the City by the CONTRACTOR.

1. The planting hole should be two (2) to five (5) times the width of the root ball at the soil surface, sloping down to about the width of the root ball at the base.
2. The planting hole should never be deeper than the distance from the root flare to the bottom of the root ball at the finished soil grade. The root flare can be slightly above the soil surface to account for the settling of soil.
3. Remove the shrub from the container and place it gently into the planting hole.
4. Backfilling should use the existing soil, working it around the ball while adding water to prevent large pockets of air. Slightly tamp soil and water thoroughly and slowly after backfilling.
5. Top dress with existing mulch in the landscape (DG, woody, etc.) to cover the planting area. Do not let the mulch touch the trunk or stems, keeping it 2 to 3 inches away
6. The City is to verify the connection to irrigation and availability for installations. The

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CONTRACTOR will be responsible for irrigation materials past the emitter head and setting up the appropriate arrangement to irrigate the shrub. Water newly planted shrubs thoroughly.

The CONTRACTOR may submit a preferred watering schedule during the warranty period if it is different from the City's

2.6 Irrigation.

General.

The CONTRACTOR shall be responsible for ensuring that all plant/tree materials within agreement boundaries or under CONTRACTOR's care at other locations owned by the City receive the proper amount of water to maintain health and vigor. If special watering is needed for any area, it is the CONTRACTOR's responsibility to bring it to the Contract Administrator/designee's attention in the weekly inspection reports. Plant/tree materials that are damaged due to lack of water or over-watering when under the CONTRACTOR's control shall be replaced or returned to health at the CONTRACTOR's expense and at no cost to the City.

The City will program irrigation controllers; for any additional scheduling or re-programing required by the CONTRACTOR, contact the Contract Administrator/designee with a minimum of a week's notice to perform modifications or changes in operations.

Within four (4) weeks of the contract beginning, the CONTRACTOR shall submit an inventory of all irrigation systems to the Contract Administrator/designee to ensure they are working properly. The list shall include any leaks, broken sprinklers, sprinklers needing to be adjusted, and unplugged emitters.

2.7 Litter Control.

Parks require cleaning service (3) times a week and non-park sites once a week (unless noted differently). Cleaning shall include but is not limited to, removal of trash such as paper, cans, cigarette butts, dog waste, glass, dried or dead plants or parts of plants (leaves, fronds, small branches up 4" in diameter, etc.) accumulated in contracted areas as a result of littering, wind or rainstorms. The 30-gallon trash drums (in the parks) shall be emptied on the scheduled day the parks are scheduled for cleaning. The trash receptacle holders must be emptied and cleaned according to the park site's cleaning schedule. Plastic liners will be replaced with new liners after each trash removal. Dumpster areas are cleaned thoroughly on a monthly basis. There are 90-gallon roll-off trash cans at Folley Park that need to be emptied weekly. Trash cans need to be put in the northwest parking lot at Folley each Thursday so they can be emptied on Friday mornings by the City's solid waste trash company. Trash cans need to be redistributed in the park each Friday after they have been emptied.

The CONTRACTOR shall dispose of all materials collected in accordance with all City, County, State, and Federal laws and regulations. The CONTRACTOR shall not dispose of debris in on-site dumpsters. Debris shall be removed from the site, and the CONTRACTOR shall be solely responsible for any disposal fees (dumping charges).

2.8 Pest Management.

The CONTRACTOR must take standard precautions to manage insects, pests, and diseases and is liable for damages from any procedure failure. They must get approval from the Contract

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Administrator/designee for any chemicals used, and unauthorized use may lead to termination. The CONTRACTOR is responsible for any adverse effects from chemicals and must cover all related repair costs.

Pest control methods, including gopher management, require prior written approval. The CONTRACTOR will supply all necessary chemicals, equipment, and labor, adhering to pesticide instructions and safety standards. Pesticides must be EPA-registered, and State Chemist-approved, with all chemicals and SDS sheets, kept accessible and a spray log maintained.

Compliance with all relevant laws and regulations is mandatory, and the CONTRACTOR's staff must be licensed and certified. The CITY may request additional pest control services at no extra cost, which will be completed within four working days of notification. Rodent control is part of this agreement, and measures must minimize risk to non-targeted animals and the public.

Weed Control. Pre-emergent, post-emergent, and any other means of weed control shall be included in the Landscape Maintenance Pricing in Exhibit B. All sites are to be kept free from weeds. All areas consisting of river rock, pea gravel, decomposed granite, bare earth in planting areas, and hardscape areas shall always be free of grass and weeds. Any weed over 6" tall or more shall be manually removed. It shall be the CONTRACTOR's responsibility to ensure this is accomplished. Pre-emergent shall be applied two (2) times a year. Once in September and once in February. The CONTRACTOR has (1) month to complete the pre-emergent application. The CONTRACTOR will warranty each pre-emergent application for (6) months. Any weeds that appear within the 6-month warranty period shall be treated with post-emergent and removed by mechanical means (string trimmer or by hand). A schedule for the pre-emergent and any work done during the warranty period must be submitted to the Contract Administrator/designee the month before.

- The CONTRACTOR shall apply herbicide per the manufacturer's specifications.
- The CONTRACTOR shall be responsible for all chemicals and/or other accepted weed control methods.
- The CONTRACTOR shall achieve the manufacturer's expected results when the herbicide is applied per the manufacturer's instructions.
- The Contract Administrator/designee must approve all herbicide chemicals before application.
- The Contract Administrator/designee shall inspect all herbicide applications to determine their success.
- All herbicide applications shall be visually identifiable via spray indicator dye. The dye will be used for pre-emergent and post-emergent applications.
- The CONTRACTOR shall use a State of Arizona Commercial Licensed Herbicide Applicator. A copy of the license must be included with the response.
- The CONTRACTOR shall have a State of Arizona—Registrar of CONTRACTORs Qualifying Party on staff. A copy of the QP license must be submitted with the response.
- The CONTRACTOR shall provide the Safety Data Sheet (SDS).
- Spray Logs must be submitted at the end of the work week after the herbicide has been applied.
- The CONTRACTOR may not use Subcontractors under this agreement.

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2.9 Vandalism and Graffiti.

General.

- Any graffiti or vandalism found will be reported to the City of Chandler Police Department at (480)-782-4130, and an incident report is to be filled out. Report damage to the Contract Administrator/designee.
- Report any required repairs immediately upon discovery to the Contract Administrator/designee. Document and photograph damage as necessary.
- The City of Chandler has a Graffiti Team that will remove any graffiti found. Contact the graffiti team at (480)-782-4322. Report graffiti to the Contract Administrator/designee.

2.10 Storm Cleanup.

General.

- After a storm event, the CONTRACTOR will inspect ALL SITES for damage and report it to the Contract Administrator/designee within 2 hours.
- Forty-eight-hour clean-up response after notification of all storm-related activities jeopardizing public safety. Work includes clean-up of storm detention debris, hazardous tree and limb removal, and storm debris.
- Inspect drain covers in granite, turf, and hardscape areas at least once monthly and immediately after flooding occurs.
- Remove debris and organic materials from drain covers every month.
- Inspect and clean drains before forecasted storms begin.
- Invasive plant removal once a year or as needed.

2.11 MAINTENANCE TECHNICIANS-SPECIFICATIONS.

The City requires multiple contracted maintenance technicians in accordance with the specifications listed below. The Maintenance Technician will work eight (8) hour days Monday through Friday as required by the City and will work under the general supervision of the Park Maintenance Supervisor and, in his absence, the City Senior Maintenance Techs. The CONTRACTOR must ensure that workers pass a criminal background investigation. Bidders shall include a list of relevant qualifications for each technician proposed, including any relevant professional licenses with their proposal. Bidders shall complete the attached price sheet and submit it with their proposal in order to be considered responsive. THE CITY WILL TEST EACH MAINTENANCE TECHNICIAN THE CONTRACTOR PROVIDES IN BASIC IRRIGATION REPAIR. The test will be over repairing sprinklers, valves, lateral lines, emitters, tracing wires, etc. This contract is not a place for training contractual staff and must bring valuable experience. The Contract Administrator/designee must approve all Maintenance Technicians before being assigned to this contract.

The primary function of a Maintenance Technician is to assist the Park's Staff with the maintenance and repair of irrigation systems, playgrounds, plumbing, park furniture, fencing, doors/gates, graffiti, signage, etc., at park facilities and grounds. The CONTRACTOR will supply each Maintenance Technician with the following:

- Service Truck
- Cordless Grinder (4.5" or 5")
- 18V Cordless Drill
- Cordless Reciprocating Saw

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- Batteries and charger
- Pipe Wrenches (various sizes)
- Ratchet and Socket Set (5/16" – 1")
- Wrenches (open/box end, 5/16" – 1")
- Screw Drivers
- Hammers (Claw and 3 lb. sledge)
- Shovels (spade, square, sharpshooter)
- Channel lock wrenches (12", 16" and 20.25")
- Basic electrical tools such as wire strippers, crimpers, cutters, etc.
- General irrigation repair tools such as pipe cutter, hand saw, hand trowel, etc.

The City will provide all materials/supplies necessary for repairs.

Below is a list of essential functions that the Maintenance Technician may perform. Essential Functions are not intended to be an exhaustive list of all responsibilities, duties, and skills. They are intended to be accurate summaries of what is required to perform it. Although the Maintenance Technician should be a jack of all trades, please note that most work will be done on repairing irrigation systems in the park system.

- Performs scheduled maintenance, repair, and installation work on irrigation and plumbing systems, including automated control systems, pumping stations, and computerized controllers and radios.
- Check the Baseline System for alerts and irrigation issues.
- May be responsible for checking for proper irrigation at sites weekly.
- Responsible for checking for leaks, sprinkler coverage, plant/tree health, programming issues, or suggestions for plant/tree and turf health.
- Maintains irrigation system by cleaning debris from tap boxes, ditches, and conduits; inspecting pipeline networks for leaks; lubricating pumps, gates, and valves.
- Installs and repairs irrigation lines and valves by performing the following: digging trenches, laying new or replacing broken or defective pipes, sealing pipe joints, and installing gates and valves.
- Locates troubleshoots, and repairs control wires, valves, and pipes using metal detectors, tracers, locators, and line identifiers.
- Cleans underground irrigation lines; locates and removes blockages in lines to facilitate the flow of irrigation water.
- Identifies, locates, and marks control wires and irrigation lines in accordance with "Arizona Blue Stake" requirements.
- Identify shoring and barricading needs in the field and utility proper safety precautions related to work being performed.
- Performs various tasks involving maintenance of plumbing systems; troubleshoots plumbing problems; repairs and replaces plumbing fixtures, including sinks, toilets, faucets, and pipes; clear obstructions from water and sewer lines.
- Performs various tasks involving general park facility maintenance, remodeling, or construction projects; builds and frames walls, installs, patches, and finishes drywall; applies texture to walls; paints interior/exterior surfaces; installs, adjusts, and repairs doors and hardware, replaces windows, doors and glass panes; lubricates hardware.
- Performs maintenance, repair, and construction work on concrete structures, including sidewalks, walkways, fountains, recreation courts, walls, and related areas; builds

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concrete forms; pours/finishes concrete; and repairs surface cracks.

- Performs graffiti removal.
- Performs compliance inspections, testing, and repairs of playground equipment, athletic equipment, and general grounds.
- Operates a variety of mechanical tools and equipment such as power saws, power sanders, drills, paint sprayers, welders, plumbing snakes, rodders, routers, grinders, electric generators, and sump pumps.
- Performs general cleaning/maintenance tasks necessary to keep vehicles, equipment, and tools in operable condition, which may include inspecting equipment, checking fluid levels, replacing fluids, greasing equipment, replacing parts, washing/cleaning equipment, or cleaning shop/work areas; monitors equipment operations to maintain efficiency and safety.
- Communicate with other City employees, vendors, management, and CONTRACTORs to determine the nature of the problem and the best repair method.
- Performs general tasks in support of Department and City special events; sets up areas for events; lifts and moves equipment, furniture, and heavy materials; checks electrical outlets for power; loads, transports, and unloads equipment.
- Performs all work duties and activities in accordance with City policies and procedures.
- Works in a safe manner and reports unsafe activities, conditions, and faulty equipment.

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EXHIBIT B
PRICE PROPOSAL PAGE

#	FMA MAP	PARK NAME	ADDRESS	PARK AREA	LANDSCAPE ACRES	Total Monthly Unit Price	QTY	Total Annual Cost
1	46	ARBUCKLE PARK	1100 S NORMAN WAY	Park	3.63	$ 2,042.00	12	$ 24,504.00
2	25	ARROWHEAD AQUATIC CENTER	1475 W. ERIE ST.	Pool	0.30	$ 773.00	12	$ 9,276.00
3	28	ASHLEY TRAIL	629 N TOWER AV	Park	2.55	$ 1,510.00	12	$ 18,120.00
4	62	BLUE HERON PARK	1399 W LAKE DR	Park	1.26	$ 918.00	12	$ 11,016.00
5	27	BOYS & GIRLS CLUB	300 E CHANDLER BL	Park	2.2	$ 1,212.00	12	$ 14,544.00
6	02	DESERT OASIS PARK & AQUATIC CENTER	1400 W SUMMIT PL	Park	1.05	$ 645.00	12	$ 7,740.00
7	27	EAST MINI PARK	605 E ERIE ST	Park	0.03	$ 224.00	12	$ 2,688.00
8	38	FOLLEY PARK & AQUATIC CENTER - (Landscape)	601 E FRYE RD	Park	7.14	$ 6,527.00	12	$ 78,324.00
9	56	FOX CROSSING PARK	3572 S SANDPIPER DR	Park	2.35	$ 1,159.00	12	$ 13,908.00
10	56	HAMILTON AQUATIC CENTER	3838 S. ARIZONA AVE.	Pool	0.48	$ 430.00	12	$ 5,160.00
11	38	HARRIS PARK	150 E ELGIN ST	Park	0.54	$ 487.00	12	$ 5,844.00
12	39	HOMESTEAD NORTH PARK	1925 E. FRYE RD.	Park	2.5	$ 2,020.00	12	$ 24,240.00
13	28	JACKRABBIT PARK	1750 E THATCHER BL	Park	3.01	$ 1,195.00	12	$ 14,340.00
14	78	LA PALOMA PARK	6579 S AMANDA BL	Park	5.17	$ 1,911.00	12	$ 22,932.00
15	58	LANTANA RANCH PARK	1250 E. APPLEBY RD.	Park	5.1	$ 2,976.00	12	$ 35,712.00
16	24	LOS ALTOS PARK	406 N LOS ALTOS DR	Park	0.83	$ 487.00	12	$ 5,844.00
17	74	MESQUITE GROVES AQUATIC CENTER	5901 S. HILLCREST DR.	Pool	7.0	$ 2,838.00	12	$ 34,056.00
18	31	NOZOMI PARK & AQUATIC CENTER	250 S KYRENE RD	Park	5.02	$ 2,273.00	12	$ 27,276.00
19	26	PARK MANORS PARK	395 W ERIE ST	Park	0.22	$ 287.00	12	$ 3,444.00
20	29	PASEO TRAIL A & MAMMOTH PARK	GALVESTON ST TO CHANDLER BL	Park	3.68	$ 1,239.00	12	$ 14,868.00
21	39	PASEO TRAIL B	COOPER TO PECOS	Park	3.74	$ 909.00	12	$ 10,908.00
22	45	PASEO TRAIL C & CANYON OAKS	PECOS RD TO GERMANN RD	Park	12.54	$ 2,432.00	12	$ 29,184.00
23	51	PASEO TRAIL D	GERMANN TO QUEEN CREEK	Park	4.31	$ 706.00	12	$ 8,472.00
24	58	PASEO TRAIL E (future 1.56 acres)	QUEEN CREEK TO McQUEEN	Park	n/a	n/a	n/a	n/a
25	57	PASEO TRAIL F	McQUEEN RD TO OCOTILLO RD	Park	2.27	$ 803.00	12	$ 9,636.00
26	64	PASEO TRAIL G	OCOTILLO RD TO CHANDLER HEIGHTS	Park	3.62	$ 707.00	12	$ 8484.00

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EXHIBIT B – LANDSCAPE MAINTENANCE PRICING

27	70	PASEO TRAIL H & PASEO CROSSING	CHANDLER HEIGHTS TO RIGGS AT CANAL	Park	5.93	$ 803.00	12	$ 9,636.00
28	70	PASEO TRAIL H & ROCKWOOD ESTATES	CHANDLER HEIGHTS TO RIGGS AT CANAL	Park	5.05	$ 1,392.00	12	$ 16,704.00
29	76	PASEO TRAIL I	RIGGS TO 116TH ST	Park	0.7	$ 572.00	12	$ 6,864.00
30	57	PASEO VISTA RECREATION AREA	3850 S McQUEEN RD	Park	30.81	$ 5,164.00	12	$ 61,968.00
31	42	PECOS RANCH PARK	1555 W MAPLEWOOD ST	Park	4.61	$ 1,855.00	12	$ 22,260.00
32	34	PUEBLO ALTO PARK	3948 W CALLE SEGUNDA	Park	0.17	$ 270.00	12	$ 3,240.00
33	65	QUAIL HAVEN PARK	4675 S ADAMS AV	Park	6.10	$ 2,150.00	12	$ 25,800.00
34	62	SNEDIGAR PARK EAST & WEST	4500 S BASHA RD	Park	16.6	$ 13,227.0	12	$ 158,724.00
35	03	SUMMIT POINT PARK	528 W BOXELDER PL	Park	0.25	$ 365.00	12	$ 4,380.00
36	38	WASHINGTON LOT	150 E ELGIN ST	Park	0.1	$ 250.00	12	$ 3,000.00
37	38	WINN PARK	56 E MORELOS ST	Park	0.22	$ 486.00	12	$ 5,832.00

EXHIBIT B – LANDSCAPE MAINTENANCE PRICING

#	FMA MAP	NON-PARK NAME	ADDRESS	PARK AREA	LANDSCAPE ACRES	Total Monthly Unit Price	QTY	Total Annual Cost
38	37	AZ AVE MEDIANS & SIDEWALK	ARIZONA AVE-FRYE RD TO PECOS RD	Non-Park	1.43	$ 2,299.00	12	$ 27,588.00
39	63	BASHA RD CANAL	OCOTILLO RD TO SNEDIGAR WEST PARK	Non-Park	0.92	$ 1,157.00	12	$ 13,884.00
40	26	CENTER FOR THE ARTS	250 N. ARIZONA AVE.	Building	1.0	$ 1,650.00	12	$ 19,800.00
41	34	CHANDLER MUSEUM / MCCULLOUGH-PRICE HOUSE	300 S CHANDLER VILLAGE DR	Non-Park	1.76	$ 1,455.00	12	$ 17,460.00
42	37	COMMONWEALTH CANAL	SAN MARCOS PL TO ESSEX ST	Non-Park	0.55	$ 699.00	12	$ 8,388.00
43	22	DESERT BREEZE BL (ROW)	DESERT BREEZE BL & McCLINTOCK DR	Non-Park	2.94	$ 1,346.00	12	$ 16,152.00
44	22	DESERT BREEZE POLICE SUBSTATION	251 N DESERT BREEZE BL W	Non-Park	2.75	$ 831.00	12	$ 9,972.00
45	37	DOWNTOWN AREAS	RANDOM SITES	Non-Park	2.2	$ 1,109.00	12	$ 13,308.00
46	45	FIRE STATION 1	1491 E PECOS RD	Non-Park	3.40	$ 1,310.00	12	$ 15,720.00
47	71	FIRE STATION 10	5211 S McQUEEN RD	Non-Park	2.37	$ 830.00	12	$ 9,960.00
48	66	FIRE STATION 11	4200 S GILBERT RD	Non-Park	1.59	$ 506.00	12	$ 6,072.00
49	16	FIRE STATION 2	1911 N ALMA SCHOOL RD	Non-Park	0.91	$ 349.00	12	$ 4,188.00
50	35	FIRE STATION 3	275 S ELLIS ST	Non-Park	1.92	$ 435.00	12	$ 5,220.00

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EXHIBIT B – LANDSCAPE MAINTENANCE PRICING

51	21	FIRE STATION 4	295 N KYRENE RD	Non-Park	1.14	$ 435.00	12	$ 5,220.00
52	55	FIRE STATION 5	1775 W QUEEN CREEK RD	Non-Park	1.33	$ 349.00	12	$ 4,188.00
53	27	FIRE STATION 6	911 N JACKSON ST	Non-Park	1.06	$ 401.00	12	$ 4,812.00
54	78	FIRE STATION 7	6200 S GILBERT RD	Non-Park	1.37	$ 445.00	12	$ 5,340.00
55	37	FIRE STATION 8	711 W FRYE RD	Non-Park	1.63	$ 772.00	12	$ 9,264.00
56	22	FIRE STATION 9	211 N DESERT BREEZE BL	Non-Park	2.23	$ 800.00	12	$ 9,600.00
57	35	FIRE SUPPORT FACILITY	163 S PRICE RD	Non-Park	1.09	$ 490.00	12	$ 5,880.00
58	54	FIRE TRAINING CENTER	3550 S DOBSON RD	Non-Park	6.36	$ 1,070.00	12	$ 12,840.00
59	37	OREGON ST PARKING GARAGE	160 S OREGON ST	Non-Park	0.45	$ 319.00	12	$ 3,828.00
60	37	OVERSTREET POCKET PARK	NWC OREGON ST & BUFFALO ST	Non-Park	0.05	$ 230.00	12	$ 2,760.00
61	54	PUBLIC SAFETY ACADEMY	3670 S DOBSON RD	Non-Park	2.56	$ 477.00	12	$ 5,724.00
62	27	SUMMERSET (ROW)	VARIOUS LOCATIONS (see FMA map)	Non-Park	2.71	$ 912.00	12	$ 10,944.00
63	28	TRADITIONS EAST & WEST (ROW)	N SIDE OF E THATCHER BL	Non-Park	4.11	$ 1,471.00	12	$ 17,652.00
64	68	VETERANS OASIS MEMORIAL	4050 E. CHANDLER HEIGHTS	Non-Park	0.6	$ 370.00	12	$ 4,440.00
65	38	WASHINGTON STREET	FRYE RD. TO ELGIN ST.	Non-Park	0.3	$ 235.00	12	$ 2,820.00
66	37	POLICE PROPERTY & EVIDENCE FACILITY	576 W. PECOS RD.	Non-Park	4.40	$ 516.00	12	$ 6,192.00
67	37	VACANT LOT EAST OF POLICE PROPERTY	576 W. PECOS RD.	Non-Park	3.50	$ 722.00	4	$ 2,888.00
68	38	POLICE HAMITON FACILITY	911 S. HAMILTON ST.	Non-Park	0.70	$ 380.00	12	$ 4,560.00
69	44	VACANT ARMSTRONG LOT	975 E. ARMSTRONG WAY	Non-Park	19.20	$ 2,744.00	4	$ 10,976.00

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EXHIBIT C – EXTRA WORK RATES
(With prior written authorization from CITY)

MAINTENANCE ACTIVITY		RATES per HOUR,ETC.
Power Washing park facilities/amenities (including spray equipment)		$ 50.00 /Hr.
Emergency After Hours 3 Man Crew with Equipment (per man hour)		$ 170.00 /Hr.
Weed control – non-turf (per acre/including materials)		$ 245.00/acre
Weed control – turf (per acre/including materials)		$ 225.00 /acre
Certified Arborist / Tree Worker		$ 95.00 /Hr.
Ballfield Prep (1) Field– Extra Work (wet, drag, chalk, and paint)		$ 76.00 /ea.
General Labor		$ 40.00 /Hr.
Irrigation Technician Labor		$ 60.00 /Hr.
Irrigation Supplies (cost plus markup percentage)		15 %
Turf Aeration		$ 80.00 /acre
Turf Mowing / Edge Trimming		$ 80.00/acre
Turf Fertilization		$ 230.00 /acre
Turf Scalping		$ 160.00 /acre
Turf Over Seeding		$ 1,525.00 /acre
Landscape Trimming (extra work)		$ 40.00 /Hr.
Pest Control (rodents and insects)		$ 45.00 /Hr.
Landscape tractor with operator (blade/rake/gannon, etc.)		$ 85.00 /Hr.
Crane with operator		$ 450.00 /Hr.
Backhoe with operator		$ 150.00 /Hr.
Bobcat (skid-steer) with operator		$ 85.00 /Hr.
Granite Install (including material) Rock Size ¼" minus at 2" thick		$ 41,905.00 /acre
Granite Install (including material) Rock Size 3/4" screened at 2" thick		$ 31,840 /acre
Woody Mulch (per cubic yard)		$ 65.00 /yds
Stump Removal (per diameter inch)		$ 11.00/inch
Tree Removal under 30" DBH		$ 26.00 /inch
Tree Removal over 30" DBH		$ 44.00 /inch
Tree Pruning (per DBH inch)		$ 12.00 /inch
Tree Planting 15 gallons (per tree) Price includes material and labor		$ 125.00 /ea.
Tree Planting 24-inch box (per tree) Price includes material and labor		$ 395.00 /ea.
Tree Planting 36-inch box (per tree) Price includes material and labor		$ 800.00/ea.
Tree Planting 48-inch box (per tree) Price includes material and labor		$ 2,350.00 /ea.
Shrub Planting 1 gallon (per plant) Price includes material and labor		$ 12.00 /ea.
Shrub Planting 5 gallons (per plant) Price includes material and labor		$ 45.00 /ea.
Shrub Planting 15 gallons (per plant) Price includes material and labor		$ 95.00 /ea.
Saguaro Planting (per foot of height) Price includes material and labor		$ 215.00 /ft.
Date Palm Planting (per foot of height) Price includes material and labor		$ 285.00 /ft.
Palm Tree Skinning (per linear foot)		$ 22.50 /lft.
Palm Tree Trimming with one (1) year growth	Mexican Fan Palm	$ 75.00 /tree
	Date Palm	$ 95.00 /tree
	Queen Palm	$ 35.00/tree

The City will require multiple contracted Maintenance Technicians in this agreement.

Description	Quantity	Monthly Price Per Technician	Annual Price Per Technician
Maintenance Technician in Accordance with Specifications	**1**	**$** 8,840.00	**$** 106,080.00

****NOTE – NO FUEL SURCHARGES WILL BE ACCEPTED ON ANY PORTION OF THE RESULTING CONTRACT.**

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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 occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products

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and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

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

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

Additional Policy Provisions Required.

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

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

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

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

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

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

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three

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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 this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be

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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.

3. Additional City Rights Regarding Security Inquiries. In addition to the foregoing, City reserves the

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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 - PARKS & FACILITIES – LOCATIONS & DESCRIPTIONS OF PARKS AND NON-PARK AREAS

#	FMA MAP	PARK NAME	ADDRESS	PARK/NON-PARK	LANDSCAPE ACRES	TOTAL SITE ACRES
1	46	ARBUCKLE PARK	1100 S NORMAN WAY	Park	3.63	8.33
2	25	ARROWHEAD AQUATIC CENTER	1475 W. ERIE ST.	Pool	0.3	1.9
3	28	ASHLEY TRAIL	629 N TOWER AV	Park	2.55	2.55
4	62	BLUE HERON PARK	1399 W LAKE DR	Park	1.26	3.12
5	27	BOYS & GIRLS CLUB	300 E CHANDLER BL	Park	2.2	5.49
6	02	DESERT OASIS PARK & AQUATIC CENTER	1400 W SUMMIT PL	Park-Pool	1.05	2.16
7	27	EAST MINI PARK	605 E ERIE ST	Park	0.03	0.36
8	38	FOLLEY PARK & AQUATIC CENTER	601 E FRYE RD	Park-Pool	7.14	20.23
9	56	FOX CROSSING PARK	3572 S SANDPIPER DR	Park	2.35	5.55
10	56	HAMILTON AQUATIC CENTER	3838 S. ARIZONA AVE.	Pool	0.48	1.89
11	38	HARRIS PARK	150 E ELGIN ST	Park	0.54	0.87
12	39	HOMESTEAD NORTH PARK	1925 E. FRYE RD.	Park	2.5	7.0
13	28	JACKRABBIT PARK	1750 E THATCHER BL	Park	3.01	3.93
14	78	LA PALOMA PARK	6579 S AMANDA BL	Park	5.17	15.67
15	58	LANTANA RANCH PARK	1250 E. APPLEBY RD.	Park	5.1	8.4
16	24	LOS ALTOS PARK	406 N LOS ALTOS DR	Park	0.83	1.22
17	74	MESQUITE GROVES AQUATIC CENTER	5901 S. HILLCREST DR.	Pool	7.0	11.8
18	31	NOZOMI PARK & AQUATIC CENTER	250 S KYRENE RD	Park-Pool	5.02	21.36
19	26	PARK MANORS PARK	395 W ERIE ST	Park	0.22	0.44
20	29	PASEO TRAIL A & MAMMOTH PARK	GALVESTON ST TO CHANDLER BL	Park	3.68	4.23
21	39	PASEO TRAIL B	COOPER TO PECOS	Park	3.74	3.74
22	45	PASEO TRAIL C & CANYON OAKS	PECOS RD TO GERMANN RD	Park	12.54	12.54
23	51	PASEO TRAIL D	GERMANN TO QUEEN CREEK	Park	4.31	4.31
24	58	PASEO TRAIL E (future 1.56 acres)	QUEEN CREEK TO McQUEEN	Park	n/a	n/a
25	57	PASEO TRAIL F	McQUEEN RD TO OCOTILLO RD	Park	2.27	2.27
26	64	PASEO TRAIL G	OCOTILLO RD TO CHANDLER HEIGHTS	Park	3.62	3.62
27	70	PASEO TRAIL H & PASEO CROSSING	CHANDLER HEIGHTS TO RIGGS AT CANAL	Park	5.93	5.93
28	70	PASEO TRAIL H & ROCKWOOD ESTATES	CHANDLER HEIGHTS TO RIGGS AT CANAL	Park	5.05	5.05
29	76	PASEO TRAIL I	RIGGS TO 116TH ST	Park	0.7	0.7
30	57	PASEO VISTA RECREATION AREA	3850 S McQUEEN RD	Park	30.81	61.95
31	42	PECOS RANCH PARK	1555 W MAPLEWOOD ST	Park	4.61	11.25
32	34	PUEBLO ALTO PARK	3948 W CALLE SEGUNDA	Park	0.17	0.25
33	65	QUAIL HAVEN PARK	4675 S ADAMS AV	Park	6.10	9.77
34	62	SNEDIGAR PARK EAST AND WEST	4500 S BASHA RD	Park	16.6	99.0
35	03	SUMMIT POINT PARK	528 W BOXELDER PL	Park	0.25	0.33
36	38	WASHINGTON LOT	150 E ELGIN ST	Park	.01	0.3
37	38	WINN PARK	56 E MORELOS ST	Park	0.22	0.79
				Total:	**150.99**	**348.30**

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EXHIBIT E - PARKS & FACILITIES – LOCATIONS & DESCRIPTIONS OF PARKS AND NON-PARK AREAS

#	FMA MAP	NON-PARK NAME	ADDRESS	PARK/NON-PARK	LANDSCAPE ACRES	TOTAL SITE ACRES
38	37	AZ AVE MEDIANS & SIDEWALK	ARIZONA AVE-FRYE RD TO PECOS RD	Non-Park	1.43	1.43
39	63	BASHA RD CANAL	OCOTILLO RD TO SNEDIGAR WEST PARK	Non-Park	0.92	0.92
40	26	CENTER FOR THE ARTS	250 N. ARIZONA AVE.	Building	1.0	3.5
41	34	CHANDLER MUSEUM / MCCULLOUGH-PRICE HOUSE	300 S CHANDLER VILLAGE DR	Non-Park	1.76	2.11
42	37	COMMONWEALTH CANAL	SAN MARCOS PL TO ESSEX ST	Non-Park	0.55	0.55
43	22	DESERT BREEZE BL (ROW)	DESERT BREEZE BL & McCLINTOCK DR	Non-Park	2.94	2.94
44	22	DESERT BREEZE POLICE SUBSTATION	251 N DESERT BREEZE BL W	Non-Park	2.75	3.62
45	37	DOWNTOWN AREAS	RANDOM SITES	Non-Park	2.2	2.2
46	45	FIRE STATION 1	1491 E PECOS RD	Non-Park	3.40	3.73
47	71	FIRE STATION 10	5211 S McQUEEN RD	Non-Park	2.37	2.60
48	66	FIRE STATION 11	4200 S GILBERT RD	Non-Park	1.59	1.85
49	16	FIRE STATION 2	1911 N ALMA SCHOOL RD	Non-Park	0.91	1.06
50	35	FIRE STATION 3	275 S ELLIS ST	Non-Park	1.92	2.20
51	21	FIRE STATION 4	295 N KYRENE RD	Non-Park	1.14	1.30
52	55	FIRE STATION 5	1775 W QUEEN CREEK RD	Non-Park	1.33	1.51
53	27	FIRE STATION 6	911 N JACKSON ST	Non-Park	1.06	1.42
54	78	FIRE STATION 7	6200 S GILBERT RD	Non-Park	1.37	1.65
55	37	FIRE STATION 8	711 W FRYE RD	Non-Park	1.63	1.87
56	22	FIRE STATION 9	211 N DESERT BREEZE BL	Non-Park	2.23	2.96
57	35	FIRE SUPPORT FACILITY	163 S PRICE RD	Non-Park	1.09	1.46
58	54	FIRE TRAINING CENTER	3550 S DOBSON RD	Non-Park	6.36	6.89
59	37	OREGON ST PARKING GARAGE	160 S OREGON ST	Non-Park	0.45	1.77
60	37	OVERSTREET POCKET PARK	NWC OREGON ST & BUFFALO ST	Non-Park	0.05	0.05
61	54	PUBLIC SAFETY ACADEMY	3670 S DOBSON RD	Non-Park	2.56	3.09
62	27	SUMMERSET (ROW)	VARIOUS LOCATIONS (see FMA map)	Non-Park	2.71	2.71
63	28	TRADITIONS EAST & WEST (ROW)	N SIDE OF E THATCHER BL	Non-Park	4.11	4.54
64	68	VETERANS OASIS MEMORIAL	4050 E. CHANDLER HEIGHTS	Non-Park	0.6	0.6
65	38	WASHINGTON STREET	FRYE RD. TO ELGIN ST.	Non-Park	0.3	0.3
66	37	POLICE PROPERTY & EVIDENCE FACILITY	576 W. PECOS RD.	Non-Park	4.4	4.4
67	37	VACANT LOT EAST OF POLICE PROPERTY	576 W. PECOS RD.	Non-Park	3.5	3.5
68	38	POLICE HAMILTON FACILITY	911 S. HAMILTON ST.	Non-Park	0.7	0.7
69	44	VACANT ARMSTRONG LOT	975 E. ARMSTRONG WAY	Non-Park	19.2	19.2
				Total:	**78.53**	**88.63**
					Landscape	**Site**
			Park Totals:		**150.99**	**348.30**
			Non-Park Totals:		**78.53**	**88.63**
			Grand Totals:		**229.52**	**436.93**

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EXHIBIT F
CONTRACTOR EQUIPMENT LIST

CONTRACTOR'S EQUIPMENT LISTING (USED FOR THIS AGREEMENT ONLY)				
Quantity	**Year**	**Make/Model**	**Description**	**Own/Lease/Rent**
53	Various	Dodge Rams, 1500 & 2500	Crew Trucks	Own/Lease
39	Various	Parker	Debris Trailers	Own
9	Various	Parker	Transport Trailers	Own
4	Various	Parker	Irrigation Trailers	Own
2	Various	Dodge Ram 2500	250 Gallon Spray Truck/Rig	Own
1	Various	Gator Utility Vehicle	100 Gallon Spray Rig/Utility Vehicle	Own
1	Various	Gator Utility Vehicle	200 Gallon Spray Rig/Utility Vehicle	Own
4	Various	eXmark Mowers	60" Riding Mowers	Own/Lease
10	Various	eXmark Mowers	48" Riding Mowers	Own/Lease
15	Various	eXmark Mowers	21" Deck Mowers	Own
36	Various	Echo 770H	Backpack Blowers	Own
36	Various	Echo SRM225	Gas Trimmers	Own
32	Various	Echo HC-155	Hedge Trimmers	Own
5	Various	Echo PB251	Handheld Blowers	Own
4	Various	Echo TE260	Lawn Edgers	Own
15	Various	Stihl MS170	20" Bar Chainsaws	Own
Equipment assigned to each Crew:				
Two-Cycle (Trimmers, Hedgers, Pole Saws, and Blowers)				
Non-powered Equipment (Hula Hoes, Rakes, Loppers, Hand Pruners, Shovels, and Pole Pounders)				

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EXHIBIT G

High Frequency Playground Inspection (Bi-Weekly)

PLAYGROUND:		INSPECTED BY:		DATE AND TIME INSPECTED:	

Instructions: Use this form to complete a visual inspection of the playground. Note any broken or damaged playground equipment in the comments section below. Engineered Wood Fiber safety surfacing needs to be leveled (raked) to fill in low spots especially under swings and slide exit regions. Unitary surfaces, such as poured-in-place rubber surfacing, needs to be blown free of debris.

Walk-through Visual Check/ Routine Maintenance/ Cleaning Tasks

GENERAL AREA	OK	Maintenance or Repair Required Y/N	IF Maintenance or Repair is Required, EXPLAIN WITH SPECIFICS* Description of the item	CORRECTIVE ACTION	
				IDENTIFY	DATE Notified
Area free of all trash, broken glass, weeds, and storm remnants.					
All walkways/trails are free from trip hazards.					
Playground is free from hazards created by vandalism or user modifications.					
Playground benches are damage-free.					
Playground is overhead hazard free.					
Playground is insect, bee, wasp, ant, mold, weed, and grass free.					
PROTECTIVE SURFACING					
Surfaces are free from all debris and foreign materials.					
Loose fill surfaces are at the correct levels, particularly under swings and slide exits.					
Loose fill surfaces are raked to proper depths, and are not compacted.					
All rubber safety surfaces or artificial turf surfaces are intact and free from trip hazards.					
There are no exposed footings or concrete areas.					
PLAYGROUND EQUIPMENT					
There are no damaged, loose, vandalized, or missing parts.					
Equipment is not bent and is stable.					
Equipment free from sharp points, corners or edges.					
There are no user modifications (If found remove immediately).					
All moving parts, like swing seats and chains, are in good working order.					
The playground is free from hazards on the equipment such as sharps, glass, or any other hazard.					
Belt and Bucket swings have no sharp metal near pivot points.					
Chains are not worn and rusted throughout.					

OTHER (PLEASE SPECIFY):

Codes	✓ = Okay	M = Maintenance	R = Repair Required	O = Outstanding	P = Parts Needed	X = Corrected

Inspection Comments:

This form shall be completed by the Contractor assigned to playground inspections. Contractor shall review, sign and take necessary actions in order to correct unacceptable playground conditions or damage. Major playground deficiencies and required modifications will be completed by the City staff. After completion, this form shall be turned into the Contract Administrator/Designee for review.

Reviewed By: _____ Date: _____

*Additional Comments are available on back of sheet

02-06-2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

High Frequency Playground Inspection (Bi-Weekly)

Codes

The following codes are used to indicate the present condition of the equipment

Code	Explanation
✓ = Okay	A check mark indicates that the component has been checked and that the conditions are satisfactory.
M = Maintenance	An "M" indicates that the condition was corrected during the inspection. Examples would be tightening hardware or removing of debris.
R = Repair Required	An "R" indicates that repairs cannot be readily completed during the daily inspection and follow up repairs will be necessary by the Playground Team. **If the condition could present a hazard to users, the Playground Safety Inspector shall be notified immediately and the equipment shall be taken out of service until the repairs can be made.** When the repairs have been made, indicate so by marking an "X" for completed maintenance.
O = Outstanding	An "O" indicates that a serious hazard may be present requiring additional action or that the daily inspector wants or needs a second opinion. **If the condition could present a hazard to users, the Playground Safety Inspector shall be notified immediately and the equipment shall be taken out of service until the repairs can be made**. When the repairs have been made, indicate so by marking an "X" for completed maintenance. Examples: ** The Daily inspector may not have the authority to order the removal of a piece of equipment. ** The Daily inspector may be unsure of the existence of a protrusion or entanglement hazard and needs to consult with the Playground Safety Inspector. ** The structural integrity of a piece of equipment is in question and the structural engineer must be consulted.
P = Parts Needed	A "P" indicates that replacement parts are required and need to be ordered and installed. **To have parts ordered contact the Playground Safety Inspector. If the condition could present a hazard to users, the Playground Safety Inspector shall be notified immediately and the equipment shall be taken out of service until the repairs can be made**. When the repairs have been made, indicate so by marking an "X" for completed maintenance.
X = Corrected	An "X" indicates that all necessary work and actions have been taken to repair, replace or remove and unacceptable condition. **Make certain that the date of correction is written beside the "X".**
Note: This is a high frequency report and designed as a visual assessment of the play area, play equipment, and play surfacing. Frequently used playgrounds may require a more detailed report by a staff member experienced in repair and playground inspection. Always consult manufacturer's maintenance instructions for inspection schedules and replacement parts. "Maintenance schedules should be developed based upon actual or anticipated playground use" (CPSC). Retain all inspection reports to assist in developing comprehensive maintenance programs, inspection schedules, and for future planning.	

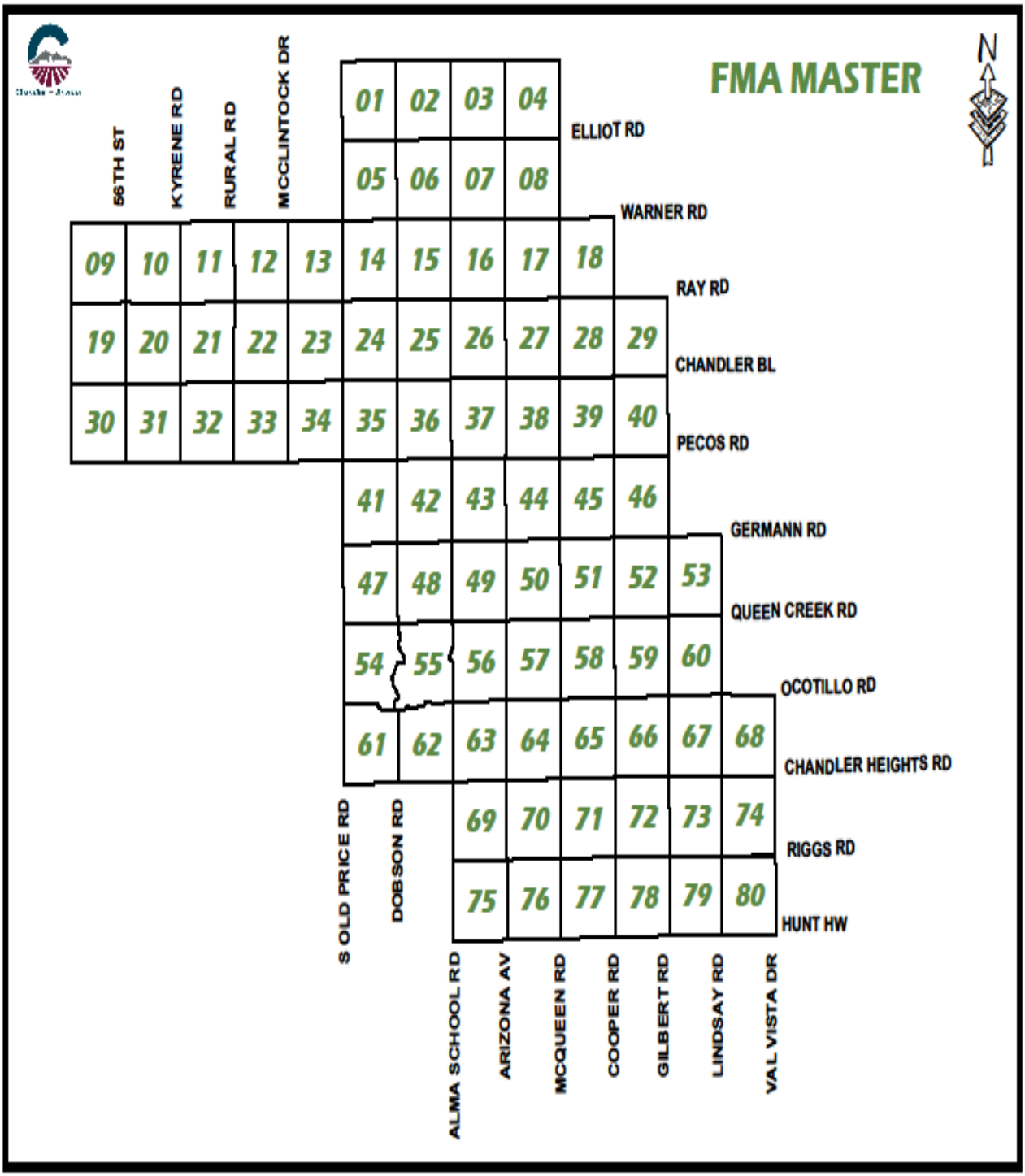
ADDITIONAL COMMENTS:

*Additional Comments are available on back of sheet

02-06-2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

EXHIBIT H- LOCATIONS and MAPS



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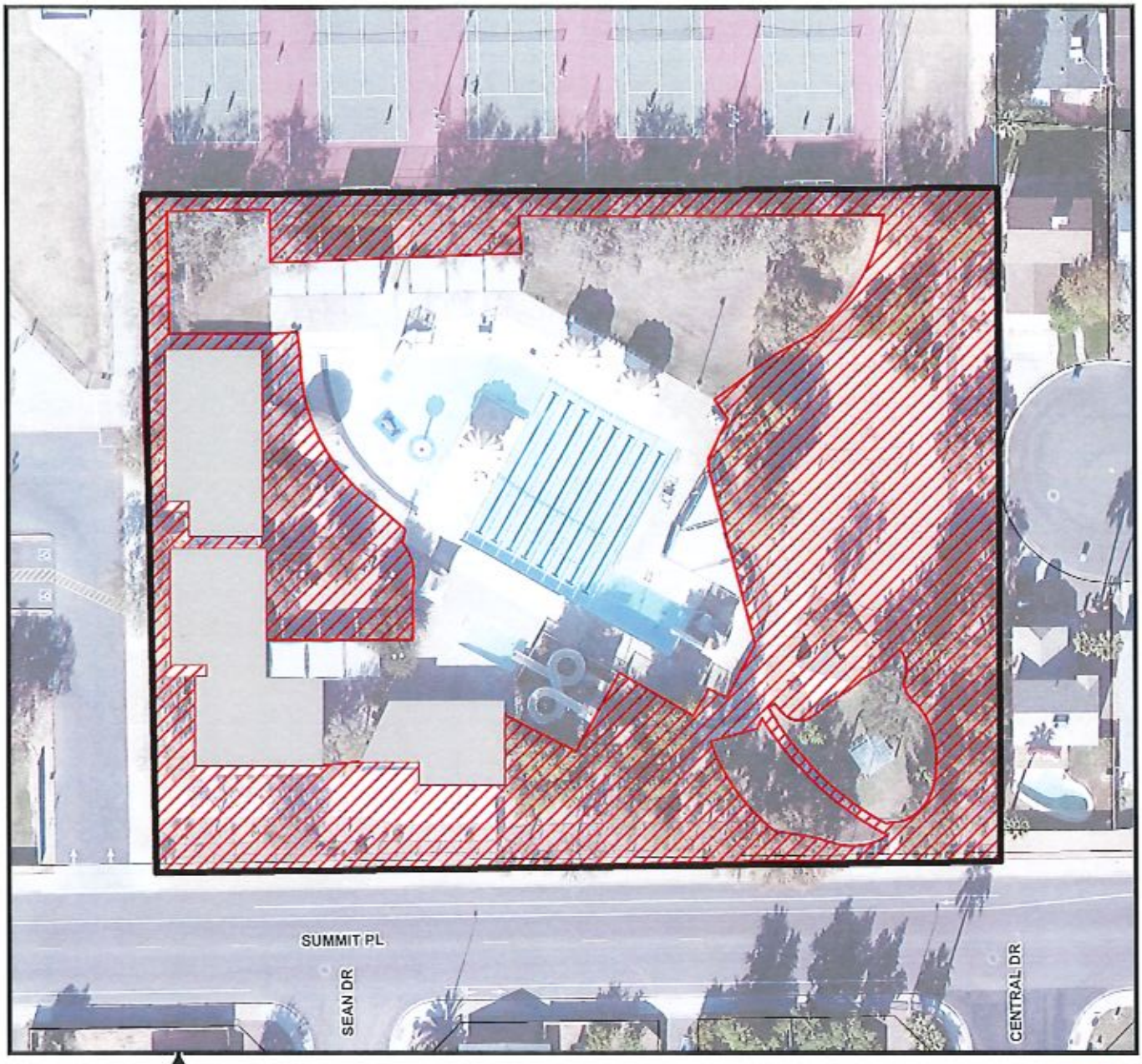


DESERT OASIS PARK & AQUATIC CENTER

1400 W SUMMIT PL

Chandler - Arizona

LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 1.05
TOTAL SITE ACRES = 2.16

SITE LIMITS
LANDSCAPE
EXIST BUILDING

* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 02

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

SUMMIT POINT PARK
528 W BOXELDER PL

Chandler - Arizona

LANDSCAPE QUANTITIES
CONTRACT LANDSCAPE ACRES = 0.25
TOTAL SITE ACRES = 0.33

SITE LIMITS
LANDSCAPE

* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

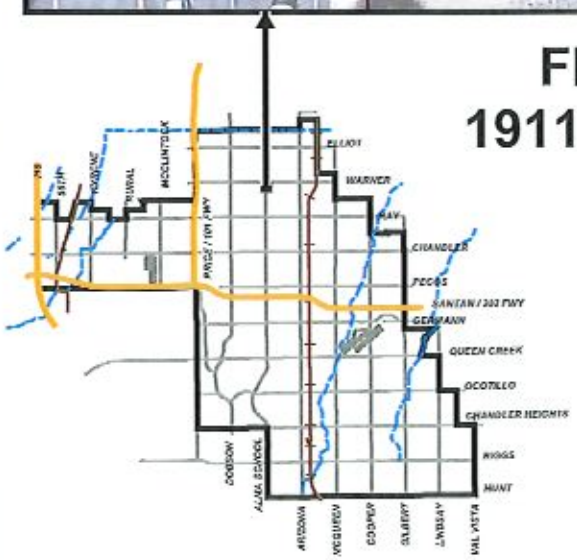
FMA 03

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

FIRE STATION NO. 2
1911 N ALMA SCHOOL RD

Chandler - Arizona



LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 0.91

TOTAL SITE ACRES = 1.06

SITE LIMITS

LANDSCAPE

EXIST BUILDING

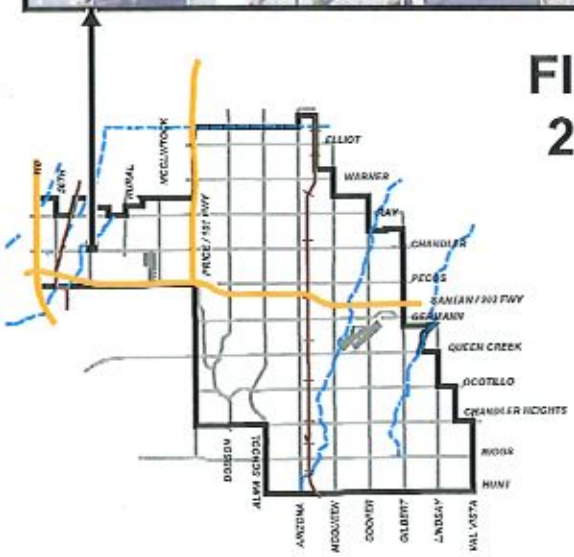
* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 16

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084



FIRE STATION NO 4
295 N KYRENE RD

Chandler - Arizona

LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 1.14
TOTAL SITE ACRES = 1.30

SITE LIMITS
LANDSCAPE
EXIST BUILDING

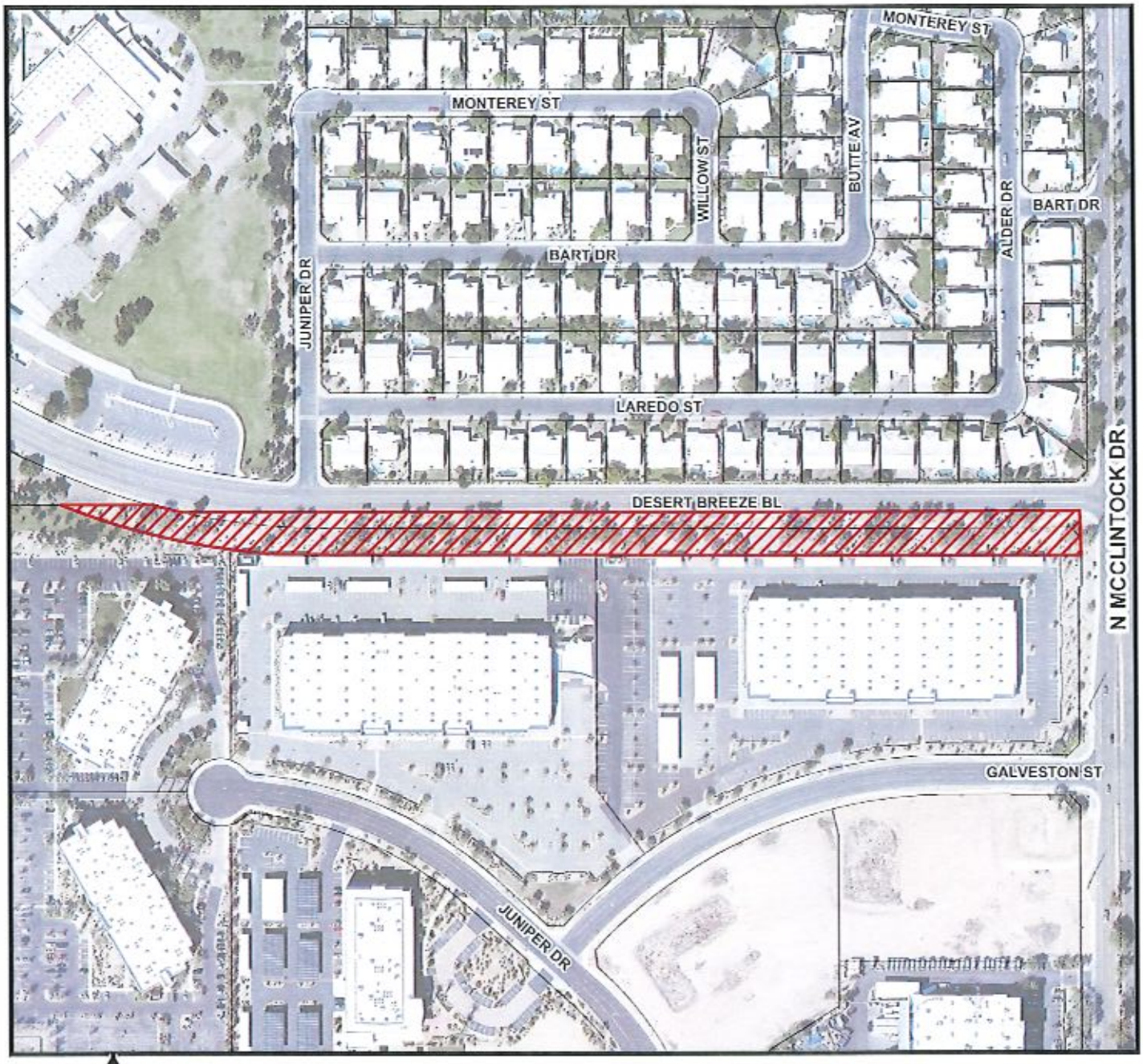
* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 21

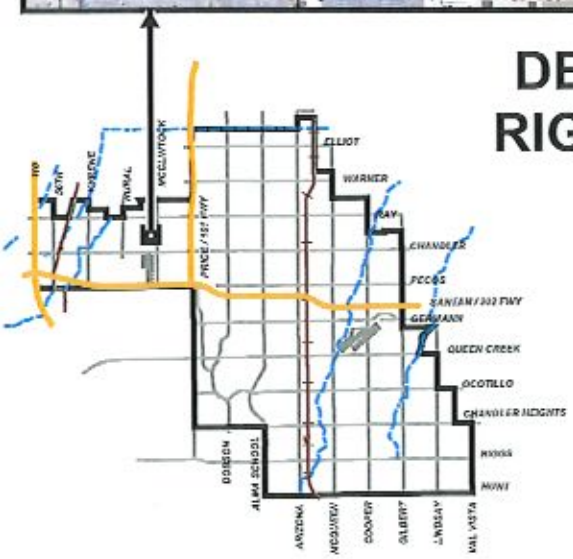
PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084



DESERT BREEZE BL
RIGHT-OF-WAY (ROW)

Chandler - Arizona



LANDSCAPE QUANTITIES
CONTRACT LANDSCAPE ACRES = 2.94

LANDSCAPE

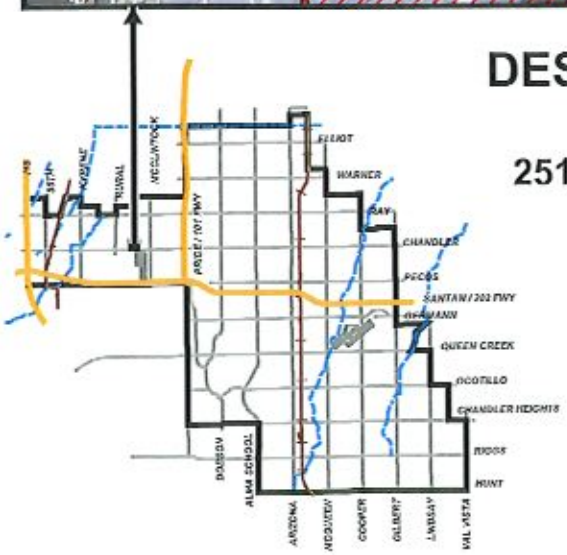
* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 22

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084



DESERT BREEZE POLICE SUBSTATION

251 N DESERT BREEZE BL W

Chandler - Arizona

LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 2.75
TOTAL SITE ACRES = 3.62

SITE LIMITS
EXIST BUILDING
LANDSCAPE

* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 22

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

FIRE STATION NO. 9
211 N DESERT BREEZE BL

Chandler - Arizona

LANDSCAPE QUANTITIES
CONTRACT LANDSCAPE ACRES = 2.23
TOTAL SITE ACRES = 2.96

SITE LIMITS
LANDSCAPE
EXIST BUILDING

* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 22

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

LOS ALTOS PARK
406 N ALTOS DR

Chandler · Arizona

LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 0.83
TOTAL SITE ACRES = 1.22

SITE LIMITS
LANDSCAPE

* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 24

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

PARK MANORS PARK
395 W ERIE ST

Chandler - Arizona

LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 0.22
TOTAL SITE ACRES = 0.44

SITE LIMITS
LANDSCAPE

* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

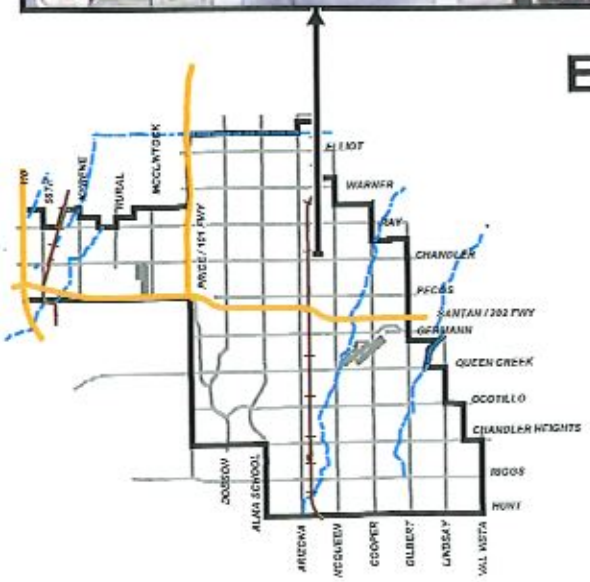
FMA 26

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

EAST MINI PARK
605 E ERIE ST

Chandler · Arizona



LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 0.03
TOTAL SITE ACRES = 0.36

SITE LIMITS
LANDSCAPE
NOT INCLUDED IN SITE LIMITS

* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 27

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

FIRE STATION NO. 6
911 N JACKSON ST

Chandler - Arizona

LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 1.06
TOTAL SITE ACRES = 1.42

SITE LIMITS
LANDSCAPE
EXIST BUILDING

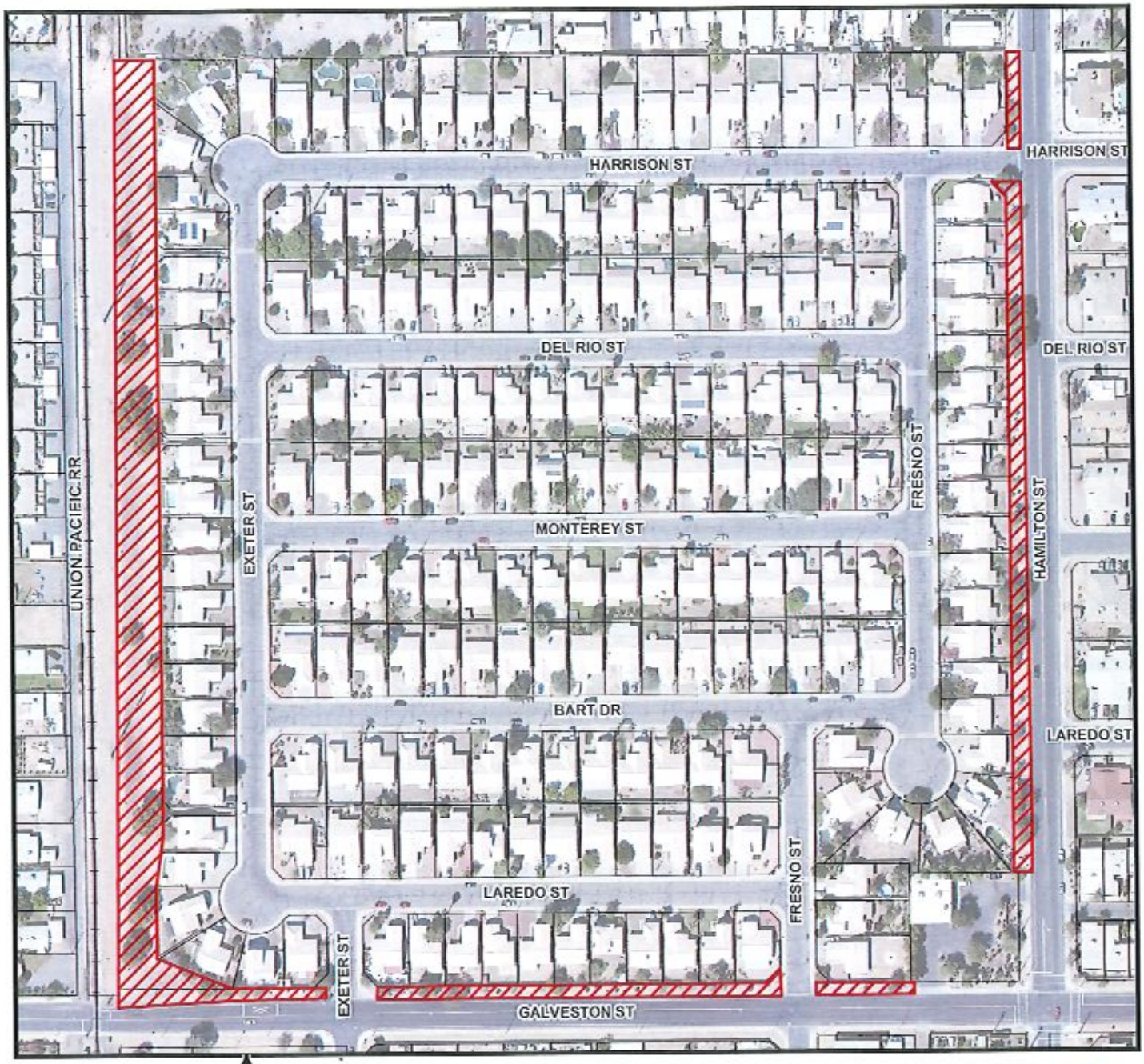
* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 27

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084



SUMMERSET RIGHT-OF-WAY

Chandler - Arizona

LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 2.71

LANDSCAPE

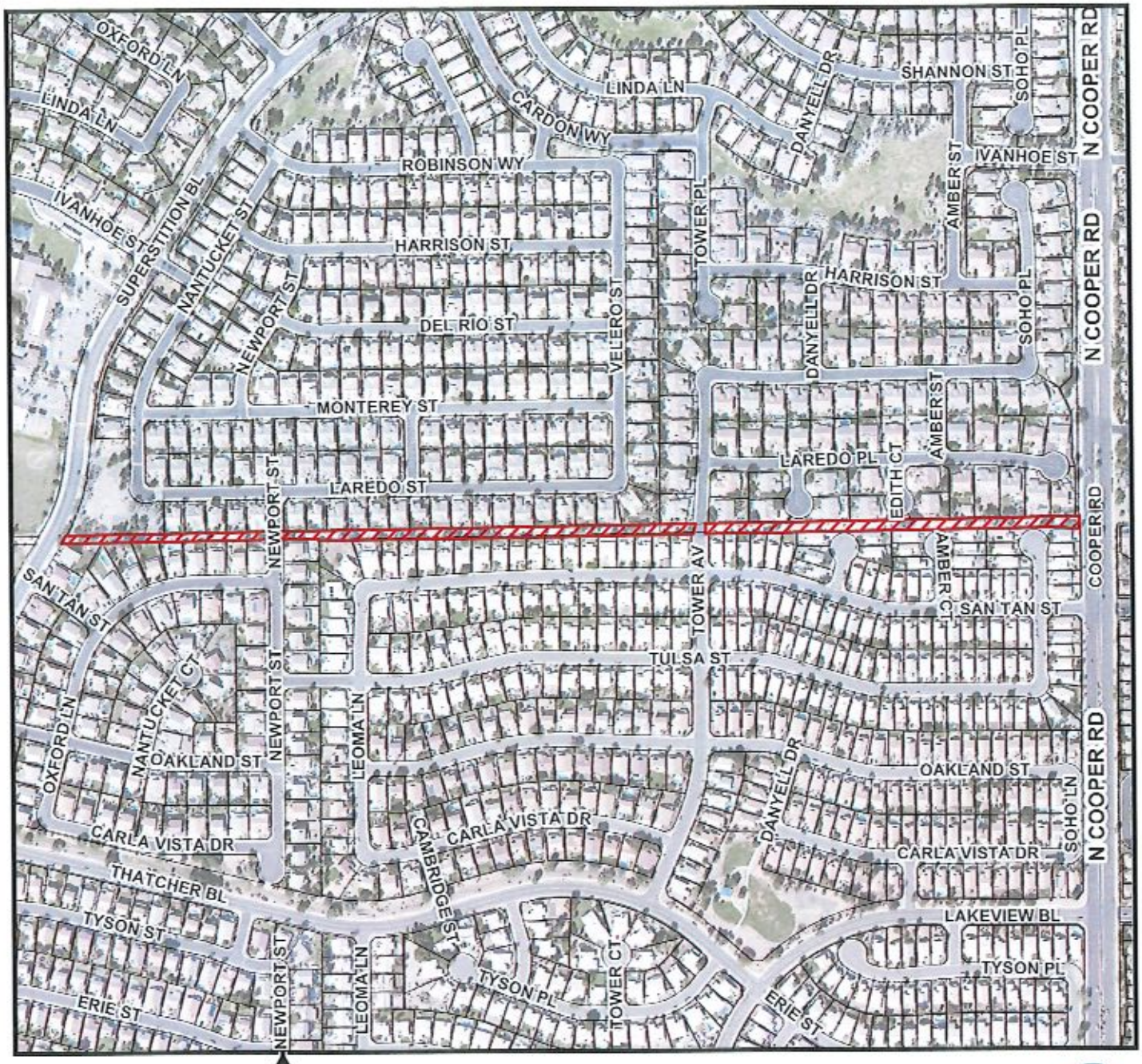
* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 27

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084



ASHLEY TRAIL
629 N TOWER AVE

Chandler - Arizona

LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 2.55
TOTAL SITE ACRES = 2.55

LANDSCAPE

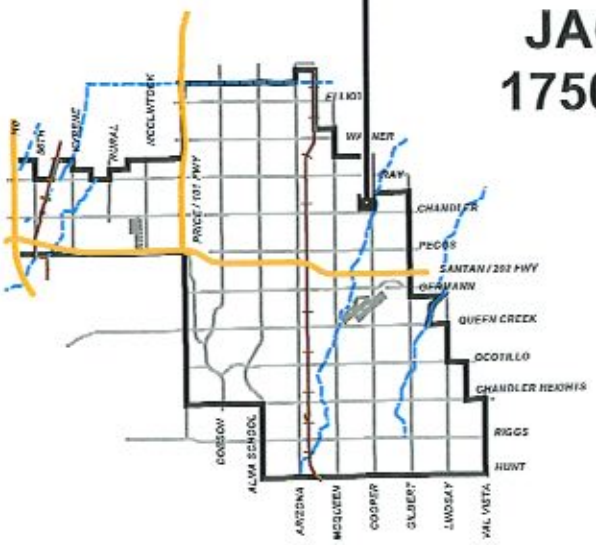
* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 28

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084



JACKRABBIT PARK
1750 E THATCHER BL

Chandler · Arizona

LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 3.01

TOTAL SITE ACRES = 3.93

SITE LIMITS

LANDSCAPE

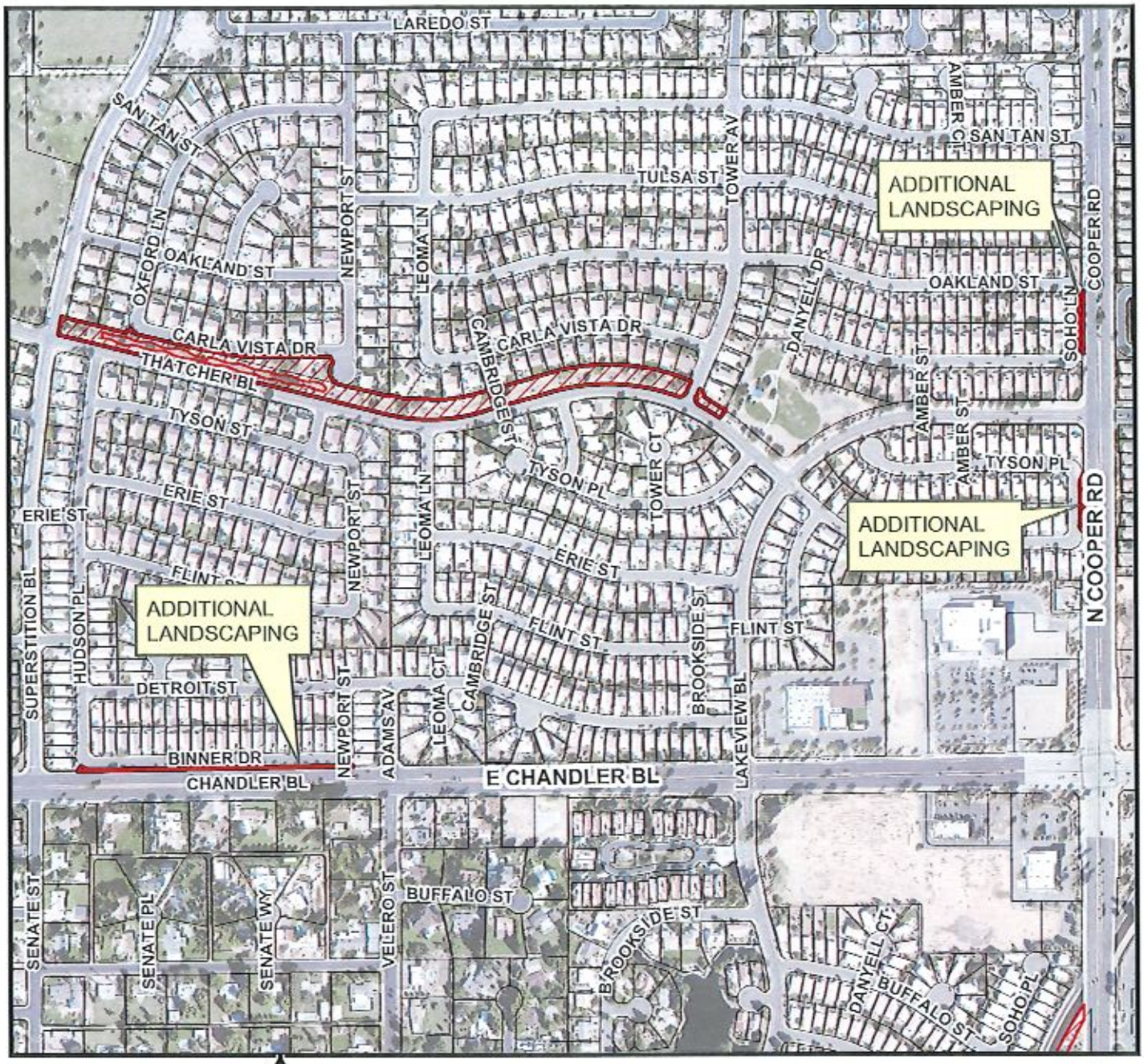
* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 28

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084



TRADITIONS EAST & WEST
RIGHT-OF-WAY (ROW)

Chandler - Arizona

LANDSCAPE QUANTITIES
CONTRACT LANDSCAPE ACRES = 4.11
TOTAL SITE ACRES = 4.54

LANDSCAPE
MAINTENANCE LIMITS

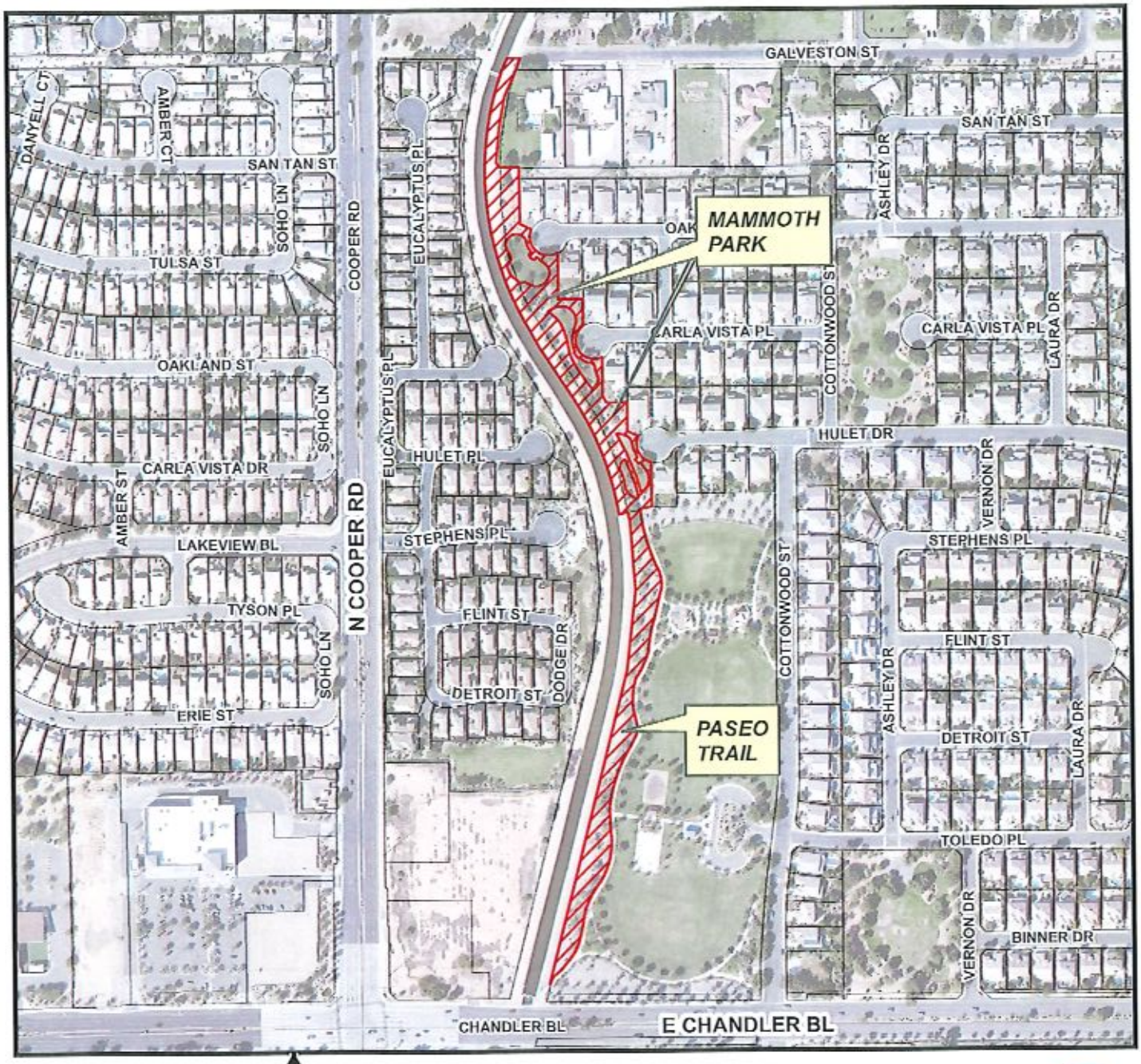
* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 28

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084



PASEO TRAIL A & MAMMOTH PARK

GALVESTON ST TO CHANDLER BL

Chandler - Arizona

LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 3.68
TOTAL SITE ACRES = 4.23

LANDSCAPE

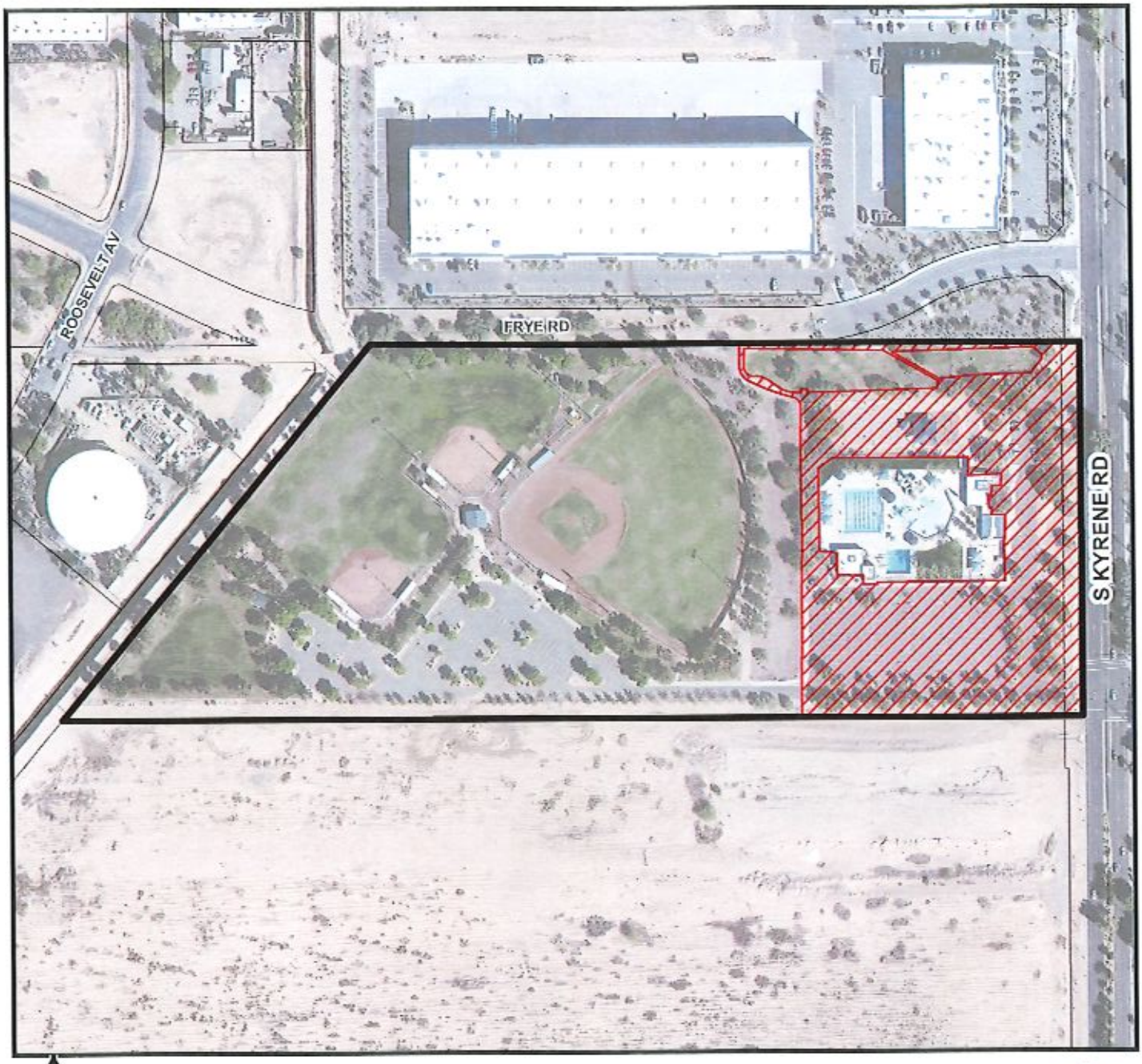
* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 29

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084



NOZOMI PARK / AQUATIC CENTER
250 S KYRENE RD

Chandler - Arizona

LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 5.02

TOTAL SITE ACRES = 21.36

MAINTENANCE LIMITS

LANDSCAPE

* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 31

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

CHANDLER MUSEUM / MCCULLOUGH-PRICE HOUSE
300 S CHANDLER VILLAGE DR

Chandler - Arizona

LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 1.76

TOTAL SITE ACRES = 2.11

SITE LIMITS

LANDSCAPE

EXIST BUILDING

* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

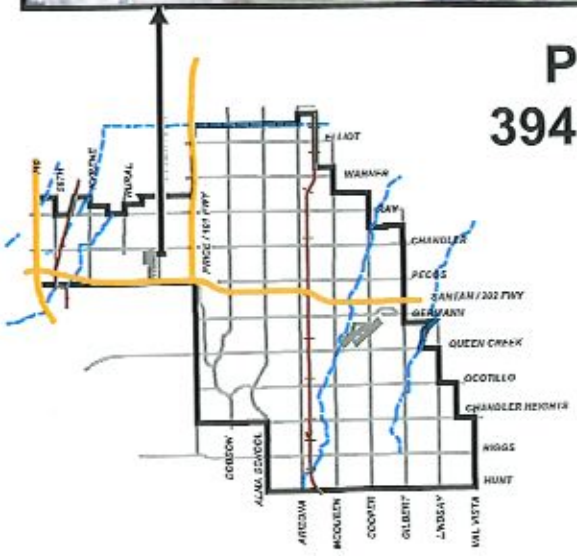
FMA 34

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

PUEBLO ALTO PARK
3948 W CALLE SEGUNDA

Chandler - Arizona



LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 0.17

TOTAL SITE ACRES = 0.25

SITE LIMITS

LANDSCAPE

* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

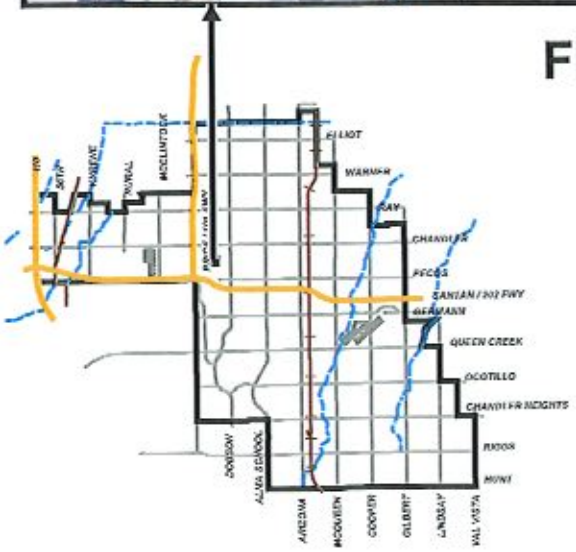
FMA 34

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

FIRE STATION NO. 3
275 S ELLIS ST

Chandler · Arizona



LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 1.92
TOTAL SITE ACRES = 2.20

SITE LIMITS
LANDSCAPE
EXIST_BUILDING

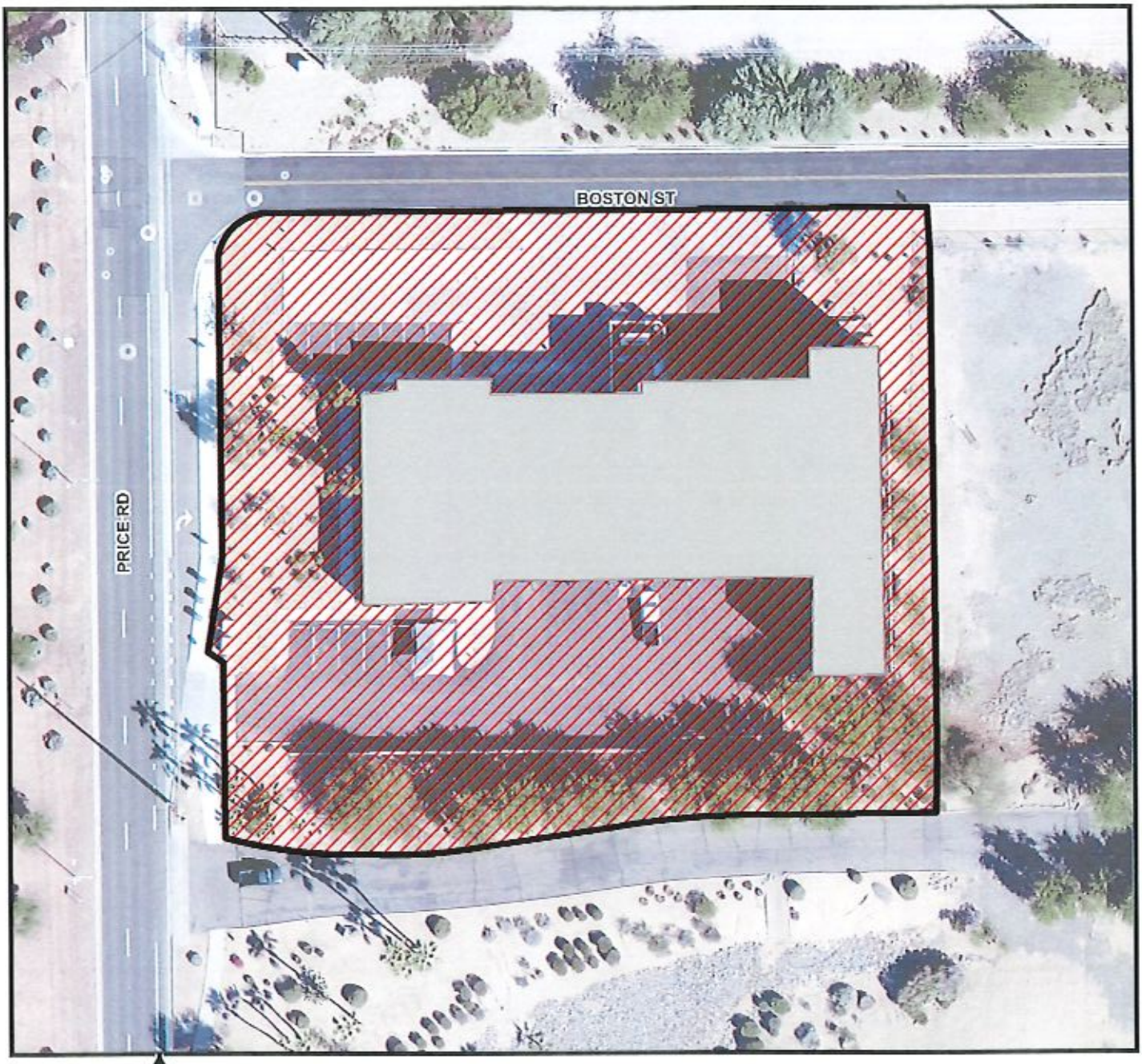
* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 35

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084



FIRE SUPPORT FACILITY
163 S PRICE RD

Chandler · Arizona

LANDSCAPE QUANTITIES
CONTRACT LANDSCAPE ACRES = 1.09
TOTAL SITE ACRES = 1.46

SITE LIMITS
EXIST BUILDING
LANDSCAPE

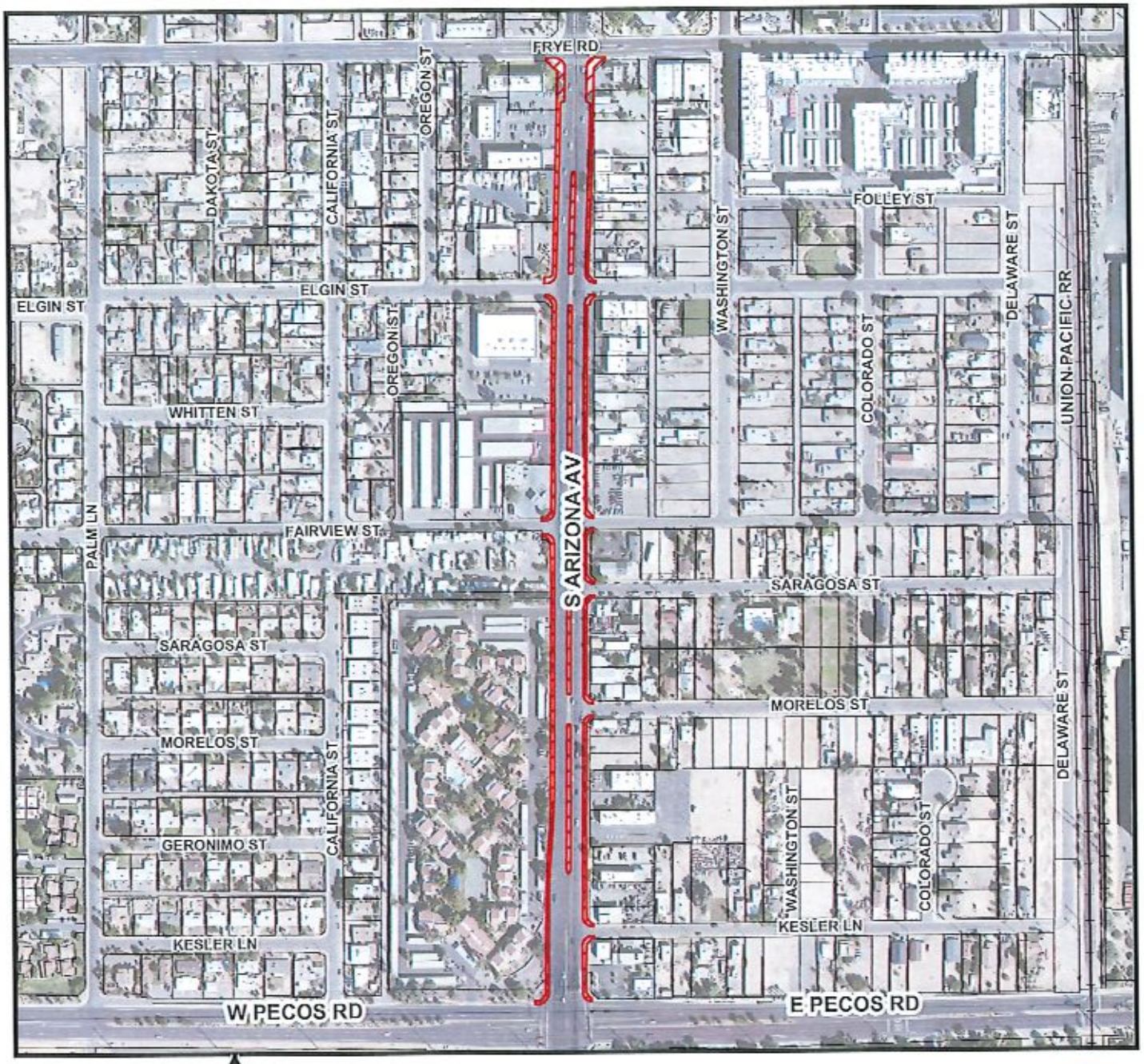
* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

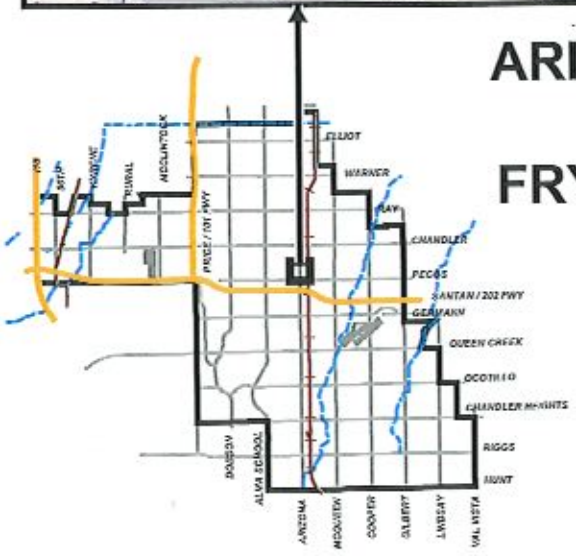
N

FMA 35

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084





ARIZONA AVE MEDIANS & SIDEWALKS FRYE RD TO PECOS RD

Chandler · Arizona

LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 1.43

LANDSCAPE

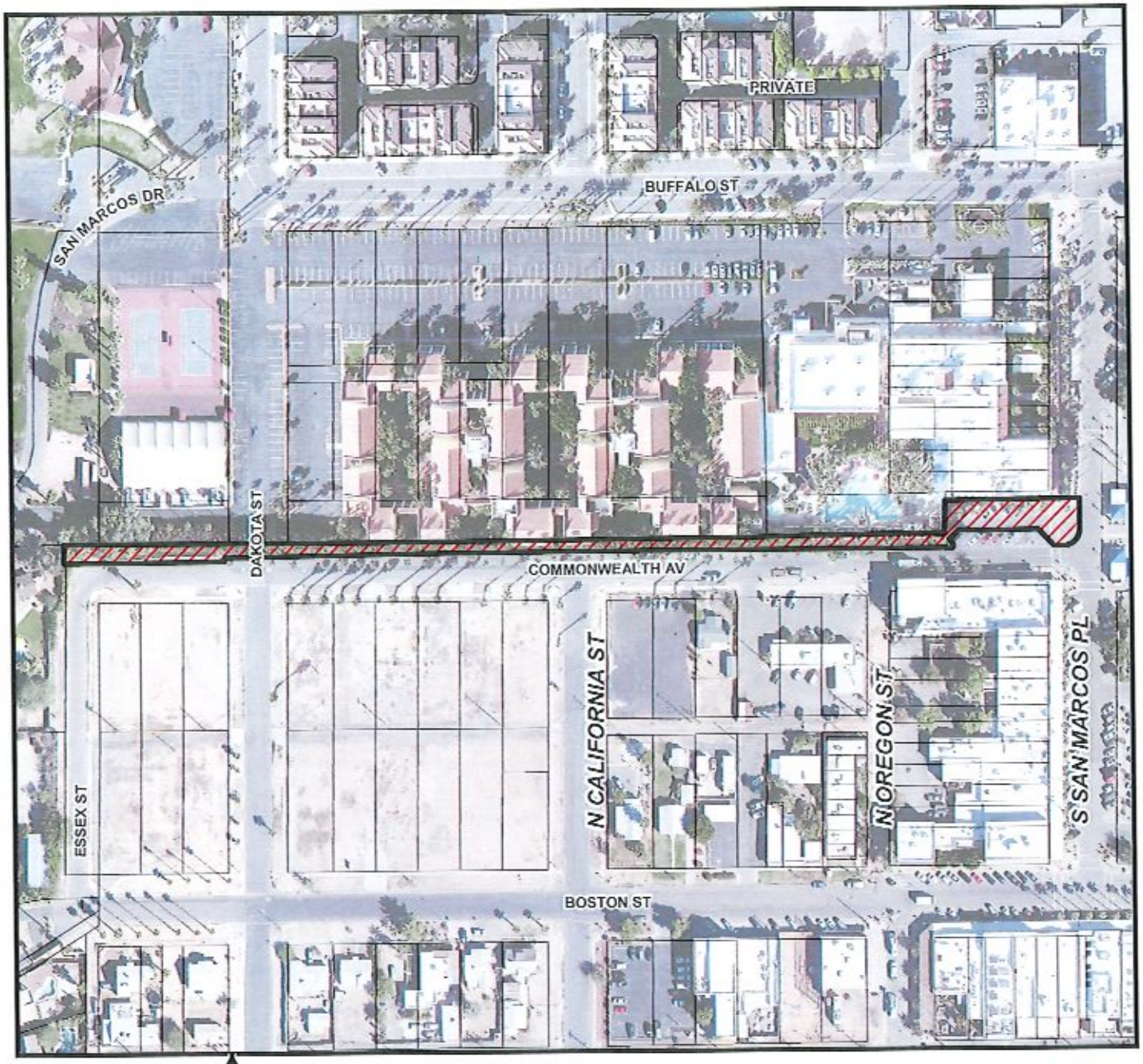
* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 37

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084



COMMONWEALTH AVE CANAL
SAN MARCOS PL TO ESSEX ST

Chandler · Arizona

LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 0.55
TOTAL SITE ACRES = 0.55

SITE LIMITS

LANDSCAPE

* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

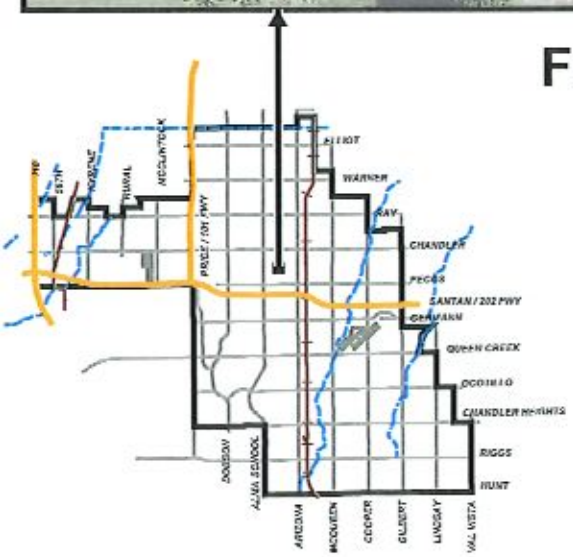
FMA 37

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

FIRE STATION NO. 8
711 W FRYE RD

Chandler - Arizona



LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 1.63
TOTAL SITE ACRES = 1.87

SITE LIMITS
LANDSCAPE
EXIST_BUILDING

* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

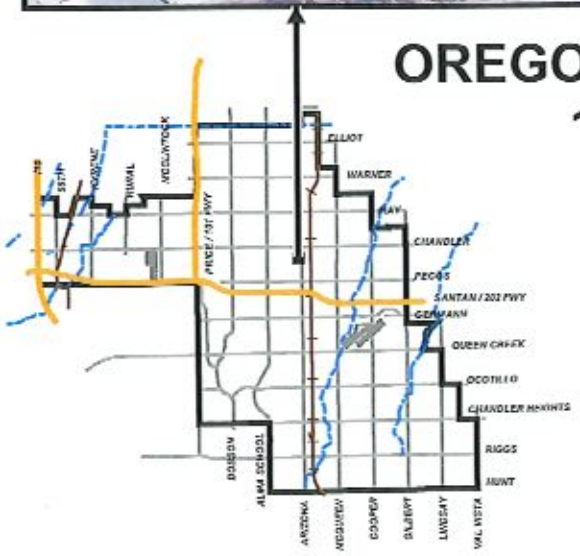
FMA 37

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

OREGON ST PARKING GARAGE
160 S OREGON ST

Chandler - Arizona



LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 0.45
TOTAL SITE ACRES = 1.77

SITE LIMITS
LANDSCAPE
EXIST_BUILDING

* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 37

PRINT DATE: MAY 24, 2019

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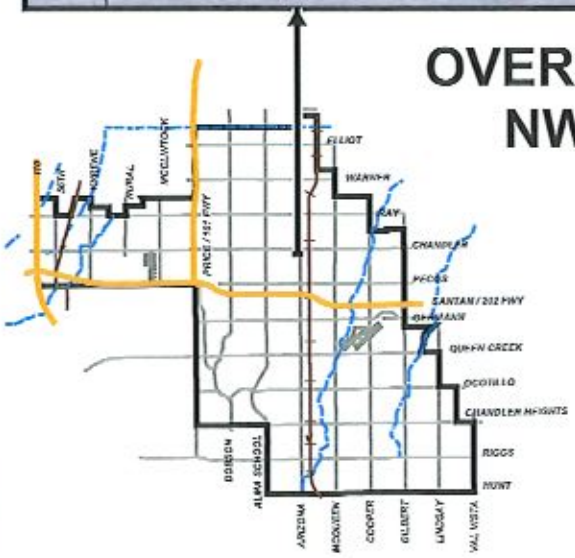
OVERSTREET POCKET PARK
NWC OF OREGON ST & BUFFALO ST

Chandler - Arizona



LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 0.05
TOTAL SITE ACRES = 0.05

SITE LIMITS

LANDSCAPE

* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 37

PRINT DATE: MAY 24, 2019

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FOLLEY PARK AND AQUATIC CENTER

601 E FRYE RD

Chandler · Arizona

LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 7.14
CONTRACT LANDSCAPE MOWING ACRES = 6.01
TOTAL SITE ACRES = 20.23

- SITE LIMITS
- LANDSCAPE
- LANDSCAPE MOWING
- EXIST BUILDING

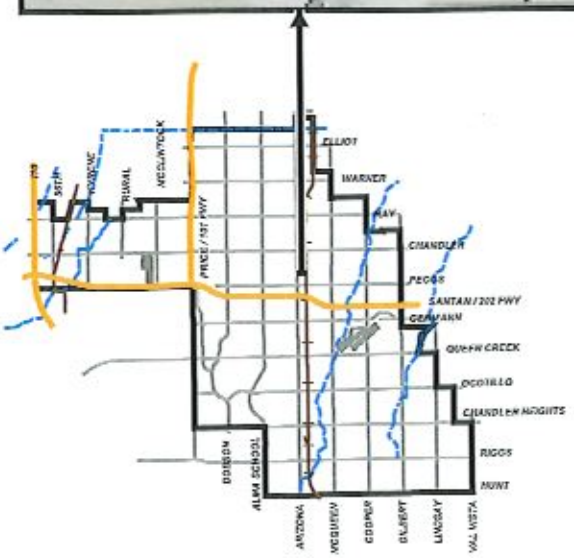
* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 38

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084



HARRIS PARK
150 E ELGIN ST

Chandler - Arizona

LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 0.54
TOTAL SITE ACRES = 0.87

SITE LIMITS

LANDSCAPE

* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 38

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

WINN PARK
56 E MORELOS ST

Chandler - Arizona

LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 0.22
TOTAL SITE ACRES = 0.79

SITE LIMITS
LANDSCAPE

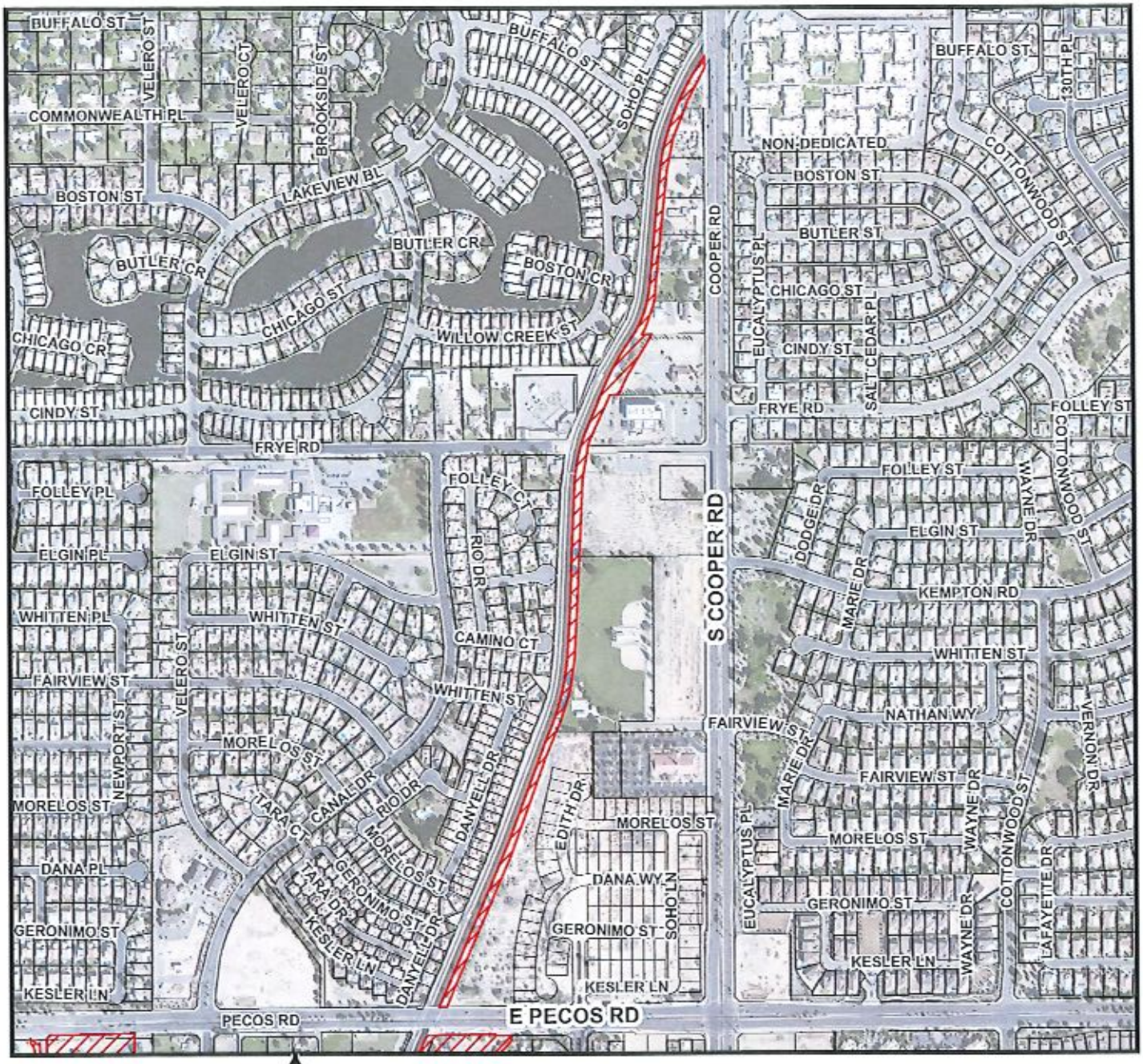
* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 38

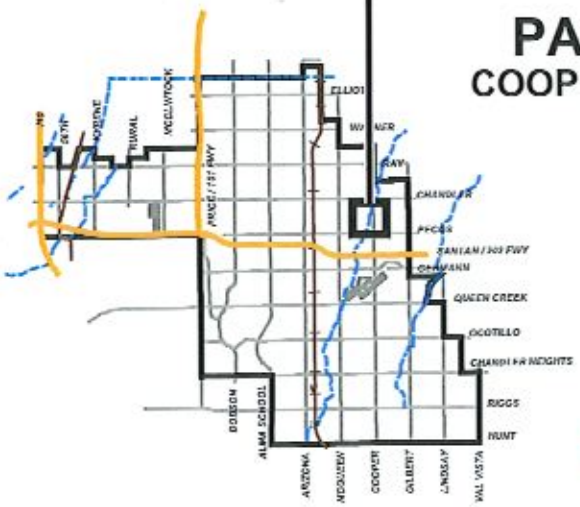
PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084



PASEO TRAIL B
COOPER RD TO PECOS RD

Chandler - Arizona



LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 3.74

LANDSCAPE

* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 39

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

PECOS RANCH PARK
1555 W MAPLEWOOD ST

Chandler - Arizona

LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 4.61
TOTAL SITE ACRES = 11.25

SITE LIMITS

LANDSCAPE

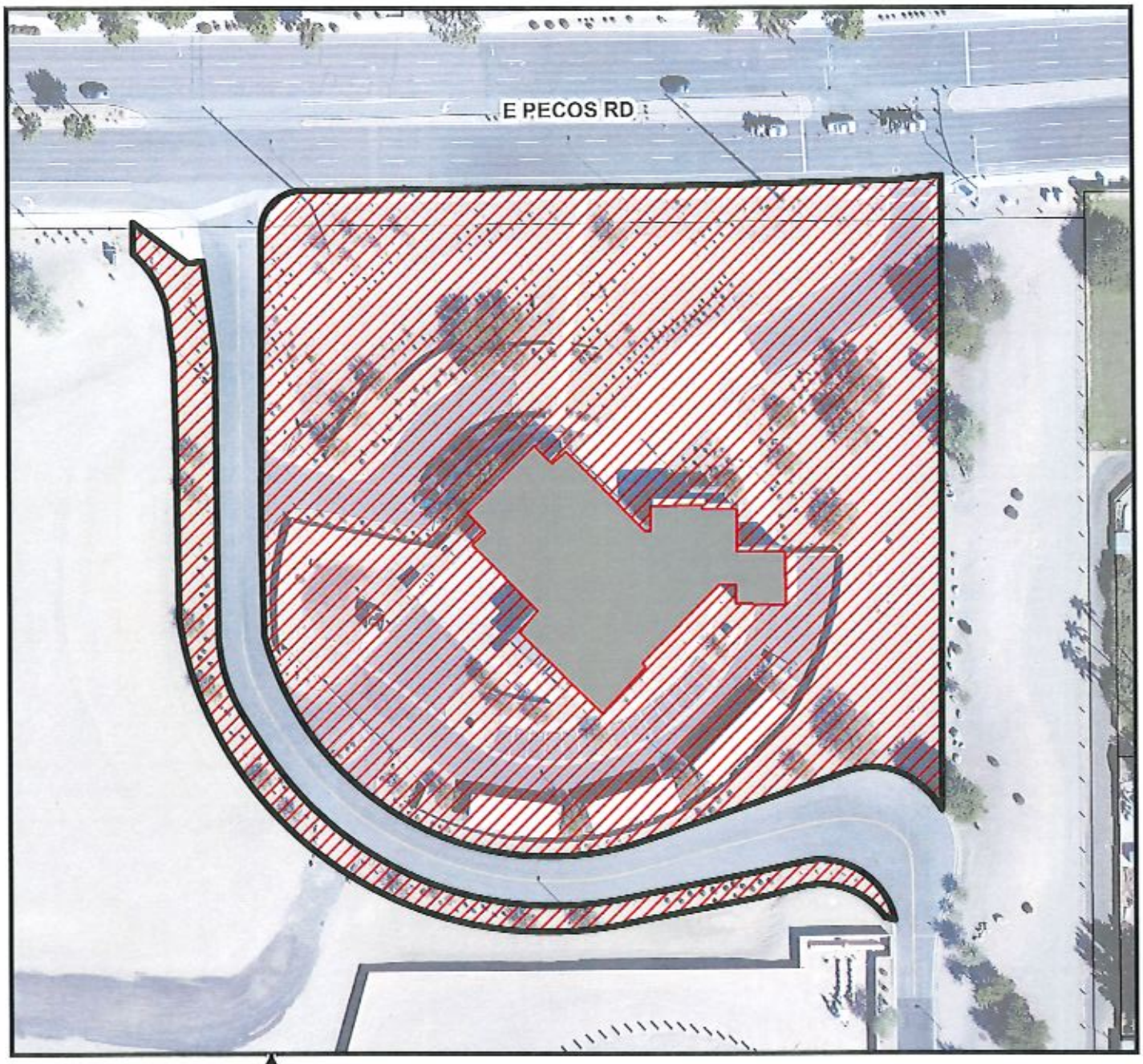
* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 42

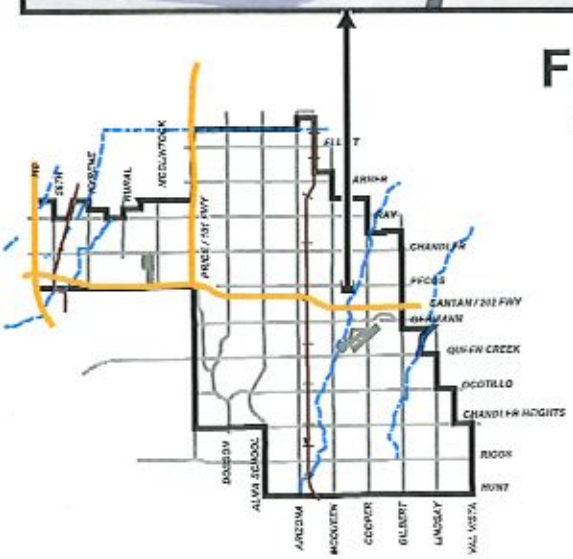
PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084



FIRE STATION NO. 1
1491 E PECOS RD

Chandler - Arizona



LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 3.40
TOTAL SITE ACRES = 3.73

SITE LIMITS
LANDSCAPE
EXIST_BUILDING

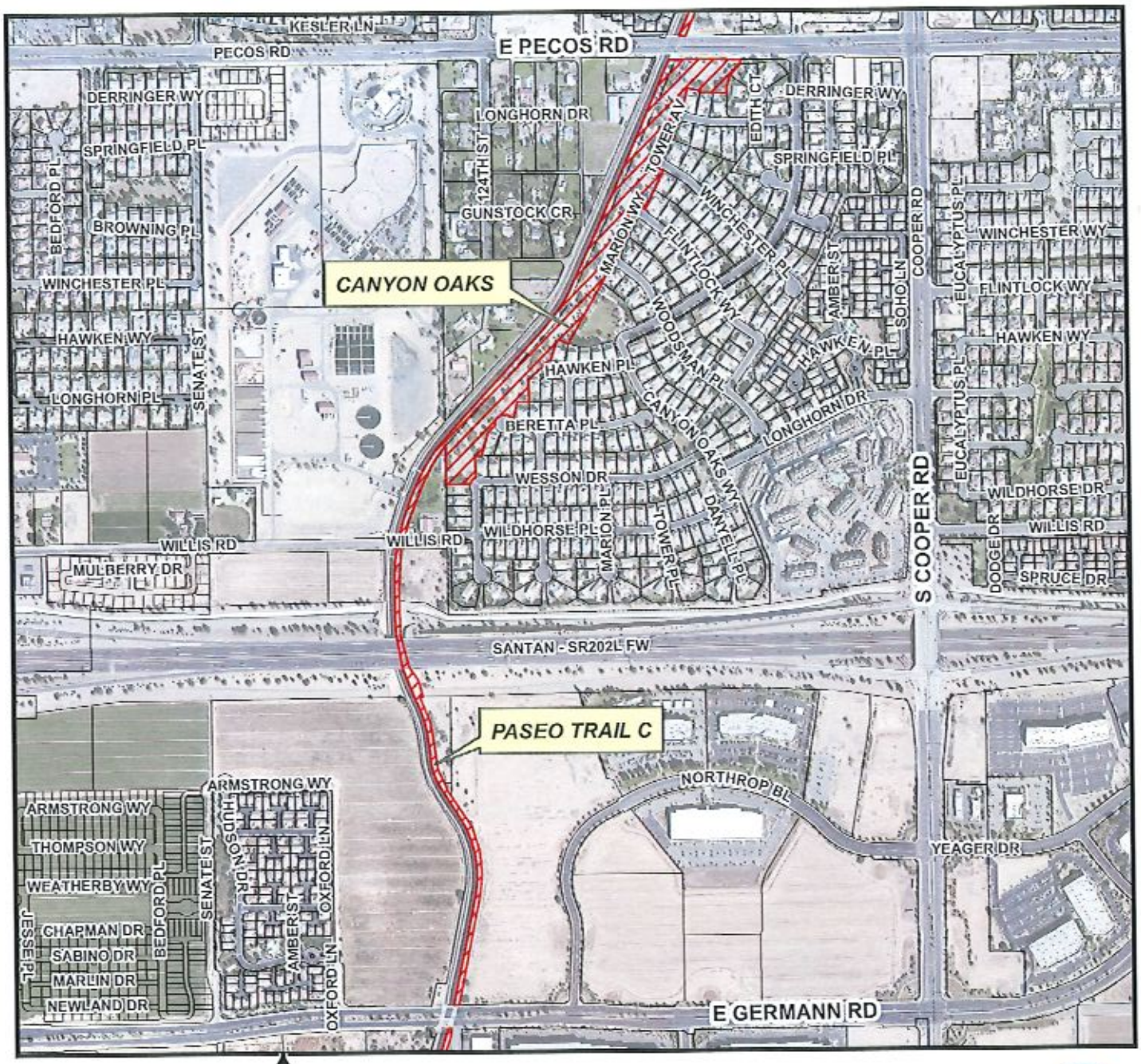
* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 45

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084



PASEO TRAIL C & CANYON OAKS
PECOS RD TO GERMANN RD

Chandler · Arizona

LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 12.54

LANDSCAPE

* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

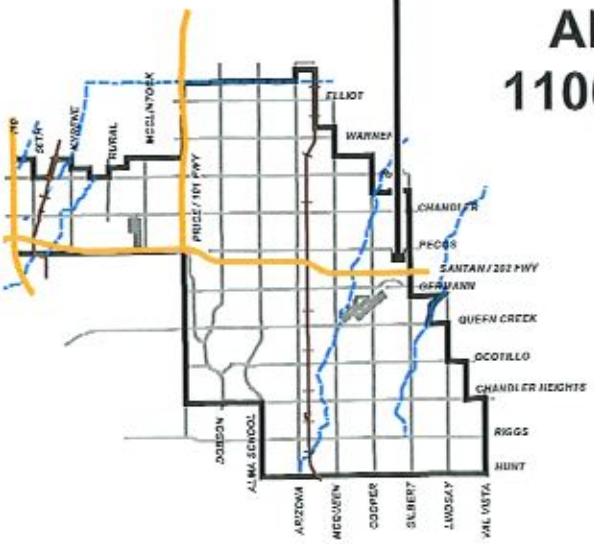
FMA 45

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

ARBUCKLE PARK
1100 S NORMAN WAY

Chandler · Arizona



LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 3.63

TOTAL SITE ACRES = 8.33

SITE LIMITS

LANDSCAPE

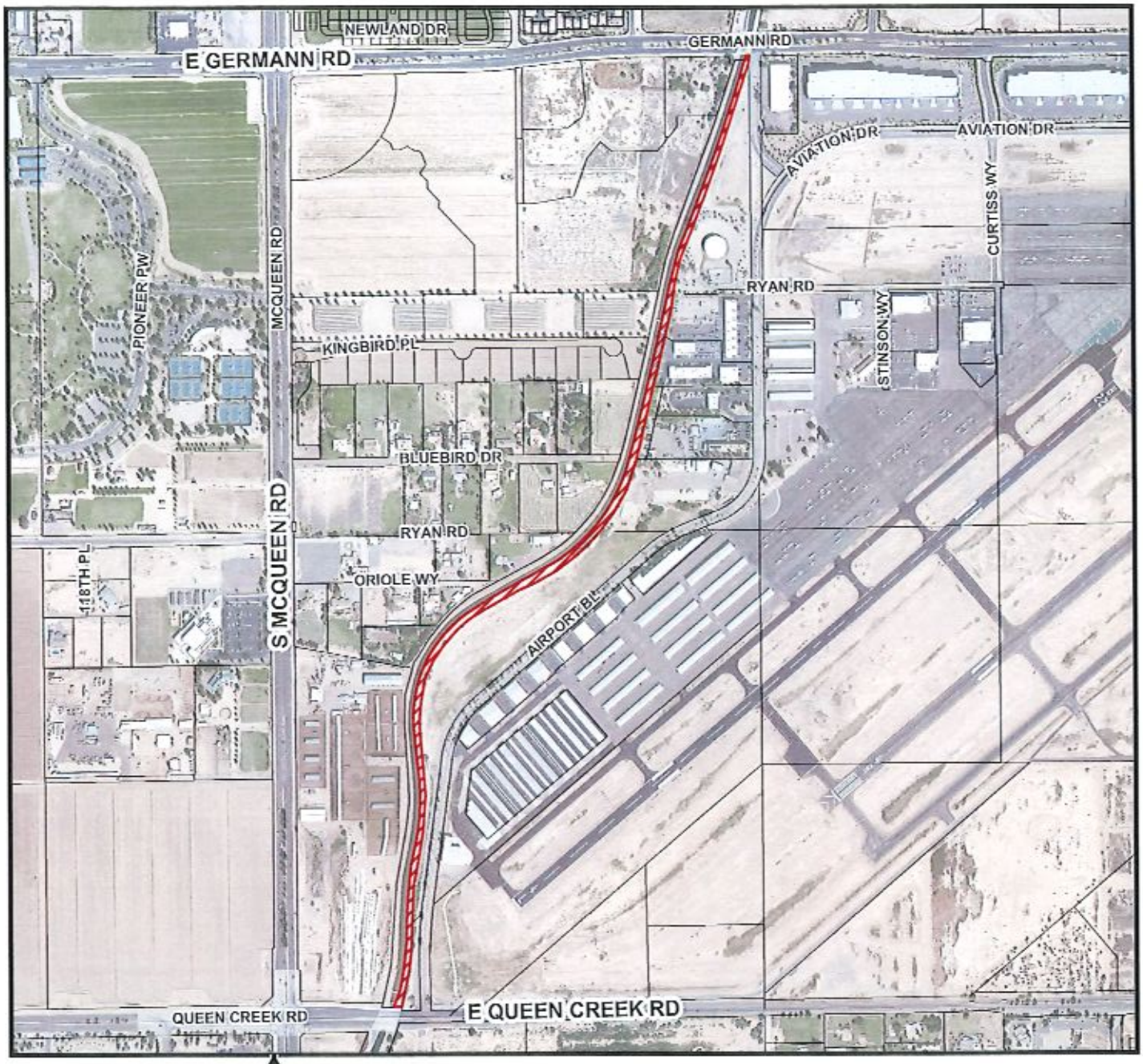
* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 46

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084



PASEO TRAIL D

GERMANN RD TO QUEEN CREEK RD

Chandler · Arizona

LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 4.31

LANDSCAPE

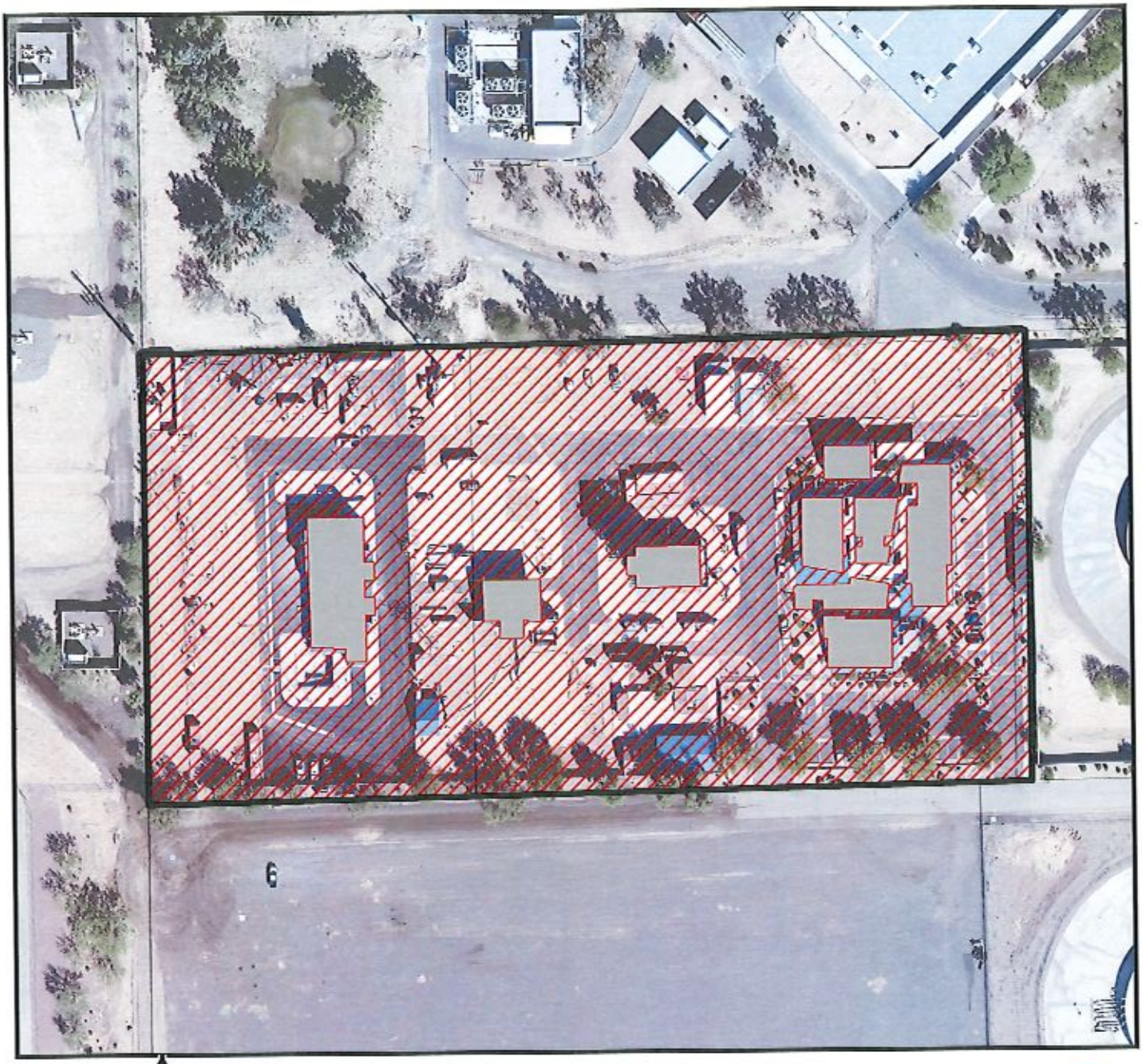
* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 51

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084



FIRE TRAINING CENTER
3550 S DOBSON RD

Chandler - Arizona

LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 6.36
TOTAL SITE ACRES = 6.89

SITE LIMITS
LANDSCAPE
EXIST_BUILDING

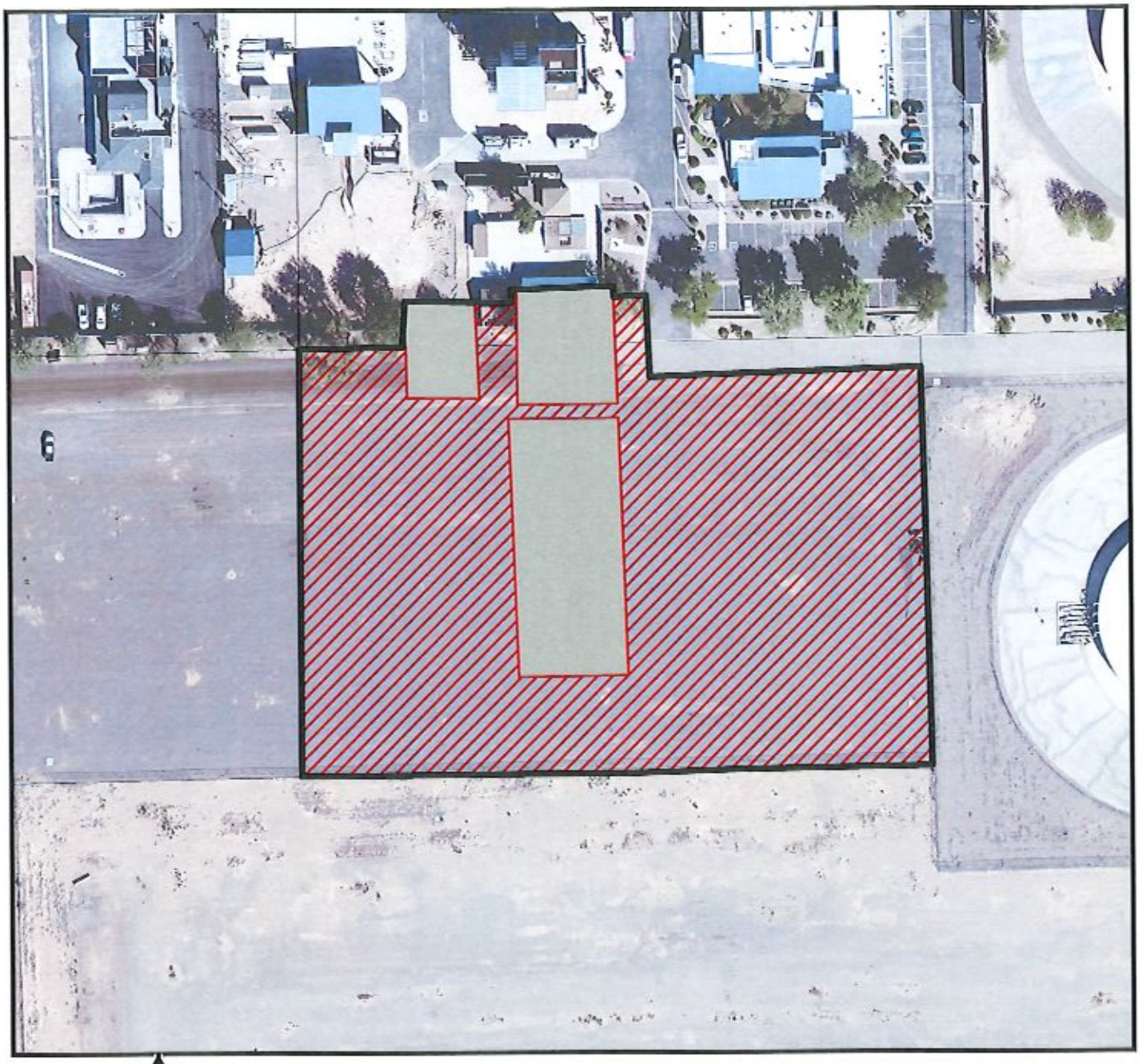
* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

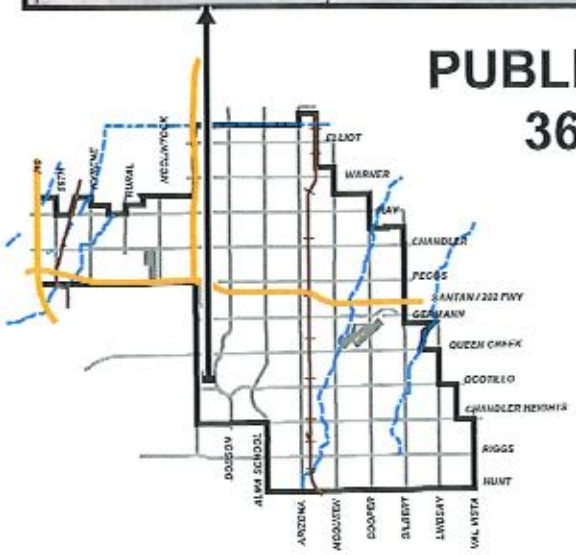
N

FMA 54

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084





PUBLIC SAFETY ACADEMY
3670 S DOBSON RD

Chandler - Arizona

LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 2.56
TOTAL SITE ACRES = 3.09

SITE LIMITS
LANDSCAPE
EXIST_BUILDING

* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

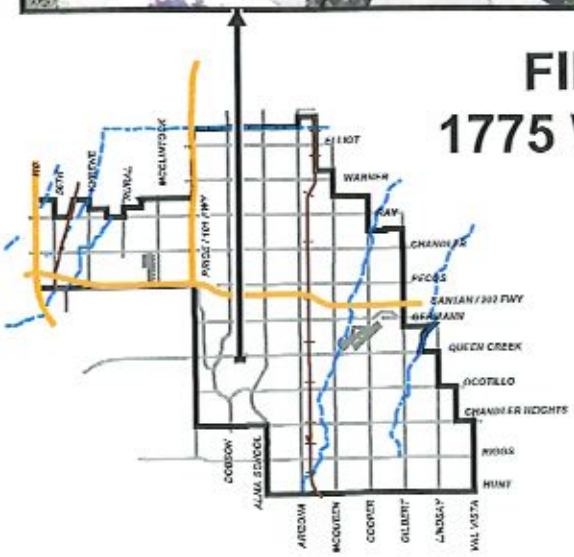
FMA 54

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

FIRE STATION NO 5
1775 W QUEEN CREEK RD

Chandler - Arizona



LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 1.33
TOTAL SITE ACRES = 1.51

SITE LIMITS
LANDSCAPE
EXIST_BUILDING

* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 55

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

FOX CROSSING PARK
3572 S SANDPIPER DR

Chandler - Arizona

LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 2.35

TOTAL SITE ACRES = 5.55

SITE LIMITS

LANDSCAPE

* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 56

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

HAMILTON AQUATIC CENTER
3838 S ARIZONA AVE

Chandler - Arizona

LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 0.48
TOTAL SITE ACRES = 1.89

SITE LIMITS

LANDSCAPE

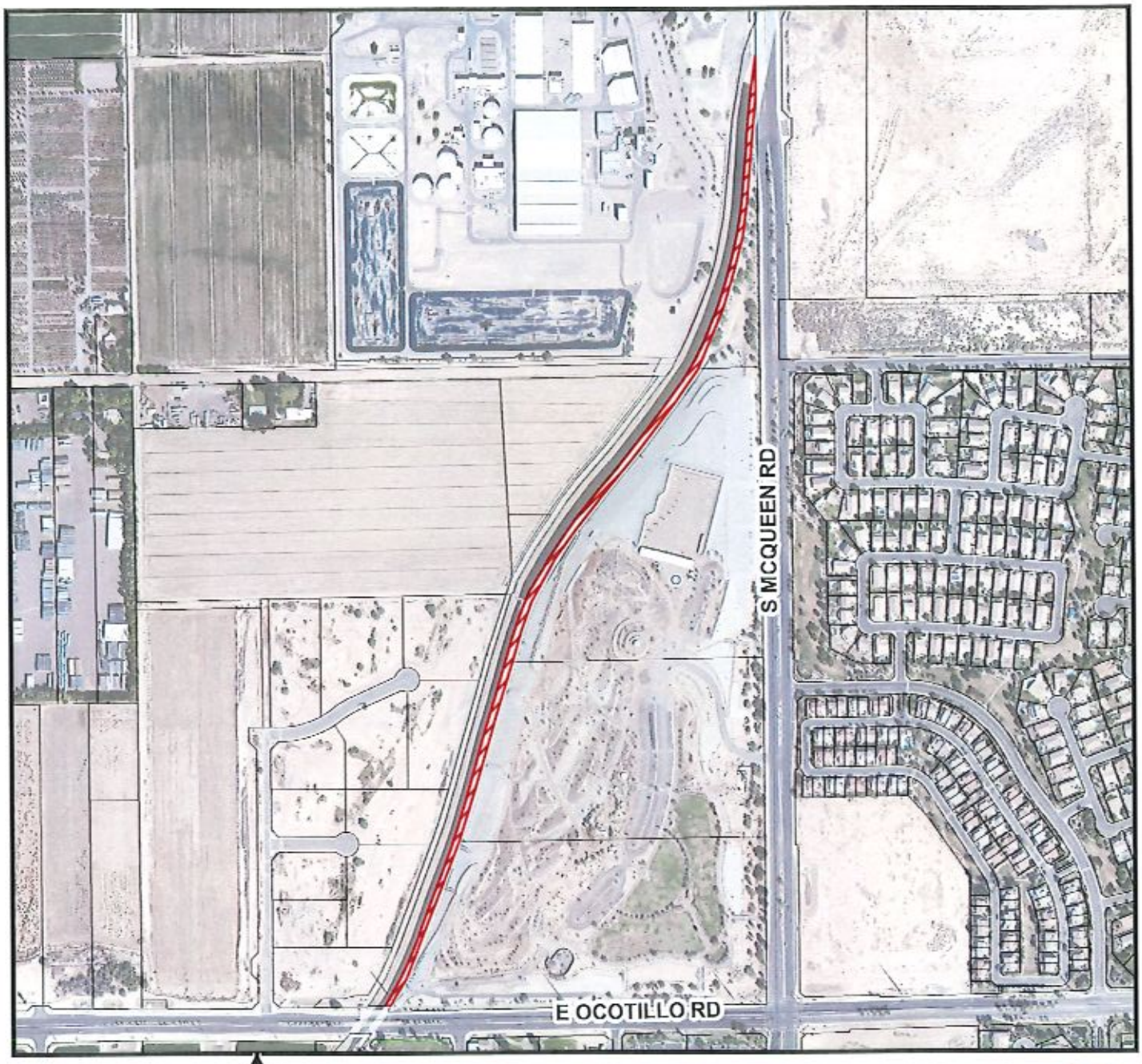
* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 56

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084



PASEO TRAIL F

McQUEEN RD TO OCOTILLO RD

Chandler - Arizona

LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 2.27

LANDSCAPE

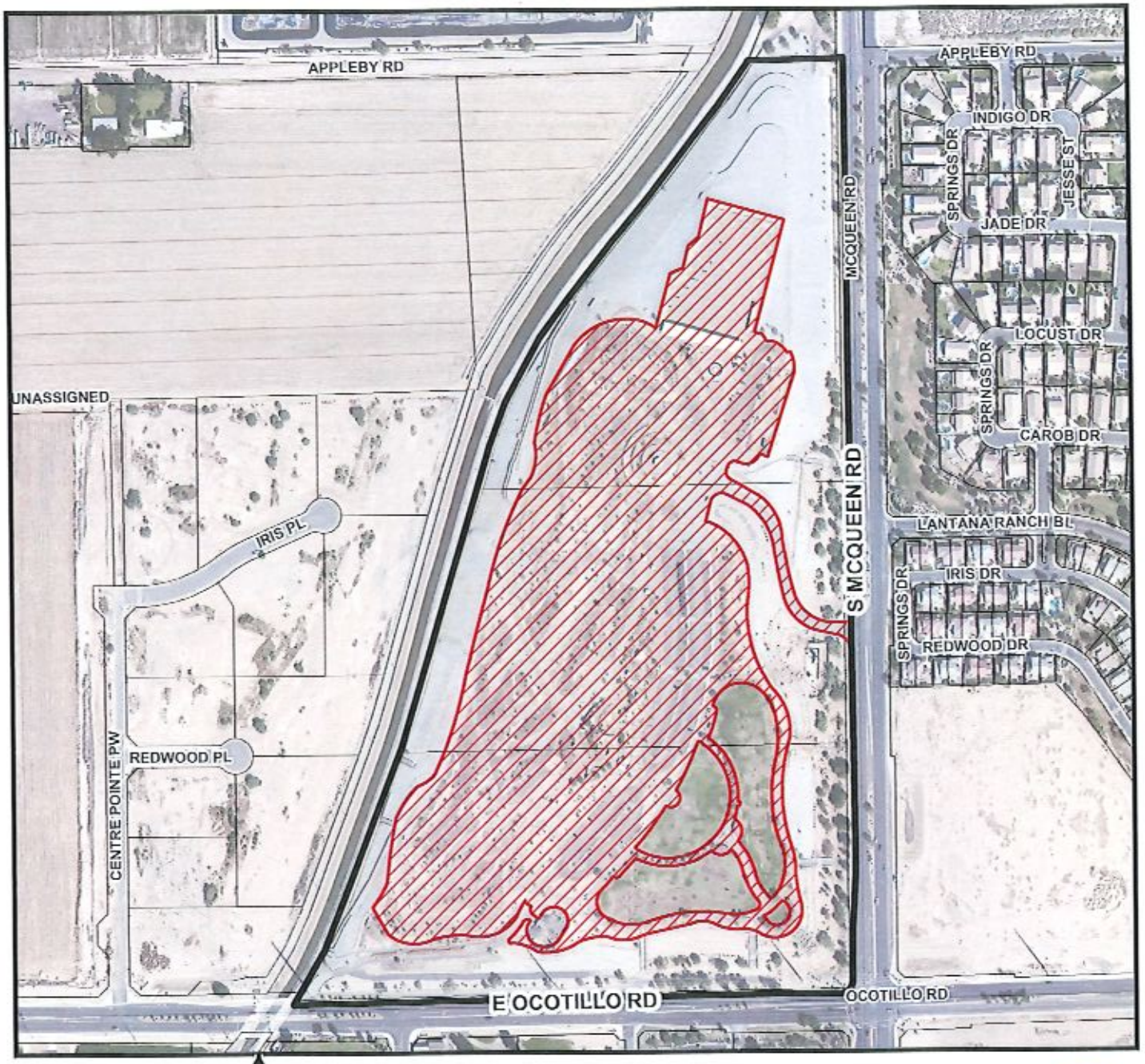
* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 57

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084



PASEO VISTA RECREATION AREA

3850 S McQUEEN RD

Chandler - Arizona

LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 30.81

TOTAL SITE ACRES = 61.95

SITE LIMITS

LANDSCAPE

* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

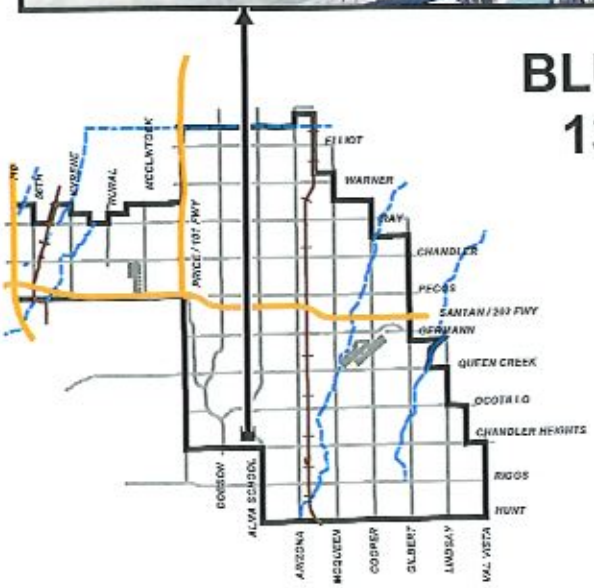
FMA 57

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

BLUE HERON PARK
1399 W LAKE DR

Chandler - Arizona



LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 1.26

TOTAL SITE ACRES = 3.12

SITE LIMITS

LANDSCAPE

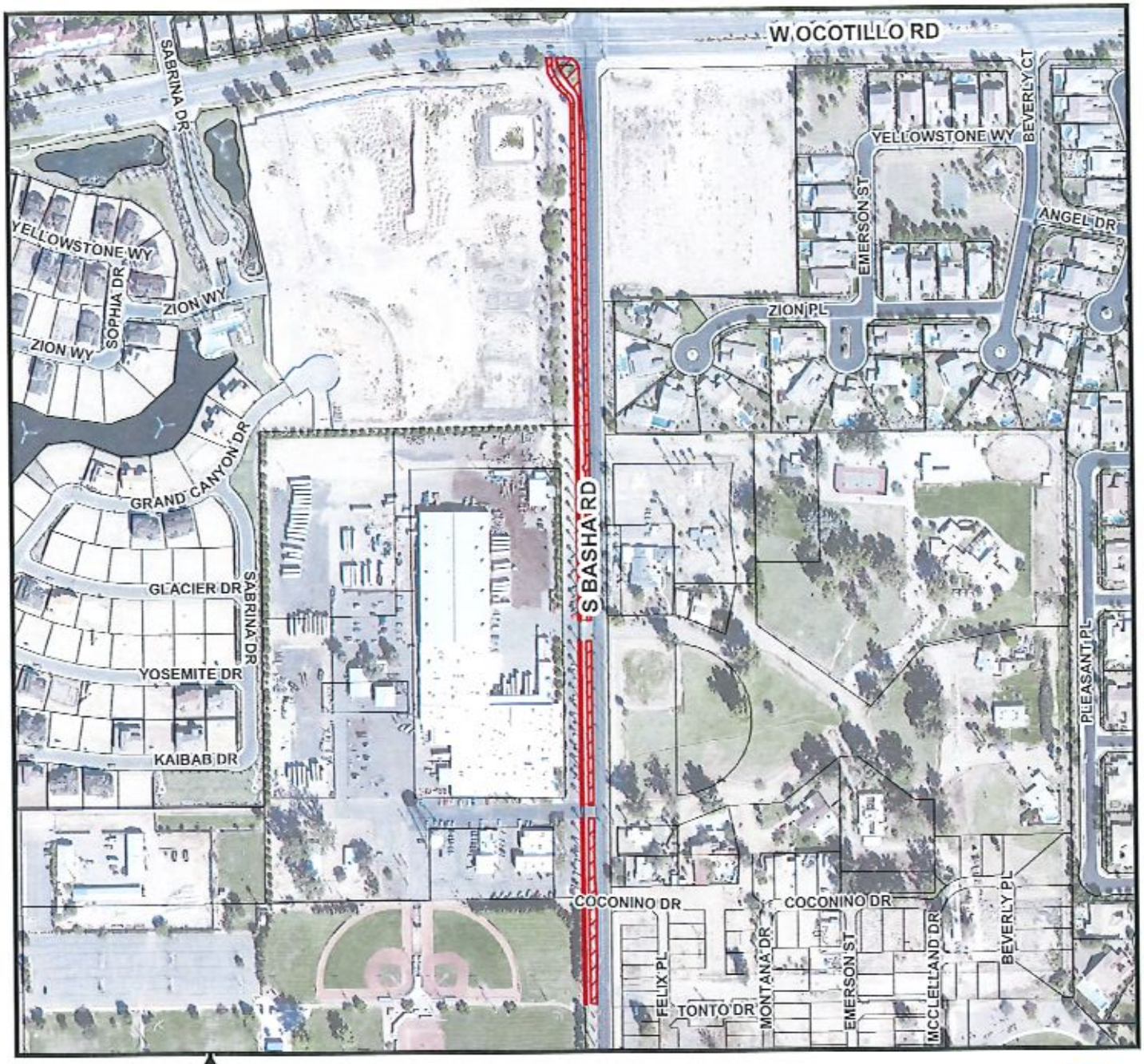
* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

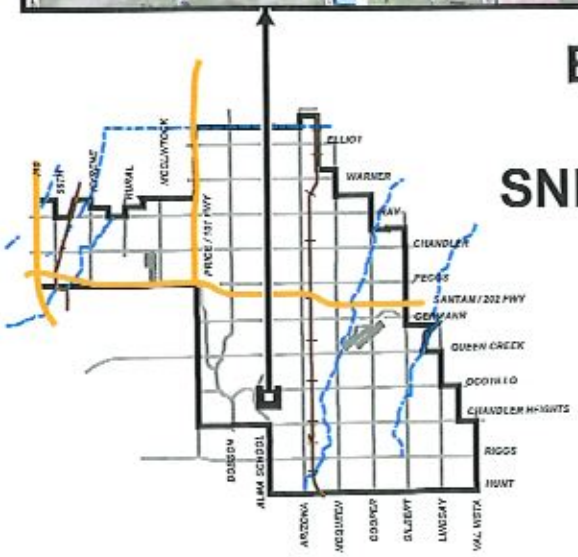
N

FMA 62

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084





BASHA RD CANAL
OCOTILLO RD TO
SNEDIGAR WEST PARK

Chandler - Arizona

LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 0.92

LANDSCAPE

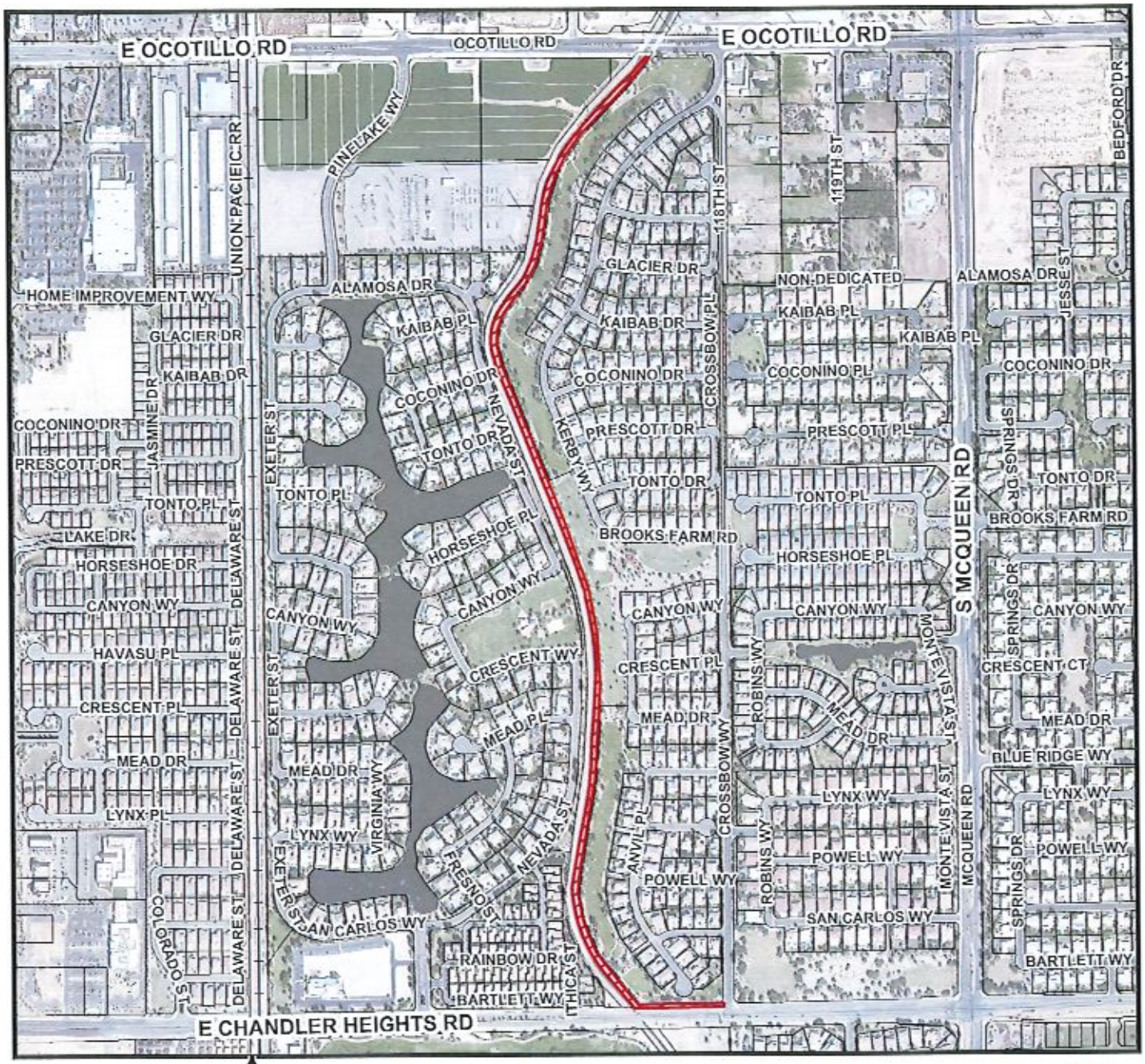
* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 63

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084



PASEO TRAIL G

OCOTILLO RD TO CHANDLER HEIGHTS RD & EAST TO CROSSBOW WY

Chandler - Arizona

LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 3.62

LANDSCAPE

* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 64

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

QUAIL HAVEN PARK
4675 S ADAMS AVE

Chandler - Arizona

LANDSCAPE QUANTITIES
CONTRACT LANDSCAPE ACRES = 6.10
TOTAL SITE ACRES = 9.77

LANDSCAPE
SITE LIMITS

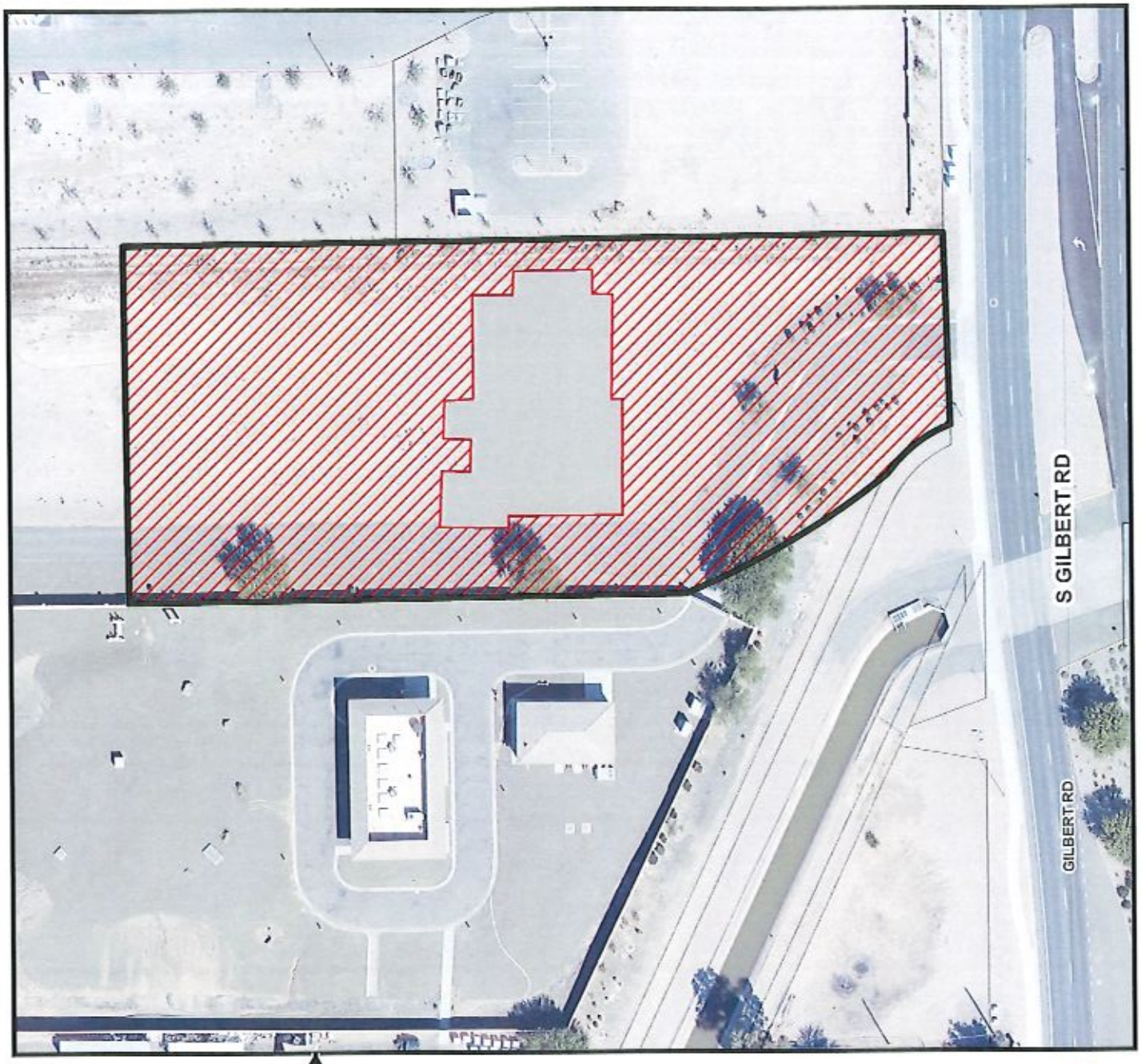
* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 65

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084



FIRE STATION NO 11
4200 S GILBERT RD

Chandler - Arizona

LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 1.59
TOTAL SITE ACRES = 1.85

SITE LIMITS
EXIST BUILDING
LANDSCAPE

* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 66

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

PASEO TRAIL H, ROCKWOOD ESTATES, & PASEO CROSSING

CHANDLER HEIGHTS RD TO RIGGS RD

Chandler - Arizona

LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 10.98
TOTAL SITE ACRES = 12.04

LANDSCAPE

* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

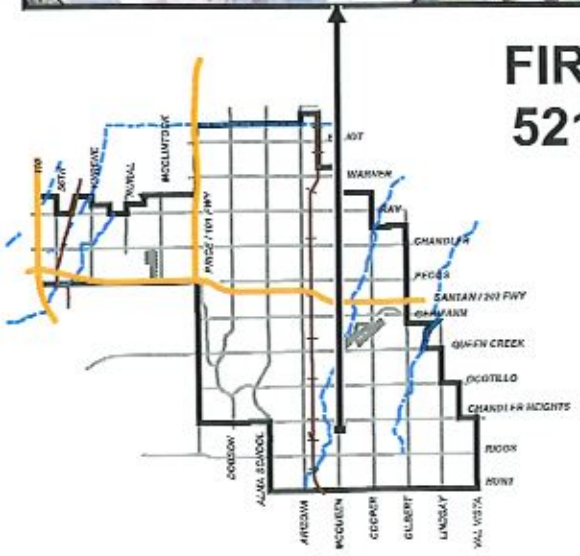
FMA 70

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

FIRE STATION NO. 10
5211 S McQUEEN RD

Chandler - Arizona



LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 2.37
TOTAL SITE ACRES = 2.60

SITE LIMITS
LANDSCAPE
EXIST BUILDING

* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 71

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

FIRE STATION NO 7
6200 S GILBERT RD

Chandler - Arizona

LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 1.37
TOTAL SITE ACRES = 1.65

LANDSCAPE
EXIST BUILDING
SITE LIMITS

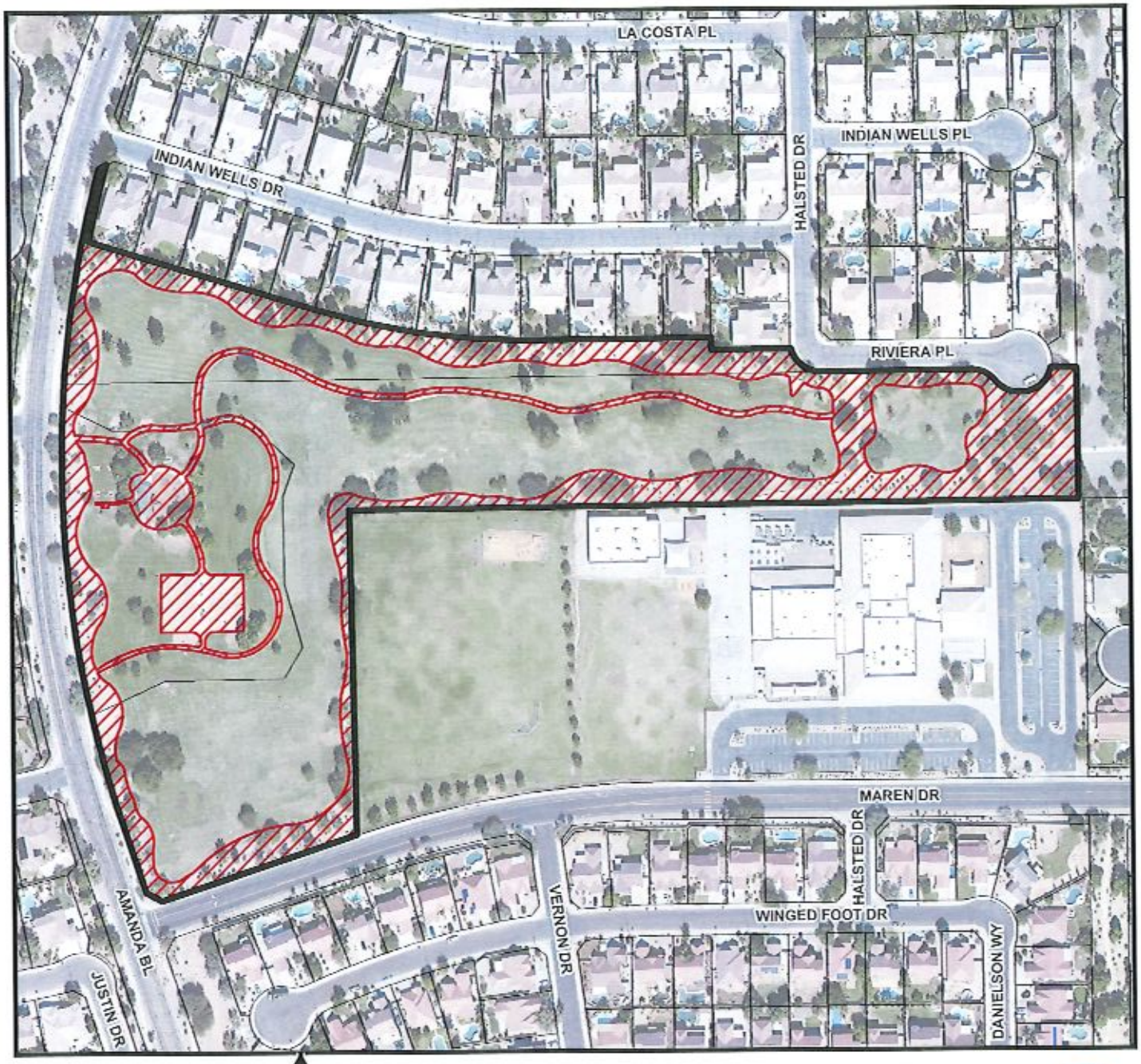
* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 78

PRINT DATE: MAY 24, 2019

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084



LA PALOMA PARK
6579 S AMANDA BL

Chandler - Arizona

LANDSCAPE QUANTITIES

CONTRACT LANDSCAPE ACRES = 5.17
TOTAL SITE ACRES =15.67

SITE LIMITS

LANDSCAPE

* TREES IN TURF ARE ALSO AN ELEMENT OF THE LANDSCAPE CONTRACT

N

FMA 78

PRINT DATE: MAY 24, 2019

Arrowhead Aquatic Center Landscape Map 0.3 Acres, Total Site 1.9 Acres

8/30/2024, 1:12:18 PM

1:1,347

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.06 km

Jos Wagner

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Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

Boys and Girls Club Landscape Map 2.2 Acres, Total Site 5.6 Acres

9/4/2024, 11:29:54 AM

1:2,455

0 0.02 0.04 0.07 mi

0 0.03 0.06 0.11 km

Josh Wagner

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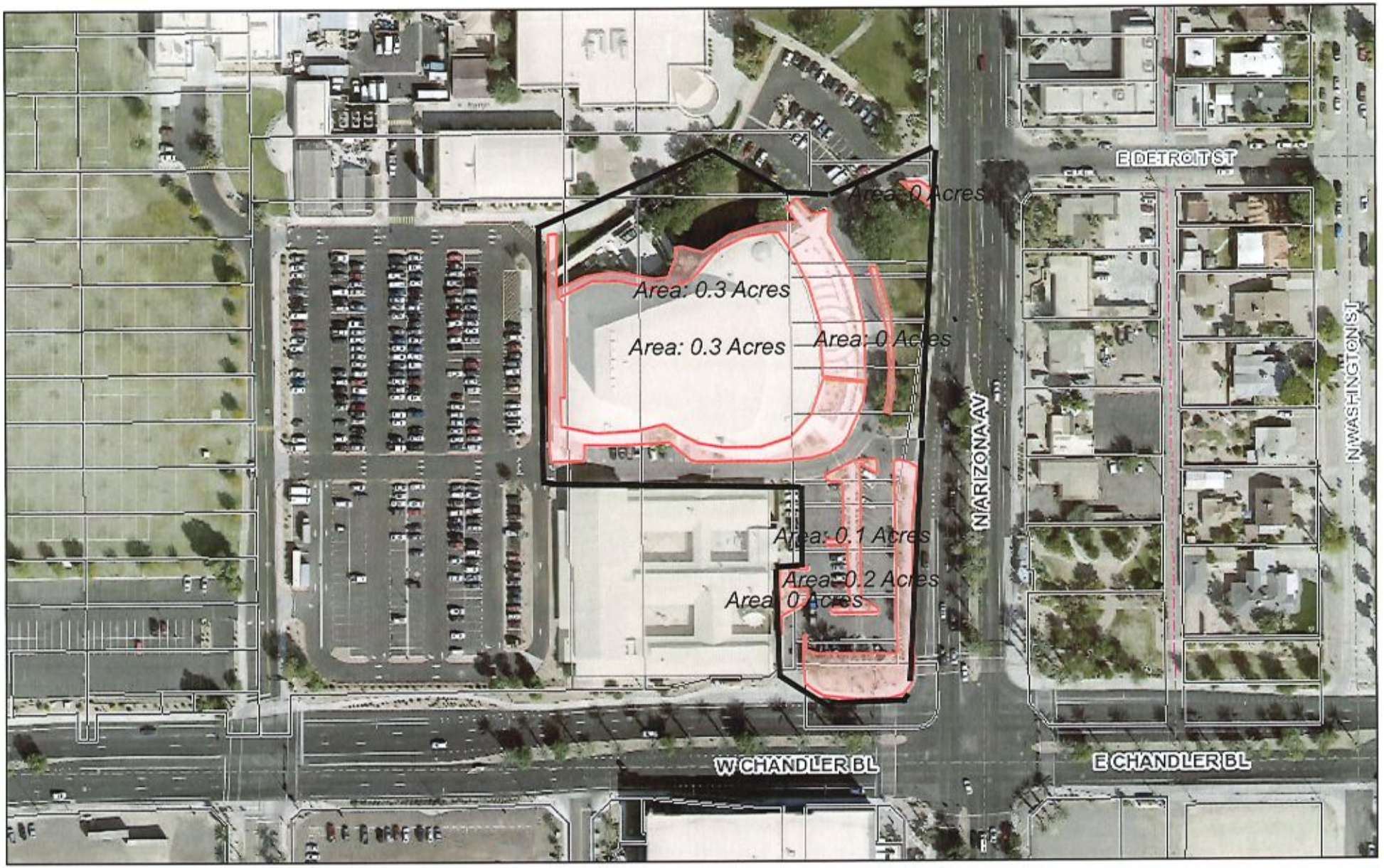
Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

Center for the Arts Landscape Map 1.0 Acres Includes Trash in Parking Lot and Turf



10/20/2021, 1:32:53 PM

1:2,153

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0 0.02 0.04 0.09 km

Josh Wagner

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Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

Downtown Areas Landscape Map 2.2 Acres, Total Site 2.2 Acres

9/4/2024, 12:20:13 PM

1:9,819

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0 0.1 0.2 0.4 km

Josh Wagner

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Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

Homestead North Landscape Map 2.5 Acres, Total Site 7.0 Acres

9/4/2024, 12:00:41 PM

1:2,455

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0 0.03 0.06 0.11 km

Josh Wagner

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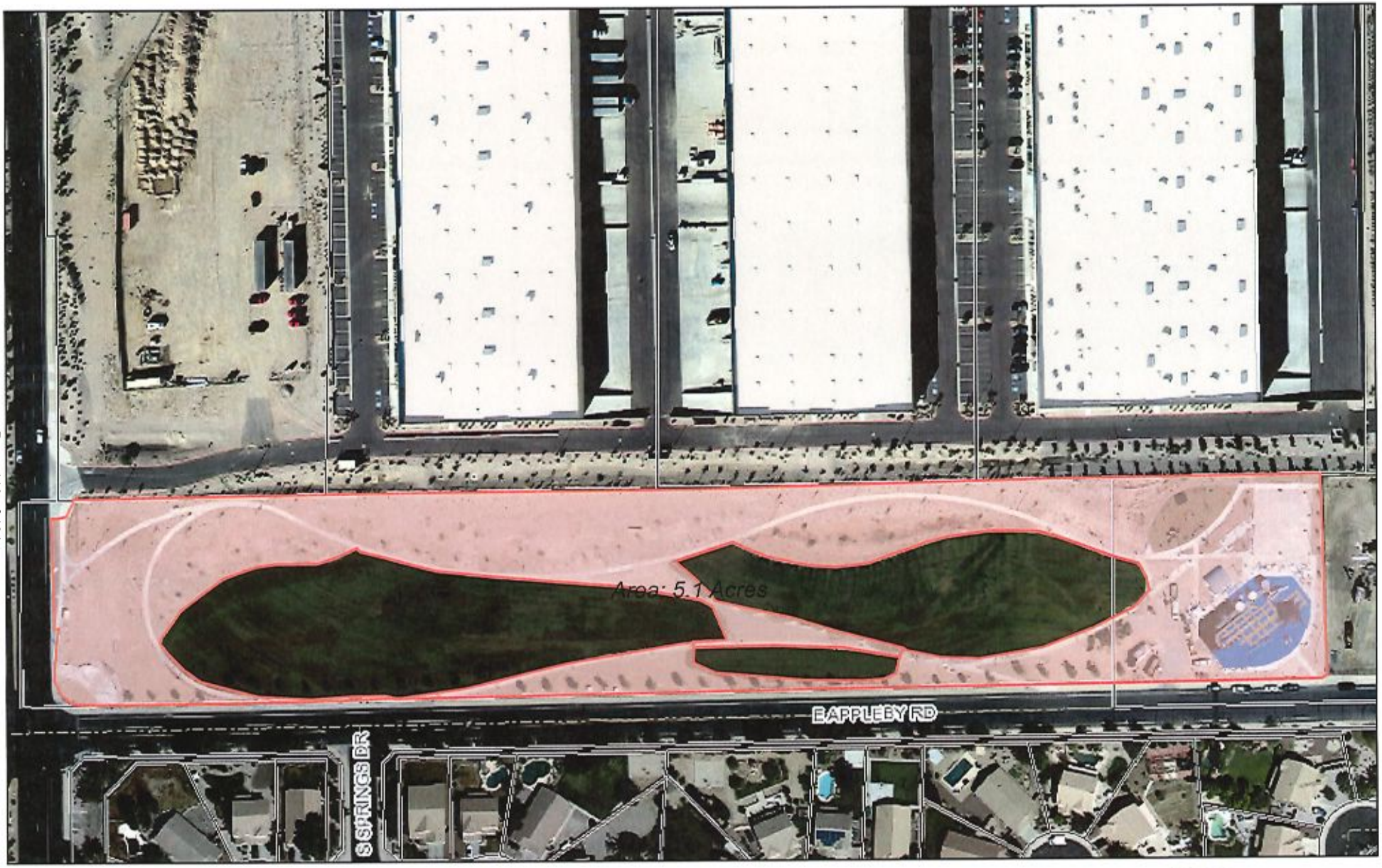
Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

Lantana Ranch Landscape Map 5.1 Acres



5/16/2023, 1:51:22 PM

1:2,310

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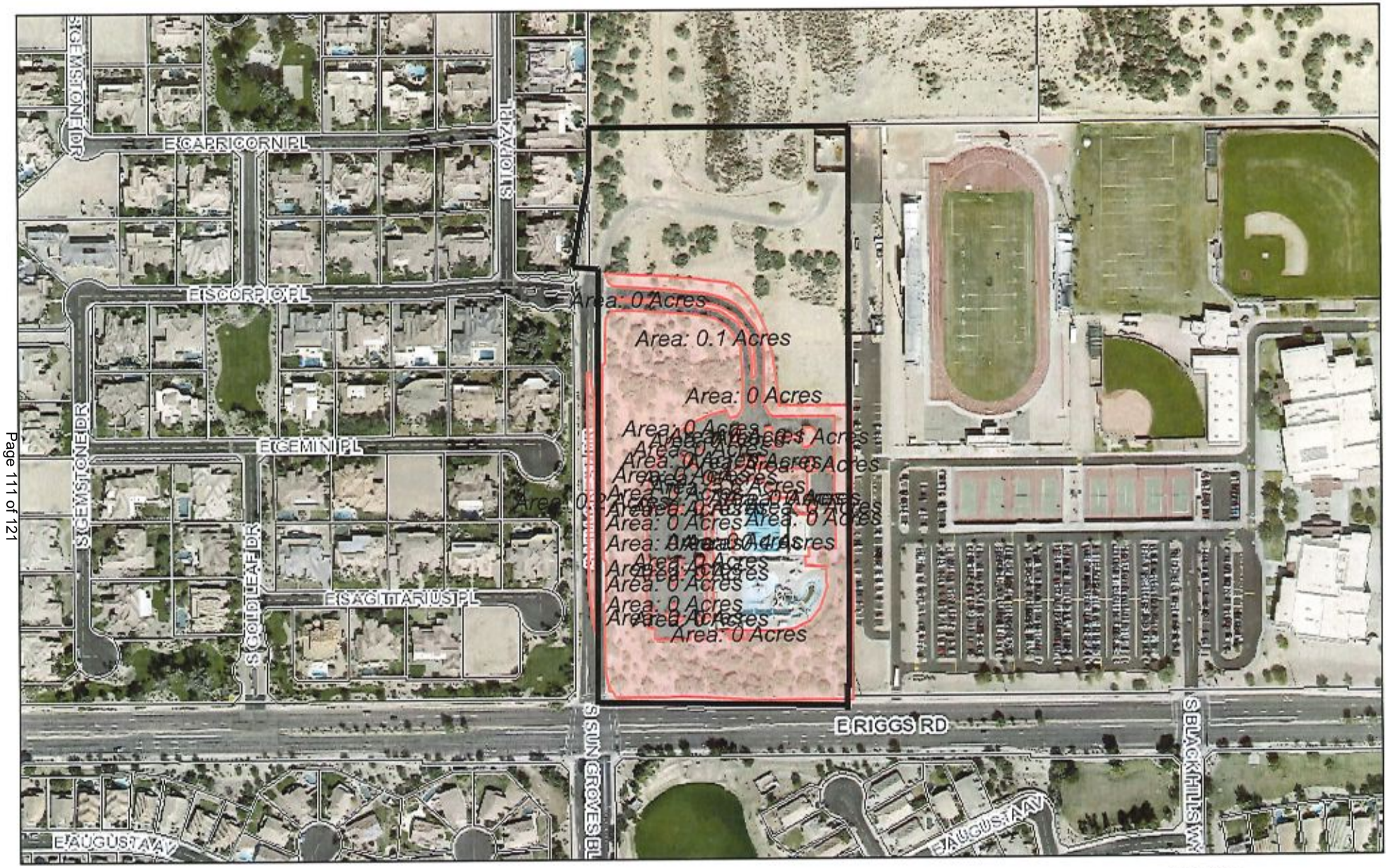
Josh Wagner

The City of Chandler IT Division makes no warranties, written or implied, regarding the information on this map. Data layers that appear on this map may not be accurate, current, or otherwise reliable.

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

Mesquite Groves Aquatics Landscape Map 7.0 Acres Includes Trash in the Parking Lot



10/29/2021, 2:13:46 PM

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0 0.05 0.1 0.2 km

Josh Wagner

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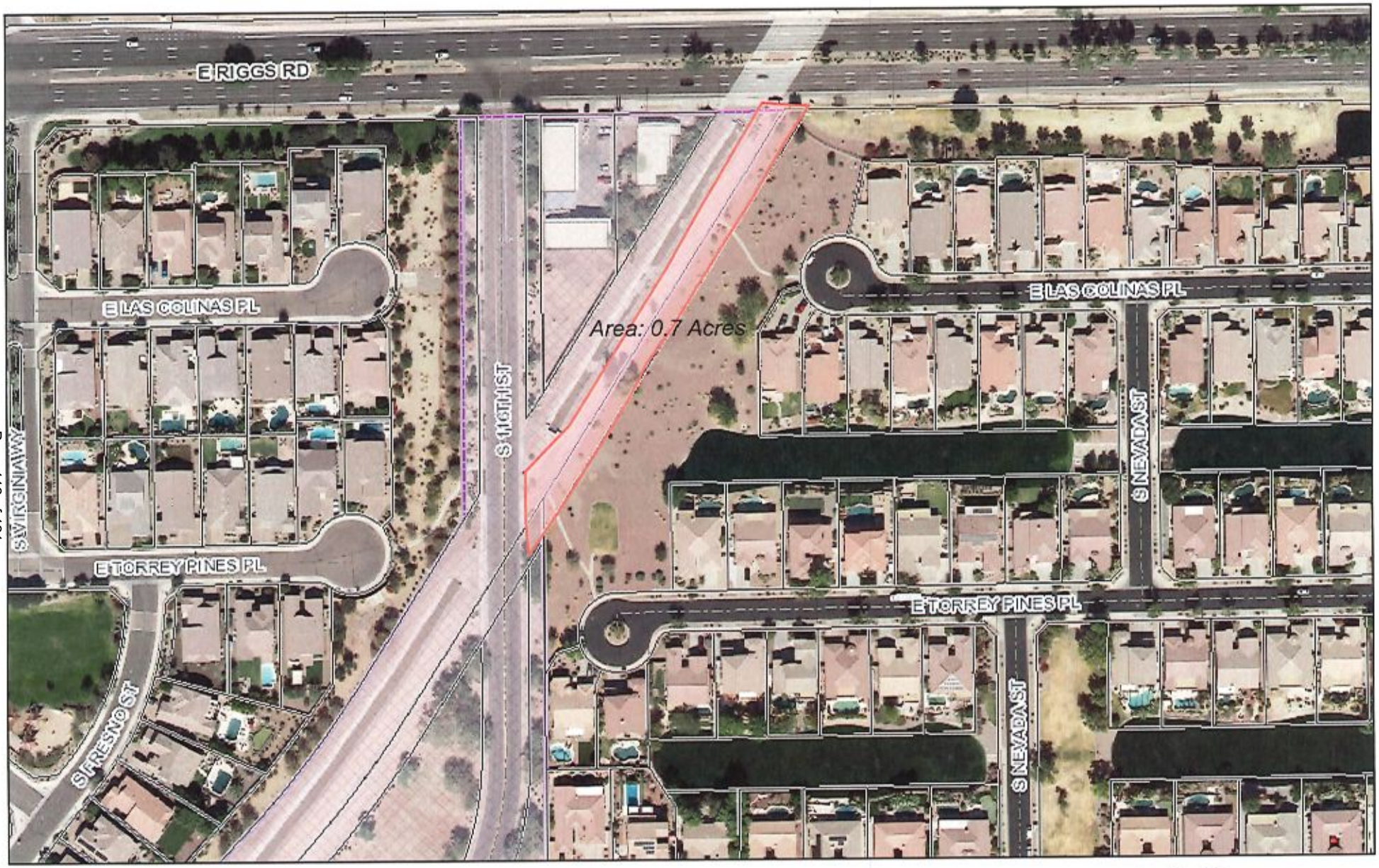
Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

Paseo Trail South of Riggs Rd. Landscape Map 0.7 Acres, Total Site 0.7 Acres



9/4/2024, 12:35:56 PM

1:2,455

0 0.02 0.04 0.07 mi

0 0.03 0.06 0.11 km

Josh Wagner

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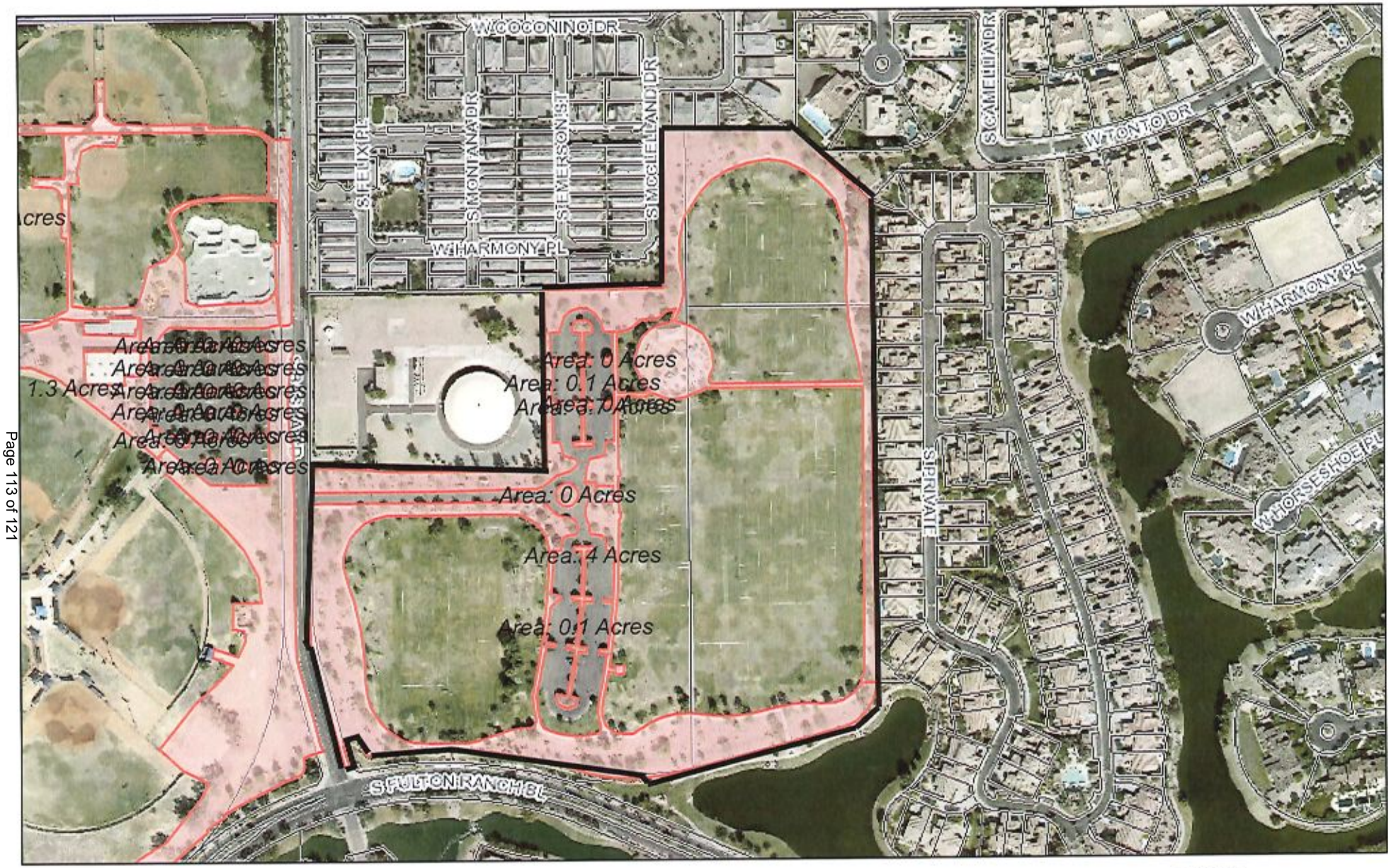
Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

Snedigar East Park Landscape Map 7.9 Acres Includes Trash in Parking Lot and Turf



10/21/2021, 11:40:34 AM

1:4,306

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0 0.05 0.1 0.2 km

Josh Wagner

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Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

Snedigar West Park Landscape Map 16.6 Acres Includes Trash in Parking Lot and Turf

12/9/2021, 7:17:18 AM

1:8,809

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0 0.1 0.2 0.4 km

Josh Wagner

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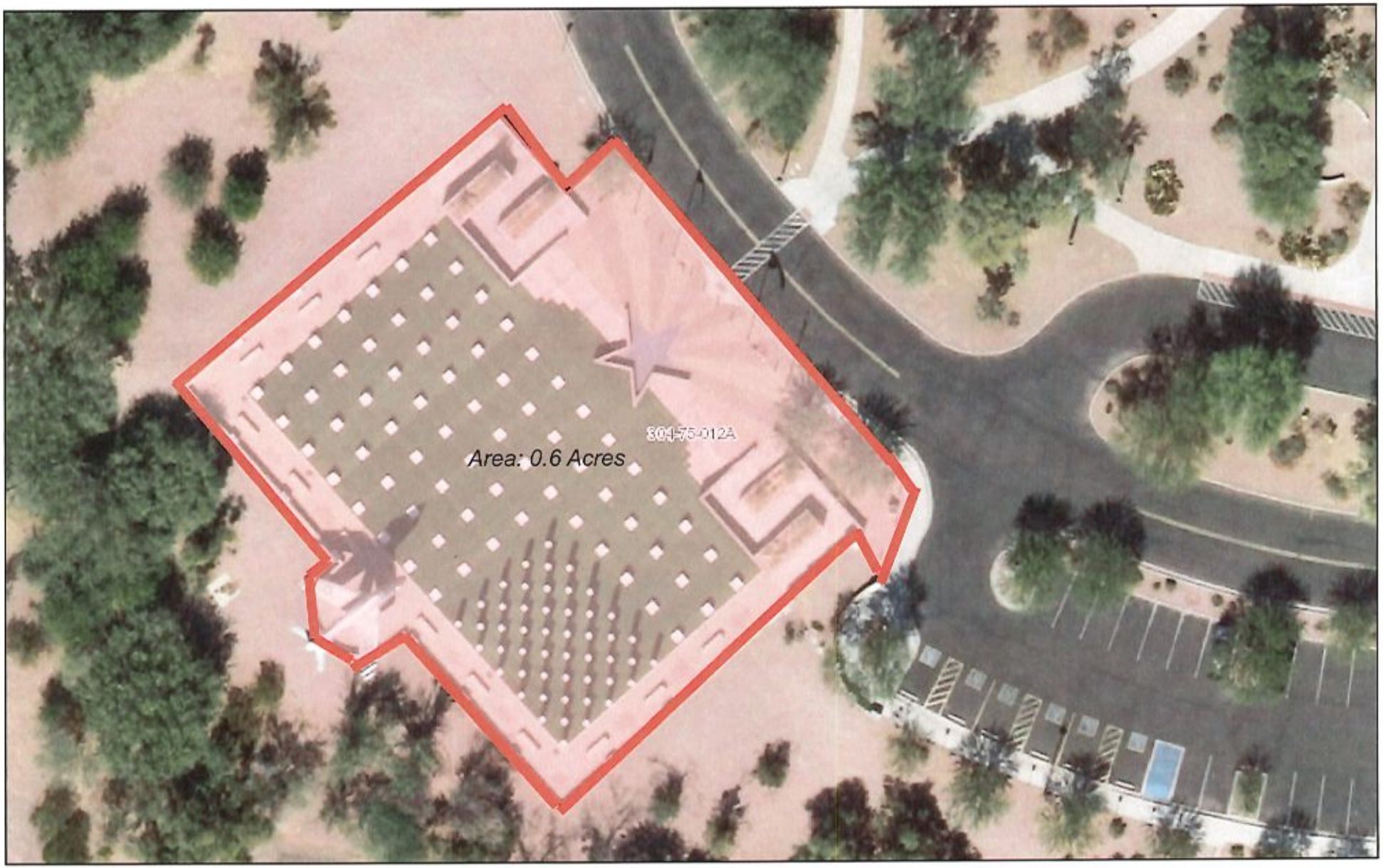
Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

Veterans Oasis Memorial Landscape Map 0.6 Acres, Total Site 0.6 Acres



9/4/2024, 8:47:36 AM

1:614

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Josh Wagner

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Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

Washington Lot Landscape Map 0.1 Acres, Total Site 0.3 Acres

9/4/2024, 8:24:45 AM

1:614

0 0 0.01 0.02 mi

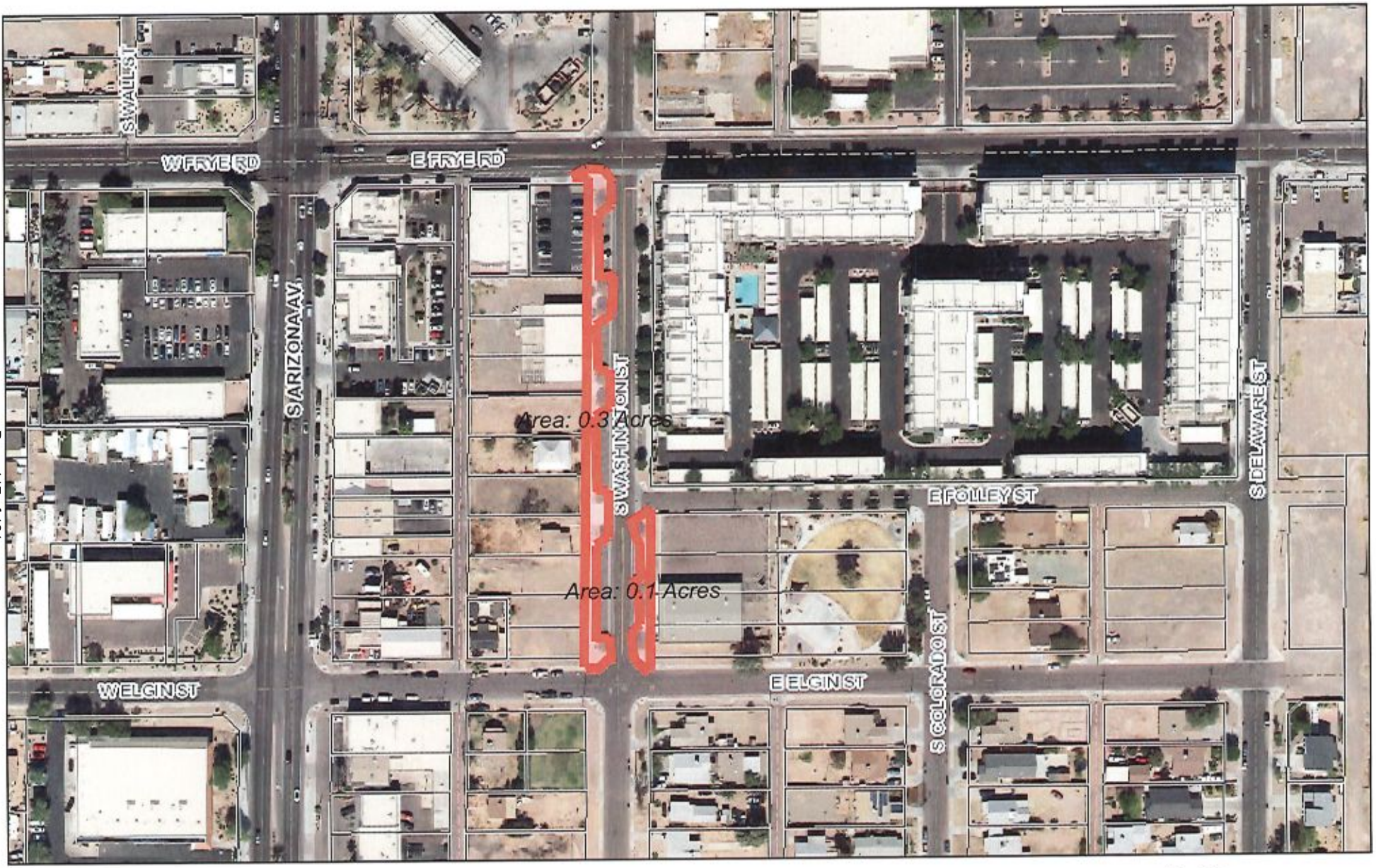
0 0.01 0.01 0.02 km

Josh Wagner

The City of Chandler IT Division makes no warranties, written or implied, regarding the information on this map. Data layers that appear on this map may not be accurate, current, or otherwise reliable.

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

Washington Street Landscape Map 0.3 Acres, Total Site 0.3 Acres



9/4/2024, 8:32:47 AM

1:2,455

0 0.02 0.04 0.07 mi

0 0.03 0.06 0.11 km

Josh Wagner

The City of Chandler IT Division makes no warranties, written or implied, regarding the information on this map. Data layers that appear on this map may not be accurate, current, or otherwise reliable.

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

Police Hamilton Facility 0.7 Acres

9/24/2024, 11:34:50 AM

1:1,617

0 0.01 0.02 0.04 mi

0 0.02 0.04 0.07 km

Josh Wagner

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Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

Police Property & Evidence Facility 4.4 Acres, Includes Parking Lot

9/24/2024, 11:28:18 AM

1:1,617

0 0.01 0.02 0.04 mi

0 0.02 0.04 0.07 km

Josh Wagner

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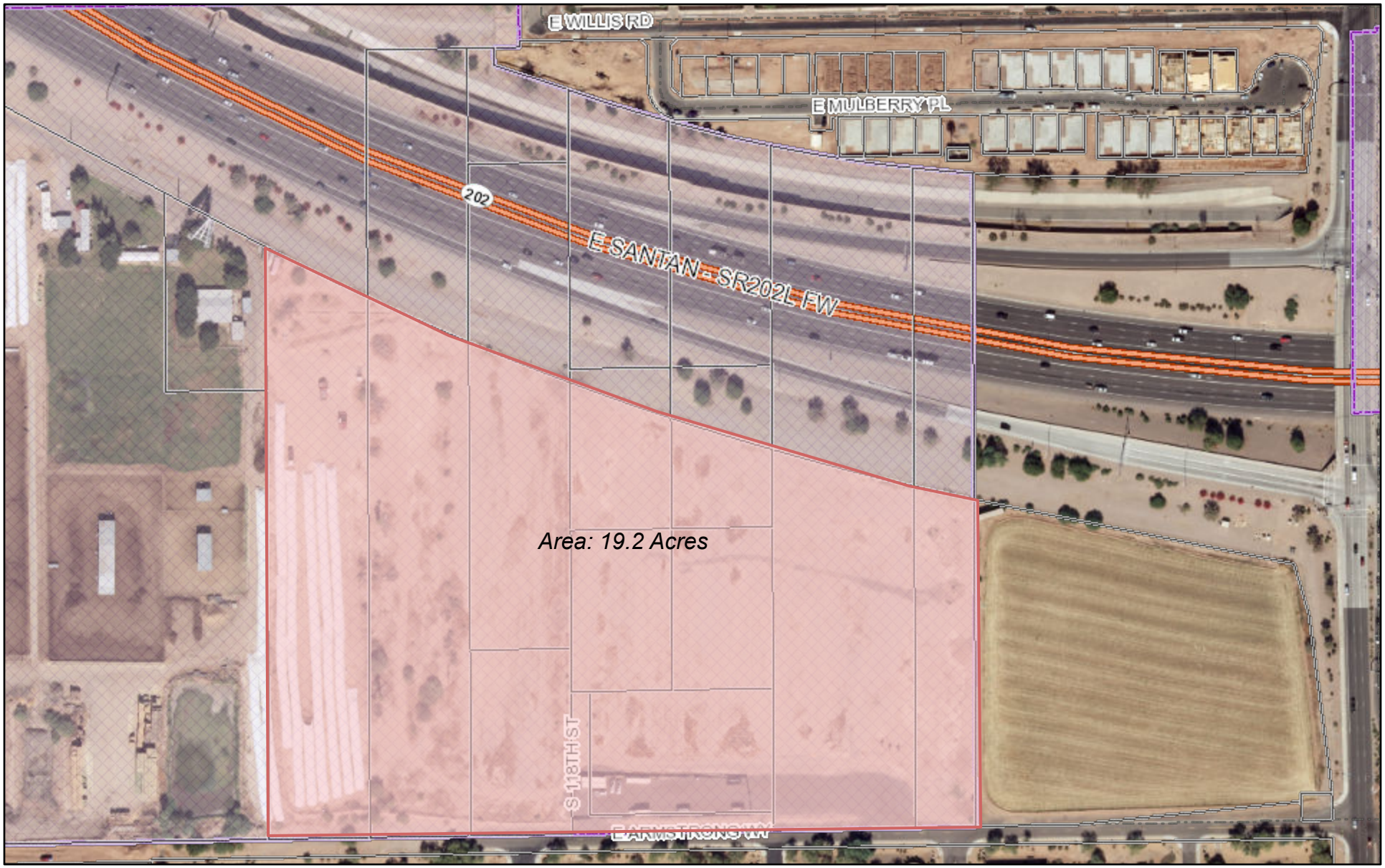
Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

Vacant Armstrong Lot 19.2 Acres



9/24/2024, 11:38:18 AM

1:3,234

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0 0.04 0.07 0.14 km

Josh Wagner

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Docusign Envelope ID: 8218EFB8-03D1-408E-8BFC-D506DC47D084

Vacant Lot East of Police Property 3.5 Acres

9/24/2024, 11:31:48 AM

1:1,617

0 0.01 0.02 0.04 mi

0 0.02 0.04 0.07 km

Josh Wagner

The City of Chandler IT Division makes no warranties, written or implied, regarding the information on this map. Data layers that appear on this map may not be accurate, current, or otherwise reliable.

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 24-061

Date: December 09, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kevin Snyder, Development Services Director
From: Taylor Manemann, Associate Planner
Subject: PLH24-0021/PLT24-0007 Chandler 56
Introduction and Tentative Adoption of Ordinance No. 5114
Request: Rezoning from Planned Area Development (PAD) for automobile storage and salvage yard uses to Planned Area Development (PAD) for Planned Industrial (I-1) type uses and automotive accessory sales and installation uses

Preliminary Development Plan (PDP) approval for site layout and building architecture

Preliminary Plat approval for an industrial development within three lots
Location: 13.9-acre site generally located 1/4 mile north of the northeast corner of 56th Street and Chandler Boulevard
Applicant: Jason Morris; Withey Morris Baugh, PLC

Proposed Motion:

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 5114 approving PLH24-0021 Chandler 56, Rezoning from Planned Area Development (PAD) for automobile storage and salvage yard uses to Planned Area Development (PAD) for Planned Industrial (I-1) type uses and automotive accessory sales and installation uses, subject to the conditions as recommended by Planning staff.

Preliminary Development Plan

Move City Council approve Preliminary Development Plan, PLH24-0021 Chandler 56, for site layout and building architecture, subject to the conditions as recommended by Planning staff.

Preliminary Plat
Move City Council approve Preliminary Plat,
PLT24-0007 Chandler 56, subject to the condition as recommended by Planning staff.

Background Data:

- Subject site is approximately 13.9 acres and currently consists of two parcels zoned PAD for automobile storage and salvage yard uses
- Both parcels were zoned under separate cases, with the southern parcel receiving PAD zoning in 1987 followed by the northern parcel in 1994
- The site is currently used as an industrial storage yard with a warehouse, repair garage, and ancillary structures
- The applicant is proposing a single-phase project consisting of three (3) flex industrial buildings, allowing for light industrial uses, research and development, tech-related businesses, and automotive accessory sales and installation
- The site is currently owned by Sun Valley Community Church and was previously owned by Valley Christian Schools. Both the church and the school had considered expanding their operations to the site, but declined to pursue this option after discovering more about the site's constraints and incompatibility with city adopted plans designating the site as industrial.
- The site's adjacency to existing industrial land uses on all sides and current traffic constraints are ultimately not conducive to schools, churches, and other public assembly uses on the site
- Staff is proposing a stipulation to prohibit schools, churches and other public assembly uses (e.g. wedding venues and event halls) to ensure the uses on the site remain compatible with the surrounding industrial land uses

Surrounding Land Use Data:

North	Industrial (Construction Company and HVAC Contractor)	South	Industrial (Paving Materials Supplier)
East	Industrial (Asphalt Contractor)	West	56th Street, then Industrial Uses

General Plan and Area Plan Designations:

Plan	Existing	Proposed
General Plan	Employment within the Loop202/I-10 growth area	No Change

Proposed Development

Lot Size	13.9 acres
Building Square Footage	Three buildings totaling approximately 181,040 sq. ft.
Building Height	37'-7" provided 50' maximum allowed under PAD
Building Setbacks	Front (56th Street): 50' Side (North): 10' Side (South): 10' Rear (East): 10'
Landscape Setbacks	Front (56th Street): 20' Side (North): 10' Side (South): 10' Rear (East): 10' Perimeter landscaping is not required within the truck court to the east and south of Building C, given its adjacency to existing industrial uses
Lot Coverage	29% provided 55% maximum allowed under PAD
Proposed Materials	Concrete tilt with formed reveals Steel Canopies with wire mesh soffit at main entrances Color theme of gray tones with blue accents
Parking Spaces Required	363 parking spaces 2 stalls per 1,000 sq. ft.
Parking Spaces Provided	377 parking spaces

Review and Recommendation

The subject site is approximately 13.9 acres and consists of two parcels currently zoned PAD for automobile storage and salvage yard uses. Both parcels were zoned under separate zoning cases with the southern parcel receiving PAD zoning in 1987, followed by the northern parcel in 1994. The site is currently used as an industrial storage yard with a warehouse, repair garage, and ancillary structures.

The proposed development is a single-phase project consisting of three (3) flex industrial buildings allowing for light industrial uses, research and development, tech-related businesses, and automotive accessory sales and installation uses.

Schools, churches, and other public assembly uses would be prohibited on the site. There are currently no end-users designated for the three buildings and therefore, the development has been designed to accommodate a wide array of industrial users. The three buildings have been designed to be divisible per market demand. At this time, Buildings A and B are contemplated as single tenant buildings, while Building C is contemplated to accommodate two tenants.

The primary building material is tilt-up concrete panels and painted gray tones with an accent of blue. The main entrances to each building are visible from 56th Street and feature geometric cast-in concrete reveals and vision glass windows. The Site Plan has been designed around a 60-foot-wide gas easement which runs through the middle of the site. As the possible improvements are limited within this easement area, it will instead be utilized as a fire lane which doubles as a landscaped, pedestrian walkway. The walkway will be constructed with stabilized decomposed granite and landscaped in a way that encourages pedestrian activity and further activates this portion of the site.

Per Zoning Code Section 35-1902(5)(C), the Zoning Administrator may reduce or waive screening requirements for roof mounted equipment if a building is located within an industrial center or business park and roof-mounted equipment will not be visible from an arterial street or residential property. The applicant has provided a sight-line exhibit and roof plan to highlight portions of the roof where equipment cannot be located, to ensure no roof-mounted equipment will be visible from 56th Street. With no roof-mounted equipment visible from 56th Street and no residential property adjacent to the site, staff supports this reduction in screening requirements.

There are three (3) access drives proposed along 56th Street. The middle access drive aligns with Erie Street and provides full movement for predominantly truck traffic. The central drive serves the truck courts for all three buildings, which are oriented internal to the site and screened from public view by 8-foot-tall walls. The other two drives provide right-in / right-out movement to access auto parking and the front of the buildings. This will provide separation between truck and auto traffic. There are 377 auto parking stalls provided, exceeding the City's requirement of 2 stalls per 1,000 square feet. Provisions for future EV charging stations are integrated into the plan so that charging stations can be installed at a future time with tenant demand.

The proposed flex industrial development is compatible land use with the surrounding area and the General Plan Land Use designation. As such, Planning staff recommends approval subject to conditions.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- As the site is not located within 600 feet of any residentially zoned property, a written notice was sent in lieu of holding a neighborhood meeting.
- A public hearing sign was posted on the site.
- As of the writing of this memo, Planning staff is not aware of any concerns or opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting November 20, 2024
Motion to Approve

In Favor: 7 Opposed: 0 Absent: 0

Recommended Conditions of Approval

Rezoning

Planning and Zoning Commission recommends the City Council approve the Rezoning from PAD for automobile storage and salvage yard uses to PAD for Planned Industrial (I-1) type uses and automotive accessory sales and installation uses, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled “Chandler 56” and kept on file in the City of Chandler Planning Division, in File No. PLH24-0021, 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. Uses permitted on the property shall be those permitted in the I-1 zoning district and automotive accessory sales and installation uses.

3. Schools, churches and other places of public assembly shall be prohibited.

4. The use of a data center as the primary use shall be prohibited.

5. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

6. Future median openings shall be located and designed in compliance with City-adopted design standards (Technical Design Manual #4).

7. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.

8. The developer shall be required to install landscaping in the arterial street median(s) adjoining this project. In the event that the landscaping already exists within such median(s), the developer shall be required to upgrade such landscaping to meet current City standards.

9. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.

10. The landscaping in all open-spaces shall be maintained by the adjacent property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.

11. Minimum building setbacks shall be as follows:

Property Line Location	Minimum Building Setback
Front (56th Street)	50'
Side (North Property Line)	10'
Side (South Property Line)	10'
Rear (East Property Line)	10'

Preliminary Development Plan
Planning and Zoning Commission recommends the City Council approve the Preliminary Development Plan, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Chandler 56" and kept on file in the City of Chandler Planning Division, in File No. PLH24-0021, 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. The site shall be maintained in a clear and orderly manner.

3. Landscaping plans (including for open space, rights-of-ways, and street medians) and perimeter walls shall be approved by the Planning

Administrator.

4. Landscaping shall be maintained at a level consistent with or better than at the time of planting.

5. Fifty percent of the trees planted along the arterial streets shall be a minimum of 36-inch box and be a minimum of 12-feet in height at the time of planting.

6. All raceway signage shall be prohibited within the development.

7. The monument sign panels shall have an integrated or decorative cover panel until a tenant name is added to the sign.

8. Sign packages, including free-standing signs as well as wall-mounted signs, shall be designed in coordination with landscape plans, planting materials, storm water retention requirements, and utility pedestals, so as not to create problems with sign visibility or prompt the removal of required landscape materials.

9. All mechanical equipment, including HVAC, utility meters, etc. shall be screened from view by material(s) that are architecturally integrated and consistent with the proposed buildings.

10. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.

Preliminary Plat
Planning and Zoning Commission recommends the City Council approve the Preliminary Plat subject to the following condition:

1. Approval by the City Engineer and Planning Administrator with regard to the details of all submittals required by code or condition.

Attachments

Ordinance No. 5114
Vicinity Maps
Development Booklet

ORDINANCE NO. 5114

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING A PARCEL FROM PLANNED AREA DEVELOPMENT (PAD) FOR AUTOMOBILE STORAGE AND SALVAGE YARD USES TO PLANNED AREA DEVELOPMENT (PAD) FOR PLANNED INDUSTRIAL (I-1) TYPE USES AND AUTOMOTIVE ACCESSORY SALES AND INSTALLATION USES IN CASE PLH24-0021 (CHANDLER 56) LOCATED APPROXIMATELY A QUARTER MILE NORTH OF THE NORTHEAST CORNER OF 56TH STREET AND CHANDLER BOULEVARD WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR PENALTIES.

WHEREAS, an application for rezoning certain property within the corporate limits of Chandler, Arizona, has been filed in accordance with Article XXVI of the Chandler Zoning Code; and

WHEREAS, the application has been published in a local newspaper with general circulation in the City of Chandler, giving fifteen (15) days' notice of the time, place, and date of public hearing; and

WHEREAS, a notice of such hearing was posted on the property at least seven (7) days prior to the public hearing; and

WHEREAS, the City Council has considered the probable impact of this ordinance on the cost to construct housing for sale or rent; and

WHEREAS, a public hearing was held by the Planning and Zoning Commission as required by the Zoning Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. Legal Description of Property:

EXHIBIT 'A'

Said parcel is hereby rezoned from PAD for automobile storage and salvage yard uses to PAD for Planned Industrial (I-1) type uses and automotive accessory sales and installation uses, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Chandler 56" and kept on file in the City of Chandler Planning Division, in File No. PLH24-0021, 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. Uses permitted on the property shall be those permitted in the I-1 zoning district and automotive accessory sales and installation uses.

3. Schools, churches and other places of public assembly shall be prohibited.

4. The use of a data center as the primary use shall be prohibited.

5. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

6. Future median openings shall be located and designed in compliance with City-adopted design standards (Technical Design Manual #4).

7. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.

8. The developer shall be required to install landscaping in the arterial street median(s) adjoining this project. In the event that the landscaping already exists within such median(s), the developer shall be required to upgrade such landscaping to meet current City standards.

9. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.

10. The landscaping in all open spaces shall be maintained by the adjacent property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.

11. Minimum building setbacks shall be as follows:

Property Line Location	Minimum Building Setback
Front (56th Street)	50'
Side (North Property Line)	10'
Side (South Property Line)	10'

Rear (East Property Line)	10'

Section 2. The Planning Division of the City of Chandler is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of said Zoning Code in compliance with this Ordinance.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance, or any parts hereof, are hereby repealed.

Section 4. In any case, where any building, structure, or land is used in violation of this Ordinance, the Planning Division of the City of Chandler may institute an injunction or any other appropriate action in proceeding to prevent the use of such building, structure, or land.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then this entire ordinance is invalid and shall have no force or effect.

Section 6. A violation of this Ordinance shall be a Class 1 misdemeanor subject to the enforcement and penalty provisions set forth in Section 1-8.3 of the Chandler City Code. Each day a violation continues, or the failure to perform any act or duty required by this Ordinance or the Zoning Code, shall constitute a separate offense.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2024.

ATTEST:

_____ _____
CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2025.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5114 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2024, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Published:

Exhibit A
Legal Description

PARCEL NO. 1:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING NORTHWESTERLY OF THE CENTER LINE OF THE WESTERN CANAL.

PARCEL NO. 2:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 28;

THENCE SOUTH 00 DEGREES 04 MINUTES 30 SECONDS EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 1,327.82 FEET TO A POINT WHICH IS 15.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER AND THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 55 MINUTES 23 SECONDS EAST, ALONG THE NORTH FACE OF AN EXISTING BLOCK WALL AND THE WESTERLY PROLONGATION THEREOF, SAID NORTH FACE BEING 15 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER, 673.39 FEET;

THENCE SOUTH 56 DEGREES 56 MINUTES 33 SECONDS EAST, CONTINUING ALONG SAID NORTH FACE, 27.56 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 89 DEGREES 55 MINUTES 23 SECONDS WEST, ALONG SAID SOUTH LINE, 696.47 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER;

THENCE NORTH 00 DEGREES 04 MINUTES 30 SECONDS WEST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 15.00 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 28;

THENCE SOUTH 00 DEGREES 04 MINUTES 30 SECONDS EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 751.95 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 55 MINUTES 23 SECONDS EAST, ALONG A LINE THAT IS PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER, 731.11 FEET;

THENCE SOUTH 00 DEGREES 04 MINUTES 37 SECONDS WEST, ALONG A LINE PERPENDICULAR TO THE LAST COURSE, 571.11 FEET TO A POINT ON THE CENTER LINE OF THE KYRENE CANAL;

THENCE SOUTH 43 DEGREES 44 MINUTES 00 SECONDS WEST, ALONG SAID CENTERLINE, 27.31 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 89 DEGREES 55 MINUTES 23 SECONDS WEST, ALONG SAID SOUTH LINE, 14.22 FEET

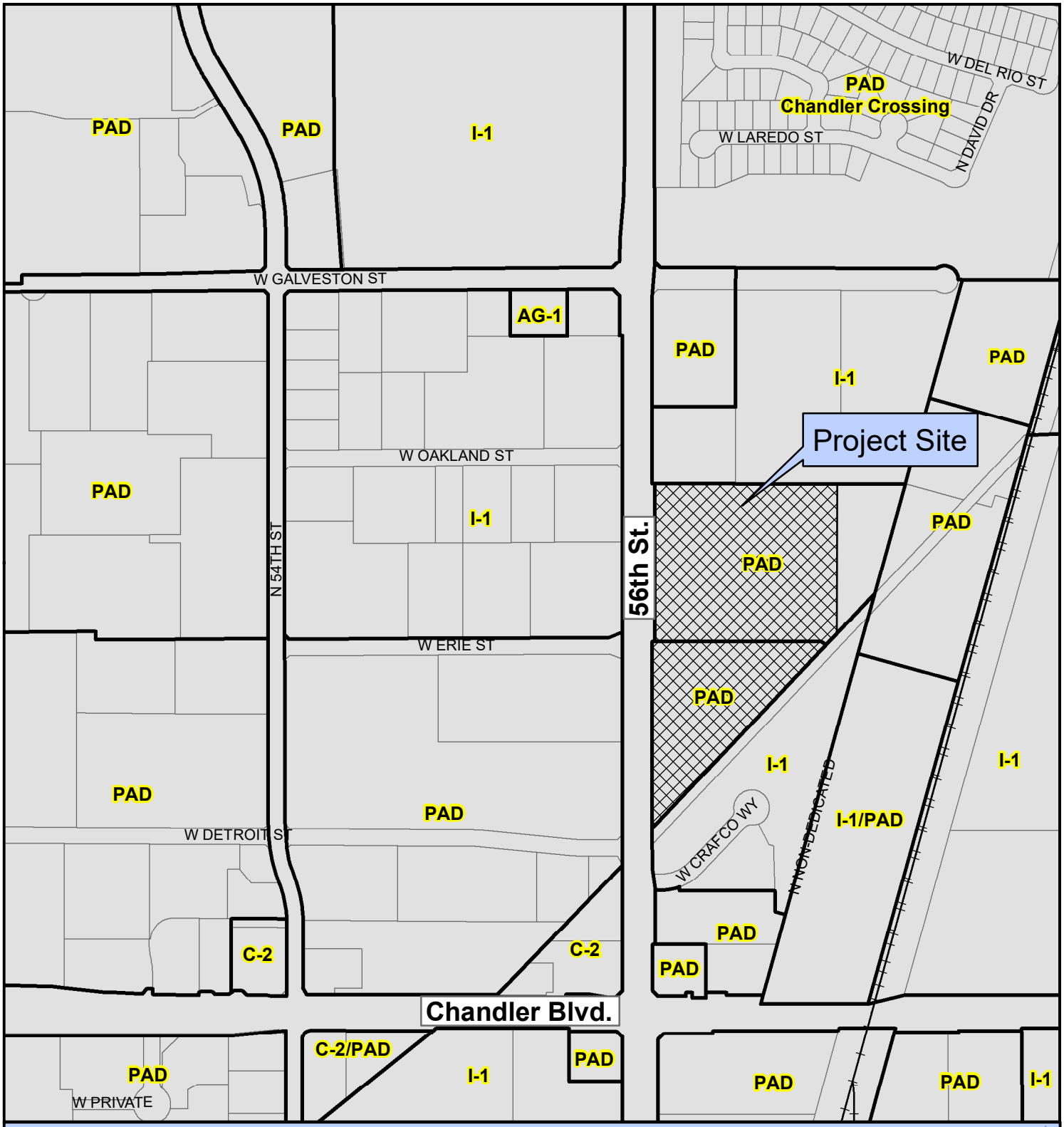
TO A POINT ON THE NORTH FACE OF AN EXISTING BLOCK WALL;

THENCE NORTH 56 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG SAID NORTH FACE, 27.56 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 23 SECONDS WEST, CONTINUING ALONG SAID NORTH FACE AND THE WESTERLY PROLONGATION THEREOF, SAID NORTH FACE BEING 15 FEET NORTH OF, AND PARALLEL WITH, THE SOUTH LINE OF SAID NORTHWEST QUARTER, 673.39 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 00 DEGREES 04 MINUTES 30 SECONDS WEST, ALONG SAID WEST LINE, 575.87 FEET TO THE POINT OF BEGINNING;

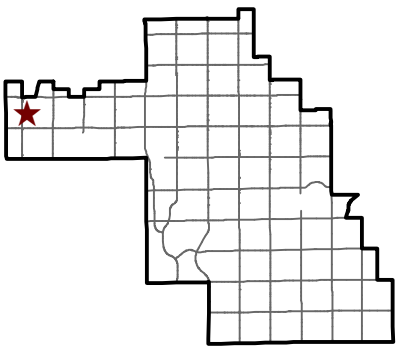
EXCEPT THE EAST 10.00 FEET OF THE WEST 65.00 FEET, THEREOF AS CONVEYED TO THE CITY OF CHANDLER, AN ARIZONA MUNICIPAL CORPORATION IN WARRANTY DEED RECORDED IN DOCUMENT NO. 95-225841 OF OFFICIAL RECORDS AND RE-RECORDED IN DOCUMENT NO. 96-0482329, OF OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA.



PLH24-0021/PLT24-0007 Chandler 56

N

Project Details
Rezone/PDP/Preliminary Plat
Approx. 13.9 Acres
Proposed Flex Industrial Development



CHANDLER arizona

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning

PLH24-0021/PLT24-0007 Chandler 56

N

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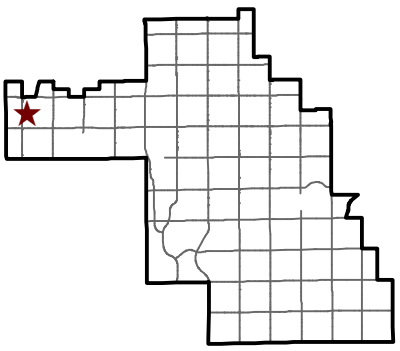

CHANDLER arizona

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
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Chandler 56

Rezoning, Preliminary Development Plan and Preliminary Plat Request

Case Nos. PLH24-0021, PLT24-0007

Final Submittal: October 28, 2024

3rd Submittal: October 11, 2024

2nd Submittal: September 17, 2024

1st Submittal: May 17, 2024

WITHEY MORRIS BAUGH

Development Team

Developer:

OPUS
THE OPUS GROUP

2555 East Camelback Road, Suite 100
Phoenix, AZ 85016

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Jason Morris / Stephanie Watney, AICP
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Phoenix, Arizona 85016

Architect:
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10350 Bren Road West Minnetonka, MN
55343-0110 952-656-4444

Civil Engineer:
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Phoenix, AZ 85020

Landscape Architect:
Studio DPA
P.O. Box 3489
Gilbert, AZ 85299

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I. PLANNED AREA DEVELOPMENT

A. Introduction and Project Overview

On behalf of Opus Development Company, L.L.C, a national developer of high-quality flex light industrial developments, this application is a request for approval of a Planned Area Development (PAD), Preliminary Development Plan ("PDP") and Preliminary Plat for the property located at the northeast corner of W Detroit Street and 56th Street, otherwise commonly known as Maricopa County Assessor's Parcel Numbers 301-68-006U ("South Parcel") and -006S ("North Parcel") (cumulatively, the "Property") (See **Tab A, Aerial Map**). The North Parcel is approximately 8.82 acres and the South Parcel is approximately 5.09 acres, for a total of approximately 14 acres. The Property is currently utilized as an industrial storage yard which features four (4) existing structures including a 5,000 square foot repair garage and 16,000 square foot storage warehouse, a 2,084 residential-type building and a 6,350 canopy structure. The Property is a prime infill industrial property, surrounded by other I-1 type uses.

As detailed herein, the intent of this PAD is to establish site-specific permitted uses, as well development standards and design criteria for redevelopment of the Property as a high-quality flex industrial development which will provide new employment opportunities within a designated growth area. The proposed Project features approximately 181,030 square feet of building area across three (3) buildings. The proposed development is an appropriate land use for the Property given the character of the surrounding area and site encumbrances including a 60' wide gas easement which runs through the middle of the site, which limits the extent of possible improvements within this area.

Ultimately, this PAD is compatible with existing land use patterns in the area and redevelopment of it will help further the City's goals for this growth area.

B. Relationship to Adjacent Properties

The Property is bound by 56th Street to the west; and, along its east boundary is the Kyrene Branch Canal. The area surrounding the Property consists of I-1 and PAD zoning to the north, east, south. To the west, beyond 56th Street, are I-1 and PAD uses.

C. General Plan and Zoning

The City of Chandler General Plan designation for the Property is "Employment". The "Employment" category is intended to strengthen the City's economic base by expanding growth areas and identifying a variety of employment areas for future growth. Major employers, knowledge-based industries, and industrial/business parks are encouraged within the Employment category. Additionally, a compatible mix of supporting commercial uses may be considered.

The Property is also designated as being within the Loop 202/I-10 Growth Area, which supports warehousing and large manufacturing with smaller support businesses. With the amount of traffic that passes by this area and the regional connectivity provided by the freeways, there is an opportunity to

redevelop the Property with new employment uses. The General Plan outlines policies for this Growth Area such as encouraging "business development that can benefit from strategic connectivity to regional, state, and interstate transportation key commerce corridors." Accordingly, this request conforms to the General Plan.

The North and South Parcel are zoned today with independent Planned Area Development districts for auto-storage and salvage uses. Because the existing PAD's are specific to auto-storage / salvage uses, a rezoning is required to provide a framework for development of the Property as envisioned. Accordingly, this PAD/PDP is requested to allow flex light industrial uses as permitted at the Property, and to establish site layout and building architecture for the Project, as detailed further below. This request will result in the highest and best use of the Property.

D. Permitted Uses

All uses permitted in the Planned Industrial (I-1) District of the Chandler Zoning Ordinance; research and development; tech-related business; and automotive accessory sales and installation uses. School uses shall be prohibited.

II. Preliminary Development Plan

The PDP establishes the site and building standards for development of the Property.

A. Development Standards

All development standards in the I-1 zoning district of the Chandler Zoning Ordinance shall apply to the Property, except as provided herein. In the event of a conflict between a provision of this application and a provision of the Chandler Zoning Ordinance, the provisions of this PAD shall apply. Refer to **Table 1** for a summary of development standards for this proposal.

Table 1 – Development Standards	
Development Standard	**PAD**
Building Height	Max. 55 feet
Building Setbacks (Min)	
Front (56th Street)	50'
Side (North Property Line)	10'
Side (South Property Line)	10'
Rear (East Property Line)	10'
Perimeter Landscape Setbacks (Min)	
Front (56th Street)	20'
Side (North Property Line)	10'
Side (South Property Line)	10' (1)
Rear (East Property Line)	10' (1)
Lot Coverage (Max)	55%

(1) *Perimeter landscaping is not required within the truck court to the east and south of Building C, given its adjacency to existing I-1 industrial uses and potential for conflicts.

B. Site Layout and Design

The proposed project consists of three flex-industrial buildings totaling approximately 181,030 gross square feet. Refer to **Tab B**, **Conceptual Site Plan**. The Project is being developed on a speculative basis, without known tenants, and is designed to accommodate a wide array of industrial users.

Three (3) access drives are proposed along 56th Street. The central access drive aligns with Erie Street and provides full movement for predominantly truck traffic. The central drive serves the truck courts, which are oriented internal to the site and screened from public view by 8-foot-tall walls. The outboard drives provide right-in / right-out movement to access auto parking and the front of the buildings. Auto parking is screened from public view by a combination of 32-inch-tall CMU walls and landscaping. The strategy for the access drives and internal vehicular circulation provides separation between truck and auto traffic to improve site function and safety. Pedestrian sidewalks at the north and south of the site connect the main entrances of the buildings to the existing public sidewalk along 56th Street. Approximately 377 auto parking stalls are provided at a ratio exceeding 2 stalls per 1,000 square feet, and thus meets the City's new parking requirements for flex industrial uses. Provisions for future EV charging stations are integrated into the plan so that charging stations can be installed at a future time with tenant demand.

Two (2) gas lines exist within a 60' wide easement which runs through the middle of the site, thus limiting the extent of possible improvements within this area. However, the gas easement area is planned to include a stabilized decomposed granite fire lane which doubles as a walkway and will be landscaped in a way that encourages pedestrian activity as a means of activating this portion of the site.

C. Architectural Design and Theme

The architectural vernacular of the proposed buildings is a modern character, with clean edges and forms provided. The main entrances to each building are visible from 56th Street and they stand out with a prominent geometric form. The entrance architecture is sculpted in a way that provides shade and integrates with the landscape design to provide pedestrian amenities. The primary building material is tilt-up concrete panels, which are embossed with a series of reveals and painted grey tones with an accent of blue. A mid-tone grey band is provided along the base of each building to visually anchor them to the ground and includes pedestrian scaled details. Windows are provided at eye level where potential office space would go, and clerestory windows are provided higher in the walls to allow daylight to penetrate deep into the space. Vertical banding carries across the façade to provide visual interest and uniformity across all buildings. The site is intended to have a campus-like architectural aesthetic. The project buildings are organized with internal truck courts and external auto parking. See **Tab C, Perspective Renderings, Tab E, Elevations, and Tab F, Colors and Materials Palette**.

D. Landscaping and Walls

Landscaping will be provided in accordance with the Zoning Ordinance, unless otherwise modified herein. The landscape architectural design for Chandler 56 will utilize a mix of regionally appropriate hardscape and planting materials that adhere to City of Chandler requirements, as well as fit with the surrounding area. The hardscape design will feature site amenities at each building entry including a low courtyard wall, bench seating, large-boxed shade trees and a boulder garden. The design of these elements is coordinated with the architectural features of the building, including related shade canopies.

Plant selections are based on low water use, durability, year-round color, and appropriateness of commercial sites. Landscape zones were established within the project limits and include Perimeter, Basins, Entries, Parking and Foundation plantings. Each zone is designed to utilize the best characteristics of the materials and maximize efficiency and aesthetics.

A low water use drip system and smart controller with rain sensors will be used for all landscape irrigation within the project site. No turf is being proposed.

The Project's frontage is planned with formal placements of Red Push Pistache, Evergreen Elm and Desert Willow, as well as strong massings of shrubs and accents, resulting in a strong formal streetscape design. Color, texture and massings will create visual interest for people and cars passing by. See **Tab D, Landscape Plan** and **Tab G, Site Details.**

The Property features an existing perimeter wall along the all sides of the Property excluding the street frontage. Perimeter and parking screen walls will be provided, as appropriate, along the 56th Street frontage to screen auto parking areas and truck dock areas.

E. Parking

As noted, there are 362 parking spaces required for the proposed development and 377 parking spaces are provided, exceeding the code minimums. The provided parking includes eleven (11) EV capable spaces and fifteen (15) accessible parking spaces. Bike racks will also be provided at each building entrance.

F. Signage

Signage for the Project will comply with the City's Zoning Code requirements.

G. Phasing

It is anticipated that the Project will be developed under a single phase, subject to market conditions.

III. Engineering

A. Grading and Drainage

Stormwater retention for the 100-year, 2-hour storm will be retained onsite in a combination of surface and underground retention basins. Retention basins will dissipate within 36-hours by the use of surface percolation and drywells. The site will be graded to drain stormwater runoff into these retention basins by the use of surface conveyance and storm drains pipes. **See *Tab H,* Preliminary Grading and Drainage Plan.** A preliminary plat is also provided herein at **Tab I**.

B. Water and Sewer

This Property is bound on the west by public right-of-way and existing public water and sewer infrastructure. Each building will have a separate domestic water and sanitary sewer service. For fire protection, a fire line will loop around the site with fire hydrants spaced at 500-foot maximum intervals to meet City of Chandler Fire Department requirements.

IV. Summary

Chandler 56 PAD will provide an attractive, high-quality development that will attract employment users to the area and provide new building inventory for businesses and employers who will contribute to the economic vitality of the City. This flexible project will accommodate a variety of business sizes and types to locate or expand their operations in an identified growth area. The proposed PAD/PDP conforms with and promotes the goals and objectives of the City of Chandler General Plan.

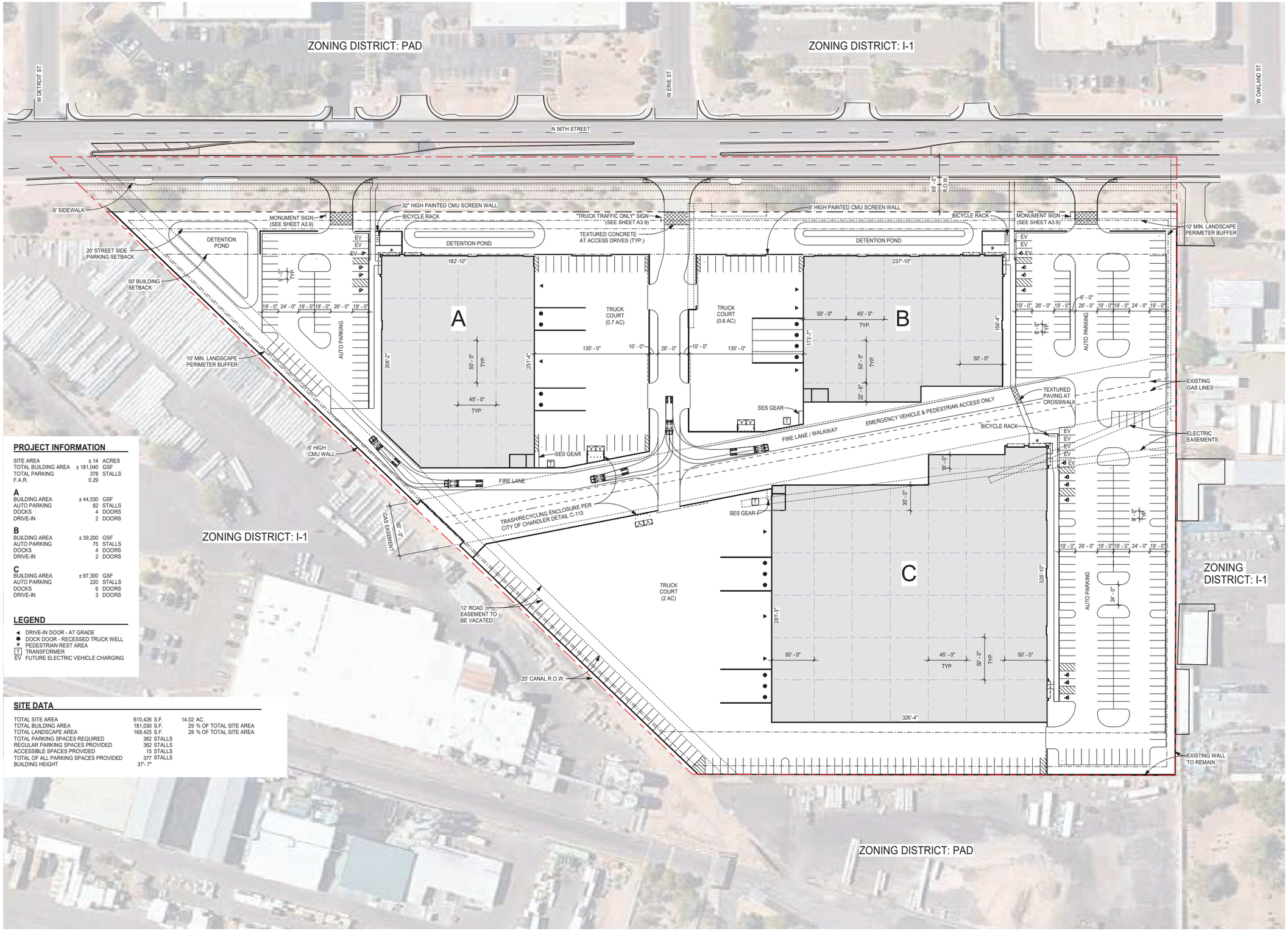
TAB A

SITE AERIAL MAP

WITHEY MORRIS BAUGH

N

TAB B



PROJECT INFORMATION

SITE AREA	± 14	ACRES
TOTAL BUILDING AREA	± 181,040	GSF
TOTAL PARKING	378	STALLS
F.A.R.	0.29	

A

BUILDING AREA	± 44,530	GSF
AUTO PARKING	82	STALLS
DOCKS	4	DOORS
DRIVE-IN	2	DOORS

B

BUILDING AREA	± 39,200	GSF
AUTO PARKING	75	STALLS
DOCKS	4	DOORS
DRIVE-IN	2	DOORS

C

BUILDING AREA	± 97,300	GSF
AUTO PARKING	220	STALLS
DOCKS	6	DOORS
DRIVE-IN	3	DOORS

LEGEND

- ◄ DRIVE-IN DOOR - AT GRADE
- ● DOCK DOOR - RECESSED TRUCK WELL
- ✱ PEDESTRIAN REST AREA
- T TRANSFORMER
- EV FUTURE ELECTRIC VEHICLE CHARGING

SITE DATA

TOTAL SITE AREA	610,426 S.F.	14.02 AC.
TOTAL BUILDING AREA	181,030 S.F.	29 % OF TOTAL SITE AREA
TOTAL LANDSCAPE AREA	168,425 S.F.	28 % OF TOTAL SITE AREA
TOTAL PARKING SPACES REQUIRED	362	STALLS
REGULAR PARKING SPACES PROVIDED	362	STALLS
ACCESSIBLE SPACES PROVIDED	15	STALLS
TOTAL OF ALL PARKING SPACES PROVIDED	377	STALLS
BUILDING HEIGHT	37'- 7"	

0' 25' 50' 100'

PLOT DATE: 10/9/2024 5:02:30 PM

OPUS
THE OPUS GROUP

Opus AE Group, L.L.C.
10350 Bren Road West
Minnetonka, MN 55343-0110
952-656-4444

Opus Design Build, L.L.C.
2555 E Camelback Road, Suite 100
Phoenix, AZ 85016
602-648-5099

PROJECT
Envision 56

PROJECT ADDRESS
Chandler, AZ

PROJECT NUMBER
#32338

ISSUE RECORD

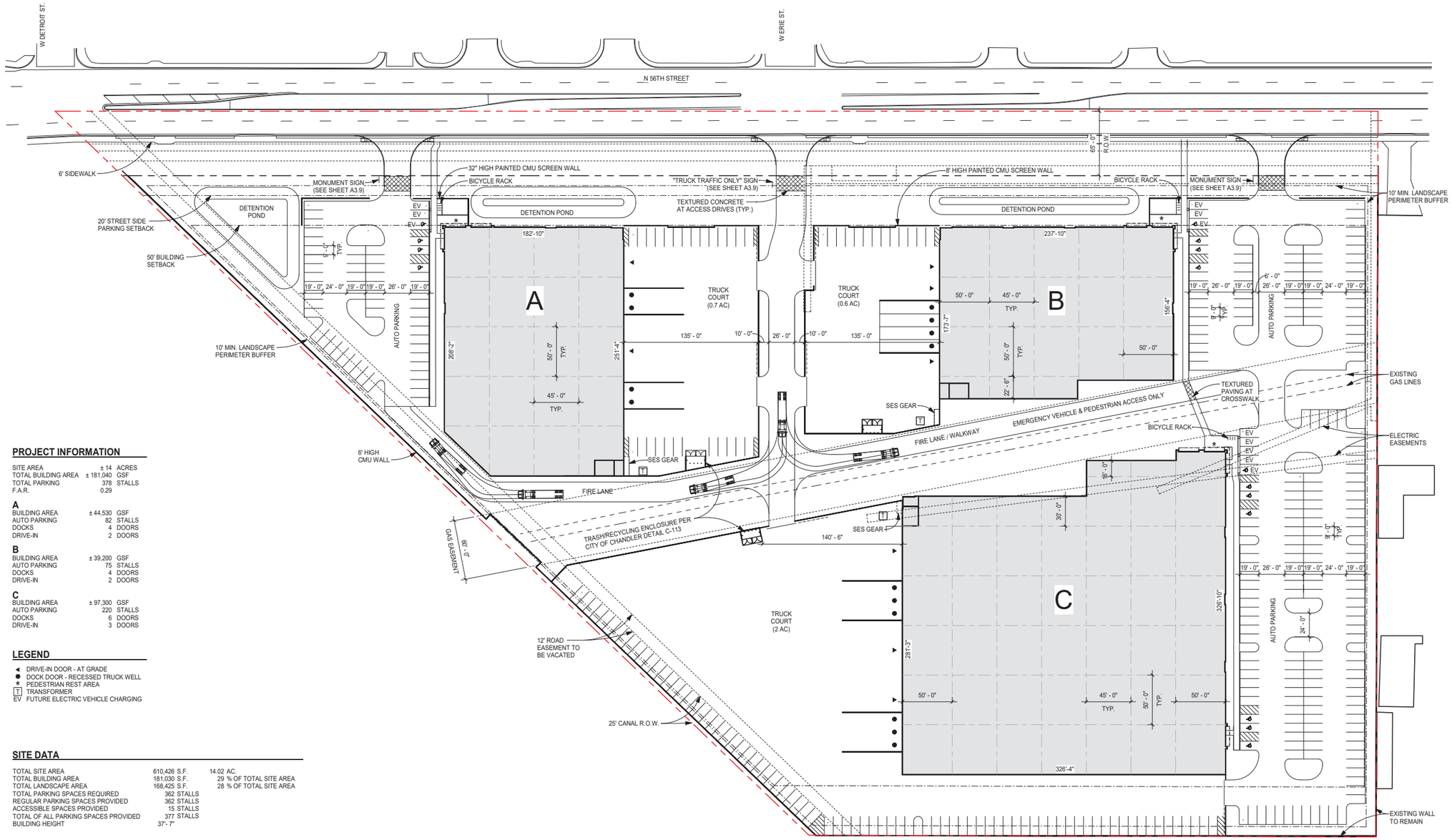
05/16/24	PDP - 1ST SUBMITTAL
09/11/24	PDP - 2ND SUBMITTAL
10/09/24	PDP - 3RD SUBMITTAL

DATE
10/09/24
PROJECT MANAGER
CL
DRAWN BY
JW
CHECKED BY
DN

REGISTRATION

SHEET TITLE
Concept Site Plan

SHEET NUMBER
A1.1



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BUILDING HEIGHT	37'- 7"	

PLOT DATE: 10/9/2024 4:07:34 PM

OPUS
THE OPUS GROUP

Opus AE Group, L.L.C.
10350 Bren Road West
Minnetonka, MN 55343-0110
952-656-4444

Opus Design Build, L.L.C.
2555 E Camelback Road, Suite 100
Phoenix, AZ 85016
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PROJECT
Envision 56

PROJECT ADDRESS
Chandler, AZ

PROJECT NUMBER
#32338

ISSUE RECORD

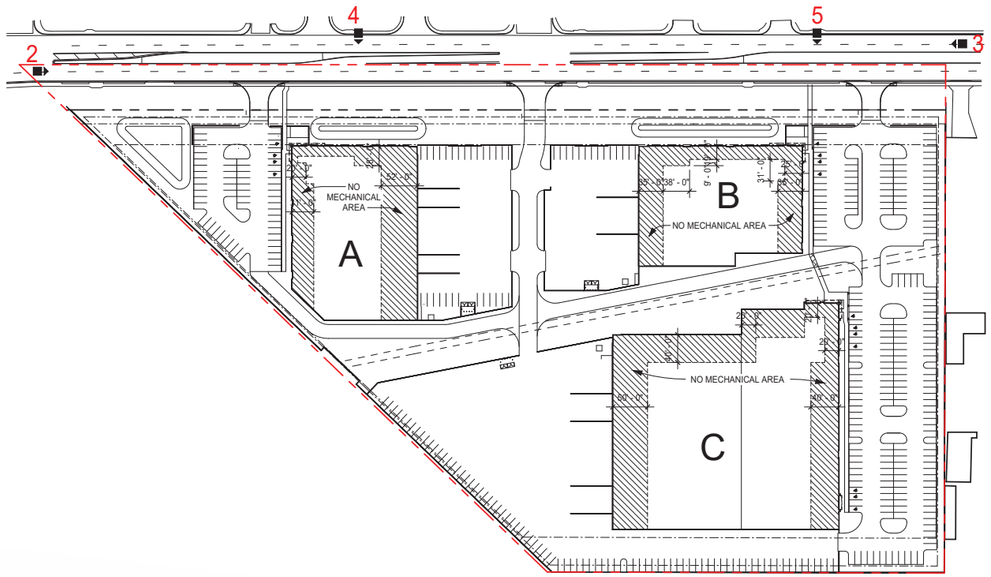
05/16/24	PDP - 1ST SUBMITTAL
09/11/24	PDP - 2ND SUBMITTAL
10/09/24	PDP - 3RD SUBMITTAL

DATE
10/09/24
PROJECT MANAGER
CL
DRAWN BY
JW
CHECKED BY
DN

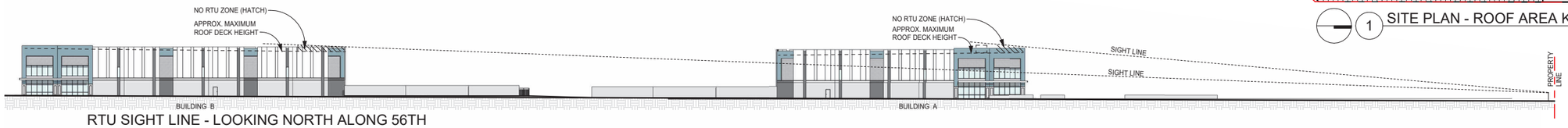
REGISTRATION

SHEET TITLE
Concept Site Plan - B/W

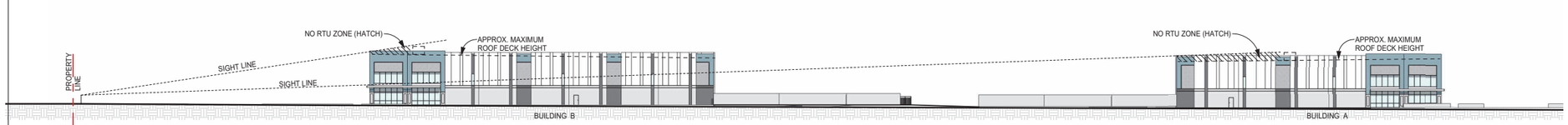
SHEET NUMBER
A1.2



1 SITE PLAN - ROOF AREA KEY PLAN



2 RTU SIGHT LINE - LOOKING NORTH ALONG 56TH STREET
1" = 40'-0"



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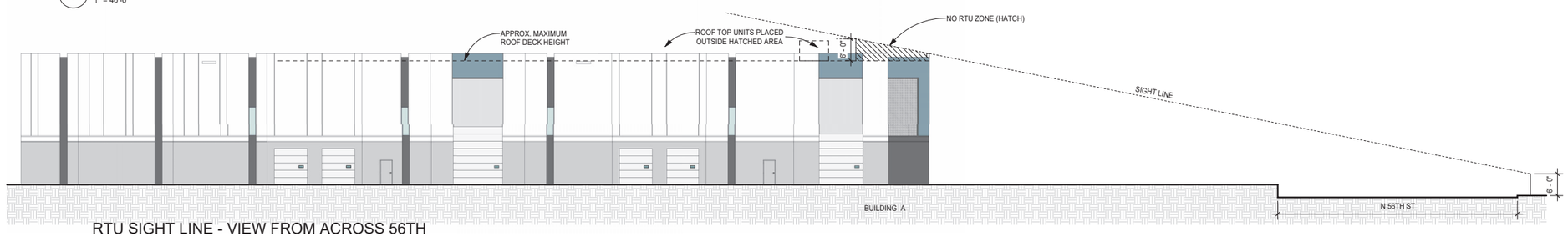
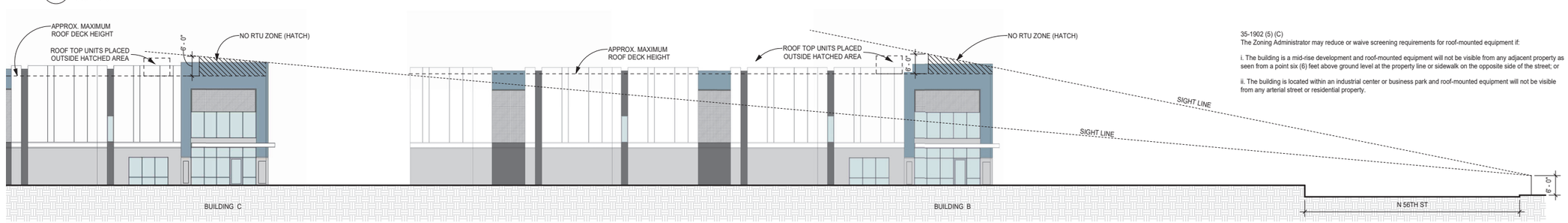
1" = 40'-0"



4 RTU SIGHT LINE - VIEW FROM ACROSS 56TH STREET
1/16" = 1'-0"



5 RTU SIGHT LINE - VIEW FROM ACROSS 56TH STREET
1/16" = 1'-0"

35-1902 (5) (C)
The Zoning Administrator may reduce or waive screening requirements for roof-mounted equipment if:

i. The building is a mid-rise development and roof-mounted equipment will not be visible from any adjacent property as seen from a point six (6) feet above ground level at the property line or sidewalk on the opposite side of the street; or

ii. The building is located within an industrial center or business park and roof-mounted equipment will not be visible from any arterial street or residential property.

PLOT DATE: 10/28/2024 11:16:54 AM

OPUS
THE OPUS GROUP

Opus AE Group, L.L.C.
10350 Bren Road West
Minnetonka, MN 55343-0110
952-656-4444

Opus Design Build, L.L.C.
2555 E Camelback Road, Suite 100
Phoenix, AZ 85016
602-648-5099

PROJECT
Envision 56

PROJECT ADDRESS
Chandler, AZ

PROJECT NUMBER
#32338

ISSUE RECORD

05/16/24	PDP - 1ST SUBMITTAL
09/11/24	PDP - 2ND SUBMITTAL
10/09/24	PDP - 3RD SUBMITTAL

DATE
10/09/24
PROJECT MANAGER
CL
DRAWN BY
ME
CHECKED BY
DN

REGISTRATION

SHEET TITLE
Concept Site Plan - Roof Area And Sight Line Views

SHEET NUMBER
A1.3

TAB C

1 CONCEPT RENDERING

PLOT DATE: 10/9/2024 4:36:14 PM

OPUS
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10350 Bren Road West
Minnetonka, MN 55343-0110
952-656-4444

Opus Design Build, L.L.C.
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09/11/24	PDP - 2ND SUBMITTAL
10/09/24	PDP - 3RD SUBMITTAL

DATE
10/09/24
PROJECT MANAGER
CL
DRAWN BY
JP
CHECKED BY
DN

REGISTRATION

SHEET TITLE
Concept Rendering

SHEET NUMBER
A3.10

1 BIRDSEYE VIEW

2 NORTH ACCESS PERSPECTIVE

3 SOUTH ACCESS BIRDSEYE VIEW

4 BUILDING 'A' ENTRANCE PERSPECTIVE

PLOT DATE: 10/9/2024 4:07:44 PM

OPUS
THE OPUS GROUP

Opus AE Group, L.L.C.
10350 Bren Road West
Minnetonka, MN 55343-0110
952-656-4444

Opus Design Build, L.L.C.
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PROJECT
Envision 56

PROJECT ADDRESS
Chandler, AZ

PROJECT NUMBER
#32338

ISSUE RECORD

05/16/24	PDP - 1ST SUBMITTAL
10/09/24	PDP - 3RD SUBMITTAL

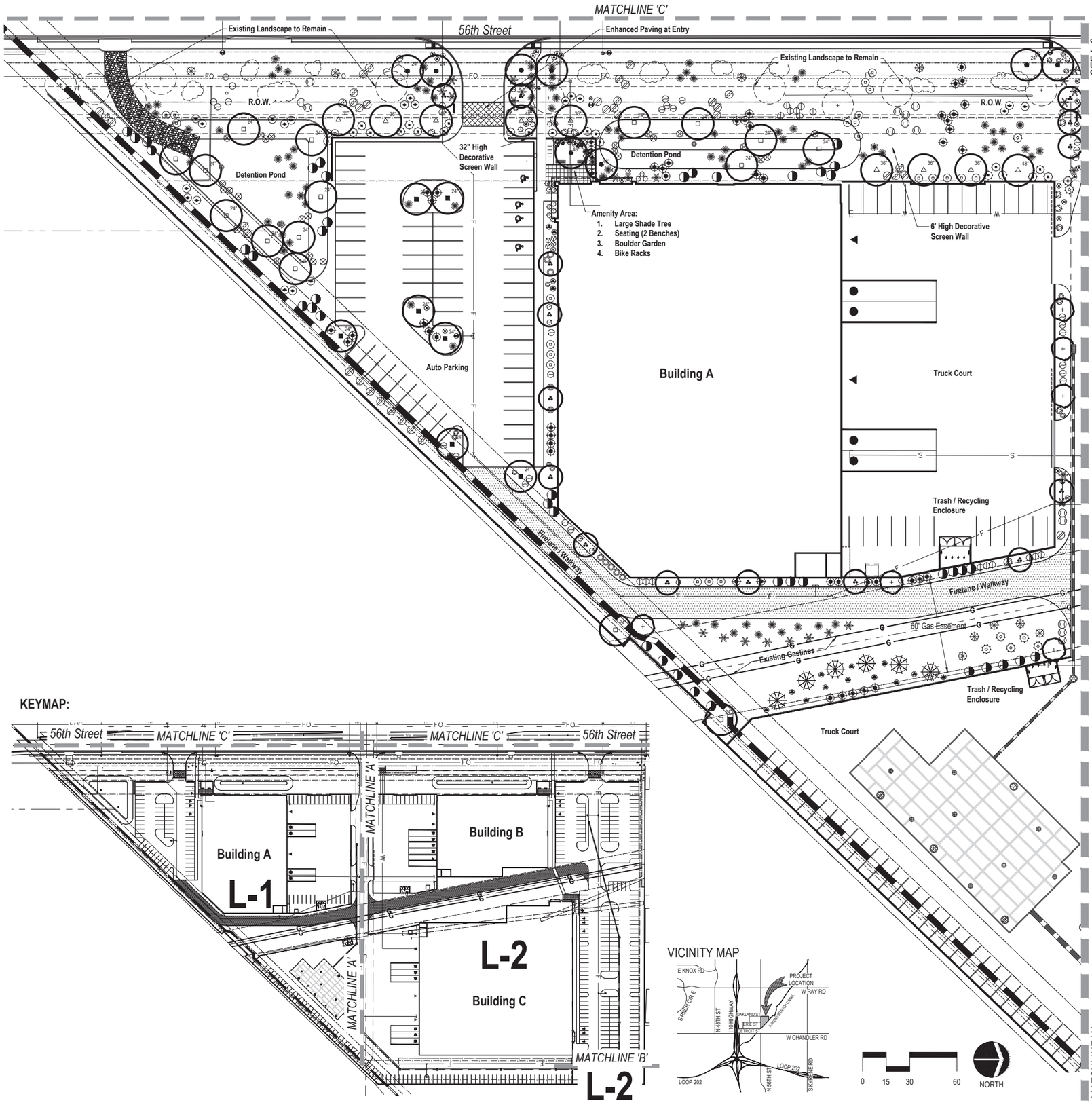
DATE
10/09/24
PROJECT MANAGER
CL
DRAWN BY
JW
CHECKED BY
JW

REGISTRATION

SHEET TITLE
Concept Perspectives

SHEET NUMBER
A3.8

TAB D



KEYMAP:

VICINITY MAP

0 15 30 60 NORTH

PLANT MATERIAL SCHEDULE

SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE	QTY	COMMENTS
TREES:				
	Existing Tree to Remain			
	Existing Shrubs to Remain			
	Uhlmus Parvifolia	36" Box	13	Single Trunk
	Evergreen Elm	48" Box	6	Single Trunk
	Chitalpa tashkentensis	24" Box	32	Single Trunk
	Chitalpa			
	Chilopsis linearis	24" Box	28	Multi-Trunk
	Desert Willow			
	Pistachia chinensis 'Red Push'	24" Box	18	Single Trunk
	Red Push Pistache	48" Box	5	Single Trunk
	Quercus virginiana	24" Box	27	Single Trunk
	Southern Live Oak			
Accent Trees:				
	Caesalpina mexicana	15 gal	37	Single Trunk
	Mexican Bird of Paradise			
	Acacia aneura	15 gal	13	Single Trunk
	Mulga			
ACCENTS, GRASSES AND CACTI				
	Aloe barbadensis / Aloe Vera	5 gallon	75	
	Aloe (Yellow Blooming Variety)			
	Agave weberi	5 gallon	16	
	Weber's Agave			
	Hesperaloe funifera	5 gallon	42	
	Giant Hesperaloe			
	Asclepias subulata	5 gallon	55	
	Desert Milkweed			
	Fouquieria splendens	10 Cane Min.	12	
	Ocotillo			
	Dasylirion wheeleri	5 gallon	30	
	Desert Spoon			
	Hesperaloe parviflora	5 gallon	85	
	Red Yucca			
	Muhlenbergia rigens	5 gallon	189	
	Deer Grass			
	Opuntia violacea 'Santa Rita'	5 gallon	30	
	Purple Prickley Pear			
	Echinocactus grusonii	5 gallon	18	
	Golden Barrel Cactus			
SHRUBS				
	Bougainvillea spp.	5 gallon	39	
	Bougainvillea			
	Calliandra californica	5 gallon	82	
	Red Fairy Duster			
	Dodonea viscosa	5 gallon	109	
	Hop Bush			
	Justicia californica	5 gallon	35	
	Chuparosa			
	Leucophyllum frutescens 'Green Cloud'	5 gallon	116	
	Green Cloud Texas Sage			
	Myrtus communis 'Compacta'	5 gallon	26	
	Compact Roman Myrtle			
	Nerium oleander 'Little Red'	5 gallon	78	
	Dwarf Red Oleander			
	Tecoma x 'Orange Jubilee'	5 gallon	91	
	Orange Jubilee Tecoma Hybrid			
	Simmondsia chinensis	5 gallon	38	
	Jojoba			
	Caesalpinia pulcherrima	5 gallon	29	
	Red Bird of Paradise			
GROUNDCOVERS:				
	Aloe 'Blue Elf'	1 gallon	30	
	Aloe 'Blue Elf'			
	Lantana 'New Gold'	1 gallon	44	
	New Gold Lantana			
	Lantana montevidensis	1 gallon	47	
	Purple Lantana			
	Rosmarinus officinalis 'prostratus'	1 gallon	23	
	Prostrate Rosemary			
	Callistemon viminalis 'Little John'	1 gallon	29	
	Little John Brittle Bush			
ROCK MULCH:				
DG	*1/2", Screened, ROCKPROS USA "CARMEL" 2" Deep in all Landscape Areas*		150,000 SF	
	1/4" Minus Stabilized Decomposed Granite		18,425 SF	
	Granite Boulders - Surface Select Small (1'x1'), Medium (1'x2'), & Large (2'x3')		*10, 8, 6*	

Call at least two full working days before you begin excavation.
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REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
38386
TIM J. DAUGHERTY
10.22.24
ARIZONA U.S.A.

DATE:
10.22.24

DATE:
REVISION:

PRELIMINARY LANDSCAPE PLAN

CHANDLER 56

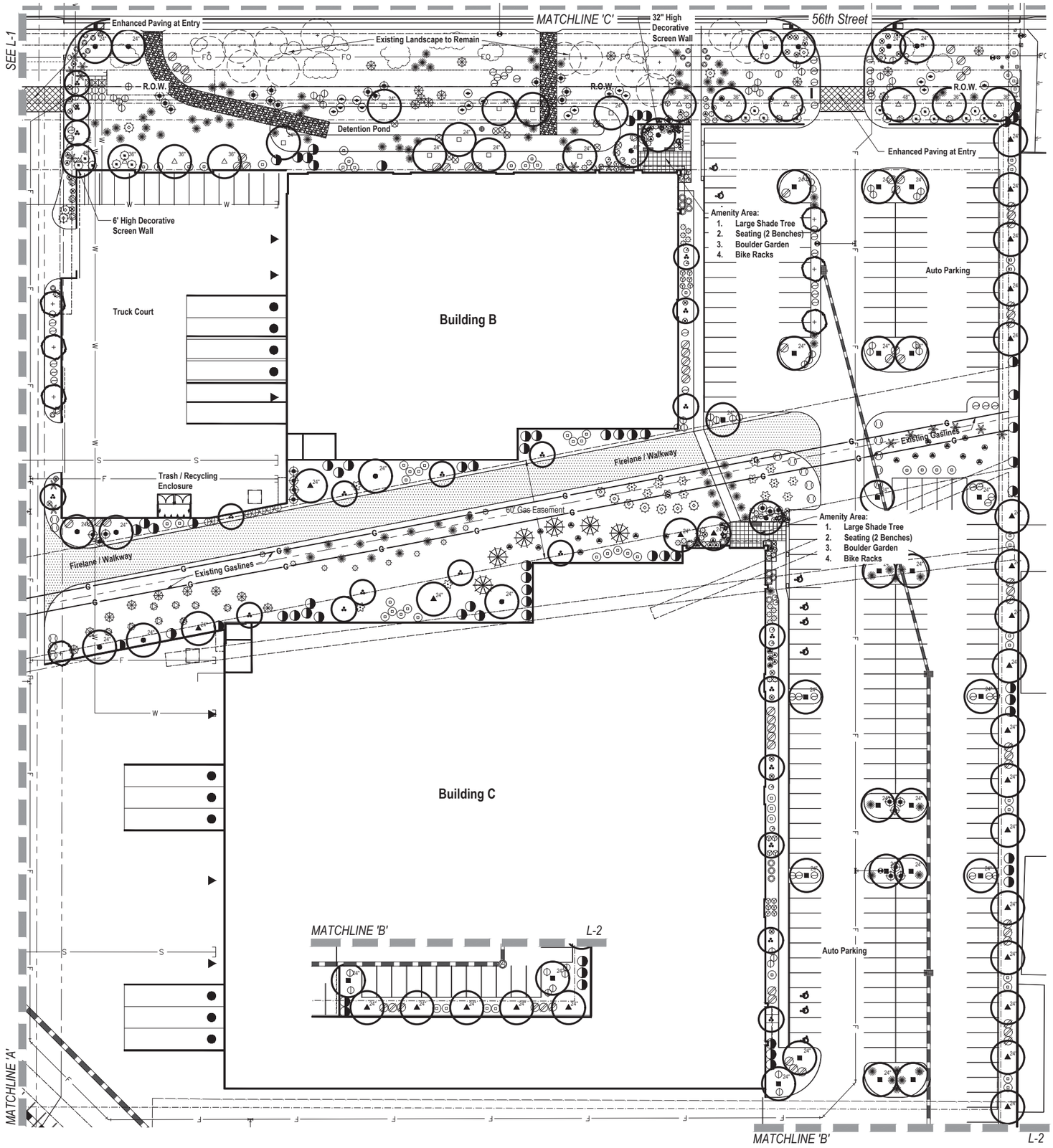
PREPARED FOR: OPUS GROUP

CHANDLER, AZ 85226

PRELIMINARY
LANDSCAPE

SHEET 01 OF 04

L-1



PLANT MATERIAL SCHEDULE

SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE	QTY	COMMENTS
TREES:				
	Existing Tree to Remain			
	Existing Shrubs to Remain			
	Ulmus Parvifolia	36" Box	13	Single Trunk
	Evergreen Elm	48" Box	6	Single Trunk
	Chitalpa tashkentensis	24" Box	32	Single Trunk
	Chitalpa			
	Chilopsis linearis	24" Box	28	Multi-Trunk
	Desert Willow			
	Pistachia chinensis 'Red Push'	24" Box	18	Single Trunk
	Red Push Pistache	48" Box	5	Single Trunk
	Quercus virginiana	24" Box	27	Single Trunk
	Southern Live Oak			
Accent Trees:				
	Caesalpina mexicana	15 gal	37	Single Trunk
	Mexican Bird of Paradise			
	Acacia aneura	15 gal	13	Single Trunk
	Mulga			
ACCENTS, GRASSES AND CACTI				
	Aloe barbadensis / Aloe Vera	5 gallon	75	
	Aloe (Yellow Blooming Variety)			
	Agave weberi	5 gallon	16	
	Weber's Agave			
	Hesperaloe funifera	5 gallon	42	
	Giant Hesperaloe			
	Asclepias subulata	5 gallon	55	
	Desert Milkweed			
	Fouquieria splendens	10 Cane Min.	12	
	Ocotillo			
	Dasylirion wheeleri	5 gallon	30	
	Desert Spoon			
	Hesperaloe parviflora	5 gallon	85	
	Red Yucca			
	Muhlenbergia rigens	5 gallon	189	
	Deer Grass			
	Opuntia violacea 'Santa Rita'	5 gallon	30	
	Purple Prickley Pear			
	Echinocactus grusonii	5 gallon	18	
	Golden Barrel Cactus			
SHRUBS				
	Bougainvillea spp.	5 gallon	39	
	Bougainvillea			
	Calliandra californica	5 gallon	82	
	Red Fairy Duster			
	Dodonea viscosa	5 gallon	109	
	Hop Bush			
	Justicia californica	5 gallon	35	
	Chuparosa			
	Leucophyllum frutescens 'Green Cloud'	5 gallon	116	
	Green Cloud Texas Sage			
	Myrtus communis 'Compacta'	5 gallon	26	
	Compact Roman Myrtle			
	Nerium oleander 'Little Red'	5 gallon	78	
	Dwarf Red Oleander			
	Tecoma x 'Orange Jubilee'	5 gallon	91	
	Orange Jubilee Tecoma Hybrid			
	Simmondsia chinensis	5 gallon	38	
	Jojoba			
	Caesalpinia pulcherrima	5 gallon	29	
	Red Bird of Paradise			
GROUNDCOVERS:				
	Aloe 'Blue Elf'	1 gallon	30	
	Aloe 'Blue Elf'			
	Lantana 'New Gold'	1 gallon	44	
	New Gold Lantana			
	Lantana montevidensis	1 gallon	47	
	Purple Lantana			
	Rosmarinus officinalis 'prostratus'	1 gallon	23	
	Prostrate Rosemary			
	Callistemon viminalis 'Little John'	1 gallon	29	
	Little John Brittle Bush			
ROCK MULCH:				
DG	*1/2", Screened, ROCKPROS USA "CARMEL"*			150,000 SF
	2" Deep in all Landscape Areas			
	1/4" Minus Stabilized Decomposed Granite			18,425 SF
	Granite Boulders - Surface Select			*10, 8, 6*
	Small (1'x1'), Medium (1'x2'),			
	& Large (2'x3')			

0 15 30 60

NORTH

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REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
38386
TIM J.
DAUGHERTY
10.22.24
ANTHEM, ARIZONA U.S.A.

DATE:
10.22.24

PRELIMINARY LANDSCAPE PLAN

CHANDLER 56

PREPARED FOR: OPUS GROUP

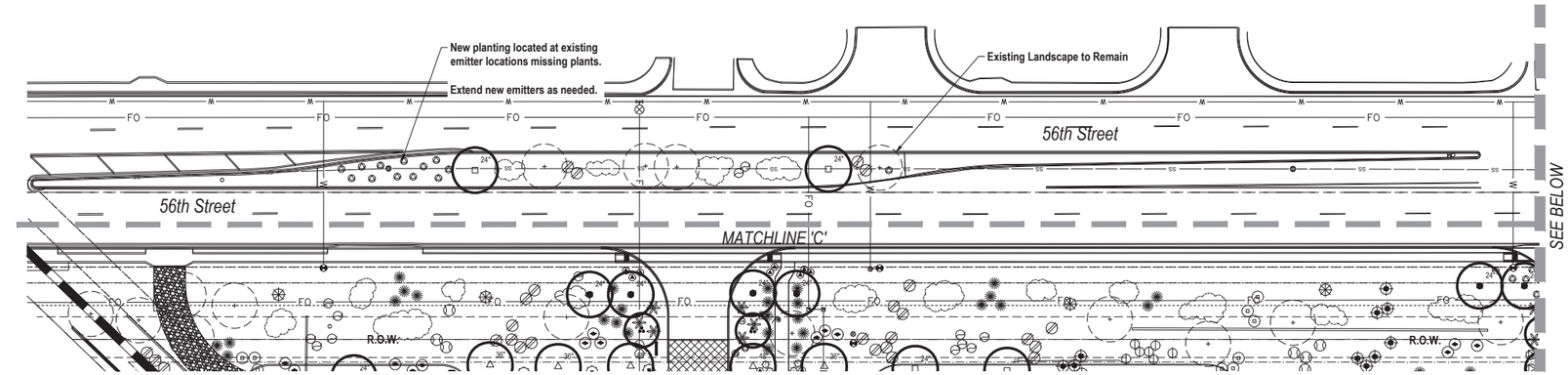
CHANDLER, AZ 85226

DATE: REVISION:

PRELIMINARY
LANDSCAPE

SHEET 02 OF 04

L-2



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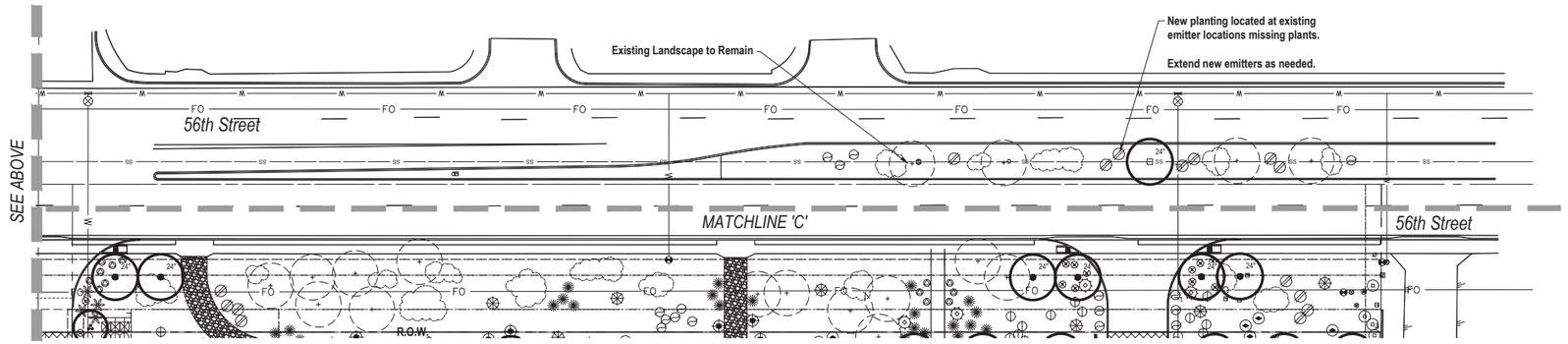
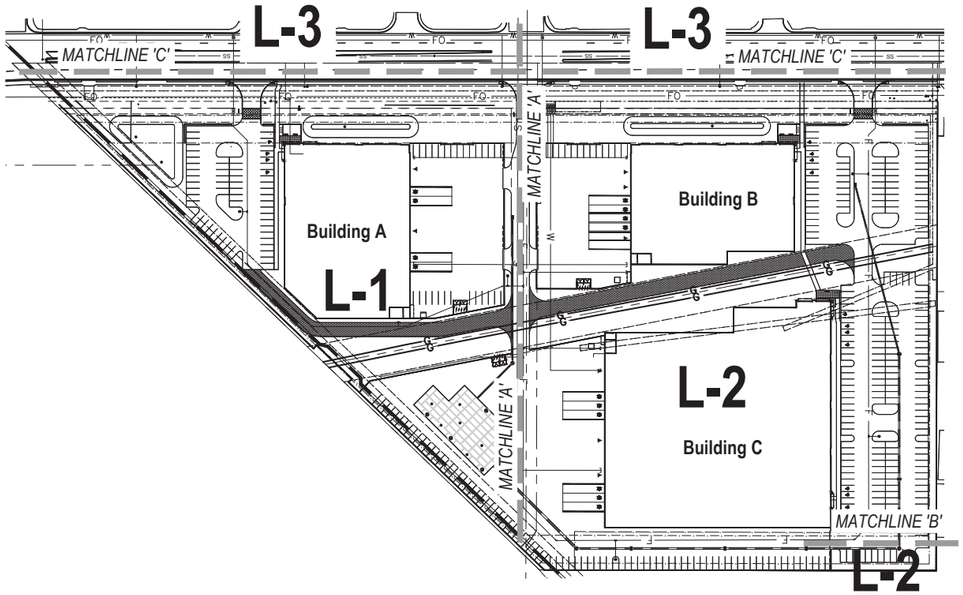
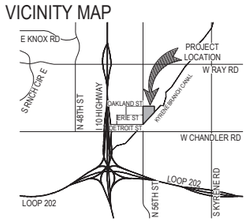


NORTH MEDIAN:

KEYMAP:



VICINITY MAP



PLANT MATERIAL SCHEDULE

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	Chitalpa			
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	Caesalpinia pulcherrima	5 gallon	29	
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	Aloe 'Blue Elf'			
	Lantana 'New Gold'	1 gallon	44	
	New Gold Lantana			
	Lantana montevidensis	1 gallon	47	
	Purple Lantana			
	Rosmarinus officinalis 'prostratus'	1 gallon	23	
	Prostrate Rosemary			
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	Little John Brittle Bush			
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	2" Deep in all Landscape Areas			
	1/4" Minus Stabilized Decomposed Granite		18,425 SF	
	Granite Boulders - Surface Select		*10, 8, 6*	
	Small (1'x1'), Medium (1'x2'), & Large (2'x3')			

MATCHLINE 'A'

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10.22.24
ARIZONA U.S.A.

DATE:
10.22.24

PRELIMINARY LANDSCAPE PLAN

CHANDLER 56

PREPARED FOR: OPUS GROUP

CHANDLER, AZ 85226

DATE: REVISION:

PRELIMINARY
LANDSCAPE

SHEET 03 OF 04

L-3

PLANT MATERIAL SCHEDULE

SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE	QTY	COMMENTS
TREES:				
	Existing Tree to Remain			
	Existing Shrubs to Remain			
	Uhlmus Parvifolia Evergreen Elm	36" Box 48" Box	13 6	Single Trunk Single Trunk
	Chitalpa tashkentensis Chitalpa	24" Box	32	Single Trunk
	Chilopsis linearis Desert Willow	24" Box	28	Multi-Trunk
	Pistachia chinensis 'Red Push' Red Push Pistache	24" Box 48" Box	18 5	Single Trunk Single Trunk
	Quercus virginiana Southern Live Oak	24" Box	27	Single Trunk
Accent Trees:				
	Caesalpina mexicana Mexican Bird of Paradise	15 gal	37	Single Trunk
	Acacia aneura Mulga	15 gal	13	Single Trunk
ACCENTS, GRASSES AND CACTI				
	Aloe barbadensis / Aloe Vera Aloe (Yellow Blooming Variety)	5 gallon	75	
	Agave weberi Weber's Agave	5 gallon	16	
	Hesperaloe funifera Giant Hesperaloe	5 gallon	42	
	Asclepias subulata Desert Milkweed	5 gallon	55	
	Fouquieria splendens Ocotillo	10 Cane Min.	12	
	Dasylirion wheeleri Desert Spoon	5 gallon	30	
	Hesperaloe parviflora Red Yucca	5 gallon	85	
	Muhlenbergia rigens Deer Grass	5 gallon	189	
	Opuntia violacea 'Santa Rita' Purple Prickley Pear	5 gallon	30	
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SHRUBS				
	Bougainvillea spp. Bougainvillea	5 gallon	39	
	Calliandra californica Red Fairy Duster	5 gallon	82	
	Dodonea viscosa Hop Bush	5 gallon	109	
	Justicia californica Chuparosa	5 gallon	35	
	Leucophyllum frutescens 'Green Cloud' Green Cloud Texas Sage	5 gallon	116	
	Myrtus communis 'Compacta' Compact Roman Myrtle	5 gallon	26	
	Nerium oleander 'Little Red' Dwarf Red Oleander	5 gallon	78	
	Tecoma x 'Orange Jubilee' Orange Jubilee Tecoma Hybrid	5 gallon	91	
	Simmondsia chinensis Jojoba	5 gallon	38	
	Caesalpinia pulcherrima Red Bird of Paradise	5 gallon	29	
	Aloe 'Blue Elf' Aloe 'Blue Elf'	1 gallon	30	
	Lantana 'New Gold' New Gold Lantana	1 gallon	44	
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	Rosmarinus officinalis 'prostratus' Prostrate Rosemary	1 gallon	23	
	Callistemon viminalis 'Little John' Little John Brittle Bush	1 gallon	29	

GROUNDCOVERS:

	1/2", Screened, ROCKPROS USA "CARMEL" 2" Deep in all Landscape Areas	150,000 SF
	1/4" Minus Stabilized Decomposed Granite	18,425 SF
	Granite Boulders - Surface Select Small (1'x1'), Medium (1'x2'), & Large (2'x3')	*10, 8, 6*

ROCK MULCH:

DG

LANDSCAPE NARRATIVE

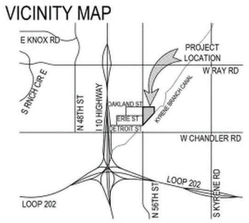
The landscape architectural design for the Chandler 56 project will utilize a mix of regionally appropriate hardscape and planting materials that adhere to City of Chandler requirements, as well as fit with the surrounding area. The hardscape design will feature site amenities at each building entry including a low courtyard wall, bench seating, large-boxed shade trees and a boulder garden. The design of these elements is coordinated with the architectural features of the building, including related shade canopies.

Plant selections are based on low water use, durability, year-round color, and appropriateness of commercial sites. Landscape zones were established within the project limits and include Perimeter, Basins, Entries, Parking and Foundation plantings. Each zone is designed to utilize the best characteristics of the materials and maximize efficiency and aesthetics. The project site is located along the border of USDA Plant Hardiness Zone 9b and 10a, and Sunset Zone 13. This zone will get occasional frost, but the plant selections for Chandler 56 are generally recognized as being frost tolerant under normal weather conditions.

A low water use drip system and smart controller with rain sensors will be used for all landscape irrigation within the project site. No turf is being proposed.

0 25 50 100 NORTH

VICINITY MAP



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PRELIMINARY LANDSCAPE PLAN

CHANDLER 56

PREPARED FOR: OPUS GROUP

CHANDLER, AZ 85226

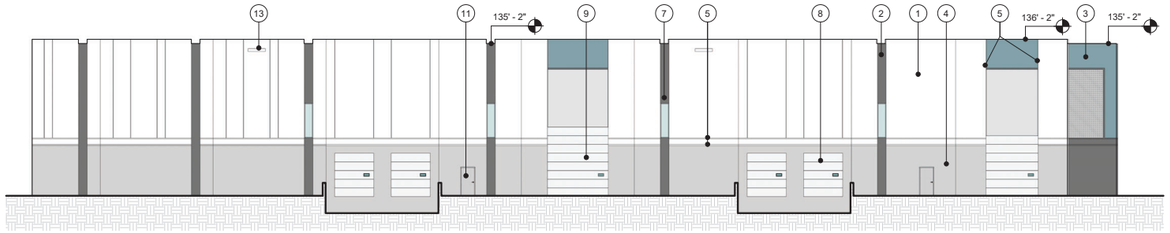
DATE: REVISION: 1 2 3 4 5 6 7 8 9

C O L O R
PRELIMINARY
LANDSCAPE

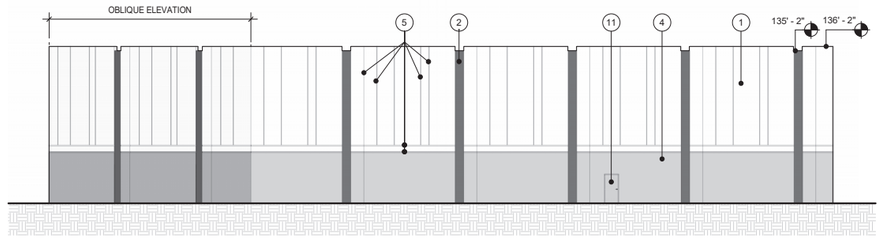
SHEET 04 OF 04

L-4

TAB E



1 A - NORTH ELEVATION
1/16" = 1'-0"



2 A - EAST ELEVATION
1/16" = 1'-0"

3 A - SOUTH ELEVATION
1/16" = 1'-0"

KEYNOTE LEGEND

01. CONCRETE PANEL PAINTED COLOR #1
02. CONCRETE PANEL PAINTED COLOR #2
03. CONCRETE PANEL PAINTED COLOR #3
04. CONCRETE PANEL PAINTED COLOR #4
05. REVEAL CAST-IN CONCRETE PANEL
06. STEEL CANOPY WITH WIRE MESH SOFFIT - COLOR #1
07. VISION GLASS WITH ANODIZED ALUMINUM FRAME
08. OVERHEAD DOCK DOOR
09. OVERHEAD DRIVE-IN DOOR
10. TENANT SIGNAGE ZONE
11. FIRE DEPT. ACCESS DOOR
12. FORMLINER CAST-IN CONCRETE PANEL
13. THROUGH-WALL OVERFLOW SCUPPER

CITY OF CHANDLER GENERAL BUILDING ELEVATION NOTES:

02. SOLID MASONRY WALLS AND GATES EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT SHALL SCREEN ALL GROUND MOUNTED MECHANICAL EQUIPMENT.

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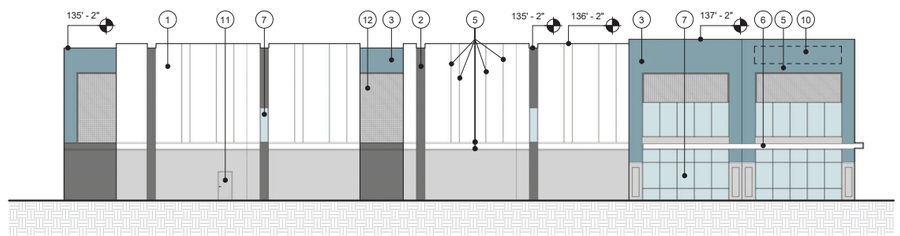
05. SIGNS REQUIRE A SEPARATE SUBMITTAL AND PERMIT.



4 A - WEST ELEVATION
1/16" = 1'-0"

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10350 Bren Road West
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Opus Design Build, L.L.C.
2555 E Camelback Road, Suite 100
Phoenix, AZ 85016
602-648-5099

PROJECT
Envision 56

PROJECT ADDRESS
Chandler, AZ

PROJECT NUMBER
#32338

ISSUE RECORD

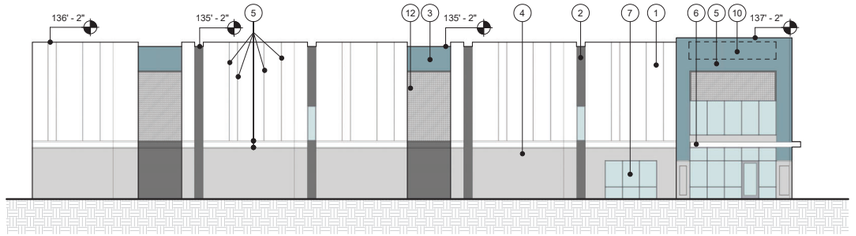
05/16/24	PDP - 1ST SUBMITTAL
09/11/24	PDP - 2ND SUBMITTAL
10/09/24	PDP - 3RD SUBMITTAL

DATE
10/09/24
PROJECT MANAGER
CL
DRAWN BY
JW
CHECKED BY
JW

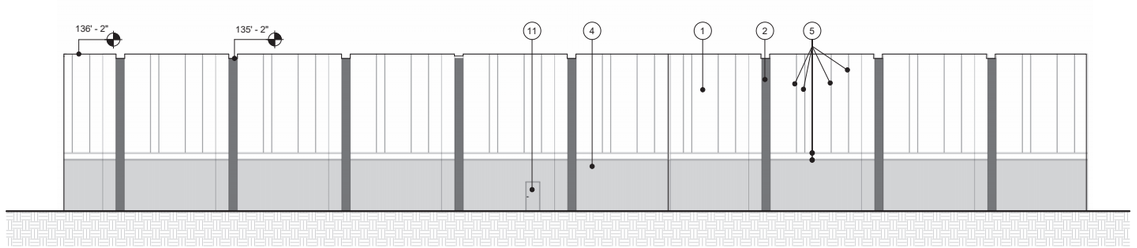
REGISTRATION

SHEET TITLE
Concept Color Elevations Building A

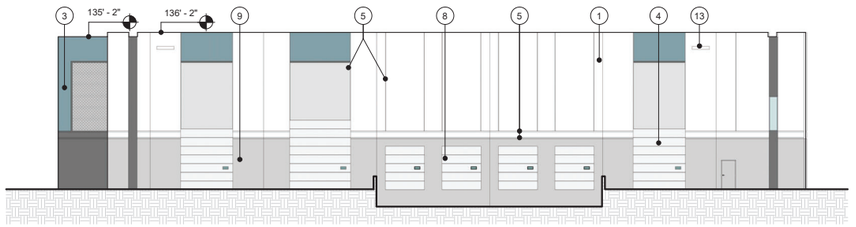
SHEET NUMBER
A3.1



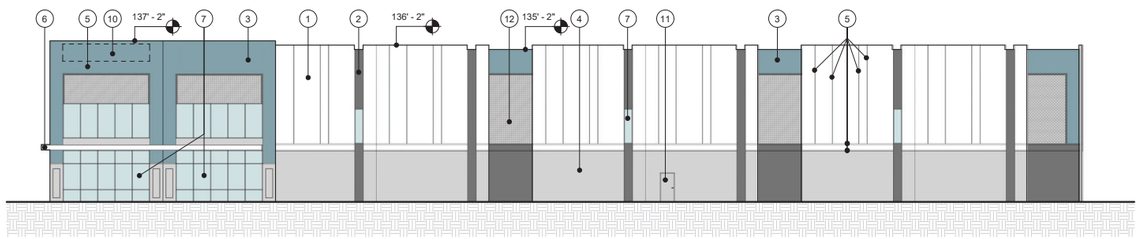
1 B - NORTH ELEVATION
1/16" = 1'-0"



2 B - EAST ELEVATION
1/16" = 1'-0"



3 B - SOUTH ELEVATION
1/16" = 1'-0"



4 B - WEST ELEVATION
1/16" = 1'-0"

KEYNOTE LEGEND

01. CONCRETE PANEL PAINTED COLOR #1
02. CONCRETE PANEL PAINTED COLOR #2
03. CONCRETE PANEL PAINTED COLOR #3
04. CONCRETE PANEL PAINTED COLOR #4
05. REVEAL CAST-IN CONCRETE PANEL
06. STEEL CANOPY WITH WIRE MESH SOFFIT - COLOR #1
07. VISION GLASS WITH ANODIZED ALUMINUM FRAME
08. OVERHEAD DOCK DOOR
09. OVERHEAD DRIVE-IN DOOR
10. TENANT SIGNAGE ZONE
11. FIRE DEPT. ACCESS DOOR
12. FORMLINER CAST-IN CONCRETE PANEL
13. THROUGH-WALL OVERFLOW SCUPPER

CITY OF CHANDLER GENERAL BUILDING ELEVATION NOTES:

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PROJECT
Envision 56

PROJECT ADDRESS
Chandler, AZ

PROJECT NUMBER
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10/09/24	PDP - 3RD SUBMITTAL

DATE
10/09/24
PROJECT MANAGER
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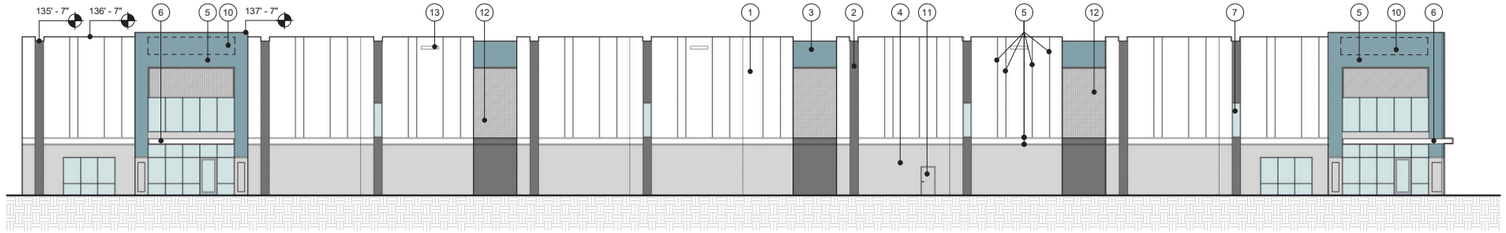
JW
CHECKED BY
JW

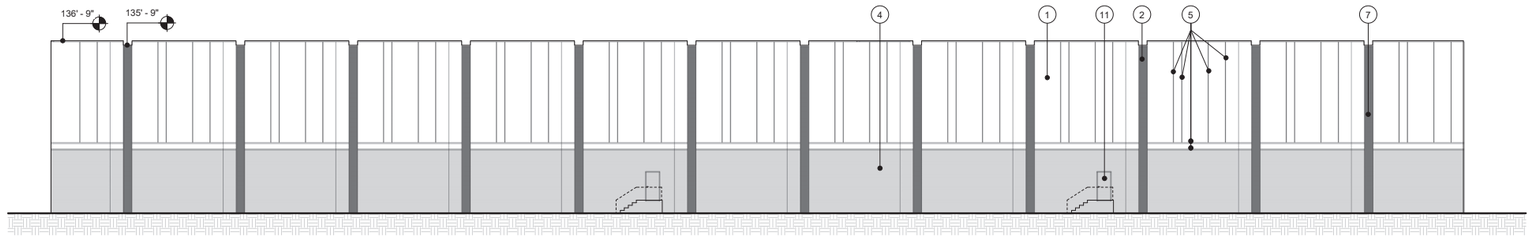
REGISTRATION

SHEET TITLE
Concept Color Elevations
Building B

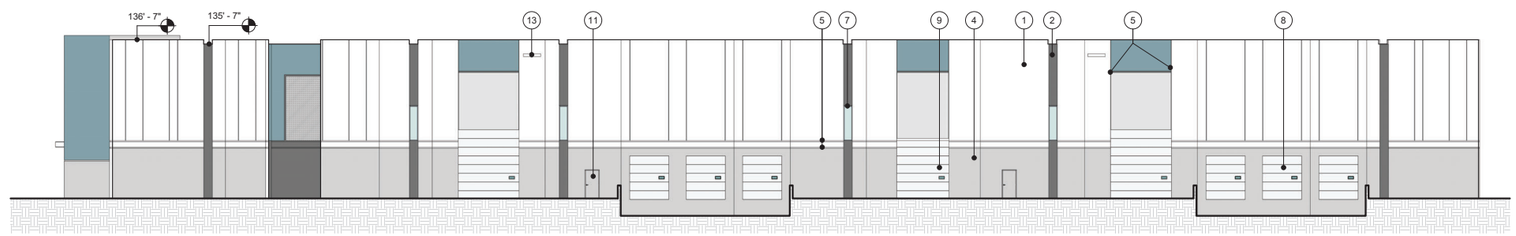
SHEET NUMBER
A3.2



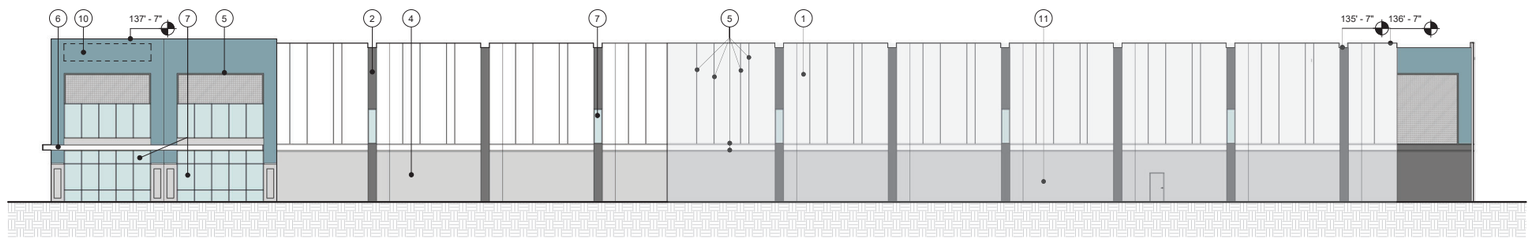
1 C - NORTH ELEVATION
1/16" = 1'-0"



2 C - EAST ELEVATION
1/16" = 1'-0"



3 C - SOUTH ELEVATION
1/16" = 1'-0"



4 C - WEST ELEVATION
1/16" = 1'-0"

KEYNOTE LEGEND

01. CONCRETE PANEL PAINTED COLOR #1
02. CONCRETE PANEL PAINTED COLOR #2
03. CONCRETE PANEL PAINTED COLOR #3
04. CONCRETE PANEL PAINTED COLOR #4
05. REVEAL CAST-IN CONCRETE PANEL
06. STEEL CANOPY WITH WIRE MESH SOFFIT - COLOR #1
07. VISION GLASS WITH ANODIZED ALUMINUM FRAME
08. OVERHEAD DOCK DOOR
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11. FIRE DEPT. ACCESS DOOR
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602-648-5099

PROJECT
Envision 56

PROJECT ADDRESS
Chandler, AZ

PROJECT NUMBER
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10/09/24	PDP - 3RD SUBMITTAL

DATE
10/09/24
PROJECT MANAGER
CL
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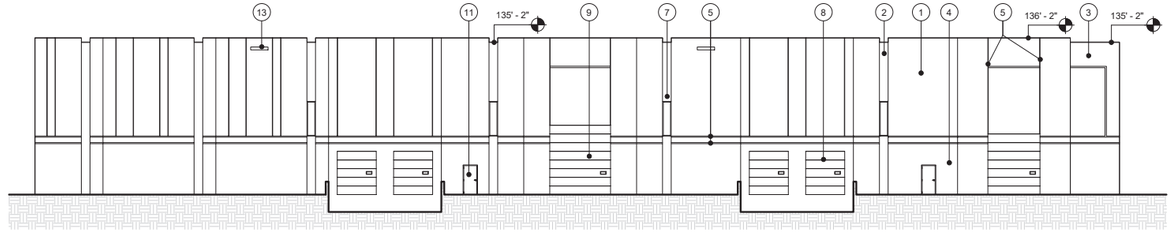
JW
CHECKED BY
JW

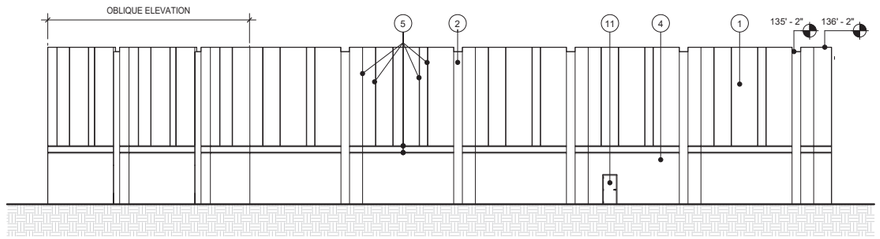
REGISTRATION

SHEET TITLE
Concept Color Elevations Building C

SHEET NUMBER
A3.3



1 A - NORTH ELEVATION
1/16" = 1'-0"



2 A - EAST ELEVATION
1/16" = 1'-0"

3 A - SOUTH ELEVATION
1/16" = 1'-0"

KEYNOTE LEGEND

01. CONCRETE PANEL PAINTED COLOR #1
02. CONCRETE PANEL PAINTED COLOR #2
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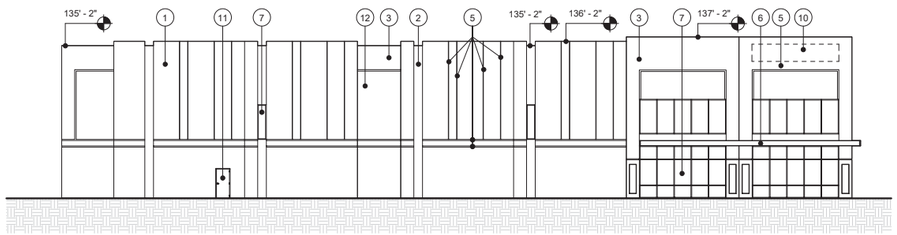

4 A - WEST ELEVATION
1/16" = 1'-0"

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PROJECT
Envision 56

PROJECT ADDRESS
Chandler, AZ

PROJECT NUMBER
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DATE
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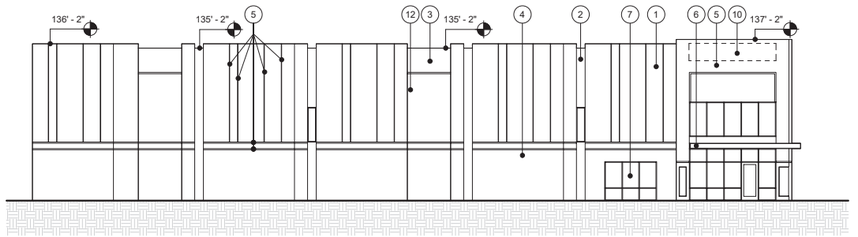
JW

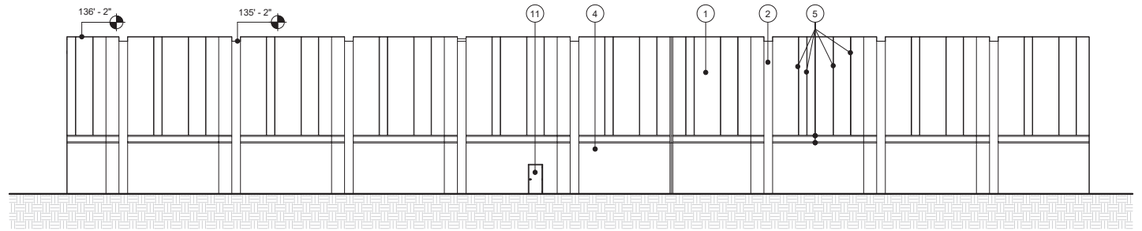
REGISTRATION

SHEET TITLE
Concept B/W Elevations Building A

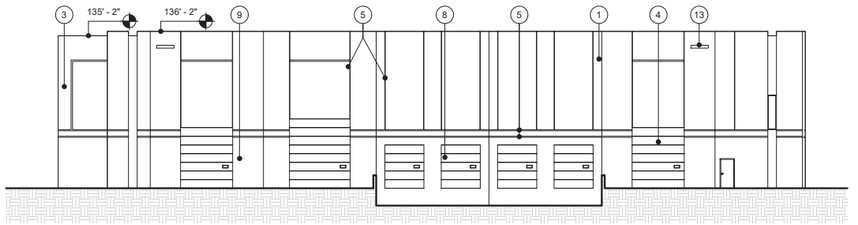
SHEET NUMBER
A3.4



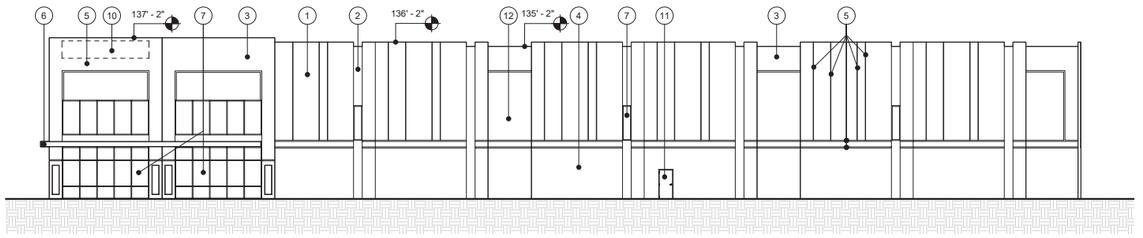
1 B - NORTH ELEVATION
1/16" = 1'-0"



2 B - EAST ELEVATION
1/16" = 1'-0"



3 B - SOUTH ELEVATION
1/16" = 1'-0"



4 B - WEST ELEVATION
1/16" = 1'-0"

KEYNOTE LEGEND

01. CONCRETE PANEL PAINTED COLOR #1
02. CONCRETE PANEL PAINTED COLOR #2
03. CONCRETE PANEL PAINTED COLOR #3
04. CONCRETE PANEL PAINTED COLOR #4
05. REVEAL CAST-IN CONCRETE PANEL
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Envision 56

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Chandler, AZ

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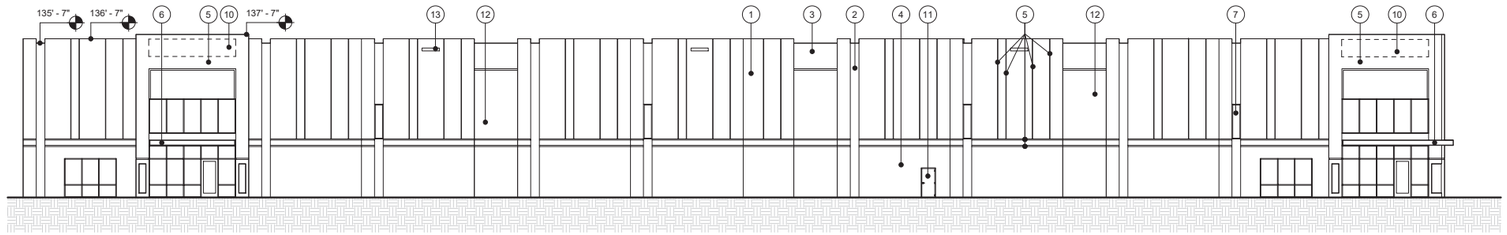
CHECKED BY
JW

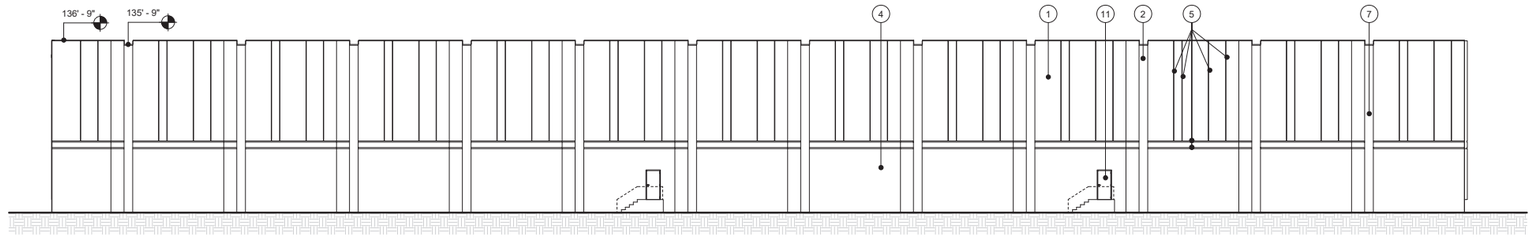
REGISTRATION

SHEET TITLE
Concept B/W Elevations Building B

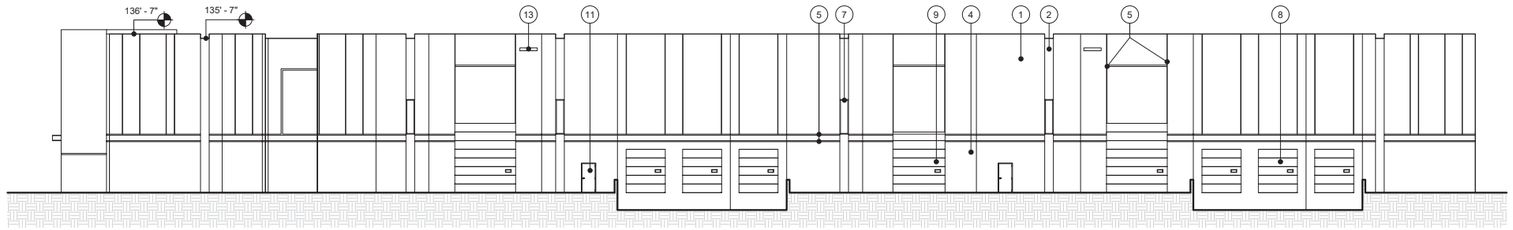
SHEET NUMBER
A3.5



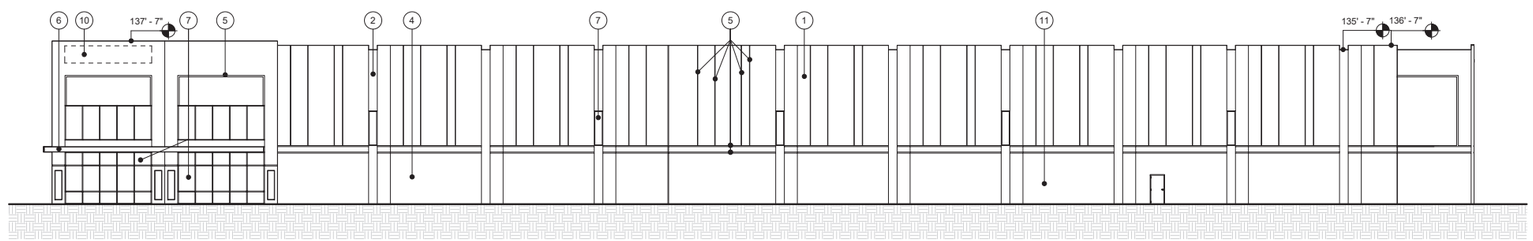
1 C - NORTH ELEVATION
1/16" = 1'-0"



2 C - EAST ELEVATION
1/16" = 1'-0"



3 C - SOUTH ELEVATION
1/16" = 1'-0"



4 C - WEST ELEVATION
1/16" = 1'-0"

KEYNOTE LEGEND

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02. CONCRETE PANEL PAINTED COLOR #2
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REGISTRATION

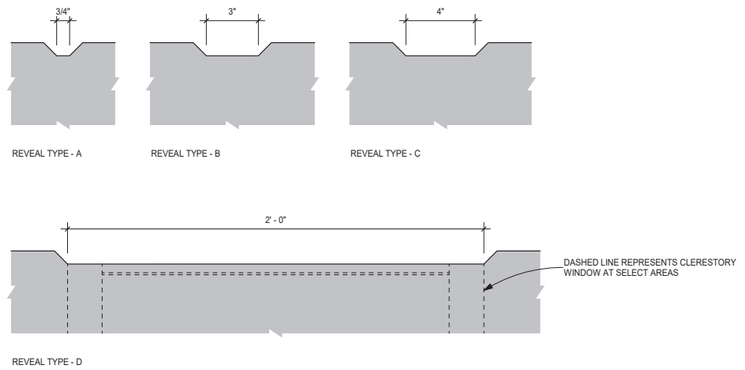
SHEET TITLE
Concept B/W Elevations
Building C

SHEET NUMBER
A3.6

TAB F

1 TYPICAL ENTRANCE PERSPECTIVE

2 MATERIAL PALETTE



3 REVEALS CAST-IN CONCRETE PANELS
3" = 1'-0"

PLOT DATE: 10/9/2024 4:07:44 PM

OPUS
THE OPUS GROUP

Opus AE Group, L.L.C.
10350 Bren Road West
Minnetonka, MN 55343-0110
952-656-4444

Opus Design Build, L.L.C.
2555 E Camelback Road, Suite 100
Phoenix, AZ 85016
602-648-5099

PROJECT
Envision 56

PROJECT ADDRESS
Chandler, AZ

PROJECT NUMBER
#32338

ISSUE RECORD

05/16/24	PDP - 1ST SUBMITTAL
09/11/24	PDP - 2ND SUBMITTAL
10/09/24	PDP - 3RD SUBMITTAL

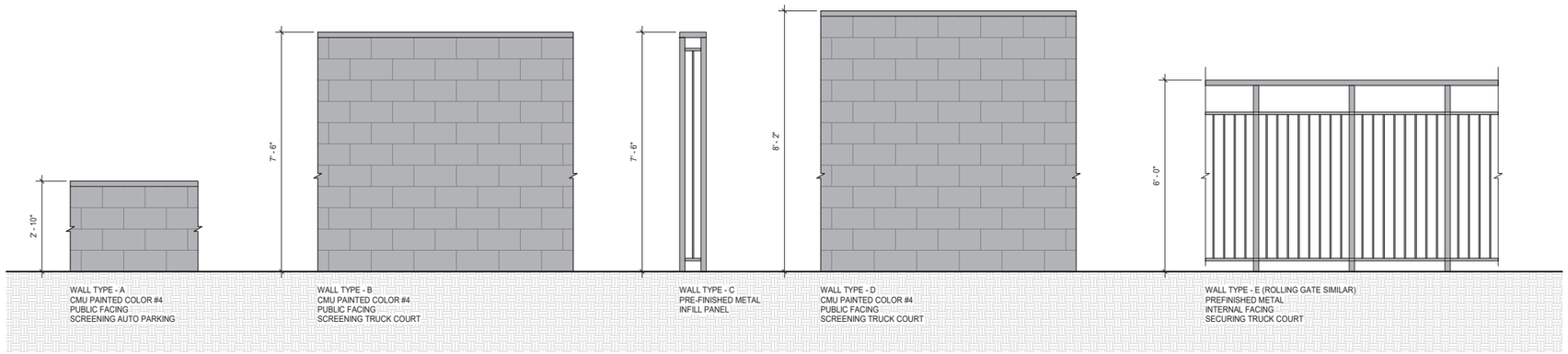
DATE
10/09/24
PROJECT MANAGER
CL
DRAWN BY
JW
CHECKED BY
JW

REGISTRATION

SHEET TITLE
Concept Materials and Paint Colors

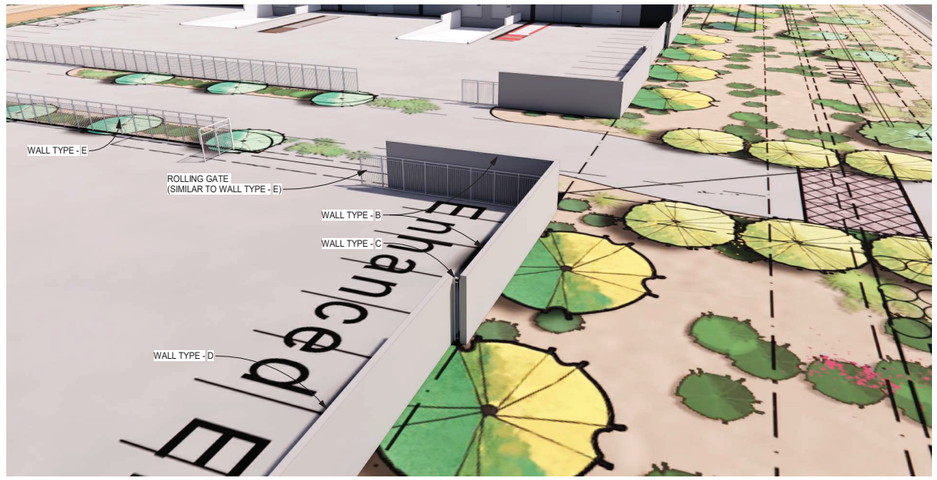
SHEET NUMBER
A3.7

TAB G

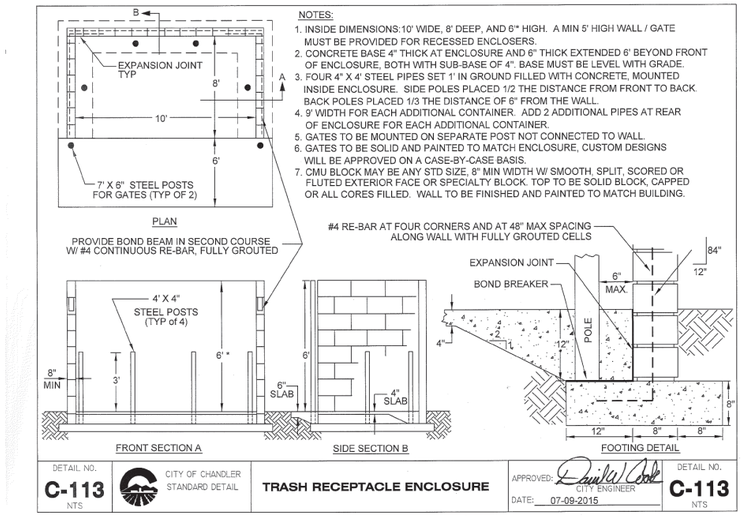


1 SITE WALL TYPES
1/2" = 1'-0"

NOTE: SITE WALLS WILL BE FRONTED BY LANDSCAPING (NOT SHOWN)

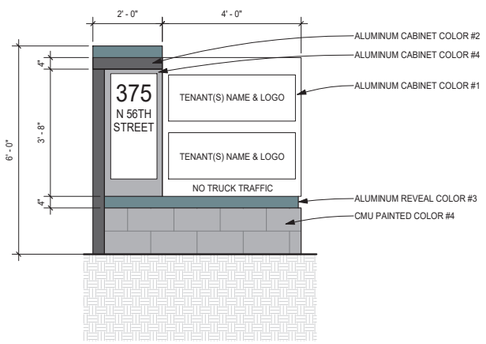


2 WALL & GATE PERSPECTIVE

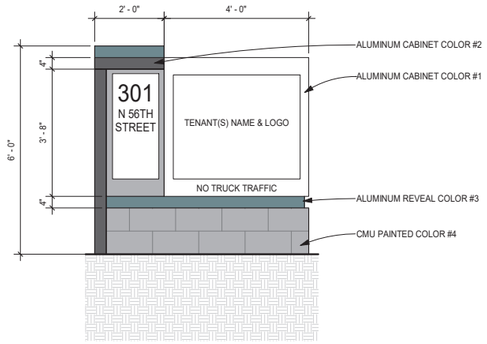


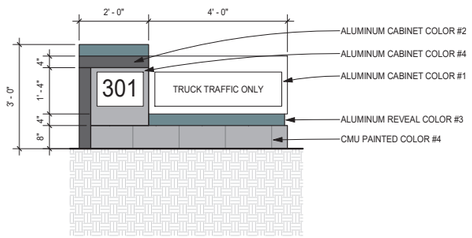
NOTES:
1. INSIDE DIMENSIONS:10' WIDE, 8' DEEP, AND 6" HIGH. A MIN 5' HIGH WALL / GATE MUST BE PROVIDED FOR RECESSED ENCLOSERS.
2. CONCRETE BASE 4" THICK AT ENCLOSURE AND 6" THICK EXTENDED 6' BEYOND FRONT OF ENCLOSURE, BOTH WITH SUB-BASE OF 4". BASE MUST BE LEVEL WITH GRADE.
3. FOUR 4" X 4' STEEL PIPES SET 1' IN GROUND FILLED WITH CONCRETE, MOUNTED INSIDE ENCLOSURE. SIDE POLES PLACED 1/2 THE DISTANCE FROM FRONT TO BACK. BACK POLES PLACED 1/3 THE DISTANCE OF 8" FROM THE WALL.
4. 9' WIDTH FOR EACH ADDITIONAL CONTAINER. ADD 2 ADDITIONAL PIPES AT REAR OF ENCLOSURE FOR EACH ADDITIONAL CONTAINER.
5. GATES TO BE MOUNTED ON SEPARATE POST NOT CONNECTED TO WALL.
6. GATES TO BE SOLID AND PAINTED TO MATCH ENCLOSURE, CUSTOM DESIGNS WILL BE APPROVED ON A CASE-BY-CASE BASIS.
7. CMU BLOCK MAY BE ANY STD SIZE. 8" MIN WIDTH W/ SMOOTH, SPLIT, SCORED OR FLUTED EXTERIOR FACE OR SPECIALTY BLOCK. TOP TO BE SOLID BLOCK, CAPPED OR ALL CORES FILLED. WALL TO BE FINISHED AND PAINTED TO MATCH BUILDING.

3 TRASH / RECYCLING ENCLOSURE



4 MONUMENT SIGN
1/2" = 1'-0"





5 WAY FINDING SIGN
1/2" = 1'-0"

PLOT DATE: 10/9/2024 4:07:45 PM

OPUS
THE OPUS GROUP

Opus AE Group, L.L.C.
10350 Bren Road West
Minnetonka, MN 55343-0110
952-656-4444

Opus Design Build, L.L.C.
2555 E Camelback Road, Suite 100
Phoenix, AZ 85016
602-648-5099

PROJECT
Envision 56

PROJECT ADDRESS
Chandler, AZ

PROJECT NUMBER
#32338

ISSUE RECORD

10/09/24	PDP - 3RD SUBMITTAL

DATE
10/09/24
PROJECT MANAGER
CL
DRAWN BY
JW
CHECKED BY
JW

REGISTRATION

SHEET TITLE
Concept Site Details

SHEET NUMBER
A3.9

TAB H

PRELIMINARY GRADING PLAN
FOR
56TH STREET INDUSTRIAL
375 N. 56TH STREET
CHANDLER, ARIZONA 85226

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

OWNER
OPUS DEVELOPMENT COMPANY, LLC
2555 E. CAMELBACK ROAD, SUITE 100
PHOENIX, ARIZONA 85016
PH: (602) 648-5077
CONTACT: MATTHEW VISNANSKY
EMAIL: MATTHEW.VISNANSKY@OPUS-GROUP.COM

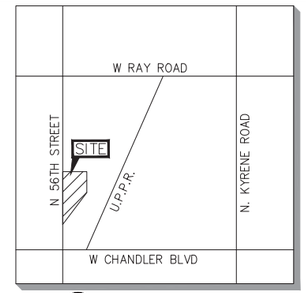
ARCHITECT
OPUS AE GROUP, LLC
10350 BREN ROAD WEST
MINNETONNKA, MN 55343
PH: (952) 656-4563
CONTACT: JOHN WADE, AIA
EMAIL: JOHN.WADE@OPUS-GROUP.COM

CIVIL ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
1661 E. CAMELBACK RD, SUITE 400
PHOENIX, ARIZONA 85016
PH: (602) 944-5500
CONTACT: CHARLES WURL, PE
EMAIL: CHUCK.WURL@KIMLEY-HORN.COM

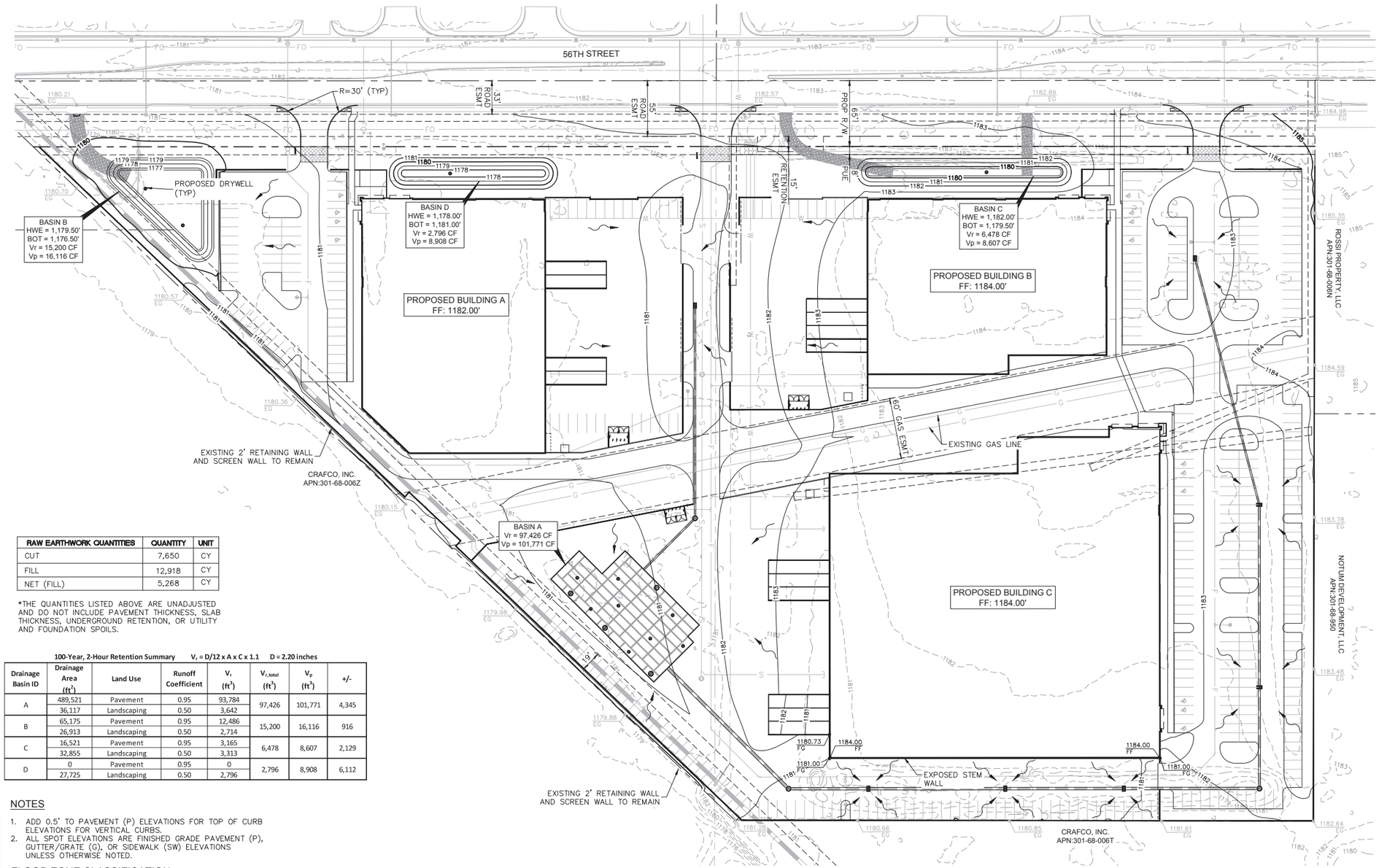
LAND SURVEYOR
KIMLEY-HORN AND ASSOCIATES, INC.
7740 N. 16TH STREET, SUITE 300
PHOENIX, ARIZONA 85020
PH: (602) 837-5511
CONTACT: CHAD HUBER, RLS
EMAIL: CHAD.HUBER@KIMLEY-HORN.COM

SITE DATA

ADDRESS:	301 & 357 S 56TH STREET CHANDLER, ARIZONA
EXISTING ZONING:	PAD
APN:	301-68-006S & 301-68-006U
PARCEL AREA:	15.819 ACRES, 689,070 SF



NORTH
VICINITY MAP
CHANDLER, AZ
N.T.S.



LEGEND

- PROPERTY LINE
- RIGHT OF WAY LINE
- STREET CENTERLINE
- EASEMENT LINE
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN
- EXISTING PUBLIC WATER MAIN
- PROPOSED PUBLIC WATER MAIN
- PROPOSED FIRE LINE
- PROPOSED STORM DRAIN
- EXSTING STORM DRAIN
- HIGH POINT
- PROPOSED CONTOUR
- EXISTING CONTOURS
- PROPOSED PAVEMENT SPOT ELEVATION
- EXISTING SPOT ELEVATION
- FLOW DIRECTION
- EXISTING SANITARY SEWER MANHOLE
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING STORM DRAIN MANHOLE
- PROPOSED STORM DRAIN MANHOLE
- PROPOSED CATCH BASIN
- PROPOSED DRYWELL

RAW EARTHWORK QUANTITIES	QUANTITY	UNIT
CUT	7,650	CY
FILL	12,918	CY
NET (FILL)	5,268	CY

*THE QUANTITIES LISTED ABOVE ARE UNADJUSTED AND DO NOT INCLUDE PAVEMENT THICKNESS, SLAB THICKNESS, UNDERGROUND RETENTION, OR UTILITY AND FOUNDATION SPOILS.

100-Year, 2-Hour Retention Summary $V_r = D/12 \times A \times C \times 1.1$ D = 2.20 inches

Drainage Basin ID	Drainage Area (ft²)	Land Use	Runoff Coefficient	V_r (ft³)	$V_{r,total}$ (ft³)	V_p (ft³)	+/-
A	489,521	Pavement	0.95	93,784	97,426	101,771	4,345
	36,117	Landscaping	0.50	3,642			
B	65,175	Pavement	0.95	12,486	15,200	16,116	916
	26,913	Landscaping	0.50	2,714			
C	16,521	Pavement	0.95	3,165	6,478	8,607	2,129
	32,855	Landscaping	0.50	3,313			
D	0	Pavement	0.95	0	2,796	8,908	6,112
	27,725	Landscaping	0.50	2,796			

NOTES

1. ADD 0.5' TO PAVEMENT (P) ELEVATIONS FOR TOP OF CURB ELEVATIONS FOR VERTICAL CURBS.
2. ALL SPOT ELEVATIONS ARE FINISHED GRADE PAVEMENT (P), GUTTER/GRATE (G), OR SIDEWALK (SW) ELEVATIONS UNLESS OTHERWISE NOTED.

FLOOD ZONE CLASSIFICATION:

THE PARCEL LIES WITHIN FLOOD ZONE "X", 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE AS SHOWN ON FIRM PANEL 04013C2715L WITH A N EFFECTIVE DATE OF OCTOBER 16, 2013.

NORTH
GRAPHIC SCALE IN FEET
0 25 50 100

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA 811
Call 811 or click Arizona811.com

NO.	REVISION	BY	DATE	APPR.

Kimley»Horn

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7740 North 16th Street, Suite 300
Phoenix, Arizona 85020 (602) 944-5500

SCALE (H): 1"=50'
SCALE (V): NONE
DESIGNED BY: CW
DRAWN BY: JHT
CHECKED BY: CW
DATE: 10/1/2024

56TH STREET INDUSTRIAL
PRELIMINARY
GRADING PLAN
375 N. 56TH STREET CHANDLER, ARIZONA 85226

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn
ENGINEER C. WURL
PE NO. 61720 DATE 10/24

PROJECT NO.
291591005

DRAWING NAME
PGD

1 OF 1

COC LOG NO. PLT24-0007

K:\PHX_Civil\291591005 - Chandler 56\CAD\Preliminary\291591005 PRE-GD.dwg Oct 07, 2024 CHUCK.WURL
XREFS: xBM_291591005 xVF_291591005 xTB_291591005 xXD_291591005 xUT_291591005 xFC_291591005
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TAB I

PRELIMINARY PLAT
FOR
56TH STREET INDUSTRIAL
375 N. 56TH STREET
CHANDLER, ARIZONA 85226

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

OWNER
OPUS DEVELOPMENT COMPANY, LLC
2555 E. CAMELBACK ROAD, SUITE 100
PHOENIX, ARIZONA 85016
PH: (602) 648-5077
CONTACT: MATTHEW VISNANSKY
EMAIL:
MATTHEW.VISNANSKY@OPUS-GROUP.COM

ARCHITECT
OPUS AE GROUP, LLC
10350 BREN ROAD WEST
MINNETONNKA, MN 55343
PH: (952) 656-4563
CONTACT: JOHN WADE, AIA
EMAIL: JOHN.WADE@OPUS-GROUP.COM

CIVIL ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
1661 E. CAMELBACK RD, SUITE 400
PHOENIX, ARIZONA 85016
PH: (602) 944-5500
CONTACT: CHARLES WURL, PE
EMAIL: CHUCK.WURL@KIMLEY-HORN.COM

LAND SURVEYOR
KIMLEY-HORN AND ASSOCIATES, INC.
7740 N. 16TH STREET, SUITE 300
PHOENIX, ARIZONA 85020
PH: (602) 837-5511
CONTACT: CHAD HUBER, RLS
EMAIL: CHAD.HUBER@KIMLEY-HORN.COM

LEGAL DESCRIPTION (PER TITLE REPORT):

PARCEL NO. 1:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING NORTHWESTERLY OF THE CENTER LINE OF THE WESTERN CANAL.

PARCEL NO. 2:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 28;

THENCE SOUTH 00 DEGREES 04 MINUTES 30 SECONDS EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 1,327.82 FEET TO A POINT WHICH IS 15.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER AND THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 55 MINUTES 23 SECONDS EAST, ALONG THE NORTH FACE OF AN EXISTING BLOCK WALL AND THE WESTERLY PROLONGATION THEREOF, SAID NORTH FACE BEING 15 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER, 673.39 FEET;

THENCE SOUTH 56 DEGREES 56 MINUTES 33 SECONDS EAST, CONTINUING ALONG SAID NORTH FACE, 27.56 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 89 DEGREES 55 MINUTES 23 SECONDS WEST, ALONG SAID SOUTH LINE, 696.47 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER;

THENCE NORTH 00 DEGREES 04 MINUTES 30 SECONDS WEST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 15.00 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 28;
THENCE SOUTH 00 DEGREES 04 MINUTES 30 SECONDS EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 751.95 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 55 MINUTES 23 SECONDS EAST, ALONG A LINE THAT IS PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER, 731.11 FEET;

THENCE SOUTH 00 DEGREES 04 MINUTES 37 SECONDS WEST, ALONG A LINE PERPENDICULAR TO THE LAST COURSE, 571.11 FEET TO A POINT ON THE CENTER LINE OF THE KYRENE CANAL;

THENCE SOUTH 43 DEGREES 44 MINUTES 00 SECONDS WEST, ALONG SAID CENTERLINE, 27.31 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER;

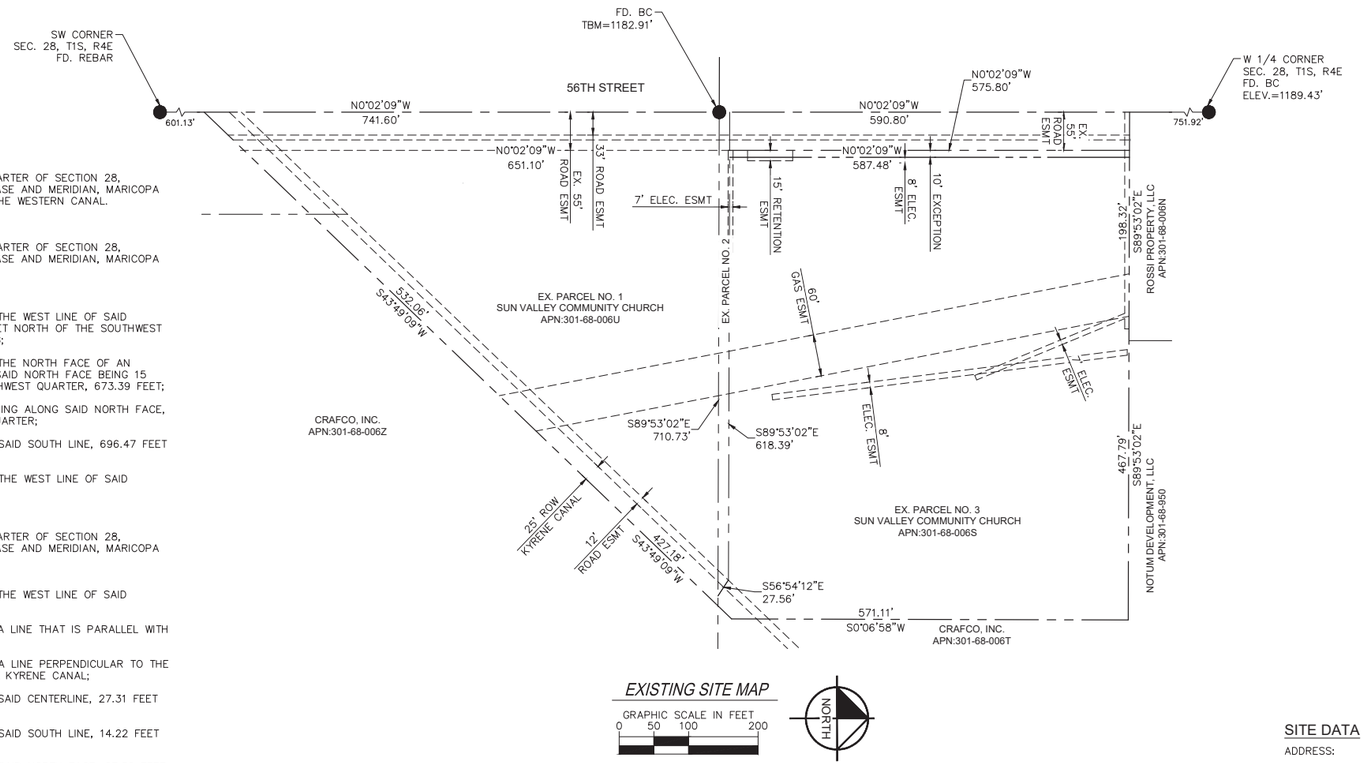
THENCE NORTH 89 DEGREES 55 MINUTES 23 SECONDS WEST, ALONG SAID SOUTH LINE, 14.22 FEET TO A POINT ON THE NORTH FACE OF AN EXISTING BLOCK WALL;

THENCE NORTH 56 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG SAID NORTH FACE, 27.56 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 23 SECONDS WEST, CONTINUING ALONG SAID NORTH FACE AND THE WESTERLY PROLONGATION THEREOF, SAID NORTH FACE BEING 15 FEET NORTH OF, AND PARALLEL WITH, THE SOUTH LINE OF SAID NORTHWEST QUARTER, 673.39 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 00 DEGREES 04 MINUTES 30 SECONDS WEST, ALONG SAID WEST LINE, 575.87 FEET TO THE POINT OF BEGINNING;

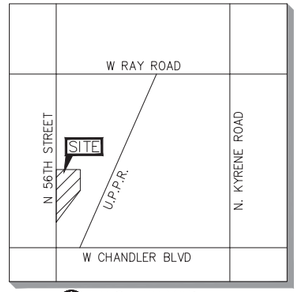
EXCEPT THE EAST 10.00 FEET OF THE WEST 65.00 FEET, THEREOF AS CONVEYED TO THE CITY OF CHANDLER, AN ARIZONA MUNICIPAL CORPORATION IN WARRANTY DEED RECORDED IN DOCUMENT NO. 95-225841 OF OFFICIAL RECORDS AND RE-RECORDED IN DOCUMENT NO. 96-0482329, OF OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA.



EXISTING SITE MAP

GRAPHIC SCALE IN FEET
0 50 100 200

NORTH



VICINITY MAP
CHANDLER, AZ
N.T.S.

NOTE:
THE IMPROVEMENT SHOWN ON THIS PLAT WILL NOT BE FULLY APPROVED BY THE CITY AND THE CERTIFICATE OF OCCUPANCY OR ACCEPTANCE WILL NOT BE ISSUED UNTIL THE OVERHEAD UTILITY LINE UNDERGROUNDING REQUIREMENT HAS BEEN SATISFIED

LEGEND

	PROPERTY LINE
	RIGHT OF WAY LINE
	STREET CENTERLINE
	EASEMENT LINE
S	EXISTING SEWER MAIN
S	PROPOSED SEWER MAIN
W	EXISTING PUBLIC WATER MAIN
W	PROPOSED PUBLIC WATER MAIN
F	PROPOSED FIRE LINE
	PROPOSED STORM DRAIN
	EXSTING STORM DRAIN
HP	HIGH POINT
12	PROPOSED CONTOUR
12	EXISTING CONTOURS
10.00 P	PROPOSED PAVEMENT SPOT ELEVATION
10.00 EG	EXISTING SPOT ELEVATION
	FLOW DIRECTION
	EXISTING SANITARY SEWER MANHOLE
	PROPOSED SANITARY SEWER MANHOLE
	EXISTING FIRE HYDRANT
	PROPOSED FIRE HYDRANT
SD	EXISTING STORM DRAIN MANHOLE
SD	PROPOSED STORM DRAIN MANHOLE
	PROPOSED CATCH BASIN

100-Year, 2-Hour Retention Summary $V_r = D/12 \times A \times C \times 1.1$ D = 2.20 inches

Drainage Basin ID	Drainage Area (ft^2)	Land Use	Runoff Coefficient	V_r (ft^3)	$V_{r,total}$ (ft^3)	V_p (ft^3)	+/-
A	495,666	Pavement	0.95	94,961	98,603	101,771	3,168
	36,117	Landscaping	0.50	3,642			
B	64,725	Pavement	0.95	12,400	15,114	18,157	3,043
	26,913	Landscaping	0.50	2,714			
C	16,521	Pavement	0.95	3,165	6,246	8,607	2,361
	30,553	Landscaping	0.50	3,081			
D	0	Pavement	0.95	0	2,453	8,908	6,455
	24,332	Landscaping	0.50	2,453			

SITE DATA

ADDRESS: 375 N 56TH STREET
CHANDLER, ARIZONA
EXISTING ZONING: PAD
PROPOSED ZONING: PAD
APN: 301-68-006S & 301-68-006U
GROSS AREA: 15.950 ACRES, 694,828 SF

FLOOD ZONE CLASSIFICATION:

THE PARCEL LIES WITHIN FLOOD ZONE "X", 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE AS SHOWN ON FIRM PANEL 04013C2715L WITH A N EFFECTIVE DATE OF OCTOBER 16, 2013.

BENCHMARK:

THE BENCHMARK FOR THIS PROJECT IS A BRASS CAP AT THE WEST QUARTER CORNER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, HAVING AN NAVD 88 ELEVATION OF 1189.43'.

BASIS OF BEARING:

THE BASIS OF BEARING FOR THIS SURVEY IS THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA. SAID LINE BEARS N00°02'09"W. THE BASIS OF BEARING IS BASED ON THE MEASURED BEARING BETWEEN FOUND MONUMENTS.

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA 811
Call 811 or click Arizona811.com

NO.	REVISION	BY	DATE	APPR.

Kimley»Horn

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7740 North 16th Street, Suite 300
Phoenix, Arizona 85020 (602) 944-5500

SCALE (H): 1"=100'
SCALE (V): NONE
DESIGNED BY: CW
DRAWN BY: JHT
CHECKED BY: CW
DATE: 10/07/2024

56TH STREET INDUSTRIAL

PRELIMINARY PLAT COVER SHEET
375 N. 56TH STREET CHANDLER, ARIZONA 85226

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn
ENGINEER C. WURL
PE NO. 61720 DATE 10/24

PROJECT NO.
291591005

DRAWING NAME
PP-1

1 OF 3

COC LOG NO. PL124-0007

K:\PHX_Civil\291591005 - Chandler 56\CADD\Exhibits\Preliminary Plat\Preliminary Plat.dwg Oct 07, 2024 CHUCK.WURL
XREFS: +TB_291591005 xBM_291591005 xVF_291591005
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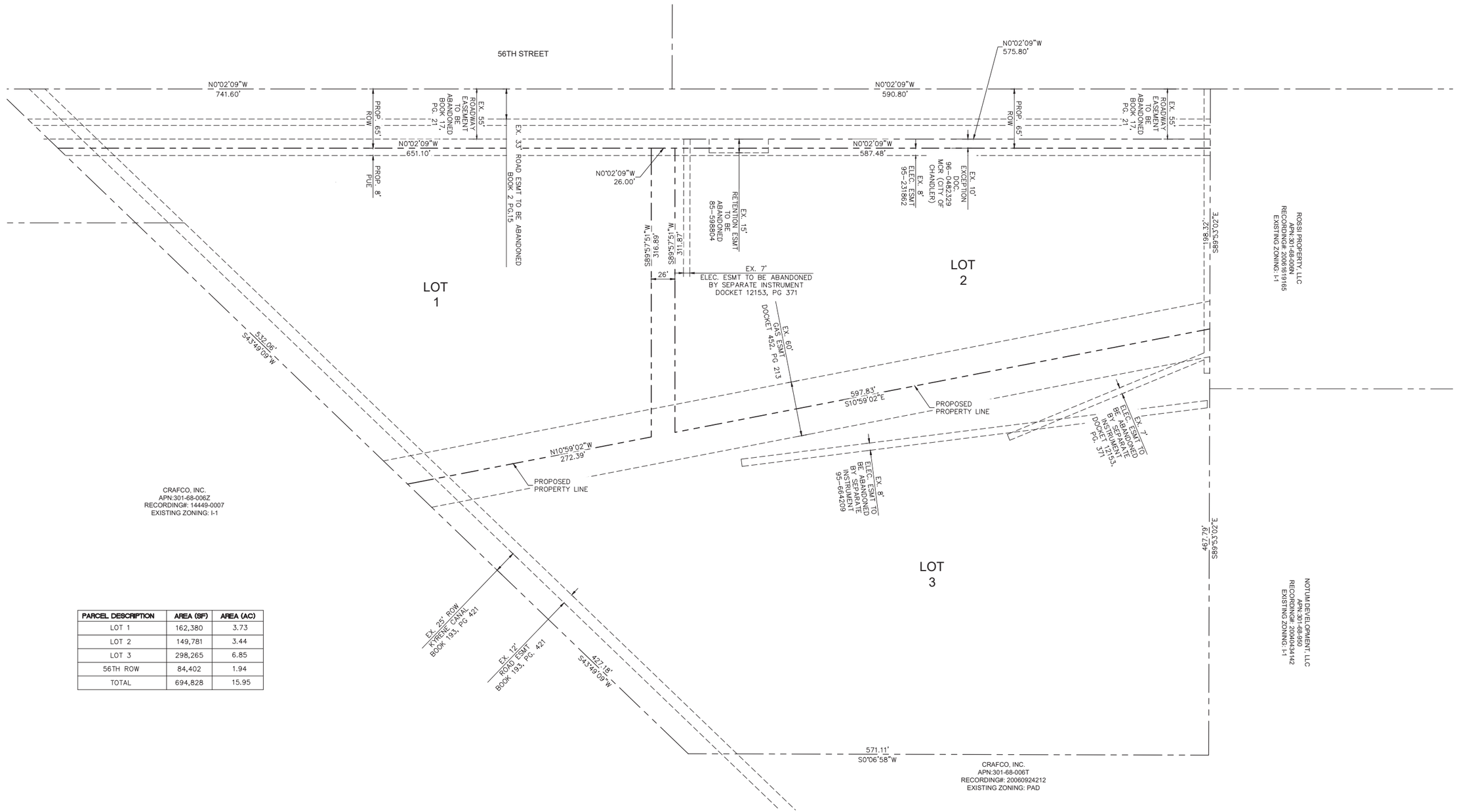

PARCEL DESCRIPTION	AREA (SF)	AREA (AC)
LOT 1	162,380	3.73
LOT 2	149,781	3.44
LOT 3	298,265	6.85
56TH ROW	84,402	1.94
TOTAL	694,828	15.95

GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

NO.	REVISION	BY	DATE	APPR.

Kimley»Horn

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7740 North 16th Street, Suite 300
Phoenix, Arizona 85020 (602) 944-5500

SCALE (H): 1"=50'
SCALE (V): NONE
DESIGNED BY: CW
DRAWN BY: JHT
CHECKED BY: CW
DATE: 10/07/2024

56TH STREET INDUSTRIAL

PRELIMINARY PLAT

375 N. 56TH STREET CHANDLER, ARIZONA 85226

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn
ENGINEER C. WURL
PE NO. 61720 DATE 10/24

PROJECT NO.
291591005

DRAWING NAME
PP-2

2 OF 3

COC LOG NO. PLT24-0007

K:\PHX_Civil\291591005 - Chandler 56\CADD\Exhibits\Preliminary Plat\Preliminary Plat.dwg Oct 07, 2024 CHUCK.WURL
XREFS: -TB_291591005 -BM_291591005 vVF_291591005
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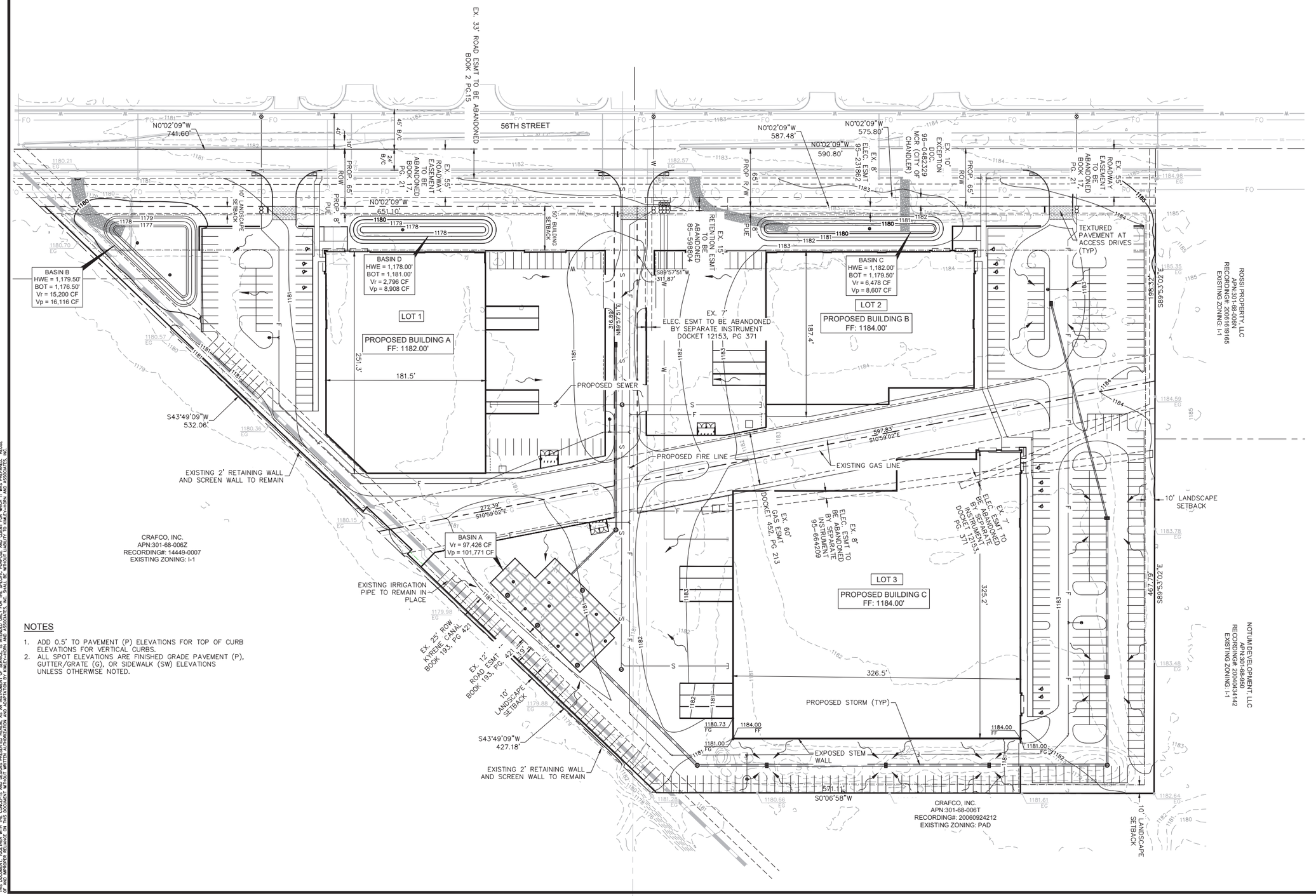

NOTES

1. ADD 0.5' TO PAVEMENT (P) ELEVATIONS FOR TOP OF CURB ELEVATIONS FOR VERTICAL CURBS.
2. ALL SPOT ELEVATIONS ARE FINISHED GRADE PAVEMENT (P), GUTTER/GRATE (G), OR SIDEWALK (SW) ELEVATIONS UNLESS OTHERWISE NOTED.

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA 811
Call 811 or click Arizona811.com

NO.	REVISION	BY	DATE	APPR.

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56TH STREET INDUSTRIAL

EXISTING AND PROPOSED IMPROVEMENTS
375 N. 56TH STREET CHANDLER, ARIZONA 85226

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn
ENGINEER C. WURL
PE NO. 61720 DATE 10/24

PROJECT NO.
291591005

DRAWING NAME
PP-3

3 OF 3

COC LOG NO. PLT24-0007

K:\PHX_Civil\291591005 - Chandler 56\CADD\Exhibits\Preliminary Plat\291591005 PLAT_SHEET 3.dwg Oct 07, 2024 CHUCK.WURL
XREFS: xBM_291591005 xVP_291591005 xTB_291591005 xUT_291591005 oFC_291591005 oFC_291591005
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CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services** **Memo No.** DS24-022

Date: December 09, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kevin Snyder, Development Services Director
From: Dana Alvidrez, City Traffic Engineer
Subject: Ordinance No. 5115 Right of Way Temporary Use Management Program

---

Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 5115, approving the Right of Way Temporary Use Management Program.

Background:

Following concerns raised by councilmembers and Chandler residents, the City Council held a work session on the coordination of road construction projects in May 2024. Based on direction received from the Council at this work session, Transportation Engineering Division staff has developed two programmatic responses to enhance road construction coordination:

1. Development of a traffic control permit fee program to both incent contractors to complete their work in a timely manner and to hold them accountable if they do not; and
2. Creation of right of way temporary use management policies and procedures.

This proposed program will enhance the planning, application and oversight of traffic control in temporary work areas in the public right-of-way. The program's goal is to maintain work zone safety while minimizing inconvenience for the public.

Discussion:

This ordinance creates the authority to collect fees, including a non-refundable permit fee which is intended to cover the cost of plan review and inspection. It also requires a deposit (based on the size of the project) for all work involving lane restrictions or closures. The deposit is fully refundable if all work is completed per the specifications and timeframe authorized by the issued temporary traffic control permit and if the city infrastructure is undamaged during construction. Specific items that would result in a civil violations include, but are not limited to:

- Using right of way without a city-approved traffic control permit;
- Violating restrictions, limits, times and locations of the traffic control permit;
- Restricting traffic at a signalized intersection without active work occurring and without a sworn police officer present; and
- Rendering a sidewalk inaccessible without relocating it or making other accommodations or closing a bike lane or shared-use path without proper notice of closure.

The ordinance also includes definitions to clarify the conditions under which a lane is permitted to be closed or restricted, such as for *active work* and *peak travel time*.

Contractors working on city-owned projects or contracts must comply with this policy and obtain a temporary traffic control permit. However, the application fee and deposit do not apply, as these details will be included in specific project contracts.

Financial Implications:

The City currently issues approximately 1,900 traffic control permits annually. Implementing the enhanced right of way temporary use management program established by this ordinance is anticipated to require the addition of one full-time equivalent (FTE) employee that could be considered as part of the next fiscal year budget. The ongoing cost (e.g. salary and benefits) and one-time operational costs (e.g. computer equipment, cell phone, vehicle) would be fully offset by the program permit fees.

Attachments

Ordinance No. 5115

ORDINANCE NO. 5115

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, DECLARING THAT DOCUMENT ENTITLED "2024 AMENDMENTS TO CHAPTER 46, DIVISION 1" TO BE A PUBLIC RECORD; AMENDING THE CODE OF THE CITY OF CHANDLER, CHAPTER 46, (ENCROACHMENTS AND OTHER USES IN THE PUBLIC RIGHT-OF-WAY), BY AMENDING DIVISION 1 (GENERAL PROVISIONS APPLICABLE TO ALL ENCROACHMENT PERMITS) TO ESTABLISH A RIGHT OF WAY TEMPORARY USE MANAGEMENT PROGRAM; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

WHEREAS**,** the City Council of the City of Chandler wishes to establish a right of way temporary use management program to promote public health, safety, and welfare in the right of way and to manage temporary roadway restrictions to minimize delays and inconvenience to the traveling public; and

WHEREAS, the right of way temporary use management program will enhance planning, administration, and oversight of traffic control management in temporary work areas in roadways, sidewalks, and other public transportation facilities; and

WHEREAS**,** these provisions, procedures, and processes are not intended to supplant Council approval as may be required by the City Charter or that relate to or involve non-routine matters of public interest or public policy.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. That the Chandler City Code Chapter 46 (Encroachments and Other Uses In The Public Right-of-Way), Division 1 (General Provisions Applicable to All Encroachment Permits) is hereby amended to read as follows (additions in ALL CAPS, deletions in ~~strikeout~~):

Section 2. That certain document known as the "2024 Amendments to Chap. 46, Division 1" one paper copy and one electronic copy of which shall remain on file in the office of the City Clerk, is hereby declared to be a public record.

Section 3. That the Chandler City Code, Chapter 46, Encroachments and Other Uses In The Public Right-of-Way, is hereby amended by adoption of the amendments set forth in "2024 Amendments to Chap. 46, Division 1," said document having been declared to be a public record.

Section 4. Effective Date.
The provisions of this Ordinance shall be effective 30 days after final adoption.

Section 5. Providing for Repeal of Conflicting Ordinances.
All ordinances or parts of ordinances in conflict with the provisions of this ordinance, or any parts hereof, are hereby repealed.

Section 6. Providing for Severability.
If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this _____ day of December 2024.

ATTEST:

_____ _____
CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona this _____ day of December 2024.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5115 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of December, 2024, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY JMB

Published in the Arizona Republic on:

2024 Amendments to Chap. 46, Division 1
{Public Record for Ordinance No. 5115}

The Chandler City Code Chapter 46 (Encroachments and Other Uses In The Public Right-of-Way), Division 1 (General Provisions Applicable to All Encroachment Permits), is hereby amended to read as follows (additions in ALL CAPS, deletions in ~~strikeout~~):

DIVISION 1. GENERAL PROVISIONS ~~APPLICABLE TO ALL ENCROACHMENT PERMITS~~

THE FOLLOWING TERMS AND CONDITIONS APPLY TO A FRANCHISE, LICENSE, PERMIT, OR AGREEMENT ISSUED UNDER THIS CHAPTER FOR USE OF RIGHT OF WAY.

46-1.1 PURPOSE AND POLICY

THIS CHAPTER ALONG WITH FEDERAL, STATE, AND OTHER LOCAL LAW ESTABLISHES POLICY FOR USE OF CITY-OWNED INFRASTRUCTURE, PERMITTED INFRASTRUCTURE OWNED BY OTHERS, AND CITY MANAGED RIGHT OF WAY:

1. TO THE EXTENT REASONABLY PRACTICABLE, ISSUE A FRANCHISE, LICENSE, PERMIT, OR AGREEMENT TO A PERSON FOR USE OF RIGHT OF WAY ON A COMPETITIVELY NEUTRAL AND NONDISCRIMINATORY BASIS;

2. MANAGE RIGHT OF WAY TO MINIMIZE THE IMPACT AND COST TO CHANDLER RESIDENTS CAUSED BY USES AND ENCROACHMENTS LOCATED WITHIN RIGHT OF WAY;

3. TO THE EXTENT PERMITTED BY LAW, MANAGE RIGHT OF WAY TO MAXIMIZE EFFICIENT, EFFECTIVE, AND OPTIMAL USE OF PUBLIC RESOURCES AND SUPPORT ECONOMIC DEVELOPMENT; AND

4. MANAGE RIGHT OF WAY TO PROMOTE AND PROTECT PUBLIC HEALTH, SAFETY, AND WELFARE.

46-1.2 AUTHORITY AND ADMINISTRATION

THE CITY MANAGER IS AUTHORIZED AS PROVIDED IN THIS CHAPTER TO ISSUE AND ADMINISTER FRANCHISE AGREEMENTS, MASTER LICENSE AGREEMENTS AND ASSOCIATED SITE LICENSE AGREEMENTS, LICENSES, PERMITS, AND AGREEMENTS TO PERSONS, ASSOCIATIONS, OR CORPORATIONS TO USE OR INSTALL, OPERATE, OR MAINTAIN FACILITIES IN RIGHT OF WAY.

~~46-1~~ 46-1.3 Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning, another division of this chapter provides a different meaning, or an existing license/franchise or use agreement has specific definitions approved as part of its terms:

~~*Access channel* shall mean a channel dedicated in whole or in part for local non-commercial programming which is not originated by a cable licensee; provided that such access programming shall not include (i) the retransmission of local television broadcast signals or (ii) programming produced by persons unaffiliated with the cable licensee under the provisions of Section 612 of the Cable Act~~.

ACTIVE WORK MEANS A PERSON(S) ACTIVELY ENGAGED IN MAINTENANCE OR CONSTRUCTION OR OTHER RELATED ACTIVITY WITHIN RIGHT OF WAY.

Affiliate means any person who owns or controls, is owned by or controlled by, or is under common ownership or control with licensee.

AGREEMENT MEANS ANY AGREEMENT OR CONTRACT ISSUED BY THE CITY UNDER THE TERMS AND CONDITIONS OF THIS CHAPTER.

APPLICANT MEANS A PERSON, ITS CONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, PARENT ORGANIZATION, SUCCESSOR-IN-INTEREST, PREDECESSOR-IN-INTEREST, OR JOINT VENTURES WHO APPLY FOR A FRANCHISE, LICENSE, PERMIT, OR AGREEMENT UNDER THIS CHAPTER.

A.R.S. MEANS ARIZONA REVISED STATUTES, AS AMENDED.

~~*Applicant* means a person, as defined in this section, who submits a proposal to provide cable service to the City~~.

~~*Basic service* shall mean the tier that includes the retransmission of local television broadcast signals.~~

~~*Cable Act* means the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992 and including the Telecommunication Act of 1996, as the same may be amended from time to time.~~

~~*Cable license* means that ordinance or resolution which contains the right, authority or grant, given by the City enabling a person to construct, operate and maintain a cable system.~~

~~*Cable service* means the transmission to subscribers of video programming or other programming service and subscriber interaction, if any, that is required for the selection or use of the video programming or other programming service.~~

~~*Cable system* means any facility consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide cable service that includes video programming and that is provided to multiple subscribers within a community. Cable system does not include:~~

~~(1) A facility that serves fewer than fifty (50) subscribers.~~

~~(2) A facility that serves subscribers without using any public street, road or alley.~~

~~for purposes of 47 United States Code Section 541(c), to the extent the facility is used in the transmission of video programming directly to subscribers, unless the extent of the use is solely to provide interactive on-demand services.~~

~~(5) An open video system that complies with 47 United States Code Section 573.~~

~~(6) A facil(3) A facility that serves only to retransmit the television signals of one (1) or more television broadcast stations.~~

~~(4) A facility of a common carrier that is subject, in whole or in part, to 47 United States Code Sections 201 through 276, except that the facility is considered a cable system, other than ity of an electric utility that is used solely for operating its electric utility system.~~

City ~~shall mean~~ MEANS the City of Chandler, a municipal corporation of the State of Arizona, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.

City building means a building that is both (a) occupied by the City or owned by the City and (b) used for municipal purposes.

City Council ~~shall mean~~ MEANS the present governing body of the City or any future Council constituting the legislative body of the City.

City Manager ~~shall mean~~ MEANS the City Manager of the City of Chandler or the City Manager's designee.

CODE MEANS CHANDLER CITY CODE*,* AS AMENDED.

Commercial mobile radio services means two-way voice commercial mobile radio services as defined by the Federal Communications Commission in 47 United States Code Section 157.

Completion of construction or *complete construction* ~~shall mean~~ MEANS "satisfactorily complete" and "fully activate." In each instance, these terms shall mean that strand has been put up and all necessary cable (including trunk and feeder cable) has been lashed, for underground construction, that all cable has been laid and trenches refilled, all road surfaces restored and, except as prevented by weather conditions or delayed because of seasons, landscaping restored; that all amplifier housings and modules have been installed, that power supplies have been installed, that construction of the head ends or hubs has been completed and all necessary processing equipment has been installed; and that any and all other construction necessary for the cable system to be ready to deliver cable service to subscribers has been completed. Final balancing shall have been conducted on each otherwise completed segment of the cable system before direct marketing of that segment begins. It is expected that segments of less than the entire cable system will be activated and final balanced when completed.

Construction of any segment or of the entire cable system will not be considered complete until final balance has been conducted on such segment (or in the case of the entire cable system, until final balancing and proof of performance tests have been conducted on all segments of corrected.) The term "completion of construction" does not include marketing and installation of subscriber service.

Days ~~shall mean~~ MEANS calendar days, unless otherwise specified.

Department means that Department, Division or City employee to whom responsibility for the administration of this chapter has been delegated by the City Manager. Generally, the Department will be the designated City Engineer or the Director of the Development Services Department and persons seeking permits pursuant to this chapter may obtain necessary forms and information from the permit counter in the Development Services Department.

Downtown means the land area bounded by Chandler Boulevard on the north, Frye Road on the south, Dakota Street on the west and the Union Pacific railroad tracks on the east.

Downtown business means a commercial establishment in the downtown.

Encroach or *encroachment* MEANS ~~includes~~, but is not limited to, the performance of any of the following acts:

(1) Excavating, filling or disturbing the surface.

(2) Erecting or maintaining any flag, banner, decoration, post, sign, pole, fence, guardrail, wall, loading platform, news stand, mailbox, pipe, conduit, wire or other structure on, over or under the surface of any public place, highway or watercourse.

(3) Planting any tree, shrub, grass or other growing thing.

(4) Placing or leaving any rubbish, brush, earth or other material of any nature whatsoever.

(5) Constructing, placing, maintaining on, over or under the surface of any public place, right of way, street, pathway, sidewalk, driveway, curb, gutter, paving or other surface or subsurface drainage structure or facility, any pipe, conduit, wire, cable or telecommunication facility.

(6) Traveling by any vehicle or combination of vehicles or object of dimension, weight or other characteristic prohibited by law without a permit.

(7) Lighting or building a fire.

(8) Constructing, placing, planting or maintaining any structure, embankment, excavation or other objects adjacent to a right of way or watercourse which causes or will cause an encroachment.

(9) The application of paint or other marking materials to any pavement or curb.

(10) Providing valet parking, including without limitation the establishment of a valet parking station and/or a valet parking zone or the storing of downtown business patrons' vehicles.

Encroachment permit means that document submitted to/and issued by the City in relation to specific in City right of way related to Chapter 46 activity.

Facilities means the plant, equipment, and property, including but not limited to boxes, poles, wires, pipe, conduits, pedestals, antenna, and other appurtenances placed in, on, or under highways.

FCC means the Federal Communications Commission, or a designated representative.

Fiber optic license means a license related to interstate services and other communication facilities that are excluded from the definition of "telecommunications" in Division IV of this chapter,

INCLUDING DARK FIBER OR EMPTY CONDUIT INTENDED FOR FUTURE FIBER OPTIC USE.

Franchise ~~shall mean~~ MEANS the same as defined under Article XIII of the Arizona Constitution.

Gross revenues means all cash, credits, property of any kind or nature, or other consideration, less related bad debt not to exceed one and one-half (1.5) percent annually, that is received directly or indirectly by the cable licensee or its affiliates, or any person in which the cable licensee has a financial interest or that has a financial interest in the cable licensee and that is derived from the cable licensee's operation of its cable system to provide cable service in the City. Gross revenues include all revenue from charges for cable service to subscribers and all charges for installation, removal, connection or reinstatement of equipment necessary for a subscriber to receive cable service, and any other receipts from subscribers derived from operating the cable system to provide cable service, including receipts from forfeited deposits, sale or rental of equipment to provide cable service, late charges, interest and sale of program guides. Gross revenues also include all income the cable licensee receives from the lease of its facilities located in the streets and public ways, unless services that the lessee provides over the leased facilities are subject to a transaction privilege tax of the licensing authority. Gross revenues do not include revenues from commercial advertising on the cable system, the use or lease of studio facilities of the cable system, the use or lease of leased access channels or bandwidth, the production of video programming by the cable licensee, the sale, exchange, use or cablecast of any programming by the cable licensee in the City, sales to the licensee's subscribers by programmers of home shopping services, reimbursements paid by programmers for launch fees or marketing expense, license fees, taxes or other fees or charges that the licensee collects and pays to any governmental authority, any increase in the value of any stock, security or asset, or any dividends or other distributions made in respect of any stock or securities.

Highway means a street and public way as defined below.

HOLDER MEANS A PERSON THAT HAS BEEN ISSUED A FRANCHISE, LICENSE, PERMIT OR OTHER AGREEMENT UNDER THIS CHAPTER.

HOLIDAY RESTRICTION MEANS THE SUSPENSION OF CONSTRUCTION OR MAINTENANCE ACTIVITIES IN RIGHT OF WAY ADJACENT TO OR THAT SERVES AS PRIMARY ACCESS TO LARGE COMMERCIAL AREAS OR HOLIDAY EVENTS DURING THE PERIOD OF NOVEMBER 15 THROUGH JANUARY 1.

Intergovernmental contract means the joint exercise of powers authorized by Arizona Revised Statutes, Title 11, Chapter 7, Article 3.

~~*Initial activation of cable service* shall mean with respect to a particular segment (as defined in any cable license issued hereunder), or with respect to a group of segments or the entire cable system, as the case may be, that, all proposed cable services and cable system capabilities as stated in the cable license are available and/or in place, construction has been completed and the completed segment or segments in question or the entire cable system, as the case may be, have been activated.~~

~~*Initial license* shall mean a cable license sought by, or granted to, a person who does not hold a license. Such person is an "initial licensee."~~

Licensee means ~~the~~ A person granted a ~~cable~~ license~~, a fiber optics license and/or a telecommunications license.~~ UNDER THIS CHAPTER.

Licensing authority means the City of Chandler.

Licensing requirements means the cable television licensing requirements in Division V of this chapter.

Licensor means the City of Chandler as represented by the City Council, City Manager or their designee acting within the scope of this authority.

~~*Multiple dwelling units* or *"MDU"* means any adjacent building(s) such as apartments under common ownership containing more than four (4) dwelling units used as living quarters.~~

~~*Other programming service* means information that a cable licensee makes available to all subscribers generally.~~

~~*Outage* shall exist whenever licensee's cable system experiences three (3) Subscriber complaints within any sixty-minute period of "no picture" within the same quarter (¼) section.~~

MAJOR HOLIDAY MEANS A HOLIDAY LISTED IN A.R.S. § 1-301.

MUTCD MEANS THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AS AMENDED BY STATE OF ARIZONA SUPPLEMENTS AND CITY ADDITIONS.

NCHRP 350 GUIDELINES MEANS THE NATIONAL COOPERATIVE HIGHWAY RESEARCH PROGRAM REPORT 350.

NESC MEANS THE NATIONAL ELECTRICAL SAFETY CODE.

PEAK TRAVEL TIME MEANS THE PERIOD FROM 6:00 A.M. TO 8:30 A.M. AND 4:00 P.M. TO 7:00 P.M., MONDAY THROUGH FRIDAY, EXCLUDING MAJOR HOLIDAYS; OR AS OTHERWISE PROVIDED IN THE CITY ENGINEERING & DESIGN STANDARDS MANUAL.

Permittee means ~~the~~ A person granted ~~an encroachment~~ A permit ~~pursuant to Chapter 46~~ UNDER THIS CHAPTER.

Person ~~includes~~ MEANS any individual, partnership, association, corporation, legal entity or organization of any kind. Whenever used in any clause prescribing a penalty, the term "person" as applied to partnerships or associations includes partners or members thereof, and if applied to corporations, the officers thereof. "Person" ~~shall~~ DOES not include a municipal corporation unless otherwise indicated.

PROJECT VALUATION MEANS THE FAIR MARKET VALUE OF THE WORK, USE, OR ACTIVITY WITHIN RIGHT OF WAY USED TO DETERMINE THE TRAFFIC CONTROL PERMIT DEPOSIT AMOUNT.

Public highway or *highway* means the surface of and the space above and below of any public road, sidewalk, street and alley.

Public place ~~shall mean~~ MEANS any property owned, maintained or controlled by the City.

Right of way means the same as streets and public ways as defined below.

~~*Service call* shall result when service problems occur relating to: (i) any "no picture" complaint, (ii) a degraded signal or picture on one (1) or more channels, (iii) property damage by licensee's employees or authorized contractors, or (iv) in-house cable equipment problems.~~

~~*Service interruption* means the loss of picture or sound on one (1) or more cable channels or the significant deterioration of signal or sound.~~

~~*Standard*~~ *SERVICE drop* means a ~~cable~~ SERVICE connection that requires no more than a two-hundred-foot drop measured from the nearest point of a ~~subscriber's~~ CUSTOMER'S home or place of business to the nearest existing technically feasible point on the ~~cable~~ system from which an individual ~~subscriber~~ CUSTOMER can be connected to the ~~cable~~ system AND WHERE THE DROP DOES NOT COMPLETELY CROSS ANOTHER PARCEL. ~~A standard drop involves only one (1) outlet and standard materials. A standard drop does not include the following (the cost of which may be assessed directly to the subscriber): (a) a wall fish; (b) custom installation work, including specific subscriber-requested work that requires non-standard materials or cable routing that requires construction methods exceeding reasonable underground or aerial work; or (c) the cost of any equipment or construction modifications necessary to provide an adequate signal over the standard drop to the subscriber's residence.~~

Streets and public ways means the surface of and the space above and below any public street, sidewalk, right of way, alley, easement, or other public way of any type whatsoever, now or hereafter existing as such within the City.

~~*Subscriber* shall mean any person receiving for any purpose the cable television service of a licensee's cable system~~

~~*Subscriber complaint* means any written or oral complaint by a subscriber to the City that the subscriber did not receive the cable service that the subscriber requested consistent with the requirements of this license.~~

Telecommunications means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received. The term does not include commercial mobile radio services, pay phone services, interstate services or cable services.

Telecommunications provider means a telecommunications corporation who constructs, installs, operates and maintains telecommunications facilities in the City.

Telecommunications corporation means any public service corporation to the extent that it provides telecommunications services in the state.

Telecommunications services means the offering of telecommunications for a fee directly to the public or to such users as to be effectively available directly to the public, regardless of the facilities used.

~~*Two-way communication* shall mean the transmission of telecommunication signals from subscriber locations or other points throughout the cable system back to the cable system's control center as well as transmission of signals from the control center to subscriber locations. A cable license may authorize switching at a level other than the control center.~~

~~*User* shall mean a party utilizing a cable system channel for purposes of production or transmission of material to subscribers, as contrasted with receipt in a subscriber capacity.~~

Valet parking means the service of parking motorized vehicles for patrons of a downtown business.

Valet parking station means the temporary, removable structure located near the valet parking zone as required by Division VIII of Chapter 46 of the City Code.

Valet parking zone means the area of the right of way where patrons of a downtown business served by valet parking may disembark from their vehicles.

Video programming means programming that is provided by, or generally comparable to programming provided by, a broadcast television station.

46-1.4 RIGHTS RESERVED TO CITY

WITHOUT LIMITING THE RIGHTS THE CITY MAY OTHERWISE POSSESS, THE CITY EXPRESSLY RESERVES THE FOLLOWING RIGHTS, POWERS, AND AUTHORITIES:

A. TO EXERCISE ITS GOVERNMENTAL POWERS NOW OR HEREAFTER TO THE FULL EXTENT THAT SUCH POWERS MAY BE VESTED IN OR GRANTED TO THE CITY.

B. TO DETERMINE ANY QUESTION OF FACT RELATING TO THE MEANING, TERMS, OBLIGATIONS, OR OTHER ASPECTS OF THIS CHAPTER AND THE INSTRUMENTS ISSUED UNDER THIS CHAPTER.

C. TO GRANT MULTIPLE, NONEXCLUSIVE FRANCHISES, LICENSES, PERMITS, AND AGREEMENTS WITHIN THE CITY TO OTHER PERSONS.

46-1.5 CITY AUTHORITY; CONTINUING JURISDICTION

A. A PERSON IS SUBJECT TO ALL LAWFUL EXERCISE OF CITY RIGHTS, POWERS, AND AUTHORITY, INCLUDING ANY AND ALL CHAPTERS, RULES, OR REGULATIONS THAT THE CITY HAS ADOPTED OR MAY ADOPT, AND ALL LAWS, RULES, REGULATIONS, ORDERS, AND POLICIES OF THE STATE AND THE UNITED STATES. IN THE EVENT OF A CONFLICT BETWEEN THIS CHAPTER AND OTHER PROVISIONS OF THE CITY CODE, THE STRICTER REQUIREMENT APPLIES.

B. THE CITY POSSESSES CONTINUING JURISDICTION AND SUPERVISION OVER ANY FACILITIES OR USES LOCATED WITHIN OR ON RIGHTS OF WAY. HOWEVER, IT IS RECOGNIZED THAT THE DAILY ADMINISTRATIVE, SUPERVISORY, AND ENFORCEMENT RESPONSIBILITIES OF THE PROVISIONS OF THIS CHAPTER MAY BE DELEGATED AND ENTRUSTED TO THE CITY MANAGER OR DESIGNEE TO INTERPRET, ADMINISTER, AND ENFORCE THE PROVISIONS OF THIS CHAPTER, AND TO PROMULGATE STANDARDS REGARDING THE CONSTRUCTION, RECONSTRUCTION, RELOCATION, MAINTENANCE, DISMANTLING, ABANDONMENT, OR USE OF THE FACILITIES WITHIN RIGHT OF WAY.

46-1.6 RIGHT OF WAY TEMPORARY USE MANAGEMENT PROGRAM

A. *PURPOSE*. THERE IS HEREBY ESTABLISHED A RIGHT OF WAY TEMPORARY USE MANAGEMENT PROGRAM TO PROMOTE PUBLIC HEALTH, SAFETY, AND WELFARE IN RIGHT OF WAY AND TO MANAGE TEMPORARY ROADWAY RESTRICTIONS TO MINIMIZE DELAYS AND INCONVENIENCE TO THE TRAVELING PUBLIC. THIS RIGHT OF WAY TEMPORARY USE MANAGEMENT PROGRAM IS INTENDED TO ENHANCE THE PLANNING, ADMINISTRATION, AND OVERSIGHT OF TRAFFIC CONTROL MANAGEMENT IN ROADWAYS, SIDEWALKS, AND OTHER FACILITIES RELATED TO THE TRANSPORT OR MOVEMENT OF THE PUBLIC.

B. *TEMPORARY TRAFFIC CONTROL DEVICES*. NO PERSON, ORGANIZATION, PUBLIC UTILITY, OR OTHER ENTITY MAY ERECT OR PLACE ANY BARRIER OR DEVICE IN RIGHT OF WAY UNLESS THIS TEMPORARY USE IS APPROVED BY THE CITY TRANSPORTATION ENGINEER OR THEIR DESIGNEE.

C. *PERMIT REQUIRED*.

1. EXCEPT FOR AN EMERGENCY, A PERSON MUST FIRST OBTAIN A TRAFFIC CONTROL PERMIT TO TEMPORARILY, WHETHER PARTIALLY OR FULLY, USE FOR ANY PURPOSE, ANY CITY STREET, HIGHWAY, FREEWAY, ALLEY, BICYCLIST-WAY OR PEDESTRIAN-WAY. FOR AN EMERGENCY, A PERSON MUST OBTAIN A TRAFFIC CONTROL PERMIT AS SOON AS REASONABLY PRACTICABLE.

2. ALL TEMPORARY TRAFFIC CONTROL DEVICES WITHIN THE CITY MUST BE INSTALLED UNDER A TRAFFIC CONTROL PERMIT AS PROVIDED IN THIS DIVISION AND MUST COMPLY WITH: (i) THE LATEST EDITION OF THE MUTCD, AS AMENDED BY THE ARIZONA SUPPLEMENT TO THE MUTCD; (ii) THE CITY ENGINEERING & DESIGN STANDARDS MANUAL, AS AMENDED; AND (iii) NCHRP 350 GUIDELINES. TEMPORARY USE OF THE RIGHT OF WAY WILL NOT BE PERMITTED DURING MAJOR HOLIDAYS OR NEAR LARGE COMMERCIAL AREAS OR HOLIDAY EVENTS DURING A HOLIDAY RESTRICTION UNLESS APPROVED BY THE CITY'S TRANSPORTATION ENGINEER OR DESIGNEE. SIMILARLY, UNLESS OTHERWISE APPROVED BY THE CITY TRANSPORTATION ENGINEER, TEMPORARY USE OF RIGHT OF WAY DURING PEAK TRAVEL TIMES WILL SOLELY BE PERMITTED IF THE PERSON MAINTAINS TWO LANES OF TRAVEL IN EACH DIRECTION AND ALL TURN LANES REMAIN UNRESTRICTED. THE CITY'S TRANSPORTATION ENGINEER OR DESIGNEE MAY ALLOW RIGHT OF WAY TEMPORARY USE UNDER OFF-PEAK CONDITIONS DURING PEAK TRAVEL TIMES IN THEIR SOLE DISCRETION. THE TEMPORARY USE OF RIGHT OF WAY IS NOT PERMITED WHEN THERE IS NO ACTIVE WORK.

D. *TRAFFIC CONTROL PERMIT APPLICATION, APPLICATION FEES; REFUNDABLE DEPOSIT; TIME EXTENSION*. WHEN A PERSON SEEKS THE TEMPORARY USE OF RIGHT OF WAY THE PERSON MUST: (i) FILE A COMPLETE APPLICATION AS REQUIRED BY THE CITY TRANSPORTATION ENGINEER; (ii) PAY A NON-

REFUNDABLE APPLICATION FEE AS APPROVED BY THE CITY COUNCIL; AND (iii) PAY A REFUNDABLE DEPOSIT AS APPROVED BY THE CITY COUNCIL.

1. TRAFFIC CONTROL PERMIT APPLICATION FEE. THE NON-REFUNDABLE TRAFFIC CONTROL PERMIT APPLICATION FEE WILL BE COLLECTED IN THE AMOUNT APPROVED BY THE CITY COUNCIL. FOR A COMPLEX TRAFFIC CONTROL PERMIT APPLICATION, AN APPLICANT MUST PAY AN APPLICATION FEE IN AN AMOUNT ESTABLISHED BY THE CITY TRANSPORTATION ENGINEER OR DESIGNEE AS NECESSARY TO RECOVER THE CITY'S REASONABLY RELATED COSTS TO REVIEW THE APPLICATION INCLUDING, BUT NOT LIMITED TO, THE COSTS FOR REVIEW BY OUTSIDE CONSULTANTS INCURRED BY THE CITY TO REVIEW THE APPLICATION AND PROCESS THE PERMIT. THE PERMIT APPLICATION FEE MUST BE PAID BEFORE ANY TRAFFIC CONTROL PERMIT MAY BE ISSUED. AN APPLICANT MUST PAY APPLICATION FEES TWICE THE CUSTOMARY AMOUNT IF: (i) THE APPLICANT FILES AN APPLICATION AND SEEKS TEMPORARY RIGHT OF WAY USE WITHIN THREE BUSINESS DAYS OF FILING A COMPLETE APPLICATION; OR (ii) THE APPLICANT SEEKS CONTINUAL CLOSURE (FOR A FULL TWENTY-FOUR HOURS).

2. REFUNDABLE DEPOSIT. BEFORE A TRAFFIC CONTROL PERMIT MAY BE ISSUED, AN APPLICANT MUST PAY AN AMOUNT APPROVED BY THE CITY COUNCIL AS A REFUNDABLE DEPOSIT FOR THE TEMPORARY USE OF RIGHT OF WAY. THE CITY COUNCIL MAY, BUT IS NOT REQUIRED TO, DETERMINE THE DEPOSIT AMOUNT BASED ON PROJECT VALUATION AS DEFINED IN THIS DIVISION. THE DEPOSIT AMOUNT IS FULLY REFUNDABLE TO A HOLDER IF ALL PERMITTED TEMPORARY USE IS COMPLETED AS REQUIRED BY THE TRAFFIC CONTROL PERMIT TERMS AND CONDITIONS. THE DEPOSIT AMOUNT REFUNDED TO HOLDER WILL BE REDUCED BY 5% OF THE ORIGINAL AMOUNT PER DAY FOR EVERY CALENDAR DAY AFTER THE TRAFFIC CONTROL PERMIT EXPIRATION DATE, NOT TO EXCEED 20 CALENDAR DAYS, FOR WHICH THE HOLDER HAS NOT COMPLIED WITH THE TRAFFIC CONTROL PERMIT TERMS AND CONDITIONS. NO AMOUNT OF THE DEPOSIT WILL BE REFUNDED TO A HOLDER IF THE TEMPORARY USE (INCLUDING, BUT NOT LIMITED TO, TRAFFIC CONTROL DEVICES AND EQUIPMENT) REMAINS IN RIGHT OF WAY 20 DAYS OR MORE AFTER THE PERMIT EXPIRES.

3. TIME EXTENSION. THE CITY TRANSPORTATION ENGINEER OR DESIGNEE MAY GRANT A TIME EXTENSION FOR A TRAFFIC CONTROL PERMIT. A HOLDER THAT SEEKS AN EXTENSION MUST PAY AN ADDITIONAL PERMIT APPLICATION FEE BEFORE A PERMIT EXTENSION MAY BE ISSUED TO THE HOLDER.

E. *CITY-OWNED PROJECT.* A PERSON WHO USES THE RIGHT OF WAY FOR A CITY-OWNED PROJECT MUST COMPLY WITH THIS DIVISION AND OBTAIN ALL NECESSARY PERMITS AND CERTIFICATIONS. PROVIDED; HOWEVER, A TRAFFIC CONTROL PERMIT APPLICATION FEE AND TRAFFIC CONTROL PERMIT DEPOSIT DO NOT APPLY TO A CITY-OWNED PROJECT.

46-1.7 TOP OF GROUND SERVICE DROP PROHIBITED

A SERVICE DROP MUST NOT BE INSTALLED ON TOP OF THE GROUND AND AN IN-GROUND SERVICE DROP MUST COMPLY WITH THE NESC OR AS OTHERWISE PROVIDED IN THE CITY ENGINEERING & DESIGN STANDARDS MANUAL, WHICHEVER STANDARD IS STRICTER.

46-1.8 ENFORCEMENT OF CODE VIOLATIONS; CIVIL INFRACTIONS

A. *AUTHORITY AND ADMINISTRATION*. THE CITY MANAGER IS AUTHORIZED TO ISSUE NOTICES OF VIOLATION OF THIS CHAPTER AND MAY TAKE THOSE MEASURES NECESSARY TO PROMOTE, PRESERVE, AND PROTECT PUBLIC HEALTH, SAFETY, AND WELFARE WITHIN RIGHT OF WAY. THE CITY MANAGER MAY ISSUE A WARNING FOR A PERSON'S FIRST VIOLATION UNDER THIS CHAPTER. THE CITY MANAGER MAY ISSUE NOTICE OF VIOLATION TO A HOLDER'S CONTACT PERSON LISTED IN THE FRANCHISE, LICENSE, PERMIT, OR AGREEMENT.

B. *CIVIL INFRACTIONS*. THE FOLLOWING CODE VIOLATIONS MAY RESULT IN A CIVIL INFRACTION THAT IS ENFORCED AS PROVIDED IN CODE SECTION 1-8. THE AMOUNT OF THE CIVIL INFRACTION LISTED IS THE AMOUNT PER DAY FOR A CODE VIOLATION.

1. A PERSON'S FAILURE TO TAKE NECESSARY STEPS TO PROTECT, PROMOTE PUBLIC SAFETY WITHIN 24 HOURS AFTER NOTICE OF AN ACT, ERROR, OR OMISSION BY THE PERSON, THE PERSON'S AGENTS, EMPLOYEES, OR CONTRACTORS THAT CAUSES AN IMMINENT RISK OF DEATH, HARM, OR INJURY TO PERSONS OR PROPERTY. $1800.00

2. THE USE OF RIGHT OF WAY FOR MORE THAN 30 MINUTES BY A PERSON WHO DOES NOT POSSESS A CITY ISSUED TRAFFIC BARRICADE CERTIFICATION OR A CITY ISSUED TRAFFIC CONTROL PERMIT OR A CITY APPROVED TRAFFIC CONTROL PLAN. $1200.00

3. A PERSON'S FAILURE TO CORRECT OR CURE VIOLATIONS WITHIN THE TIME PERIOD STATED IN A WARNING. $1200.00

4. A PERSON'S USE OF RIGHT OF WAY AT A SIGNALIZED INTERSECTION WITHOUT ACTIVE WORK OCCURRING OR WITHOUT A SWORN POLICE OFFICER PRESENT. $1200.00

5. A PERSON INSTALLS A SERVICE DROP ON TOP OF GROUND OR A PERSON INSTALLS AN IN-GROUND SERVICE DROP THAT DOES NOT COMPLY WITH THE NESC OR AS OTHERWISE STATED IN THE CITY ENGINEERING &

DESIGN STANDARDS MANUAL, WHICHEVER STANDARD IS STRICTER. $1200.00

6. A PERSON'S FAILURE TO COMPLY WITH A CONDITION, LIMIT, TIME, OR LOCATION OF TRAFFIC CONTROL PERMIT. $600.00

7. A PERSON'S FAILURE TO INSTALL ADVANCE WARNING SIGNS OR USE OF UNAUTHORIZED ADVANCE WARNING SIGNS IN RIGHT OF WAY. $600.00

8. A PERSON'S FAILURE TO INSTALL BARRICADES OR OTHER TRAFFIC CONTROL DEVICES OR USE OF UNAUTHORIZED BARRICADES OR OTHER TRAFFIC CONTROL DEVICES. $600.00

9. A PERSON'S FAILURE TO REMOVE ADVANCE WARNING SIGNS FACING TRAFFIC OR TO REMOVE OTHER TRAFFIC CONTROL DEVICES AFTER THE TRAFFIC RESTRICTION NO LONGER APPLIES OR THE TRAFFIC CONTROL PERMIT HAS EXPIRED. $300.00

10. A PERSON'S USE OF RIGHT OF WAY THAT RENDERS A SIDEWALK INACCESSIBLE OR CLOSES A BIKE LANE OR CLOSES A SHARED USE PATH AND FAILS TO COMPLY WITH THE TRAFFIC BARRICADE MANUAL. $300.00

11. A PERSON'S USE OF RIGHT OF WAY THAT RENDERS A BUS STOP INACCESSIBLE AND FAILS TO COMPLY WITH THE TRAFFIC BARRICADE MANUAL. $300.00

C. *SUSPENSION OF FRANCHISE, LICENSE, PERMIT, OR AGREEMENT.*

1. IN ADDITION TO OR IN PLACE OF THESE CIVIL INFRACTIONS, THE CITY MANAGER MAY SUSPEND FOR 30 DAYS THE SUBJECT FRANCHISE, LICENSE, PERMIT, OR AGREEMENT.

2. IN ADDITION, THE CITY MANAGER MAY SUSPEND FOR 90 DAYS THE SUBJECT FRANCHISE, LICENSE, PERMIT, OR AGREEMENT FOR A PERSON'S FAILURE TO CURE WITHIN FIVE BUSINESS DAYS AFTER NOTICE OF FALSE, INCOMPLETE, MISTAKEN, MISLEADING OR INACCURATE INFORMATION OR CERTIFICATION BY HOLDER OR APPLICANT, ITS AGENTS, EMPLOYEES, OR CONTRACTORS TO OBTAIN A FRANCHISE, LICENSE, PERMIT, OR AGREEMENT UNDER THIS CHAPTER.

D. *CIVIL ACTION FOR VIOLATIONS.*

1. THESE REMEDIES ARE CUMULATIVE AND THE CITY MAY PROCEED UNDER ONE OR MORE REMEDIES.

2. A PERSON WHO CAUSES, PERMITS, FACILITATES, OR AIDS OR ABETS A VIOLATION OF THIS CHAPTER OR WHO FAILS TO PERFORM AN ACT OR DUTY REQUIRED BY THIS CHAPTER IS SUBJECT TO A CIVIL INFRACTION OF NOT LESS THAN $300.00 NOR MORE THAN $2500.00. THE $300.00 MINIMUM INFRACTION MAY NOT BE WAIVED.

3. EACH DAY A VIOLATION OF A PROVISION OF THIS CHAPTER OR A PERSON'S FAILURE TO PERFORM AN ACT OR DUTY REQUIRED BY THIS CHAPTER CONSTITUTES A SEPARATE VIOLATION OR OFFENSE.

4. A CIVIL ACTION TO ENFORCE A CIVIL INFRACTION IMPOSED UNDER THIS CHAPTER MAY BE COMMENCED AND SUMMONS ISSUED IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN THE A.R.S., CITY ORDINANCE, OR AS PROVIDED IN THE LOCAL RULES OF PRACTICE AND PROCEDURE, CITY COURT, CITY OF CHANDLER.

5. AN AGGRIEVED PERSON MAY APPEAL A VIOLATION OR CIVIL INFRACTION ISSUED BY THE CITY UNDER THIS CHAPTER AS PROVIDED IN CODE SECTION 1-7. AN AGGRIEVED PERSON MUST FILE A WRITTEN APPEAL WITHIN 30 DAYS OF THE NOTICE OF VIOLATION DATE OR WITHIN 30 DAYS FROM THE DATE THAT CIVIL INFRACTIONS ARE IMPOSED.

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services** **Memo No.** DS24-020

Date: December 09, 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. 5856, Authorizing a License Agreement between Bicentel, 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. 5856, authorizing the Mayor to execute the license agreement between Bicentel, 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:

Bicentel, LLC, 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 (dark fiber/internet services) non-telecommunications 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. Bicentel is planning on building several backbone fiber routes throughout the city during the first term of the license. Bicentel is a fiber services provider for commercial and industrial businesses. The current build plan for the first route is estimated to take approximately 2-3 months to complete installation efforts through the northern part

of Chandler from the City of Tempe border to the Town of Gilbert border. Additional routes in the west, south and east parts of Chandler will follow. The exact locations of these routes will be determined during the permitting process. Construction is planned to commence as soon as permits are issued; the construction schedule will be determined by permit release.

Financial Implications:

The city has received a $3,000 application fee to cover the cost of processing 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 Bicentel's gross revenues for services provided within Chandler, whichever is less. The company will also pay permit, inspection and pavement damage fees.

Attachments

Resolution No. 5856 & Agreement for Use of Public Property

RESOLUTION NO. 5856

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING A LICENSE TO BICENTEL, 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 Bicentel, 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. 5856 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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CITY OF CHANDLER TELECOMMUNICATION SERVICES (CLASS 4) AND FIBER OPTIC CABLE, INTERSTATE TELECOMMUNICATION, AND OTHER COMMUNICATION SERVICES (CLASS 5) LICENSE ISSUED TO BICENTEL, 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 Bicentel, LLC a Florida limited liability company ("Licensee"). (The City and Licensee are each a "Party" and collectively the "Parties") effective _____ ("Effective Date").

RECITALS

A. On or about September 25, 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 Bicentel, LLC, a Florida limited liability company with its principal place of business at 825 Town & Country Lane, 12th Floor, Houston, Texas 77024, 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.

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

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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.

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.

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),

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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 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.

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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 (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.

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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.

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.

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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:

Bicentel, LLC
Attn: Raphael Missrie Masri, Project Director
825 Town & Country Lane, 12th Floor
Houston, Texas 77024

Invoicing contact information:
Submit invoices to: raphael.missrie@c3ntro.com
Invoicing/Payment Questions: raphael.missrie@c3ntro.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 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.

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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 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

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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

If any excess insurance is utilized to fulfill the insurance requirements, the excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance. 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

(a) 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."

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(b) 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.

(c) 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 mail:

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

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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 provide copies of certificates of insurance and all endorsements for all insurance policies required by this License.

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.

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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 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

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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.

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 Chandler City Code § 1-7.

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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 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.

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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 or Cash 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. If Licensee releases Hazardous Substances under its control to the environment, to the extent that a governmental agency with jurisdiction requires reporting, investigation, cleanup, or remedial measures to be taken,

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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:
Bicentel, LLC
Attn: Raphael Missrie Masri, Project Director
825 Town & Country Lane, 12th Floor
Houston, Texas 77024

With a copy to:
Bicentel, LLC
Attn: Legal Department
825 Town & Country Lane, 12th Floor
Houston, Texas 77024

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

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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 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

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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 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

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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

_____
Mayor

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

BICENTEL, LLC a Florida limited liability company

By: _____

SIMON MASRI ASKENAZI
Name of Authorized Signer

Title: Managing partner

ATTEST:

_____
Name and Title

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EXHIBIT A
SERVICE AREA

Docusign Envelope ID: A7C9FB50-C687-4A4C-AB2F-63C9A7D51F37

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

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Community of Innovation

City Council Memorandum Development Services Memo No. DS24-019

Date:	December 09, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Andy Bass, Deputy City Manager Kevin Snyder, Development Services Director Louis Kneip, Development Engineering Manager
From:	Dennis Aust, Telecommunications and Utility Franchise Manager
Subject:	Purchase of Fiber Network Repair and Upgrade Services

Proposed Motion:

Move City Council approve the purchase of repair and upgrade services to the municipal fiber network, utilizing multiple vendors available under the State of Arizona Contract No. CTR062466, Communications Cabling Systems, and the City of Tucson Contract No. 212710, Installation, Maintenance, and Repair of Fiber/Copper Networks, for the period of one year, beginning January 1, 2025, through December 31, 2025, in a combined amount not to exceed $4,636,063.

Background/Discussion:

The city completed a Fiber Master Assessment in 2020, performing an audit and inventory of key aspects of the fiber infrastructure. From this document, a 10-year fiber capital program was developed to ensure the redundancy and diversity needed for seamless operations. The plan lays out a program to update, improve, maintain, and operate a fiber optic communications network beneficial to both the city and the public. Local funding has been allocated in the Fiscal Year 2024-25 budget to accomplish the projects in this plan. This approval will allow for several of those projects to be accomplished in smaller sections, improving the efficiency and timeliness of those projects to be completed by spreading the work among several contractors. This approach allows for multiple projects to be worked on simultaneously throughout the city and minimize impact to the traveling public.

Evaluation:

The State of Arizona competitively solicited and awarded contracts for cabling communication systems to multiple vendors. The city has a current agreement with the State allowing for the cooperative use of its contracts. The City of Tucson competitively solicited and awarded a contract for installation, maintenance, and repair of fiber/copper networks. The city has a current agreement with the City of Tucson allowing for the cooperative use of its contracts. The utilization of both of these contracts, each of which was awarded to multiple vendors, allows for more than one project to be completed at the same time.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.1560.5219.6DS099	Capital General	Citywide Fiber	$4,636,063	Y

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Community of Innovation

City Council Memorandum Development Services Memo No. 24-062

Date: December 09, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kevin Snyder, Development Services Director
From: Taylor Manemann, Associate Planner
Subject: PLH24-0033 Round 1 Bowling & Arcade
Request: Use Permit for a Series 6 Bar Liquor License within a new bowling alley and arcade.
Location: 3177 W Chandler Boulevard in the Chandler Fashion Center, generally located at the southwest corner of Price Road and Chandler Boulevard
Applicant: Andrea Lewkowitz, Lewkowitz Law Office

Proposed Motion:

Move City Council approve PLH24-0033 Round 1 Bowling & Arcade, Use Permit for a Series 6 Bar Liquor License within a new bowling alley and arcade, subject to the conditions recommended by the Planning and Zoning Commission.

Background Data:

- Zoned Planned Area Development (PAD) for a regional mall.
- Zoning Code requires Use Permit approval for any bar license.
- No Entertainment Use Permit approval required when the principal use is an amusement arcade or bowling alley.

Surrounding Land Use Data:

North	Commercial, Chandler Fashion Center	South	Commercial, Chandler Fashion Center
East	Commercial, Chandler Fashion Center	West	Chandler Village Drive, then Single-Family Residential

Proposed Development:

Suite Square Footage	65,458 square feet
Hours of Operation	10:00am to 2:00am daily
Number of Employees	10 full-time employees 50 part-time employees

Review and Recommendation:

The Round 1 site is located within an existing 65,458 square foot suite on the west side of Chandler Fashion Center. The suite is on the first level of the space that was previously occupied by Sears. The second level will be occupied by a different user. Access to the Round 1 suite will be provided directly from the parking lot and from inside the mall.

Round 1 will provide customers with a variety of activities including bowling, pickleball, billiards, arcade games, ping pong, darts, and more. Round 1 will also offer an extensive food and beverage menu with pizza, burgers, sandwiches, chicken wings and tenders, nachos, fries, Japanese-inspired snacks and cuisine, ice cream desserts, specialty alcoholic and non-alcoholic drinks, beer, and wine. There will not be any live music, dancing or outdoor patios. Television viewing will be limited to the dining/bar areas. Separate rooms will be available for private parties and guest karaoke. The average guest stay at other Round 1 locations is two to three hours. This site will be the third Arizona location for Round 1.

A Use Permit is required for a Series 6 liquor license for bars to operate within a commercially zoned district. No Entertainment Use Permit is required when the principal use of an establishment is a cinema, performing arts theater, amusement arcade, bowling alley, skating rink, or recreational assembly use for families and/or children.

Planning staff has reviewed the request and finds it to be consistent with the General Plan and applicable zoning. The bar use is a compatible land use with the surrounding commercial development. Planning & Zoning Commission recommends approval subject to conditions.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting sign was posted on the site and on social media via NextDoor.
- A neighborhood meeting was held on October 7, 2024. Only the applicant

and Planning staff attended the meeting.
- 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, November 20, 2024
Motion to Approve

In Favor: 7 Opposed: 0 Absent: 0

Recommended Conditions of Approval

Planning and Zoning Commission recommends City Council approve the Use Permit, subject to the following conditions:

1. 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.

2. The Use Permit is non-transferable to other locations.

3. Substantial expansion or modification beyond the approved exhibits (Site Plan, Floor Plan and Narrative) shall void the Use Permit and require new Use Permit application and approval.

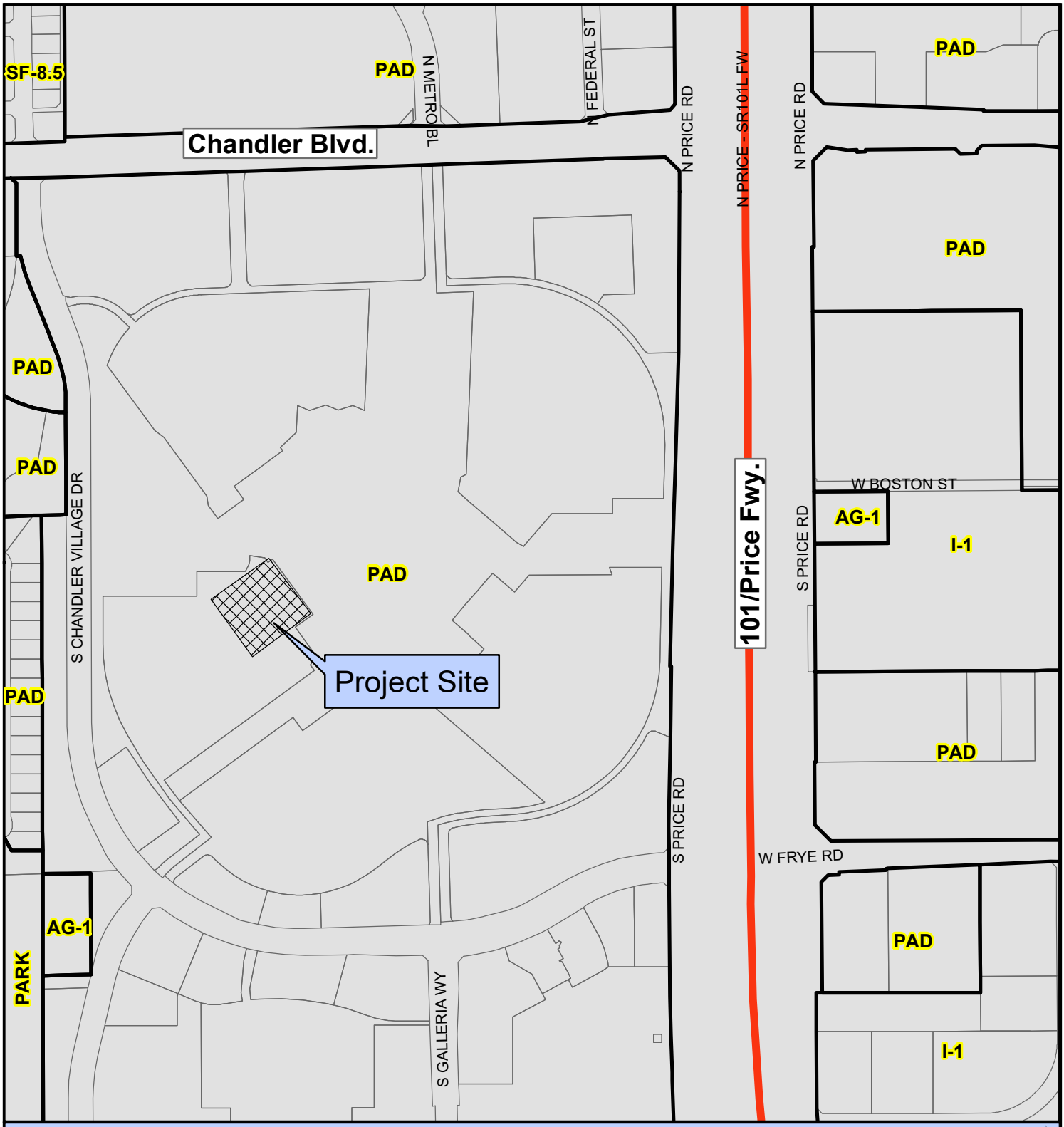
4. Use Permit approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Use Permit shall apply.

5. All pedestrian walkways shall be A.D.A. accessible and shall not be interrupted by any obstacles preventing circulation (i.e. persons with disabilities shall have direct access to all indoor and outdoor pedestrian spaces).

6. The site shall be maintained in a clean and orderly manner.

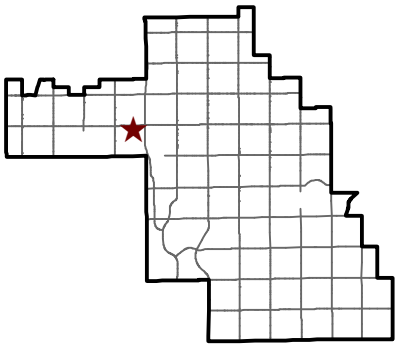
Attachments

Vicinity Maps
Exhibits



PLH24-0033 Round 1 Bowling & Arcade

Proposed Project Details
3177 W. Chandler Blvd.
Use Permit approval for a Series 6 Bar License



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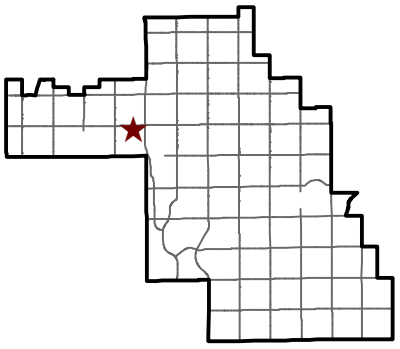
City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning

PLH24-0033 Round 1 Bowling & Arcade

Proposed Project Details
3177 W. Chandler Blvd.
Use Permit approval for a Series 6 Bar License



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For more information visit:
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PLH24-0033

Round 1 Bowling & Arcade

Exhibits

Location:

3177 W Chandler Boulevard in the Chandler Fashion Center

Generally located at the southwest corner of Price Road and Chandler Boulevard

LEWKOWITZ
LAW OFFICE, PLC

2600 North Central Avenue
Suite 1775
Phoenix, Arizona 85004
602.200.7222
www.lewkowitzlaw.com

Andrea D. Lewkowitz
H.J. Lewkowitz

andrea@lewklaw.com

August 30, 2024

City of Chandler, Planning Division
215 E. Buffalo Street
Chandler, AZ 85226

Re: Liquor Use Permit
Round1 Bowling & Arcade | Chandler Fashion Center

Dear Planner:

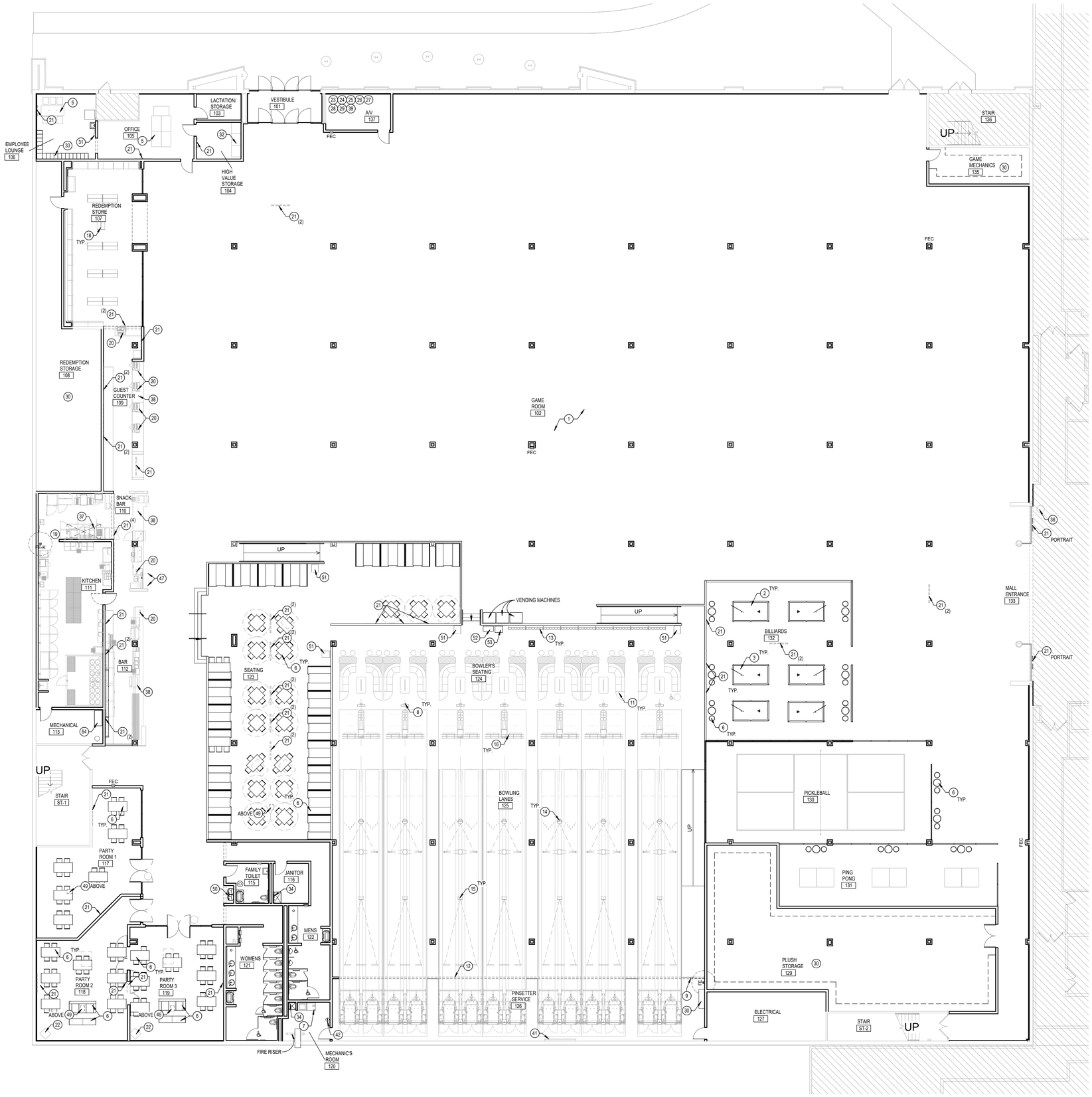
Round One Entertainment, Inc. plans to open its third Arizona location of Round1 Bowling & Arcade ("Round1") at Chandler Fashion Center at 3177 W. Chandler Boulevard in early 2025. Round1 will occupy 65,458 square feet on the first level of the space previously occupied by Sears on the west side of the Center and will have non-exclusive access to the Center's extensive parking lots and structures. Round1 will apply for a series 6 liquor license as an ancillary use to the family-oriented games and activities. Series 6 liquor licenses allow for on- and off-premises sales of beer, wine, and spirits throughout the licensed premises. The property's PAD zoning requires a bar use permit to qualify for the liquor license.

Round1 will offer bowling, pickle ball, billiards, arcade games, ping pong, darts, and more, along with an extensive food and beverage menu with pizza, burgers, sandwiches, chicken wings and tenders, nachos, fries, Japanese-inspired snacks and cuisine, ice cream desserts, specialty alcoholic and non-alcoholic drinks, and beer and wine. There will not be any live music, dancing or outdoor patios, and television viewing will be limited to the dining/bar areas. Separate rooms will be available for private parties and guest karaoke. The average guest stay at other Round1 locations is 2-3 hours.

The business will be open from 10 am – 2 am daily, and will employ approximately ten full-time and 50 part-time employees. Employees involved in the sale and service of alcohol will be trained in responsible alcohol sales and service.

Sincerely,

Andrea D. Lewkowitz



KEYNOTE FLOOR PLAN

SCALE: 3/32" = 1'-0"

N ACTUAL N PLAN

KEYNOTE LEGEND

	LEGEND SYMBOL INDICATOR

NOTE: OMITTED NUMBERS ARE INTENTIONALLY SKIPPED TO REMOVE NOTES NOT APPLICABLE TO THIS PROJECT.

1	GAMES SUPPLIED AND INSTALLED BY VENDOR. G.C. TO COORDINATE INSTALLATION & PROVIDE POWER DROPS PER ELECTRICAL PLANS - COORDINATE WITH FINAL GAME LAYOUT.
2	BILLIARD TABLES BY BILLIARDS VENDOR
3	PING PONG TABLES BY TENANT
5	FURNITURE BY TENANT
6	FURNITURE BY MILLWORK VENDOR
7	WASHER & DRYER PURCHASED AND INSTALLED BY G.C.
8	BOWLING SCORING CONSOLE / PEDESTAL BY BOWLING VENDOR
9	BI-PARTING BLACK CURTAINS TO THE FLOOR AND CURTAIN TRACKS BY G.C. (FIELD VERIFY WIDTHS) REFER TO 3/A-502
11	FURNITURE BY BOWLING VENDOR
12	CUSTOM MASKING UNIT AND FILLER PANELS BY BOWLING VENDOR
13	BOWLING BALL RACKS SUPPLIED BY BOWLING VENDOR
14	COSMIC FIXTURE BY A/V VENDOR, FINAL LOCATION TO BE DETERMINED BY TENANT
15	VIDEO PROJECTOR AND MOUNTING HARDWARE BY VENDOR - G.C. TO PROVIDE AND INSTALL 14 GA. (MIN.) UNISTRUT SUPPORT TO STRUCTURE - REFER TO
16	OVERHEAD SCORING MONITORS (TRIPLE LCD CONFIGURATION) BY BOWLING VENDOR, STRUCTURAL SUPPORT BY G.C. REFER TO DETALS 4/A-502 & 5/A-502
18	REDEMPTION STORE DISPLAY GONDOLA UNIT BY TENANT VENDOR
19	FOOD SERVICE EQUIPMENT, WALK-IN COOLERS AND CONDENSING UNITS BY FOOD SERVICE VENDOR
20	POINT OF SALE EQUIPMENT BY VENDOR, SEE ELEC.
21	WALL OR CEILING MOUNT T.V. AND MOUNTING BRACKET BY A/V VENDOR - REFER TO INTERIOR ELEVATIONS AT 2/A-502. PROVIDE BLOCKING OR STRUCTURAL SUPPORT AS REQUIRED. COORDINATE CONDUIT, DATA AND POWER WITH E.C.
22	PARTY ROOM AUDIO / VIDEO EQUIPMENT BY A/V VENDOR
23	BOWLING SERVER BY BOWLING VENDOR, COORDINATE POWER
24	KARAOKE SERVER BY VENDOR, COORDINATE POWER
25	SECURITY/SURVEILLANCE SYSTEM BY VENDOR
26	A/V EQUIPMENT, RACK BY VENDOR. COORDINATE CONDUIT AND POWER
27	GAME NETWORKING SERVER / SYSTEM LOCATION BY VENDOR
28	SATELLITE OR CABLE SYSTEM EQUIPMENT BY TENANT
29	TELEPHONE BOARD AND PHONE SYSTEM LOCATION
30	STORAGE RACK BY TENANT
31	TIME CLOCK BY TENANT, COORDINATE POWER AND DATA
32	SAFE EQUIPMENT BY TENANT
33	METAL LOCKERS - 12"W x 18"D x 72"H - 5 TIER, (90) LOCKERS TOTAL, REFER TO SPECIFICATIONS
34	UTILITY SHELF WITH MOP RACK
36	MOVEABLE BOWLING PIN SCULPTURE BY TENANT
37	EXHAUST HOOD BY FOOD SERVICE EQUIPMENT VENDOR, SEE MECHANICAL.
38	MILLWORK, COUNTER, AND FINISHES BY MILLWORK VENDOR
39	EMBED/TERMINAL SERVER BY VENDOR, COORDINATE POWER
41	BOWLING TOOLBOX 96" W x 50" H
42	EYE WASH STATION - REFER TO PLUMBING
47	KIOSK, BY TENANT
49	PROJECTOR BY VENDOR
50	DRINKING FOUNTAIN - REFER TO SPECIFICATIONS. REFER TO SHEET A-401 FOR MOUNTING HEIGHT
51	TRASH ENCLOSURE FURNISHED BY VENDOR
52	LANE ASSIST CABINET SUPPLIED BY OWNER
53	SHOE RETURN BIN SUPPLIED BY OWNER
54	LIQUOR CAGE STORAGE

NOTES:
1. GENERAL CONTRACTOR TO COORDINATE REQUIREMENTS AND INSTALLATION WITH ALL VENDOR AND TENANT ITEMS - REFER TO SHEET G-002.

PARADIGM DESIGN
ARCHITECTS | ENGINEERS
Grand Rapids | Phoenix | Traverse City
www.paradigmae.com

PROJECT

ROUND1 CHANDLER FASHION CENTER

TENANT IMPROVEMENT

3177 W. CHANDLER BLVD.
SUITE 04 CHANDLER, AZ 85226

CLIENT

ROUND 1

3070 SATURN ST. STE. 200
BREA, CA 92821

RELEASE DATE

	DATE	DESCRIPTION
R1	05-17-24	FOR PERMITS
	06-26-24	PLAN REVIEW RESPONSE
	07-17-24	FOR BIDS & CONSTRUCTION

PROJECT

2307113GR

SHEET

KEYNOTE PLAN

A-100

7/18/2024 10:32:36 AM

DocuSign Envelope ID: EFA718C9-1A80-4BD4-B663-A1ACFFAB8951

EXHIBIT A

DEPICTION OF CENTER AND ADJACENT CENTER

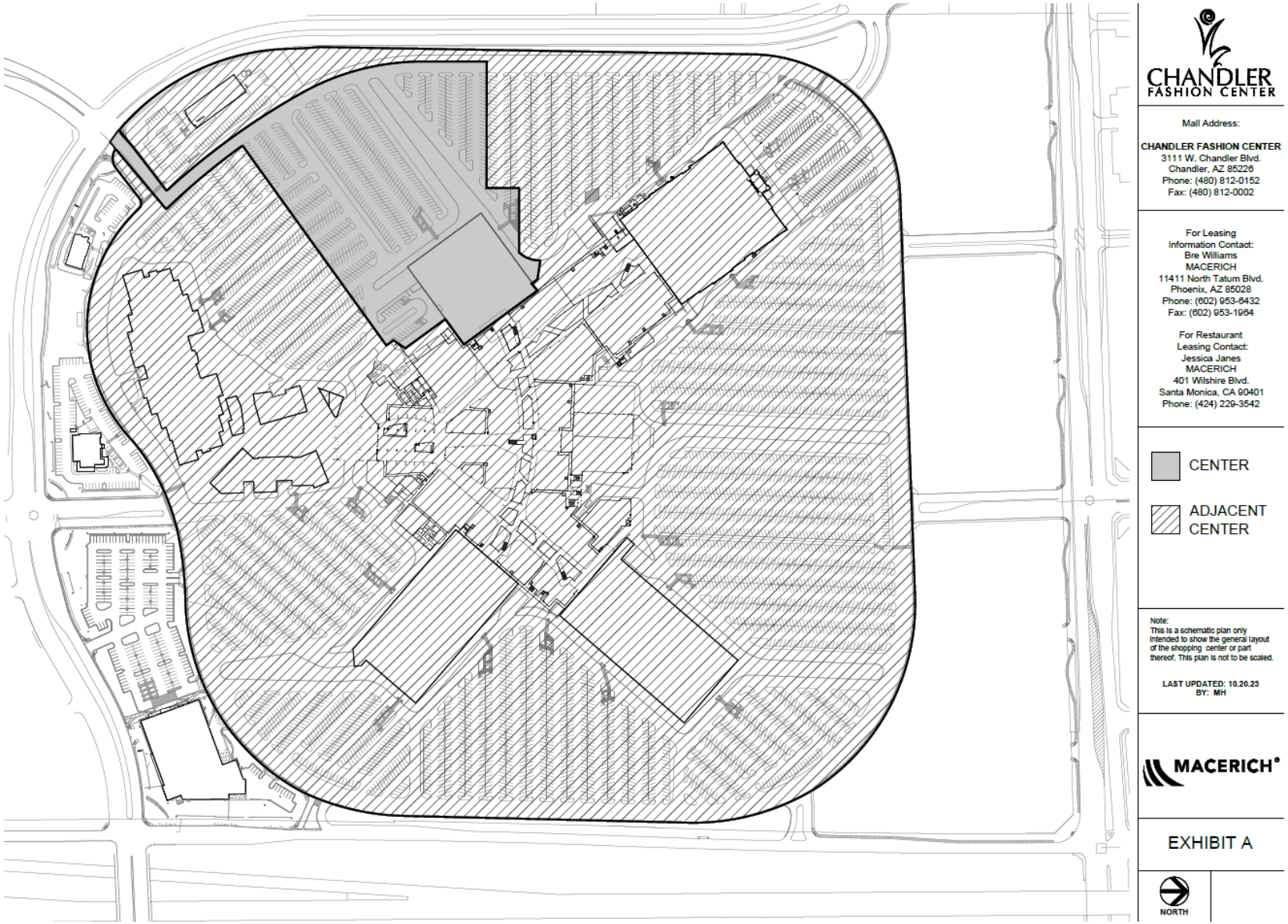


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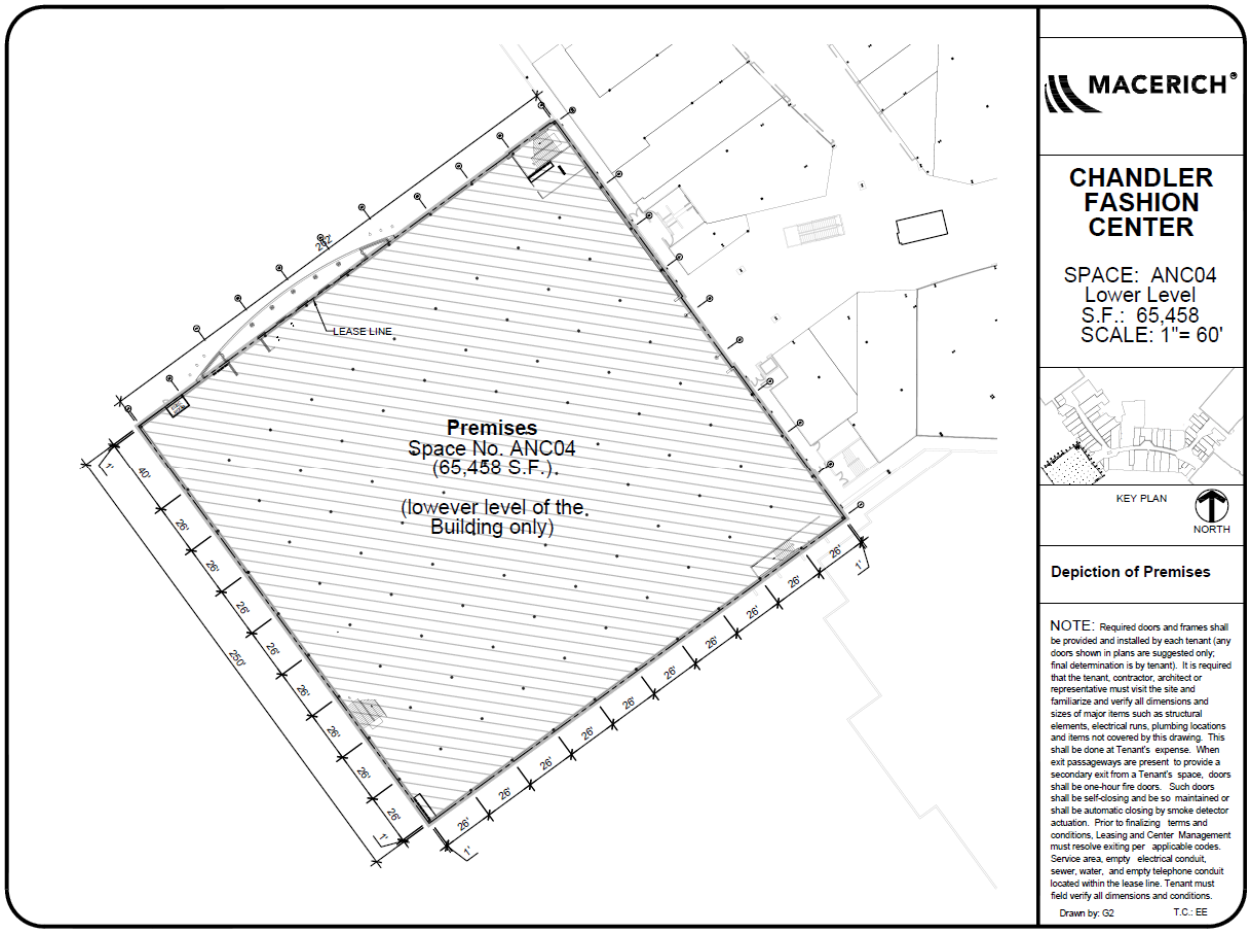
EXHIBIT B

DEPICTION OF PREMISES



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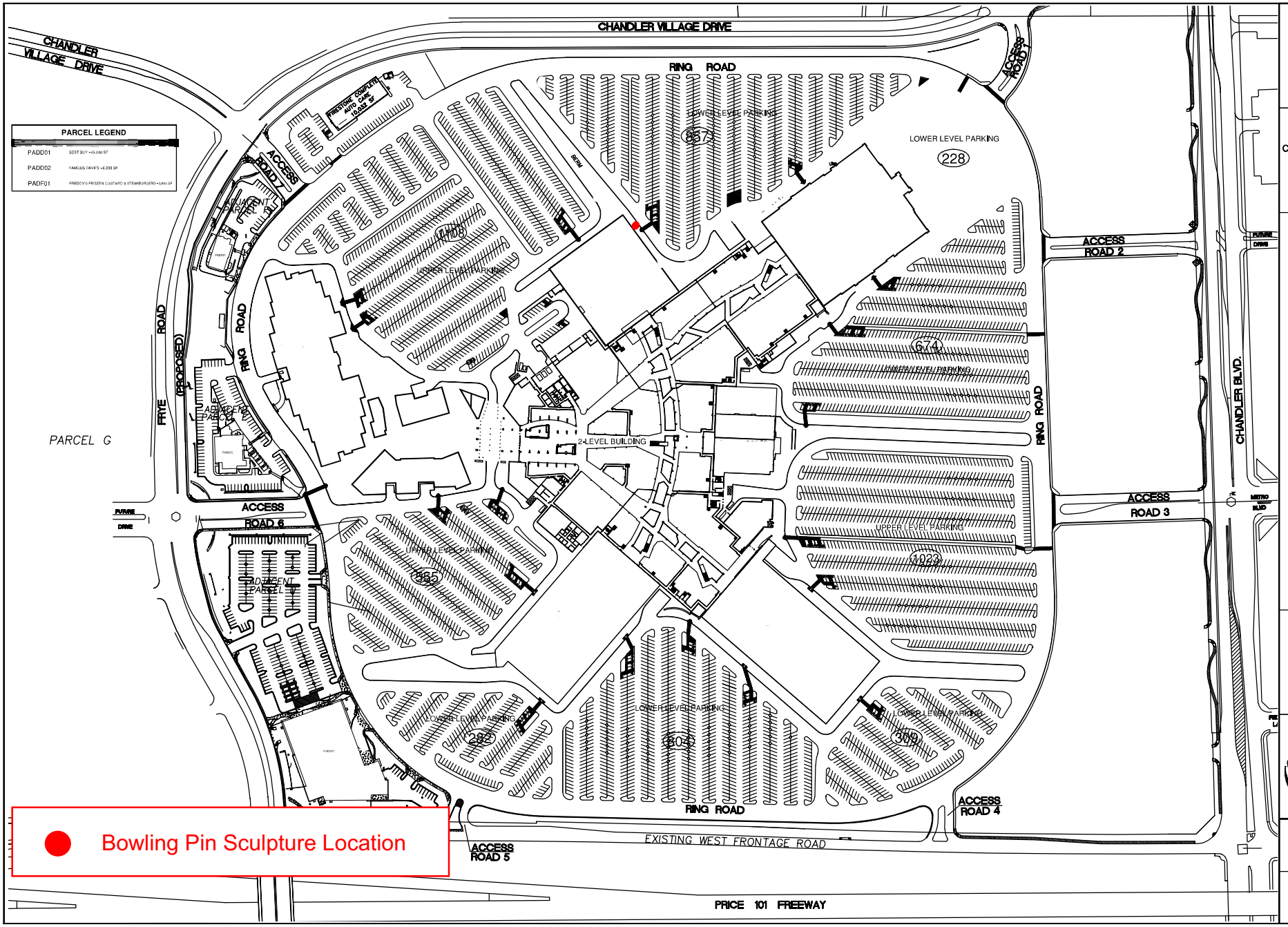

CHANDLER FASHION CENTER

Mall Address:

CHANDLER FASHION CENTER
3111 W. Chandler Blvd.
Chandler, AZ 85226
Phone: (480) 812-0152
Fax: (480) 812-0002

For Leasing Information Contact:
Bre Williams
MACERICH
11411 North Tatum Blvd.
Phoenix, AZ 85028
Phone: (602) 953-6432
Fax: (602) 953-1964

For Restaurant Leasing Contact:
Jessica Janes
MACERICH
401 Wilshire Blvd.
Santa Monica, CA 90401
Phone: (424) 229-3542

Note:
This is a schematic plan only intended to show the general layout of the shopping center or part thereof. This plan is not to be scaled.

Last Updated:
NOV 10, 2022

MACERICH

SITE PLAN

NORTH

City Council Memorandum Facilities and Fleet Memo No. N/A

Date: December 09, 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. FF2-926-4522, with EHS Restoration, LLC, East Valley Disaster Services, Inc., Phoenix Environment Group, LLC and Titan Restoration of AZ, LLC. For Facility Disaster Recovery and Remediation Services

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Proposed Motion:

Move City Council approve Agreement No. FF2-926-4522, Amendment No. 2, with EHS Restoration, LLC; East Valley Disaster Services, Inc.; Phoenix Environmental Group, LLC; and Titan Restoration of AZ, LLC, for city facility disaster recovery and remediation services, in an amount not to exceed $250,000, for the period of one year, beginning December 15, 2024, through December 14, 2025.

Background/Discussion:

This item provides a variety of building and facility disaster recovery and remediation services on an as-needed basis. The scope of work includes, but is not limited to, disaster restoration and recovery, asbestos abatement, and microbial remediation. Services may be planned or in response to an emergency event.

Evaluation:

On December 5, 2022, City Council approved an agreement with EHS Restoration, LLC' East Valley Disaster Services, Inc.; Phoenix Environmental Group, LLC; and Titan Restoration of AZ, LLC, for city facility disaster recovery and remediation services, for a one-year period, with the option of up to four one-year extensions. The contractors have agreed to extend for one additional year at the same terms, conditions, and pricing. Staff recommends extension of

this Agreement for the term beginning December 15, 2024, through December 14, 2025.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3210.6210.6BF628	General Government Capital Projects	Existing City Building Reno/Repairs	$250,000	Y

Attachments

EHS Restoration Amendment
East Valley Disaster Services Amendment
Phoenix Environmental Group Amendment
Titan Restoration of AZ Amendment

Docusign Envelope ID: 7B76E87A-B317-4131-A21F-33D96E562302

City Clerk Document No. _____

City Council Meeting Date: December 12, 2024

AMENDMENT TO CITY OF CHANDLER AGREEMENT
CITY FACILITIES DISASTER RECOVERY AND REMEDIATION
CITY OF CHANDLER AGREEMENT NO. FF2-926-4522

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 EHS Restoration, LLC, an Arizona limited liability Company (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 20___ (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for disaster recovery and remediation services (Agreement); and

WHEREAS, the term of the Agreement was December 15, 2023 through December 14, 2024, with the option of up to four one-year extensions; and

WHEREAS, the term of the Agreement was December 15, 2022 through December 14, 2023, with the option of up to four one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for disaster recovery and remediation services in an amount not to exceed $250,000 for the extension term; and

WHEREAS, the Parties wish to exercise the second option through this Amendment No. 2 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 December 15, 2024 through December 14, 2025.

Docusign Envelope ID: 7B76E87A-B317-4131-A21F-33D96E562302

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

Its: Estimator

APPROVED AS TO FORM:

By: _____
City Attorney JWB

ATTEST:

By: _____
City Clerk

Certificate Of Completion

Envelope Id: 7B76E87A-B317-4131-A21F-33D96E562302
Status: Sent
Subject: Complete with Docusign: 4522 Amendment 2 EHS Legal Signed.pdf
EDMS Application: CC-AGRMTS
Source Envelope:
Document Pages: 2
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 0
Saranna Davidson
AutoNav: Enabled
PO Box 4008
EnvelopeId Stamping: Enabled
Chandler, 85244
Time Zone: (UTC-07:00) Arizona
Saranna.Davidson@chandleraz.gov
IP Address: 198.241.2.1

Record Tracking

Status: Original
11/25/2024 | 09:50 AM
Holder: Saranna Davidson
Saranna.Davidson@chandleraz.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: City of Chandler
Location: DocuSign

Signer Events	Signature	Timestamp
Kajlie Kajlie@ehsrestoration.com Estimator Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 70.166.158.221	Sent: 11/25/2024 | 10:58 AM Resent: 11/26/2024 | 10:56 AM Viewed: 11/27/2024 | 09:42 AM Signed: 11/27/2024 | 09:43 AM
Electronic Record and Signature Disclosure: Accepted: 11/27/2024 | 09:42 AM ID: bda1a57d-1595-4a63-adbe-d5a9e512b5c7		
Records Division Signing Group: Records Division Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Daniel Brown Daniel.Brown@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 7/1/2021 | 08:17 AM ID: 563d172a-e614-4b9b-b2a1-61a0afc8280a		
Kevin Hartke kevin.hartke@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 6/28/2021 | 11:17 AM ID: 2531f230-027c-41f7-9166-1189df6a8c8f		
Dana DeLong Dana.DeLong@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
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Records Management Administrator City of Chandler Signing Group: Records Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Rosenda Contreras Rosenda.Contreras@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/30/2022 | 01:24 PM ID: fd43dfe1-51e8-4292-b795-54e27b662b8e		
Kajlie Kajlie@ehsrestoration.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/27/2024 | 09:42 AM ID: bda1a57d-1595-4a63-adbe-d5a9e512b5c7		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

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Envelope Updated	Security Checked	11/25/2024 | 12:32 PM
Envelope Updated	Security Checked	11/25/2024 | 12:32 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Chandler (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Chandler:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: esignature@chandleraz.gov

To advise City of Chandler of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@chandleraz.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Chandler

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@chandleraz.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Chandler

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to esignature@chandleraz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Chandler as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Chandler during the course of your relationship with City of Chandler.

Docusign Envelope ID: B8B8490D-1999-4D0E-8362-2A2B6821FD70

City Clerk Document No. _____

City Council Meeting Date: December 12, 2024

AMENDMENT TO CITY OF CHANDLER AGREEMENT
CITY FACILITIES DISASTER RECOVERY AND REMEDIATION
CITY OF CHANDLER AGREEMENT NO. FF2-926-4522

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 East Valley Disaster Services, Inc., an Arizona corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 20___ (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for disaster recovery and remediation services (Agreement); and

WHEREAS, the term of the Agreement was December 15, 2023 through December 14, 2024, with the option of up to four one-year extensions; and

WHEREAS, the term of the Agreement was December 15, 2022 through December 14, 2023, with the option of up to four one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for disaster recovery and remediation services in an amount not to exceed $250,000 for the extension term; and

WHEREAS, the Parties wish to exercise the second option through this Amendment No. 2 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 December 15, 2024 through December 14, 2025.

Docusign Envelope ID: B8B8490D-1999-4D0E-8362-2A2B6821FD70

3. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 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: Joshua Gonzales _____

Its: President _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

Certificate Of Completion

Envelope Id: B8B8490D-1999-4D0E-8362-2A2B6821FD70
Status: Sent
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EDMS Application: CC-AGRMTS
Source Envelope:
Document Pages: 2
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 0
Saranna Davidson
AutoNav: Enabled
PO Box 4008
EnvelopeId Stamping: Enabled
Chandler, 85244
Time Zone: (UTC-07:00) Arizona
Saranna.Davidson@chandleraz.gov
IP Address: 198.241.2.1

Record Tracking

Status: Original
11/25/2024 | 11:13 AM
Holder: Saranna Davidson
Saranna.Davidson@chandleraz.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: City of Chandler
Location: DocuSign

Signer Events	Signature	Timestamp
Joshua Gonzales Joshua@evds.co President Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/25/2024 | 02:39 PM ID: 7c79dc0c-28bd-4ebc-b3ab-0dbb244aa06d	 Signature Adoption: Pre-selected Style Using IP Address: 72.208.124.198 Signed using mobile	Sent: 11/25/2024 | 02:05 PM Viewed: 11/25/2024 | 02:39 PM Signed: 11/25/2024 | 02:39 PM
Records Division Signing Group: Records Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Daniel Brown Daniel.Brown@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/1/2021 | 08:17 AM ID: 563d172a-e614-4b9b-b2a1-61a0afc8280a		
Kevin Hartke kevin.hartke@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/28/2021 | 11:17 AM ID: 2531f230-027c-41f7-9166-1189df6a8c8f		
Dana DeLong Dana.DeLong@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**		

Signer Events	Signature	Timestamp
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Records Division		Sent: 11/25/2024 | 02:39 PM
Records Management Administrator City of Chandler Signing Group: Records Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

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Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Rosenda Contreras Rosenda.Contreras@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/30/2022 | 01:24 PM ID: fd43dfe1-51e8-4292-b795-54e27b662b8e		
Vessa Roberts Vessa@evds.co Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/1/2022 | 12:54 PM ID: af6c1086-b563-4603-a8e2-51429f578d2a		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/25/2024 | 11:25 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Chandler (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Chandler:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: esignature@chandleraz.gov

To advise City of Chandler of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@chandleraz.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Chandler

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@chandleraz.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Chandler

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to esignature@chandleraz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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Docusign Envelope ID: D5926E1D-071A-4B2E-9C6F-A9950C10C4D8

City Clerk Document No. _____

City Council Meeting Date: December 12, 2024

AMENDMENT TO CITY OF CHANDLER AGREEMENT
CITY FACILITIES DISASTER RECOVERY AND REMEDIATION
CITY OF CHANDLER AGREEMENT NO. FF2-926-4522

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 Phoenix Environmental Group, LLC, an Arizona corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 20___ (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for disaster recovery and remediation services (Agreement); and

WHEREAS, the term of the Agreement was December 15, 2023 through December 14, 2024, with the option of up to four one-year extensions; and

WHEREAS, the term of the Agreement was December 15, 2022 through December 14, 2023, with the option of up to four one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for disaster recovery and remediation services in an amount not to exceed $250,000 for the extension term; and

WHEREAS, the Parties wish to exercise the second option through this Amendment No. 2 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 December 15, 2024 through December 14, 2025.

Docusign Envelope ID: D5926E1D-071A-4B2E-9C6F-A9950C10C4D8

3. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 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: Chad VanMoorlehem _____

Its: President _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

Certificate Of Completion

Envelope Id: D5926E1D-071A-4B2E-9C6F-A9950C10C4D8
Status: Sent
Subject: Complete with Docusign: 4522 Amendment 2 Phoenix Legal Signed.pdf
EDMS Application: CC-AGRMTS
Source Envelope:
Document Pages: 2
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Arizona

Envelope Originator:
Saranna Davidson
PO Box 4008
Chandler, 85244
Saranna.Davidson@chandleraz.gov
IP Address: 198.241.2.1

Record Tracking

Status: Original
11/25/2024 | 12:38 PM
Holder: Saranna Davidson
Saranna.Davidson@chandleraz.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Chandler
Location: DocuSign

Signer Events	Signature	Timestamp
Chad VanMoorlehem chad@phxenv.com President Security Level: Email, Account Authentication (None)	Chad VanMoorlehem Signature Adoption: Pre-selected Style Using IP Address: 68.2.58.214	Sent: 11/25/2024 | 12:43 PM Viewed: 11/25/2024 | 12:44 PM Signed: 11/25/2024 | 12:45 PM
Electronic Record and Signature Disclosure: Accepted: 11/25/2024 | 12:44 PM ID: dfc284e9-95a2-430c-b271-45bb9083c056		
Records Division Signing Group: Records Division Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Daniel Brown Daniel.Brown@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 7/1/2021 | 08:17 AM ID: 563d172a-e614-4b9b-b2a1-61a0afc8280a		
Kevin Hartke kevin.hartke@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 6/28/2021 | 11:17 AM ID: 2531f230-027c-41f7-9166-1189df6a8c8f		
Dana DeLong Dana.DeLong@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 6/28/2021 | 01:03 PM ID: e796186e-c533-4a41-978c-34d69e29778a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Records Division		Sent: 11/25/2024 | 12:45 PM
Records Management Administrator City of Chandler Signing Group: Records Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Rosenda Contreras Rosenda.Contreras@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/30/2022 | 01:24 PM ID: fd43dfe1-51e8-4292-b795-54e27b662b8e		
Chad VanMoorlehem chad@phxenv.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/25/2024 | 12:44 PM ID: dfc284e9-95a2-430c-b271-45bb9083c056		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/25/2024 | 12:43 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Chandler (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Chandler:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: esignature@chandleraz.gov

To advise City of Chandler of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@chandleraz.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Chandler

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@chandleraz.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Chandler

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to esignature@chandleraz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Docusign Envelope ID: 46F09165-123C-4736-B588-EC2B57D3FF3C

City Clerk Document No. _____

City Council Meeting Date: December 12, 2024

AMENDMENT TO CITY OF CHANDLER AGREEMENT
CITY FACILITIES DISASTER RECOVERY AND REMEDIATION
CITY OF CHANDLER AGREEMENT NO. FF2-926-4522

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 Titan Restoration of AZ, LLC, an Arizona limited liability company (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 20___ (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for disaster recovery and remediation services (Agreement); and

WHEREAS, the term of the Agreement was December 15, 2023 through December 14, 2024, with the option of up to four one-year extensions; and

WHEREAS, the term of the Agreement was December 15, 2022 through December 14, 2023, with the option of up to four one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for disaster recovery and remediation services in an amount not to exceed $250,000 for the extension term; and

WHEREAS, the Parties wish to exercise the second option through this Amendment No. 2 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 December 15, 2024 through December 14, 2025.

Docusign Envelope ID: 46F09165-123C-4736-B588-EC2B57D3FF3C

3. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 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: Kaleb Hurelkeld

Its: Director of Risk Response

APPROVED AS TO FORM:

By: _____
City Attorney

JMB

ATTEST:

By: _____
City Clerk

Certificate Of Completion

Envelope Id: 46F09165-123C-4736-B588-EC2B57D3FF3C
Status: Sent
Subject: Complete with Docusign: 4522 Amendment 2 Titan Legal Signed.pdf
EDMS Application: CC-AGRMTS
Source Envelope:
Document Pages: 2
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 0
Saranna Davidson
AutoNav: Enabled
PO Box 4008
EnvelopeId Stamping: Enabled
Chandler, 85244
Time Zone: (UTC-07:00) Arizona
Saranna.Davidson@chandleraz.gov
IP Address: 198.241.2.1

Record Tracking

Status: Original
11/25/2024 | 12:43 PM
Holder: Saranna Davidson
Saranna.Davidson@chandleraz.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: City of Chandler
Location: DocuSign

Signer Events	Signature	Timestamp
Kaleb Threlkeld kaleb@titan911.com Director of Risk Response Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 98.191.239.138	Sent: 11/25/2024 | 12:53 PM Resent: 12/2/2024 | 08:32 AM Resent: 12/2/2024 | 12:58 PM Viewed: 12/2/2024 | 02:35 PM Signed: 12/2/2024 | 02:35 PM

Electronic Record and Signature Disclosure:
Accepted: 12/2/2024 | 02:35 PM
ID: 361e2747-5b87-4895-8fdf-96b62c81c385

Records Division

Signing Group: Records Division
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Daniel Brown
Daniel.Brown@chandleraz.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 7/1/2021 | 08:17 AM
ID: 563d172a-e614-4b9b-b2a1-61a0afc8280a

Kevin Hartke
kevin.hartke@chandleraz.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 6/28/2021 | 11:17 AM
ID: 2531f230-027c-41f7-9166-1189df6a8c8f

Dana DeLong
Dana.DeLong@chandleraz.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 6/28/2021 | 01:03 PM ID: e796186e-c533-4a41-978c-34d69e29778a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Records Division		Sent: 12/2/2024 | 02:35 PM
Records Management Administrator City of Chandler Signing Group: Records Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Rosenda Contreras Rosenda.Contreras@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/30/2022 | 01:24 PM ID: fd43dfe1-51e8-4292-b795-54e27b662b8e		
Kaleb Threlkeld kaleb@titan911.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/2/2024 | 02:35 PM ID: 361e2747-5b87-4895-8fdf-96b62c81c385		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/25/2024 | 12:53 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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To advise City of Chandler of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@chandleraz.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Chandler

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- Until or unless you notify City of Chandler as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Chandler during the course of your relationship with City of Chandler.

CHANDLER arizona
Community of Innovation

City Council Memorandum Facilities and Fleet Memo No. N/A

Date: December 09, 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. BF4-910-4768 for Electrical Maintenance, Repair, and Installation Services

Proposed Motion:

Move City Council approve Agreement No. BF4-910-4768 with ABM Electrical Power Services, LLC; Arizona Facility Services; B&D Industries, Inc.; Commercial Comm and Electric, Inc.; Henry Bros., Inc., dba DECA Southwest; D.P. Electric, Inc.; Hawkeye Electric, Inc.; and Kearney Electric, Inc., in an amount not to exceed $1,610,000, for the period of one year beginning December 9, 2024, through December 8, 2025, with the option of up to four additional one-year extensions.

Background/Discussion:

This enterprise agreement will provide the services of experienced and qualified licensed electrical contractors with proven expertise in electrical installations, repairs, and preventative maintenance. This service is being awarded to multiple contractors in order to meet the maintenance and repair needs of the City.

Evaluation:

On April 24, 2024, City staff issued Request for Proposal No. BF2-910-4768, for electrical maintenance, repair, and installation services. Notification was sent to all registered vendors. Fourteen (14) proposals were received from the following offerors:

ABM Electrical Power Services, LLC
Andrews Refrigeration

Arizona Facility Services
B&D Industries, Inc.
Bleuwave Electrical
Commercial Comm and Electric, Inc.
Henry Bros., Inc. dba DECA Southwest
D.P. Electric, Inc.
Go To Services, Inc.
Hawkeye Electric, Inc.
Kearney Electric, Inc.
Mac Telcom
TD Industries
Utility Excavating Services

The Evaluation Committee evaluated the proposals and recommends awarding to ABM Electrical Power Services, LLC; Arizona Facility Services; B&D Industries, Inc.; Commercial Comm and Electric, Inc.; Henry Bros., Inc., dba DECA Southwest; D.P. Electric, Inc.; Hawkeye Electric, Inc.; and Kearney Electric, Inc., which submitted the most advantageous offers to the City in accordance with the evaluation criteria.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.4530.5219	General Fund	N/A	$350,000	N
401.3210.6210.6BF628	General Gov't Capital Projects	Existing City Building Reno/Repairs	$800,000	Y
605.3800.5219	Water Operating Fund	N/A	$25,000	N
401.4580.6210.0.6PR049	General Gov't Capital Projects	Existing Nghd Park Imp/Repairs	$50,000	Y
615.3960.5219	Wastewater Operating	N/A	$150,000	N
612.3960.5219	Reclaimed Water Operating Fund	N/A	$50,000	N
605.3860.5419	Water Operating Fund	N/A	$50,000	N

615.3970.5219	Wastewater Operating	N/A	$50,000	N
612.3970.5219	Reclaimed Water Operating Fund	N/A	$50,000	N
615.3900.5219	Wastewater Operating	N/A	$35,000	N

Attachments

DP Electric Agreement
Hawkeye Agreement
Kearney Agreement
Commercial Comm & Electric Agreement
Henry Bros, Inc. dba DECA Southwest Agreement
Abm Elec Power Services Agreement
B&D Industries Agreement
Arizona Facility Services Agreement

Docusign Envelope ID: 4D16C6CF-E92F-4C3A-9E15-2480421AFA60

City Clerk Document No. _____

City Council Meeting Date: December 12, 2024

CITY OF CHANDLER SERVICES AGREEMENT
ELECTRICAL MAINTENANCE, REPAIR, AND INSTALLATION SERVICES
CITY OF CHANDLER AGREEMENT NO. BF4-910-4768

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and D.P. Electric, 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 May 24, 2024, the City issued a solicitation for electrical maintenance, repair and installation services. Under the solicitation, the City proposes to enter into eight related agreements for electrical maintenance, repair and installation services in various amounts for the prices set forth in each electrical maintenance, repair and installation services agreement. Although the amount and type of electrical maintenance, repair and installation services purchased by the City may vary, the total sum for all eight electrical maintenance, repair and installation services agreements must not exceed $1,610,000.

B. City proposes to purchase electrical maintenance, repair and installation services 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:

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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 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 one year, and begins on December 9, 2024 and ends on December 8, 2025 unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. 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 the unit prices and amounts as more fully 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 any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee 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.

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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

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.

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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 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

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

5.6 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:

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For the City		For the Contractor	
Name:	Saranna Davidson	Name:	Joe Clark
Title:	Procurement Officer	Title:	Vice President of Operations
Address:	175 South Arizona Avenue Chandler, AZ 85225	Address:	2210 S. Roosevelt St. Tempe, AZ 85282
Phone:	480 782-2406	Phone:	480 229-3252
Email:	saranna.davidson@chandleraz.gov	Email:	Joe.Clark@dpelectric.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.).

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

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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 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.

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

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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 set forth in this Section constitute a material breach of this Agreement.

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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,

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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.

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

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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

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

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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 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)

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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.

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	FOR THE CONTRACTOR
By: _____	By: Joe Clark _____
Its: _____	Its: VP _____
Mayor	

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

1. INTRODUCTION

1.1. The City of Chandler is seeking the services of experienced and qualified licensed Electrical Contractors with proven expertise in electrical installations and repairs in accordance with the specifications herein. This service shall be provided, on an as-needed, if-needed basis.

1.2. The City of Chandler intends to award to multiple contractors in order to meet the needs of the City and reserves the right to request bids from awarded contractors.

1.3. In general, the scope of work for electrical services may include but not be limited to installation, repairs, upgrades, and routine maintenance to include supervision, labor, equipment, materials, tools, and transportation to complete all work. The scope of work will be divided into two major categories: 1) High Voltage Electrical Services and 2) Low Voltage Electrical Services.

1.4. Offerors are encouraged to submit proposals for single or multiple categories.

1.4.1. **High Voltage Electrical Services:** Defined as electrical services above 1000 Volts. Contractors bidding on this service must have the ability to work on overhead/underground wires, substations, transformers, and related equipment while energized. The following high voltage repairs and services are listed as minimum, but not limited to:

1.4.1.1. **Group 1:** Transformers, Addition and/or removal of oil, perform double test, Turn To Ratio test (TTR), Oil analysis/testing, Hypo testing, Mega-ohm testing, On-site gasket fabrication, Relay and Circuit Breaker testing, Switchgear repair/replacement/testing, Substations, maintenance, and repair.

1.4.1.2. **Group 2:** Underground and overhead cables repair and maintenance, Pole testing, Hardware and ground wire tightening, Pole, and hardware change-out, Transition inspection and repairs (i.e., arrestors, cutouts, fuses, jumpers, and connectors), Down guy/anchor repair and replacement, switching and grounding, Utility notification and coordination as necessary, Manhole entry, cleaning, repair, and manhole (underground) cable work, Distribution panels, repair, inspection, cleaning, and testing.

1.4.1.3. It is understood some of the services listed above cannot be performed by all high voltage service contractors, and therefore shall be subcontracted to a contractor specializing in that field. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

1.4.2. **Low Voltage Electrical Services:** Defined as below 1000 Volts.

1.4.2.1. **Types of Service Work:** Air switches, Wire/cable replacement, transformers,

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switchgear and switchboard assemblies, distribution panels, circuit breakers, grounding systems, panel boards, disconnects, motor control centers, relay cabinets, variable speed drives (VFD), emergency and normal electrical power systems, lighting and lighting control systems, Lighting Retrofits, LED solutions, daylight harvesting, sports and controls systems, and other associated electrical equipment.

2. GENERAL VENDOR QUALIFICATIONS

2.1. Each Contractor assigned to this contract shall have the licenses, tools, equipment, materials, and technical ability to perform such services. Contractor shall provide all labor, supervision, transportation, equipment (including testing and all personal protection equipment), tools, and all effort necessary to make the required electrical systems repairs/retrofits, complete and operational.

2.2. Machinery/equipment that will be considered as additional cost and used directly to the electrical industry for the performance of normal electrical services, such as, but not limited to: Backhoes, Jackhammers, Concrete cutters, Excavators, Chain hoists, Man lifts (scissor lifts, forklifts, boom lifts, bucket trucks, etc.) These items (and other approved equipment), if rented from a rental contractor, will be allowed the rental charge plus an administrative mark-up cost per the contract awarded percentage of cost. If owned, the equipment shall be charged per the bid rate in the pricing section.

2.3. Contractor will be responsible to source all electrical parts/components/fixtures and equipment necessary in the repair or new installation of electrical and distribution systems. Exceptions may be, if in the best interest of the City, to utilize its own electrical commodity contract to source said supplies.

2.4. Replacement parts/fixtures shall be OEM and warranted for two (2) years unless longer warranties are available from manufacturers. All parts and electrical equipment provided by Contractor shall be new, except as otherwise stated on the drawings or specifications. All parts and electrical equipment shall be UL listed when such standards exist for the type of equipment. All electrical equipment and materials shall be furnished by the Contractor and shall be commercial quality and grade and be from a warrantied product line.

2.5. All electrical work shall comply with the requirements of the applicable edition of the National Electric Code and State/Local building codes.

2.6. All lighting and lighting system devices shall be manufactured, tested, and/or approved under the current applicable codes and standards for: ANSI, ASTM, BICSI, CSA, EIA, FCC, ISO, NEC, NEMA, and UL.

2.7. All work performed by the Contractor shall be subject to inspection and approval by the City.

2.8. Specifications for the work to be performed by Contractor and approved by the City shall be adhered to. Contractor may recommend alternate specifications or additional specifications for work; however, any alternate specification shall comply with all applicable rules, regulations, statutes, ordinances, codes, and standards. Contractor shall obtain approval from the City prior

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to using any alternate specifications for any work to be performed under the contract.

2.9. Prior to starting any work, the Contractor shall notify the City of any specification that conflicts with applicable rules, regulations, statutes, ordinances, codes, and standards, and offer an alternate solution that is in compliance with said rules.

2.10. When any aspect of a project is not covered by a specification, building code, or standard, the minimum standard for good and workmanlike construction shall be established usage, procedures and acceptable industry standards.

2.11. No products that contain asbestos fibers shall be used.

2.12. All work shall be accomplished in a manner to match adjacent existing work in the same area or on same elevation where practicable. Contractor will not make adjustments to or alter in any manner City's existing facilities without prior approval from City.

2.13. Upon request from the City, the Contractor shall obtain permits required for a job. The City shall reimburse the Contractor for actual cost of such permits. No amount for overhead and profit will be allowed for permits.

2.14. Prior to final acceptance of project completion, the Contractor shall provide the City a complete set of "as-built" system drawings and copies of operational manuals for all installed products and/or equipment.

2.15. Safety: Contractor shall be responsible for initiating, maintaining, and supervising all safety programs in connection with this work.

2.16. Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to the following:

2.16.1. All employees on the worksite and all other persons who may be affected thereby.

2.16.2. All the work, materials, and equipment to be incorporated therein.

2.16.3. Other properties at the site of, adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

2.16.4. Contractor must keep an acceptable E-Mod Rate determined by the City if requested.

3. REMOVAL AND DISPOSAL

3.1. Contractor shall remove from the worksite and dispose of removed lighting fixtures, ballasts, and lamps as soon as possible in accordance with current applicable federal, state, and local codes.

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3.2. Polychlorinated Byphenosis (PCB): Ballasts containing PCB shall be disposed of per current federal, state, and local codes. City's representative shall be notified immediately of any PCB that has leaked out from the ballast.

3.3. Contaminated Transformer Oils: Contractor shall follow all EPA regulations and ordinances regarding the disposal of contaminated oils from transformers.

4. SOLAR INSTALLATION AND MAINTENANCE

4.1. General requirements include the following:

4.1.1. Contractor shall separate photovoltaic (PV) source circuits and PV output circuits in the same raceway, cable tray, cable outlet box, junction box, or similar fitter as conductors, feeders, or branch circuits of the other non-PV systems. Contractor shall use correct means for identification of conductors, circuits, etc. at all points of termination, connection and splices. Connections to a module panel shall be arranged so that a potential removal does not interrupt a grounded conductor to other PV source circuits. Expansion joints should be utilized as necessary.

4.1.2. Contractor shall provide a detailed commissioning documentation to conclude installation.

5. ENERGY EFFICIENT LIGHTING INSTALLATIONS, PRODUCTS AND SERVICES

5.1. General requirements include the following:

5.1.1. New installations shall include, but not be limited to interior and exterior facility lighting; walkway lighting; parking lot lighting (including poles); street lighting (including poles); gymnasium lighting; indoor pool lighting; emergency lighting; auditorium lighting; stage lighting, traffic signals, airport applications, exterior athletic and sports field lighting and any other lighting applicable.

5.1.2. Energy efficient lighting installations, products, service, and repairs are requested for all lighting systems as listed herein.

5.1.3. Consulting services may include design; lighting and energy assessment; energy audit for lighting, and an evaluation of existing indoor and outdoor lighting systems. Consulting shall provide a solution to an energy saving solution or retrofit to reduce the overall consumption of energy for lighting systems. Contractor shall provide the information necessary for the City to properly assess the level of quality, construction components, compliance with applicable current state statutes, and/or the overall performance of the solution offered.

5.1.4. Contractor shall, upon request, submit manufacturer's product information sheets for the energy efficient lighting system and/or products to the City for approval before work begins. The manufacturer's product information sheet shall include model

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numbers, type, rating, size, style, and manufacturer's name.

5.1.5. Contractor shall provide energy efficient lighting system and materials that comply with current and applicable federal, state, local rebate programs for energy efficient lighting upon City's request.

5.1.6. Federal, state, and/or locally funded projects through grants, utility rebates, etc., shall comply with all requirements under the agreement to meet funding eligibility for the products and services. Contractor shall provide City the necessary documentation, such as lighting specifications, energy audit performed, etc. upon request.

5.1.7. Lamps shall comply as applicable with current Energy Independence and Security Act of 2007 (EISA) and current federal, state, and local codes if superseded. Contractor shall be responsible for monitoring and compliance with future regulations, codes, and laws.

5.1.8. Except for lamps and ballasts, the Contractor and the lighting system manufacturer(s) guarantee the usability of the lighting system installed is appropriate for the site conditions that exist and for the intended uses as identified in the project's scope of work for a minimum five (5) year period. Warranty shall commence on the date of final acceptance by the City's authorized representative. The warranty coverage shall not be limited to amount of usage.

5.1.9. Delamping services may be offered and shall not void any existing lighting fixture manufactures' warranties as applicable.

5.1.10. If requested by City, the contract vendor shall provide comprehensive training on the operation, use and testing of the installed products and/or equipment to personnel selected by the City. Any additional charges for training shall be included in the bid cost form.

5.1.11. The lighting system shall be accepted in writing only after a satisfactory test of the entire installed system, lighting components, and/or energy efficient lighting solutions in the presence of City's authorized representative.

6. RETROFIT/REPAIR OF EXISTING FIXTURES, LAMPS, AND BALLASTS

6.1. General requirements include the following:

6.1.1. Contractor shall offer lines of replacement fluorescent lamps that contain low-level mercury content, LED alternate lighting solutions of the latest design, or other current alternate energy saving fixture and lighting replacements.

6.1.2. Compact fluorescent lamps (CFL) and LEDs shall be available as an alternative for replacement of current lighting. CFL's shall be UL listed and have a minimum rated average life of 10,000 hours. LEDs shall have a minimum 2-year driver and/or cooling fan and lamp warranty.

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6.1.3. Contractor shall provide the City with mounting hardware, and any other components required for energy efficient lighting installations. Contractor shall also provide any manufacturers' requirements and/or recommendations for the installation and/or retrofit applications.

6.1.4. Electronic ballasts shall be physically interchangeable with standard magnetic core and coil ballasts.

7. EMERGENCY AND EXIT LIGHTING

7.1. General requirements include the following:

7.1.1. Emergency and exit lighting installations, retrofits, and/or repairs shall comply with current applicable CFR, NEC, NFPA, and OSHA requirements. Contractor shall notify City's authorized representative when existing lighting does not conform to those requirements and requires upgrades per federal, state, or local codes.

7.1.2. All fluorescent emergency ballasts shall meet or exceed all current NEC and NFPA requirements for emergency operations.

7.1.3. All replacement, repair or retrofit of fixtures, lamps, ballasts or batteries shall meet current applicable federal, state and local codes and CFR, NEC, NFPA, and OSHA requirements for emergency and exit lighting.

8. LIGHTING CONTROLS

8.1. General requirements include the following:

8.1.1. Lighting controls shall include, but not be limited to occupancy, temperature, remote, automatic, dusk-to-dawn, time, astronomical, etc.

8.1.2. Contractor may provide control systems and solutions that allow City to add future expansion and/or functions.

8.1.3. Lighting control systems shall not interfere, disable, disengage, or conflict in any manner with City's current facility security, burglar, fire (alarm, suppression, and control), or any other integrated system. Contractor shall not conjoin into these systems in any manner without written approval from the City and the presence of an authorized representative's technician for these systems during the installation and/or system initiation. Failure to comply with this requirement in any manner may be grounds for immediate cancellation of an awarded contract.

8.1.4. Lighting control systems and solutions shall include City training for operation and addition of future expansion and/or functions as applicable.

9. SCHEDULING REQUIREMENTS

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9.1. The Contractor shall have the ability to create and manage numerous individual accounts for order placement, billing, and reporting purposes.

9.2. The Contractor shall coordinate all repair/installation schedules with the City's point of contact before beginning work. All electrical connections requiring a power outage shall be made during an approved time limit and must be coordinated by the City's point of contact.

9.3. The Contractor shall be prepared with well-maintained equipment inventory/materials and satisfactory transportation for delivery at the work site to meet the customer demand and delivery requirements.

9.4. Services shall be made available to 365 days per year.

9.5. Labor rates bid shall include all direct labor and burden, equipment, small tools, common expendables. Labor rates shall be divided into the following categories:

9.6. Regular Service: work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding holidays.

9.6.1. After Hours: work performed after 6:00 PM and before 6:00 AM the next morning.

9.6.2. Weekends & Holidays: work performed Saturday, Sunday, or during a holiday.

9.6.3. Due to the nature of public sector agencies, response time for a requested service shall be four (4) hours (on-site) after Contractor receives request from the City for REGULAR SERVICE, and four (4) hour response on-site for calls AFTER HOURS. There shall also be a two (2) hour on-site response for any call during REGULAR or AFTER HOURS, if requested as an EMERGENCY.

9.6.4. Deviations and exceptions to the hours listed above must be disclosed in offeror's response if offeror is unable to meet these requirements of the contract. Deviations and exceptions may be cause for an offeror to be considered non-responsive and/or rejection of the bid.

10. ORDERING AND JOB COMPLETION PROCESS

10.1. The following is a listing of the requirements the ensuing contractor(s) must comply with when completing work under this contract:

10.2. **Request for Service:** The City will notify the contractor of the need for electrical services to include but not limited to preventative maintenance, repair, replacement or emergency services. Request for proposal for the provision/installation of a specific scope of work will be issued by the City.

10.2.1. This shall be requested at the sole discretion of the City of Chandler and may be

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requested of multiple Contractors. This shall not be construed by the Contractor to be a guarantee that the work will be awarded to the Contractor.

10.2.2. At the time of the request, the Contractor shall inform the City of Chandler if the Contractor elects to decline the request. The Contractor shall provide a written statement stating the reasons for declining within 3 business days.

10.2.3. At the time of the request, the City of Chandler and the Contractor shall agree on a date and time to conduct a pre-proposal inspection at the site of the project. The pre-proposal inspection shall occur within 10 business days of the request. While the City of Chandler shall attempt to find a mutually agreeable date and time for the pre-proposal inspection, the date and time of the inspection shall be conducted at the convenience of the City of Chandler.

10.2.4. **Correspondences:** Please include work order number on all correspondences if provided by the City.

10.2.5. **Site Visit:** Dependent upon the complexity/nature of the project, a predetermined and/or pre-identified site visit may be held by the City to ensure the contractor(s) are aware of important issues regarding the project site conditions, security procedures, work responsibilities, loading and unloading restrictions, etc. to ensure accurate cost estimates.

10.2.6. **Project Proposals:** After a site review of the project, contractor shall submit the project proposal to the City within the specified time frame. The submitted project proposal is to be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the City that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract number and approved by the City prior to authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment.

10.2.7. **Purchase Order:** Based on the Contractor's proposal, if acceptable in accordance with contract terms and conditions, a purchase order will be issued by the City.

10.2.8. **Delivery and Installation:** Contractor will notify the City when material has been received and provide a proposed project completion date. Installation shall start within seven (5) working days after material is received. Installations will not start without prior approval of the City's authorized representative. Contractor shall assign a supervisor or contact person for each job who has the ability to communicate with City's designated point of contact.

10.2.8.1. Secure all materials and equipment on the site.

10.2.8.2. Perform all electrical projects in full compliance with specific Electrical Project Price Proposal, Preventative Maintenance Proposal, Notice to Proceed, emergency repairs estimate, and all relevant technical and

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applicable manufacturer specifications in a good workmanlike manner.

10.2.8.3. Be fully responsible of the ways, means, methods, techniques, procedures, and for performance and enforcement of safety requirements relating to the project.

10.2.8.4. Comply with the City of Chandler's Hot Work Policy (attached). Designate one person on each crew to perform a daily fire watch. The designated crew City shall watch for fires or smoldering materials. Continue the fire watch for 30 minutes after hot work has been suspended for the day.

10.2.8.5. Comply with all relevant standards and code requirements for erection of structurally adequate site, work, street, or other barricading. Where appropriate and needed, provide lighting, including flashing red or amber lights.

10.2.8.6. Conduct work during the hours indicated on the Notice to Proceed. Work may either be conducted during normal business hours, after hours, weekends, or holidays.

10.2.8.7. Provide a minimum five (5) days' notice to the City and manufacturer prior to commencing any work and notify both parties on a daily basis of any change in work schedule.

10.2.8.8. Direct and coordinate the work of all subcontractors to create general cooperation between trades and facilitate expeditious progress of work.

10.2.8.9. Confine workers, apparatus, the storage of materials, and operations of his workmen to the limits indicated by law, ordinances, permits, or directions of the City representative, and not unreasonably encumber the premises with materials or equipment.

10.2.8.10. Coordinate and schedule in writing after verbal consultation no less than 3 business days in advance with the City of Chandler or Electricians any required utility outage and switch-over. Include in the advance notice (1) the date and time for the switch over to occur, (2) estimated total time of the outage or switch over, (3) identify systems to be impacted by the switch over, (4) identify the contractor performing the work. Any outages or switchovers of utilities that may cause impact to the Facility being repaired shall be required to be done when the building is not occupied. The City representative will have the final approval of date and time of all outages.

10.2.8.11. Prevent access by the public to materials, tools, and equipment.

10.2.8.12. Complete, to the City's full satisfaction, all job site clean-up including building interior, exterior and landscaping where affected by the

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construction. Remove all debris daily from the project site and take to a legal dumping area authorized to receive such materials. At the conclusion of the project, clean the work site of rubbish, litter, and other foreign substances. Sweep paved areas broom clean, remove stains, spills and other foreign deposits.

10.2.8.13. Comply with regulations for safety standards for cleaning. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

10.2.8.14. Coordinate with the City disposition of any extra, left-over material of value remaining after completion of the work that shall become the City's property.

10.2.8.15. Ensure the regular and periodic inspection, review, and approval by the City of Chandler and by the appropriate manufacturer representatives of all phases of work requiring such inspection.

10.2.8.16. Correct, upon the direction of the City of Chandler or manufacturer representative, any work or work-related condition, determined by any of the parties to require correction.

10.2.8.17. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.

10.2.8.18. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

10.2.8.19. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.

10.2.8.20. Inspect products upon delivery to ensure compliance with the Manufacturers' Standards and Requirements, and to ensure that products are undamaged and properly protected.

10.2.8.21. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated.

10.2.8.22. Request in advance from the City of Chandler electrical and water service for use during the project for project-related requirements only. Electric and water costs shall be paid by the City; however, the Contractor shall pay for unanticipated or excessive water usage as determined by the City of Chandler.

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10.2.9. **Completion of Services:** After completion of services, the Contractor will email the City's designated point of contact a photograph copy of completed work along with any required reporting within 24 hours of completing services.

11. INVOICING

11.1. After completion of services, the Contractor shall submit an invoice to the City. All invoicing for Time and Materials shall include:

11.1.1. Purchase Order number.
11.1.2. Work Order number (if supplied by the City)
11.1.3. Terms as per bid
11.1.4. Contract number.
11.1.5. Job site name and location
11.1.6. Description of work performed.
11.1.7. Total labor hours
11.1.8. Labor rate as per bid
11.1.9. Itemized materials
11.1.10. Tax on materials only.
11.1.11. Total

11.2. *Rented equipment charges (submitted with a copy of the invoice from rental firm) shall not add additional sales tax other than what the rental firm has posted.

11.3. All invoicing for Project work shall include:

11.3.1. Purchase order number.
11.3.2. Terms as per bid
11.3.3. Contract number.
11.3.4. Job site name and location
11.3.5. Project description
11.3.6. Project cost
11.3.7. Change order cost (if applicable)
11.3.8. If change orders have been implemented – must be separately line-itemed priced.
11.3.9. Grand total of invoice
11.3.10. Invoicing that does not have all the required information as listed above may be sent back to contractor for corrections, delaying payment to Contractor.

12. PAYMENT AFTER JOB COMPLETION

12.1. Payment shall not be provided until inspection is completed and an approval signature is provided by authorized City representative. In case of non-satisfactory completion of any individual project, the City reserves the right to withhold payment as permissible by law.

12.2. Progress Payments - Contractor may make progress payments under the following conditions:

12.2.1. City and Contractor agree to the terms of the progress payments prior to issuing a

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purchase order.

12.2.2. Purchase order describes the amounts or percentages and the dates or frequency of payments.

12.2.3. Payments are made in full compliance with City's local governing entity rules.

13. DELIVERY

13.1. It shall be the Contractor's responsibility to meet the City's delivery requirements, as called for in the Technical Specifications.

13.2. Emergency or rush deliveries requested by the City that require special shipping and handling charges may be at the City's expense, but only with prior written approval from the City. Emergency or rush shipping charges shall be added to an invoice as a separate line item.

13.3. In the event emergency or rush delivery is required as the result of a Contractor's error, all shipping and handling charges shall be paid by the Contractor.

13.4. The City reserves the right to examine freight cost and route shipments with their own contracted carrier.

13.5. Under no circumstances shall the Contractor increase their profit margin through shipping charges.

14. COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS

14.1. All work must comply with EPA, OSHA, and any local regulations in effect at each service occurrence. Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments. If the Contractor is found to be not in compliance with said Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the Contractor may be placed on suspension until such non-compliant issues are rectified.

14.2. The Offeror must hold a valid license issued by the State of Arizona Registrar of Contractors prior to submission of a proposal and must maintain same throughout the duration of the contract term and any subsequent contract extensions. Failure to maintain said license may be grounds for default of the contract and subsequent termination.

15. IDENTIFICATION OF FINANCIAL RESOURCES

15.1. Offerors will make the City aware of any financial incentives that may be available as a result of the purchase and installation of electrical equipment (i.e.: rebates, funding, credits, buyback programs, etc.)

15.2. Offerors will assist the City to secure financial incentives when available.

16. CITY'S RESPONSIBILITIES

16.1. The City of Chandler will designate one or more Representatives to oversee Contractor work.

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These City Representatives may be present during any electrical projects, to perform certain functions, assisting the Contractor as appropriate, monitoring Contractor performance, consult with and be advised by manufacturer representatives, review, accept, or decline to accept the work performed by the Contractor, and ensure overall contract compliance.

16.2. The City of Chandler designated representative(s) shall:

16.2.1. Serve as the primary City contact(s) for electrical projects and repairs for buildings that are the responsibility of their respective department. (Building & Facilities)

16.2.2. Collaborate with the Contractor to develop electrical project specifications.

16.2.3. Coordinate on-site pre-project proposals and meet with the Contractor at the project location/site on the specified date and time scheduled for commencement of project or repair.

16.2.4. Review, decline, or approve Electrical Project proposals.

16.2.5. Develop and submit Notices to Proceed for all work.

16.2.6. Provide or coordinate Contractor access to work sites, buildings, yards, etc. to facilitate the work, and resolve any unanticipated access issues. Assign as necessary facility access keys as needed for access to the electrical rooms and/or building facilities. Contractors will bear a financial burden, should keys be lost during the construction of a job.

16.2.7. Consult with the Contractor in advance and during the course of all electrical projects to ensure the work progresses and is completed to the full satisfaction of the City.

16.2.8. Consult with manufacturer representatives to verify proper product uses and application.

16.2.9. Conduct routine and periodic inspections at their convenience of the work of the contractor at any time during the project.

16.2.10. Consider any recommendations or suggestions made by the Contractor during the project regarding any aspect of the project that may deviate from the approved project specifications or notice to proceed and approve or decline to approve any such recommendations or suggestions.

16.2.11. Review, approve, or decline to accept work at any phase of the electrical project, and direct the Contractor to correct any deficient processes, products, applications, or other Contractor actions.

16.2.12. Act as liaison with primary building contact to inform occupants of the work, minimize disruption to public services or the work of building occupants, resolve problems, respond to building occupant complaints, inform occupants of actions that may

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disrupt the work of building occupants or interfere with public service (such as electrical shutdown, etc.), and notify occupants of project completion.

16.2.13. Provide other assistance to the Contractor as necessary and appropriate to expedite the project.

17. EMPLOYEE REQUIREMENTS

17.1. The Contractor shall designate a management or supervisory individual to act as Company Representative who shall be responsible for and have authority to act in overseeing and supervising Contractor Technician(s), be available at the request of the City to inspect work, meet and discuss work, resolve performance issues, and to provide technical advice, consultation, or input as requested by the City. The Company Representative shall be available at all times via telephone and shall be able to respond within 48 hours to requests for meetings or consultation, and within 2 hours to emergencies as determined by the FM Contract representative.

17.2. The Contractor shall ensure that all Contractor employees and personnel conduct themselves in a professional manner, and maintain positive, open, respectful and constructive communication with City staff, and the public. The Contractor shall ensure that all employees wear photo identification badges that clearly show the Contractor's company name and the first and last name of the employee. Contractor employees must always wear these identification badges while on a City of Chandler job site.

17.3. Contractor shall provide portable restroom facilities for their workers, to be placed on-site as directed by the City of Chandler if applicable.

17.4. The Contractor shall ensure that all Contractor employees and personnel, while working at City buildings or sites, or otherwise engaged in performing work for the City, are not under the influence of alcohol, drugs or other intoxicants, do not engage in any illegal activities, and are not in possession of weapons.

17.5. The Contractor shall immediately remove at the direction of the City of Chandler, or other City staff, any of employee or worker from current and future assignment to work at City buildings or sites in response to the City representatives' determination that the Contractor employee is incompetent, abusive, disorderly, disrespectful, ineffective, inefficient, in possession of or under the influence of intoxicants or narcotics, or in possession weapons. The City reserves the right to have Contractor employees removed with the assistance of contract security or the appropriate law enforcement agency.

18. OTHER REQUIREMENTS

18.1. The Contractor shall be knowledgeable of, and obtain any and all licenses, permits, certifications or other relevant documents and authorizations required to perform any work under this contract, and provide evidence of such to the City of Chandler upon request.

18.2. The Contractor shall pay any and all taxes, charges and fees that are necessary or required.

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18.3. The Contractor shall provide workmanship that is of the highest professional and industry standard by performing all work in strict accordance with any and all applicable codes, work standards, manufacturer specifications, and any legal, regulatory or industry requirement or standard.

18.4. The Contractor shall conduct work in strict adherence to all applicable professional and legal safety standards and requirements, particularly any Occupational Safety and Health Administration (OSHA) requirements.

19. MONITORING CONTRACTOR PERFORMANCE

19.1. The Contractor shall fully and always cooperate with the City of Chandler contract compliance function to ensure that the City receives all contracted services, and that the Contractor is paid promptly and fully for work performed to the City's satisfaction.

19.2. The City of Chandler may utilize any or all of the following steps when monitoring Contractor performance.

19.2.1. On-Site Monitoring: Conduct visual on-site work performance during all electrical projects, using observation, discussion, and technical consultation.

19.2.2. Inspection of Equipment, Parts, Materials, Supplies: Inspection or testing of any and all equipment, parts, materials, supplies, or services provided by the Contractor to verify contact compliance. Inspections may be done with the assistance of manufacturer representatives.

19.2.3. Testing of Equipment: Conduct Independent testing, or have tested by an outside third party, any equipment, parts, materials, supplies, installations, repairs, services to verify equipment specification and performance.

19.2.4. Independent Inspection or Audit: Notwithstanding any other audit clause in this contract, the City of Chandler may at any time conduct a review, inspection or audit of the Contractor's performance related to any contract requirement, independent of any contract compliance activities conducted by others.

19.2.5. Informal Discussion: The City of Chandler shall attempt to resolve non-critical contract performance issues promptly and informally at the first level through a discussion with on-site Contractor technicians. Matters unresolved will be escalated to the City of Chandler Management.

19.2.6. Reporting Deficient Performance to the Contractor: The City of Chandler Management will contact Contractor, requesting follow-up action to resolve the performance matter. The City of Chandler Management and Contractor may meet to discuss, and resolve noted instances of deficient contract performance. The purpose of this step is to informally but promptly give the Contractor the opportunity to correct deficient performance.

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19.2.7. Unresolved Performance Issues: Performance issues that have not been fully resolved and corrected by the Contractor shall be referred to the City of Chandler Procurement Department for remedy action.

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EXHIBIT B TO AGREEMENT
PRICE PROPOSAL

Section 1 – Hourly Rates

	Journey Level/ Supervisory	Apprentice	Laborer
Regular Hours	$ 85.00/hour	$ 65.00/hour	$ 55.00/hour
After Hours	$125.00/hour	$105.00/hour	$ 95.00/hour
Emergency Response Regular Hours	$125.00/hour	$105.00/hour	$ 95.00/hour
Emergency Response After Hours	$170.00/hour	$150.00/hour	$140.00/hour

Definition of terms:
Journey Level or Supervisory = Certified with 4+ years of experience
Apprentice = Certified with 2+ years of experience
Laborer = Non-certified or helper

Section 2 – Mark Up

Materials	30%
Rented equipment	30%
Other (specify)	%
Other (specify)	%

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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 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

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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 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.

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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

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 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

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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.

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.

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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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Performance and Payment Bonds.

At the time City issues Notice of Contract Award, Contractor must provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Contract Price.

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

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

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

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

Please see Exhibit E and F for Performance and Payment Bond forms.

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EXHIBIT E TO AGREEMENT

PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Bond amount)

KNOW ALL MEN BY THESE PRESENTS: That, _____ (hereinafter called the Principal), as Principal, and _____ a corporation organized and existing under the law of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Chandler, County of Maricopa, State of Arizona, in the amount of _____Dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severely, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, Dated the _____ day of _____, _____, for **Electrical Maintenance, Repair, and Installation, BF2-910-4768**, which Contract 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 said Principal shall faithfully perform and fulfill all the undertakings, covenants terms, conditions, and agreements of said contract during the original term of said Contract and any extensions thereof, with or without notice to the Surety, and during the life of any warranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of conditions of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this ____ day of _____, 2020.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

BY _____

_____
SURETY SEAL

_____

_____
AGENT ADDRESS

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EXHIBIT F TO AGREEMENT

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 Contract 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 the City of Chandler, (hereinafter "Obligee") County of Maricopa, State of Arizona, in the amount of _____ _____ Dollars ($_____), for the payment whereof, the said 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 Contract with the City of Chandler, dated the _____ _____ day of _____ , 20___, for **Electrical Maintenance, Repair, and Installation Services, BF2-910-4768,** which Contract 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 OBLICATION 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 contract, 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 shall 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 shall 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

Docusign Envelope ID: 4D16C6CF-E92F-4C3A-9E15-2480421AFA60

Hot Work Permit Procedure

A hot work permit is required in advance of any work requiring heat or open flame to complete within a city facility. Hot work procedures include welding, torch cutting, grinding, brazing, flame soldering, hot tar projects, portable gas procedures and other work where there is potential for fire.

The Hot work Permit form will be filled out after analysis of hot work area is done. It is then reviewed by the supervisor to ensure the proper precautions have been documented on the Hot Work Permit. The permit is then posted adjacent to the work area and when the job is completed it removed and the supervisor retains the permit for a period of one year.

Jobs will be terminated when they are outside of the constraints and procedures indicated on the Hot Work Permit. The permit will be maintained in effect during the time a fire watch is required.

Other issues that may need to be considered include:

1) Whether or not it is a confined space (see “confined space permit”)
2) Whether shielding (e.g., UV rays, sparks) to protect workers other than the welder is needed.
3) PPE for welder such as proper welding hood, gloves, chaps, etc.
4) How fire alarm and suppression systems will be handled (e.g., minimizing false alarms while maintaining maximum fire protection)

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EXHIBIT G TO AGREEMENT
PERMIT FORM

Date: _____ Location: _____

Nature of Work: _____ Equipment _____

Name: Permit Expires (within 24 hrs.) Time: _____

	Yes	No	N/A
PRECAUTIONS:			
Fire Sprinklers in service	____	____	____
Cutting/welding equipment in good repair	____	____	____
Fire Extinguisher on hand	____	____	____
PRECAUTIONS WITHIN 35' OF WORK:			
Floors free of combustibles	____	____	____
Combustible floors protected	____	____	____
Flammable liquids removed or protected	____	____	____
Explosive atmosphere in area eliminated	____	____	____
All walls and floors opening covered	____	____	____
Fire resistant coverings under work	____	____	____
WORK ON WALLS, CEILINGS OR FLOORS:			
Construction is non-combustible	____	____	____
Combustibles moved away from other side of the wall	____	____	____
WORK ON ENCLOSED EQUIPMENT:			
Enclosed equipment cleared of all combustibles	____	____	____
Containers purged of flammable/combustible liquids and gases	____	____	____
FIRE WATCH:			
Fire watch will be maintained during and for at least 30 minutes after completion	____	____	____
Fire watcher is trained in use of this equipment and in sounding alarm	____	____	____
Fire watcher is supplied with appropriate fire extinguisher	____	____	____
Fire watcher checks affected, adjacent rooms	____	____	____

***Applicable items must be answered "yes" (or N/A) before permit is approved.**

External Contractor: Project/Number: _____
Project Coordinator: _____
Contractor Company Name: _____
Contractor Employee Rep.: _____

Approval

Supervisor: _____

Signature: _____

Contact Number: _____

Permit must be posted at jobsite.

Certificate Of Completion

Envelope Id: 4D16C6CF-E92F-4C3A-9E15-2480421AFA60
Status: Sent
Subject: Complete with Docusign: 4768 Agreement - DP Electric Edit1.pdf, 4678 Agreement - DP Electric Le...
EDMS Application: CC-AGRMTS
Source Envelope:
Document Pages: 43
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Arizona

Envelope Originator:
Saranna Davidson
PO Box 4008
Chandler, 85244
Saranna.Davidson@chandleraz.gov
IP Address: 198.241.2.1

Record Tracking

Status: Original
12/2/2024 | 09:56 AM
Holder: Saranna Davidson
Saranna.Davidson@chandleraz.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Chandler
Location: DocuSign

Signer Events	Signature	Timestamp
Joe Clark Joe.Clark@dpelectric.com VP Security Level: Email, Account Authentication (None)	Joe Clark Signature Adoption: Pre-selected Style Using IP Address: 63.234.195.114	Sent: 12/2/2024 | 12:30 PM Viewed: 12/2/2024 | 12:32 PM Signed: 12/2/2024 | 12:32 PM
Electronic Record and Signature Disclosure: Accepted: 12/2/2024 | 12:32 PM ID: 311e5849-2f83-4318-8e45-48aed1378593		
Records Division Signing Group: Records Division Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Daniel Brown Daniel.Brown@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 7/1/2021 | 08:17 AM ID: 563d172a-e614-4b9b-b2a1-61a0afc8280a		
Kevin Hartke kevin.hartke@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 6/28/2021 | 11:17 AM ID: 2531f230-027c-41f7-9166-1189df6a8c8f		
Dana DeLong Dana.DeLong@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 6/28/2021 | 01:03 PM ID: e796186e-c533-4a41-978c-34d69e29778a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Records Division		Sent: 12/2/2024 | 12:32 PM
Records Management Administrator City of Chandler Signing Group: Records Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Rosenda Contreras Rosenda.Contreras@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/30/2022 | 01:24 PM ID: fd43dfe1-51e8-4292-b795-54e27b662b8e		
Joe Clark Joe.Clark@dpelectric.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/2/2024 | 12:32 PM ID: 311e5849-2f83-4318-8e45-48aed1378593		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/2/2024 | 12:30 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Chandler (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Chandler:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: esignature@chandleraz.gov

To advise City of Chandler of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@chandleraz.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Chandler

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@chandleraz.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Chandler

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to esignature@chandleraz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Chandler as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Chandler during the course of your relationship with City of Chandler.

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City Clerk Document No. _____

City Council Meeting Date: December 12, 2024

CITY OF CHANDLER SERVICES AGREEMENT
ELECTRICAL MAINTENANCE, REPAIR, AND INSTALLATION SERVICES
CITY OF CHANDLER AGREEMENT NO. BF4-910-4768

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Hawkeye Electric 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 May 24, 2024, the City issued a solicitation for electrical maintenance, repair and installation services. Under the solicitation, the City proposes to enter into eight related agreements for electrical maintenance, repair and installation services in various amounts for the prices set forth in each electrical maintenance, repair and installation services agreement. Although the amount and type of electrical maintenance, repair and installation services purchased by the City may vary, the total sum for all eight electrical maintenance, repair and installation services agreements must not exceed $1,610,000.

B. City proposes to purchase electrical maintenance, repair and installation services 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:

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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 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 one year, and begins on December 9, 2024 and ends on December 8, 2025 unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. 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 the unit prices and amounts as more fully 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 any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee 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.

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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

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.

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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 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

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

5.6 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:

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For the City		For the Contractor	
Name:	Saranna Davidson	Name:	Pete Trowbridge
Title:	Procurement Officer	Title:	President
Address:	175 South Arizona Avenue Chandler, AZ 85225	Address:	10 S. Roosevelt Avenue Chandler, AZ 85226
Phone:	480 782-2406	Phone:	480 374-4120
Email:	saranna.davidson@chandleraz.gov	Email:	pete@hawkeyeelectric.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.).

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

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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 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.

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

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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 set forth in this Section constitute a material breach of this Agreement.

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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,

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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.

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

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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

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

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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 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)

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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.

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

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

FOR THE CONTRACTOR

By: Peter Trowbridge _____

Its: President _____

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

1. INTRODUCTION

1.1. The City of Chandler is seeking the services of experienced and qualified licensed Electrical Contractors with proven expertise in electrical installations and repairs in accordance with the specifications herein. This service shall be provided, on an as-needed, if-needed basis.

1.2. The City of Chandler intends to award to multiple contractors in order to meet the needs of the City and reserves the right to request bids from awarded contractors.

1.3. In general, the scope of work for electrical services may include but not be limited to installation, repairs, upgrades, and routine maintenance to include supervision, labor, equipment, materials, tools, and transportation to complete all work. The scope of work will be divided into two major categories: 1) High Voltage Electrical Services and 2) Low Voltage Electrical Services.

1.4. Offerors are encouraged to submit proposals for single or multiple categories.

1.4.1. **High Voltage Electrical Services:** Defined as electrical services above 1000 Volts. Contractors bidding on this service must have the ability to work on overhead/underground wires, substations, transformers, and related equipment while energized. The following high voltage repairs and services are listed as minimum, but not limited to:

1.4.1.1. **Group 1:** Transformers, Addition and/or removal of oil, perform double test, Turn To Ratio test (TTR), Oil analysis/testing, Hypo testing, Mega-ohm testing, On-site gasket fabrication, Relay and Circuit Breaker testing, Switchgear repair/replacement/testing, Substations, maintenance, and repair.

1.4.1.2. **Group 2:** Underground and overhead cables repair and maintenance, Pole testing, Hardware and ground wire tightening, Pole, and hardware change-out, Transition inspection and repairs (i.e., arrestors, cutouts, fuses, jumpers, and connectors), Down guy/anchor repair and replacement, switching and grounding, Utility notification and coordination as necessary, Manhole entry, cleaning, repair, and manhole (underground) cable work, Distribution panels, repair, inspection, cleaning, and testing.

1.4.1.3. It is understood some of the services listed above cannot be performed by all high voltage service contractors, and therefore shall be subcontracted to a contractor specializing in that field. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

1.4.2. **Low Voltage Electrical Services:** Defined as below 1000 Volts.

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1.4.2.1. **Types of Service Work:** Air switches, Wire/cable replacement, transformers, switchgear and switchboard assemblies, distribution panels, circuit breakers, grounding systems, panel boards, disconnects, motor control centers, relay cabinets, variable speed drives (VFD), emergency and normal electrical power systems, lighting and lighting control systems, Lighting Retrofits, LED solutions, daylight harvesting, sports and controls systems, and other associated electrical equipment.

2. GENERAL VENDOR QUALIFICATIONS

2.1. Each Contractor assigned to this contract shall have the licenses, tools, equipment, materials, and technical ability to perform such services. Contractor shall provide all labor, supervision, transportation, equipment (including testing and all personal protection equipment), tools, and all effort necessary to make the required electrical systems repairs/retrofits, complete and operational.

2.2. Machinery/equipment that will be considered as additional cost and used directly to the electrical industry for the performance of normal electrical services, such as, but not limited to: Backhoes, Jackhammers, Concrete cutters, Excavators, Chain hoists, Man lifts (scissor lifts, forklifts, boom lifts, bucket trucks, etc.) These items (and other approved equipment), if rented from a rental contractor, will be allowed the rental charge plus an administrative mark-up cost per the contract awarded percentage of cost. If owned, the equipment shall be charged per the bid rate in the pricing section.

2.3. Contractor will be responsible to source all electrical parts/components/fixtures and equipment necessary in the repair or new installation of electrical and distribution systems. Exceptions may be, if in the best interest of the City, to utilize its own electrical commodity contract to source said supplies.

2.4. Replacement parts/fixtures shall be OEM and warranted for two (2) years unless longer warranties are available from manufacturers. All parts and electrical equipment provided by Contractor shall be new, except as otherwise stated on the drawings or specifications. All parts and electrical equipment shall be UL listed when such standards exist for the type of equipment. All electrical equipment and materials shall be furnished by the Contractor and shall be commercial quality and grade and be from a warrantied product line.

2.5. All electrical work shall comply with the requirements of the applicable edition of the National Electric Code and State/Local building codes.

2.6. All lighting and lighting system devices shall be manufactured, tested, and/or approved under the current applicable codes and standards for: ANSI, ASTM, BICSI, CSA, EIA, FCC, ISO, NEC, NEMA, and UL.

2.7. All work performed by the Contractor shall be subject to inspection and approval by the City.

2.8. Specifications for the work to be performed by Contractor and approved by the City shall be adhered to. Contractor may recommend alternate specifications or additional specifications for

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work; however, any alternate specification shall comply with all applicable rules, regulations, statutes, ordinances, codes, and standards. Contractor shall obtain approval from the City prior to using any alternate specifications for any work to be performed under the contract.

2.9. Prior to starting any work, the Contractor shall notify the City of any specification that conflicts with applicable rules, regulations, statutes, ordinances, codes, and standards, and offer an alternate solution that is in compliance with said rules.

2.10. When any aspect of a project is not covered by a specification, building code, or standard, the minimum standard for good and workmanlike construction shall be established usage, procedures and acceptable industry standards.

2.11. No products that contain asbestos fibers shall be used.

2.12. All work shall be accomplished in a manner to match adjacent existing work in the same area or on same elevation where practicable. Contractor will not make adjustments to or alter in any manner City's existing facilities without prior approval from City.

2.13. Upon request from the City, the Contractor shall obtain permits required for a job. The City shall reimburse the Contractor for actual cost of such permits. No amount for overhead and profit will be allowed for permits.

2.14. Prior to final acceptance of project completion, the Contractor shall provide the City a complete set of "as-built" system drawings and copies of operational manuals for all installed products and/or equipment.

2.15. Safety: Contractor shall be responsible for initiating, maintaining, and supervising all safety programs in connection with this work.

2.16. Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to the following:

2.16.1. All employees on the worksite and all other persons who may be affected thereby.

2.16.2. All the work, materials, and equipment to be incorporated therein.

2.16.3. Other properties at the site of, adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

2.16.4. Contractor must keep an acceptable E-Mod Rate determined by the City if requested.

3. REMOVAL AND DISPOSAL

3.1. Contractor shall remove from the worksite and dispose of removed lighting fixtures, ballasts, and lamps as soon as possible in accordance with current applicable federal, state, and local codes.

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3.2. Polychlorinated Byphenosis (PCB): Ballasts containing PCB shall be disposed of per current federal, state, and local codes. City's representative shall be notified immediately of any PCB that has leaked out from the ballast.

3.3. Contaminated Transformer Oils: Contractor shall follow all EPA regulations and ordinances regarding the disposal of contaminated oils from transformers.

4. SOLAR INSTALLATION AND MAINTENANCE

4.1. General requirements include the following:

4.1.1. Contractor shall separate photovoltaic (PV) source circuits and PV output circuits in the same raceway, cable tray, cable outlet box, junction box, or similar fitter as conductors, feeders, or branch circuits of the other non-PV systems. Contractor shall use correct means for identification of conductors, circuits, etc. at all points of termination, connection and splices. Connections to a module panel shall be arranged so that a potential removal does not interrupt a grounded conductor to other PV source circuits. Expansion joints should be utilized as necessary.

4.1.2. Contractor shall provide a detailed commissioning documentation to conclude installation.

5. ENERGY EFFICIENT LIGHTING INSTALLATIONS, PRODUCTS AND SERVICES

5.1. General requirements include the following:

5.1.1. New installations shall include, but not be limited to interior and exterior facility lighting; walkway lighting; parking lot lighting (including poles); street lighting (including poles); gymnasium lighting; indoor pool lighting; emergency lighting; auditorium lighting; stage lighting, traffic signals, airport applications, exterior athletic and sports field lighting and any other lighting applicable.

5.1.2. Energy efficient lighting installations, products, service, and repairs are requested for all lighting systems as listed herein.

5.1.3. Consulting services may include design; lighting and energy assessment; energy audit for lighting, and an evaluation of existing indoor and outdoor lighting systems. Consulting shall provide a solution to an energy saving solution or retrofit to reduce the overall consumption of energy for lighting systems. Contractor shall provide the information necessary for the City to properly assess the level of quality, construction components, compliance with applicable current state statutes, and/or the overall performance of the solution offered.

5.1.4. Contractor shall, upon request, submit manufacturer's product information sheets for the energy efficient lighting system and/or products to the City for approval before work begins. The manufacturer's product information sheet shall include model

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numbers, type, rating, size, style, and manufacturer's name.

5.1.5. Contractor shall provide energy efficient lighting system and materials that comply with current and applicable federal, state, local rebate programs for energy efficient lighting upon City's request.

5.1.6. Federal, state, and/or locally funded projects through grants, utility rebates, etc., shall comply with all requirements under the agreement to meet funding eligibility for the products and services. Contractor shall provide City the necessary documentation, such as lighting specifications, energy audit performed, etc. upon request.

5.1.7. Lamps shall comply as applicable with current Energy Independence and Security Act of 2007 (EISA) and current federal, state, and local codes if superseded. Contractor shall be responsible for monitoring and compliance with future regulations, codes, and laws.

5.1.8. Except for lamps and ballasts, the Contractor and the lighting system manufacturer(s) guarantee the usability of the lighting system installed is appropriate for the site conditions that exist and for the intended uses as identified in the project's scope of work for a minimum five (5) year period. Warranty shall commence on the date of final acceptance by the City's authorized representative. The warranty coverage shall not be limited to amount of usage.

5.1.9. Delamping services may be offered and shall not void any existing lighting fixture manufactures' warranties as applicable.

5.1.10. If requested by City, the contract vendor shall provide comprehensive training on the operation, use and testing of the installed products and/or equipment to personnel selected by the City. Any additional charges for training shall be included in the bid cost form.

5.1.11. The lighting system shall be accepted in writing only after a satisfactory test of the entire installed system, lighting components, and/or energy efficient lighting solutions in the presence of City's authorized representative.

6. RETROFIT/REPAIR OF EXISTING FIXTURES, LAMPS, AND BALLASTS

6.1. General requirements include the following:

6.1.1. Contractor shall offer lines of replacement fluorescent lamps that contain low-level mercury content, LED alternate lighting solutions of the latest design, or other current alternate energy saving fixture and lighting replacements.

6.1.2. Compact fluorescent lamps (CFL) and LEDs shall be available as an alternative for replacement of current lighting. CFL's shall be UL listed and have a minimum rated average life of 10,000 hours. LEDs shall have a minimum 2-year driver and/or cooling fan and lamp warranty.

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6.1.3. Contractor shall provide the City with mounting hardware, and any other components required for energy efficient lighting installations. Contractor shall also provide any manufacturers' requirements and/or recommendations for the installation and/or retrofit applications.

6.1.4. Electronic ballasts shall be physically interchangeable with standard magnetic core and coil ballasts.

7. EMERGENCY AND EXIT LIGHTING

7.1. General requirements include the following:

7.1.1. Emergency and exit lighting installations, retrofits, and/or repairs shall comply with current applicable CFR, NEC, NFPA, and OSHA requirements. Contractor shall notify City's authorized representative when existing lighting does not conform to those requirements and requires upgrades per federal, state, or local codes.

7.1.2. All fluorescent emergency ballasts shall meet or exceed all current NEC and NFPA requirements for emergency operations.

7.1.3. All replacement, repair or retrofit of fixtures, lamps, ballasts or batteries shall meet current applicable federal, state and local codes and CFR, NEC, NFPA, and OSHA requirements for emergency and exit lighting.

8. LIGHTING CONTROLS

8.1. General requirements include the following:

8.1.1. Lighting controls shall include, but not be limited to occupancy, temperature, remote, automatic, dusk-to-dawn, time, astronomical, etc.

8.1.2. Contractor may provide control systems and solutions that allow City to add future expansion and/or functions.

8.1.3. Lighting control systems shall not interfere, disable, disengage, or conflict in any manner with City's current facility security, burglar, fire (alarm, suppression, and control), or any other integrated system. Contractor shall not conjoin into these systems in any manner without written approval from the City and the presence of an authorized representative's technician for these systems during the installation and/or system initiation. Failure to comply with this requirement in any manner may be grounds for immediate cancellation of an awarded contract.

8.1.4. Lighting control systems and solutions shall include City training for operation and addition of future expansion and/or functions as applicable.

9. SCHEDULING REQUIREMENTS

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9.1. The Contractor shall have the ability to create and manage numerous individual accounts for order placement, billing, and reporting purposes.

9.2. The Contractor shall coordinate all repair/installation schedules with the City's point of contact before beginning work. All electrical connections requiring a power outage shall be made during an approved time limit and must be coordinated by the City's point of contact.

9.3. The Contractor shall be prepared with well-maintained equipment inventory/materials and satisfactory transportation for delivery at the work site to meet the customer demand and delivery requirements.

9.4. Services shall be made available to 365 days per year.

9.5. Labor rates bid shall include all direct labor and burden, equipment, small tools, common expendables. Labor rates shall be divided into the following categories:

9.6. Regular Service: work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding holidays.

9.6.1. After Hours: work performed after 6:00 PM and before 6:00 AM the next morning.

9.6.2. Weekends & Holidays: work performed Saturday, Sunday, or during a holiday.

9.6.3. Due to the nature of public sector agencies, response time for a requested service shall be four (4) hours (on-site) after Contractor receives request from the City for REGULAR SERVICE, and four (4) hour response on-site for calls AFTER HOURS. There shall also be a two (2) hour on-site response for any call during REGULAR or AFTER HOURS, if requested as an EMERGENCY.

9.6.4. Deviations and exceptions to the hours listed above must be disclosed in offeror's response if offeror is unable to meet these requirements of the contract. Deviations and exceptions may be cause for an offeror to be considered non-responsive and/or rejection of the bid.

10. ORDERING AND JOB COMPLETION PROCESS

10.1. The following is a listing of the requirements the ensuing contractor(s) must comply with when completing work under this contract:

10.2. **Request for Service:** The City will notify the contractor of the need for electrical services to include but not limited to preventative maintenance, repair, replacement or emergency services. Request for proposal for the provision/installation of a specific scope of work will be issued by the City.

10.2.1. This shall be requested at the sole discretion of the City of Chandler and may be requested of multiple Contractors. This shall not be construed by the Contractor to

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be a guarantee that the work will be awarded to the Contractor.

10.2.2. At the time of the request, the Contractor shall inform the City of Chandler if the Contractor elects to decline the request. The Contractor shall provide a written statement stating the reasons for declining within 3 business days.

10.2.3. At the time of the request, the City of Chandler and the Contractor shall agree on a date and time to conduct a pre-proposal inspection at the site of the project. The pre-proposal inspection shall occur within 10 business days of the request. While the City of Chandler shall attempt to find a mutually agreeable date and time for the pre-proposal inspection, the date and time of the inspection shall be conducted at the convenience of the City of Chandler.

10.2.4. **Correspondences:** Please include work order number on all correspondences if provided by the City.

10.2.5. **Site Visit:** Dependent upon the complexity/nature of the project, a predetermined and/or pre-identified site visit may be held by the City to ensure the contractor(s) are aware of important issues regarding the project site conditions, security procedures, work responsibilities, loading and unloading restrictions, etc. to ensure accurate cost estimates.

10.2.6. **Project Proposals:** After a site review of the project, contractor shall submit the project proposal to the City within the specified time frame. The submitted project proposal is to be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the City that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract number and approved by the City prior to authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment.

10.2.7. **Purchase Order:** Based on the Contractor's proposal, if acceptable in accordance with contract terms and conditions, a purchase order will be issued by the City.

10.2.8. **Delivery and Installation:** Contractor will notify the City when material has been received and provide a proposed project completion date. Installation shall start within seven (5) working days after material is received. Installations will not start without prior approval of the City's authorized representative. Contractor shall assign a supervisor or contact person for each job who has the ability to communicate with City's designated point of contact.

10.2.8.1. Secure all materials and equipment on the site.

10.2.8.2. Perform all electrical projects in full compliance with specific Electrical Project Price Proposal, Preventative Maintenance Proposal, Notice to Proceed, emergency repairs estimate, and all relevant technical and

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applicable manufacturer specifications in a good workmanlike manner.

10.2.8.3. Be fully responsible of the ways, means, methods, techniques, procedures, and for performance and enforcement of safety requirements relating to the project.

10.2.8.4. Comply with the City of Chandler's Hot Work Policy (attached). Designate one person on each crew to perform a daily fire watch. The designated crew City shall watch for fires or smoldering materials. Continue the fire watch for 30 minutes after hot work has been suspended for the day.

10.2.8.5. Comply with all relevant standards and code requirements for erection of structurally adequate site, work, street, or other barricading. Where appropriate and needed, provide lighting, including flashing red or amber lights.

10.2.8.6. Conduct work during the hours indicated on the Notice to Proceed. Work may either be conducted during normal business hours, after hours, weekends, or holidays.

10.2.8.7. Provide a minimum five (5) days' notice to the City and manufacturer prior to commencing any work and notify both parties on a daily basis of any change in work schedule.

10.2.8.8. Direct and coordinate the work of all subcontractors to create general cooperation between trades and facilitate expeditious progress of work.

10.2.8.9. Confine workers, apparatus, the storage of materials, and operations of his workmen to the limits indicated by law, ordinances, permits, or directions of the City representative, and not unreasonably encumber the premises with materials or equipment.

10.2.8.10. Coordinate and schedule in writing after verbal consultation no less than 3 business days in advance with the City of Chandler or Electricians any required utility outage and switch-over. Include in the advance notice (1) the date and time for the switch over to occur, (2) estimated total time of the outage or switch over, (3) identify systems to be impacted by the switch over, (4) identify the contractor performing the work. Any outages or switchovers of utilities that may cause impact to the Facility being repaired shall be required to be done when the building is not occupied. The City representative will have the final approval of date and time of all outages.

10.2.8.11. Prevent access by the public to materials, tools, and equipment.

10.2.8.12. Complete, to the City's full satisfaction, all job site clean-up including building interior, exterior and landscaping where affected by the

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construction. Remove all debris daily from the project site and take to a legal dumping area authorized to receive such materials. At the conclusion of the project, clean the work site of rubbish, litter, and other foreign substances. Sweep paved areas broom clean, remove stains, spills and other foreign deposits.

10.2.8.13. Comply with regulations for safety standards for cleaning. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

10.2.8.14. Coordinate with the City disposition of any extra, left-over material of value remaining after completion of the work that shall become the City's property.

10.2.8.15. Ensure the regular and periodic inspection, review, and approval by the City of Chandler and by the appropriate manufacturer representatives of all phases of work requiring such inspection.

10.2.8.16. Correct, upon the direction of the City of Chandler or manufacturer representative, any work or work-related condition, determined by any of the parties to require correction.

10.2.8.17. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.

10.2.8.18. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

10.2.8.19. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.

10.2.8.20. Inspect products upon delivery to ensure compliance with the Manufacturers' Standards and Requirements, and to ensure that products are undamaged and properly protected.

10.2.8.21. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated.

10.2.8.22. Request in advance from the City of Chandler electrical and water service for use during the project for project-related requirements only. Electric and water costs shall be paid by the City; however, the Contractor shall pay for unanticipated or excessive water usage as determined by the City of Chandler.

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10.2.9. **Completion of Services:** After completion of services, the Contractor will email the City's designated point of contact a photograph copy of completed work along with any required reporting within 24 hours of completing services.

11. INVOICING

11.1. After completion of services, the Contractor shall submit an invoice to the City. All invoicing for Time and Materials shall include:

11.1.1. Purchase Order number.
11.1.2. Work Order number (if supplied by the City)
11.1.3. Terms as per bid
11.1.4. Contract number.
11.1.5. Job site name and location
11.1.6. Description of work performed.
11.1.7. Total labor hours
11.1.8. Labor rate as per bid
11.1.9. Itemized materials
11.1.10. Tax on materials only.
11.1.11. Total

11.2. *Rented equipment charges (submitted with a copy of the invoice from rental firm) shall not add additional sales tax other than what the rental firm has posted.

11.3. All invoicing for Project work shall include:

11.3.1. Purchase order number.
11.3.2. Terms as per bid
11.3.3. Contract number.
11.3.4. Job site name and location
11.3.5. Project description
11.3.6. Project cost
11.3.7. Change order cost (if applicable)
11.3.8. If change orders have been implemented – must be separately line-itemed priced.
11.3.9. Grand total of invoice
11.3.10. Invoicing that does not have all the required information as listed above may be sent back to contractor for corrections, delaying payment to Contractor.

12. PAYMENT AFTER JOB COMPLETION

12.1. Payment shall not be provided until inspection is completed and an approval signature is provided by authorized City representative. In case of non-satisfactory completion of any individual project, the City reserves the right to withhold payment as permissible by law.

12.2. Progress Payments - Contractor may make progress payments under the following conditions:

12.2.1. City and Contractor agree to the terms of the progress payments prior to issuing a

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purchase order.

12.2.2. Purchase order describes the amounts or percentages and the dates or frequency of payments.

12.2.3. Payments are made in full compliance with City's local governing entity rules.

13. DELIVERY

13.1. It shall be the Contractor's responsibility to meet the City's delivery requirements, as called for in the Technical Specifications.

13.2. Emergency or rush deliveries requested by the City that require special shipping and handling charges may be at the City's expense, but only with prior written approval from the City. Emergency or rush shipping charges shall be added to an invoice as a separate line item.

13.3. In the event emergency or rush delivery is required as the result of a Contractor's error, all shipping and handling charges shall be paid by the Contractor.

13.4. The City reserves the right to examine freight cost and route shipments with their own contracted carrier.

13.5. Under no circumstances shall the Contractor increase their profit margin through shipping charges.

14. COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS

14.1. All work must comply with EPA, OSHA, and any local regulations in effect at each service occurrence. Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments. If the Contractor is found to be not in compliance with said Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the Contractor may be placed on suspension until such non-compliant issues are rectified.

14.2. The Offeror must hold a valid license issued by the State of Arizona Registrar of Contractors prior to submission of a proposal and must maintain same throughout the duration of the contract term and any subsequent contract extensions. Failure to maintain said license may be grounds for default of the contract and subsequent termination.

15. IDENTIFICATION OF FINANCIAL RESOURCES

15.1. Offerors will make the City aware of any financial incentives that may be available as a result of the purchase and installation of electrical equipment (i.e.: rebates, funding, credits, buyback programs, etc.)

15.2. Offerors will assist the City to secure financial incentives when available.

16. CITY'S RESPONSIBILITIES

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16.1. The City of Chandler will designate one or more Representatives to oversee Contractor work. These City Representatives may be present during any electrical projects, to perform certain functions, assisting the Contractor as appropriate, monitoring Contractor performance, consult with and be advised by manufacturer representatives, review, accept, or decline to accept the work performed by the Contractor, and ensure overall contract compliance.

16.2. The City of Chandler designated representative(s) shall:

16.2.1. Serve as the primary City contact(s) for electrical projects and repairs for buildings that are the responsibility of their respective department. (Building & Facilities)

16.2.2. Collaborate with the Contractor to develop electrical project specifications.

16.2.3. Coordinate on-site pre-project proposals and meet with the Contractor at the project location/site on the specified date and time scheduled for commencement of project or repair.

16.2.4. Review, decline, or approve Electrical Project proposals.

16.2.5. Develop and submit Notices to Proceed for all work.

16.2.6. Provide or coordinate Contractor access to work sites, buildings, yards, etc. to facilitate the work, and resolve any unanticipated access issues. Assign as necessary facility access keys as needed for access to the electrical rooms and/or building facilities. Contractors will bear a financial burden, should keys be lost during the construction of a job.

16.2.7. Consult with the Contractor in advance and during the course of all electrical projects to ensure the work progresses and is completed to the full satisfaction of the City.

16.2.8. Consult with manufacturer representatives to verify proper product uses and application.

16.2.9. Conduct routine and periodic inspections at their convenience of the work of the contractor at any time during the project.

16.2.10. Consider any recommendations or suggestions made by the Contractor during the project regarding any aspect of the project that may deviate from the approved project specifications or notice to proceed and approve or decline to approve any such recommendations or suggestions.

16.2.11. Review, approve, or decline to accept work at any phase of the electrical project, and direct the Contractor to correct any deficient processes, products, applications, or other Contractor actions.

16.2.12. Act as liaison with primary building contact to inform occupants of the work, minimize disruption to public services or the work of building occupants, resolve problems,

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respond to building occupant complaints, inform occupants of actions that may disrupt the work of building occupants or interfere with public service (such as electrical shutdown, etc.), and notify occupants of project completion.

16.2.13. Provide other assistance to the Contractor as necessary and appropriate to expedite the project.

17. EMPLOYEE REQUIREMENTS

17.1. The Contractor shall designate a management or supervisory individual to act as Company Representative who shall be responsible for and have authority to act in overseeing and supervising Contractor Technician(s), be available at the request of the City to inspect work, meet and discuss work, resolve performance issues, and to provide technical advice, consultation, or input as requested by the City. The Company Representative shall be available at all times via telephone and shall be able to respond within 48 hours to requests for meetings or consultation, and within 2 hours to emergencies as determined by the FM Contract representative.

17.2. The Contractor shall ensure that all Contractor employees and personnel conduct themselves in a professional manner, and maintain positive, open, respectful and constructive communication with City staff, and the public. The Contractor shall ensure that all employees wear photo identification badges that clearly show the Contractor's company name and the first and last name of the employee. Contractor employees must always wear these identification badges while on a City of Chandler job site.

17.3. Contractor shall provide portable restroom facilities for their workers, to be placed on-site as directed by the City of Chandler if applicable.

17.4. The Contractor shall ensure that all Contractor employees and personnel, while working at City buildings or sites, or otherwise engaged in performing work for the City, are not under the influence of alcohol, drugs or other intoxicants, do not engage in any illegal activities, and are not in possession of weapons.

17.5. The Contractor shall immediately remove at the direction of the City of Chandler, or other City staff, any of employee or worker from current and future assignment to work at City buildings or sites in response to the City representatives' determination that the Contractor employee is incompetent, abusive, disorderly, disrespectful, ineffective, inefficient, in possession of or under the influence of intoxicants or narcotics, or in possession weapons. The City reserves the right to have Contractor employees removed with the assistance of contract security or the appropriate law enforcement agency.

18. OTHER REQUIREMENTS

18.1. The Contractor shall be knowledgeable of, and obtain any and all licenses, permits, certifications or other relevant documents and authorizations required to perform any work under this contract, and provide evidence of such to the City of Chandler upon request.

18.2. The Contractor shall pay any and all taxes, charges and fees that are necessary or required.

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18.3. The Contractor shall provide workmanship that is of the highest professional and industry standard by performing all work in strict accordance with any and all applicable codes, work standards, manufacturer specifications, and any legal, regulatory or industry requirement or standard.

18.4. The Contractor shall conduct work in strict adherence to all applicable professional and legal safety standards and requirements, particularly any Occupational Safety and Health Administration (OSHA) requirements.

19. MONITORING CONTRACTOR PERFORMANCE

19.1. The Contractor shall fully and always cooperate with the City of Chandler contract compliance function to ensure that the City receives all contracted services, and that the Contractor is paid promptly and fully for work performed to the City's satisfaction.

19.2. The City of Chandler may utilize any or all of the following steps when monitoring Contractor performance.

19.2.1. On-Site Monitoring: Conduct visual on-site work performance during all electrical projects, using observation, discussion, and technical consultation.

19.2.2. Inspection of Equipment, Parts, Materials, Supplies: Inspection or testing of any and all equipment, parts, materials, supplies, or services provided by the Contractor to verify contact compliance. Inspections may be done with the assistance of manufacturer representatives.

19.2.3. Testing of Equipment: Conduct Independent testing, or have tested by an outside third party, any equipment, parts, materials, supplies, installations, repairs, services to verify equipment specification and performance.

19.2.4. Independent Inspection or Audit: Notwithstanding any other audit clause in this contract, the City of Chandler may at any time conduct a review, inspection or audit of the Contractor's performance related to any contract requirement, independent of any contract compliance activities conducted by others.

19.2.5. Informal Discussion: The City of Chandler shall attempt to resolve non-critical contract performance issues promptly and informally at the first level through a discussion with on-site Contractor technicians. Matters unresolved will be escalated to the City of Chandler Management.

19.2.6. Reporting Deficient Performance to the Contractor: The City of Chandler Management will contact Contractor, requesting follow-up action to resolve the performance matter. The City of Chandler Management and Contractor may meet to discuss, and resolve noted instances of deficient contract performance. The purpose of this step is to informally but promptly give the Contractor the opportunity to correct deficient performance.

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19.2.7. Unresolved Performance Issues: Performance issues that have not been fully resolved and corrected by the Contractor shall be referred to the City of Chandler Procurement Department for remedy action.

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EXHIBIT B TO AGREEMENT
PRICE PROPOSAL

Section 1 – Hourly Rates

	Journey Level/ Supervisory	Apprentice	Laborer
Regular Hours	$ 69.63 /hour	$37.95 /hour	$ N/A /hour
After Hours	$104.94 /hour	$57.20 /hour	$ N/A /hour
Emergency Response Regular Hours	$107.80 /hour	$62.70 /hour	$ N/A /hour
Emergency Response After Hours	$117.70 /hour	$93.78 /hour	$ N/A /hour

**** Hawkeye does not employ laborers. In the event Hawkeye needs to utilize laborers to assist its electricians, it hires temporary laborers from any one of a number of temp. labor agencies with whom Hawkeye has an agreement. For the purpose of this contract with the City of Chandler, Hawkeye would treat this scenario as "Subcontracted Work", provide backup substantiation of the cost incurred, and charge for it at the rate of cost plus 15%.***

Definition of terms:
Journey Level or Supervisory = Certified with 4+ years of experience
Apprentice = Certified with 2+ years of experience
Laborer = Non-certified or helper

Section 2 – Mark Up

Materials	15%
Rented equipment	15%
Other (specify)	15%
Other (specify)	15%

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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 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

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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 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.

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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

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 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

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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.

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.

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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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Performance and Payment Bonds.

At the time City issues Notice of Contract Award, Contractor must provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Contract Price.

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

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

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

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

Please see Exhibit E and F for Performance and Payment Bond forms.

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EXHIBIT E TO AGREEMENT

PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Bond amount)

KNOW ALL MEN BY THESE PRESENTS: That, _____ (hereinafter called the Principal), as Principal, and _____ a corporation organized and existing under the law of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Chandler, County of Maricopa, State of Arizona, in the amount of _____Dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severely, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, Dated the _____ day of _____, _____, for **Electrical Maintenance, Repair, and Installation, BF2-910-4768**, which Contract 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 said Principal shall faithfully perform and fulfill all the undertakings, covenants terms, conditions, and agreements of said contract during the original term of said Contract and any extensions thereof, with or without notice to the Surety, and during the life of any warranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of conditions of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this ____ day of _____, 2020.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

BY _____

_____
SURETY SEAL

_____

_____
AGENT ADDRESS

Docusign Envelope ID: DE6A6C46-16D0-48FB-A8F5-10A776178818

EXHIBIT F TO AGREEMENT

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 Contract 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 the City of Chandler, (hereinafter "Obligee") County of Maricopa, State of Arizona, in the amount of _____ _____ Dollars ($_____), for the payment whereof, the said 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 Contract with the City of Chandler, dated the _____ _____ day of _____ , 20___, for **Electrical Maintenance, Repair, and Installation Services, BF2-910-4768,** which Contract 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 OBLICATION 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 contract, 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 shall 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 shall 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

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Hot Work Permit Procedure

A hot work permit is required in advance of any work requiring heat or open flame to complete within a city facility. Hot work procedures include welding, torch cutting, grinding, brazing, flame soldering, hot tar projects, portable gas procedures and other work where there is potential for fire.

The Hot work Permit form will be filled out after analysis of hot work area is done. It is then reviewed by the supervisor to ensure the proper precautions have been documented on the Hot Work Permit. The permit is then posted adjacent to the work area and when the job is completed it removed and the supervisor retains the permit for a period of one year.

Jobs will be terminated when they are outside of the constraints and procedures indicated on the Hot Work Permit. The permit will be maintained in effect during the time a fire watch is required.

Other issues that may need to be considered include:

1) Whether or not it is a confined space (see “confined space permit”)
2) Whether shielding (e.g., UV rays, sparks) to protect workers other than the welder is needed.
3) PPE for welder such as proper welding hood, gloves, chaps, etc.
4) How fire alarm and suppression systems will be handled (e.g., minimizing false alarms while maintaining maximum fire protection)

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EXHIBIT G TO AGREEMENT
PERMIT FORM

Date: _____ Location: _____

Nature of Work: _____ Equipment _____

Name: Permit Expires (within 24 hrs.) Time: _____

	Yes	No	N/A
PRECAUTIONS:			
Fire Sprinklers in service	____	____	____
Cutting/welding equipment in good repair	____	____	____
Fire Extinguisher on hand	____	____	____
PRECAUTIONS WITHIN 35' OF WORK:			
Floors free of combustibles	____	____	____
Combustible floors protected	____	____	____
Flammable liquids removed or protected	____	____	____
Explosive atmosphere in area eliminated	____	____	____
All walls and floors opening covered	____	____	____
Fire resistant coverings under work	____	____	____
WORK ON WALLS, CEILINGS OR FLOORS:			
Construction is non-combustible	____	____	____
Combustibles moved away from other side of the wall	____	____	____
WORK ON ENCLOSED EQUIPMENT:			
Enclosed equipment cleared of all combustibles	____	____	____
Containers purged of flammable/combustible liquids and gases	____	____	____
FIRE WATCH:			
Fire watch will be maintained during and for at least 30 minutes after completion	____	____	____
Fire watcher is trained in use of this equipment and in sounding alarm	____	____	____
Fire watcher is supplied with appropriate fire extinguisher	____	____	____
Fire watcher checks affected, adjacent rooms	____	____	____

***Applicable items must be answered "yes" (or N/A) before permit is approved.**

External Contractor: Project/Number: _____
Project Coordinator: _____
Contractor Company Name: _____
Contractor Employee Rep.: _____

Approval

Supervisor: _____

Signature: _____

Contact Number: _____

Permit must be posted at jobsite.

Certificate Of Completion

Envelope Id: DE6A6C46-16D0-48FB-A8F5-10A776178818 Status: Sent

Subject: Complete with Docusign: 4768 Agreement - Hawkeye Edit1.pdf, 4678 Agreement - Hawkeye Legal Sign...

EDMS Application: CC-AGRMTS

Source Envelope:

Document Pages: 43 Signatures: 1 Envelope Originator:

Certificate Pages: 5 Initials: 0 Saranna Davidson

AutoNav: Enabled PO Box 4008

EnvelopeId Stamping: Enabled Chandler, 85244

Time Zone: (UTC-07:00) Arizona Saranna.Davidson@chandleraz.gov

IP Address: 198.241.2.1

Record Tracking

Status: Original Holder: Saranna Davidson Location: DocuSign

11/26/2024 | 12:54 PM Saranna.Davidson@chandleraz.gov

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: City of Chandler Location: DocuSign

Signer Events	Signature	Timestamp
Peter Trowbridge pete@hawkeyeelectric.com President Security Level: Email, Account Authentication (None)	Peter Trowbridge Signature Adoption: Pre-selected Style Using IP Address: 68.15.157.226	Sent: 11/26/2024 | 01:07 PM Viewed: 11/26/2024 | 02:00 PM Signed: 11/26/2024 | 02:00 PM
Electronic Record and Signature Disclosure: Accepted: 11/26/2024 | 02:00 PM ID: f0675ea7-6df0-4902-80ab-c8b3d5c000cc		
Records Division Signing Group: Records Division Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Daniel Brown Daniel.Brown@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 7/1/2021 | 08:17 AM ID: 563d172a-e614-4b9b-b2a1-61a0afc8280a		
Kevin Hartke kevin.hartke@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 6/28/2021 | 11:17 AM ID: 2531f230-027c-41f7-9166-1189df6a8c8f		
Dana DeLong Dana.DeLong@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 6/28/2021 | 01:03 PM ID: e796186e-c533-4a41-978c-34d69e29778a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Records Division Records Management Administrator City of Chandler Signing Group: Records Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 11/26/2024 | 02:00 PM

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Rosenda Contreras Rosenda.Contreras@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/30/2022 | 01:24 PM ID: fd43dfe1-51e8-4292-b795-54e27b662b8e Pete Trowbridge pete@hawkeyeelectric.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/26/2024 | 02:00 PM ID: f0675ea7-6df0-4902-80ab-c8b3d5c000cc		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/26/2024 | 01:07 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Chandler (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Chandler:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: esignature@chandleraz.gov

To advise City of Chandler of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@chandleraz.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Chandler

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@chandleraz.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Chandler

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to esignature@chandleraz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Chandler as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Chandler during the course of your relationship with City of Chandler.

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City Clerk Document No. _____

City Council Meeting Date: December 12, 2024

CITY OF CHANDLER SERVICES AGREEMENT
ELECTRICAL MAINTENANCE, REPAIR, AND INSTALLATION SERVICES
CITY OF CHANDLER AGREEMENT NO. BF4-910-4768

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Kearney Electric, Inc. (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 May 24, 2024, the City issued a solicitation for electrical maintenance, repair and installation services. Under the solicitation, the City proposes to enter into eight related agreements for electrical maintenance, repair and installation services in various amounts for the prices set forth in each electrical maintenance, repair and installation services agreement. Although the amount and type of electrical maintenance, repair and installation services purchased by the City may vary, the total sum for all eight electrical maintenance, repair and installation services agreements must not exceed $1,610,000.

B. City proposes to purchase electrical maintenance, repair and installation services 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:

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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 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 one year, and begins on December 9, 2024 and ends on December 8, 2025 unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. 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 the unit prices and amounts as more fully 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 any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee 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.

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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

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.

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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 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

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

5.6 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:

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For the City		For the Contractor	
Name:	Saranna Davidson	Name:	Waide Stockhill
Title:	Procurement Officer	Title:	Dir. Of Electrical Team – Project Mgmt.
Address:	175 South Arizona Avenue Chandler, AZ 85225	Address:	3609 E. Superior Ave. Phoenix, AZ 85040
Phone:	480 782-2406	Phone:	602 437-0235
Email:	saranna.davidson@chandleraz.gov	Email:	djohnson@kearneyaz.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.).

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

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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 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.

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

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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 set forth in this Section constitute a material breach of this Agreement.

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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,

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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.

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

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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

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

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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 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.

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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.

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	FOR THE CONTRACTOR
By: _____	By: Phyllis Jones _____
Its: _____	Its: COO _____
Mayor	

APPROVED AS TO FORM:

By: _____
City Attorney JMB

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

1. INTRODUCTION

1.1. The City of Chandler is seeking the services of experienced and qualified licensed Electrical Contractors with proven expertise in electrical installations and repairs in accordance with the specifications herein. This service shall be provided, on an as-needed, if-needed basis.

1.2. The City of Chandler intends to award to multiple contractors in order to meet the needs of the City and reserves the right to request bids from awarded contractors.

1.3. In general, the scope of work for electrical services may include but not be limited to installation, repairs, upgrades, and routine maintenance to include supervision, labor, equipment, materials, tools, and transportation to complete all work. The scope of work will be divided into two major categories: 1) High Voltage Electrical Services and 2) Low Voltage Electrical Services.

1.4. Offerors are encouraged to submit proposals for single or multiple categories.

1.4.1. **High Voltage Electrical Services:** Defined as electrical services above 1000 Volts. Contractors bidding on this service must have the ability to work on overhead/underground wires, substations, transformers, and related equipment while energized. The following high voltage repairs and services are listed as minimum, but not limited to:

1.4.1.1. **Group 1:** Transformers, Addition and/or removal of oil, perform double test, Turn To Ratio test (TTR), Oil analysis/testing, Hypo testing, Mega-ohm testing, On-site gasket fabrication, Relay and Circuit Breaker testing, Switchgear repair/replacement/testing, Substations, maintenance, and repair.

1.4.1.2. **Group 2:** Underground and overhead cables repair and maintenance, Pole testing, Hardware and ground wire tightening, Pole, and hardware change-out, Transition inspection and repairs (i.e., arrestors, cutouts, fuses, jumpers, and connectors), Down guy/anchor repair and replacement, switching and grounding, Utility notification and coordination as necessary, Manhole entry, cleaning, repair, and manhole (underground) cable work, Distribution panels, repair, inspection, cleaning, and testing.

1.4.1.3. It is understood some of the services listed above cannot be performed by all high voltage service contractors, and therefore shall be subcontracted to a contractor specializing in that field. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

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1.4.2. **Low Voltage Electrical Services:** Defined as below 1000 Volts.

1.4.2.1. **Types of Service Work:** Air switches, Wire/cable replacement, transformers, switchgear and switchboard assemblies, distribution panels, circuit breakers, grounding systems, panel boards, disconnects, motor control centers, relay cabinets, variable speed drives (VFD), emergency and normal electrical power systems, lighting and lighting control systems, Lighting Retrofits, LED solutions, daylight harvesting, sports and controls systems, and other associated electrical equipment.

2. GENERAL VENDOR QUALIFICATIONS

2.1. Each Contractor assigned to this contract shall have the licenses, tools, equipment, materials, and technical ability to perform such services. Contractor shall provide all labor, supervision, transportation, equipment (including testing and all personal protection equipment), tools, and all effort necessary to make the required electrical systems repairs/retrofits, complete and operational.

2.2. Machinery/equipment that will be considered as additional cost and used directly to the electrical industry for the performance of normal electrical services, such as, but not limited to: Backhoes, Jackhammers, Concrete cutters, Excavators, Chain hoists, Man lifts (scissor lifts, forklifts, boom lifts, bucket trucks, etc.) These items (and other approved equipment), if rented from a rental contractor, will be allowed the rental charge plus an administrative mark-up cost per the contract awarded percentage of cost. If owned, the equipment shall be charged per the bid rate in the pricing section.

2.3. Contractor will be responsible to source all electrical parts/components/fixtures and equipment necessary in the repair or new installation of electrical and distribution systems. Exceptions may be, if in the best interest of the City, to utilize its own electrical commodity contract to source said supplies.

2.4. Replacement parts/fixtures shall be OEM and warranted for two (2) years unless longer warranties are available from manufacturers. All parts and electrical equipment provided by Contractor shall be new, except as otherwise stated on the drawings or specifications. All parts and electrical equipment shall be UL listed when such standards exist for the type of equipment. All electrical equipment and materials shall be furnished by the Contractor and shall be commercial quality and grade and be from a warrantied product line.

2.5. All electrical work shall comply with the requirements of the applicable edition of the National Electric Code and State/Local building codes.

2.6. All lighting and lighting system devices shall be manufactured, tested, and/or approved under the current applicable codes and standards for: ANSI, ASTM, BICSI, CSA, EIA, FCC, ISO, NEC, NEMA, and UL.

2.7. All work performed by the Contractor shall be subject to inspection and approval by the City.

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2.8. Specifications for the work to be performed by Contractor and approved by the City shall be adhered to. Contractor may recommend alternate specifications or additional specifications for work; however, any alternate specification shall comply with all applicable rules, regulations, statutes, ordinances, codes, and standards. Contractor shall obtain approval from the City prior to using any alternate specifications for any work to be performed under the contract.

2.9. Prior to starting any work, the Contractor shall notify the City of any specification that conflicts with applicable rules, regulations, statutes, ordinances, codes, and standards, and offer an alternate solution that is in compliance with said rules.

2.10. When any aspect of a project is not covered by a specification, building code, or standard, the minimum standard for good and workmanlike construction shall be established usage, procedures and acceptable industry standards.

2.11. No products that contain asbestos fibers shall be used.

2.12. All work shall be accomplished in a manner to match adjacent existing work in the same area or on same elevation where practicable. Contractor will not make adjustments to or alter in any manner City's existing facilities without prior approval from City.

2.13. Upon request from the City, the Contractor shall obtain permits required for a job. The City shall reimburse the Contractor for actual cost of such permits. No amount for overhead and profit will be allowed for permits.

2.14. Prior to final acceptance of project completion, the Contractor shall provide the City a complete set of "as-built" system drawings and copies of operational manuals for all installed products and/or equipment.

2.15. Safety: Contractor shall be responsible for initiating, maintaining, and supervising all safety programs in connection with this work.

2.16. Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to the following:

2.16.1. All employees on the worksite and all other persons who may be affected thereby.

2.16.2. All the work, materials, and equipment to be incorporated therein.

2.16.3. Other properties at the site of, adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

2.16.4. Contractor must keep an acceptable E-Mod Rate determined by the City if requested.

3. REMOVAL AND DISPOSAL

3.1. Contractor shall remove from the worksite and dispose of removed lighting fixtures, ballasts,

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and lamps as soon as possible in accordance with current applicable federal, state, and local codes.

3.2. Polychlorinated Byphenosis (PCB): Ballasts containing PCB shall be disposed of per current federal, state, and local codes. City's representative shall be notified immediately of any PCB that has leaked out from the ballast.

3.3. Contaminated Transformer Oils: Contractor shall follow all EPA regulations and ordinances regarding the disposal of contaminated oils from transformers.

4. SOLAR INSTALLATION AND MAINTENANCE

4.1. General requirements include the following:

4.1.1. Contractor shall separate photovoltaic (PV) source circuits and PV output circuits in the same raceway, cable tray, cable outlet box, junction box, or similar fitter as conductors, feeders, or branch circuits of the other non-PV systems. Contractor shall use correct means for identification of conductors, circuits, etc. at all points of termination, connection and splices. Connections to a module panel shall be arranged so that a potential removal does not interrupt a grounded conductor to other PV source circuits. Expansion joints should be utilized as necessary.

4.1.2. Contractor shall provide a detailed commissioning documentation to conclude installation.

5. ENERGY EFFICIENT LIGHTING INSTALLATIONS, PRODUCTS AND SERVICES

5.1. General requirements include the following:

5.1.1. New installations shall include, but not be limited to interior and exterior facility lighting; walkway lighting; parking lot lighting (including poles); street lighting (including poles); gymnasium lighting; indoor pool lighting; emergency lighting; auditorium lighting; stage lighting, traffic signals, airport applications, exterior athletic and sports field lighting and any other lighting applicable.

5.1.2. Energy efficient lighting installations, products, service, and repairs are requested for all lighting systems as listed herein.

5.1.3. Consulting services may include design; lighting and energy assessment; energy audit for lighting, and an evaluation of existing indoor and outdoor lighting systems. Consulting shall provide a solution to an energy saving solution or retrofit to reduce the overall consumption of energy for lighting systems. Contractor shall provide the information necessary for the City to properly assess the level of quality, construction components, compliance with applicable current state statutes, and/or the overall performance of the solution offered.

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5.1.4. Contractor shall, upon request, submit manufacturer's product information sheets for the energy efficient lighting system and/or products to the City for approval before work begins. The manufacturer's product information sheet shall include model numbers, type, rating, size, style, and manufacturer's name.

5.1.5. Contractor shall provide energy efficient lighting system and materials that comply with current and applicable federal, state, local rebate programs for energy efficient lighting upon City's request.

5.1.6. Federal, state, and/or locally funded projects through grants, utility rebates, etc., shall comply with all requirements under the agreement to meet funding eligibility for the products and services. Contractor shall provide City the necessary documentation, such as lighting specifications, energy audit performed, etc. upon request.

5.1.7. Lamps shall comply as applicable with current Energy Independence and Security Act of 2007 (EISA) and current federal, state, and local codes if superseded. Contractor shall be responsible for monitoring and compliance with future regulations, codes, and laws.

5.1.8. Except for lamps and ballasts, the Contractor and the lighting system manufacturer(s) guarantee the usability of the lighting system installed is appropriate for the site conditions that exist and for the intended uses as identified in the project's scope of work for a minimum five (5) year period. Warranty shall commence on the date of final acceptance by the City's authorized representative. The warranty coverage shall not be limited to amount of usage.

5.1.9. Delamping services may be offered and shall not void any existing lighting fixture manufactures' warranties as applicable.

5.1.10. If requested by City, the contract vendor shall provide comprehensive training on the operation, use and testing of the installed products and/or equipment to personnel selected by the City. Any additional charges for training shall be included in the bid cost form.

5.1.11. The lighting system shall be accepted in writing only after a satisfactory test of the entire installed system, lighting components, and/or energy efficient lighting solutions in the presence of City's authorized representative.

6. RETROFIT/REPAIR OF EXISTING FIXTURES, LAMPS, AND BALLASTS

6.1. General requirements include the following:

6.1.1. Contractor shall offer lines of replacement fluorescent lamps that contain low-level mercury content, LED alternate lighting solutions of the latest design, or other current alternate energy saving fixture and lighting replacements.

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6.1.2. Compact fluorescent lamps (CFL) and LEDs shall be available as an alternative for replacement of current lighting. CFL's shall be UL listed and have a minimum rated average life of 10,000 hours. LEDs shall have a minimum 2-year driver and/or cooling fan and lamp warranty.

6.1.3. Contractor shall provide the City with mounting hardware, and any other components required for energy efficient lighting installations. Contractor shall also provide any manufacturers' requirements and/or recommendations for the installation and/or retrofit applications.

6.1.4. Electronic ballasts shall be physically interchangeable with standard magnetic core and coil ballasts.

7. EMERGENCY AND EXIT LIGHTING

7.1. General requirements include the following:

7.1.1. Emergency and exit lighting installations, retrofits, and/or repairs shall comply with current applicable CFR, NEC, NFPA, and OSHA requirements. Contractor shall notify City's authorized representative when existing lighting does not conform to those requirements and requires upgrades per federal, state, or local codes.

7.1.2. All fluorescent emergency ballasts shall meet or exceed all current NEC and NFPA requirements for emergency operations.

7.1.3. All replacement, repair or retrofit of fixtures, lamps, ballasts or batteries shall meet current applicable federal, state and local codes and CFR, NEC, NFPA, and OSHA requirements for emergency and exit lighting.

8. LIGHTING CONTROLS

8.1. General requirements include the following:

8.1.1. Lighting controls shall include, but not be limited to occupancy, temperature, remote, automatic, dusk-to-dawn, time, astronomical, etc.

8.1.2. Contractor may provide control systems and solutions that allow City to add future expansion and/or functions.

8.1.3. Lighting control systems shall not interfere, disable, disengage, or conflict in any manner with City's current facility security, burglar, fire (alarm, suppression, and control), or any other integrated system. Contractor shall not conjoin into these systems in any manner without written approval from the City and the presence of an authorized representative's technician for these systems during the installation and/or system initiation. Failure to comply with this requirement in any manner may be grounds for immediate cancellation of an awarded contract.

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8.1.4. Lighting control systems and solutions shall include City training for operation and addition of future expansion and/or functions as applicable.

9. SCHEDULING REQUIREMENTS

9.1. The Contractor shall have the ability to create and manage numerous individual accounts for order placement, billing, and reporting purposes.

9.2. The Contractor shall coordinate all repair/installation schedules with the City's point of contact before beginning work. All electrical connections requiring a power outage shall be made during an approved time limit and must be coordinated by the City's point of contact.

9.3. The Contractor shall be prepared with well-maintained equipment inventory/materials and satisfactory transportation for delivery at the work site to meet the customer demand and delivery requirements.

9.4. Services shall be made available to 365 days per year.

9.5. Labor rates bid shall include all direct labor and burden, equipment, small tools, common expendables. Labor rates shall be divided into the following categories:

9.6. Regular Service: work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding holidays.

9.6.1. After Hours: work performed after 6:00 PM and before 6:00 AM the next morning.

9.6.2. Weekends & Holidays: work performed Saturday, Sunday, or during a holiday.

9.6.3. Due to the nature of public sector agencies, response time for a requested service shall be four (4) hours (on-site) after Contractor receives request from the City for REGULAR SERVICE, and four (4) hour response on-site for calls AFTER HOURS. There shall also be a two (2) hour on-site response for any call during REGULAR or AFTER HOURS, if requested as an EMERGENCY.

9.6.4. Deviations and exceptions to the hours listed above must be disclosed in offeror's response if offeror is unable to meet these requirements of the contract. Deviations and exceptions may be cause for an offeror to be considered non-responsive and/or rejection of the bid.

10. ORDERING AND JOB COMPLETION PROCESS

10.1. The following is a listing of the requirements the ensuing contractor(s) must comply with when completing work under this contract:

10.2. **Request for Service:** The City will notify the contractor of the need for electrical services to include but not limited to preventative maintenance, repair, replacement or emergency services. Request for proposal for the provision/installation of a specific scope of work will be issued by

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the City.

10.2.1. This shall be requested at the sole discretion of the City of Chandler and may be requested of multiple Contractors. This shall not be construed by the Contractor to be a guarantee that the work will be awarded to the Contractor.

10.2.2. At the time of the request, the Contractor shall inform the City of Chandler if the Contractor elects to decline the request. The Contractor shall provide a written statement stating the reasons for declining within 3 business days.

10.2.3. At the time of the request, the City of Chandler and the Contractor shall agree on a date and time to conduct a pre-proposal inspection at the site of the project. The pre-proposal inspection shall occur within 10 business days of the request. While the City of Chandler shall attempt to find a mutually agreeable date and time for the pre-proposal inspection, the date and time of the inspection shall be conducted at the convenience of the City of Chandler.

10.2.4. **Correspondences:** Please include work order number on all correspondences if provided by the City.

10.2.5. **Site Visit:** Dependent upon the complexity/nature of the project, a predetermined and/or pre-identified site visit may be held by the City to ensure the contractor(s) are aware of important issues regarding the project site conditions, security procedures, work responsibilities, loading and unloading restrictions, etc. to ensure accurate cost estimates.

10.2.6. **Project Proposals:** After a site review of the project, contractor shall submit the project proposal to the City within the specified time frame. The submitted project proposal is to be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the City that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract number and approved by the City prior to authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment.

10.2.7. **Purchase Order:** Based on the Contractor's proposal, if acceptable in accordance with contract terms and conditions, a purchase order will be issued by the City.

10.2.8. **Delivery and Installation:** Contractor will notify the City when material has been received and provide a proposed project completion date. Installation shall start within seven (5) working days after material is received. Installations will not start without prior approval of the City's authorized representative. Contractor shall assign a supervisor or contact person for each job who has the ability to communicate with City's designated point of contact.

10.2.8.1. Secure all materials and equipment on the site.

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10.2.8.2. Perform all electrical projects in full compliance with specific Electrical Project Price Proposal, Preventative Maintenance Proposal, Notice to Proceed, emergency repairs estimate, and all relevant technical and applicable manufacturer specifications in a good workmanlike manner.

10.2.8.3. Be fully responsible of the ways, means, methods, techniques, procedures, and for performance and enforcement of safety requirements relating to the project.

10.2.8.4. Comply with the City of Chandler's Hot Work Policy (attached). Designate one person on each crew to perform a daily fire watch. The designated crew City shall watch for fires or smoldering materials. Continue the fire watch for 30 minutes after hot work has been suspended for the day.

10.2.8.5. Comply with all relevant standards and code requirements for erection of structurally adequate site, work, street, or other barricading. Where appropriate and needed, provide lighting, including flashing red or amber lights.

10.2.8.6. Conduct work during the hours indicated on the Notice to Proceed. Work may either be conducted during normal business hours, after hours, weekends, or holidays.

10.2.8.7. Provide a minimum five (5) days' notice to the City and manufacturer prior to commencing any work and notify both parties on a daily basis of any change in work schedule.

10.2.8.8. Direct and coordinate the work of all subcontractors to create general cooperation between trades and facilitate expeditious progress of work.

10.2.8.9. Confine workers, apparatus, the storage of materials, and operations of his workmen to the limits indicated by law, ordinances, permits, or directions of the City representative, and not unreasonably encumber the premises with materials or equipment.

10.2.8.10. Coordinate and schedule in writing after verbal consultation no less than 3 business days in advance with the City of Chandler or Electricians any required utility outage and switch-over. Include in the advance notice (1) the date and time for the switch over to occur, (2) estimated total time of the outage or switch over, (3) identify systems to be impacted by the switch over, (4) identify the contractor performing the work. Any outages or switchovers of utilities that may cause impact to the Facility being repaired shall be required to be done when the building is not occupied. The City representative will have the final approval of date and time of all outages.

10.2.8.11. Prevent access by the public to materials, tools, and equipment.

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10.2.8.12. Complete, to the City's full satisfaction, all job site clean-up including building interior, exterior and landscaping where affected by the construction. Remove all debris daily from the project site and take to a legal dumping area authorized to receive such materials. At the conclusion of the project, clean the work site of rubbish, litter, and other foreign substances. Sweep paved areas broom clean, remove stains, spills and other foreign deposits.

10.2.8.13. Comply with regulations for safety standards for cleaning. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

10.2.8.14. Coordinate with the City disposition of any extra, left-over material of value remaining after completion of the work that shall become the City's property.

10.2.8.15. Ensure the regular and periodic inspection, review, and approval by the City of Chandler and by the appropriate manufacturer representatives of all phases of work requiring such inspection.

10.2.8.16. Correct, upon the direction of the City of Chandler or manufacturer representative, any work or work-related condition, determined by any of the parties to require correction.

10.2.8.17. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.

10.2.8.18. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

10.2.8.19. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.

10.2.8.20. Inspect products upon delivery to ensure compliance with the Manufacturers' Standards and Requirements, and to ensure that products are undamaged and properly protected.

10.2.8.21. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated.

10.2.8.22. Request in advance from the City of Chandler electrical and water service for use during the project for project-related requirements only. Electric and water costs shall be paid by the City; however, the Contractor shall pay for unanticipated or excessive water usage as determined by the City

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of Chandler.

10.2.9. **Completion of Services:** After completion of services, the Contractor will email the City's designated point of contact a photograph copy of completed work along with any required reporting within 24 hours of completing services.

11. INVOICING

11.1. After completion of services, the Contractor shall submit an invoice to the City. All invoicing for Time and Materials shall include:

11.1.1. Purchase Order number.
11.1.2. Work Order number (if supplied by the City)
11.1.3. Terms as per bid
11.1.4. Contract number.
11.1.5. Job site name and location
11.1.6. Description of work performed.
11.1.7. Total labor hours
11.1.8. Labor rate as per bid
11.1.9. Itemized materials
11.1.10. Tax on materials only.
11.1.11. Total

11.2. *Rented equipment charges (submitted with a copy of the invoice from rental firm) shall not add additional sales tax other than what the rental firm has posted.

11.3. All invoicing for Project work shall include:

11.3.1. Purchase order number.
11.3.2. Terms as per bid
11.3.3. Contract number.
11.3.4. Job site name and location
11.3.5. Project description
11.3.6. Project cost
11.3.7. Change order cost (if applicable)
11.3.8. If change orders have been implemented – must be separately line-itemed priced.
11.3.9. Grand total of invoice
11.3.10. Invoicing that does not have all the required information as listed above may be sent back to contractor for corrections, delaying payment to Contractor.

12. PAYMENT AFTER JOB COMPLETION

12.1. Payment shall not be provided until inspection is completed and an approval signature is provided by authorized City representative. In case of non-satisfactory completion of any individual project, the City reserves the right to withhold payment as permissible by law.

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12.2. Progress Payments - Contractor may make progress payments under the following conditions:

12.2.1. City and Contractor agree to the terms of the progress payments prior to issuing a purchase order.
12.2.2. Purchase order describes the amounts or percentages and the dates or frequency of payments.
12.2.3. Payments are made in full compliance with City's local governing entity rules.

13. DELIVERY

13.1. It shall be the Contractor's responsibility to meet the City's delivery requirements, as called for in the Technical Specifications.

13.2. Emergency or rush deliveries requested by the City that require special shipping and handling charges may be at the City's expense, but only with prior written approval from the City. Emergency or rush shipping charges shall be added to an invoice as a separate line item.

13.3. In the event emergency or rush delivery is required as the result of a Contractor's error, all shipping and handling charges shall be paid by the Contractor.

13.4. The City reserves the right to examine freight cost and route shipments with their own contracted carrier.

13.5. Under no circumstances shall the Contractor increase their profit margin through shipping charges.

14. COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS

14.1. All work must comply with EPA, OSHA, and any local regulations in effect at each service occurrence. Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments. If the Contractor is found to be not in compliance with said Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the Contractor may be placed on suspension until such non-compliant issues are rectified.

14.2. The Offeror must hold a valid license issued by the State of Arizona Registrar of Contractors prior to submission of a proposal and must maintain same throughout the duration of the contract term and any subsequent contract extensions. Failure to maintain said license may be grounds for default of the contract and subsequent termination.

15. IDENTIFICATION OF FINANCIAL RESOURCES

15.1. Offerors will make the City aware of any financial incentives that may be available as a result of the purchase and installation of electrical equipment (i.e.: rebates, funding, credits, buyback programs, etc.)

15.2. Offerors will assist the City to secure financial incentives when available.

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16. CITY'S RESPONSIBILITIES

16.1. The City of Chandler will designate one or more Representatives to oversee Contractor work. These City Representatives may be present during any electrical projects, to perform certain functions, assisting the Contractor as appropriate, monitoring Contractor performance, consult with and be advised by manufacturer representatives, review, accept, or decline to accept the work performed by the Contractor, and ensure overall contract compliance.

16.2. The City of Chandler designated representative(s) shall:

16.2.1. Serve as the primary City contact(s) for electrical projects and repairs for buildings that are the responsibility of their respective department. (Building & Facilities)

16.2.2. Collaborate with the Contractor to develop electrical project specifications.

16.2.3. Coordinate on-site pre-project proposals and meet with the Contractor at the project location/site on the specified date and time scheduled for commencement of project or repair.

16.2.4. Review, decline, or approve Electrical Project proposals.

16.2.5. Develop and submit Notices to Proceed for all work.

16.2.6. Provide or coordinate Contractor access to work sites, buildings, yards, etc. to facilitate the work, and resolve any unanticipated access issues. Assign as necessary facility access keys as needed for access to the electrical rooms and/or building facilities. Contractors will bear a financial burden, should keys be lost during the construction of a job.

16.2.7. Consult with the Contractor in advance and during the course of all electrical projects to ensure the work progresses and is completed to the full satisfaction of the City.

16.2.8. Consult with manufacturer representatives to verify proper product uses and application.

16.2.9. Conduct routine and periodic inspections at their convenience of the work of the contractor at any time during the project.

16.2.10. Consider any recommendations or suggestions made by the Contractor during the project regarding any aspect of the project that may deviate from the approved project specifications or notice to proceed and approve or decline to approve any such recommendations or suggestions.

16.2.11. Review, approve, or decline to accept work at any phase of the electrical project, and direct the Contractor to correct any deficient processes, products, applications, or other Contractor actions.

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16.2.12. Act as liaison with primary building contact to inform occupants of the work, minimize disruption to public services or the work of building occupants, resolve problems, respond to building occupant complaints, inform occupants of actions that may disrupt the work of building occupants or interfere with public service (such as electrical shutdown, etc.), and notify occupants of project completion.

16.2.13. Provide other assistance to the Contractor as necessary and appropriate to expedite the project.

17. EMPLOYEE REQUIREMENTS

17.1. The Contractor shall designate a management or supervisory individual to act as Company Representative who shall be responsible for and have authority to act in overseeing and supervising Contractor Technician(s), be available at the request of the City to inspect work, meet and discuss work, resolve performance issues, and to provide technical advice, consultation, or input as requested by the City. The Company Representative shall be available at all times via telephone and shall be able to respond within 48 hours to requests for meetings or consultation, and within 2 hours to emergencies as determined by the FM Contract representative.

17.2. The Contractor shall ensure that all Contractor employees and personnel conduct themselves in a professional manner, and maintain positive, open, respectful and constructive communication with City staff, and the public. The Contractor shall ensure that all employees wear photo identification badges that clearly show the Contractor's company name and the first and last name of the employee. Contractor employees must always wear these identification badges while on a City of Chandler job site.

17.3. Contractor shall provide portable restroom facilities for their workers, to be placed on-site as directed by the City of Chandler if applicable.

17.4. The Contractor shall ensure that all Contractor employees and personnel, while working at City buildings or sites, or otherwise engaged in performing work for the City, are not under the influence of alcohol, drugs or other intoxicants, do not engage in any illegal activities, and are not in possession of weapons.

17.5. The Contractor shall immediately remove at the direction of the City of Chandler, or other City staff, any of employee or worker from current and future assignment to work at City buildings or sites in response to the City representatives' determination that the Contractor employee is incompetent, abusive, disorderly, disrespectful, ineffective, inefficient, in possession of or under the influence of intoxicants or narcotics, or in possession weapons. The City reserves the right to have Contractor employees removed with the assistance of contract security or the appropriate law enforcement agency.

18. OTHER REQUIREMENTS

18.1. The Contractor shall be knowledgeable of, and obtain any and all licenses, permits, certifications or other relevant documents and authorizations required to perform any work under this contract, and provide evidence of such to the City of Chandler upon request.

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18.2. The Contractor shall pay any and all taxes, charges and fees that are necessary or required.

18.3. The Contractor shall provide workmanship that is of the highest professional and industry standard by performing all work in strict accordance with any and all applicable codes, work standards, manufacturer specifications, and any legal, regulatory or industry requirement or standard.

18.4. The Contractor shall conduct work in strict adherence to all applicable professional and legal safety standards and requirements, particularly any Occupational Safety and Health Administration (OSHA) requirements.

19. MONITORING CONTRACTOR PERFORMANCE

19.1. The Contractor shall fully and always cooperate with the City of Chandler contract compliance function to ensure that the City receives all contracted services, and that the Contractor is paid promptly and fully for work performed to the City's satisfaction.

19.2. The City of Chandler may utilize any or all of the following steps when monitoring Contractor performance.

19.2.1. On-Site Monitoring: Conduct visual on-site work performance during all electrical projects, using observation, discussion, and technical consultation.

19.2.2. Inspection of Equipment, Parts, Materials, Supplies: Inspection or testing of any and all equipment, parts, materials, supplies, or services provided by the Contractor to verify contact compliance. Inspections may be done with the assistance of manufacturer representatives.

19.2.3. Testing of Equipment: Conduct Independent testing, or have tested by an outside third party, any equipment, parts, materials, supplies, installations, repairs, services to verify equipment specification and performance.

19.2.4. Independent Inspection or Audit: Notwithstanding any other audit clause in this contract, the City of Chandler may at any time conduct a review, inspection or audit of the Contractor's performance related to any contract requirement, independent of any contract compliance activities conducted by others.

19.2.5. Informal Discussion: The City of Chandler shall attempt to resolve non-critical contract performance issues promptly and informally at the first level through a discussion with on-site Contractor technicians. Matters unresolved will be escalated to the City of Chandler Management.

19.2.6. Reporting Deficient Performance to the Contractor: The City of Chandler Management will contact Contractor, requesting follow-up action to resolve the performance matter. The City of Chandler Management and Contractor may meet to discuss, and resolve noted instances of deficient contract performance. The purpose of this step is to informally but promptly give the Contractor the opportunity to

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correct deficient performance.

19.2.7. Unresolved Performance Issues: Performance issues that have not been fully resolved and corrected by the Contractor shall be referred to the City of Chandler Procurement Department for remedy action.

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EXHIBIT B TO AGREEMENT
PRICE PROPOSAL

Section 1 – Hourly Rates

	Journey Level/ Supervisory	Apprentice	Laborer
Regular Hours	$ 85.00 /hour	$ 65.00 /hour	$ 55.00 /hour
After Hours	$ 95.00 /hour	$ 75.00 /hour	$ 65.00 /hour
Emergency Response Regular Hours	$100.00 /hour	$ 80.00 /hour	$ 70.00 /hour
Emergency Response After Hours	$150.00 /hour	$125.00 /hour	$100.00 /hour

*Overtime will be billed at 1.5 x rates provided above.
*Holidays will be billed at 2 x rates provided above.

Definition of terms:
Journey Level or Supervisory = Certified with 4+ years of experience
Apprentice = Certified with 2+ years of experience
Laborer = Non-certified or helper

Section 2 – Mark Up

Materials**	15.0%
Rented equipment	15.0%
Other (specify)	15.0%
Other (specify)	%

**All material subject to Transaction Privilege Tax (TPT) based on the tax rate of the city where the material is purchased.

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Kearney Electric and Communications Services Rate Sheet

Project Manager	$ 105.00 /hour
Project Engineer	$ 85.00 /hour
BIM Coordinator	$ 105.00 /hour
CAD Drafter	$ 95.00 /hour

Communications

Business Hour Labor Rate: (M-F, Any Scheduled Work / 8 hours per day)

Fiber Technician with service vehicle	$ 95.00 /hour
Communications Technician with service vehicle	$ 75.00 /hour
Communications Technician	$ 60.00 /hour

Non-Business Hour Labor Rate: (Overtime: over 8 hours per day / any unscheduled emergency work / holidays)

Fiber Technician with service vehicle (After Hours)	$ 110.00 /hour
Fiber Technician with service vehicle (Overtime/Emergency)	$ 143.00 /hour
Fiber Technician with service vehicle (Holidays)	$ 190.00 /hour
Communications Technician with service vehicle (After Hours)	$ 87.00 /hour
Communications Technician with service vehicle (Overtime/Emergency)	$ 113.00 /hour
Communications Technician with service vehicle (Holidays)	$ 150.00 /hour
Communications Technician (After Hours)	$ 69.00 /hour
Communications Technician (Overtime/Emergency)	$ 90.00 /hour
Communications Technician (Holidays)	$ 120.00 /hour

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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 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

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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 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.

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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

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 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

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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.

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

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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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Performance and Payment Bonds.

At the time City issues Notice of Contract Award, Contractor must provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Contract Price.

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

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

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

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

Please see Exhibit E and F for Performance and Payment Bond forms.

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EXHIBIT E TO AGREEMENT

PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Bond amount)

KNOW ALL MEN BY THESE PRESENTS: That, _____ (hereinafter called the Principal), as Principal, and _____ a corporation organized and existing under the law of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Chandler, County of Maricopa, State of Arizona, in the amount of _____Dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severely, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, Dated the _____ day of _____, _____, for **Electrical Maintenance, Repair, and Installation, BF2-910-4768**, which Contract 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 said Principal shall faithfully perform and fulfill all the undertakings, covenants terms, conditions, and agreements of said contract during the original term of said Contract and any extensions thereof, with or without notice to the Surety, and during the life of any warranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of conditions of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this ____ day of _____, 2020.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

BY _____

_____
SURETY SEAL

_____

_____
AGENT ADDRESS

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EXHIBIT F TO AGREEMENT

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 Contract 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 the City of Chandler, (hereinafter "Obligee") County of Maricopa, State of Arizona, in the amount of _____ _____ Dollars ($_____), for the payment whereof, the said 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 Contract with the City of Chandler, dated the _____ _____ day of _____ , 20___, for **Electrical Maintenance, Repair, and Installation Services, BF2-910-4768,** which Contract 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 OBLICATION 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 contract, 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 shall 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 shall 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

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Hot Work Permit Procedure

A hot work permit is required in advance of any work requiring heat or open flame to complete within a city facility. Hot work procedures include welding, torch cutting, grinding, brazing, flame soldering, hot tar projects, portable gas procedures and other work where there is potential for fire.

The Hot work Permit form will be filled out after analysis of hot work area is done. It is then reviewed by the supervisor to ensure the proper precautions have been documented on the Hot Work Permit. The permit is then posted adjacent to the work area and when the job is completed it removed and the supervisor retains the permit for a period of one year.

Jobs will be terminated when they are outside of the constraints and procedures indicated on the Hot Work Permit. The permit will be maintained in effect during the time a fire watch is required.

Other issues that may need to be considered include:

1) Whether or not it is a confined space (see “confined space permit”)
2) Whether shielding (e.g., UV rays, sparks) to protect workers other than the welder is needed.
3) PPE for welder such as proper welding hood, gloves, chaps, etc.
4) How fire alarm and suppression systems will be handled (e.g., minimizing false alarms while maintaining maximum fire protection)

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EXHIBIT G TO AGREEMENT
PERMIT FORM

Date: _____ Location: _____

Nature of Work: _____ Equipment _____

Name: Permit Expires (within 24 hrs.) Time: _____

	Yes	No	N/A
PRECAUTIONS:			
Fire Sprinklers in service	____	____	____
Cutting/welding equipment in good repair	____	____	____
Fire Extinguisher on hand	____	____	____
PRECAUTIONS WITHIN 35' OF WORK:			
Floors free of combustibles	____	____	____
Combustible floors protected	____	____	____
Flammable liquids removed or protected	____	____	____
Explosive atmosphere in area eliminated	____	____	____
All walls and floors opening covered	____	____	____
Fire resistant coverings under work	____	____	____
WORK ON WALLS, CEILINGS OR FLOORS:			
Construction is non-combustible	____	____	____
Combustibles moved away from other side of the wall	____	____	____
WORK ON ENCLOSED EQUIPMENT:			
Enclosed equipment cleared of all combustibles	____	____	____
Containers purged of flammable/combustible liquids and gases	____	____	____
FIRE WATCH:			
Fire watch will be maintained during and for at least 30 minutes after completion	____	____	____
Fire watcher is trained in use of this equipment and in sounding alarm	____	____	____
Fire watcher is supplied with appropriate fire extinguisher	____	____	____
Fire watcher checks affected, adjacent rooms	____	____	____

***Applicable items must be answered "yes" (or N/A) before permit is approved.**

External Contractor: Project/Number: _____
Project Coordinator: _____
Contractor Company Name: _____
Contractor Employee Rep.: _____

Approval

Supervisor: _____

Signature: _____

Contact Number: _____

Permit must be posted at jobsite.

Certificate Of Completion

Envelope Id: B76C5B84-7FFD-4090-B08B-2448E964F172 Status: Sent

Subject: Complete with Docusign: 4768 Agreement - Kearney Edit1.pdf, 4678 Agreement - Kearney Legal Sign...

EDMS Application: CC-AGRMTS

Source Envelope:

Document Pages: 44 Signatures: 1 Envelope Originator:

Certificate Pages: 5 Initials: 0 Saranna Davidson

AutoNav: Enabled PO Box 4008

EnvelopeId Stamping: Enabled Chandler, 85244

Time Zone: (UTC-07:00) Arizona Saranna.Davidson@chandleraz.gov

IP Address: 198.241.2.1

Record Tracking

Status: Original Holder: Saranna Davidson Location: DocuSign

11/26/2024 | 12:26 PM Saranna.Davidson@chandleraz.gov

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: City of Chandler Location: DocuSign

Signer Events	Signature	Timestamp
Phyllis Jones pjones@kearneyaz.com COO Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 97.125.252.234	Sent: 11/26/2024 | 12:44 PM Viewed: 11/26/2024 | 12:47 PM Signed: 11/26/2024 | 12:57 PM

Electronic Record and Signature Disclosure:
Accepted: 11/26/2024 | 12:47 PM
ID: 04f681f1-ca00-4ee0-b850-7d6ad2bc1da2

Records Division

Signing Group: Records Division

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Daniel Brown

Daniel.Brown@chandleraz.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 7/1/2021 | 08:17 AM
ID: 563d172a-e614-4b9b-b2a1-61a0afc8280a

Kevin Hartke

kevin.hartke@chandleraz.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 6/28/2021 | 11:17 AM
ID: 2531f230-027c-41f7-9166-1189df6a8c8f

Dana DeLong

Dana.DeLong@chandleraz.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 6/28/2021 | 01:03 PM ID: e796186e-c533-4a41-978c-34d69e29778a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Records Division		Sent: 11/26/2024 | 12:57 PM
Records Management Administrator City of Chandler Signing Group: Records Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Rosenda Contreras Rosenda.Contreras@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/30/2022 | 01:24 PM ID: fd43dfe1-51e8-4292-b795-54e27b662b8e		
Phyllis Jones pjones@kearneyaz.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/26/2024 | 12:47 PM ID: 04f681f1-ca00-4ee0-b850-7d6ad2bc1da2		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/26/2024 | 12:44 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Chandler (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Chandler:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: esignature@chandleraz.gov

To advise City of Chandler of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@chandleraz.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Chandler

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@chandleraz.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Chandler

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to esignature@chandleraz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Chandler as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Chandler during the course of your relationship with City of Chandler.

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City Clerk Document No. _____

City Council Meeting Date: December 12, 2024

CITY OF CHANDLER SERVICES AGREEMENT
ELECTRICAL MAINTENANCE, REPAIR, AND INSTALLATION SERVICES
CITY OF CHANDLER AGREEMENT NO. BF4-910-4768

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Commercial Comm and Electric 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 May 24, 2024, the City issued a solicitation for electrical maintenance, repair and installation services. Under the solicitation, the City proposes to enter into eight related agreements for electrical maintenance, repair and installation services in various amounts for the prices set forth in each electrical maintenance, repair and installation services agreement. Although the amount and type of electrical maintenance, repair and installation services purchased by the City may vary, the total sum for all eight electrical maintenance, repair and installation services agreements must not exceed $1,610,000.

B. City proposes to purchase electrical maintenance, repair and installation services 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:

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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 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 one year, and begins on December 9, 2024 and ends on December 8, 2025 unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. 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 the unit prices and amounts as more fully 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 any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee 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.

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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

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.

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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 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

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

5.6 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:

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For the City		For the Contractor	
Name:	Saranna Davidson	Name:	Tyler Parrott
Title:	Procurement Officer	Title:	President
Address:	175 South Arizona Avenue Chandler, AZ 85225	Address:	2836 W Deer Valley Rd. Phoenix, AZ 85027
Phone:	480 782-2406	Phone:	602 619-5841
Email:	saranna.davidson@chandleraz.gov	Email:	Hunter@ccearizona.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.).

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

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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 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.

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

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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 set forth in this Section constitute a material breach of this Agreement.

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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,

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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.

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

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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

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

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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 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)

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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.

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	FOR THE CONTRACTOR
By: _____	By: Hunter Lundstrom _____
Its: _____	Its: VICE PRESIDENT _____
Mayor	

APPROVED AS TO FORM:

By: _____
City Attorney JWB

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

1. INTRODUCTION

1.1. The City of Chandler is seeking the services of experienced and qualified licensed Electrical Contractors with proven expertise in electrical installations and repairs in accordance with the specifications herein. This service shall be provided, on an as-needed, if-needed basis.

1.2. The City of Chandler intends to award to multiple contractors in order to meet the needs of the City and reserves the right to request bids from awarded contractors.

1.3. In general, the scope of work for electrical services may include but not be limited to installation, repairs, upgrades, and routine maintenance to include supervision, labor, equipment, materials, tools, and transportation to complete all work. The scope of work will be divided into two major categories: 1) High Voltage Electrical Services and 2) Low Voltage Electrical Services.

1.4. Offerors are encouraged to submit proposals for single or multiple categories.

1.4.1. **High Voltage Electrical Services:** Defined as electrical services above 1000 Volts. Contractors bidding on this service must have the ability to work on overhead/underground wires, substations, transformers, and related equipment while energized. The following high voltage repairs and services are listed as minimum, but not limited to:

1.4.1.1. **Group 1:** Transformers, Addition and/or removal of oil, perform double test, Turn To Ratio test (TTR), Oil analysis/testing, Hypo testing, Mega-ohm testing, On-site gasket fabrication, Relay and Circuit Breaker testing, Switchgear repair/replacement/testing, Substations, maintenance, and repair.

1.4.1.2. **Group 2:** Underground and overhead cables repair and maintenance, Pole testing, Hardware and ground wire tightening, Pole, and hardware change-out, Transition inspection and repairs (i.e., arrestors, cutouts, fuses, jumpers, and connectors), Down guy/anchor repair and replacement, switching and grounding, Utility notification and coordination as necessary, Manhole entry, cleaning, repair, and manhole (underground) cable work, Distribution panels, repair, inspection, cleaning, and testing.

1.4.1.3. It is understood some of the services listed above cannot be performed by all high voltage service contractors, and therefore shall be subcontracted to a contractor specializing in that field. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

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1.4.2. **Low Voltage Electrical Services:** Defined as below 1000 Volts.

1.4.2.1. **Types of Service Work:** Air switches, Wire/cable replacement, transformers, switchgear and switchboard assemblies, distribution panels, circuit breakers, grounding systems, panel boards, disconnects, motor control centers, relay cabinets, variable speed drives (VFD), emergency and normal electrical power systems, lighting and lighting control systems, Lighting Retrofits, LED solutions, daylight harvesting, sports and controls systems, and other associated electrical equipment.

2. GENERAL VENDOR QUALIFICATIONS

2.1. Each Contractor assigned to this contract shall have the licenses, tools, equipment, materials, and technical ability to perform such services. Contractor shall provide all labor, supervision, transportation, equipment (including testing and all personal protection equipment), tools, and all effort necessary to make the required electrical systems repairs/retrofits, complete and operational.

2.2. Machinery/equipment that will be considered as additional cost and used directly to the electrical industry for the performance of normal electrical services, such as, but not limited to: Backhoes, Jackhammers, Concrete cutters, Excavators, Chain hoists, Man lifts (scissor lifts, forklifts, boom lifts, bucket trucks, etc.) These items (and other approved equipment), if rented from a rental contractor, will be allowed the rental charge plus an administrative mark-up cost per the contract awarded percentage of cost. If owned, the equipment shall be charged per the bid rate in the pricing section.

2.3. Contractor will be responsible to source all electrical parts/components/fixtures and equipment necessary in the repair or new installation of electrical and distribution systems. Exceptions may be, if in the best interest of the City, to utilize its own electrical commodity contract to source said supplies.

2.4. Replacement parts/fixtures shall be OEM and warranted for two (2) years unless longer warranties are available from manufacturers. All parts and electrical equipment provided by Contractor shall be new, except as otherwise stated on the drawings or specifications. All parts and electrical equipment shall be UL listed when such standards exist for the type of equipment. All electrical equipment and materials shall be furnished by the Contractor and shall be commercial quality and grade and be from a warrantied product line.

2.5. All electrical work shall comply with the requirements of the applicable edition of the National Electric Code and State/Local building codes.

2.6. All lighting and lighting system devices shall be manufactured, tested, and/or approved under the current applicable codes and standards for: ANSI, ASTM, BICSI, CSA, EIA, FCC, ISO, NEC, NEMA, and UL.

2.7. All work performed by the Contractor shall be subject to inspection and approval by the

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City.

2.8. Specifications for the work to be performed by Contractor and approved by the City shall be adhered to. Contractor may recommend alternate specifications or additional specifications for work; however, any alternate specification shall comply with all applicable rules, regulations, statutes, ordinances, codes, and standards. Contractor shall obtain approval from the City prior to using any alternate specifications for any work to be performed under the contract.

2.9. Prior to starting any work, the Contractor shall notify the City of any specification that conflicts with applicable rules, regulations, statutes, ordinances, codes, and standards, and offer an alternate solution that is in compliance with said rules.

2.10. When any aspect of a project is not covered by a specification, building code, or standard, the minimum standard for good and workmanlike construction shall be established usage, procedures and acceptable industry standards.

2.11. No products that contain asbestos fibers shall be used.

2.12. All work shall be accomplished in a manner to match adjacent existing work in the same area or on same elevation where practicable. Contractor will not make adjustments to or alter in any manner City's existing facilities without prior approval from City.

2.13. Upon request from the City, the Contractor shall obtain permits required for a job. The City shall reimburse the Contractor for actual cost of such permits. No amount for overhead and profit will be allowed for permits.

2.14. Prior to final acceptance of project completion, the Contractor shall provide the City a complete set of "as-built" system drawings and copies of operational manuals for all installed products and/or equipment.

2.15. Safety: Contractor shall be responsible for initiating, maintaining, and supervising all safety programs in connection with this work.

2.16. Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to the following:

2.16.1. All employees on the worksite and all other persons who may be affected thereby.

2.16.2. All the work, materials, and equipment to be incorporated therein.

2.16.3. Other properties at the site of, adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

2.16.4. Contractor must keep an acceptable E-Mod Rate determined by the City if requested.

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3. REMOVAL AND DISPOSAL

3.1. Contractor shall remove from the worksite and dispose of removed lighting fixtures, ballasts, and lamps as soon as possible in accordance with current applicable federal, state, and local codes.

3.2. Polychlorinated Byphenosis (PCB): Ballasts containing PCB shall be disposed of per current federal, state, and local codes. City's representative shall be notified immediately of any PCB that has leaked out from the ballast.

3.3. Contaminated Transformer Oils: Contractor shall follow all EPA regulations and ordinances regarding the disposal of contaminated oils from transformers.

4. SOLAR INSTALLATION AND MAINTENANCE

4.1. **General requirements include the following:**

4.1.1. Contractor shall separate photovoltaic (PV) source circuits and PV output circuits in the same raceway, cable tray, cable outlet box, junction box, or similar fitter as conductors, feeders, or branch circuits of the other non-PV systems. Contractor shall use correct means for identification of conductors, circuits, etc. at all points of termination, connection and splices. Connections to a module panel shall be arranged so that a potential removal does not interrupt a grounded conductor to other PV source circuits. Expansion joints should be utilized as necessary.

4.1.2. Contractor shall provide a detailed commissioning documentation to conclude installation.

5. ENERGY EFFICIENT LIGHTING INSTALLATIONS, PRODUCTS AND SERVICES

5.1. **General requirements include the following:**

5.1.1. New installations shall include, but not be limited to interior and exterior facility lighting; walkway lighting; parking lot lighting (including poles); street lighting (including poles); gymnasium lighting; indoor pool lighting; emergency lighting; auditorium lighting; stage lighting, traffic signals, airport applications, exterior athletic and sports field lighting and any other lighting applicable.

5.1.2. Energy efficient lighting installations, products, service, and repairs are requested for all lighting systems as listed herein.

5.1.3. Consulting services may include design; lighting and energy assessment; energy audit for lighting, and an evaluation of existing indoor and outdoor lighting systems. Consulting shall provide a solution to an energy saving solution or retrofit to reduce the overall consumption of energy for lighting systems. Contractor shall provide the information necessary for the City to properly assess the level of quality, construction components, compliance with applicable current state statutes, and/or the overall performance of the

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solution offered.

5.1.4. Contractor shall, upon request, submit manufacturer's product information sheets for the energy efficient lighting system and/or products to the City for approval before work begins. The manufacturer's product information sheet shall include model numbers, type, rating, size, style, and manufacturer's name.

5.1.5. Contractor shall provide energy efficient lighting system and materials that comply with current and applicable federal, state, local rebate programs for energy efficient lighting upon City's request.

5.1.6. Federal, state, and/or locally funded projects through grants, utility rebates, etc., shall comply with all requirements under the agreement to meet funding eligibility for the products and services. Contractor shall provide City the necessary documentation, such as lighting specifications, energy audit performed, etc. upon request.

5.1.7. Lamps shall comply as applicable with current Energy Independence and Security Act of 2007 (EISA) and current federal, state, and local codes if superseded. Contractor shall be responsible for monitoring and compliance with future regulations, codes, and laws.

5.1.8. Except for lamps and ballasts, the Contractor and the lighting system manufacturer(s) guarantee the usability of the lighting system installed is appropriate for the site conditions that exist and for the intended uses as identified in the project's scope of work for a minimum five (5) year period. Warranty shall commence on the date of final acceptance by the City's authorized representative. The warranty coverage shall not be limited to amount of usage.

5.1.9. Delamping services may be offered and shall not void any existing lighting fixture manufactures' warranties as applicable.

5.1.10. If requested by City, the contract vendor shall provide comprehensive training on the operation, use and testing of the installed products and/or equipment to personnel selected by the City. Any additional charges for training shall be included in the bid cost form.

5.1.11. The lighting system shall be accepted in writing only after a satisfactory test of the entire installed system, lighting components, and/or energy efficient lighting solutions in the presence of City's authorized representative.

6. RETROFIT/REPAIR OF EXISTING FIXTURES, LAMPS, AND BALLASTS

6.1. **General requirements include the following:**

6.1.1. Contractor shall offer lines of replacement fluorescent lamps that contain low-level mercury content, LED alternate lighting solutions of the latest design, or

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other current alternate energy saving fixture and lighting replacements.

6.1.2. Compact fluorescent lamps (CFL) and LEDs shall be available as an alternative for replacement of current lighting. CFL's shall be UL listed and have a minimum rated average life of 10,000 hours. LEDs shall have a minimum 2-year driver and/or cooling fan and lamp warranty.

6.1.3. Contractor shall provide the City with mounting hardware, and any other components required for energy efficient lighting installations. Contractor shall also provide any manufacturers' requirements and/or recommendations for the installation and/or retrofit applications.

6.1.4. Electronic ballasts shall be physically interchangeable with standard magnetic core and coil ballasts.

7. EMERGENCY AND EXIT LIGHTING

7.1. General requirements include the following:

7.1.1. Emergency and exit lighting installations, retrofits, and/or repairs shall comply with current applicable CFR, NEC, NFPA, and OSHA requirements. Contractor shall notify City's authorized representative when existing lighting does not conform to those requirements and requires upgrades per federal, state, or local codes.

7.1.2. All fluorescent emergency ballasts shall meet or exceed all current NEC and NFPA requirements for emergency operations.

7.1.3. All replacement, repair or retrofit of fixtures, lamps, ballasts or batteries shall meet current applicable federal, state and local codes and CFR, NEC, NFPA, and OSHA requirements for emergency and exit lighting.

8. LIGHTING CONTROLS

8.1. General requirements include the following:

8.1.1. Lighting controls shall include, but not be limited to occupancy, temperature, remote, automatic, dusk-to-dawn, time, astronomical, etc.

8.1.2. Contractor may provide control systems and solutions that allow City to add future expansion and/or functions.

8.1.3. Lighting control systems shall not interfere, disable, disengage, or conflict in any manner with City's current facility security, burglar, fire (alarm, suppression, and control), or any other integrated system. Contractor shall not conjoin into these systems in any manner without written approval from the City and the presence of an authorized representative's technician for these systems during the installation and/or system initiation. Failure to comply with this requirement in any manner may be grounds for immediate

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cancellation of an awarded contract.

8.1.4. Lighting control systems and solutions shall include City training for operation and addition of future expansion and/or functions as applicable.

9. SCHEDULING REQUIREMENTS

9.1. The Contractor shall have the ability to create and manage numerous individual accounts for order placement, billing, and reporting purposes.

9.2. The Contractor shall coordinate all repair/installation schedules with the City's point of contact before beginning work. All electrical connections requiring a power outage shall be made during an approved time limit and must be coordinated by the City's point of contact.

9.3. The Contractor shall be prepared with well-maintained equipment inventory/materials and satisfactory transportation for delivery at the work site to meet the customer demand and delivery requirements.

9.4. Services shall be made available to 365 days per year.

9.5. Labor rates bid shall include all direct labor and burden, equipment, small tools, common expendables. Labor rates shall be divided into the following categories:

9.6. Regular Service: work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding holidays.

9.6.1. After Hours: work performed after 6:00 PM and before 6:00 AM the next morning.

9.6.2. Weekends & Holidays: work performed Saturday, Sunday, or during a holiday.

9.6.3. Due to the nature of public sector agencies, response time for a requested service shall be four (4) hours (on-site) after Contractor receives request from the City for REGULAR SERVICE, and four (4) hour response on-site for calls AFTER HOURS. There shall also be a two (2) hour on-site response for any call during REGULAR or AFTER HOURS, if requested as an EMERGENCY.

9.6.4. Deviations and exceptions to the hours listed above must be disclosed in offeror's response if offeror is unable to meet these requirements of the contract. Deviations and exceptions may be cause for an offeror to be considered non-responsive and/or rejection of the bid.

10. ORDERING AND JOB COMPLETION PROCESS

10.1. The following is a listing of the requirements the ensuing contractor(s) must comply with when completing work under this contract:

10.2. **Request for Service:** The City will notify the contractor of the need for electrical services

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to include but not limited to preventative maintenance, repair, replacement or emergency services. Request for proposal for the provision/installation of a specific scope of work will be issued by the City.

10.2.1. This shall be requested at the sole discretion of the City of Chandler and may be requested of multiple Contractors. This shall not be construed by the Contractor to be a guarantee that the work will be awarded to the Contractor.

10.2.2. At the time of the request, the Contractor shall inform the City of Chandler if the Contractor elects to decline the request. The Contractor shall provide a written statement stating the reasons for declining within 3 business days.

10.2.3. At the time of the request, the City of Chandler and the Contractor shall agree on a date and time to conduct a pre-proposal inspection at the site of the project. The pre-proposal inspection shall occur within 10 business days of the request. While the City of Chandler shall attempt to find a mutually agreeable date and time for the pre-proposal inspection, the date and time of the inspection shall be conducted at the convenience of the City of Chandler.

10.2.4. **Correspondences:** Please include work order number on all correspondences if provided by the City.

10.2.5. **Site Visit:** Dependent upon the complexity/nature of the project, a predetermined and/or pre-identified site visit may be held by the City to ensure the contractor(s) are aware of important issues regarding the project site conditions, security procedures, work responsibilities, loading and unloading restrictions, etc. to ensure accurate cost estimates.

10.2.6. **Project Proposals:** After a site review of the project, contractor shall submit the project proposal to the City within the specified time frame. The submitted project proposal is to be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the City that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract number and approved by the City prior to authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment.

10.2.7. **Purchase Order:** Based on the Contractor's proposal, if acceptable in accordance with contract terms and conditions, a purchase order will be issued by the City.

10.2.8. **Delivery and Installation:** Contractor will notify the City when material has been received and provide a proposed project completion date. Installation shall start within seven (5) working days after material is received. Installations will not start without prior approval of the City's authorized representative. Contractor shall assign a supervisor or contact person for each job who has the ability to communicate with City's designated point of contact.

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10.2.8.1. Secure all materials and equipment on the site.

10.2.8.2. Perform all electrical projects in full compliance with specific Electrical Project Price Proposal, Preventative Maintenance Proposal, Notice to Proceed, emergency repairs estimate, and all relevant technical and applicable manufacturer specifications in a good workmanlike manner.

10.2.8.3. Be fully responsible of the ways, means, methods, techniques, procedures, and for performance and enforcement of safety requirements relating to the project.

10.2.8.4. Comply with the City of Chandler's Hot Work Policy (attached). Designate one person on each crew to perform a daily fire watch. The designated crew City shall watch for fires or smoldering materials. Continue the fire watch for 30 minutes after hot work has been suspended for the day.

10.2.8.5. Comply with all relevant standards and code requirements for erection of structurally adequate site, work, street, or other barricading. Where appropriate and needed, provide lighting, including flashing red or amber lights.

10.2.8.6. Conduct work during the hours indicated on the Notice to Proceed. Work may either be conducted during normal business hours, after hours, weekends, or holidays.

10.2.8.7. Provide a minimum five (5) days' notice to the City and manufacturer prior to commencing any work and notify both parties on a daily basis of any change in work schedule.

10.2.8.8. Direct and coordinate the work of all subcontractors to create general cooperation between trades and facilitate expeditious progress of work.

10.2.8.9. Confine workers, apparatus, the storage of materials, and operations of his workmen to the limits indicated by law, ordinances, permits, or directions of the City representative, and not unreasonably encumber the premises with materials or equipment.

10.2.8.10. Coordinate and schedule in writing after verbal consultation no less than 3 business days in advance with the City of Chandler or Electricians any required utility outage and switch-over. Include in the advance notice (1) the date and time for the switch over to occur, (2) estimated total time of the outage or switch over, (3) identify systems to be impacted by the switch over, (4) identify the contractor performing the work. Any outages or switchovers of utilities that may cause impact to the Facility being repaired shall

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be required to be done when the building is not occupied. The City representative will have the final approval of date and time of all outages.

10.2.8.11. Prevent access by the public to materials, tools, and equipment.

10.2.8.12. Complete, to the City's full satisfaction, all job site clean-up including building interior, exterior and landscaping where affected by the construction. Remove all debris daily from the project site and take to a legal dumping area authorized to receive such materials. At the conclusion of the project, clean the work site of rubbish, litter, and other foreign substances. Sweep paved areas broom clean, remove stains, spills and other foreign deposits.

10.2.8.13. Comply with regulations for safety standards for cleaning. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

10.2.8.14. Coordinate with the City disposition of any extra, left-over material of value remaining after completion of the work that shall become the City's property.

10.2.8.15. Ensure the regular and periodic inspection, review, and approval by the City of Chandler and by the appropriate manufacturer representatives of all phases of work requiring such inspection.

10.2.8.16. Correct, upon the direction of the City of Chandler or manufacturer representative, any work or work-related condition, determined by any of the parties to require correction.

10.2.8.17. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.

10.2.8.18. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

10.2.8.19. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.

10.2.8.20. Inspect products upon delivery to ensure compliance with the Manufacturers' Standards and Requirements, and to ensure that products are undamaged and properly protected.

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10.2.8.21. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated.

10.2.8.22. Request in advance from the City of Chandler electrical and water service for use during the project for project-related requirements only. Electric and water costs shall be paid by the City; however, the Contractor shall pay for unanticipated or excessive water usage as determined by the City of Chandler.

10.2.9. **Completion of Services:** After completion of services, the Contractor will email the City's designated point of contact a photograph copy of completed work along with any required reporting within 24 hours of completing services.

11. INVOICING

11.1. After completion of services, the Contractor shall submit an invoice to the City. All invoicing for Time and Materials shall include:

11.1.1. Purchase Order number.
11.1.2. Work Order number (if supplied by the City)
11.1.3. Terms as per bid
11.1.4. Contract number.
11.1.5. Job site name and location
11.1.6. Description of work performed.
11.1.7. Total labor hours
11.1.8. Labor rate as per bid
11.1.9. Itemized materials
11.1.10. Tax on materials only.
11.1.11. Total

11.2. *Rented equipment charges (submitted with a copy of the invoice from rental firm) shall not add additional sales tax other than what the rental firm has posted.

11.3. All invoicing for Project work shall include:

11.3.1. Purchase order number.
11.3.2. Terms as per bid
11.3.3. Contract number.
11.3.4. Job site name and location
11.3.5. Project description
11.3.6. Project cost
11.3.7. Change order cost (if applicable)
11.3.8. If change orders have been implemented – must be separately line-itemed priced.
11.3.9. Grand total of invoice
11.3.10. Invoicing that does not have all the required information as listed above may be sent back to contractor for corrections, delaying payment to Contractor.

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12. PAYMENT AFTER JOB COMPLETION

12.1. Payment shall not be provided until inspection is completed and an approval signature is provided by authorized City representative. In case of non-satisfactory completion of any individual project, the City reserves the right to withhold payment as permissible by law.

12.2. Progress Payments - Contractor may make progress payments under the following conditions:

12.2.1. City and Contractor agree to the terms of the progress payments prior to issuing a purchase order.
12.2.2. Purchase order describes the amounts or percentages and the dates or frequency of payments.
12.2.3. Payments are made in full compliance with City's local governing entity rules.

13. DELIVERY

13.1. It shall be the Contractor's responsibility to meet the City's delivery requirements, as called for in the Technical Specifications.

13.2. Emergency or rush deliveries requested by the City that require special shipping and handling charges may be at the City's expense, but only with prior written approval from the City. Emergency or rush shipping charges shall be added to an invoice as a separate line item.

13.3. In the event emergency or rush delivery is required as the result of a Contractor's error, all shipping and handling charges shall be paid by the Contractor.

13.4. The City reserves the right to examine freight cost and route shipments with their own contracted carrier.

13.5. Under no circumstances shall the Contractor increase their profit margin through shipping charges.

14. COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS

14.1. All work must comply with EPA, OSHA, and any local regulations in effect at each service occurrence. Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments. If the Contractor is found to be not in compliance with said Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the Contractor may be placed on suspension until such non-compliant issues are rectified.

14.2. The Offeror must hold a valid license issued by the State of Arizona Registrar of Contractors prior to submission of a proposal and must maintain same throughout the duration of the contract term and any subsequent contract extensions. Failure to maintain said license may be grounds for default of the contract and subsequent termination.

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15. IDENTIFICATION OF FINANCIAL RESOURCES

15.1. Offerors will make the City aware of any financial incentives that may be available as a result of the purchase and installation of electrical equipment (i.e.: rebates, funding, credits, buyback programs, etc.)

15.2. Offerors will assist the City to secure financial incentives when available.

16. CITY'S RESPONSIBILITIES

16.1. The City of Chandler will designate one or more Representatives to oversee Contractor work. These City Representatives may be present during any electrical projects, to perform certain functions, assisting the Contractor as appropriate, monitoring Contractor performance, consult with and be advised by manufacturer representatives, review, accept, or decline to accept the work performed by the Contractor, and ensure overall contract compliance.

16.2. The City of Chandler designated representative(s) shall:

16.2.1. Serve as the primary City contact(s) for electrical projects and repairs for buildings that are the responsibility of their respective department. (Building & Facilities)

16.2.2. Collaborate with the Contractor to develop electrical project specifications.

16.2.3. Coordinate on-site pre-project proposals and meet with the Contractor at the project location/site on the specified date and time scheduled for commencement of project or repair.

16.2.4. Review, decline, or approve Electrical Project proposals.

16.2.5. Develop and submit Notices to Proceed for all work.

16.2.6. Provide or coordinate Contractor access to work sites, buildings, yards, etc. to facilitate the work, and resolve any unanticipated access issues. Assign as necessary facility access keys as needed for access to the electrical rooms and/or building facilities. Contractors will bear a financial burden, should keys be lost during the construction of a job.

16.2.7. Consult with the Contractor in advance and during the course of all electrical projects to ensure the work progresses and is completed to the full satisfaction of the City.

16.2.8. Consult with manufacturer representatives to verify proper product uses and application.

16.2.9. Conduct routine and periodic inspections at their convenience of the work of the contractor at any time during the project.

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16.2.10. Consider any recommendations or suggestions made by the Contractor during the project regarding any aspect of the project that may deviate from the approved project specifications or notice to proceed and approve or decline to approve any such recommendations or suggestions.

16.2.11. Review, approve, or decline to accept work at any phase of the electrical project, and direct the Contractor to correct any deficient processes, products, applications, or other Contractor actions.

16.2.12. Act as liaison with primary building contact to inform occupants of the work, minimize disruption to public services or the work of building occupants, resolve problems, respond to building occupant complaints, inform occupants of actions that may disrupt the work of building occupants or interfere with public service (such as electrical shutdown, etc.), and notify occupants of project completion.

16.2.13. Provide other assistance to the Contractor as necessary and appropriate to expedite the project.

17. EMPLOYEE REQUIREMENTS

17.1. The Contractor shall designate a management or supervisory individual to act as Company Representative who shall be responsible for and have authority to act in overseeing and supervising Contractor Technician(s), be available at the request of the City to inspect work, meet and discuss work, resolve performance issues, and to provide technical advice, consultation, or input as requested by the City. The Company Representative shall be available at all times via telephone and shall be able to respond within 48 hours to requests for meetings or consultation, and within 2 hours to emergencies as determined by the FM Contract representative.

17.2. The Contractor shall ensure that all Contractor employees and personnel conduct themselves in a professional manner, and maintain positive, open, respectful and constructive communication with City staff, and the public. The Contractor shall ensure that all employees wear photo identification badges that clearly show the Contractor's company name and the first and last name of the employee. Contractor employees must always wear these identification badges while on a City of Chandler job site.

17.3. Contractor shall provide portable restroom facilities for their workers, to be placed on-site as directed by the City of Chandler if applicable.

17.4. The Contractor shall ensure that all Contractor employees and personnel, while working at City buildings or sites, or otherwise engaged in performing work for the City, are not under the influence of alcohol, drugs or other intoxicants, do not engage in any illegal activities, and are not in possession of weapons.

17.5. The Contractor shall immediately remove at the direction of the City of Chandler, or other City staff, any of employee or worker from current and future assignment to work at City buildings or sites in response to the City representatives' determination that the

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Contractor employee is incompetent, abusive, disorderly, disrespectful, ineffective, inefficient, in possession of or under the influence of intoxicants or narcotics, or in possession weapons. The City reserves the right to have Contractor employees removed with the assistance of contract security or the appropriate law enforcement agency.

18. OTHER REQUIREMENTS

18.1. The Contractor shall be knowledgeable of, and obtain any and all licenses, permits, certifications or other relevant documents and authorizations required to perform any work under this contract, and provide evidence of such to the City of Chandler upon request.

18.2. The Contractor shall pay any and all taxes, charges and fees that are necessary or required.

18.3. The Contractor shall provide workmanship that is of the highest professional and industry standard by performing all work in strict accordance with any and all applicable codes, work standards, manufacturer specifications, and any legal, regulatory or industry requirement or standard.

18.4. The Contractor shall conduct work in strict adherence to all applicable professional and legal safety standards and requirements, particularly any Occupational Safety and Health Administration (OSHA) requirements.

19. MONITORING CONTRACTOR PERFORMANCE

19.1. The Contractor shall fully and always cooperate with the City of Chandler contract compliance function to ensure that the City receives all contracted services, and that the Contractor is paid promptly and fully for work performed to the City's satisfaction.

19.2. The City of Chandler may utilize any or all of the following steps when monitoring Contractor performance.

19.2.1. On-Site Monitoring: Conduct visual on-site work performance during all electrical projects, using observation, discussion, and technical consultation.

19.2.2. Inspection of Equipment, Parts, Materials, Supplies: Inspection or testing of any and all equipment, parts, materials, supplies, or services provided by the Contractor to verify contact compliance. Inspections may be done with the assistance of manufacturer representatives.

19.2.3. Testing of Equipment: Conduct Independent testing, or have tested by an outside third party, any equipment, parts, materials, supplies, installations, repairs, services to verify equipment specification and performance.

19.2.4. Independent Inspection or Audit: Notwithstanding any other audit clause in this contract, the City of Chandler may at any time conduct a review, inspection or audit of the Contractor's performance related to any contract requirement, independent of any contract compliance activities conducted by

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others.

19.2.5. Informal Discussion: The City of Chandler shall attempt to resolve non-critical contract performance issues promptly and informally at the first level through a discussion with on-site Contractor technicians. Matters unresolved will be escalated to the City of Chandler Management.

19.2.6. Reporting Deficient Performance to the Contractor: The City of Chandler Management will contact Contractor, requesting follow-up action to resolve the performance matter. The City of Chandler Management and Contractor may meet to discuss, and resolve noted instances of deficient contract performance. The purpose of this step is to informally but promptly give the Contractor the opportunity to correct deficient performance.

19.2.7. Unresolved Performance Issues: Performance issues that have not been fully resolved and corrected by the Contractor shall be referred to the City of Chandler Procurement Department for remedy action.

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EXHIBIT B TO AGREEMENT
PRICE PROPOSAL

Section 1 – Hourly Rates

	Journey Level/ Supervisory	Apprentice	Laborer
Regular Hours	$75.00/hour	$60.00/hour	$50.00/hour
After Hours	$75.00/hour	$60.00/hour	$50.00/hour
Emergency Response Regular Hours	$80.00/hour	$65.00/hour	$55.00/hour
Emergency Response After Hours	$80.00/hour	$65.00/hour	$55.00/hour

Definition of terms:
Journey Level or Supervisory = Certified with 4+ years of experience
Apprentice = Certified with 2+ years of experience
Laborer = Non-certified or helper

Section 2 – Mark Up

Materials	10%
Rented equipment	10%
Other (specify)	%
Other (specify)	%

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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 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

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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 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.

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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

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 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

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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.

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.

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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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Performance and Payment Bonds.

At the time City issues Notice of Contract Award, Contractor must provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Contract Price.

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

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

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

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

Please see Exhibit E and F for Performance and Payment Bond forms.

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EXHIBIT E TO AGREEMENT

PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Bond amount)

KNOW ALL MEN BY THESE PRESENTS: That, _____ (hereinafter called the Principal), as Principal, and _____ a corporation organized and existing under the law of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Chandler, County of Maricopa, State of Arizona, in the amount of _____Dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severely, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, Dated the _____ day of _____, _____, for **Electrical Maintenance, Repair, and Installation, BF2-910-4768**, which Contract 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 said Principal shall faithfully perform and fulfill all the undertakings, covenants terms, conditions, and agreements of said contract during the original term of said Contract and any extensions thereof, with or without notice to the Surety, and during the life of any warranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of conditions of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this ____ day of _____, 2020.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

BY _____

_____
SURETY SEAL

_____

_____
AGENT ADDRESS

Docusign Envelope ID: 6D06AA5D-4FE0-430E-B2DB-93EA3CDC8C89

EXHIBIT F TO AGREEMENT

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 Contract 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 the City of Chandler, (hereinafter "Obligee") County of Maricopa, State of Arizona, in the amount of _____ _____ Dollars ($_____), for the payment whereof, the said 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 Contract with the City of Chandler, dated the _____ _____ day of _____ , 20___, for **Electrical Maintenance, Repair, and Installation Services, BF2-910-4768,** which Contract 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 OBLICATION 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 contract, 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 shall 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 shall 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

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Hot Work Permit Procedure

A hot work permit is required in advance of any work requiring heat or open flame to complete within a city facility. Hot work procedures include welding, torch cutting, grinding, brazing, flame soldering, hot tar projects, portable gas procedures and other work where there is potential for fire.

The Hot work Permit form will be filled out after analysis of hot work area is done. It is then reviewed by the supervisor to ensure the proper precautions have been documented on the Hot Work Permit. The permit is then posted adjacent to the work area and when the job is completed it removed and the supervisor retains the permit for a period of one year.

Jobs will be terminated when they are outside of the constraints and procedures indicated on the Hot Work Permit. The permit will be maintained in effect during the time a fire watch is required.

Other issues that may need to be considered include:

1) Whether or not it is a confined space (see “confined space permit”)
2) Whether shielding (e.g., UV rays, sparks) to protect workers other than the welder is needed.
3) PPE for welder such as proper welding hood, gloves, chaps, etc.
4) How fire alarm and suppression systems will be handled (e.g., minimizing false alarms while maintaining maximum fire protection)

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EXHIBIT G TO AGREEMENT
PERMIT FORM

Date: _____ Location: _____

Nature of Work: _____ Equipment _____

Name: Permit Expires (within 24 hrs.) Time: _____

	Yes	No	N/A
PRECAUTIONS:			
Fire Sprinklers in service	____	____	____
Cutting/welding equipment in good repair	____	____	____
Fire Extinguisher on hand	____	____	____
PRECAUTIONS WITHIN 35' OF WORK:			
Floors free of combustibles	____	____	____
Combustible floors protected	____	____	____
Flammable liquids removed or protected	____	____	____
Explosive atmosphere in area eliminated	____	____	____
All walls and floors opening covered	____	____	____
Fire resistant coverings under work	____	____	____
WORK ON WALLS, CEILINGS OR FLOORS:			
Construction is non-combustible	____	____	____
Combustibles moved away from other side of the wall	____	____	____
WORK ON ENCLOSED EQUIPMENT:			
Enclosed equipment cleared of all combustibles	____	____	____
Containers purged of flammable/combustible liquids and gases	____	____	____
FIRE WATCH:			
Fire watch will be maintained during and for at least 30 minutes after completion	____	____	____
Fire watcher is trained in use of this equipment and in sounding alarm	____	____	____
Fire watcher is supplied with appropriate fire extinguisher	____	____	____
Fire watcher checks affected, adjacent rooms	____	____	____

***Applicable items must be answered "yes" (or N/A) before permit is approved.**

External Contractor: Project/Number: _____
Project Coordinator: _____
Contractor Company Name: _____
Contractor Employee Rep.: _____

Approval

Supervisor: _____

Signature: _____

Contact Number: _____

Permit must be posted at jobsite.

Certificate Of Completion

Envelope Id: 6D06AA5D-4FE0-430E-B2DB-93EA3CDC8C89 Status: Sent

Subject: Complete with Docusign: 4768 Agreement - Commercial Edit1.pdf, 4678 Agreement - Commercial Lega...

EDMS Application: CC-AGRMTS

Source Envelope:

Document Pages: 43 Signatures: 1 Envelope Originator:

Certificate Pages: 5 Initials: 0 Saranna Davidson

AutoNav: Enabled PO Box 4008

EnvelopeId Stamping: Enabled Chandler, 85244

Time Zone: (UTC-07:00) Arizona Saranna.Davidson@chandleraz.gov

IP Address: 198.241.2.1

Record Tracking

Status: Original Holder: Saranna Davidson Location: DocuSign

11/26/2024 | 01:34 PM Saranna.Davidson@chandleraz.gov

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: City of Chandler Location: DocuSign

Signer Events	Signature	Timestamp
Hunter Lundstrom Hunter@ccearizona.com VICE PRESIDENT Security Level: Email, Account Authentication (None)	Hunter Lundstrom Signature Adoption: Pre-selected Style Using IP Address: 70.184.98.163	Sent: 11/26/2024 | 02:10 PM Resent: 12/2/2024 | 08:35 AM Resent: 12/2/2024 | 12:59 PM Viewed: 12/2/2024 | 02:34 PM Signed: 12/2/2024 | 02:34 PM
Electronic Record and Signature Disclosure: Accepted: 12/2/2024 | 02:34 PM ID: 8d646e29-793f-4a40-abf2-d696cac3fa54		
Records Division Signing Group: Records Division Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Daniel Brown Daniel.Brown@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 7/1/2021 | 08:17 AM ID: 563d172a-e614-4b9b-b2a1-61a0afc8280a		
Kevin Hartke kevin.hartke@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 6/28/2021 | 11:17 AM ID: 2531f230-027c-41f7-9166-1189df6a8c8f		
Dana DeLong Dana.DeLong@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 6/28/2021 | 01:03 PM ID: e796186e-c533-4a41-978c-34d69e29778a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Records Division		Sent: 12/2/2024 | 02:34 PM
Records Management Administrator City of Chandler Signing Group: Records Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Rosenda Contreras Rosenda.Contreras@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/30/2022 | 01:24 PM ID: fd43dfe1-51e8-4292-b795-54e27b662b8e		
Hunter Lundstrom Hunter@ccearizona.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/2/2024 | 02:34 PM ID: 8d646e29-793f-4a40-abf2-d696cac3fa54		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/26/2024 | 02:10 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Chandler (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Chandler:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: esignature@chandleraz.gov

To advise City of Chandler of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@chandleraz.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Chandler

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@chandleraz.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Chandler

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to esignature@chandleraz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Chandler as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Chandler during the course of your relationship with City of Chandler.

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City Clerk Document No. _____

City Council Meeting Date: December 12, 2024

CITY OF CHANDLER SERVICES AGREEMENT
ELECTRICAL MAINTENANCE, REPAIR, AND INSTALLATION SERVICES
CITY OF CHANDLER AGREEMENT NO. BF4-910-4768

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Henry Bros., Inc. DBA DECA Southwest, 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 May 24, 2024, the City issued a solicitation for electrical maintenance, repair and installation services. Under the solicitation, the City proposes to enter into eight related agreements for electrical maintenance, repair and installation services in various amounts for the prices set forth in each electrical maintenance, repair and installation services agreement. Although the amount and type of electrical maintenance, repair and installation services purchased by the City may vary, the total sum for all eight electrical maintenance, repair and installation services agreements must not exceed $1,610,000.

B. City proposes to purchase electrical maintenance, repair and installation services 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:

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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 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 one year, and begins on December 9, 2024 and ends on December 8, 2025 unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. 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 the unit prices and amounts as more fully 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 any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee 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.

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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

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.

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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 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

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

5.6 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:

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For the City		For the Contractor	
Name:	Saranna Davidson	Name:	Collin Stevenson
Title:	Procurement Officer	Title:	General Manager
Address:	175 South Arizona Avenue Chandler, AZ 85225	Address:	1404 West San Pedro Street Gilbert, AZ 85233
Phone:	480 782-2406	Phone:	602 399-1932
Email:	saranna.davidson@chandleraz.gov	Email:	collin.stevenson@decasw.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.).

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

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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 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.

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

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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 set forth in this Section constitute a material breach of this Agreement.

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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,

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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.

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

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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

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

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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 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)

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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.

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	FOR THE CONTRACTOR
By: _____	By: Collin Stevenson _____
Its: _____	Its: General Manager _____
Mayor	

APPROVED AS TO FORM:

By: _____
City Attorney JWB

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

1. INTRODUCTION

1.1. The City of Chandler is seeking the services of experienced and qualified licensed Electrical Contractors with proven expertise in electrical installations and repairs in accordance with the specifications herein. This service shall be provided, on an as-needed, if-needed basis.

1.2. The City of Chandler intends to award to multiple contractors in order to meet the needs of the City and reserves the right to request bids from awarded contractors.

1.3. In general, the scope of work for electrical services may include but not be limited to installation, repairs, upgrades, and routine maintenance to include supervision, labor, equipment, materials, tools, and transportation to complete all work. The scope of work will be divided into two major categories: 1) High Voltage Electrical Services and 2) Low Voltage Electrical Services.

1.4. Offerors are encouraged to submit proposals for single or multiple categories.

1.4.1. **High Voltage Electrical Services:** Defined as electrical services above 1000 Volts. Contractors bidding on this service must have the ability to work on overhead/underground wires, substations, transformers, and related equipment while energized. The following high voltage repairs and services are listed as minimum, but not limited to:

1.4.1.1. **Group 1:** Transformers, Addition and/or removal of oil, perform double test, Turn To Ratio test (TTR), Oil analysis/testing, Hypo testing, Mega-ohm testing, On-site gasket fabrication, Relay and Circuit Breaker testing, Switchgear repair/replacement/testing, Substations, maintenance, and repair.

1.4.1.2. **Group 2:** Underground and overhead cables repair and maintenance, Pole testing, Hardware and ground wire tightening, Pole, and hardware change-out, Transition inspection and repairs (i.e., arrestors, cutouts, fuses, jumpers, and connectors), Down guy/anchor repair and replacement, switching and grounding, Utility notification and coordination as necessary, Manhole entry, cleaning, repair, and manhole (underground) cable work, Distribution panels, repair, inspection, cleaning, and testing.

1.4.1.3. It is understood some of the services listed above cannot be performed by all high voltage service contractors, and therefore shall be subcontracted to a contractor specializing in that field. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

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1.4.2. **Low Voltage Electrical Services:** Defined as below 1000 Volts.

1.4.2.1. **Types of Service Work:** Air switches, Wire/cable replacement, transformers, switchgear and switchboard assemblies, distribution panels, circuit breakers, grounding systems, panel boards, disconnects, motor control centers, relay cabinets, variable speed drives (VFD), emergency and normal electrical power systems, lighting and lighting control systems, Lighting Retrofits, LED solutions, daylight harvesting, sports and controls systems, and other associated electrical equipment.

2. GENERAL VENDOR QUALIFICATIONS

2.1. Each Contractor assigned to this contract shall have the licenses, tools, equipment, materials, and technical ability to perform such services. Contractor shall provide all labor, supervision, transportation, equipment (including testing and all personal protection equipment), tools, and all effort necessary to make the required electrical systems repairs/retrofits, complete and operational.

2.2. Machinery/equipment that will be considered as additional cost and used directly to the electrical industry for the performance of normal electrical services, such as, but not limited to: Backhoes, Jackhammers, Concrete cutters, Excavators, Chain hoists, Man lifts (scissor lifts, forklifts, boom lifts, bucket trucks, etc.) These items (and other approved equipment), if rented from a rental contractor, will be allowed the rental charge plus an administrative mark-up cost per the contract awarded percentage of cost. If owned, the equipment shall be charged per the bid rate in the pricing section.

2.3. Contractor will be responsible to source all electrical parts/components/fixtures and equipment necessary in the repair or new installation of electrical and distribution systems. Exceptions may be, if in the best interest of the City, to utilize its own electrical commodity contract to source said supplies.

2.4. Replacement parts/fixtures shall be OEM and warranted for two (2) years unless longer warranties are available from manufacturers. All parts and electrical equipment provided by Contractor shall be new, except as otherwise stated on the drawings or specifications. All parts and electrical equipment shall be UL listed when such standards exist for the type of equipment. All electrical equipment and materials shall be furnished by the Contractor and shall be commercial quality and grade and be from a warrantied product line.

2.5. All electrical work shall comply with the requirements of the applicable edition of the National Electric Code and State/Local building codes.

2.6. All lighting and lighting system devices shall be manufactured, tested, and/or approved under the current applicable codes and standards for: ANSI, ASTM, BICSI, CSA, EIA, FCC, ISO, NEC, NEMA, and UL.

2.7. All work performed by the Contractor shall be subject to inspection and approval by the City.

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2.8. Specifications for the work to be performed by Contractor and approved by the City shall be adhered to. Contractor may recommend alternate specifications or additional specifications for work; however, any alternate specification shall comply with all applicable rules, regulations, statutes, ordinances, codes, and standards. Contractor shall obtain approval from the City prior to using any alternate specifications for any work to be performed under the contract.

2.9. Prior to starting any work, the Contractor shall notify the City of any specification that conflicts with applicable rules, regulations, statutes, ordinances, codes, and standards, and offer an alternate solution that is in compliance with said rules.

2.10. When any aspect of a project is not covered by a specification, building code, or standard, the minimum standard for good and workmanlike construction shall be established usage, procedures and acceptable industry standards.

2.11. No products that contain asbestos fibers shall be used.

2.12. All work shall be accomplished in a manner to match adjacent existing work in the same area or on same elevation where practicable. Contractor will not make adjustments to or alter in any manner City's existing facilities without prior approval from City.

2.13. Upon request from the City, the Contractor shall obtain permits required for a job. The City shall reimburse the Contractor for actual cost of such permits. No amount for overhead and profit will be allowed for permits.

2.14. Prior to final acceptance of project completion, the Contractor shall provide the City a complete set of "as-built" system drawings and copies of operational manuals for all installed products and/or equipment.

2.15. Safety: Contractor shall be responsible for initiating, maintaining, and supervising all safety programs in connection with this work.

2.16. Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to the following:

2.16.1. All employees on the worksite and all other persons who may be affected thereby.

2.16.2. All the work, materials, and equipment to be incorporated therein.

2.16.3. Other properties at the site of, adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

2.16.4. Contractor must keep an acceptable E-Mod Rate determined by the City if requested.

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3. REMOVAL AND DISPOSAL

3.1. Contractor shall remove from the worksite and dispose of removed lighting fixtures, ballasts, and lamps as soon as possible in accordance with current applicable federal, state, and local codes.

3.2. Polychlorinated Byphenosis (PCB): Ballasts containing PCB shall be disposed of per current federal, state, and local codes. City's representative shall be notified immediately of any PCB that has leaked out from the ballast.

3.3. Contaminated Transformer Oils: Contractor shall follow all EPA regulations and ordinances regarding the disposal of contaminated oils from transformers.

4. SOLAR INSTALLATION AND MAINTENANCE

4.1. **General requirements include the following:**

4.1.1. Contractor shall separate photovoltaic (PV) source circuits and PV output circuits in the same raceway, cable tray, cable outlet box, junction box, or similar fitter as conductors, feeders, or branch circuits of the other non-PV systems. Contractor shall use correct means for identification of conductors, circuits, etc. at all points of termination, connection and splices. Connections to a module panel shall be arranged so that a potential removal does not interrupt a grounded conductor to other PV source circuits. Expansion joints should be utilized as necessary.

4.1.2. Contractor shall provide a detailed commissioning documentation to conclude installation.

5. ENERGY EFFICIENT LIGHTING INSTALLATIONS, PRODUCTS AND SERVICES

5.1. **General requirements include the following:**

5.1.1. New installations shall include, but not be limited to interior and exterior facility lighting; walkway lighting; parking lot lighting (including poles); street lighting (including poles); gymnasium lighting; indoor pool lighting; emergency lighting; auditorium lighting; stage lighting, traffic signals, airport applications, exterior athletic and sports field lighting and any other lighting applicable.

5.1.2. Energy efficient lighting installations, products, service, and repairs are requested for all lighting systems as listed herein.

5.1.3. Consulting services may include design; lighting and energy assessment; energy audit for lighting, and an evaluation of existing indoor and outdoor lighting systems. Consulting shall provide a solution to an energy saving solution or retrofit to reduce the overall consumption of energy for lighting systems. Contractor shall provide the information necessary for the City to properly assess the level of quality, construction components, compliance with applicable current state statutes, and/or the overall

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performance of the solution offered.

5.1.4. Contractor shall, upon request, submit manufacturer's product information sheets for the energy efficient lighting system and/or products to the City for approval before work begins. The manufacturer's product information sheet shall include model numbers, type, rating, size, style, and manufacturer's name.

5.1.5. Contractor shall provide energy efficient lighting system and materials that comply with current and applicable federal, state, local rebate programs for energy efficient lighting upon City's request.

5.1.6. Federal, state, and/or locally funded projects through grants, utility rebates, etc., shall comply with all requirements under the agreement to meet funding eligibility for the products and services. Contractor shall provide City the necessary documentation, such as lighting specifications, energy audit performed, etc. upon request.

5.1.7. Lamps shall comply as applicable with current Energy Independence and Security Act of 2007 (EISA) and current federal, state, and local codes if superseded. Contractor shall be responsible for monitoring and compliance with future regulations, codes, and laws.

5.1.8. Except for lamps and ballasts, the Contractor and the lighting system manufacturer(s) guarantee the usability of the lighting system installed is appropriate for the site conditions that exist and for the intended uses as identified in the project's scope of work for a minimum five (5) year period. Warranty shall commence on the date of final acceptance by the City's authorized representative. The warranty coverage shall not be limited to amount of usage.

5.1.9. Delamping services may be offered and shall not void any existing lighting fixture manufactures' warranties as applicable.

5.1.10. If requested by City, the contract vendor shall provide comprehensive training on the operation, use and testing of the installed products and/or equipment to personnel selected by the City. Any additional charges for training shall be included in the bid cost form.

5.1.11. The lighting system shall be accepted in writing only after a satisfactory test of the entire installed system, lighting components, and/or energy efficient lighting solutions in the presence of City's authorized representative.

6. RETROFIT/REPAIR OF EXISTING FIXTURES, LAMPS, AND BALLASTS

6.1. General requirements include the following:

6.1.1. Contractor shall offer lines of replacement fluorescent lamps that contain low-level mercury content, LED alternate lighting solutions of the latest design, or other current alternate energy saving fixture and lighting replacements.

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6.1.2. Compact fluorescent lamps (CFL) and LEDs shall be available as an alternative for replacement of current lighting. CFL's shall be UL listed and have a minimum rated average life of 10,000 hours. LEDs shall have a minimum 2-year driver and/or cooling fan and lamp warranty.

6.1.3. Contractor shall provide the City with mounting hardware, and any other components required for energy efficient lighting installations. Contractor shall also provide any manufacturers' requirements and/or recommendations for the installation and/or retrofit applications.

6.1.4. Electronic ballasts shall be physically interchangeable with standard magnetic core and coil ballasts.

7. EMERGENCY AND EXIT LIGHTING

7.1. General requirements include the following:

7.1.1. Emergency and exit lighting installations, retrofits, and/or repairs shall comply with current applicable CFR, NEC, NFPA, and OSHA requirements. Contractor shall notify City's authorized representative when existing lighting does not conform to those requirements and requires upgrades per federal, state, or local codes.

7.1.2. All fluorescent emergency ballasts shall meet or exceed all current NEC and NFPA requirements for emergency operations.

7.1.3. All replacement, repair or retrofit of fixtures, lamps, ballasts or batteries shall meet current applicable federal, state and local codes and CFR, NEC, NFPA, and OSHA requirements for emergency and exit lighting.

8. LIGHTING CONTROLS

8.1. General requirements include the following:

8.1.1. Lighting controls shall include, but not be limited to occupancy, temperature, remote, automatic, dusk-to-dawn, time, astronomical, etc.

8.1.2. Contractor may provide control systems and solutions that allow City to add future expansion and/or functions.

8.1.3. Lighting control systems shall not interfere, disable, disengage, or conflict in any manner with City's current facility security, burglar, fire (alarm, suppression, and control), or any other integrated system. Contractor shall not conjoin into these systems in any manner without written approval from the City and the presence of an authorized representative's technician for these systems during the installation and/or system initiation. Failure to comply with this requirement in any manner may be grounds for immediate cancellation of an awarded contract.

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8.1.4. Lighting control systems and solutions shall include City training for operation and addition of future expansion and/or functions as applicable.

9. SCHEDULING REQUIREMENTS

9.1. The Contractor shall have the ability to create and manage numerous individual accounts for order placement, billing, and reporting purposes.

9.2. The Contractor shall coordinate all repair/installation schedules with the City's point of contact before beginning work. All electrical connections requiring a power outage shall be made during an approved time limit and must be coordinated by the City's point of contact.

9.3. The Contractor shall be prepared with well-maintained equipment inventory/materials and satisfactory transportation for delivery at the work site to meet the customer demand and delivery requirements.

9.4. Services shall be made available to 365 days per year.

9.5. Labor rates bid shall include all direct labor and burden, equipment, small tools, common expendables. Labor rates shall be divided into the following categories:

9.6. Regular Service: work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding holidays.

9.6.1. After Hours: work performed after 6:00 PM and before 6:00 AM the next morning.

9.6.2. Weekends & Holidays: work performed Saturday, Sunday, or during a holiday.

9.6.3. Due to the nature of public sector agencies, response time for a requested service shall be four (4) hours (on-site) after Contractor receives request from the City for REGULAR SERVICE, and four (4) hour response on-site for calls AFTER HOURS. There shall also be a two (2) hour on-site response for any call during REGULAR or AFTER HOURS, if requested as an EMERGENCY.

9.6.4. Deviations and exceptions to the hours listed above must be disclosed in offeror's response if offeror is unable to meet these requirements of the contract. Deviations and exceptions may be cause for an offeror to be considered non-responsive and/or rejection of the bid.

10. ORDERING AND JOB COMPLETION PROCESS

10.1. The following is a listing of the requirements the ensuing contractor(s) must comply with when completing work under this contract:

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10.2. **Request for Service:** The City will notify the contractor of the need for electrical services to include but not limited to preventative maintenance, repair, replacement or emergency services. Request for proposal for the provision/installation of a specific scope of work will be issued by the City.

10.2.1. This shall be requested at the sole discretion of the City of Chandler and may be requested of multiple Contractors. This shall not be construed by the Contractor to be a guarantee that the work will be awarded to the Contractor.

10.2.2. At the time of the request, the Contractor shall inform the City of Chandler if the Contractor elects to decline the request. The Contractor shall provide a written statement stating the reasons for declining within 3 business days.

10.2.3. At the time of the request, the City of Chandler and the Contractor shall agree on a date and time to conduct a pre-proposal inspection at the site of the project. The pre-proposal inspection shall occur within 10 business days of the request. While the City of Chandler shall attempt to find a mutually agreeable date and time for the pre-proposal inspection, the date and time of the inspection shall be conducted at the convenience of the City of Chandler.

10.2.4. **Correspondences:** Please include work order number on all correspondences if provided by the City.

10.2.5. **Site Visit:** Dependent upon the complexity/nature of the project, a predetermined and/or pre-identified site visit may be held by the City to ensure the contractor(s) are aware of important issues regarding the project site conditions, security procedures, work responsibilities, loading and unloading restrictions, etc. to ensure accurate cost estimates.

10.2.6. **Project Proposals:** After a site review of the project, contractor shall submit the project proposal to the City within the specified time frame. The submitted project proposal is to be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the City that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract number and approved by the City prior to authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment.

10.2.7. **Purchase Order:** Based on the Contractor's proposal, if acceptable in accordance with contract terms and conditions, a purchase order will be issued by the City.

10.2.8. **Delivery and Installation:** Contractor will notify the City when material has been received and provide a proposed project completion date. Installation shall start within seven (5) working days after material is received. Installations will not start without prior approval of the City's authorized representative. Contractor shall assign a supervisor or contact person for each job who has the ability to communicate with

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City's designated point of contact.

10.2.8.1. Secure all materials and equipment on the site.

10.2.8.2. Perform all electrical projects in full compliance with specific Electrical Project Price Proposal, Preventative Maintenance Proposal, Notice to Proceed, emergency repairs estimate, and all relevant technical and applicable manufacturer specifications in a good workmanlike manner.

10.2.8.3. Be fully responsible of the ways, means, methods, techniques, procedures, and for performance and enforcement of safety requirements relating to the project.

10.2.8.4. Comply with the City of Chandler's Hot Work Policy (attached). Designate one person on each crew to perform a daily fire watch. The designated crew City shall watch for fires or smoldering materials. Continue the fire watch for 30 minutes after hot work has been suspended for the day.

10.2.8.5. Comply with all relevant standards and code requirements for erection of structurally adequate site, work, street, or other barricading. Where appropriate and needed, provide lighting, including flashing red or amber lights.

10.2.8.6. Conduct work during the hours indicated on the Notice to Proceed. Work may either be conducted during normal business hours, after hours, weekends, or holidays.

10.2.8.7. Provide a minimum five (5) days' notice to the City and manufacturer prior to commencing any work and notify both parties on a daily basis of any change in work schedule.

10.2.8.8. Direct and coordinate the work of all subcontractors to create general cooperation between trades and facilitate expeditious progress of work.

10.2.8.9. Confine workers, apparatus, the storage of materials, and operations of his workmen to the limits indicated by law, ordinances, permits, or directions of the City representative, and not unreasonably encumber the premises with materials or equipment.

10.2.8.10. Coordinate and schedule in writing after verbal consultation no less than 3 business days in advance with the City of Chandler or Electricians any required utility outage and switch-over. Include in the advance notice (1) the date and time for the switch over to occur, (2) estimated total time of the outage or switch over, (3) identify systems to be impacted by the switch over, (4) identify the contractor performing the work. Any outages or switchovers of utilities that may cause impact to the Facility being repaired shall be required to be done when the building is not occupied.

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The City representative will have the final approval of date and time of all outages.

10.2.8.11. Prevent access by the public to materials, tools, and equipment.

10.2.8.12. Complete, to the City's full satisfaction, all job site clean-up including building interior, exterior and landscaping where affected by the construction. Remove all debris daily from the project site and take to a legal dumping area authorized to receive such materials. At the conclusion of the project, clean the work site of rubbish, litter, and other foreign substances. Sweep paved areas broom clean, remove stains, spills and other foreign deposits.

10.2.8.13. Comply with regulations for safety standards for cleaning. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

10.2.8.14. Coordinate with the City disposition of any extra, left-over material of value remaining after completion of the work that shall become the City's property.

10.2.8.15. Ensure the regular and periodic inspection, review, and approval by the City of Chandler and by the appropriate manufacturer representatives of all phases of work requiring such inspection.

10.2.8.16. Correct, upon the direction of the City of Chandler or manufacturer representative, any work or work-related condition, determined by any of the parties to require correction.

10.2.8.17. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.

10.2.8.18. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

10.2.8.19. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.

10.2.8.20. Inspect products upon delivery to ensure compliance with the Manufacturers' Standards and Requirements, and to ensure that products are undamaged and properly protected.

10.2.8.21. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated.

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10.2.8.22. Request in advance from the City of Chandler electrical and water service for use during the project for project-related requirements only. Electric and water costs shall be paid by the City; however, the Contractor shall pay for unanticipated or excessive water usage as determined by the City of Chandler.

10.2.9. **Completion of Services:** After completion of services, the Contractor will email the City's designated point of contact a photograph copy of completed work along with any required reporting within 24 hours of completing services.

11. INVOICING

11.1. After completion of services, the Contractor shall submit an invoice to the City. All invoicing for Time and Materials shall include:

11.1.1. Purchase Order number.
11.1.2. Work Order number (if supplied by the City)
11.1.3. Terms as per bid
11.1.4. Contract number.
11.1.5. Job site name and location
11.1.6. Description of work performed.
11.1.7. Total labor hours
11.1.8. Labor rate as per bid
11.1.9. Itemized materials
11.1.10. Tax on materials only.
11.1.11. Total

11.2. *Rented equipment charges (submitted with a copy of the invoice from rental firm) shall not add additional sales tax other than what the rental firm has posted.

11.3. All invoicing for Project work shall include:

11.3.1. Purchase order number.
11.3.2. Terms as per bid
11.3.3. Contract number.
11.3.4. Job site name and location
11.3.5. Project description
11.3.6. Project cost
11.3.7. Change order cost (if applicable)
11.3.8. If change orders have been implemented – must be separately line-itemed priced.
11.3.9. Grand total of invoice
11.3.10. Invoicing that does not have all the required information as listed above may be sent back to contractor for corrections, delaying payment to Contractor.

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12. PAYMENT AFTER JOB COMPLETION

12.1. Payment shall not be provided until inspection is completed and an approval signature is provided by authorized City representative. In case of non-satisfactory completion of any individual project, the City reserves the right to withhold payment as permissible by law.

12.2. Progress Payments - Contractor may make progress payments under the following conditions:

12.2.1. City and Contractor agree to the terms of the progress payments prior to issuing a purchase order.
12.2.2. Purchase order describes the amounts or percentages and the dates or frequency of payments.
12.2.3. Payments are made in full compliance with City's local governing entity rules.

13. DELIVERY

13.1. It shall be the Contractor's responsibility to meet the City's delivery requirements, as called for in the Technical Specifications.

13.2. Emergency or rush deliveries requested by the City that require special shipping and handling charges may be at the City's expense, but only with prior written approval from the City. Emergency or rush shipping charges shall be added to an invoice as a separate line item.

13.3. In the event emergency or rush delivery is required as the result of a Contractor's error, all shipping and handling charges shall be paid by the Contractor.

13.4. The City reserves the right to examine freight cost and route shipments with their own contracted carrier.

13.5. Under no circumstances shall the Contractor increase their profit margin through shipping charges.

14. COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS

14.1. All work must comply with EPA, OSHA, and any local regulations in effect at each service occurrence. Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments. If the Contractor is found to be not in compliance with said Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the Contractor may be placed on suspension until such non-compliant issues are rectified.

14.2. The Offeror must hold a valid license issued by the State of Arizona Registrar of Contractors prior to submission of a proposal and must maintain same throughout the duration of the contract term and any subsequent contract extensions. Failure to maintain said license may be grounds for default of the contract and subsequent termination.

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15. IDENTIFICATION OF FINANCIAL RESOURCES

15.1. Offerors will make the City aware of any financial incentives that may be available as a result of the purchase and installation of electrical equipment (i.e.: rebates, funding, credits, buyback programs, etc.)

15.2. Offerors will assist the City to secure financial incentives when available.

16. CITY'S RESPONSIBILITIES

16.1. The City of Chandler will designate one or more Representatives to oversee Contractor work. These City Representatives may be present during any electrical projects, to perform certain functions, assisting the Contractor as appropriate, monitoring Contractor performance, consult with and be advised by manufacturer representatives, review, accept, or decline to accept the work performed by the Contractor, and ensure overall contract compliance.

16.2. The City of Chandler designated representative(s) shall:

16.2.1. Serve as the primary City contact(s) for electrical projects and repairs for buildings that are the responsibility of their respective department. (Building & Facilities)

16.2.2. Collaborate with the Contractor to develop electrical project specifications.

16.2.3. Coordinate on-site pre-project proposals and meet with the Contractor at the project location/site on the specified date and time scheduled for commencement of project or repair.

16.2.4. Review, decline, or approve Electrical Project proposals.

16.2.5. Develop and submit Notices to Proceed for all work.

16.2.6. Provide or coordinate Contractor access to work sites, buildings, yards, etc. to facilitate the work, and resolve any unanticipated access issues. Assign as necessary facility access keys as needed for access to the electrical rooms and/or building facilities. Contractors will bear a financial burden, should keys be lost during the construction of a job.

16.2.7. Consult with the Contractor in advance and during the course of all electrical projects to ensure the work progresses and is completed to the full satisfaction of the City.

16.2.8. Consult with manufacturer representatives to verify proper product uses and application.

16.2.9. Conduct routine and periodic inspections at their convenience of the work of the contractor at any time during the project.

16.2.10. Consider any recommendations or suggestions made by the Contractor during the

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project regarding any aspect of the project that may deviate from the approved project specifications or notice to proceed and approve or decline to approve any such recommendations or suggestions.

16.2.11. Review, approve, or decline to accept work at any phase of the electrical project, and direct the Contractor to correct any deficient processes, products, applications, or other Contractor actions.

16.2.12. Act as liaison with primary building contact to inform occupants of the work, minimize disruption to public services or the work of building occupants, resolve problems, respond to building occupant complaints, inform occupants of actions that may disrupt the work of building occupants or interfere with public service (such as electrical shutdown, etc.), and notify occupants of project completion.

16.2.13. Provide other assistance to the Contractor as necessary and appropriate to expedite the project.

17. EMPLOYEE REQUIREMENTS

17.1. The Contractor shall designate a management or supervisory individual to act as Company Representative who shall be responsible for and have authority to act in overseeing and supervising Contractor Technician(s), be available at the request of the City to inspect work, meet and discuss work, resolve performance issues, and to provide technical advice, consultation, or input as requested by the City. The Company Representative shall be available at all times via telephone and shall be able to respond within 48 hours to requests for meetings or consultation, and within 2 hours to emergencies as determined by the FM Contract representative.

17.2. The Contractor shall ensure that all Contractor employees and personnel conduct themselves in a professional manner, and maintain positive, open, respectful and constructive communication with City staff, and the public. The Contractor shall ensure that all employees wear photo identification badges that clearly show the Contractor's company name and the first and last name of the employee. Contractor employees must always wear these identification badges while on a City of Chandler job site.

17.3. Contractor shall provide portable restroom facilities for their workers, to be placed on-site as directed by the City of Chandler if applicable.

17.4. The Contractor shall ensure that all Contractor employees and personnel, while working at City buildings or sites, or otherwise engaged in performing work for the City, are not under the influence of alcohol, drugs or other intoxicants, do not engage in any illegal activities, and are not in possession of weapons.

17.5. The Contractor shall immediately remove at the direction of the City of Chandler, or other City staff, any of employee or worker from current and future assignment to work at City buildings or sites in response to the City representatives' determination that the Contractor employee is incompetent, abusive, disorderly, disrespectful, ineffective, inefficient, in possession of or under the influence of intoxicants or narcotics, or in possession weapons. The City reserves the right

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to have Contractor employees removed with the assistance of contract security or the appropriate law enforcement agency.

18. OTHER REQUIREMENTS

18.1. The Contractor shall be knowledgeable of, and obtain any and all licenses, permits, certifications or other relevant documents and authorizations required to perform any work under this contract, and provide evidence of such to the City of Chandler upon request.

18.2. The Contractor shall pay any and all taxes, charges and fees that are necessary or required.

18.3. The Contractor shall provide workmanship that is of the highest professional and industry standard by performing all work in strict accordance with any and all applicable codes, work standards, manufacturer specifications, and any legal, regulatory or industry requirement or standard.

18.4. The Contractor shall conduct work in strict adherence to all applicable professional and legal safety standards and requirements, particularly any Occupational Safety and Health Administration (OSHA) requirements.

19. MONITORING CONTRACTOR PERFORMANCE

19.1. The Contractor shall fully and always cooperate with the City of Chandler contract compliance function to ensure that the City receives all contracted services, and that the Contractor is paid promptly and fully for work performed to the City's satisfaction.

19.2. The City of Chandler may utilize any or all of the following steps when monitoring Contractor performance.

19.2.1. On-Site Monitoring: Conduct visual on-site work performance during all electrical projects, using observation, discussion, and technical consultation.

19.2.2. Inspection of Equipment, Parts, Materials, Supplies: Inspection or testing of any and all equipment, parts, materials, supplies, or services provided by the Contractor to verify contact compliance. Inspections may be done with the assistance of manufacturer representatives.

19.2.3. Testing of Equipment: Conduct Independent testing, or have tested by an outside third party, any equipment, parts, materials, supplies, installations, repairs, services to verify equipment specification and performance.

19.2.4. Independent Inspection or Audit: Notwithstanding any other audit clause in this contract, the City of Chandler may at any time conduct a review, inspection or audit of the Contractor's performance related to any contract requirement, independent of any contract compliance activities conducted by others.

19.2.5. Informal Discussion: The City of Chandler shall attempt to resolve non-critical

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contract performance issues promptly and informally at the first level through a discussion with on-site Contractor technicians. Matters unresolved will be escalated to the City of Chandler Management.

19.2.6. Reporting Deficient Performance to the Contractor: The City of Chandler Management will contact Contractor, requesting follow-up action to resolve the performance matter. The City of Chandler Management and Contractor may meet to discuss, and resolve noted instances of deficient contract performance. The purpose of this step is to informally but promptly give the Contractor the opportunity to correct deficient performance.

19.2.7. Unresolved Performance Issues: Performance issues that have not been fully resolved and corrected by the Contractor shall be referred to the City of Chandler Procurement Department for remedy action.

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EXHIBIT B TO AGREEMENT
PRICE PROPOSAL

Section 1 – Hourly Rates

	Journey Level/ Supervisory	Apprentice	Laborer
Regular Hours	$100.00/hour	$70.00/hour	$70.00/hour
After Hours	$100.00/hour	$70.00/hour	$70.00/hour
Emergency Response Regular Hours	$150.00/hour	$150.00/hour	$100.00/hour
Emergency Response After Hours	$150.00/hour	$150.00/hour	$100.00/hour

Definition of terms:
Journey Level or Supervisory = Certified with 4+ years of experience
Apprentice = Certified with 2+ years of experience
Laborer = Non-certified or helper

Section 2 – Mark Up

Materials	25%
Rented equipment	25%
Other (specify)	%
Other (specify)	%

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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 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

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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 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.

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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

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 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

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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.

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.

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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.

Remainder of this page intentionally blank.

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Performance and Payment Bonds.

At the time City issues Notice of Contract Award, Contractor must provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Contract Price.

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

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

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

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

Please see Exhibit E and F for Performance and Payment Bond forms.

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EXHIBIT E TO AGREEMENT

PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Bond amount)

KNOW ALL MEN BY THESE PRESENTS: That, _____ (hereinafter called the Principal), as Principal, and _____ a corporation organized and existing under the law of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Chandler, County of Maricopa, State of Arizona, in the amount of _____Dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severely, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, Dated the _____ day of _____, _____, for **Electrical Maintenance, Repair, and Installation, BF2-910-4768**, which Contract 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 said Principal shall faithfully perform and fulfill all the undertakings, covenants terms, conditions, and agreements of said contract during the original term of said Contract and any extensions thereof, with or without notice to the Surety, and during the life of any warranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of conditions of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this ____ day of _____, 2020.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

BY _____

_____
SURETY SEAL

_____

_____
AGENT ADDRESS

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EXHIBIT F TO AGREEMENT

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 Contract 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 the City of Chandler, (hereinafter "Obligee") County of Maricopa, State of Arizona, in the amount of _____ _____ Dollars ($_____), for the payment whereof, the said 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 Contract with the City of Chandler, dated the _____ _____ day of _____ , 20___, for **Electrical Maintenance, Repair, and Installation Services, BF2-910-4768,** which Contract 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 OBLICATION 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 contract, 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 shall 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 shall 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

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Hot Work Permit Procedure

A hot work permit is required in advance of any work requiring heat or open flame to complete within a city facility. Hot work procedures include welding, torch cutting, grinding, brazing, flame soldering, hot tar projects, portable gas procedures and other work where there is potential for fire.

The Hot work Permit form will be filled out after analysis of hot work area is done. It is then reviewed by the supervisor to ensure the proper precautions have been documented on the Hot Work Permit. The permit is then posted adjacent to the work area and when the job is completed it removed and the supervisor retains the permit for a period of one year.

Jobs will be terminated when they are outside of the constraints and procedures indicated on the Hot Work Permit. The permit will be maintained in effect during the time a fire watch is required.

Other issues that may need to be considered include:

1) Whether or not it is a confined space (see “confined space permit”)
2) Whether shielding (e.g., UV rays, sparks) to protect workers other than the welder is needed.
3) PPE for welder such as proper welding hood, gloves, chaps, etc.
4) How fire alarm and suppression systems will be handled (e.g., minimizing false alarms while maintaining maximum fire protection)

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EXHIBIT G TO AGREEMENT
PERMIT FORM

Date: _____ Location: _____

Nature of Work: _____ Equipment _____

Name: Permit Expires (within 24 hrs.) Time: _____

	Yes	No	N/A
PRECAUTIONS:			
Fire Sprinklers in service	____	____	____
Cutting/welding equipment in good repair	____	____	____
Fire Extinguisher on hand	____	____	____
PRECAUTIONS WITHIN 35' OF WORK:			
Floors free of combustibles	____	____	____
Combustible floors protected	____	____	____
Flammable liquids removed or protected	____	____	____
Explosive atmosphere in area eliminated	____	____	____
All walls and floors opening covered	____	____	____
Fire resistant coverings under work	____	____	____
WORK ON WALLS, CEILINGS OR FLOORS:			
Construction is non-combustible	____	____	____
Combustibles moved away from other side of the wall	____	____	____
WORK ON ENCLOSED EQUIPMENT:			
Enclosed equipment cleared of all combustibles	____	____	____
Containers purged of flammable/combustible liquids and gases	____	____	____
FIRE WATCH:			
Fire watch will be maintained during and for at least 30 minutes after completion	____	____	____
Fire watcher is trained in use of this equipment and in sounding alarm	____	____	____
Fire watcher is supplied with appropriate fire extinguisher	____	____	____
Fire watcher checks affected, adjacent rooms	____	____	____

***Applicable items must be answered "yes" (or N/A) before permit is approved.**

External Contractor: Project/Number: _____
Project Coordinator: _____
Contractor Company Name: _____
Contractor Employee Rep.: _____

Approval

Supervisor: _____

Signature: _____

Contact Number: _____

Permit must be posted at jobsite.

Certificate Of Completion

Envelope Id: D2ECFB07-EE5D-4104-84BA-9CB5EBCE40B7 Status: Sent

Subject: Complete with Docusign: 4768 Agreement - DECA Edit1.pdf, 4678 Agreement - DECA Legal Signed.pdf

EDMS Application: CC-AGRMTS

Source Envelope:

Document Pages: 43 Signatures: 1 Envelope Originator:

Certificate Pages: 5 Initials: 0 Saranna Davidson

AutoNav: Enabled PO Box 4008

EnvelopeId Stamping: Enabled Chandler, 85244

Time Zone: (UTC-07:00) Arizona Saranna.Davidson@chandleraz.gov

IP Address: 198.241.2.1

Record Tracking

Status: Original Holder: Saranna Davidson Location: DocuSign

11/26/2024 | 01:22 PM Saranna.Davidson@chandleraz.gov

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: City of Chandler Location: DocuSign

Signer Events	Signature	Timestamp
Collin Stevenson collin.stevenson@decasw.com General Manager Security Level: Email, Account Authentication (None)	Collin Stevenson Signature Adoption: Pre-selected Style Using IP Address: 72.203.241.108	Sent: 11/26/2024 | 01:28 PM Resent: 12/2/2024 | 08:35 AM Viewed: 12/2/2024 | 09:34 AM Signed: 12/2/2024 | 09:46 AM
Electronic Record and Signature Disclosure: Accepted: 12/2/2024 | 09:34 AM ID: 78b4cad6-6438-4901-825b-078e37166d29		
Records Division Signing Group: Records Division Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Daniel Brown Daniel.Brown@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 7/1/2021 | 08:17 AM ID: 563d172a-e614-4b9b-b2a1-61a0afc8280a		
Kevin Hartke kevin.hartke@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 6/28/2021 | 11:17 AM ID: 2531f230-027c-41f7-9166-1189df6a8c8f		
Dana DeLong Dana.DeLong@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 6/28/2021 | 01:03 PM ID: e796186e-c533-4a41-978c-34d69e29778a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Records Division		Sent: 12/2/2024 | 09:46 AM
Records Management Administrator City of Chandler Signing Group: Records Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Rosenda Contreras Rosenda.Contreras@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/30/2022 | 01:24 PM ID: fd43dfe1-51e8-4292-b795-54e27b662b8e		
Collin Stevenson collin.stevenson@decasw.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/2/2024 | 09:34 AM ID: 78b4cad6-6438-4901-825b-078e37166d29		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/26/2024 | 01:28 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Chandler (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Chandler:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: esignature@chandleraz.gov

To advise City of Chandler of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@chandleraz.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Chandler

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@chandleraz.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Chandler

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to esignature@chandleraz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Chandler as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Chandler during the course of your relationship with City of Chandler.

Docusign Envelope ID: 9B62123D-6380-4E0C-AD32-E403D5B7048F

City Clerk Document No. _____

City Council Meeting Date: December 12, 2024

CITY OF CHANDLER SERVICES AGREEMENT
ELECTRICAL MAINTENANCE, REPAIR, AND INSTALLATION SERVICES
CITY OF CHANDLER AGREEMENT NO. BF4-910-4768

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and ABM Electrical Power Services, LLC, a Delaware 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 May 24, 2024, the City issued a solicitation for electrical maintenance, repair and installation services. Under the solicitation, the City proposes to enter into eight related agreements for electrical maintenance, repair and installation services in various amounts for the prices set forth in each electrical maintenance, repair and installation services agreement. Although the amount and type of electrical maintenance, repair and installation services purchased by the City may vary, the total sum for all eight electrical maintenance, repair and installation services agreements must not exceed $1,610,000.

B. City proposes to purchase electrical maintenance, repair and installation services 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.

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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 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 one year, and begins on December 9, 2024, and ends on December 8, 2025, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. 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 IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees must not exceed the unit prices and amounts as more fully 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 any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods

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furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee 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.

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

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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 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.

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

5.6 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.

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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:	Saranna Davidson	Name: Peter Darby
Title:	Procurement Officer	Title: Sr. Business Development Manager
Address:	175 South Arizona Avenue Chandler, AZ 85225	Address: 14141 Southwest Freeway, Suite 477 Sugarland, TX 77478
Phone:	480 782-2406	Phone: 480 347-6082
Email:	saranna.davidson@chandleraz.gov	Email: Peter.Darby@abm.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 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 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.

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

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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 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

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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 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

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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.

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.

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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

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.

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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 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.

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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.

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

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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.

Remainder of this page intentionally blank.

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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: Frank Ceci _____
Its: _____	Its: Vice President _____
Mayor	

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

1. INTRODUCTION

1.1. The City of Chandler is seeking the services of experienced and qualified licensed Electrical Contractors with proven expertise in electrical installations and repairs in accordance with the specifications herein. This service shall be provided, on an as-needed, if-needed basis.

1.2. The City of Chandler intends to award to multiple contractors in order to meet the needs of the City and reserves the right to request bids from awarded contractors.

1.3. In general, the scope of work for electrical services may include but not be limited to installation, repairs, upgrades, and routine maintenance to include supervision, labor, equipment, materials, tools, and transportation to complete all work. The scope of work will be divided into two major categories: 1) High Voltage Electrical Services and 2) Low Voltage Electrical Services.

1.4. Offerors are encouraged to submit proposals for single or multiple categories.

1.4.1. **High Voltage Electrical Services:** Defined as electrical services above 1000 Volts. Contractors bidding on this service must have the ability to work on overhead/underground wires, substations, transformers, and related equipment while energized. The following high voltage repairs and services are listed as minimum, but not limited to:

1.4.1.1. **Group 1:** Transformers, Addition and/or removal of oil, perform double test, Turn To Ratio test (TTR), Oil analysis/testing, Hypo testing, Mega-ohm testing, On-site gasket fabrication, Relay and Circuit Breaker testing, Switchgear repair/replacement/testing, Substations, maintenance, and repair.

1.4.1.2. **Group 2:** Underground and overhead cables repair and maintenance, Pole testing, Hardware and ground wire tightening, Pole, and hardware change-out, Transition inspection and repairs (i.e., arrestors, cutouts, fuses, jumpers, and connectors), Down guy/anchor repair and replacement, switching and grounding, Utility notification and coordination as necessary, Manhole entry, cleaning, repair, and manhole (underground) cable work, Distribution panels, repair, inspection, cleaning, and testing.

1.4.1.3. It is understood some of the services listed above cannot be performed by all high voltage service contractors, and therefore shall be subcontracted to a contractor specializing in that field. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

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1.4.2. **Low Voltage Electrical Services:** Defined as below 1000 Volts.

1.4.2.1. **Types of Service Work:** Air switches, Wire/cable replacement, transformers, switchgear and switchboard assemblies, distribution panels, circuit breakers, grounding systems, panel boards, disconnects, motor control centers, relay cabinets, variable speed drives (VFD), emergency and normal electrical power systems, lighting and lighting control systems, Lighting Retrofits, LED solutions, daylight harvesting, sports and controls systems, and other associated electrical equipment.

2. GENERAL VENDOR QUALIFICATIONS

2.1. Each Contractor assigned to this contract shall have the licenses, tools, equipment, materials, and technical ability to perform such services. Contractor shall provide all labor, supervision, transportation, equipment (including testing and all personal protection equipment), tools, and all effort necessary to make the required electrical systems repairs/retrofits, complete and operational.

2.2. Machinery/equipment that will be considered as additional cost and used directly to the electrical industry for the performance of normal electrical services, such as, but not limited to: Backhoes, Jackhammers, Concrete cutters, Excavators, Chain hoists, Man lifts (scissor lifts, forklifts, boom lifts, bucket trucks, etc.) These items (and other approved equipment), if rented from a rental contractor, will be allowed the rental charge plus an administrative mark-up cost per the contract awarded percentage of cost. If owned, the equipment shall be charged per the bid rate in the pricing section.

2.3. Contractor will be responsible to source all electrical parts/components/fixtures and equipment necessary in the repair or new installation of electrical and distribution systems. Exceptions may be, if in the best interest of the City, to utilize its own electrical commodity contract to source said supplies.

2.4. Replacement parts/fixtures shall be OEM and warranted for two (2) years unless longer warranties are available from manufacturers. All parts and electrical equipment provided by Contractor shall be new, except as otherwise stated on the drawings or specifications. All parts and electrical equipment shall be UL listed when such standards exist for the type of equipment. All electrical equipment and materials shall be furnished by the Contractor and shall be commercial quality and grade and be from a warrantied product line.

2.5. All electrical work shall comply with the requirements of the applicable edition of the National Electric Code and State/Local building codes.

2.6. All lighting and lighting system devices shall be manufactured, tested, and/or approved under the current applicable codes and standards for: ANSI, ASTM, BICSI, CSA, EIA, FCC, ISO, NEC, NEMA, and UL.

2.7. All work performed by the Contractor shall be subject to inspection and approval by the City.

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2.8. Specifications for the work to be performed by Contractor and approved by the City shall be adhered to. Contractor may recommend alternate specifications or additional specifications for work; however, any alternate specification shall comply with all applicable rules, regulations, statutes, ordinances, codes, and standards. Contractor shall obtain approval from the City prior to using any alternate specifications for any work to be performed under the contract.

2.9. Prior to starting any work, the Contractor shall notify the City of any specification that conflicts with applicable rules, regulations, statutes, ordinances, codes, and standards, and offer an alternate solution that is in compliance with said rules.

2.10. When any aspect of a project is not covered by a specification, building code, or standard, the minimum standard for good and workmanlike construction shall be established usage, procedures and acceptable industry standards.

2.11. No products that contain asbestos fibers shall be used.

2.12. All work shall be accomplished in a manner to match adjacent existing work in the same area or on same elevation where practicable. Contractor will not make adjustments to or alter in any manner City's existing facilities without prior approval from City.

2.13. Upon request from the City, the Contractor shall obtain permits required for a job. The City shall reimburse the Contractor for actual cost of such permits. No amount for overhead and profit will be allowed for permits.

2.14. Prior to final acceptance of project completion, the Contractor shall provide the City a complete set of "as-built" system drawings and copies of operational manuals for all installed products and/or equipment.

2.15. Safety: Contractor shall be responsible for initiating, maintaining, and supervising all safety programs in connection with this work.

2.16. Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to the following:

2.16.1. All employees on the worksite and all other persons who may be affected thereby.

2.16.2. All the work, materials, and equipment to be incorporated therein.

2.16.3. Other properties at the site of, adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

2.16.4. Contractor must keep an acceptable E-Mod Rate determined by the City if requested.

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3. REMOVAL AND DISPOSAL

3.1. Contractor shall remove from the worksite and dispose of removed lighting fixtures, ballasts, and lamps as soon as possible in accordance with current applicable federal, state, and local codes.

3.2. Polychlorinated Byphenosis (PCB): Ballasts containing PCB shall be disposed of per current federal, state, and local codes. City's representative shall be notified immediately of any PCB that has leaked out from the ballast.

3.3. Contaminated Transformer Oils: Contractor shall follow all EPA regulations and ordinances regarding the disposal of contaminated oils from transformers.

4. SOLAR INSTALLATION AND MAINTENANCE

4.1. **General requirements include the following:**

4.1.1. Contractor shall separate photovoltaic (PV) source circuits and PV output circuits in the same raceway, cable tray, cable outlet box, junction box, or similar fitter as conductors, feeders, or branch circuits of the other non-PV systems. Contractor shall use correct means for identification of conductors, circuits, etc. at all points of termination, connection and splices. Connections to a module panel shall be arranged so that a potential removal does not interrupt a grounded conductor to other PV source circuits. Expansion joints should be utilized as necessary.

4.1.2. Contractor shall provide a detailed commissioning documentation to conclude installation.

5. ENERGY EFFICIENT LIGHTING INSTALLATIONS, PRODUCTS AND SERVICES

5.1. **General requirements include the following:**

5.1.1. New installations shall include, but not be limited to interior and exterior facility lighting; walkway lighting; parking lot lighting (including poles); street lighting (including poles); gymnasium lighting; indoor pool lighting; emergency lighting; auditorium lighting; stage lighting, traffic signals, airport applications, exterior athletic and sports field lighting and any other lighting applicable.

5.1.2. Energy efficient lighting installations, products, service, and repairs are requested for all lighting systems as listed herein.

5.1.3. Consulting services may include design; lighting and energy assessment; energy audit for lighting, and an evaluation of existing indoor and outdoor lighting systems. Consulting shall provide a solution to an energy saving solution or retrofit to reduce the overall consumption of energy for lighting systems. Contractor shall provide the information necessary for the City to properly assess the level of quality, construction components, compliance with applicable current state statutes, and/or the overall performance of the

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solution offered.

5.1.4. Contractor shall, upon request, submit manufacturer's product information sheets for the energy efficient lighting system and/or products to the City for approval before work begins. The manufacturer's product information sheet shall include model numbers, type, rating, size, style, and manufacturer's name.

5.1.5. Contractor shall provide energy efficient lighting system and materials that comply with current and applicable federal, state, local rebate programs for energy efficient lighting upon City's request.

5.1.6. Federal, state, and/or locally funded projects through grants, utility rebates, etc., shall comply with all requirements under the agreement to meet funding eligibility for the products and services. Contractor shall provide City the necessary documentation, such as lighting specifications, energy audit performed, etc. upon request.

5.1.7. Lamps shall comply as applicable with current Energy Independence and Security Act of 2007 (EISA) and current federal, state, and local codes if superseded. Contractor shall be responsible for monitoring and compliance with future regulations, codes, and laws.

5.1.8. Except for lamps and ballasts, the Contractor and the lighting system manufacturer(s) guarantee the usability of the lighting system installed is appropriate for the site conditions that exist and for the intended uses as identified in the project's scope of work for a minimum five (5) year period. Warranty shall commence on the date of final acceptance by the City's authorized representative. The warranty coverage shall not be limited to amount of usage.

5.1.9. Delamping services may be offered and shall not void any existing lighting fixture manufactures' warranties as applicable.

5.1.10. If requested by City, the contract vendor shall provide comprehensive training on the operation, use and testing of the installed products and/or equipment to personnel selected by the City. Any additional charges for training shall be included in the bid cost form.

5.1.11. The lighting system shall be accepted in writing only after a satisfactory test of the entire installed system, lighting components, and/or energy efficient lighting solutions in the presence of City's authorized representative.

6. RETROFIT/REPAIR OF EXISTING FIXTURES, LAMPS, AND BALLASTS

6.1. **General requirements include the following:**

6.1.1. Contractor shall offer lines of replacement fluorescent lamps that contain low-level mercury content, LED alternate lighting solutions of the latest design, or

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other current alternate energy saving fixture and lighting replacements.

6.1.2. Compact fluorescent lamps (CFL) and LEDs shall be available as an alternative for replacement of current lighting. CFL's shall be UL listed and have a minimum rated average life of 10,000 hours. LEDs shall have a minimum 2-year driver and/or cooling fan and lamp warranty.

6.1.3. Contractor shall provide the City with mounting hardware, and any other components required for energy efficient lighting installations. Contractor shall also provide any manufacturers' requirements and/or recommendations for the installation and/or retrofit applications.

6.1.4. Electronic ballasts shall be physically interchangeable with standard magnetic core and coil ballasts.

7. EMERGENCY AND EXIT LIGHTING

7.1. General requirements include the following:

7.1.1. Emergency and exit lighting installations, retrofits, and/or repairs shall comply with current applicable CFR, NEC, NFPA, and OSHA requirements. Contractor shall notify City's authorized representative when existing lighting does not conform to those requirements and requires upgrades per federal, state, or local codes.

7.1.2. All fluorescent emergency ballasts shall meet or exceed all current NEC and NFPA requirements for emergency operations.

7.1.3. All replacement, repair or retrofit of fixtures, lamps, ballasts or batteries shall meet current applicable federal, state and local codes and CFR, NEC, NFPA, and OSHA requirements for emergency and exit lighting.

8. LIGHTING CONTROLS

8.1. General requirements include the following:

8.1.1. Lighting controls shall include, but not be limited to occupancy, temperature, remote, automatic, dusk-to-dawn, time, astronomical, etc.

8.1.2. Contractor may provide control systems and solutions that allow City to add future expansion and/or functions.

8.1.3. Lighting control systems shall not interfere, disable, disengage, or conflict in any manner with City's current facility security, burglar, fire (alarm, suppression, and control), or any other integrated system. Contractor shall not conjoin into these systems in any manner without written approval from the City and the presence of an authorized representative's technician for these systems during the installation and/or system initiation. Failure to comply with this requirement in any manner may be grounds for immediate

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cancellation of an awarded contract.

8.1.4. Lighting control systems and solutions shall include City training for operation and addition of future expansion and/or functions as applicable.

9. SCHEDULING REQUIREMENTS

9.1. The Contractor shall have the ability to create and manage numerous individual accounts for order placement, billing, and reporting purposes.

9.2. The Contractor shall coordinate all repair/installation schedules with the City's point of contact before beginning work. All electrical connections requiring a power outage shall be made during an approved time limit and must be coordinated by the City's point of contact.

9.3. The Contractor shall be prepared with well-maintained equipment inventory/materials and satisfactory transportation for delivery at the work site to meet the customer demand and delivery requirements.

9.4. Services shall be made available to 365 days per year.

9.5. Labor rates bid shall include all direct labor and burden, equipment, small tools, common expendables. Labor rates shall be divided into the following categories:

9.6. Regular Service: work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding holidays.

9.6.1. After Hours: work performed after 6:00 PM and before 6:00 AM the next morning.

9.6.2. Weekends & Holidays: work performed Saturday, Sunday, or during a holiday.

9.6.3. Due to the nature of public sector agencies, response time for a requested service shall be four (4) hours (on-site) after Contractor receives request from the City for REGULAR SERVICE, and four (4) hour response on-site for calls AFTER HOURS. There shall also be a two (2) hour on-site response for any call during REGULAR or AFTER HOURS, if requested as an EMERGENCY.

9.6.4. Deviations and exceptions to the hours listed above must be disclosed in offeror's response if offeror is unable to meet these requirements of the contract. Deviations and exceptions may be cause for an offeror to be considered non-responsive and/or rejection of the bid.

10. ORDERING AND JOB COMPLETION PROCESS

10.1. The following is a listing of the requirements the ensuing contractor(s) must comply with when completing work under this contract:

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10.2. **Request for Service:** The City will notify the contractor of the need for electrical services to include but not limited to preventative maintenance, repair, replacement or emergency services. Request for proposal for the provision/installation of a specific scope of work will be issued by the City.

10.2.1. This shall be requested at the sole discretion of the City of Chandler and may be requested of multiple Contractors. This shall not be construed by the Contractor to be a guarantee that the work will be awarded to the Contractor.

10.2.2. At the time of the request, the Contractor shall inform the City of Chandler if the Contractor elects to decline the request. The Contractor shall provide a written statement stating the reasons for declining within 3 business days.

10.2.3. At the time of the request, the City of Chandler and the Contractor shall agree on a date and time to conduct a pre-proposal inspection at the site of the project. The pre-proposal inspection shall occur within 10 business days of the request. While the City of Chandler shall attempt to find a mutually agreeable date and time for the pre-proposal inspection, the date and time of the inspection shall be conducted at the convenience of the City of Chandler.

10.2.4. **Correspondences:** Please include work order number on all correspondences if provided by the City.

10.2.5. **Site Visit:** Dependent upon the complexity/nature of the project, a predetermined and/or pre-identified site visit may be held by the City to ensure the contractor(s) are aware of important issues regarding the project site conditions, security procedures, work responsibilities, loading and unloading restrictions, etc. to ensure accurate cost estimates.

10.2.6. **Project Proposals:** After a site review of the project, contractor shall submit the project proposal to the City within the specified time frame. The submitted project proposal is to be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the City that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract number and approved by the City prior to authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment.

10.2.7. **Purchase Order:** Based on the Contractor's proposal, if acceptable in accordance with contract terms and conditions, a purchase order will be issued by the City.

10.2.8. **Delivery and Installation:** Contractor will notify the City when material has been received and provide a proposed project completion date. Installation shall start within seven (5) working days after material is received. Installations will not start without prior approval of the City's authorized representative. Contractor shall assign a supervisor or contact person for each job who has the ability to communicate with City's designated point of contact.

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10.2.8.1. Secure all materials and equipment on the site.

10.2.8.2. Perform all electrical projects in full compliance with specific Electrical Project Price Proposal, Preventative Maintenance Proposal, Notice to Proceed, emergency repairs estimate, and all relevant technical and applicable manufacturer specifications in a good workmanlike manner.

10.2.8.3. Be fully responsible of the ways, means, methods, techniques, procedures, and for performance and enforcement of safety requirements relating to the project.

10.2.8.4. Comply with the City of Chandler's Hot Work Policy (attached). Designate one person on each crew to perform a daily fire watch. The designated crew City shall watch for fires or smoldering materials. Continue the fire watch for 30 minutes after hot work has been suspended for the day.

10.2.8.5. Comply with all relevant standards and code requirements for erection of structurally adequate site, work, street, or other barricading. Where appropriate and needed, provide lighting, including flashing red or amber lights.

10.2.8.6. Conduct work during the hours indicated on the Notice to Proceed. Work may either be conducted during normal business hours, after hours, weekends, or holidays.

10.2.8.7. Provide a minimum five (5) days' notice to the City and manufacturer prior to commencing any work and notify both parties on a daily basis of any change in work schedule.

10.2.8.8. Direct and coordinate the work of all subcontractors to create general cooperation between trades and facilitate expeditious progress of work.

10.2.8.9. Confine workers, apparatus, the storage of materials, and operations of his workmen to the limits indicated by law, ordinances, permits, or directions of the City representative, and not unreasonably encumber the premises with materials or equipment.

10.2.8.10. Coordinate and schedule in writing after verbal consultation no less than 3 business days in advance with the City of Chandler or Electricians any required utility outage and switch-over. Include in the advance notice (1) the date and time for the switch over to occur, (2) estimated total time of the outage or switch over, (3) identify systems to be impacted by the switch over, (4) identify the contractor performing the work. Any outages or switchovers of utilities that may cause impact to the Facility being repaired shall

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be required to be done when the building is not occupied. The City representative will have the final approval of date and time of all outages.

10.2.8.11. Prevent access by the public to materials, tools, and equipment.

10.2.8.12. Complete, to the City's full satisfaction, all job site clean-up including building interior, exterior and landscaping where affected by the construction. Remove all debris daily from the project site and take to a legal dumping area authorized to receive such materials. At the conclusion of the project, clean the work site of rubbish, litter, and other foreign substances. Sweep paved areas broom clean, remove stains, spills and other foreign deposits.

10.2.8.13. Comply with regulations for safety standards for cleaning. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

10.2.8.14. Coordinate with the City disposition of any extra, left-over material of value remaining after completion of the work that shall become the City's property.

10.2.8.15. Ensure the regular and periodic inspection, review, and approval by the City of Chandler and by the appropriate manufacturer representatives of all phases of work requiring such inspection.

10.2.8.16. Correct, upon the direction of the City of Chandler or manufacturer representative, any work or work-related condition, determined by any of the parties to require correction.

10.2.8.17. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.

10.2.8.18. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

10.2.8.19. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.

10.2.8.20. Inspect products upon delivery to ensure compliance with the Manufacturers' Standards and Requirements, and to ensure that products are undamaged and properly protected.

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10.2.8.21. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated.

10.2.8.22. Request in advance from the City of Chandler electrical and water service for use during the project for project-related requirements only. Electric and water costs shall be paid by the City; however, the Contractor shall pay for unanticipated or excessive water usage as determined by the City of Chandler.

10.2.9. **Completion of Services:** After completion of services, the Contractor will email the City's designated point of contact a photograph copy of completed work along with any required reporting within 24 hours of completing services.

11. INVOICING

11.1. After completion of services, the Contractor shall submit an invoice to the City. All invoicing for Time and Materials shall include:

11.1.1. Purchase Order number.
11.1.2. Work Order number (if supplied by the City)
11.1.3. Terms as per bid
11.1.4. Contract number.
11.1.5. Job site name and location
11.1.6. Description of work performed.
11.1.7. Total labor hours
11.1.8. Labor rate as per bid
11.1.9. Itemized materials
11.1.10. Tax on materials only.
11.1.11. Total

11.2. *Rented equipment charges (submitted with a copy of the invoice from rental firm) shall not add additional sales tax other than what the rental firm has posted.

11.3. All invoicing for Project work shall include:

11.3.1. Purchase order number.
11.3.2. Terms as per bid
11.3.3. Contract number.
11.3.4. Job site name and location
11.3.5. Project description
11.3.6. Project cost
11.3.7. Change order cost (if applicable)
11.3.8. If change orders have been implemented – must be separately line-itemed priced.
11.3.9. Grand total of invoice
11.3.10. Invoicing that does not have all the required information as listed above may be sent back to contractor for corrections, delaying payment to Contractor.

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12. PAYMENT AFTER JOB COMPLETION

12.1. Payment shall not be provided until inspection is completed and an approval signature is provided by authorized City representative. In case of non-satisfactory completion of any individual project, the City reserves the right to withhold payment as permissible by law.

12.2. Progress Payments - Contractor may make progress payments under the following conditions:

12.2.1. City and Contractor agree to the terms of the progress payments prior to issuing a purchase order.
12.2.2. Purchase order describes the amounts or percentages and the dates or frequency of payments.
12.2.3. Payments are made in full compliance with City's local governing entity rules.

13. DELIVERY

13.1. It shall be the Contractor's responsibility to meet the City's delivery requirements, as called for in the Technical Specifications.

13.2. Emergency or rush deliveries requested by the City that require special shipping and handling charges may be at the City's expense, but only with prior written approval from the City. Emergency or rush shipping charges shall be added to an invoice as a separate line item.

13.3. In the event emergency or rush delivery is required as the result of a Contractor's error, all shipping and handling charges shall be paid by the Contractor.

13.4. The City reserves the right to examine freight cost and route shipments with their own contracted carrier.

13.5. Under no circumstances shall the Contractor increase their profit margin through shipping charges.

14. COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS

14.1. All work must comply with EPA, OSHA, and any local regulations in effect at each service occurrence. Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments. If the Contractor is found to be not in compliance with said Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the Contractor may be placed on suspension until such non-compliant issues are rectified.

14.2. The Offeror must hold a valid license issued by the State of Arizona Registrar of Contractors prior to submission of a proposal and must maintain same throughout the duration of the contract term and any subsequent contract extensions. Failure to maintain said license may be grounds for default of the contract and subsequent termination.

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15. IDENTIFICATION OF FINANCIAL RESOURCES

15.1. Offerors will make the City aware of any financial incentives that may be available as a result of the purchase and installation of electrical equipment (i.e.: rebates, funding, credits, buyback programs, etc.)

15.2. Offerors will assist the City to secure financial incentives when available.

16. CITY'S RESPONSIBILITIES

16.1. The City of Chandler will designate one or more Representatives to oversee Contractor work. These City Representatives may be present during any electrical projects, to perform certain functions, assisting the Contractor as appropriate, monitoring Contractor performance, consult with and be advised by manufacturer representatives, review, accept, or decline to accept the work performed by the Contractor, and ensure overall contract compliance.

16.2. The City of Chandler designated representative(s) shall:

16.2.1. Serve as the primary City contact(s) for electrical projects and repairs for buildings that are the responsibility of their respective department. (Building & Facilities)

16.2.2. Collaborate with the Contractor to develop electrical project specifications.

16.2.3. Coordinate on-site pre-project proposals and meet with the Contractor at the project location/site on the specified date and time scheduled for commencement of project or repair.

16.2.4. Review, decline, or approve Electrical Project proposals.

16.2.5. Develop and submit Notices to Proceed for all work.

16.2.6. Provide or coordinate Contractor access to work sites, buildings, yards, etc. to facilitate the work, and resolve any unanticipated access issues. Assign as necessary facility access keys as needed for access to the electrical rooms and/or building facilities. Contractors will bear a financial burden, should keys be lost during the construction of a job.

16.2.7. Consult with the Contractor in advance and during the course of all electrical projects to ensure the work progresses and is completed to the full satisfaction of the City.

16.2.8. Consult with manufacturer representatives to verify proper product uses and application.

16.2.9. Conduct routine and periodic inspections at their convenience of the work of the contractor at any time during the project.

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16.2.10. Consider any recommendations or suggestions made by the Contractor during the project regarding any aspect of the project that may deviate from the approved project specifications or notice to proceed and approve or decline to approve any such recommendations or suggestions.

16.2.11. Review, approve, or decline to accept work at any phase of the electrical project, and direct the Contractor to correct any deficient processes, products, applications, or other Contractor actions.

16.2.12. Act as liaison with primary building contact to inform occupants of the work, minimize disruption to public services or the work of building occupants, resolve problems, respond to building occupant complaints, inform occupants of actions that may disrupt the work of building occupants or interfere with public service (such as electrical shutdown, etc.), and notify occupants of project completion.

16.2.13. Provide other assistance to the Contractor as necessary and appropriate to expedite the project.

17. EMPLOYEE REQUIREMENTS

17.1. The Contractor shall designate a management or supervisory individual to act as Company Representative who shall be responsible for and have authority to act in overseeing and supervising Contractor Technician(s), be available at the request of the City to inspect work, meet and discuss work, resolve performance issues, and to provide technical advice, consultation, or input as requested by the City. The Company Representative shall be available at all times via telephone and shall be able to respond within 48 hours to requests for meetings or consultation, and within 2 hours to emergencies as determined by the FM Contract representative.

17.2. The Contractor shall ensure that all Contractor employees and personnel conduct themselves in a professional manner, and maintain positive, open, respectful and constructive communication with City staff, and the public. The Contractor shall ensure that all employees wear photo identification badges that clearly show the Contractor's company name and the first and last name of the employee. Contractor employees must always wear these identification badges while on a City of Chandler job site.

17.3. Contractor shall provide portable restroom facilities for their workers, to be placed on-site as directed by the City of Chandler if applicable.

17.4. The Contractor shall ensure that all Contractor employees and personnel, while working at City buildings or sites, or otherwise engaged in performing work for the City, are not under the influence of alcohol, drugs or other intoxicants, do not engage in any illegal activities, and are not in possession of weapons.

17.5. The Contractor shall immediately remove at the direction of the City of Chandler, or other City staff, any of employee or worker from current and future assignment to work at City buildings or sites in response to the City representatives' determination that the Contractor employee is incompetent, abusive, disorderly, disrespectful, ineffective,

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inefficient, in possession of or under the influence of intoxicants or narcotics, or in possession weapons. The City reserves the right to have Contractor employees removed with the assistance of contract security or the appropriate law enforcement agency.

18. OTHER REQUIREMENTS

18.1. The Contractor shall be knowledgeable of, and obtain any and all licenses, permits, certifications or other relevant documents and authorizations required to perform any work under this contract, and provide evidence of such to the City of Chandler upon request.

18.2. The Contractor shall pay any and all taxes, charges and fees that are necessary or required.

18.3. The Contractor shall provide workmanship that is of the highest professional and industry standard by performing all work in strict accordance with any and all applicable codes, work standards, manufacturer specifications, and any legal, regulatory or industry requirement or standard.

18.4. The Contractor shall conduct work in strict adherence to all applicable professional and legal safety standards and requirements, particularly any Occupational Safety and Health Administration (OSHA) requirements.

19. MONITORING CONTRACTOR PERFORMANCE

19.1. The Contractor shall fully and always cooperate with the City of Chandler contract compliance function to ensure that the City receives all contracted services, and that the Contractor is paid promptly and fully for work performed to the City's satisfaction.

19.2. The City of Chandler may utilize any or all of the following steps when monitoring Contractor performance.

19.2.1. On-Site Monitoring: Conduct visual on-site work performance during all electrical projects, using observation, discussion, and technical consultation.

19.2.2. Inspection of Equipment, Parts, Materials, Supplies: Inspection or testing of any and all equipment, parts, materials, supplies, or services provided by the Contractor to verify contact compliance. Inspections may be done with the assistance of manufacturer representatives.

19.2.3. Testing of Equipment: Conduct Independent testing, or have tested by an outside third party, any equipment, parts, materials, supplies, installations, repairs, services to verify equipment specification and performance.

19.2.4. Independent Inspection or Audit: Notwithstanding any other audit clause in this contract, the City of Chandler may at any time conduct a review, inspection or audit of the Contractor's performance related to any contract requirement, independent of any contract compliance activities conducted by others.

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19.2.5. Informal Discussion: The City of Chandler shall attempt to resolve non-critical contract performance issues promptly and informally at the first level through a discussion with on-site Contractor technicians. Matters unresolved will be escalated to the City of Chandler Management.

19.2.6. Reporting Deficient Performance to the Contractor: The City of Chandler Management will contact Contractor, requesting follow-up action to resolve the performance matter. The City of Chandler Management and Contractor may meet to discuss, and resolve noted instances of deficient contract performance. The purpose of this step is to informally but promptly give the Contractor the opportunity to correct deficient performance.

19.2.7. Unresolved Performance Issues: Performance issues that have not been fully resolved and corrected by the Contractor shall be referred to the City of Chandler Procurement Department for remedy action.

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EXHIBIT B TO AGREEMENT
PRICE PROPOSAL

Section 1 – Hourly Rates

	Journey Level/ Supervisory	Apprentice	Laborer
Regular Hours	$175.00/hr	$165.00/hr	N/A
After Hours	$262.50/hr	$247.50/hr	N/A
Weekend/Holiday	$350.00/hr	$330.00/hr	N/A
Emergency Response Regular Hours (4hr Minimum)	$262.50/hr	$247.50/hr	N/A
Emergency Response After Hours (4hr Minimum)	$350.00/hr	$330.00/hr	N/A

Definition of terms:
Journey Level or Supervisory = Certified with 4+ years of experience
Apprentice = Certified with 2+ years of experience
Laborer = Non-certified or helper

Section 2 – Mark Up

Materials	30%
Rented equipment	30%
Permits	30%
Utility Fees	30%

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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 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

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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 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.

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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

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 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

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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.

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.

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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.

Remainder of this page intentionally blank.

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Performance and Payment Bonds.

At the time City issues Notice of Contract Award, Contractor must provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Contract Price.

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

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

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

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

Please see Exhibit E and F for Performance and Payment Bond forms.

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EXHIBIT E TO AGREEMENT

PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Bond amount)

KNOW ALL MEN BY THESE PRESENTS: That, _____ (hereinafter called the Principal), as Principal, and _____ a corporation organized and existing under the law of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Chandler, County of Maricopa, State of Arizona, in the amount of _____Dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severely, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, Dated the _____ day of _____, _____, for **Electrical Maintenance, Repair, and Installation, BF2-910-4768**, which Contract 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 said Principal shall faithfully perform and fulfill all the undertakings, covenants terms, conditions, and agreements of said contract during the original term of said Contract and any extensions thereof, with or without notice to the Surety, and during the life of any warranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of conditions of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this ____ day of _____, 2020.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

BY _____

_____
SURETY SEAL

_____

_____
AGENT ADDRESS

Docusign Envelope ID: 9B62123D-6380-4E0C-AD32-E403D5B7048F

EXHIBIT F TO AGREEMENT

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 Contract 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 the City of Chandler, (hereinafter "Obligee") County of Maricopa, State of Arizona, in the amount of _____ _____ Dollars ($_____), for the payment whereof, the said 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 Contract with the City of Chandler, dated the _____ _____ day of _____ , 20___, for **Electrical Maintenance, Repair, and Installation Services, BF2-910-4768,** which Contract 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 OBLICATION 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 contract, 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 shall 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 shall 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

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Hot Work Permit Procedure

A hot work permit is required in advance of any work requiring heat or open flame to complete within a city facility. Hot work procedures include welding, torch cutting, grinding, brazing, flame soldering, hot tar projects, portable gas procedures and other work where there is potential for fire.

The Hot work Permit form will be filled out after analysis of hot work area is done. It is then reviewed by the supervisor to ensure the proper precautions have been documented on the Hot Work Permit. The permit is then posted adjacent to the work area and when the job is completed it removed and the supervisor retains the permit for a period of one year.

Jobs will be terminated when they are outside of the constraints and procedures indicated on the Hot Work Permit. The permit will be maintained in effect during the time a fire watch is required.

Other issues that may need to be considered include:

1) Whether or not it is a confined space (see “confined space permit”)
2) Whether shielding (e.g., UV rays, sparks) to protect workers other than the welder is needed.
3) PPE for welder such as proper welding hood, gloves, chaps, etc.
4) How fire alarm and suppression systems will be handled (e.g., minimizing false alarms while maintaining maximum fire protection)

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EXHIBIT G TO AGREEMENT
PERMIT FORM

Date: _____ Location: _____

Nature of Work: _____ Equipment _____

Name: Permit Expires (within 24 hrs.) Time: _____

	Yes	No	N/A
PRECAUTIONS:			
Fire Sprinklers in service	____	____	____
Cutting/welding equipment in good repair	____	____	____
Fire Extinguisher on hand	____	____	____
PRECAUTIONS WITHIN 35' OF WORK:			
Floors free of combustibles	____	____	____
Combustible floors protected	____	____	____
Flammable liquids removed or protected	____	____	____
Explosive atmosphere in area eliminated	____	____	____
All walls and floors opening covered	____	____	____
Fire resistant coverings under work	____	____	____
WORK ON WALLS, CEILINGS OR FLOORS:			
Construction is non-combustible	____	____	____
Combustibles moved away from other side of the wall	____	____	____
WORK ON ENCLOSED EQUIPMENT:			
Enclosed equipment cleared of all combustibles	____	____	____
Containers purged of flammable/combustible liquids and gases	____	____	____
FIRE WATCH:			
Fire watch will be maintained during and for at least 30 minutes after completion	____	____	____
Fire watcher is trained in use of this equipment and in sounding alarm	____	____	____
Fire watcher is supplied with appropriate fire extinguisher	____	____	____
Fire watcher checks affected, adjacent rooms	____	____	____

***Applicable items must be answered "yes" (or N/A) before permit is approved.**

External Contractor: Project/Number: _____
Project Coordinator: _____
Contractor Company Name: _____
Contractor Employee Rep.: _____

Approval

Supervisor: _____

Signature: _____

Contact Number: _____

Permit must be posted at jobsite.

Certificate Of Completion

Envelope Id: 9B62123D-6380-4E0C-AD32-E403D5B7048F
Status: Sent
Subject: Complete with Docusign: 4768 Agreement - ABM Edit1.pdf, 4678 Agreement - ABM Legal Signed.pdf
EDMS Application: CC-AGRMTS
Source Envelope:
Document Pages: 44
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Arizona

Envelope Originator:
Saranna Davidson
PO Box 4008
Chandler, 85244
Saranna.Davidson@chandleraz.gov
IP Address: 198.241.2.1

Record Tracking

Status: Original
11/26/2024 | 12:47 PM
Holder: Saranna Davidson
Saranna.Davidson@chandleraz.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Chandler
Location: DocuSign

Signer Events	Signature	Timestamp
Frank Ceci Frank.ceci@abm.com Vice President ABM Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/3/2024 | 08:54 AM ID: ac60bfd2-f8b4-4912-baec-ac19446d97de	 Signature Adoption: Pre-selected Style Using IP Address: 100.18.3.36	Sent: 11/26/2024 | 12:53 PM Resent: 12/2/2024 | 08:35 AM Resent: 12/2/2024 | 12:52 PM Resent: 12/3/2024 | 08:49 AM Viewed: 12/3/2024 | 08:54 AM Signed: 12/3/2024 | 08:55 AM
Records Division Signing Group: Records Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Daniel Brown Daniel.Brown@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/1/2021 | 08:17 AM ID: 563d172a-e614-4b9b-b2a1-61a0afc8280a		
Kevin Hartke kevin.hartke@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/28/2021 | 11:17 AM ID: 2531f230-027c-41f7-9166-1189df6a8c8f		
Dana DeLong Dana.DeLong@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**		

Signer Events	Signature	Timestamp
Accepted: 6/28/2021 | 01:03 PM ID: e796186e-c533-4a41-978c-34d69e29778a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Records Division		Sent: 12/3/2024 | 08:55 AM
Records Management Administrator City of Chandler Signing Group: Records Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Rosenda Contreras Rosenda.Contreras@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/30/2022 | 01:24 PM ID: fd43dfe1-51e8-4292-b795-54e27b662b8e		
Peter Darby Peter.Darby@abm.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/26/2024 | 12:53 PM
Envelope Updated	Security Checked	12/3/2024 | 08:49 AM
Envelope Updated	Security Checked	12/3/2024 | 08:49 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Chandler (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Chandler:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: esignature@chandleraz.gov

To advise City of Chandler of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@chandleraz.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Chandler

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@chandleraz.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Chandler

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to esignature@chandleraz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Chandler as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Chandler during the course of your relationship with City of Chandler.

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City Clerk Document No. _____

City Council Meeting Date: December 12, 2024

CITY OF CHANDLER SERVICES AGREEMENT
ELECTRICAL MAINTENANCE, REPAIR, AND INSTALLATION SERVICES
CITY OF CHANDLER AGREEMENT NO. BF4-910-4768

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and B&D Industries, Inc., a New Mexico 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 May 24, 2024, the City issued a solicitation for electrical maintenance, repair and installation services. Under the solicitation, the City proposes to enter into eight related agreements for electrical maintenance, repair and installation services in various amounts for the prices set forth in each electrical maintenance, repair and installation services agreement. Although the amount and type of electrical maintenance, repair and installation services purchased by the City may vary, the total sum for all eight electrical maintenance, repair and installation services agreements must not exceed $1,610,000.

B. City proposes to purchase electrical maintenance, repair and installation services 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

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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 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 one year, and begins on December 9, 2024 and ends on December 8, 2025 unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. 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 the unit prices and amounts as more fully 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 any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee 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.

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

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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 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

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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 (lndemnitor) must indemnify, defend, save and hold harmless the 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 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 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

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costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 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:	Saranna Davidson	Name:	Jamie Westerfield
Title:	Procurement Officer	Title:	Director of Business Development & Marketing
Address:	175 South Arizona Avenue Chandler, AZ 85225	Address:	9720 Bell Avenue SE Albuquerque, NM 87123
Phone:	480 782-2406	Phone:	505-332-9841
Email:	saranna.davidson@chandleraz.gov	Email:	jwesterfield@banddindustries.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.

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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 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.

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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 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

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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 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

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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.

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.

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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

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-

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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 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

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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.

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	FOR THE CONTRACTOR
By: _____	By: Clinton Beall, President _____
Its: _____	Its: President _____
Mayor	

APPROVED AS TO FORM:

By: _____
City Attorney JWB

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

1. INTRODUCTION

1.1. The City of Chandler is seeking the services of experienced and qualified licensed Electrical Contractors with proven expertise in electrical installations and repairs in accordance with the specifications herein. This service shall be provided, on an as-needed, if-needed basis.

1.2. The City of Chandler intends to award to multiple contractors in order to meet the needs of the City and reserves the right to request bids from awarded contractors.

1.3. In general, the scope of work for electrical services may include but not be limited to installation, repairs, upgrades, and routine maintenance to include supervision, labor, equipment, materials, tools, and transportation to complete all work. The scope of work will be divided into two major categories: 1) High Voltage Electrical Services and 2) Low Voltage Electrical Services.

1.4. Offerors are encouraged to submit proposals for single or multiple categories.

1.4.1. **High Voltage Electrical Services:** Defined as electrical services above 1000 Volts. Contractors bidding on this service must have the ability to work on overhead/underground wires, substations, transformers, and related equipment while energized. The following high voltage repairs and services are listed as minimum, but not limited to:

1.4.1.1. **Group 1:** Transformers, Addition and/or removal of oil, perform double test, Turn To Ratio test (TTR), Oil analysis/testing, Hypo testing, Mega-ohm testing, On-site gasket fabrication, Relay and Circuit Breaker testing, Switchgear repair/replacement/testing, Substations, maintenance, and repair.

1.4.1.2. **Group 2:** Underground and overhead cables repair and maintenance, Pole testing, Hardware and ground wire tightening, Pole, and hardware change-out, Transition inspection and repairs (i.e., arrestors, cutouts, fuses, jumpers, and connectors), Down guy/anchor repair and replacement, switching and grounding, Utility notification and coordination as necessary, Manhole entry, cleaning, repair, and manhole (underground) cable work, Distribution panels, repair, inspection, cleaning, and testing.

1.4.1.3. It is understood some of the services listed above cannot be performed by all high voltage service contractors, and therefore shall be subcontracted to a contractor specializing in that field. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

1.4.2. **Low Voltage Electrical Services:** Defined as below 1000 Volts.

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1.4.2.1. **Types of Service Work:** Air switches, Wire/cable replacement, transformers, switchgear and switchboard assemblies, distribution panels, circuit breakers, grounding systems, panel boards, disconnects, motor control centers, relay cabinets, variable speed drives (VFD), emergency and normal electrical power systems, lighting and lighting control systems, Lighting Retrofits, LED solutions, daylight harvesting, sports and controls systems, and other associated electrical equipment.

2. GENERAL VENDOR QUALIFICATIONS

2.1. Each Contractor assigned to this contract shall have the licenses, tools, equipment, materials, and technical ability to perform such services. Contractor shall provide all labor, supervision, transportation, equipment (including testing and all personal protection equipment), tools, and all effort necessary to make the required electrical systems repairs/retrofits, complete and operational.

2.2. Machinery/equipment that will be considered as additional cost and used directly to the electrical industry for the performance of normal electrical services, such as, but not limited to: Backhoes, Jackhammers, Concrete cutters, Excavators, Chain hoists, Man lifts (scissor lifts, forklifts, boom lifts, bucket trucks, etc.) These items (and other approved equipment), if rented from a rental contractor, will be allowed the rental charge plus an administrative mark-up cost per the contract awarded percentage of cost. If owned, the equipment shall be charged per the bid rate in the pricing section.

2.3. Contractor will be responsible to source all electrical parts/components/fixtures and equipment necessary in the repair or new installation of electrical and distribution systems. Exceptions may be, if in the best interest of the City, to utilize its own electrical commodity contract to source said supplies.

2.4. Replacement parts/fixtures shall be OEM and warranted for two (2) years unless longer warranties are available from manufacturers. All parts and electrical equipment provided by Contractor shall be new, except as otherwise stated on the drawings or specifications. All parts and electrical equipment shall be UL listed when such standards exist for the type of equipment. All electrical equipment and materials shall be furnished by the Contractor and shall be commercial quality and grade and be from a warrantied product line.

2.5. All electrical work shall comply with the requirements of the applicable edition of the National Electric Code and State/Local building codes.

2.6. All lighting and lighting system devices shall be manufactured, tested, and/or approved under the current applicable codes and standards for: ANSI, ASTM, BICSI, CSA, EIA, FCC, ISO, NEC, NEMA, and UL.

2.7. All work performed by the Contractor shall be subject to inspection and approval by the City.

2.8. Specifications for the work to be performed by Contractor and approved by the City shall be adhered to. Contractor may recommend alternate specifications or additional specifications for

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work; however, any alternate specification shall comply with all applicable rules, regulations, statutes, ordinances, codes, and standards. Contractor shall obtain approval from the City prior to using any alternate specifications for any work to be performed under the contract.

2.9. Prior to starting any work, the Contractor shall notify the City of any specification that conflicts with applicable rules, regulations, statutes, ordinances, codes, and standards, and offer an alternate solution that is in compliance with said rules.

2.10. When any aspect of a project is not covered by a specification, building code, or standard, the minimum standard for good and workmanlike construction shall be established usage, procedures and acceptable industry standards.

2.11. No products that contain asbestos fibers shall be used.

2.12. All work shall be accomplished in a manner to match adjacent existing work in the same area or on same elevation where practicable. Contractor will not make adjustments to or alter in any manner City's existing facilities without prior approval from City.

2.13. Upon request from the City, the Contractor shall obtain permits required for a job. The City shall reimburse the Contractor for actual cost of such permits. No amount for overhead and profit will be allowed for permits.

2.14. Prior to final acceptance of project completion, the Contractor shall provide the City a complete set of "as-built" system drawings and copies of operational manuals for all installed products and/or equipment.

2.15. Safety: Contractor shall be responsible for initiating, maintaining, and supervising all safety programs in connection with this work.

2.16. Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to the following:

2.16.1. All employees on the worksite and all other persons who may be affected thereby.

2.16.2. All the work, materials, and equipment to be incorporated therein.

2.16.3. Other properties at the site of, adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

2.16.4. Contractor must keep an acceptable E-Mod Rate determined by the City if requested.

3. REMOVAL AND DISPOSAL

3.1. Contractor shall remove from the worksite and dispose of removed lighting fixtures, ballasts, and lamps as soon as possible in accordance with current applicable federal, state, and local codes.

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3.2. Polychlorinated Byphenosis (PCB): Ballasts containing PCB shall be disposed of per current federal, state, and local codes. City's representative shall be notified immediately of any PCB that has leaked out from the ballast.

3.3. Contaminated Transformer Oils: Contractor shall follow all EPA regulations and ordinances regarding the disposal of contaminated oils from transformers.

4. SOLAR INSTALLATION AND MAINTENANCE

4.1. General requirements include the following:

4.1.1. Contractor shall separate photovoltaic (PV) source circuits and PV output circuits in the same raceway, cable tray, cable outlet box, junction box, or similar fitter as conductors, feeders, or branch circuits of the other non-PV systems. Contractor shall use correct means for identification of conductors, circuits, etc. at all points of termination, connection and splices. Connections to a module panel shall be arranged so that a potential removal does not interrupt a grounded conductor to other PV source circuits. Expansion joints should be utilized as necessary.

4.1.2. Contractor shall provide a detailed commissioning documentation to conclude installation.

5. ENERGY EFFICIENT LIGHTING INSTALLATIONS, PRODUCTS AND SERVICES

5.1. General requirements include the following:

5.1.1. New installations shall include, but not be limited to interior and exterior facility lighting; walkway lighting; parking lot lighting (including poles); street lighting (including poles); gymnasium lighting; indoor pool lighting; emergency lighting; auditorium lighting; stage lighting, traffic signals, airport applications, exterior athletic and sports field lighting and any other lighting applicable.

5.1.2. Energy efficient lighting installations, products, service, and repairs are requested for all lighting systems as listed herein.

5.1.3. Consulting services may include design; lighting and energy assessment; energy audit for lighting, and an evaluation of existing indoor and outdoor lighting systems. Consulting shall provide a solution to an energy saving solution or retrofit to reduce the overall consumption of energy for lighting systems. Contractor shall provide the information necessary for the City to properly assess the level of quality, construction components, compliance with applicable current state statutes, and/or the overall performance of the solution offered.

5.1.4. Contractor shall, upon request, submit manufacturer's product information sheets for the energy efficient lighting system and/or products to the City for approval before work begins. The manufacturer's product information sheet shall include model

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numbers, type, rating, size, style, and manufacturer's name.

5.1.5. Contractor shall provide energy efficient lighting system and materials that comply with current and applicable federal, state, local rebate programs for energy efficient lighting upon City's request.

5.1.6. Federal, state, and/or locally funded projects through grants, utility rebates, etc., shall comply with all requirements under the agreement to meet funding eligibility for the products and services. Contractor shall provide City the necessary documentation, such as lighting specifications, energy audit performed, etc. upon request.

5.1.7. Lamps shall comply as applicable with current Energy Independence and Security Act of 2007 (EISA) and current federal, state, and local codes if superseded. Contractor shall be responsible for monitoring and compliance with future regulations, codes, and laws.

5.1.8. Except for lamps and ballasts, the Contractor and the lighting system manufacturer(s) guarantee the usability of the lighting system installed is appropriate for the site conditions that exist and for the intended uses as identified in the project's scope of work for a minimum five (5) year period. Warranty shall commence on the date of final acceptance by the City's authorized representative. The warranty coverage shall not be limited to amount of usage.

5.1.9. Delamping services may be offered and shall not void any existing lighting fixture manufactures' warranties as applicable.

5.1.10. If requested by City, the contract vendor shall provide comprehensive training on the operation, use and testing of the installed products and/or equipment to personnel selected by the City. Any additional charges for training shall be included in the bid cost form.

5.1.11. The lighting system shall be accepted in writing only after a satisfactory test of the entire installed system, lighting components, and/or energy efficient lighting solutions in the presence of City's authorized representative.

6. RETROFIT/REPAIR OF EXISTING FIXTURES, LAMPS, AND BALLASTS

6.1. General requirements include the following:

6.1.1. Contractor shall offer lines of replacement fluorescent lamps that contain low-level mercury content, LED alternate lighting solutions of the latest design, or other current alternate energy saving fixture and lighting replacements.

6.1.2. Compact fluorescent lamps (CFL) and LEDs shall be available as an alternative for replacement of current lighting. CFL's shall be UL listed and have a minimum rated average life of 10,000 hours. LEDs shall have a minimum 2-year driver and/or cooling fan and lamp warranty.

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6.1.3. Contractor shall provide the City with mounting hardware, and any other components required for energy efficient lighting installations. Contractor shall also provide any manufacturers' requirements and/or recommendations for the installation and/or retrofit applications.

6.1.4. Electronic ballasts shall be physically interchangeable with standard magnetic core and coil ballasts.

7. EMERGENCY AND EXIT LIGHTING

7.1. General requirements include the following:

7.1.1. Emergency and exit lighting installations, retrofits, and/or repairs shall comply with current applicable CFR, NEC, NFPA, and OSHA requirements. Contractor shall notify City's authorized representative when existing lighting does not conform to those requirements and requires upgrades per federal, state, or local codes.

7.1.2. All fluorescent emergency ballasts shall meet or exceed all current NEC and NFPA requirements for emergency operations.

7.1.3. All replacement, repair or retrofit of fixtures, lamps, ballasts or batteries shall meet current applicable federal, state and local codes and CFR, NEC, NFPA, and OSHA requirements for emergency and exit lighting.

8. LIGHTING CONTROLS

8.1. General requirements include the following:

8.1.1. Lighting controls shall include, but not be limited to occupancy, temperature, remote, automatic, dusk-to-dawn, time, astronomical, etc.

8.1.2. Contractor may provide control systems and solutions that allow City to add future expansion and/or functions.

8.1.3. Lighting control systems shall not interfere, disable, disengage, or conflict in any manner with City's current facility security, burglar, fire (alarm, suppression, and control), or any other integrated system. Contractor shall not conjoin into these systems in any manner without written approval from the City and the presence of an authorized representative's technician for these systems during the installation and/or system initiation. Failure to comply with this requirement in any manner may be grounds for immediate cancellation of an awarded contract.

8.1.4. Lighting control systems and solutions shall include City training for operation and addition of future expansion and/or functions as applicable.

9. SCHEDULING REQUIREMENTS

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9.1. The Contractor shall have the ability to create and manage numerous individual accounts for order placement, billing, and reporting purposes.

9.2. The Contractor shall coordinate all repair/installation schedules with the City's point of contact before beginning work. All electrical connections requiring a power outage shall be made during an approved time limit and must be coordinated by the City's point of contact.

9.3. The Contractor shall be prepared with well-maintained equipment inventory/materials and satisfactory transportation for delivery at the work site to meet the customer demand and delivery requirements.

9.4. Services shall be made available to 365 days per year.

9.5. Labor rates bid shall include all direct labor and burden, equipment, small tools, common expendables. Labor rates shall be divided into the following categories:

9.6. Regular Service: work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding holidays.

9.6.1. After Hours: work performed after 6:00 PM and before 6:00 AM the next morning.

9.6.2. Weekends & Holidays: work performed Saturday, Sunday, or during a holiday.

9.6.3. Due to the nature of public sector agencies, response time for a requested service shall be four (4) hours (on-site) after Contractor receives request from the City for REGULAR SERVICE, and four (4) hour response on-site for calls AFTER HOURS. There shall also be a two (2) hour on-site response for any call during REGULAR or AFTER HOURS, if requested as an EMERGENCY.

9.6.4. Deviations and exceptions to the hours listed above must be disclosed in offeror's response if offeror is unable to meet these requirements of the contract. Deviations and exceptions may be cause for an offeror to be considered non-responsive and/or rejection of the bid.

10. ORDERING AND JOB COMPLETION PROCESS

10.1. The following is a listing of the requirements the ensuing contractor(s) must comply with when completing work under this contract:

10.2. **Request for Service:** The City will notify the contractor of the need for electrical services to include but not limited to preventative maintenance, repair, replacement or emergency services. Request for proposal for the provision/installation of a specific scope of work will be issued by the City.

10.2.1. This shall be requested at the sole discretion of the City of Chandler and may be requested of multiple Contractors. This shall not be construed by the Contractor to

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be a guarantee that the work will be awarded to the Contractor.

10.2.2. At the time of the request, the Contractor shall inform the City of Chandler if the Contractor elects to decline the request. The Contractor shall provide a written statement stating the reasons for declining within 3 business days.

10.2.3. At the time of the request, the City of Chandler and the Contractor shall agree on a date and time to conduct a pre-proposal inspection at the site of the project. The pre-proposal inspection shall occur within 10 business days of the request. While the City of Chandler shall attempt to find a mutually agreeable date and time for the pre-proposal inspection, the date and time of the inspection shall be conducted at the convenience of the City of Chandler.

10.2.4. **Correspondences:** Please include work order number on all correspondences if provided by the City.

10.2.5. **Site Visit:** Dependent upon the complexity/nature of the project, a predetermined and/or pre-identified site visit may be held by the City to ensure the contractor(s) are aware of important issues regarding the project site conditions, security procedures, work responsibilities, loading and unloading restrictions, etc. to ensure accurate cost estimates.

10.2.6. **Project Proposals:** After a site review of the project, contractor shall submit the project proposal to the City within the specified time frame. The submitted project proposal is to be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the City that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract number and approved by the City prior to authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment.

10.2.7. **Purchase Order:** Based on the Contractor's proposal, if acceptable in accordance with contract terms and conditions, a purchase order will be issued by the City.

10.2.8. **Delivery and Installation:** Contractor will notify the City when material has been received and provide a proposed project completion date. Installation shall start within seven (5) working days after material is received. Installations will not start without prior approval of the City's authorized representative. Contractor shall assign a supervisor or contact person for each job who has the ability to communicate with City's designated point of contact.

10.2.8.1. Secure all materials and equipment on the site.

10.2.8.2. Perform all electrical projects in full compliance with specific Electrical Project Price Proposal, Preventative Maintenance Proposal, Notice to Proceed, emergency repairs estimate, and all relevant technical and

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applicable manufacturer specifications in a good workmanlike manner.

10.2.8.3. Be fully responsible of the ways, means, methods, techniques, procedures, and for performance and enforcement of safety requirements relating to the project.

10.2.8.4. Comply with the City of Chandler's Hot Work Policy (attached). Designate one person on each crew to perform a daily fire watch. The designated crew City shall watch for fires or smoldering materials. Continue the fire watch for 30 minutes after hot work has been suspended for the day.

10.2.8.5. Comply with all relevant standards and code requirements for erection of structurally adequate site, work, street, or other barricading. Where appropriate and needed, provide lighting, including flashing red or amber lights.

10.2.8.6. Conduct work during the hours indicated on the Notice to Proceed. Work may either be conducted during normal business hours, after hours, weekends, or holidays.

10.2.8.7. Provide a minimum five (5) days' notice to the City and manufacturer prior to commencing any work and notify both parties on a daily basis of any change in work schedule.

10.2.8.8. Direct and coordinate the work of all subcontractors to create general cooperation between trades and facilitate expeditious progress of work.

10.2.8.9. Confine workers, apparatus, the storage of materials, and operations of his workmen to the limits indicated by law, ordinances, permits, or directions of the City representative, and not unreasonably encumber the premises with materials or equipment.

10.2.8.10. Coordinate and schedule in writing after verbal consultation no less than 3 business days in advance with the City of Chandler or Electricians any required utility outage and switch-over. Include in the advance notice (1) the date and time for the switch over to occur, (2) estimated total time of the outage or switch over, (3) identify systems to be impacted by the switch over, (4) identify the contractor performing the work. Any outages or switchovers of utilities that may cause impact to the Facility being repaired shall be required to be done when the building is not occupied. The City representative will have the final approval of date and time of all outages.

10.2.8.11. Prevent access by the public to materials, tools, and equipment.

10.2.8.12. Complete, to the City's full satisfaction, all job site clean-up including building interior, exterior and landscaping where affected by the

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construction. Remove all debris daily from the project site and take to a legal dumping area authorized to receive such materials. At the conclusion of the project, clean the work site of rubbish, litter, and other foreign substances. Sweep paved areas broom clean, remove stains, spills and other foreign deposits.

10.2.8.13. Comply with regulations for safety standards for cleaning. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

10.2.8.14. Coordinate with the City disposition of any extra, left-over material of value remaining after completion of the work that shall become the City's property.

10.2.8.15. Ensure the regular and periodic inspection, review, and approval by the City of Chandler and by the appropriate manufacturer representatives of all phases of work requiring such inspection.

10.2.8.16. Correct, upon the direction of the City of Chandler or manufacturer representative, any work or work-related condition, determined by any of the parties to require correction.

10.2.8.17. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.

10.2.8.18. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

10.2.8.19. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.

10.2.8.20. Inspect products upon delivery to ensure compliance with the Manufacturers' Standards and Requirements, and to ensure that products are undamaged and properly protected.

10.2.8.21. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated.

10.2.8.22. Request in advance from the City of Chandler electrical and water service for use during the project for project-related requirements only. Electric and water costs shall be paid by the City; however, the Contractor shall pay for unanticipated or excessive water usage as determined by the City of Chandler.

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10.2.9. **Completion of Services:** After completion of services, the Contractor will email the City's designated point of contact a photograph copy of completed work along with any required reporting within 24 hours of completing services.

11. INVOICING

11.1. After completion of services, the Contractor shall submit an invoice to the City. All invoicing for Time and Materials shall include:

11.1.1. Purchase Order number.
11.1.2. Work Order number (if supplied by the City)
11.1.3. Terms as per bid
11.1.4. Contract number.
11.1.5. Job site name and location
11.1.6. Description of work performed.
11.1.7. Total labor hours
11.1.8. Labor rate as per bid
11.1.9. Itemized materials
11.1.10. Tax on materials only.
11.1.11. Total

11.2. *Rented equipment charges (submitted with a copy of the invoice from rental firm) shall not add additional sales tax other than what the rental firm has posted.

11.3. All invoicing for Project work shall include:

11.3.1. Purchase order number.
11.3.2. Terms as per bid
11.3.3. Contract number.
11.3.4. Job site name and location
11.3.5. Project description
11.3.6. Project cost
11.3.7. Change order cost (if applicable)
11.3.8. If change orders have been implemented – must be separately line-itemed priced.
11.3.9. Grand total of invoice
11.3.10. Invoicing that does not have all the required information as listed above may be sent back to contractor for corrections, delaying payment to Contractor.

12. PAYMENT AFTER JOB COMPLETION

12.1. Payment shall not be provided until inspection is completed and an approval signature is provided by authorized City representative. In case of non-satisfactory completion of any individual project, the City reserves the right to withhold payment as permissible by law.

12.2. Progress Payments - Contractor may make progress payments under the following conditions:

12.2.1. City and Contractor agree to the terms of the progress payments prior to issuing a

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purchase order.

12.2.2. Purchase order describes the amounts or percentages and the dates or frequency of payments.

12.2.3. Payments are made in full compliance with City's local governing entity rules.

13. DELIVERY

13.1. It shall be the Contractor's responsibility to meet the City's delivery requirements, as called for in the Technical Specifications.

13.2. Emergency or rush deliveries requested by the City that require special shipping and handling charges may be at the City's expense, but only with prior written approval from the City. Emergency or rush shipping charges shall be added to an invoice as a separate line item.

13.3. In the event emergency or rush delivery is required as the result of a Contractor's error, all shipping and handling charges shall be paid by the Contractor.

13.4. The City reserves the right to examine freight cost and route shipments with their own contracted carrier.

13.5. Under no circumstances shall the Contractor increase their profit margin through shipping charges.

14. COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS

14.1. All work must comply with EPA, OSHA, and any local regulations in effect at each service occurrence. Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments. If the Contractor is found to be not in compliance with said Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the Contractor may be placed on suspension until such non-compliant issues are rectified.

14.2. The Offeror must hold a valid license issued by the State of Arizona Registrar of Contractors prior to submission of a proposal and must maintain same throughout the duration of the contract term and any subsequent contract extensions. Failure to maintain said license may be grounds for default of the contract and subsequent termination.

15. IDENTIFICATION OF FINANCIAL RESOURCES

15.1. Offerors will make the City aware of any financial incentives that may be available as a result of the purchase and installation of electrical equipment (i.e.: rebates, funding, credits, buyback programs, etc.)

15.2. Offerors will assist the City to secure financial incentives when available.

16. CITY'S RESPONSIBILITIES

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16.1. The City of Chandler will designate one or more Representatives to oversee Contractor work. These City Representatives may be present during any electrical projects, to perform certain functions, assisting the Contractor as appropriate, monitoring Contractor performance, consult with and be advised by manufacturer representatives, review, accept, or decline to accept the work performed by the Contractor, and ensure overall contract compliance.

16.2. The City of Chandler designated representative(s) shall:

16.2.1. Serve as the primary City contact(s) for electrical projects and repairs for buildings that are the responsibility of their respective department. (Building & Facilities)

16.2.2. Collaborate with the Contractor to develop electrical project specifications.

16.2.3. Coordinate on-site pre-project proposals and meet with the Contractor at the project location/site on the specified date and time scheduled for commencement of project or repair.

16.2.4. Review, decline, or approve Electrical Project proposals.

16.2.5. Develop and submit Notices to Proceed for all work.

16.2.6. Provide or coordinate Contractor access to work sites, buildings, yards, etc. to facilitate the work, and resolve any unanticipated access issues. Assign as necessary facility access keys as needed for access to the electrical rooms and/or building facilities. Contractors will bear a financial burden, should keys be lost during the construction of a job.

16.2.7. Consult with the Contractor in advance and during the course of all electrical projects to ensure the work progresses and is completed to the full satisfaction of the City.

16.2.8. Consult with manufacturer representatives to verify proper product uses and application.

16.2.9. Conduct routine and periodic inspections at their convenience of the work of the contractor at any time during the project.

16.2.10. Consider any recommendations or suggestions made by the Contractor during the project regarding any aspect of the project that may deviate from the approved project specifications or notice to proceed and approve or decline to approve any such recommendations or suggestions.

16.2.11. Review, approve, or decline to accept work at any phase of the electrical project, and direct the Contractor to correct any deficient processes, products, applications, or other Contractor actions.

16.2.12. Act as liaison with primary building contact to inform occupants of the work, minimize disruption to public services or the work of building occupants, resolve problems,

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respond to building occupant complaints, inform occupants of actions that may disrupt the work of building occupants or interfere with public service (such as electrical shutdown, etc.), and notify occupants of project completion.

16.2.13. Provide other assistance to the Contractor as necessary and appropriate to expedite the project.

17. EMPLOYEE REQUIREMENTS

17.1. The Contractor shall designate a management or supervisory individual to act as Company Representative who shall be responsible for and have authority to act in overseeing and supervising Contractor Technician(s), be available at the request of the City to inspect work, meet and discuss work, resolve performance issues, and to provide technical advice, consultation, or input as requested by the City. The Company Representative shall be available at all times via telephone and shall be able to respond within 48 hours to requests for meetings or consultation, and within 2 hours to emergencies as determined by the FM Contract representative.

17.2. The Contractor shall ensure that all Contractor employees and personnel conduct themselves in a professional manner, and maintain positive, open, respectful and constructive communication with City staff, and the public. The Contractor shall ensure that all employees wear photo identification badges that clearly show the Contractor's company name and the first and last name of the employee. Contractor employees must always wear these identification badges while on a City of Chandler job site.

17.3. Contractor shall provide portable restroom facilities for their workers, to be placed on-site as directed by the City of Chandler if applicable.

17.4. The Contractor shall ensure that all Contractor employees and personnel, while working at City buildings or sites, or otherwise engaged in performing work for the City, are not under the influence of alcohol, drugs or other intoxicants, do not engage in any illegal activities, and are not in possession of weapons.

17.5. The Contractor shall immediately remove at the direction of the City of Chandler, or other City staff, any of employee or worker from current and future assignment to work at City buildings or sites in response to the City representatives' determination that the Contractor employee is incompetent, abusive, disorderly, disrespectful, ineffective, inefficient, in possession of or under the influence of intoxicants or narcotics, or in possession weapons. The City reserves the right to have Contractor employees removed with the assistance of contract security or the appropriate law enforcement agency.

18. OTHER REQUIREMENTS

18.1. The Contractor shall be knowledgeable of, and obtain any and all licenses, permits, certifications or other relevant documents and authorizations required to perform any work under this contract, and provide evidence of such to the City of Chandler upon request.

18.2. The Contractor shall pay any and all taxes, charges and fees that are necessary or required.

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18.3. The Contractor shall provide workmanship that is of the highest professional and industry standard by performing all work in strict accordance with any and all applicable codes, work standards, manufacturer specifications, and any legal, regulatory or industry requirement or standard.

18.4. The Contractor shall conduct work in strict adherence to all applicable professional and legal safety standards and requirements, particularly any Occupational Safety and Health Administration (OSHA) requirements.

19. MONITORING CONTRACTOR PERFORMANCE

19.1. The Contractor shall fully and always cooperate with the City of Chandler contract compliance function to ensure that the City receives all contracted services, and that the Contractor is paid promptly and fully for work performed to the City's satisfaction.

19.2. The City of Chandler may utilize any or all of the following steps when monitoring Contractor performance.

19.2.1. On-Site Monitoring: Conduct visual on-site work performance during all electrical projects, using observation, discussion, and technical consultation.

19.2.2. Inspection of Equipment, Parts, Materials, Supplies: Inspection or testing of any and all equipment, parts, materials, supplies, or services provided by the Contractor to verify contact compliance. Inspections may be done with the assistance of manufacturer representatives.

19.2.3. Testing of Equipment: Conduct Independent testing, or have tested by an outside third party, any equipment, parts, materials, supplies, installations, repairs, services to verify equipment specification and performance.

19.2.4. Independent Inspection or Audit: Notwithstanding any other audit clause in this contract, the City of Chandler may at any time conduct a review, inspection or audit of the Contractor's performance related to any contract requirement, independent of any contract compliance activities conducted by others.

19.2.5. Informal Discussion: The City of Chandler shall attempt to resolve non-critical contract performance issues promptly and informally at the first level through a discussion with on-site Contractor technicians. Matters unresolved will be escalated to the City of Chandler Management.

19.2.6. Reporting Deficient Performance to the Contractor: The City of Chandler Management will contact Contractor, requesting follow-up action to resolve the performance matter. The City of Chandler Management and Contractor may meet to discuss, and resolve noted instances of deficient contract performance. The purpose of this step is to informally but promptly give the Contractor the opportunity to correct deficient performance.

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19.2.7. Unresolved Performance Issues: Performance issues that have not been fully resolved and corrected by the Contractor shall be referred to the City of Chandler Procurement Department for remedy action.

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EXHIBIT B TO AGREEMENT
PRICE PROPOSAL

Section 1 – Hourly Rates

	Journey Level/ Supervisory	Apprentice	Laborer
Regular Hours	$ 85.00 /hour	$ 65.00 /hour	$ 55.00 /hour
After Hours	$115.00 /hour	$ 88.00 /hour	$ 75.00 /hour
Emergency Response Regular Hours	$ 90.00 /hour	$ 70.00 /hour	$ 55.00 /hour
Emergency Response After Hours	$125.00 /hour	$ 98.00 /hour	$ 75.00 /hour

Definition of terms:
Journey Level or Supervisory = Certified with 4+ years of experience
Apprentice = Certified with 2+ years of experience
Laborer = Non-certified or helper

Section 2 – Mark Up

Materials	20%
Rented equipment	15%
Other (specify)	15%
Other (specify)	15%

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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 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

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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 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.

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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

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 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

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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.

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

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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.

Remainder of this page intentionally blank.

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Performance and Payment Bonds.

At the time City issues Notice of Contract Award, Contractor must provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Contract Price.

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

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

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

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

Please see Exhibit E and F for Performance and Payment Bond forms.

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EXHIBIT E TO AGREEMENT

PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Bond amount)

KNOW ALL MEN BY THESE PRESENTS: That, _____ (hereinafter called the Principal), as Principal, and _____ a corporation organized and existing under the law of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Chandler, County of Maricopa, State of Arizona, in the amount of _____Dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severely, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, Dated the _____ day of _____, _____, for **Electrical Maintenance, Repair, and Installation, BF2-910-4768**, which Contract 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 said Principal shall faithfully perform and fulfill all the undertakings, covenants terms, conditions, and agreements of said contract during the original term of said Contract and any extensions thereof, with or without notice to the Surety, and during the life of any warranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of conditions of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this ____ day of _____, 2020.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

BY _____

_____
SURETY SEAL

_____

_____
AGENT ADDRESS

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EXHIBIT F TO AGREEMENT

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 Contract 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 the City of Chandler, (hereinafter "Obligee") County of Maricopa, State of Arizona, in the amount of _____ _____ Dollars ($_____), for the payment whereof, the said 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 Contract with the City of Chandler, dated the _____ _____ day of _____ , 20___, for **Electrical Maintenance, Repair, and Installation Services, BF2-910-4768,** which Contract 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 OBLICATION 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 contract, 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 shall 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 shall 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

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Hot Work Permit Procedure

A hot work permit is required in advance of any work requiring heat or open flame to complete within a city facility. Hot work procedures include welding, torch cutting, grinding, brazing, flame soldering, hot tar projects, portable gas procedures and other work where there is potential for fire.

The Hot work Permit form will be filled out after analysis of hot work area is done. It is then reviewed by the supervisor to ensure the proper precautions have been documented on the Hot Work Permit. The permit is then posted adjacent to the work area and when the job is completed it removed and the supervisor retains the permit for a period of one year.

Jobs will be terminated when they are outside of the constraints and procedures indicated on the Hot Work Permit. The permit will be maintained in effect during the time a fire watch is required.

Other issues that may need to be considered include:

1) Whether or not it is a confined space (see “confined space permit”)
2) Whether shielding (e.g., UV rays, sparks) to protect workers other than the welder is needed.
3) PPE for welder such as proper welding hood, gloves, chaps, etc.
4) How fire alarm and suppression systems will be handled (e.g., minimizing false alarms while maintaining maximum fire protection)

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EXHIBIT G TO AGREEMENT
PERMIT FORM

Date: _____ Location: _____

Nature of Work: _____ Equipment _____

Name: Permit Expires (within 24 hrs.) Time: _____

	Yes	No	N/A
PRECAUTIONS:			
Fire Sprinklers in service	____	____	____
Cutting/welding equipment in good repair	____	____	____
Fire Extinguisher on hand	____	____	____
PRECAUTIONS WITHIN 35' OF WORK:			
Floors free of combustibles	____	____	____
Combustible floors protected	____	____	____
Flammable liquids removed or protected	____	____	____
Explosive atmosphere in area eliminated	____	____	____
All walls and floors opening covered	____	____	____
Fire resistant coverings under work	____	____	____
WORK ON WALLS, CEILINGS OR FLOORS:			
Construction is non-combustible	____	____	____
Combustibles moved away from other side of the wall	____	____	____
WORK ON ENCLOSED EQUIPMENT:			
Enclosed equipment cleared of all combustibles	____	____	____
Containers purged of flammable/combustible liquids and gases	____	____	____
FIRE WATCH:			
Fire watch will be maintained during and for at least 30 minutes after completion	____	____	____
Fire watcher is trained in use of this equipment and in sounding alarm	____	____	____
Fire watcher is supplied with appropriate fire extinguisher	____	____	____
Fire watcher checks affected, adjacent rooms	____	____	____

***Applicable items must be answered "yes" (or N/A) before permit is approved.**

External Contractor: Project/Number: _____
Project Coordinator: _____
Contractor Company Name: _____
Contractor Employee Rep.: _____

Approval

Supervisor: _____

Signature: _____

Contact Number: _____

Permit must be posted at jobsite.

Certificate Of Completion

Envelope Id: 210E5B83-9041-4C58-B451-EBEC24CFEE4E
Status: Sent
Subject: Complete with Docusign: 4768 Agreement - B&D Edit1.pdf, 4678 Agreement - BD Legal Signed.pdf
EDMS Application: CC-AGRMTS
Source Envelope:
Document Pages: 42
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Arizona

Envelope Originator:
Saranna Davidson
PO Box 4008
Chandler, 85244
Saranna.Davidson@chandleraz.gov
IP Address: 198.241.2.1

Record Tracking

Status: Original
11/26/2024 | 03:40 PM
Holder: Saranna Davidson
Saranna.Davidson@chandleraz.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Chandler
Location: DocuSign

Signer Events	Signature	Timestamp
Clinton Beall, President clinton@banddindustries.com President B&D Industries, Inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/2/2024 | 03:51 PM ID: 2b399d75-ce93-4821-b5b6-eb0691b254c5	Clinton Beall, President Signature Adoption: Pre-selected Style Using IP Address: 174.238.224.64 Signed using mobile	Sent: 12/2/2024 | 03:17 PM Viewed: 12/2/2024 | 03:51 PM Signed: 12/2/2024 | 03:51 PM
Records Division Signing Group: Records Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Daniel Brown Daniel.Brown@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/1/2021 | 08:17 AM ID: 563d172a-e614-4b9b-b2a1-61a0afc8280a		
Kevin Hartke kevin.hartke@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/28/2021 | 11:17 AM ID: 2531f230-027c-41f7-9166-1189df6a8c8f		
Dana DeLong Dana.DeLong@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**		

Signer Events	Signature	Timestamp
Accepted: 6/28/2021 | 01:03 PM ID: e796186e-c533-4a41-978c-34d69e29778a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Records Division		Sent: 12/2/2024 | 03:51 PM
Records Management Administrator City of Chandler Signing Group: Records Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Rosenda Contreras Rosenda.Contreras@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/30/2022 | 01:24 PM ID: fd43dfe1-51e8-4292-b795-54e27b662b8e		
Jamie Westerfield jwesterfield@banddindustries.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/2/2024 | 09:20 AM ID: 66afeecf-227a-4e38-8746-2c516336d5f0		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/26/2024 | 04:04 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Chandler (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Chandler:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: esignature@chandleraz.gov

To advise City of Chandler of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@chandleraz.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Chandler

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@chandleraz.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Chandler

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to esignature@chandleraz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Chandler as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Chandler during the course of your relationship with City of Chandler.

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City Clerk Document No. _____

City Council Meeting Date: December 12, 2024

CITY OF CHANDLER SERVICES AGREEMENT
ELECTRICAL MAINTENANCE, REPAIR, AND INSTALLATION SERVICES
CITY OF CHANDLER AGREEMENT NO. BF4-910-4768

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Arizona Facility Services, 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 May 24, 2024, the City issued a solicitation for electrical maintenance, repair and installation services. Under the solicitation, the City proposes to enter into eight related agreements for electrical maintenance, repair and installation services in various amounts for the prices set forth in each electrical maintenance, repair and installation services agreement. Although the amount and type of electrical maintenance, repair and installation services purchased by the City may vary, the total sum for all eight electrical maintenance, repair and installation services agreements must not exceed $1,610,000.

B. City proposes to purchase electrical maintenance, repair and installation services 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:

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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 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 one year, and begins on December 9, 2024, and ends on December 8, 2025 unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. 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 the unit prices and amounts as more fully 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 any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee 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

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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

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

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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 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 indemnity includes any claim or amount arising out of or recovered under workers' compensation law

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

5.6 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:	Saranna Davidson	Name:	Martin Baricevic
Title:	Procurement Officer	Title:	Vice President
Address:	175 South Arizona Avenue Chandler, AZ 85225	Address:	2331 W. Alameda Dr. Tempe, AZ 85282
Phone:	480 782-2406	Phone:	602 385-8100
Email:	saranna.davidson@chandleraz.gov	Email:	martin.baricevic@azfacility.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.

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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 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.

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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.

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 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.

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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 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

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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.

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.

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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

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

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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 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.

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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.

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	FOR THE CONTRACTOR
By: _____	By: Martin Baricevic _____
Its: _____ Mayor	Its: Vice President _____

APPROVED AS TO FORM:

By: _____
City Attorney JMB

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

1. INTRODUCTION

1.1. The City of Chandler is seeking the services of experienced and qualified licensed Electrical Contractors with proven expertise in electrical installations and repairs in accordance with the specifications herein. This service shall be provided, on an as-needed, if-needed basis.

1.2. The City of Chandler intends to award to multiple contractors in order to meet the needs of the City and reserves the right to request bids from awarded contractors.

1.3. In general, the scope of work for electrical services may include but not be limited to installation, repairs, upgrades, and routine maintenance to include supervision, labor, equipment, materials, tools, and transportation to complete all work. The scope of work will be divided into two major categories: 1) High Voltage Electrical Services and 2) Low Voltage Electrical Services.

1.4. Offerors are encouraged to submit proposals for single or multiple categories.

1.4.1. **High Voltage Electrical Services:** Defined as electrical services above 1000 Volts. Contractors bidding on this service must have the ability to work on overhead/underground wires, substations, transformers, and related equipment while energized. The following high voltage repairs and services are listed as minimum, but not limited to:

1.4.1.1. **Group 1:** Transformers, Addition and/or removal of oil, perform double test, Turn To Ratio test (TTR), Oil analysis/testing, Hypo testing, Mega-ohm testing, On-site gasket fabrication, Relay and Circuit Breaker testing, Switchgear repair/replacement/testing, Substations, maintenance, and repair.

1.4.1.2. **Group 2:** Underground and overhead cables repair and maintenance, Pole testing, Hardware and ground wire tightening, Pole, and hardware change-out, Transition inspection and repairs (i.e., arrestors, cutouts, fuses, jumpers, and connectors), Down guy/anchor repair and replacement, switching and grounding, Utility notification and coordination as necessary, Manhole entry, cleaning, repair, and manhole (underground) cable work, Distribution panels, repair, inspection, cleaning, and testing.

1.4.1.3. It is understood some of the services listed above cannot be performed by all high voltage service contractors, and therefore shall be subcontracted to a contractor specializing in that field. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

1.4.2. **Low Voltage Electrical Services:** Defined as below 1000 Volts.

1.4.2.1. **Types of Service Work:** Air switches, Wire/cable replacement, transformers,

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switchgear and switchboard assemblies, distribution panels, circuit breakers, grounding systems, panel boards, disconnects, motor control centers, relay cabinets, variable speed drives (VFD), emergency and normal electrical power systems, lighting and lighting control systems, Lighting Retrofits, LED solutions, daylight harvesting, sports and controls systems, and other associated electrical equipment.

2. GENERAL VENDOR QUALIFICATIONS

2.1. Each Contractor assigned to this contract shall have the licenses, tools, equipment, materials, and technical ability to perform such services. Contractor shall provide all labor, supervision, transportation, equipment (including testing and all personal protection equipment), tools, and all effort necessary to make the required electrical systems repairs/retrofits, complete and operational.

2.2. Machinery/equipment that will be considered as additional cost and used directly to the electrical industry for the performance of normal electrical services, such as, but not limited to: Backhoes, Jackhammers, Concrete cutters, Excavators, Chain hoists, Man lifts (scissor lifts, forklifts, boom lifts, bucket trucks, etc.) These items (and other approved equipment), if rented from a rental contractor, will be allowed the rental charge plus an administrative mark-up cost per the contract awarded percentage of cost. If owned, the equipment shall be charged per the bid rate in the pricing section.

2.3. Contractor will be responsible to source all electrical parts/components/fixtures and equipment necessary in the repair or new installation of electrical and distribution systems. Exceptions may be, if in the best interest of the City, to utilize its own electrical commodity contract to source said supplies.

2.4. Replacement parts/fixtures shall be OEM and warranted for two (2) years unless longer warranties are available from manufacturers. All parts and electrical equipment provided by Contractor shall be new, except as otherwise stated on the drawings or specifications. All parts and electrical equipment shall be UL listed when such standards exist for the type of equipment. All electrical equipment and materials shall be furnished by the Contractor and shall be commercial quality and grade and be from a warrantied product line.

2.5. All electrical work shall comply with the requirements of the applicable edition of the National Electric Code and State/Local building codes.

2.6. All lighting and lighting system devices shall be manufactured, tested, and/or approved under the current applicable codes and standards for: ANSI, ASTM, BICSI, CSA, EIA, FCC, ISO, NEC, NEMA, and UL.

2.7. All work performed by the Contractor shall be subject to inspection and approval by the City.

2.8. Specifications for the work to be performed by Contractor and approved by the City shall be adhered to. Contractor may recommend alternate specifications or additional specifications for work; however, any alternate specification shall comply with all applicable rules, regulations, statutes, ordinances, codes, and standards. Contractor shall obtain approval from the City prior

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to using any alternate specifications for any work to be performed under the contract.

2.9. Prior to starting any work, the Contractor shall notify the City of any specification that conflicts with applicable rules, regulations, statutes, ordinances, codes, and standards, and offer an alternate solution that is in compliance with said rules.

2.10. When any aspect of a project is not covered by a specification, building code, or standard, the minimum standard for good and workmanlike construction shall be established usage, procedures and acceptable industry standards.

2.11. No products that contain asbestos fibers shall be used.

2.12. All work shall be accomplished in a manner to match adjacent existing work in the same area or on same elevation where practicable. Contractor will not make adjustments to or alter in any manner City's existing facilities without prior approval from City.

2.13. Upon request from the City, the Contractor shall obtain permits required for a job. The City shall reimburse the Contractor for actual cost of such permits. No amount for overhead and profit will be allowed for permits.

2.14. Prior to final acceptance of project completion, the Contractor shall provide the City a complete set of "as-built" system drawings and copies of operational manuals for all installed products and/or equipment.

2.15. Safety: Contractor shall be responsible for initiating, maintaining, and supervising all safety programs in connection with this work.

2.16. Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to the following:

2.16.1. All employees on the worksite and all other persons who may be affected thereby.

2.16.2. All the work, materials, and equipment to be incorporated therein.

2.16.3. Other properties at the site of, adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

2.16.4. Contractor must keep an acceptable E-Mod Rate determined by the City if requested.

3. REMOVAL AND DISPOSAL

3.1. Contractor shall remove from the worksite and dispose of removed lighting fixtures, ballasts, and lamps as soon as possible in accordance with current applicable federal, state, and local codes.

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3.2. Polychlorinated Byphenosis (PCB): Ballasts containing PCB shall be disposed of per current federal, state, and local codes. City's representative shall be notified immediately of any PCB that has leaked out from the ballast.

3.3. Contaminated Transformer Oils: Contractor shall follow all EPA regulations and ordinances regarding the disposal of contaminated oils from transformers.

4. SOLAR INSTALLATION AND MAINTENANCE

4.1. General requirements include the following:

4.1.1. Contractor shall separate photovoltaic (PV) source circuits and PV output circuits in the same raceway, cable tray, cable outlet box, junction box, or similar fitter as conductors, feeders, or branch circuits of the other non-PV systems. Contractor shall use correct means for identification of conductors, circuits, etc. at all points of termination, connection and splices. Connections to a module panel shall be arranged so that a potential removal does not interrupt a grounded conductor to other PV source circuits. Expansion joints should be utilized as necessary.

4.1.2. Contractor shall provide a detailed commissioning documentation to conclude installation.

5. ENERGY EFFICIENT LIGHTING INSTALLATIONS, PRODUCTS AND SERVICES

5.1. General requirements include the following:

5.1.1. New installations shall include, but not be limited to interior and exterior facility lighting; walkway lighting; parking lot lighting (including poles); street lighting (including poles); gymnasium lighting; indoor pool lighting; emergency lighting; auditorium lighting; stage lighting, traffic signals, airport applications, exterior athletic and sports field lighting and any other lighting applicable.

5.1.2. Energy efficient lighting installations, products, service, and repairs are requested for all lighting systems as listed herein.

5.1.3. Consulting services may include design; lighting and energy assessment; energy audit for lighting, and an evaluation of existing indoor and outdoor lighting systems. Consulting shall provide a solution to an energy saving solution or retrofit to reduce the overall consumption of energy for lighting systems. Contractor shall provide the information necessary for the City to properly assess the level of quality, construction components, compliance with applicable current state statutes, and/or the overall performance of the solution offered.

5.1.4. Contractor shall, upon request, submit manufacturer's product information sheets for the energy efficient lighting system and/or products to the City for approval before work begins. The manufacturer's product information sheet shall include model

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numbers, type, rating, size, style, and manufacturer's name.

5.1.5. Contractor shall provide energy efficient lighting system and materials that comply with current and applicable federal, state, local rebate programs for energy efficient lighting upon City's request.

5.1.6. Federal, state, and/or locally funded projects through grants, utility rebates, etc., shall comply with all requirements under the agreement to meet funding eligibility for the products and services. Contractor shall provide City the necessary documentation, such as lighting specifications, energy audit performed, etc. upon request.

5.1.7. Lamps shall comply as applicable with current Energy Independence and Security Act of 2007 (EISA) and current federal, state, and local codes if superseded. Contractor shall be responsible for monitoring and compliance with future regulations, codes, and laws.

5.1.8. Except for lamps and ballasts, the Contractor and the lighting system manufacturer(s) guarantee the usability of the lighting system installed is appropriate for the site conditions that exist and for the intended uses as identified in the project's scope of work for a minimum five (5) year period. Warranty shall commence on the date of final acceptance by the City's authorized representative. The warranty coverage shall not be limited to amount of usage.

5.1.9. Delamping services may be offered and shall not void any existing lighting fixture manufactures' warranties as applicable.

5.1.10. If requested by City, the contract vendor shall provide comprehensive training on the operation, use and testing of the installed products and/or equipment to personnel selected by the City. Any additional charges for training shall be included in the bid cost form.

5.1.11. The lighting system shall be accepted in writing only after a satisfactory test of the entire installed system, lighting components, and/or energy efficient lighting solutions in the presence of City's authorized representative.

6. RETROFIT/REPAIR OF EXISTING FIXTURES, LAMPS, AND BALLASTS

6.1. General requirements include the following:

6.1.1. Contractor shall offer lines of replacement fluorescent lamps that contain low-level mercury content, LED alternate lighting solutions of the latest design, or other current alternate energy saving fixture and lighting replacements.

6.1.2. Compact fluorescent lamps (CFL) and LEDs shall be available as an alternative for replacement of current lighting. CFL's shall be UL listed and have a minimum rated average life of 10,000 hours. LEDs shall have a minimum 2-year driver and/or cooling fan and lamp warranty.

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6.1.3. Contractor shall provide the City with mounting hardware, and any other components required for energy efficient lighting installations. Contractor shall also provide any manufacturers' requirements and/or recommendations for the installation and/or retrofit applications.

6.1.4. Electronic ballasts shall be physically interchangeable with standard magnetic core and coil ballasts.

7. EMERGENCY AND EXIT LIGHTING

7.1. General requirements include the following:

7.1.1. Emergency and exit lighting installations, retrofits, and/or repairs shall comply with current applicable CFR, NEC, NFPA, and OSHA requirements. Contractor shall notify City's authorized representative when existing lighting does not conform to those requirements and requires upgrades per federal, state, or local codes.

7.1.2. All fluorescent emergency ballasts shall meet or exceed all current NEC and NFPA requirements for emergency operations.

7.1.3. All replacement, repair or retrofit of fixtures, lamps, ballasts or batteries shall meet current applicable federal, state and local codes and CFR, NEC, NFPA, and OSHA requirements for emergency and exit lighting.

8. LIGHTING CONTROLS

8.1. General requirements include the following:

8.1.1. Lighting controls shall include, but not be limited to occupancy, temperature, remote, automatic, dusk-to-dawn, time, astronomical, etc.

8.1.2. Contractor may provide control systems and solutions that allow City to add future expansion and/or functions.

8.1.3. Lighting control systems shall not interfere, disable, disengage, or conflict in any manner with City's current facility security, burglar, fire (alarm, suppression, and control), or any other integrated system. Contractor shall not conjoin into these systems in any manner without written approval from the City and the presence of an authorized representative's technician for these systems during the installation and/or system initiation. Failure to comply with this requirement in any manner may be grounds for immediate cancellation of an awarded contract.

8.1.4. Lighting control systems and solutions shall include City training for operation and addition of future expansion and/or functions as applicable.

9. SCHEDULING REQUIREMENTS

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9.1. The Contractor shall have the ability to create and manage numerous individual accounts for order placement, billing, and reporting purposes.

9.2. The Contractor shall coordinate all repair/installation schedules with the City's point of contact before beginning work. All electrical connections requiring a power outage shall be made during an approved time limit and must be coordinated by the City's point of contact.

9.3. The Contractor shall be prepared with well-maintained equipment inventory/materials and satisfactory transportation for delivery at the work site to meet the customer demand and delivery requirements.

9.4. Services shall be made available to 365 days per year.

9.5. Labor rates bid shall include all direct labor and burden, equipment, small tools, common expendables. Labor rates shall be divided into the following categories:

9.6. Regular Service: work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding holidays.

9.6.1. After Hours: work performed after 6:00 PM and before 6:00 AM the next morning.

9.6.2. Weekends & Holidays: work performed Saturday, Sunday, or during a holiday.

9.6.3. Due to the nature of public sector agencies, response time for a requested service shall be four (4) hours (on-site) after Contractor receives request from the City for REGULAR SERVICE, and four (4) hour response on-site for calls AFTER HOURS. There shall also be a two (2) hour on-site response for any call during REGULAR or AFTER HOURS, if requested as an EMERGENCY.

9.6.4. Deviations and exceptions to the hours listed above must be disclosed in offeror's response if offeror is unable to meet these requirements of the contract. Deviations and exceptions may be cause for an offeror to be considered non-responsive and/or rejection of the bid.

10. ORDERING AND JOB COMPLETION PROCESS

10.1. The following is a listing of the requirements the ensuing contractor(s) must comply with when completing work under this contract:

10.2. **Request for Service:** The City will notify the contractor of the need for electrical services to include but not limited to preventative maintenance, repair, replacement or emergency services. Request for proposal for the provision/installation of a specific scope of work will be issued by the City.

10.2.1. This shall be requested at the sole discretion of the City of Chandler and may be

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requested of multiple Contractors. This shall not be construed by the Contractor to be a guarantee that the work will be awarded to the Contractor.

10.2.2. At the time of the request, the Contractor shall inform the City of Chandler if the Contractor elects to decline the request. The Contractor shall provide a written statement stating the reasons for declining within 3 business days.

10.2.3. At the time of the request, the City of Chandler and the Contractor shall agree on a date and time to conduct a pre-proposal inspection at the site of the project. The pre-proposal inspection shall occur within 10 business days of the request. While the City of Chandler shall attempt to find a mutually agreeable date and time for the pre-proposal inspection, the date and time of the inspection shall be conducted at the convenience of the City of Chandler.

10.2.4. **Correspondences:** Please include work order number on all correspondences if provided by the City.

10.2.5. **Site Visit:** Dependent upon the complexity/nature of the project, a predetermined and/or pre-identified site visit may be held by the City to ensure the contractor(s) are aware of important issues regarding the project site conditions, security procedures, work responsibilities, loading and unloading restrictions, etc. to ensure accurate cost estimates.

10.2.6. **Project Proposals:** After a site review of the project, contractor shall submit the project proposal to the City within the specified time frame. The submitted project proposal is to be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the City that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract number and approved by the City prior to authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment.

10.2.7. **Purchase Order:** Based on the Contractor's proposal, if acceptable in accordance with contract terms and conditions, a purchase order will be issued by the City.

10.2.8. **Delivery and Installation:** Contractor will notify the City when material has been received and provide a proposed project completion date. Installation shall start within seven (5) working days after material is received. Installations will not start without prior approval of the City's authorized representative. Contractor shall assign a supervisor or contact person for each job who has the ability to communicate with City's designated point of contact.

10.2.8.1. Secure all materials and equipment on the site.

10.2.8.2. Perform all electrical projects in full compliance with specific Electrical Project Price Proposal, Preventative Maintenance Proposal, Notice to Proceed, emergency repairs estimate, and all relevant technical and

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applicable manufacturer specifications in a good workmanlike manner.

10.2.8.3. Be fully responsible of the ways, means, methods, techniques, procedures, and for performance and enforcement of safety requirements relating to the project.

10.2.8.4. Comply with the City of Chandler's Hot Work Policy (attached). Designate one person on each crew to perform a daily fire watch. The designated crew City shall watch for fires or smoldering materials. Continue the fire watch for 30 minutes after hot work has been suspended for the day.

10.2.8.5. Comply with all relevant standards and code requirements for erection of structurally adequate site, work, street, or other barricading. Where appropriate and needed, provide lighting, including flashing red or amber lights.

10.2.8.6. Conduct work during the hours indicated on the Notice to Proceed. Work may either be conducted during normal business hours, after hours, weekends, or holidays.

10.2.8.7. Provide a minimum five (5) days' notice to the City and manufacturer prior to commencing any work and notify both parties on a daily basis of any change in work schedule.

10.2.8.8. Direct and coordinate the work of all subcontractors to create general cooperation between trades and facilitate expeditious progress of work.

10.2.8.9. Confine workers, apparatus, the storage of materials, and operations of his workmen to the limits indicated by law, ordinances, permits, or directions of the City representative, and not unreasonably encumber the premises with materials or equipment.

10.2.8.10. Coordinate and schedule in writing after verbal consultation no less than 3 business days in advance with the City of Chandler or Electricians any required utility outage and switch-over. Include in the advance notice (1) the date and time for the switch over to occur, (2) estimated total time of the outage or switch over, (3) identify systems to be impacted by the switch over, (4) identify the contractor performing the work. Any outages or switchovers of utilities that may cause impact to the Facility being repaired shall be required to be done when the building is not occupied. The City representative will have the final approval of date and time of all outages.

10.2.8.11. Prevent access by the public to materials, tools, and equipment.

10.2.8.12. Complete, to the City's full satisfaction, all job site clean-up including building interior, exterior and landscaping where affected by the

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construction. Remove all debris daily from the project site and take to a legal dumping area authorized to receive such materials. At the conclusion of the project, clean the work site of rubbish, litter, and other foreign substances. Sweep paved areas broom clean, remove stains, spills and other foreign deposits.

10.2.8.13. Comply with regulations for safety standards for cleaning. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

10.2.8.14. Coordinate with the City disposition of any extra, left-over material of value remaining after completion of the work that shall become the City's property.

10.2.8.15. Ensure the regular and periodic inspection, review, and approval by the City of Chandler and by the appropriate manufacturer representatives of all phases of work requiring such inspection.

10.2.8.16. Correct, upon the direction of the City of Chandler or manufacturer representative, any work or work-related condition, determined by any of the parties to require correction.

10.2.8.17. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.

10.2.8.18. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

10.2.8.19. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.

10.2.8.20. Inspect products upon delivery to ensure compliance with the Manufacturers' Standards and Requirements, and to ensure that products are undamaged and properly protected.

10.2.8.21. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated.

10.2.8.22. Request in advance from the City of Chandler electrical and water service for use during the project for project-related requirements only. Electric and water costs shall be paid by the City; however, the Contractor shall pay for unanticipated or excessive water usage as determined by the City of Chandler.

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10.2.9. **Completion of Services:** After completion of services, the Contractor will email the City's designated point of contact a photograph copy of completed work along with any required reporting within 24 hours of completing services.

11. INVOICING

11.1. After completion of services, the Contractor shall submit an invoice to the City. All invoicing for Time and Materials shall include:

11.1.1. Purchase Order number.
11.1.2. Work Order number (if supplied by the City)
11.1.3. Terms as per bid
11.1.4. Contract number.
11.1.5. Job site name and location
11.1.6. Description of work performed.
11.1.7. Total labor hours
11.1.8. Labor rate as per bid
11.1.9. Itemized materials
11.1.10. Tax on materials only.
11.1.11. Total

11.2. *Rented equipment charges (submitted with a copy of the invoice from rental firm) shall not add additional sales tax other than what the rental firm has posted.

11.3. All invoicing for Project work shall include:

11.3.1. Purchase order number.
11.3.2. Terms as per bid
11.3.3. Contract number.
11.3.4. Job site name and location
11.3.5. Project description
11.3.6. Project cost
11.3.7. Change order cost (if applicable)
11.3.8. If change orders have been implemented – must be separately line-itemed priced.
11.3.9. Grand total of invoice
11.3.10. Invoicing that does not have all the required information as listed above may be sent back to contractor for corrections, delaying payment to Contractor.

12. PAYMENT AFTER JOB COMPLETION

12.1. Payment shall not be provided until inspection is completed and an approval signature is provided by authorized City representative. In case of non-satisfactory completion of any individual project, the City reserves the right to withhold payment as permissible by law.

12.2. Progress Payments - Contractor may make progress payments under the following conditions:

12.2.1. City and Contractor agree to the terms of the progress payments prior to issuing a

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purchase order.

12.2.2. Purchase order describes the amounts or percentages and the dates or frequency of payments.

12.2.3. Payments are made in full compliance with City's local governing entity rules.

13. DELIVERY

13.1. It shall be the Contractor's responsibility to meet the City's delivery requirements, as called for in the Technical Specifications.

13.2. Emergency or rush deliveries requested by the City that require special shipping and handling charges may be at the City's expense, but only with prior written approval from the City. Emergency or rush shipping charges shall be added to an invoice as a separate line item.

13.3. In the event emergency or rush delivery is required as the result of a Contractor's error, all shipping and handling charges shall be paid by the Contractor.

13.4. The City reserves the right to examine freight cost and route shipments with their own contracted carrier.

13.5. Under no circumstances shall the Contractor increase their profit margin through shipping charges.

14. COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS

14.1. All work must comply with EPA, OSHA, and any local regulations in effect at each service occurrence. Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments. If the Contractor is found to be not in compliance with said Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the Contractor may be placed on suspension until such non-compliant issues are rectified.

14.2. The Offeror must hold a valid license issued by the State of Arizona Registrar of Contractors prior to submission of a proposal and must maintain same throughout the duration of the contract term and any subsequent contract extensions. Failure to maintain said license may be grounds for default of the contract and subsequent termination.

15. IDENTIFICATION OF FINANCIAL RESOURCES

15.1. Offerors will make the City aware of any financial incentives that may be available as a result of the purchase and installation of electrical equipment (i.e.: rebates, funding, credits, buyback programs, etc.)

15.2. Offerors will assist the City to secure financial incentives when available.

16. CITY'S RESPONSIBILITIES

16.1. The City of Chandler will designate one or more Representatives to oversee Contractor work.

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These City Representatives may be present during any electrical projects, to perform certain functions, assisting the Contractor as appropriate, monitoring Contractor performance, consult with and be advised by manufacturer representatives, review, accept, or decline to accept the work performed by the Contractor, and ensure overall contract compliance.

16.2. The City of Chandler designated representative(s) shall:

16.2.1. Serve as the primary City contact(s) for electrical projects and repairs for buildings that are the responsibility of their respective department. (Building & Facilities)

16.2.2. Collaborate with the Contractor to develop electrical project specifications.

16.2.3. Coordinate on-site pre-project proposals and meet with the Contractor at the project location/site on the specified date and time scheduled for commencement of project or repair.

16.2.4. Review, decline, or approve Electrical Project proposals.

16.2.5. Develop and submit Notices to Proceed for all work.

16.2.6. Provide or coordinate Contractor access to work sites, buildings, yards, etc. to facilitate the work, and resolve any unanticipated access issues. Assign as necessary facility access keys as needed for access to the electrical rooms and/or building facilities. Contractors will bear a financial burden, should keys be lost during the construction of a job.

16.2.7. Consult with the Contractor in advance and during the course of all electrical projects to ensure the work progresses and is completed to the full satisfaction of the City.

16.2.8. Consult with manufacturer representatives to verify proper product uses and application.

16.2.9. Conduct routine and periodic inspections at their convenience of the work of the contractor at any time during the project.

16.2.10. Consider any recommendations or suggestions made by the Contractor during the project regarding any aspect of the project that may deviate from the approved project specifications or notice to proceed and approve or decline to approve any such recommendations or suggestions.

16.2.11. Review, approve, or decline to accept work at any phase of the electrical project, and direct the Contractor to correct any deficient processes, products, applications, or other Contractor actions.

16.2.12. Act as liaison with primary building contact to inform occupants of the work, minimize disruption to public services or the work of building occupants, resolve problems, respond to building occupant complaints, inform occupants of actions that may

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disrupt the work of building occupants or interfere with public service (such as electrical shutdown, etc.), and notify occupants of project completion.

16.2.13. Provide other assistance to the Contractor as necessary and appropriate to expedite the project.

17. EMPLOYEE REQUIREMENTS

17.1. The Contractor shall designate a management or supervisory individual to act as Company Representative who shall be responsible for and have authority to act in overseeing and supervising Contractor Technician(s), be available at the request of the City to inspect work, meet and discuss work, resolve performance issues, and to provide technical advice, consultation, or input as requested by the City. The Company Representative shall be available at all times via telephone and shall be able to respond within 48 hours to requests for meetings or consultation, and within 2 hours to emergencies as determined by the FM Contract representative.

17.2. The Contractor shall ensure that all Contractor employees and personnel conduct themselves in a professional manner, and maintain positive, open, respectful and constructive communication with City staff, and the public. The Contractor shall ensure that all employees wear photo identification badges that clearly show the Contractor's company name and the first and last name of the employee. Contractor employees must always wear these identification badges while on a City of Chandler job site.

17.3. Contractor shall provide portable restroom facilities for their workers, to be placed on-site as directed by the City of Chandler if applicable.

17.4. The Contractor shall ensure that all Contractor employees and personnel, while working at City buildings or sites, or otherwise engaged in performing work for the City, are not under the influence of alcohol, drugs or other intoxicants, do not engage in any illegal activities, and are not in possession of weapons.

17.5. The Contractor shall immediately remove at the direction of the City of Chandler, or other City staff, any of employee or worker from current and future assignment to work at City buildings or sites in response to the City representatives' determination that the Contractor employee is incompetent, abusive, disorderly, disrespectful, ineffective, inefficient, in possession of or under the influence of intoxicants or narcotics, or in possession weapons. The City reserves the right to have Contractor employees removed with the assistance of contract security or the appropriate law enforcement agency.

18. OTHER REQUIREMENTS

18.1. The Contractor shall be knowledgeable of, and obtain any and all licenses, permits, certifications or other relevant documents and authorizations required to perform any work under this contract, and provide evidence of such to the City of Chandler upon request.

18.2. The Contractor shall pay any and all taxes, charges and fees that are necessary or required.

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18.3. The Contractor shall provide workmanship that is of the highest professional and industry standard by performing all work in strict accordance with any and all applicable codes, work standards, manufacturer specifications, and any legal, regulatory or industry requirement or standard.

18.4. The Contractor shall conduct work in strict adherence to all applicable professional and legal safety standards and requirements, particularly any Occupational Safety and Health Administration (OSHA) requirements.

19. MONITORING CONTRACTOR PERFORMANCE

19.1. The Contractor shall fully and always cooperate with the City of Chandler contract compliance function to ensure that the City receives all contracted services, and that the Contractor is paid promptly and fully for work performed to the City's satisfaction.

19.2. The City of Chandler may utilize any or all of the following steps when monitoring Contractor performance.

19.2.1. On-Site Monitoring: Conduct visual on-site work performance during all electrical projects, using observation, discussion, and technical consultation.

19.2.2. Inspection of Equipment, Parts, Materials, Supplies: Inspection or testing of any and all equipment, parts, materials, supplies, or services provided by the Contractor to verify contact compliance. Inspections may be done with the assistance of manufacturer representatives.

19.2.3. Testing of Equipment: Conduct Independent testing, or have tested by an outside third party, any equipment, parts, materials, supplies, installations, repairs, services to verify equipment specification and performance.

19.2.4. Independent Inspection or Audit: Notwithstanding any other audit clause in this contract, the City of Chandler may at any time conduct a review, inspection or audit of the Contractor's performance related to any contract requirement, independent of any contract compliance activities conducted by others.

19.2.5. Informal Discussion: The City of Chandler shall attempt to resolve non-critical contract performance issues promptly and informally at the first level through a discussion with on-site Contractor technicians. Matters unresolved will be escalated to the City of Chandler Management.

19.2.6. Reporting Deficient Performance to the Contractor: The City of Chandler Management will contact Contractor, requesting follow-up action to resolve the performance matter. The City of Chandler Management and Contractor may meet to discuss, and resolve noted instances of deficient contract performance. The purpose of this step is to informally but promptly give the Contractor the opportunity to correct deficient performance.

19.2.7. Unresolved Performance Issues: Performance issues that have not been fully

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resolved and corrected by the Contractor shall be referred to the City of Chandler Procurement Department for remedy action.

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EXHIBIT B TO AGREEMENT
PRICE PROPOSAL

Section 1 – Hourly Rates

	Journey Level/ Supervisory	Apprentice	Laborer
Regular Hours	$230.00 /hour	$155.25 /hour	$65.00 /hour
After Hours	$390.00 /hour	$275.00 /hour	$98.00 /hour
Emergency Response Regular Hours	$230.00 /hour	$155.25 /hour	$65.00 /hour
Emergency Response After Hours	$390.00 /hour	$275.00 /hour	$98.00 /hour

Section 2 – Low Voltage Hourly Rates

	Journey Level/ Supervisory	Apprentice	Laborer
Regular Hours	$110.00 /hour	$ 79.00 /hour	$65.00 /hour
After Hours	$156.00 /hour	$138.00 /hour	$98.00 /hour
Emergency Response Regular Hours	$110.00 /hour	$ 79.00 /hour	$65.00 /hour
Emergency Response After Hours	$156.00 /hour	$138.00 /hour	$98.00 /hour

Definition of terms:
Journey Level or Supervisory = Certified with 4+ years of experience
Apprentice = Certified with 2+ years of experience
Laborer = Non-certified or helper

Section 3 – Mark Up

Materials	15%
Rented equipment	15%
Emergency Response – High Voltage	FOUR hours minimum billed for work done (1) to (4) hours and EIGHT hours minimum for work done over (4) hours to (8) hours
Emergency Response – Low Voltage	Two hours minimum
General Conditions	8.52% of direct costs of each project.

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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 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

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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 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.

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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

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 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

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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.

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.

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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.

Remainder of this page intentionally blank.

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Performance and Payment Bonds.

At the time City issues Notice of Contract Award, Contractor must provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Contract Price.

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

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

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

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

Please see Exhibit E and F for Performance and Payment Bond forms.

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EXHIBIT E TO AGREEMENT

PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Bond amount)

KNOW ALL MEN BY THESE PRESENTS: That, _____ (hereinafter called the Principal), as Principal, and _____ a corporation organized and existing under the law of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Chandler, County of Maricopa, State of Arizona, in the amount of _____Dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severely, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, Dated the _____ day of _____, _____, for **Electrical Maintenance, Repair, and Installation, BF2-910-4768**, which Contract 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 said Principal shall faithfully perform and fulfill all the undertakings, covenants terms, conditions, and agreements of said contract during the original term of said Contract and any extensions thereof, with or without notice to the Surety, and during the life of any warranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of conditions of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this ____ day of _____, 2020.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

BY _____

_____
SURETY SEAL

_____

_____
AGENT ADDRESS

Docusign Envelope ID: DA052E4B-BFC1-40A4-A606-3627B4A150C8

EXHIBIT F TO AGREEMENT

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 Contract 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 the City of Chandler, (hereinafter "Obligee") County of Maricopa, State of Arizona, in the amount of _____ _____ Dollars ($_____), for the payment whereof, the said 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 Contract with the City of Chandler, dated the _____ _____ day of _____ , 20___, for **Electrical Maintenance, Repair, and Installation Services, BF2-910-4768,** which Contract 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 OBLICATION 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 contract, 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 shall 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 shall 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

Docusign Envelope ID: DA052E4B-BFC1-40A4-A606-3627B4A150C8

Hot Work Permit Procedure

A hot work permit is required in advance of any work requiring heat or open flame to complete within a city facility. Hot work procedures include welding, torch cutting, grinding, brazing, flame soldering, hot tar projects, portable gas procedures and other work where there is potential for fire.

The Hot work Permit form will be filled out after analysis of hot work area is done. It is then reviewed by the supervisor to ensure the proper precautions have been documented on the Hot Work Permit. The permit is then posted adjacent to the work area and when the job is completed it removed and the supervisor retains the permit for a period of one year.

Jobs will be terminated when they are outside of the constraints and procedures indicated on the Hot Work Permit. The permit will be maintained in effect during the time a fire watch is required.

Other issues that may need to be considered include:

1) Whether or not it is a confined space (see “confined space permit”)
2) Whether shielding (e.g., UV rays, sparks) to protect workers other than the welder is needed.
3) PPE for welder such as proper welding hood, gloves, chaps, etc.
4) How fire alarm and suppression systems will be handled (e.g., minimizing false alarms while maintaining maximum fire protection)

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EXHIBIT G TO AGREEMENT
PERMIT FORM

Date: _____ Location: _____

Nature of Work: _____ Equipment _____

Name: Permit Expires (within 24 hrs.) Time: _____

	Yes	No	N/A
PRECAUTIONS:			
Fire Sprinklers in service	____	____	____
Cutting/welding equipment in good repair	____	____	____
Fire Extinguisher on hand	____	____	____
PRECAUTIONS WITHIN 35' OF WORK:			
Floors free of combustibles	____	____	____
Combustible floors protected	____	____	____
Flammable liquids removed or protected	____	____	____
Explosive atmosphere in area eliminated	____	____	____
All walls and floors opening covered	____	____	____
Fire resistant coverings under work	____	____	____
WORK ON WALLS, CEILINGS OR FLOORS:			
Construction is non-combustible	____	____	____
Combustibles moved away from other side of the wall	____	____	____
WORK ON ENCLOSED EQUIPMENT:			
Enclosed equipment cleared of all combustibles	____	____	____
Containers purged of flammable/combustible liquids and gases	____	____	____
FIRE WATCH:			
Fire watch will be maintained during and for at least 30 minutes after completion	____	____	____
Fire watcher is trained in use of this equipment and in sounding alarm	____	____	____
Fire watcher is supplied with appropriate fire extinguisher	____	____	____
Fire watcher checks affected, adjacent rooms	____	____	____

***Applicable items must be answered "yes" (or N/A) before permit is approved.**

External Contractor: Project/Number: _____
Project Coordinator: _____
Contractor Company Name: _____
Contractor Employee Rep.: _____

Approval

Supervisor: _____

Signature: _____

Contact Number: _____

Permit must be posted at jobsite.

Certificate Of Completion

Envelope Id: DA052E4B-BFC1-40A4-A606-3627B4A150C8
Status: Sent
Subject: Complete with Docusign: 4768 Agreement - Arizona Facility Edit1.pdf, 4678 Agreement - Facility ...
EDMS Application: CC-AGRMTS
Source Envelope:
Document Pages: 42
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Arizona

Envelope Originator:
Saranna Davidson
PO Box 4008
Chandler, 85244
Saranna.Davidson@chandleraz.gov
IP Address: 198.241.2.1

Record Tracking

Status: Original
11/26/2024 | 04:06 PM
Holder: Saranna Davidson
Saranna.Davidson@chandleraz.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Chandler
Location: DocuSign

Signer Events	Signature	Timestamp
Martin Baricevic martin.baricevic@azfacility.com Vice President Security Level: Email, Account Authentication (None)	Martin Baricevic Signature Adoption: Pre-selected Style Using IP Address: 72.208.47.105	Sent: 11/26/2024 | 04:16 PM Resent: 12/2/2024 | 08:35 AM Resent: 12/3/2024 | 08:52 AM Viewed: 12/3/2024 | 10:06 AM Signed: 12/3/2024 | 10:06 AM
Electronic Record and Signature Disclosure: Accepted: 12/3/2024 | 10:06 AM ID: c5e93fff-c8aa-4162-96f1-6ef2bcaf10b3		
Records Division Signing Group: Records Division Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Daniel Brown Daniel.Brown@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 7/1/2021 | 08:17 AM ID: 563d172a-e614-4b9b-b2a1-61a0afc8280a		
Kevin Hartke kevin.hartke@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 6/28/2021 | 11:17 AM ID: 2531f230-027c-41f7-9166-1189df6a8c8f		
Dana DeLong Dana.DeLong@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 6/28/2021 | 01:03 PM ID: e796186e-c533-4a41-978c-34d69e29778a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Records Division		Sent: 12/3/2024 | 10:06 AM

Records Management Administrator

City of Chandler

Signing Group: Records Division

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Rosenda Contreras Rosenda.Contreras@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/30/2022 | 01:24 PM ID: fd43dfe1-51e8-4292-b795-54e27b662b8e		
Mike Hostallero mhostallero@azfacility.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/26/2024 | 04:16 PM
Envelope Updated	Security Checked	12/2/2024 | 01:51 PM
Envelope Updated	Security Checked	12/2/2024 | 01:51 PM
Envelope Updated	Security Checked	12/2/2024 | 01:51 PM
Envelope Updated	Security Checked	12/2/2024 | 01:51 PM
Envelope Updated	Security Checked	12/2/2024 | 01:51 PM
Envelope Updated	Security Checked	12/2/2024 | 01:51 PM
Envelope Updated	Security Checked	12/3/2024 | 08:52 AM
Envelope Updated	Security Checked	12/3/2024 | 08:52 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Chandler (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Chandler:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: esignature@chandleraz.gov

To advise City of Chandler of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@chandleraz.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Chandler

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@chandleraz.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Chandler

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to esignature@chandleraz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Chandler as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Chandler during the course of your relationship with City of Chandler.

CHANDLER arizona
Community of Innovation

City Council Memorandum Facilities and Fleet Memo No. N/A

Date:	December 09, 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:	Purchase of Energy Management Control System Services

Proposed Motion:

Move City Council approve the purchase of energy management control system services, from Mesa Energy Systems, Inc., utilizing the State of Arizona Contract No. CTR062668, in an amount not to exceed $365,000.

Background/Discussion:

The city currently uses an Energy Management System (EMS) to control the HVAC and lighting in 24 city buildings. This contract will provide for technical programming services, materials, and equipment for the repair and maintenance of the existing control infrastructure on an as-needed basis.

Evaluation:

The State of Arizona competitively solicited and awarded a contract to Mesa Energy Systems, Inc., for energy management control system services. 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 November 1, 2025.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.3200.5219	General Fund	N/A	$85,000	N

401.3210.6210.6BF628	General Government Capital Projects	Existing City Bldg Renov/Repairs	$280,000	Y

CHANDLER arizona
Community of Innovation

City Council Memorandum Fire Memo No. N/A

Date:	December 09, 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 Fire Apparatus

Proposed Motion:

Move City Council approve the purchase of three fire apparatus, utilizing the Houston Galveston Area Council (H-GAC) Contract No. FS12-23, in an amount not to exceed $3,900,000, and approve a General Fund Contingency transfer of $3,900,000 to allow for creation of the purchase order in the current fiscal year.

Background/Discussion:

The Chandler Fire Department (CFD) has utilized cooperative agreements and request for proposal (RFP) processes in the past to acquire fire apparatus. The current build time for a custom fire engine is approximately two to three years after purchase. Due to this lead time, CFD requests Council approval to order three replacement fire engines that are budgeted in the Capital Improvement Program (CIP) for Fiscal Year (FY) 2027-28. Payment for the fire engines would not be completed until the planned FY 2027-28 replacement, when the engines are received by the Department. City Council authorization is requested to provide the ability for CFD to order the fire engines through one of two established cooperative agreements in order for the vehicles to be received and purchased in the year the existing fire engines are scheduled for replacement. The cooperative agreements cover several vehicle manufacturers used by CFD, and the total purchase price will remain within the budget approved by City Council.

Evaluation:

H-GAC competitively solicited and awarded agreements for fire service apparatus to multiple manufacturers, including E-One, Inc.; Pierce Manufacturing, Inc.; and Rosenbauer, LLC. The City has current agreements allowing for the cooperative use of H-GAC contracts. Staff recommends the use of the H-GAC contract to allow for the most expeditious purchase of a fire engine at a competitive price.

Financial Implications:

CFD requires the approval to order three replacement fire engines that are currently budgeted in the CIP for Fiscal Year 2027-28. The creation of a purchase order in the current Fiscal Year for these fire engines will require a transfer from the General Fund, Non-Departmental Cost Center, Contingency Account (101.1290.5911) to the General Government Capital Projects Fund, Fire Capital Cost Center, Aquisition Account, Fire Emergency Vehicle Replacement Project (401.2250.6310.0.6FI641) in the order amount of $3,900,000. The payment will occur upon arrival of the vehicle in FY 2027-28 and will be funded through the existing CIP program, Fire Emergency Vehicle Replacement.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.2250.6310.0000.6FI641.0000	General Government Capital Projects	Fire Vehicle Replacement Program	$3,900,000	Y

Attachments

Bid

December 3, 2024

City of Chandler Fire Department, AZ
Three (3) Enforcer Pumpers CC906
Build Location: Appleton, WI

Proposal Price	$3,529,264.00	
Arizona State Sales Tax @ 5.60%		197,638.78
Phoenix Sales Tax @ 2.70%		95,290.13
PHX Transportation Plan Tax @ 0.3% of $13,866.00		124.98
Total Bid Price Including Sales Tax		*$3,822,317.89*
Less chassis progress payment discount	(53,202.00)	
Less payment upon completion @ factory discount	(35,407.00)	
Less 100% pre-payment discount	(253,479.00)	
Subtotal including all pre-pay discounts	$3,187,176.00	
Arizona State Sales Tax @ 5.60%		178,481.86
Phoenix Sales Tax @ 2.70%		86,053.75
PHX Transportation Plan Tax @ 0.3% of $13,866.00		124.98
Total Bid Price Including Pre-Pay Discounts & Sales Tax		*$3,451,836.59*

Terms:

Price Expiration: The above pricing is valid until January 24, 2025.
Preliminary Pricing: The above pricing is for budgetary purposes only. Actual cost may change once the apparatus specification and project details are finalized.

Future Changes: Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and in any such event any resulting cost increases incurred to comply will be added to the Purchase Price to be paid by the Customer and documented on a Change Order.

Component Price Volatility: Company shall not be responsible for any unforeseen price increase enacted by the suppliers of major components of the Product (including but not limited to engine, transmission, and fire pump) after the execution of contract or purchase order. Any price increase major components of the product will be passed through to the Customer and will be documented on a Change Order.

Multiple Unit Pricing: Multiple unit pricing is based on the apparatus being purchased, manufactured and delivered at the same time. If apparatus are not ordered, manufactured and delivered at the same time, revised pricing will be required.

Delivery: Based on Pierce's current delivery schedule the apparatus would be ready for delivery from factory within 33 to 38 months after contract execution or purchase order. Delivery is subject to change pending Pierce's delivery schedule at time of order. This time does not include any possible delays that may be caused by national disasters or pandemic.

Payment Terms:

a. If pre-payment discount options are elected, the following terms will apply:

i. Chassis Progress Payment Discount: The chassis progress payment in the amount of **$1,144,944.00** will be due **three (3)** months prior to the ready for pick up from the factory date. If elected, an invoice will be provided 30 days prior to the chassis payment due date. If payment is not made when due the discount total will be added back to the final invoice.

ii. Payment Upon Completion at Factory Discount: If elected final payment is due prior to apparatus leaving the factory for delivery. If payment is not processed upon receipt of invoice the discount total will be required in addition to the invoice amount.

iii. 100% Pre-Payment Discount: If elected, an invoice will be provided upon order processing for the 100% pre-payment. Upon receipt of invoice, payment must be made within thirty (30) days. If this option is elected, the discount is in addition to the chassis progress payment discount, and the payment upon completion at the factory discount. If payment is not made when due, the above mentioned pre-payment discounts or a portion thereof, will be added back to the final invoice. Final payment, including any changes made during manufacturing, is due upon completion of the Product at the factory and prior to delivery from the factory.

b. If pre-payment discount options are not elected standard payment terms will apply: Final payment will be due 30 days after the apparatus leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

c. Payments made for apparatus using a credit card will be applicable to a credit card convenience fee.

Change Orders: Changes processed after order placement will be processed per the following structure; deductions will be based on the option price at time of order placement, additions will be based on current pricing levels at time of change request.

Consortium Purchase: The proposal is based on the unit being purchased through H-GACBuy (Houston-Galveston-Area-Council Cooperative Purchasing Program) utilizing contract FS12-23 valid until 11/30/2027 with a registered End User member Interlocal Contract. It is the purchaser's responsibility to determine if the use of consortiums meets their purchasing requirements.

Performance Bond: A performance bond is included in the above price and will be provided after order placement. If customer elects to remove the performance bond **$10,903.00** may be deducted from the purchase price. All purchase orders must include the following verbiage if a performance bond is elected, **"Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible."**

Transportation: Transportation of the apparatus to be driven from the factory to the customers location is included in the above pricing. However, if permits are not obtainable, due to the weight of the apparatus, and the apparatus must be transported on a flat bed, additional Transportation charges will be the responsibility of the customer. We will provide pricing at that time if necessary. If customer elects to drive the apparatus from the factory, **$13,000.00** may be deducted from the purchase price. if this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.

Inspection Trips: Two (2) factory inspection trip for **four (4)** customer representatives is included in the above pricing. The inspection trip will be scheduled at a time mutually agreed upon between the manufacture's representative and the customer, during the window provided by the manufacturer. Airfare, lodging and meals while at the factory are included. In the event the customer is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trip. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the of the customer. If the customer elects to forgo an inspection trip **$2,400.00** per traveler (per trip) will be deducted from the final invoice.

Proudly serving you, while you serve your communities since 1987

ITEM 14

CHANDLER arizona
Community of Innovation

City Council Memorandum Human Resources Memo No.

Date: December 09, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager

From: Rae Lynn Nielsen, Human Resources Director
Subject: Resolution No. 5852 Personnel Rule 15 Amendment, Section 9, Use of City Sick Leave

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5852 Amending Personnel Rule 15, Section 9, Use of City Sick Leave.

Background:

This amendment will modify the city's Personnel Rules by removing existing restrictions on the use of sick leave for parental circumstances. This section of the Personnel Rules will no longer be relevant or necessary with the establishment of a parental leave benefit (as set forth in Administrative Regulation CC Reg. CM-86, Parental Leave Program). All other aspects of the Personnel Rules relating to sick leave will remain the same.

Financial Implications:

Leave programs are managed within existing departmental budgets. Associated costs are charged to individual employees' cost centers to ensure transparent and accurate budget management.

Attachments

Resolution 5852

RESOLUTION NO. 5852

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING CITY OF CHANDLER PERSONNEL RULE 15, LEAVES OF ABSENCE, SECTION 9, USE OF CITY SICK LEAVE

WHEREAS, the Human Resources Director is charged with preparing Personnel Rules for the administration of the City's merit system, including any necessary amendments thereof; and

WHEREAS, the Human Resources Director proposes the amendment of Personnel Rule 15 to update and clarify procedures and practices related to the adoption of the Parental Leave Program; and

WHEREAS, the proposed amendment has been reviewed by the City Manager and referred for action.

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

Section 1. The amendment of Personnel Rule 15 attached hereto as Exhibit A is approved and adopted.

Section 2. All other Personnel Rules not amended hereby shall remain unchanged.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this 12th day of December 2024.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5852 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 12th day of December 2024, and that a quorum was present thereat.

_____

CITY CLERK

APPROVED AS TO FORM:

_____ _____

CITY ATTORNEY RGL

Resolution 5852
Exhibit A

Rule 15 - LEAVES OF ABSENCE

Section 9. Use of City Sick Leave

A. City Sick Leave is not a benefit that employees may use at their discretion. Sick leave is a privilege and shall be allowed only for the following purposes:

1. For recovery from personal illness or injury. Minor ailments, which do not affect the safety of employees, persons or property or endanger the health of other persons while performing job duties, do not qualify an employee for sick leave.

2. For diagnosis, prevention and/or treatment of a personal illness or injury including medical, dental, and optical treatments.

3. When the employee needs health care treatment and examination when prescribed or performed by a licensed health care practitioner.

4. For an illness or injury of a family member (defined for purposes of City Sick Leave as spouse, any parent or a child, including adoptive or foster children, or any relative for whom the employee is responsible for providing regular day-to-day care). The supervisor, after consultation with the Human Resources Director, may request a medical certification from a health care provider to verify that it is necessary for the employee to provide physical or psychological care for a family member who is unable to care for his/her own basic medical, hygiene, or safety needs, or is unable to transport him or herself to the doctor or treatment facility. For FMLA-qualifying leave, “family member” means spouse; parent (including adoptive, foster, or stepparent, or individual who stood in *loco parentis* to employee), or child (including adoptive, foster, or stepchild, or child of employee standing in *loco parentis*).

5. For an approved Family ~~&~~ Medical Leave for the birth of a child or for the placement of a child with the employee for adoption or foster care, ~~the~~ an eligible full-time employee may use Parental Leave as set forth in Administrative Regulation CC Reg. CM-86, Parental Leave Program. ~~up to 80 hours of sick leave (or the equivalent as computed under the Rule for Fire employees assigned to more than a 40 hour week or the Rule for regular employees who work less than full- time but 1,040 hours or more a year in a part-time budgeted position) if supported by a birth certificate or legal documentation of the placement of the adoptive or foster child.~~ A medical certification will be required for the use of ~~sick~~ leave for a serious health condition in excess of Parental Leave. ~~of 80 hours (or equivalent)~~

B. Any absence of three (3) or more consecutive workdays due to a serious health condition of an employee or employee's family member as defined by the Family Medical Leave Police and Family Medical Leave Act ~~of 1993~~ (FMLA) must be reported in accordance with ~~the City's~~ Administrative Regulation CC Reg. CM-58, Family and Medical Leave ~~Policy~~.

C. The Department Director, after the consultation with the Human Resources Director, may require an employee to be medically evaluated by a health care provider when there is reason to believe the employee is unable to perform the requirements of his or her job safely or might pose a danger to the property or health and safety of other persons while performing job duties.

D. Employees shall be responsible for the cost of any required medical examinations performed by their own health care provider using their personal health insurance. Medical examination required by the City is to be performed by an independent health care provider and will be at City expense.

E. Should any employee fail to return to work or continue to use sick leave benefits after a determination has been made that the employee is able to return to work, the leave may be regarded as an unexcused absence. An employee who does not return to work under these circumstances may be dismissed.

F. The City Manager or designee will establish policies for the certification of City Sick Leave usage.

G. Nothing in these sections shall be construed to diminish the Department Director's authority to dismiss an employee in accordance with Rule 5, Section 5.

H. When a laid off employee is re-employed from the register, the employee's sick leave balance at the time of lay-off shall be restored.

I. All sick leave not designated by the employee as Statutory Sick Leave shall be subject to the rules, policies, and procedures applicable to City Sick Leave.

CHANDLER arizona
Community of Innovation

City Council Memorandum Information Technology Memo No. N/A

Date:	December 09, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Dawn Lang, Deputy City Manager - CFO Sandip Dholakia, Chief Information Officer
From:	Lisa Lapp, Chief Applications Officer
Subject:	Purchase of ESRI (GIS) Advantage Program

Proposed Motion:

Move City Council approve the sole source purchase of the ESRI (GIS) Advantage Program, from Environmental Systems Research Institute, Inc. (ESRI), in the amount of $116,963.

Background/Discussion:

The City of Chandler has been using the ESRI geographic information systems (GIS) resource for over 25 years to enable a better understanding of the geospatial aspects of the city. These tools are used for the regular city planning cycles (including the upcoming general plan update). Many departments utilize GIS mapping for their planning and regular business activities, including public safety, which utilize GIS for their day-to-day operations and special events.

This item will facilitate the purchase of the ESRI (GIS) Advantage Program. This program will enable the city to have access to enhanced support and resources, improved proactive GIS planning abilities, industry best practices, annual health checks and optimization analysis, and utilization of ESRI artfiicial intelligence (AI) capabilities. This program will enable the city's internal resources to focus on more value-added activities and delivering improved outcomes.

Evaluation:

The ESRI (GIS) Advantage Program is only available from Environmental Systems Research Institute, Inc. (ESRI). Staff recommends the sole source of purchase.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1200.5419.0.0.0	General Fund	N/A	$116,963	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Information Technology Memo No. N/A

Date:	December 09, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Dawn Lang, Deputy City Manager - CFO Sandip Dholakia, Chief Information Officer
From:	Lisa Lapp, Chief Applications Officer
Subject:	Purchase of Oracle Annual Support and Maintenance Services

Proposed Motion:

Move City Council approve the purchase of Oracle annual support and maintenance services from Mythics, Inc., utilizing the Omnia Partners Contract No. 180233-002, in an amount not to exceed $210,673, for the period of one year, January 31, 2025, through January 30, 2026.

Background/Discussion:

Oracle is the city's Enterprise Resource Planning (ERP) Financial and Human Resource software system. The city utilizes Oracle's E-Business Suite Applications, which include the self-service human resources, financial, project billing, iExpense, and iProcurement application modules.

Oracle support provides access to technical assistance resources to resolve system issues, as well as offers software fixes. The maintenance provides the system and application upgrades necessary to operate and keep the systems current and compliant. The city annually purchases maintenance and support based on the number of users, servers and processors on which the software is running.

Evaluation:

Maricopa County, on behalf of Omnia Partners, competitively solicited and awarded a contract for Oracle products and services. The city has a current agreement with Omnia Partners allowing for the cooperative use of its contracts. Oracle products and services are only available through resellers, and staff recommends the use of this contract because the city receives competitive pricing and a high level of service from Mythics, Inc.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1200.5419.0.0.0	General Fund	N/A	$210,673	N

ITEM 17

City Council Memorandum **Information Technology** **Memo No. N/A**

Date:	December 09, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Dawn Lang, Deputy City Manager - CFO Sandip Dholakia, Chief Information Officer
From:	Adrian Zamora, Technology Support Manager
Subject:	Virtual Meeting Conference Room Upgrades

Proposed Motion:

Move City Council approve the purchase of Cisco Room Kit equipment, accessories, and services for existing and new conference rooms, from Sentinel Technologies, Inc., using the 1GPA Agreement No. 22-02PV-18, in an amount not to exceed $1,376,781.

Background/Discussion:

In FY 2020-21, the city used Arizona Cares Act funding to create virtual meeting rooms throughout municipal facilities. At that time, much of the meeting room hardware and software was pre-existing and only required an upgrade to accommodate video conferencing.

Currently, the city has 11 video conference-capable virtual meeting rooms with equipment that is out of support and out of warranty. In addition, 14 new rooms have been identified that have limited or non-existent video conferencing equipment. This proposal is to upgrade the existing video conference virtual meeting rooms and to properly set up the 14 new rooms with supported virtual meeting hardware and software to expand the capabilities to host virtual meetings on various platforms.

Evaluation:

1GPA competitively solicited and awarded a contract for technology and audio/visual solutions. The City of Chandler has an agreement with 1GPA that allows for the cooperative use of its contracts. The term of the 1GPA contract is valid through December 8, 2025.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.1287.6315.0.6IT104.0	General Government Capital Projects	Collaborative Mobility	$915,783	Y
403.1290.6315.0.0.0	Technology Replacement	N/A	$460,998	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Information Technology Memo No. N/A

Date: December 09, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Sandip Dholakia, Chief Information Officer
From: Molly Mahai, IT Chief Infrastructure Officer
Subject: Agreement No. 4698, Amendment No. 1, for Microsoft Information Technology Consulting Services

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Proposed Motion:

Move City Council approve Agreement No. 4698, Amendment No. 1, with Invoke, LLC, for Microsoft information technology consulting services, in an amount not to exceed $500,000, for the period of one year, beginning December 15, 2024, through December 14, 2025.

Background/Discussion:

In April 2024, the city established a new Enterprise Agreement with Microsoft for M365 G5. The G5 license provides a comprehensive set of solutions to help the city protect its data and remain compliant, while also allowing deeper insights into operations. In addition to the standard Office 365 Suite (Exchange Online, SharePoint, Office applications, etc.), enhanced analytical, compliance and security tools are included.

Advanced features included with the Microsoft 365 G5 license include:

- Microsoft Teams Phone System
- Audio Conferencing
- Power BI Pro
- Microsoft 365 Defender
- Azure AD Premium P2
- Advanced Compliance Tools

As a trusted partner, Invoke will assist Information Technology in the

implementation of these added features and applications.

Evaluation:

On December 4, 2023, City Council approved an agreement with Invoke, LLC, for Microsoft information technology consulting services, for a one-year period, with the option of up to four one-year extensions. The Contractor has agreed to extend for one additional year at the same terms, conditions and pricing.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1280.5219.0.0.0	General Fund	N/A	$500,000	N

Attachments

Amendment

Docusign Envelope ID: 0EF51434-AECB-4D11-905D-21F675A96D8C

City Clerk Document No. _____

City Council Meeting Date: December 12, 2024

AMENDMENT TO CITY OF CHANDLER AGREEMENT
MICROSOFT INFORMATION TECHNOLOGY CONSULTING SERVICES
CITY OF CHANDLER AGREEMENT NO. 4698

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 Invoke, LLC (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2024 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for Microsoft information technology consulting services (Agreement); and

WHEREAS, the term of the Agreement was November 15, 2023, through December 14, 2024, with the option of up to four one-year extensions; and

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

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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

2. Section III is amended to read as follows: The Agreement is extended for a one-year period December 15, 2024, through December 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. 1 by this reference. Total payments made to the Contractor during the term of this Amendment No. 1 will not exceed $500,000.

Docusign Envelope ID: 0EF51434-AECB-4D11-905D-21F675A96D8C

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: _____

Its: Director of Modern Work & Security

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum Information Technology Memo No. N/A

Date: December 09, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Sandip Dholakia, Chief Information Officer
From: Kerstin Nold, IT Chief Technology Officer
Subject: Purchase of Information Technology Temporary Staffing Services

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Proposed Motion:

Move City Council approve the purchase of information technology temporary staffing services, from Computer Aid, Inc., utilizing the Sourcewell Contract No. 071321-CAI, in an amount not to exceed $383,000.

Background/Discussion:

The Information Technology Department (IT) has historically hired temporary staff to assist in special projects or backfill vacant positions by utilizing competitively solicited and awarded temporary staffing contracts. These temporary employees have specialized skills in specific technical areas which complement IT staff and work on a temporary basis for a specific assignment. This request is for temporary resources, in the role of technology project managers for city-wide project efforts. Initiatives include Microsoft O365, Infrastructure Refresh, Service Desk replacement, Contract Lifecycle Management and the Utility Billing Software projects. The hourly rates range from $100 to $200 per hour, depending on the skill set required. The estimated duration of the assignments range from 6 to 18 months.

Evaluation:

Sourcewell competitively solicited and awarded a contract for managed service providers specifically for specialized IT resources. The city has a current agreement with Sourcewell allowing for the competitive use of its contracts. The term of the Sourcewell contract is valid through September 10, 2025.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1199.5219.0	General Fund	N/A	$170,000	N
217.1280.5418.3AZ004	Grants	Citizen Engagement/Mobility Program	$10,560	N
401.1287.5219.0.6IT093.0	General Government Capital Projects	Microsoft Office 365	$ 32,440	Y
101.1286.5219.0.6IC124.0	General Fund	Digital Adoption Platform	$170,000	Y

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. N/A

Date:	December 09, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Dawn Lang, Deputy City Manager - CFO Kristi Smith, Financial Services Director
From:	Christina Pryor, Procurement & Supply Senior Manager
Subject:	Purchase of Maintenance, Repair, and Operational (MRO) Supplies

Proposed Motion:

Move City Council approve the utilization of the Omnia Partners Contract No. 240078-01, with Grainger, Inc., for the purchase of maintenance, repair, and operational (MRO) supplies, for the term of January 1, 2025, through December 31, 2025, in an amount not to exceed $300,000.

Background/Discussion:

This contract with Grainger, Inc., includes all items available in their catalog, including tools, shelving, safety supplies, lighting, fire extinguishers, medical supplies, and material handling supplies. This contract is used primarily by the Facilities & Fleet, Central Supply, Police, Fire, Wastewater Collection, and Water Distribution departments/divisions. The requested $300,000 amount reflects anticipated purchases based upon previous usage and includes a contingency for unanticipated needs.

Evaluation:

On March 28, 2024, the City of Tucson, partnering with Omnia Partners, served as the lead agency to competitively solicit and award a contract for MRO supplies that would be available for national cooperative use. The contract term is January 1, 2025, through December 31, 2027, with two (2) additional one-year extension options. The City of Chandler has the ability to use this contract cooperatively through an approved agreement with Omnia Partners.

The contract has a specific, customized, discounted core list of over 100 high-use items, as well as nearly two million products available, including sustainability items and emergency preparedness and response items. General catalog discounts are available on all other items offered in the Grainger catalog and range from 5% to 32% off catalog prices. A variety of items in the catalog are stocked in Central Supply and distributed upon request. City departments also order items directly from Grainger, which are shipped directly to the requesting department. The total volume of usage under the contract offers large discounts on items regularly purchased by the City.

Financial Implications:

Funds for the requested supplies will come from the Central Supply Inventory account (101.0000.1516). Individual cost centers will be charged for the supplies as they are issued from Central Supply. Should departments order supplies directly from Grainger, Inc., the funds will come from their cost center in the 5300 Operating Supplies or 5400 Repair and Maintenance accounts.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.0000.1516.0.0.0	General	N/A	$300,000	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 25-053

Date: December 09, 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 Jeffrey Craig Miller, Agent, Chandler Spitz, LLC, DBA Spitz Mediterranean

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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. 314636, a Series 12, Restaurant Liquor License, for Jeffrey Craig Miller, Agent, Chandler Spitz, LLC, DBA Spitz Mediterranean, located at 301 S. Arizona Avenue, Suite 2, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 308080.

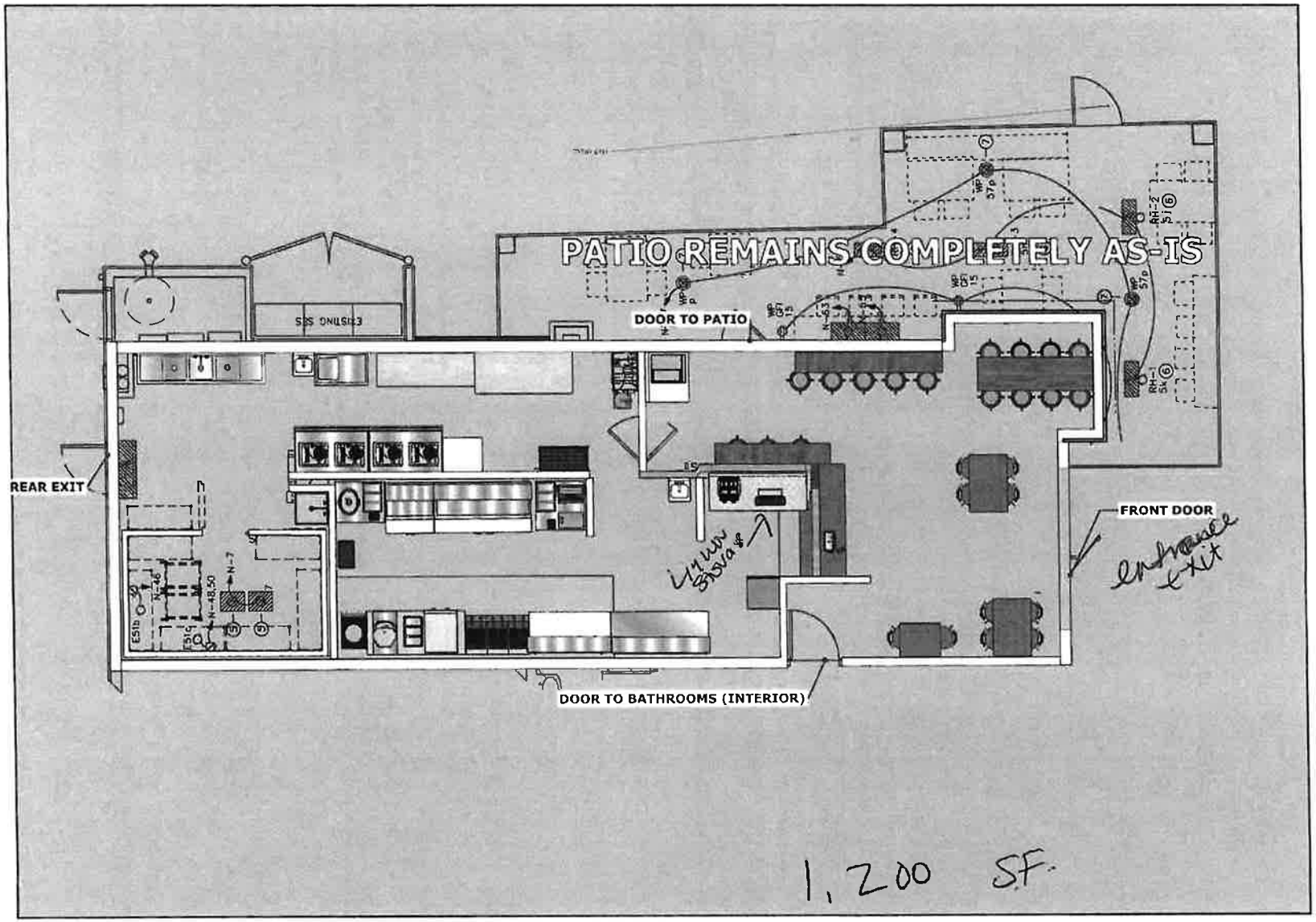
Discussion:

This application for a liquor license was posted for hearing on December 12, 2024.

The Police Department reports no objections to the issuance of this license. 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


PATIO REMAINS COMPLETELY AS-IS
DOOR TO PATIO
REAR EXIT
FRONT DOOR
entrance exit
DOOR TO BATHROOMS (INTERIOR)
1,200 SF.

ITEM 22

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 25-054

Date: December 09, 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 Kyle Douglas Walters, Agent, The Parlay South Chandler, LLC, DBA The Parlay Kitchen + Cocktails

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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. 306834, a Series 12, Restaurant Liquor License, for Kyle Douglas Walters, Agent, The Parlay South Chandler, LLC, DBA The Parlay Kitchen + Cocktails, located at 4850 S. Gilbert Road, Suite 4, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 308423.

Discussion:

This application for a liquor license was posted for hearing on December 12, 2024.

The Police Department reports no objections to the issuance of this license. 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.

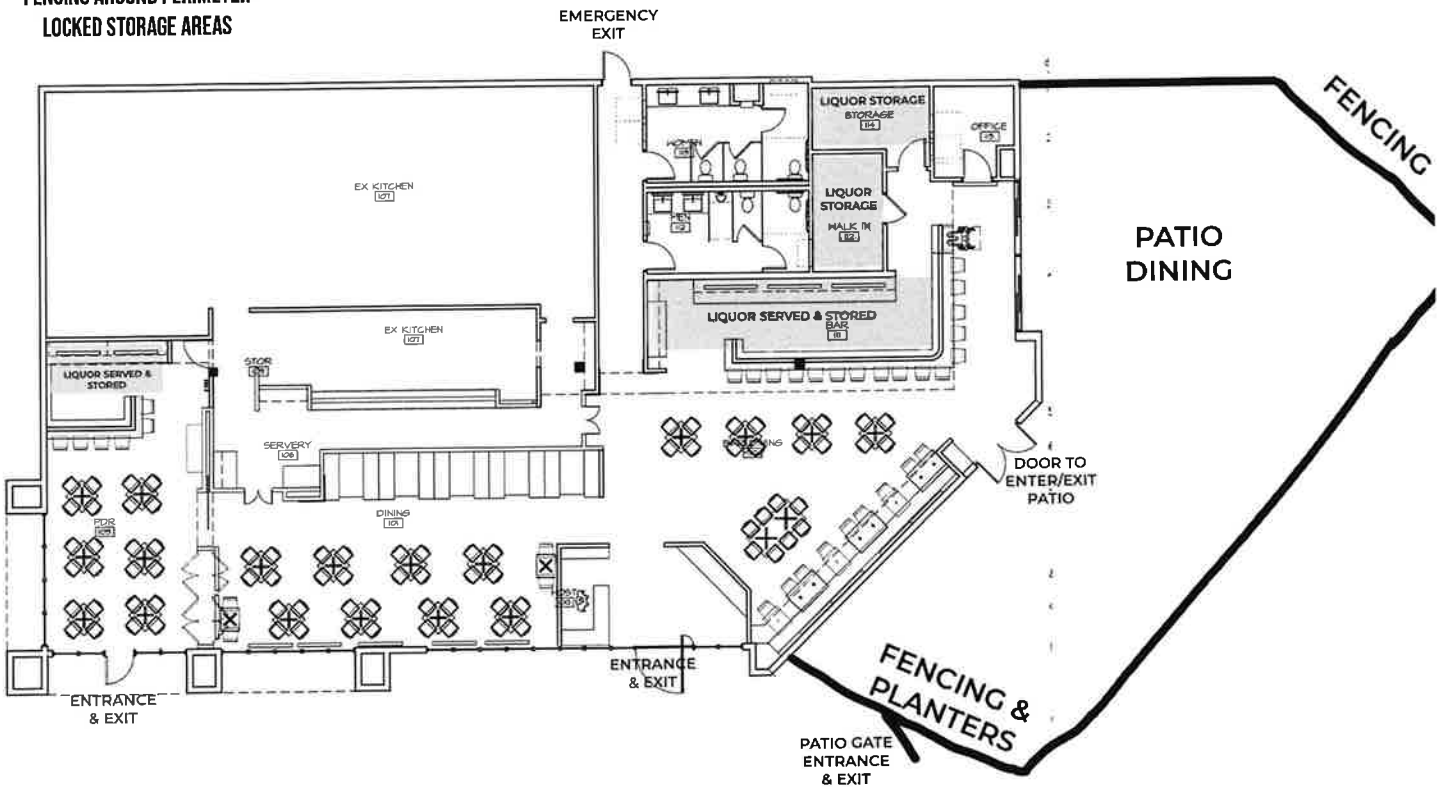
Attachments

A-Floor Plan

'24 10 29 Liq. Dept AM 8:58

THE PARLAY SOUTH CHANDLER LLC
THE PARLAY KITCHEN + COCKTAILS
4850 S. GILBERT RD. #4 CHANDLER, AZ 85249
6,177 TOTAL SF

ALARM IN PLACE
12 SECURTY CAMERAS IN PLACE
FENCING AROUND PERIMETER
LOCKED STORAGE AREAS



CHANDLER arizona
Community of Innovation

City Council Memorandum Neighborhood Resources Memo No.

Date: December 09, 2024
To: Mayor and Council
Thru: Joshua Wright, City Manager
Andy Bass, Assistant City Manager
Leah Powell, Neighborhood Resources Director
From: Amy Jacobson, Housing and Redevelopment Senior Manager
Subject: Resolution No. 5859 approving the Development Agreement between the City of Chandler and Brinshore Development, LLC

Proposed Motion:

Move City Council pass and adopt Resolution No. 5859, approving the Development Agreement between the City of Chandler and Brinshore Development, LLC, relating to real property located at 73 S. Hamilton St. to be known as The Haven on Hamilton; directing the City Manager to give specific consideration to The Haven on Hamilton applicants belonging to special populations such as seniors, persons with disabilities and veterans; and directing the City to continue its redevelopment efforts for the Chandler Public Housing Portfolio.

Background:

The City of Chandler Housing and Redevelopment Division (the City's Public Housing Authority) administers 303 units of Low Rent Public Housing. Acknowledging its inability to fully fund capital improvements to existing public housing sites, the U.S. Department of Housing and Urban Development (HUD) authorized and developed the Rental Assistance Demonstration (RAD) Program, Section 18 Blend Program, and other HUD repositioning programs. These programs allow Public Housing Authorities to have the ability to reposition public housing assets and create public/private partnerships to access funding to improve properties and/or build at other locations.

On July 14, 2022, City Council passed Resolution No. 5604 authorizing the City Manager or his Designee to apply to HUD for its RAD program and to implement

the redevelopment of the Chandler Public Housing Portfolio with the City of Chandler Housing and Redevelopment Division as Developer/Co-Developer. The resolution also authorized the City Manager to take all action necessary to implement and operate all phases of the redevelopment and disburse public housing and/or affordable housing funds for related projects.

Discussion:

The overall purpose of this redevelopment is to reposition current Chandler public housing, modernize its aging properties, and create new affordable housing options for families and seniors. The City of Chandler and Brinshore Development, LLC (the City's public housing redevelopment partner), have negotiated a Development Agreement to redevelop 73 S. Hamilton St., currently identified as "Casa Bonita" or "Site 3." This housing development, to be known as The Haven on Hamilton, will consist of a multifamily housing project with approximately 250 units of housing, including a mix of one, two, three, four and five-bedroom units, community spaces, resident services and a park area. Applicants belonging to special populations such as seniors, persons with disabilities and veterans will be given specific preference consideration. The project is anticipated to commence construction in mid-2026 upon the completion of the Villas on McQueen project (currently under construction) to facilitate relocation of existing Site 3 residents.

Should the Chandler City Council approve the Development Agreement with Brinshore Development, LLC, for development of The Haven on Hamilton, City staff will also pursue the highest and best use of other Chandler public housing sites, including Site 2 (located at 210 N. McQueen Rd.), Site 1 (130 N. McQueen Rd.), Kingston Arms (127 N. Kingston St.) and Site 4 (660 S. Palm Ln.).

Financial Implications:

Funding sources for The Haven on Hamilton include, but are not limited to, Federal and State Tax Credit Equity, Mortgage, Permanent Loan, HOME Investment Partnerships (HOME) funds, Maricopa County ARPA funds, Arizona Department of Housing - Housing Trust Funds, and Deferred Developer Fee. No portion of the development cost will be borne by the City's General Fund.

Attachments

Resolution 5859

City of Chandler and Brinshore Development Agreement for The Haven on Hamilton

RESOLUTION NO. 5859

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF CHANDLER AND BRINSHORE DEVELOPMENT, L.L.C. RELATING TO REAL PROPERTY LOCATED AT 73 S. HAMILTON STREET TO BE KNOWN AS THE HAVEN ON HAMILTON; DIRECTING THE CITY MANAGER TO GIVE SPECIFIC CONSIDERATION TO HAVEN ON HAMILTON APPLICANTS BELONGING TO SPECIAL POPULATIONS SUCH AS SENIORS, PERSONS WITH DISABILITIES AND VETERANS; AND DIRECTING THE CITY TO CONTINUE ITS REDEVELOPMENT EFFORTS FOR THE CHANDLER PUBLIC HOUSING PORTFOLIO.

WHEREAS, the City owns a public housing property, approximately 7.4 acres located at 73 South Hamilton Street that is currently known as Site 3; and

WHEREAS, the City desires to redevelop Site 3 into approximately 250 new units of housing with community amenities using the Rental Assistance Demonstration program and other methods as available and approved by the U.S. Department of Housing and Urban Development, the Arizona Department of Housing and other financing partners; and

WHEREAS, the City has determined that Brinshore Development, L.L.C. ("Brinshore") is qualified and capable of acting as the co-developer for the new multifamily housing project, to be known as the "Haven on Hamilton," in a manner that will facilitate the creation of affordable housing and provide public benefits for the City and the citizens of Chandler, Arizona; and

WHEREAS, the City and Brinshore wish to enter into a development agreement to address certain matters related to the development of the subject property; and

WHEREAS, Resolution 5604, approved on July 14, 2022, gave the City of Chandler broad authority to redevelop the Chandler Public Housing Portfolio as defined therein.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chandler, Maricopa County, Arizona, as follows:

Section 1. Approves the City of Chandler entering into a Development Agreement with Brinshore in substantially the form attached hereto as Exhibit "A" and incorporated herein by this reference.

Section 2. Authorizes the Mayor of the City of Chandler to execute the Development Agreement and the City Manager or designee to execute related documents for and on behalf of the City of Chandler.

Section 3. Directs the City Manager, where not otherwise prohibited by law or regulation, to give specific consideration to Haven on Hamilton applicants belonging to special populations such as seniors, persons with disabilities and veterans.

Section 4. Directs the City to continue to exercise its authority as provided in Resolution 5604 to pursue redevelopment and/or rehabilitation or other repositioning of the Chandler Public Housing Portfolio.

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona, this ____day of December, 2024.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5859 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of December, 2024, and that a quorum was present thereat.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

DMG

EXHIBIT “A”

DEVELOPMENT AGREEMENT

This Development Agreement (this "**Agreement**") is effective as of _____ ___, 2024 (the "**Effective Date**") by and between the City of Chandler, a political subdivision of the State of Arizona ("**Authority**") or its nominee or assignee, and Brinshore Development, L.L.C., an Illinois limited liability company (the "**Developer**").

RECITALS

A. Developer is a developer of affordable housing in the State of Arizona.

B. Authority, as a part of its mission, provides safe, decent, and sanitary affordable housing in the State of Arizona.

C. Developer has been procured by Authority to develop one (1) or two (2) phased multifamily housing projects (as more particularly described herein the "**Project**") on the property that is described in Exhibit A attached hereto (the "**Site**"). The Authority intends resident transfers consisting of thirty-seven (37) units from Kingston Arms and fifty-three (53) units from Casa de Esperanza resulting in a one for one replacement of the same unit mix.

D. It is anticipated that the Project will include approximately two hundred fifty (250) units of housing, including a mix of one (1) to five (5) bedroom units, gym, community spaces and park areas. Additional requirements for the Project are described in Section 2.01 as well as the Development Plan described below.

E. Authority will retain fee ownership of the Site and anticipates that the Site will be leased to Owner (defined in Section 5.01) pursuant to a long-term ground lease.

F. Authority and Developer intend to utilize the U.S. Department of Housing and Urban Development ("**HUD**") Rental Assistance Demonstration Program ("**RAD**") (converting the Project from public housing to project-based voucher assistance) and will consider other appropriate options for developing and financing the Project, including, but not limited to Section 18 and state and federal low-income housing tax credits ("**LIHTCs**") in connection with the development of the Project.

G. The Project contemplated in this Agreement will be closed on or before August 2026.

AGREEMENTS

In consideration of the promises and mutual covenants set forth herein, and with the foregoing Recitals incorporated herein, the parties hereto, with the intent to be legally bound hereby, agree as follows:

ARTICLE I - ENGAGEMENT OF DEVELOPER.

1.01 Engagement of Developer. Authority hereby engages Developer to perform the obligations and services specified in this Agreement, and Developer hereby accepts such engagement, all upon the terms and conditions set forth herein.

ARTICLE II - DEVELOPER SERVICES.

2.01 Development Plan. Within ten (10) business days of the date on which Authority and Developer have both executed and delivered this Agreement, Developer will develop and submit to Authority for its review, comment and approval, which shall not be unreasonably withheld, , a development plan (the "**Development Plan**") for the Project, which shall specify, at a minimum, the number of units in the Project, the configuration and number of bedrooms in the apartment units to be developed as part of the Project, any restrictions which will apply to each apartment unit, the approximate monthly rent for the apartment units, the approximate cost of the Project, the expected types and sources of financing, and the total projected Development Fee (as defined in Section 6.01) to be paid to Developer and Authority. The Project shall comply with all applicable federal, state, and local rules, laws, regulations, and ordinances. The Development Plan shall include an initial Development Budget (as defined in Section 4.02) and an initial Development Schedule (as defined in Section 4.01). As of the Effective Date, Developer and Authority anticipate that the Project will include two hundred fifty (250) units, ranging from one (1)-bedroom to five (5)-bedroom units in five (5) buildings. The units will include the standard furnishings and include the ability for wireless internet within the respective units. Areas to be enjoyed by tenants will include but not be limited to community rooms with kitchens and wireless internet, a playground, gym, splash pad, ramadas with barbecues and green open spaces. Office space for the Authority will be provided, without charge, within the building housing the property management office. A Head Start classroom will be incorporated into the Project. The Authority and Developer will evaluate carports with the option for solar installation for the benefit of the Project.

Developer and Authority anticipate that the total Project development costs will be approximately $92,000,000, provided that this is an estimate only and that market conditions at the time of Closing will determine the final Project development costs. Authority and Developer acknowledge that market conditions are changing rapidly and that these details and the Development Plan, once approved, may be modified by mutual agreement prior to Closing (defined in Section 2.02).

2.02 Developer's Obligation to Develop. Developer will submit an application for LIHTC (the **"LIHTC Application"**) to ADOH by December 31, 2024. Developer will use its best efforts to cause the financial closing of the Project (the "**Closing**") to occur in accordance with the Development Plan on or prior to the date shown in the Development Schedule, subject to reasonable extensions of time, it being understood that the Development Plan will contain Developer's best estimate of time schedules, and that requirements of the Arizona Department of Housing ("**ADOH**"), HUD, lenders and Investor (defined in Section 5.01) may result in modifications to the schedules. In any event, the Closing and the completion of the Project shall be completed in order to comply with any LIHTC placed-in-service deadline under Section 42 of the Internal Revenue Code of 1986, as amended (the "**Code**").

2.03 Developer Services. Except for the services to be provided by Authority pursuant to Section 3.01 or as otherwise agreed in this Agreement, Developer shall, in conjunction with the Authority, provide, or arrange for the provision of, all such services as are necessary for the development of the Project, including without limitation the following services (collectively the "**Development Services**"):

(a) Project Planning and Predevelopment Services. All planning and predevelopment services listed on Exhibit B (the "**Project Planning and Predevelopment Services**").

(b) Financing Services. All financing services listed on Exhibit C (the "**Financing Services**").

(c) Design/Planning Services. All design/planning services listed on Exhibit D (the "**Design Services**").

(d) Site Preparation Services. All site preparation services listed on Exhibit E (the "**Site Preparation Services**").

(e) Construction Services. All construction services listed on Exhibit F (the "**Construction Services**").

(f) Mold/Water Intrusion Responsibilities. All mold/water intrusion prevention and remediation activities as are set forth on Exhibit I ("**Water Intrusion Prevention and Remediation**").

(g) Section 3, Small and Minority, Women's and Disadvantaged Business Services. The Developer shall require all subcontractors working on the Project, including, without limitation, the general contractor, the architect and the engineer, and all their respective subcontractors (collectively "**Subcontractors**"), to use commercially reasonable efforts to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u ("**Section 3**") and the small and minority, women's and labor surplus area firm requirements set forth in 2 C.F.R. § 200.321. All such requirements shall be set forth in a rider (the "**Rider**") which will be attached to all subcontracts. The Rider shall be agreed upon by both the Developer and the Authority and will contain all requirements necessitated by various funding rules.

(h) Compliance. Compliance with other federal, state and local requirements as may be identified in this Agreement, including Article 15, and all HUD regulations, form agreements, guidance, notices and other documents as applicable.

(i) Relocation Services. Upon completion, the relocation of Public Housing residents to the completed Project will be the responsibility of the Authority and will be conducted in accordance and compliance with all applicable law, including without limitation the Uniform Relocation Act. Notwithstanding the Authority's responsibility for relocation services the Developer agrees to assist the City and have active involvement during events to including but not limited to tenant interviews, tenant placement, and tenant relocation days.

2.04 Progress Reports and Information.

(a) Progress Reports. Developer shall provide Authority with written monthly progress reports regarding the Project. Such reports may include (i) documentation of compliance with applicable employment and contracting requirements, (ii) material variances between actual Development Services completion dates and the Development Schedule, (iii) a summary of any meetings, (iv) information on contracts, including changes under consideration or proposed contract changes, (v) actions taken when the requirements of any contract are not being satisfied, (vi) material variances between actual predevelopment expenditures and the Development Budget and (vii) all material changes and material modifications proposed to the Development Budget and Development Schedule. In addition, Developer and Authority shall have regular calls regarding the Project at frequencies mutually agreed to by Developer and the Authority, including what is anticipated to be weekly calls with Investor and lender(s) leading up to Closing. Developer shall, upon reasonable request by Authority, furnish Authority with copies of any work product prepared by Developer (not including Developer's attorneys' work product or other confidential information) in connection with its Development Services.

(b) Additional Materials. Developer shall furnish to Authority the following:

(i) Within ten (10) business days after receipt, copies of any material reports, plans, specifications and manuals prepared or obtained by Developer in connection with the planning, design, construction, and operation of the Project;

(ii) Within ten (10) business days after receipt, copies of any material correspondence, notices or orders of any government agency concerning the Project;

(iii) Within ten (10) business days after receipt, copies of any material complaints, actions or arbitration or investigatory proceedings with respect to the Project; and

(iv) Within sixty (60) days after the close of each fiscal quarter, an unaudited financial statement for the Project prepared on a modified cash basis, including open accounts payable, in accordance with conventional practice consistently applied and within six (6) months of the end of each fiscal year, a set of audited financial statements for the Project.

2.05 Additional Services. Authority may request Developer to undertake certain additional services which are not included as Development Services (the "**Additional Services**"), the compensation for which shall be paid to Developer at the times and in the manner set forth in a separate agreement or agreements. The scope of any Additional Services must be mutually acceptable to Authority and Developer. Developer shall have no obligation to provide any Additional Services unless agreed to in writing by Developer. Developer shall provide such Additional Services as an independent contractor and not as an agent of Authority, unless the agreement providing for such Additional Services shall otherwise specifically provide.

2.06 Meetings; Comments on Documents.

(a) Developer and Authority shall have an equal opportunity to participate in all Project-related meetings with HUD, ADOH, and all governmental and quasi-governmental agencies and community groups as well as in all material Project-related meetings with residents including, but not limited to meetings regarding (i) financing; (ii) design, finishes and amenities for the Project; and (iii) construction of the Project. The parties will exercise best efforts to provide one another with reasonable advance notice of all such meetings.

(b) The Authority will provide to Developer copies of all material communications with HUD regarding the Project and will promptly provide Developer with feedback regarding the Project or documents relating to the Project from HUD.

(c) The parties will provide prompt feedback and comments on any documents relating to the Project and/or Development Services when requested by the other party.

(d) Notwithstanding anything to the contrary in this Section 2.06, Developer acknowledges that Authority may have meetings or other communications with HUD without the Developer present, provided that Authority shall promptly report to Developer the discussion of anything that could have a detrimental effect on the Project, the liabilities of Developer hereunder or otherwise relating to the Project or the then-current Closing timeline for the Project financing or completion.

2.07 Insurance. If Developer, or any affiliate of Developer, or a contractor or subcontractor of Developer or its affiliate commences any site preparation work or construction work on the Site either under this Agreement or otherwise, Developer shall maintain and keep in force (or cause to be maintained and kept in force by the party doing such work) insurance in the type and for the amounts specified on Exhibit H with respect to such work. Developer shall furnish Authority with certificates of such insurance and shall include Authority as an additional insured per requirements set forth in Exhibit H.

ARTICLE III - AUTHORITY RESPONSIBILITIES.

3.01 Authority Responsibilities. Authority shall have the responsibilities set forth on Exhibit G. If Authority incurs any third-party expenses in connection with such responsibilities and such expenses are included in the Development Budget, they will be reimbursed at Closing.

3.02 Authority Approvals. Authority recognizes that Developer's ability to perform hereunder depends in part on Authority's responsiveness and Authority pledges to give timely attention to submissions and requests made to Authority by Developer under the terms of this Agreement and shall review such submissions and requests on a timely basis. In furtherance of the foregoing, Authority shall provide its comments to, approval or denial of the submissions and requests for approvals by Developer required under this Agreement, including, without limitation, proposed Development Plan, Development Schedule, Development Budget, or revisions thereto within five (5) business days of receipt of the request. Notwithstanding anything to the contrary herein, if Authority does not respond in writing to any proposed submission or request from Developer, within five (5) business days of receipt of the submission or the request, Authority shall be deemed to have approved the submission or request.

3.03 Property. The land reflected by the parcel(s) listed in Exhibit A will comprise the Site. It is anticipated that the Authority will lease the Site for the Project to the Owner pursuant to the terms of a Ground Lease. The Ground Lease will have lease payment mutually acceptable to the parties and for a term of no less than sixty-five (65) years and no more than ninety-nine (99) years. The Ground Lease will be a "triple net" lease requiring Owner to pay for all costs of developing, owning and operating the Site (other than certain costs related to Environmental Conditions (as defined in Section 3.05) as set forth in Section 3.05 below). Authority and the Owner shall negotiate, draft and approve the form of Ground Lease no later than ninety (90) days prior to the scheduled closing. The base rent due under the Ground Lease will be an operating expense of four thousand dollars ($4,000.00) increasing annually at a rate of three percent (3%).

3.05 Tax Exemption Fee; Resident Services.

(a) The contemplated ownership structure of the Project may generate a real property tax exemption for the Project which would need to be applied for by the Authority and, if the Project is eligible, will be received annually (the "**Project Exemption**"). The Authority will be responsible for applying for and securing the Project Exemption. If the Project qualifies for the Project Exemption in any given year, and subject to any required approvals from ADOH, HUD, Investor and all lenders, and the terms and conditions of this Agreement, Authority or Authority's designee or assignee, will be paid, beginning in the first full year after stabilization of the Project, a fee equal to $500.00 per unit annually, increasing at three percent (3%) annually, paid by the Owner ("**Exemption Fee**"). The Exemption Fee will be payable by Owner to Authority as an operating expense for the Project. Authority acknowledges and agrees that final terms and conditions relating to the payment of the Exemption Fee, including the agreed upon payment schedule, will be reflected in the Owner Operating Agreement and/or other agreements signed in connection with the closing of the financing for the Project. Notwithstanding anything to the contrary in this Agreement, in the event payment of Exemption Fee by Owner would cause the Project to violate any Investor or lender covenants as it relates to debt service coverage requirements, the Exemption Fee will be temporarily reduced so as to ensure that all applicable benchmarks imposed by Investor and/or lender(s) are achieved.

(b) To the extent permissible under the tax exemption statute(s) applicable to the Project, Authority agrees to use the Exemption Fee for the purpose of providing services to the residents of the Project, which shall be provided in accordance with the terms of a resident services agreement between Owner and Authority with terms mutually acceptable to Developer and Authority. Such agreement will

provide that Authority or Authority's affiliate shall be responsible to the Owner for providing resident services in accordance with the terms thereof and other applicable requirements referenced therein.

3.06 Environmental Conditions. If there are any existing Hazardous Materials (defined in Section 3.06) on the Site, or there are any existing violations of Environmental Law (defined in Section 3.07) with respect to the Site (collectively, such existing Hazardous Substances or violations of Environmental Law are an "**Environmental Condition**"), and any such Environmental Condition is known to Developer and Authority, as to the Developer prior to the date Developer or its contractors, employees or subcontractors have access to the site, and as to the Owner prior to the date the Site is leased to Owner, Authority shall be solely responsible for the costs of remediating such Environmental Condition, such costs to be reimbursed to the Authority at the financial closing. In the event the actual costs of remediating any known Environmental Condition exceeds the budgeted amount, or in the event there are any costs associated with remediating any unknown Environmental Condition (i.e., an existing Environmental Condition not known until after the date the Site is leased to Owner), Authority shall be solely responsible for paying for such costs. Authority and Developer shall be jointly responsible (on a 50/50 basis) for any Environmental Condition that occurs on the Site after the date the Site is leased to Owner, unless such Environmental Condition is caused solely by Authority or Developer, in which event the party causing the Environmental Condition shall be solely responsible for all costs associated with the condition including, without limitation, all costs of remediating the Environmental Condition and any costs incurred by a third party (including the Investor or a lender) as a result of the Environmental Condition. The Ground Lease will provide that the Owner will indemnify Authority for any violations of Environmental Law arising from the acts or omissions of Owner and its contractors, subcontractors, agents and employees with respect to the Site after the effective date of the Ground Lease and for liabilities related to the presence of Hazardous Materials on the Site that are first introduced after the date of the Ground Lease, all on such terms as may be reasonably agreed to by Authority.

3.07 Hazardous Materials. For purposes of this Agreement, "**Hazardous Materials**" shall mean (a) "hazardous substances" as defined by CERCLA (defined in Section 3.07); (b) "hazardous wastes" as defined by RCRA (defined in Section 3.07); (c) any hazardous, dangerous or toxic pollutant, chemical, waste, contaminant or substance within the meaning of any Environmental Law (defined in Section 3.07) that governs the use, exposure, release, emission, discharge, generation, manufacture, sale, transport, handling, storage, treatment, reuse, presence, disposal or recycling of such pollutant, chemical, waste, contaminant or substance; (d) petroleum, crude oil or fraction thereof; (e) any radioactive material, including any source, special nuclear or by-product material as defined in 42 U.S.C. Section 2011 et seq. and amendments thereto and reauthorizations thereof; (f) asbestos-containing materials in any form or condition; or (g) polychlorinated biphenyls in any form or condition.

3.08 Environmental Law. For purposes of this Agreement, "**Environmental Law**" means any present or future federal, state or local law, ordinance, rule, regulation, permit, license or binding determination of any governmental authority relating to, imposing liability or standards concerning, or otherwise addressing the environment, health or safety, including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. ("**CERCLA**"); the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. ("**RCRA**"); the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the Clean Water Act, 33 U.S.C. Section 1251 et seq. and any so-called "Superfund" or "Superlien" law; and the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as each is from time to time amended and hereafter in effect.

3.09 No Commitment of Funds. Notwithstanding any provision of this Agreement, the parties agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of

environmental review and receipt by the Authority of a release of funds from the U.S. Department of Housing and Urban Development under 24 C.F.R. Part § 58. The parties further agree that the provision of any funds to the project is conditioned on the Authority's determination to proceed with, modify, or cancel the Project based on the results of a subsequent environmental review.

The Developer agrees to comply with: The National Environmental Policy Act of 1969 (P.L. 91-190) pursuant thereto 40 C.F.R. Parts 1500 – 1508; Environmental Review Procedures for the HOME Investments Partnership program, the RAD Program and the PBV Program pursuant to Title 24 C.F.R. Part 58, Subpart A; and with all conditions required in the process of the environmental assessment. An Environmental Review Record ("**ERR**") may be completed before taking any physical action on a site or entering into Agreements. If other federal or non-federal funds are involved in an activity, then neither federal nor non-federal funds may be expended or committed by Agreement (conditional or not) for activities related to this project including design work, until the Authority provides written authorization based on approval of an ERR.

No funds may be encumbered prior to the completion of the ERR. The ERR must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR by address. The responsibility for certifying the appropriate ERR may rest with the Authority. It is the responsibility of the Developer to notify the Authority, and to refrain from making any commitments and expenditures on the site until a written authorization has been issued by the Authority. Failure to meet these conditions will mean that requested funds will not be disbursed.

ARTICLE IV - GENERAL DEVELOPMENT ACTIVITIES.

4.01 Development Schedule. Not later than thirty (30) days after the written approval of the Development Plan by Authority, Developer shall prepare and submit to Authority for review and approval a schedule for the performance of the Project (the "**Development Schedule**"). Authority shall not unreasonably withhold, condition or delay approval of the Development Schedule and shall work with Developer to mutually agree on any matters in dispute. Developer shall, as necessary, supplement the Development Schedule with schedules for submissions and responses of necessary deliverables associated with tasks covered by the Development Schedule, taking into account appropriate scheduling for submission, review and approval by the Authority. An updated Development Schedule will be provided to Authority when deemed necessary by Developer or when reasonably requested by Authority. Proposed material revisions to the Development Schedule will be submitted by Developer to Authority with identification and explanation of changes. Authority will promptly review all such proposed material revisions which, upon written approval by Authority, shall be deemed to constitute the revised Development Schedule.

4.02 Development Budget. Not later than thirty (30) days after the approval of the Development Plan in writing by Authority, Developer shall prepare and submit to Authority for approval a development budget (the "**Development Budget**"). Authority shall not unreasonably withhold or delay approval of the Development Budget and shall work with Developer to mutually agree upon any costs in dispute. The Development Budget shall encompass all sources of funds for the Project and all expenses to be paid out of the Project, as may be reasonably agreed to by Developer and Authority, and shall detail the assumptions upon which the Development Budget is based. An updated Development Budget will be provided to Authority when deemed necessary by Developer or when reasonably requested by Authority. Proposed material revisions to the Development Budget will be submitted by Developer to Authority with identification and explanation of changes. Authority will promptly review all such proposed material changes which, upon approval by Authority, shall be deemed to constitute the revised Development Budget.

ARTICLE V - DEVELOPMENT PHASE ACTIVITIES AND DOCUMENTS

5.01 Owner. Developer shall cause the formation of a limited liability company (the "**Owner**") to own and manage the Project. Developer shall cause the formation of a limited liability company to be the managing member of the Owner (the "**Managing Member**" or "**MM**"). In the event that the Authority will form an entity to serve as a member of the Owner, such entity will make a 168(h) election to be treated as a corporation. It is intended that the principal equity interest in the Owner will be owned by one or more tax credit investors (whether one or more, the "**Investor**"). All agreements in connection with the admission of the Investor to the Owner shall be subject to the review and approval of Authority, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Authority acknowledges that Developer will be primarily responsible for negotiating such agreements with the Investor. It is anticipated that Developer or its affiliate will hold forty-nine percent (49%) of the limited liability company units in the MM and the Authority (or its affiliate) will hold fifty-one percent (51%) of the limited liability company units in the MM. As between Developer and Authority, other than as may be expressly required by HUD, Developer will have discretion in (a) the day-to-day operations of MM and the Owner and (b) deciding or taking action on any matters that could cause Developer to have liability under any guaranties Developer or its affiliates provide in connection with the Project. Developer shall, however, consult with Authority on Project matters and must obtain Authority's consent (which shall not be unreasonably withheld, conditioned or delayed) on all matters involving HUD and in connection with any Major Actions. For purposes of this paragraph, the term "Major Actions" is defined below and applies to either the MM or the Owner ("**Entity**" or "**Entities**"):

(a) taking or authorizing any act which would make it impossible to carry on the ordinary business of the Entity;

(b) voluntarily filing a petition of bankruptcy against the Entity;

(c) selling of all or any portion of the Project, or submitting a request to the Authority to find a buyer for the Project pursuant to a qualified contract under Section 42(h)(6)(E)(i)(II);

(d) effecting a refinancing, encumbrance, mortgage, conveyance, or other disposition of all or a substantial portion of the Project;

(e) subleasing the Project as an entirety, or sublease any portion of the Project except in the normal course of business, including residential leases;

(f) following the completion date of the Project, construct any new capital improvements or replace any existing capital improvements costing in excess of Ten Thousand Dollars ($_10,000) and not contemplated in the Budget;

(g) on behalf of the Entity, acquiring any real property in addition to the Project;

(h) on behalf of the Entity, incur debt not in the ordinary course of business or arrange for the receipt of any grant of funds, nor incur debt in the ordinary course of business;

(i) dissolving or winding up the Entity;

(j) confessing any judgment or initiating any litigation on behalf of the Entity, or compromising any claim or liability owed by or to the Entity (in each case, except for routine tenant eviction actions);

(k) modifying or amending this Agreement;

(l) admitting any person as a member of either Entity, except as contemplated by this Agreement;

(m) permitting any person to borrow from the Entity or commingle funds with the funds of any person;

(n) making any material changes to the Management Agreement or dismiss or replace the Management Agent once the Management Agreement is approved;

(o) modifying, in any material respect, any loan document or Project document, once entered into;

(p) permitting the Owner, or any other person on behalf of or in connection with the Owner, to pay directly or indirectly the MM or any Affiliate any fees except as provided for in Project documents; or

(q) applying the proceeds realized from any condemnation, insured casualty or insured title defect.

In addition, Authority shall have the right to receive all documents and reports that the Investor receives. It shall receive for review, accountant certifications of the itemized amount of construction, rehabilitation, acquisition and development costs of the Project and the eligible basis and applicable percentage of each building in the Project. It is anticipated that Developer will remain in ownership of Owner for no less than the full fifteen (15) year LIHTC compliance period, and in any event, for so long as Developer or any of its affiliates have liability under any guaranties related to the Project.

Subject to the terms set forth below, Developer shall be solely responsible for providing any guaranties relating to completion of the Project, any guaranties relating to the LIHTCs allocated to the Project, and any guaranties relating to operating deficits. In the event Developer or Authority is obligated to make any guaranty payments or other advances related to the Project pursuant to such guaranties, such payments shall be structured as loans to the Owner or loans to MM (for contribution to Owner or to be loaned to Owner by MM) (the "**Guaranty Loans**"), provided lenders and Investor approve the same.

Subject to the approval of the Investor and lenders, the Owner shall grant to Authority, its nominee or assignee (or its nonprofit affiliate) a right of first refusal to acquire the Project at the end of the 15-year tax credit compliance period for the "minimum purchase price" as defined in Section 42(i)(7)(B) of the Code. In the event the Authority (or its nonprofit affiliate) exercises its right of first refusal, it will assume all of the obligations of the Owner under the Ground Lease described in Section 3.03.

5.02 Management Agent. The Authority and Developer will work together to agree on a Management Agent for the Project. Not later than the Closing, and subject to Investor and lender approval, the Owner shall enter into a management agreement with a Property Manager that will be selected via competitive procurement in accordance with any applicable Federal, State or local procurement requirements ("**PM**"), for the management of the Project. The management fee shall be consistent with HUD published underwriting guidelines as shall be more specifically set forth in a management agreement to be entered into by and between the Owner and PM ("**Management Agreement**"). The Management Agreement shall provide that PM shall be responsible to the Owner for management of the Project in accordance with the terms of the Management Agreement and other applicable requirements referenced therein. The Management Agreement will provide for Owner remedies due to PM's default under the

Management Agent. Notwithstanding the Owner's remedies, in the event that PM , as Management Agent under a Management Agreement for the management of the Project is in default beyond applicable notice and cure periods and/or is unwilling or unable to perform its responsibilities under the terms of its Management Agreement, then the Authority and Developer agree that the Authority may require the Owner to terminate PM or other affiliate of Developer in accordance with the terms of the Management Agreement and engage a replacement contractor for the management of the Project. The Managing Member Operating Agreement (defined in Section 6.05) will provide that the Authority and Developer will reasonably agree on any replacement property managers if any property manager is terminated. It is anticipated that the Management Agreement will provide for monthly payment of management fees and compensation. Subject to Investor and lender approval, an initial lease-up fee equal to one-month's gross rent for the Project will also be payable by Owner to PM pursuant to the Management Agreement, which fee will be included in the Development Budget and will be payable by Owner. PM will pay Authority fifty percent (50%) of the fee in consideration of Authority assisting in the initial lease-up of the Project. Developer will cooperate with Authority and PM to ensure that staff of Authority engaged in management of the properties being transitioned from public housing as part of the Project have an opportunity to be considered for available employment opportunities with PM, subject to PM having the right to engage in such screening and interviewing processes as it normally would for any employees it may hire. To the extent permitted by Investor, lenders, ADOH and HUD, upon lease-up the Authority may act as a sub-manager ("**Sub-Manager**") for the completed project to include managing the Project's wait list for households receiving Project Based Vouchers. PM and Sub-Manager will execute a separate agreement ("**Sub-Management Agreement**") defining the duties to be performed by the Sub-Manager. PM and Sub-Manager will share in the management fee as defined in the Sub-Management Agreement and Sub-Manager will be entitled to a sub-management fee, payable from the fee paid to PM under the Management Agreement.

Section 5.03 Development Cost Savings. To the extent permitted by Investor, lenders, ADOH and HUD, in the event there are cost savings ("**Savings**") for the Project (*i.e.* the actual total development costs of the Project are less than the total sources available for the Project), Developer and Authority agree to use good faith efforts to have the Owner Operating Agreement and loan documents for the Project allow for the use of Savings for the following, in the following order: (i) the payment of what would be Deferred Development Fee but for the Savings; (ii) to fund required reserves; and (ii) the balance, if any, to be used to pay for betterments of the Project, with such betterments to be decided per mutual agreement of Developer and Authority. Notwithstanding the foregoing, to the extent any Savings results in a loss in "eligible basis" (as such term is defined in Section 42 of the Code) and a related reduction in low-income housing tax credits, the parties will work together to first utilize the Savings for permitted expenses related to the Project so as not to lose eligible basis or reduce LIHTC.

ARTICLE VI - DEVELOPMENT FEE; PROJECT CASH FLOW/TAX CREDITS; PREDEVELOPMENT COSTS; MM INTERESTS

6.01 Development Fee. Developer and Authority (or its affiliate) shall be entitled to a development fee to be earned and paid (unless deferred as set forth below) during the development period (the "**Development Fee**"), as shown and agreed upon in the final Development Budget for the Project approved at closing by Developer, Authority, Investor and lenders. In addition to the Development Fee, Authority agrees to a $150,000 construction management fee to be paid to an affiliate of Developer. The Development Fee shall comply with all HUD requirements, and will not exceed the maximum amount permitted under the Code and by ADOH. The Development Fee shall be paid in accordance with a payment schedule permitted by the Investor and lenders. Developer Fee shall be divided according to the following percentages: 70% to Developer and 30% to Authority to be paid at or after Closing and prior to receipt of Form 8609 from ADOH; 70% to Developer and 30% to Authority of deferred Developer Fee including without limitation any Developer Fee to be paid out of available cash flow. Whether payable from equity or other sources during development of the Project or deferred and payable from cash flow, Developer and

Authority shall receive their respective share of Development Fee pro rata. The parties agree that if a governmental authority, Investor or lender imposes any limitations on the Development Fee, then the most restrictive limitations shall control and that any reduction in the Development Fee will affect Authority and Developer on a pro rata basis. A portion of the Development Fee may be deferred and paid out of Owner's cash flow and/or sale and refinancing proceeds, subject to any limitations imposed by ADOH, Investor and/or a lender (the "**Deferred Development Fee**"). In the event of a cost overrun in excess of any contingency set forth in the Development Budget, the Development Fee shall be deferred, as necessary, to pay for such overrun. Developer and Authority agree that cash flow based payments of Deferred Development Fee will be paid to Developer and Authority ahead of the repayment of any loans to Owner from Authority or its affiliates. If, during the course of development of the Project, there is a need to change Deferred Development Fee, Developer and Authority will mutually consult with one another to minimize the amount of additional Deferred Development Fee and cooperate in good faith to reduce the same. Any changes to Deferred Development Fee after Authority's approval of the Development Plan must be approved by the Authority. In the event that Investor requires deferred Developer Fee to be paid prior to the end of the 15-year compliance period, Developer will pay its portion of Deferred Development Fee outstanding, and Authority will pay its portion of Deferred Development Fee outstanding.

6.02 Cash Flow; Tax Credits. Subject to the terms of Section 6.05, and Investor approval, any cash flow distributed to MM shall be paid first in the amount of $7,500 to MM (the "MM Asset Management Fee"). If the Owner pays the MM an administrative fee or other fees (other than the MM Asset Management Fee) for providing any services to the Owner (*e.g.*, company management fees, incentive management fees or the like) ("**Managing Member Fees**"), such Managing Member Fees will be distributed by Managing Member as follows: fifty percent (50%) to Developer and fifty percent (50%) to Authority. To the greatest extent permitted by the Investor and the Code, all LIHTCs, HTCs or other tax credits (including, without limitation, any 45L credits) allocated to the MM will be fully allocated to Developer.

6.03 Predevelopment Costs. The Development Budget shall include a budget of estimated predevelopment costs. Predevelopment costs are defined as those costs incurred in connection with the Project prior to the Closing. Such predevelopment costs contemplated for the Project will include, but not be limited to, costs incurred to prepare applications for LIHTCs and other funding sources, appraisals, market studies, capital needs assessments, environmental studies, surveys, Geotech reports, energy modeling, and bond reservations. A preliminary estimate of predevelopment costs is included in Schedule 6.03. The final Development Budget will include an agreed upon amount of Authority's legal fees. Developer shall each be responsible for 100 percent (100%) of all budgeted predevelopment costs incurred in connection with the Project. Developer shall provide Authority with monthly invoices setting for the amount of predevelopment costs incurred each month. Developer shall be responsible for all predevelopment costs in excess of budgeted predevelopment costs. At Closing, Authority and Developer shall each be repaid the predevelopment costs they have incurred in connection with the Project, subject to Investor and lender approval. [If the Project receives an award of LIHTCs which Owner accepts, Developer intends to obtain a predevelopment line of credit that will be used for predevelopment costs incurred after the acceptance of such award and leading up to Closing.]

6.04 Project Loans. All loans made by the Authority are referred to herein as "**Authority Loans.**" The final amounts of all Authority Loans are subject to final approval by Developer, Authority, Investor and lenders. To the extent that Deferred Development Fee is not sufficient to cover construction overruns or there are operating deficits covered by Developer guarantees, the amount paid will be deemed loans and repaid from available cash flow after payment of Deferred Development Fee. Such loans are referred to as "**Managing Member Project Loans.**"

6.05 Adjustments to Cash Flow. If Investor or any lender determines that the amount of cash flow to be distributed as set forth in Section 6.02 needs to be modified to preserve LIHTCs or to maintain

Investor's pricing for its investment in LIHTCs with Owner, Authority and Developer agree that they will make such adjustments as are necessary to satisfy Investor's requirements or lender's requirements, as applicable. The final Managing Member operating agreement (the "**Managing Member Operating Agreement**") and Owner Operating Agreement will include such terms as are necessary to reflect this agreed upon split of cash distributions from the Project.

6.06 Purchase of MM Interest. Subject to the approval of Investor and lenders, and if required, ADOH and HUD, the Managing Member Operating Agreement will provide that Authority will have the right to purchase Developer's interest in the MM after the expiration of the operating deficit guaranty period set forth in the Owner Operating Agreement for an exit fee in the amount of $100,000. In the event that the Project is issued an Internal Revenue Service Form 8611 or 8823, the exit fee will be reduced to $100.00. In the event that the Project fails ADOH or other HUD-mandated physical inspections and the deficiencies are not corrected within the allotted cure period, the exit fee will be reduced to $100.00. In the event the Investor removes the Developer or requests the developer exit the ownership entity during the Compliance Period, the exit fee will be reduced to $100.00. Authority's right to purchase the MM Interest will be conditioned upon HUD, ADOH, Investor and lender(s) providing any necessary consent to such purchase.

ARTICLE VII - SELECTION OF PROFESSIONALS, CONTRACTORS AND CONSULTANTS

7.01 Selection of Providers. Authority and Developer shall mutually agree on any party that will be providing any services in connection with the Project including, without limitation, attorneys, accountants, and consultants; provided, however, that Authority and Developer agree that (a) Gary Todd Architecture, Ltd. shall be the architect for the Project ("**Architect**"), (b) the general contractor for the Project ("**General Contractor**") will be selected via competitive procurement in accordance with any applicable Federal, State or local procurement requirements, (c) _____TBD_____ shall be the management agent for the Project, and (d) Authority shall maintain sole right and ability to select and retain its own legal counsel, accountants and consultants throughout the duration of the Project. Developer or an affiliate may also provide relocation services in connection with the Project with the assistance of Authority. The amount of any fees or other compensation payable to Developer or its affiliates for the services described above, and the terms of any agreements related thereto, must be mutually acceptable to Developer and Authority. The fees due to Architect and General Contractor will be as set forth in the LIHTC Application. Notwithstanding the foregoing, in no event shall Developer contract with any party that has been debarred or suspended by the HUD. Developer hereby represents to Authority that it and its affiliates have not been disbarred or suspended by HUD. Authority shall have the right to review and approve, which approval will not be unreasonably withheld, conditioned or delayed, all contracts between Owner and Architect, General Contractor, PM or any other affiliate of Developer.

7.02 Architect's Agreement; Construction Contract. Owner's agreement with Architect (the "**Architect's Agreement**') will provide for Owner remedies due to Architect's default under the Architect's Agreement that are mutually acceptable to Developer and Authority and levels of service and measures of Architect's performance as an architect, consistent with industry practice and shall include termination rights in favor of Owner mutually agreed to between Developer, Architect and Authority, all subject to the approval of Investor and lenders. Owner's agreement with General Contractor (the "**Contractor's Agreement**') will provide for Owner remedies due to Contractor's default under the Contractor's Agreement that are mutually acceptable to Developer and Authority and levels of service and measures of Contractor's performance as an architect, consistent with industry practice and shall include termination rights in favor of Owner mutually agreed to between Developer, Architect and Authority, all subject to the approval of Investor and lenders. In the event that Architect/General Contractor is in default beyond applicable notice and cure periods and/or is unwilling or unable to perform its responsibilities under the terms of its agreement between Owner and Architect/General Contractor, then the Authority and Developer

agree that the Authority may require the Owner to terminate Architect/General Contractor in accordance with the terms of the agreement and engage a replacement contractor. The Managing Member Operating Agreement will provide that the Authority and Developer will reasonably agree, subject to Investor approval, on any replacement architect or general contractor, as applicable.

7.03 Environmental Remediation and Monitoring. Prior to procuring environmental remediation and/or monitoring services the Developer will require general contractor to contact the Authority's project manager to obtain a current list of approved contractors. If the list contains contractors that perform the desired scope of work, the general contractor will enter into subcontracts exclusively with those Authority-approved contractors. The general contractor will obtain bids from the approved contractors and award the resulting contract(s) in accordance with its established procurement procedures.

ARTICLE VIII - REPRESENTATIONS AND WARRANTIES.

8.01 Developer Representations. Developer hereby represents and warrants as follows:

(a) It has the legal and financial capacity to assume responsibility for compliance with all applicable laws, regulations, rules, programs and agreements and to enter into this Agreement and to perform all of the undertakings set forth herein.

(b) Developer is a duly organized and validly existing legal entity under the laws of the State of Illinois and is qualified to do business in the State of Arizona.

(c) This Agreement has been duly and validly executed and delivered by Developer and constitutes a valid and legally binding obligation of Developer enforceable in accordance with its terms.

(d) Developer is not a party to any contract or agreement or subject to any charter or other legal restriction of any kind which materially and adversely affects the business, property or assets, or the condition, financial or otherwise, of Developer. Neither the execution and delivery of this Agreement, nor compliance with the terms, conditions and provisions hereof, will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under any law or any regulation, order or decree of any court or governmental agency, or any indenture or other agreement or instrument to which Developer is subject, or will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Developer pursuant to the terms of any such indenture or agreement or instrument, and will not require the approval of any federal regulatory body or of any state or local commission or authority having jurisdiction with respect thereto, unless such approval has been obtained and is in full force and effect on the date hereof.

(e) There is no action, proceeding or investigation now pending before any court or any governmental department or agency nor any basis therefor, known or believed to exist which: (i) questions the validity of this Agreement or any action or act taken or to be taken by Developer pursuant to this Agreement, or (ii) is likely to result in a material adverse change in the authority, property, assets, liabilities or condition of Developer which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

(f) There has been no administrative action taken nor is any administrative action pending against Developer, its directors and/or officers relating to any denial of participation, suspension or debarment in any HUD program.

8.02 Authority Representations. Authority hereby represents and warrants as follows:

(a) It has legal and financial capacity to assume responsibility for compliance with all applicable laws, regulations, rules, programs and agreements and to enter into this Agreement and to perform all the undertakings set forth herein.

(b) Authority is a duly organized and validly existing legal entity under the laws of the State of Arizona.

(c) This Agreement has been duly and validly executed and delivered by Authority and constitutes a valid and legally binding obligation of Authority enforceable in accordance with its terms.

(d) Authority is not a party to any contract or agreement or subject to any charter or other legal restriction of any kind which materially and adversely affects the business, property, or assets, or the condition, financial or otherwise, of Authority. Neither the execution and delivery of this Agreement, nor compliance with the terms, conditions and provisions hereof will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under any law or any regulation, or decree of any court or governmental agency, or of any indenture or other agreement or instrument to which Authority is subject, or will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Authority pursuant to the terms of any such indenture or agreement or instrument and will not require the approval of any federal regulatory body or of any state or local commission or authority having jurisdiction with respect thereto, unless such approval has been obtained and is in full force and effect on the date hereof.

(e) There is no action, proceeding or investigation now pending before any court or any governmental department or agency nor any basis therefor, known or believed to exist which: (i) questions the validity of this Agreement or any action or act taken or to be taken by Authority pursuant to this Agreement, or (ii) is likely to result in a material adverse change in the authority, property, assets, liabilities or condition of Authority which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

(f) There has been no administrative action taken nor is any administrative action pending against Authority, its directors and/or officers relating to any denial of participation, suspension or debarment in any HUD program.

ARTICLE IX - COOPERATION; PUBLIC STATEMENTS

9.01 Cooperation. The parties hereto agree to cooperate with each other and provide all necessary documentation, certificates and consents and to take all necessary action in order to satisfy the terms and conditions hereof and the applicable laws, regulations and agreements relating thereto.

9.02 Public Statements. The parties agree to cooperate and consult with each other regarding any public statements or publication made regarding the Project, provided, however, that Developer understands that Authority staff may have to appear at public hearings or other public meetings at which the Project is discussed, and that in such instances, Authority may not be able to fully coordinate public statements made at such meetings or appearances. Each party will make reasonable efforts to provide the other with drafts of any written material prepared in connection with the Project for a government agency or other third party prior to submission. Each party shall revise such drafts in accordance with reasonable requests of the other. Nothing in this Section 9.02 is intended to require that Authority or any City employees share with Developer any internal communications about this Agreement or the Project.

ARTICLE X - ACCOUNTING RECORDS.

10.01 Books and Records. Developer's books and records pertaining to the Project shall, prior to Closing, be kept on a modified cash basis, including open accounts payable, in accordance with conventional practice, and consistently applied and after Closing shall be kept in accordance with generally accepted accounting principles. All books and records must conform to all regulatory and Investor requirements. Authority shall have reasonable access to all such books and records.

ARTICLE XI - DISPUTES.

11.01 Disputes. In the event of a dispute arising under this Agreement, the parties shall, without delay and in good faith attempt to amicably resolve such dispute. Should the parties be unable to resolve any dispute between themselves within ten (10) business days of both parties notice of such dispute ("**10-Day Dispute Period**") the parties will, within three (3) business days following the 10-Day Dispute Period select a neutral mediator experienced in mediation and in matters customarily related to the area of dispute. The dispute will be submitted to the mediator for non-binding mediation, the decision of such mediation not to extend beyond sixty (60) days from the conclusion of the 10-Day Dispute Period. If the parties do not reach a resolution to their dispute within the period referenced above, then, upon notice by either party to the other, all disputes, claims, questions, or differences may be submitted to non-binding arbitration in the State of Arizona in accordance with the Commercial Arbitration Rules and practices of the American Arbitration Association. In the event of a dispute in the courts, the parties consent, agree and stipulate that the exclusive forums and jurisdiction for maintaining any civil actions shall be in either the state or federal courts located in Maricopa County, Arizona, and the parties to this Agreement agree to submit to the personal and exclusive jurisdiction and venue of these courts.

ARTICLE XII - TERM; TERMINATION.

12.01 Term. This Agreement shall commence upon the execution hereof and shall terminate at Closing.

12.02 Termination by Parties. This Agreement may be terminated:

(a) By the mutual agreement of Developer and Authority;

(b) By Developer or Authority if there has been a default in the performance or observance of any term or condition of this Agreement by the other party that is not cured within thirty (30) days after receipt of written notice thereof from the non-defaulting party; provided that, if such default cannot reasonably be cured within thirty (30) days, and the defaulting party shall have commenced to cure such default within such thirty (30) day period, then the defaulting party shall have such additional time as is reasonably necessary to cure the default if the defaulting party promptly and diligently proceeds to cure the same, it being agreed that no extension shall be for a period in excess of one hundred and eighty (180) days unless mutually agreed to by the parties;

(c) Immediately by Developer or Authority, if the other party ceases doing business as a going concern, makes an assignment for the benefit of creditors, files a voluntary petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under the federal bankruptcy laws or any similar federal or state statute, law or regulation, or files an answer admitting the material allegations of such a petition or consents to or acquiesces in the appointment of a trustee, receiver or liquidator of all or any part of its assets or properties.

12.03 Payments and Damages. In the event Developer and Authority mutually terminate this Agreement under Section 12.02(a), each party shall pay 50% of the predevelopment expenses (and Authority shall reimburse Developer for 50% of any predevelopment expenses borne 100% by Developer) or any Project in accordance with the terms of Section 6.03, and neither party shall be entitled to any compensation from the other party unless mutually agreed by the parties. In the event Developer or Authority terminates this Agreement under Section 12.02(b) or 12.02(c), the defaulting party shall be liable for any and all damages incurred by the non-defaulting party including, without limitation, reasonable attorneys' fees and other costs and expenses resulting from termination of this Agreement.

12.04 Termination. Authority may terminate this Agreement for the convenience of Authority if Authority determines in good faith that it is infeasible or contrary to the interests of the Authority to proceed with the Developer for the Project, or with the Project as contemplated by Authority's Request for Proposals issued September 13, 2023. Any such termination shall occur by delivery to Developer of a written notice of termination. In the event of such termination for convenience, the Authority shall pay to Developer, as applicable, Termination Costs (as defined in this paragraph) within sixty (60) days after the Authority has received written notice from Developer of the applicable amount of Termination Costs and documentation that, to Authority's satisfaction, provides direct evidence of such Termination Costs. If the termination occurs **prior** to the date on which Developer and Authority have agreed on the Development Plan, the "**Termination Costs**" shall equal the sum of out-of-pocket costs Developer has incurred and paid in the development of the Project (the "**Out-of-Pocket Costs**"). If the termination occurs **on or after** the date on which Developer and Authority have agreed on the Development Plan, but **prior to the date** on which the Project receives a reservation or award of LIHTC, the "**Termination Costs**" shall equal the sum of (i) the Out-of-Pocket Costs, plus (ii) fifty percent (50%) of Developer's budgeted architect fees. The budgeted amounts shall be based on the approved Development Budget or, if a LIHTC application has been submitted, the amounts set forth in such application. If the termination occurs **on or after** the date on which the Project has received a reservation or award of LIHTC, the **Termination Costs**" shall equal the sum of (i) the Out-of-Pocket Costs, plus (ii) one hundred percent (100%) of Developer's budgeted architect fees, plus (iii) fifty percent (50%) of Developer's fees paid to lenders (if any) for an application fee.

12.05 Survival. Notwithstanding any expiration or termination of this Agreement, all indemnification obligations contained in of this Agreement, and the provisions contained in Articles II, III, V, VI, VIII, XI, XII, XVII and XVIII of this Agreement shall survive the termination of this Agreement to the extent that the terms and conditions therein require continued performance, compliance, or effect beyond the termination date of this Agreement.

ARTICLE XIII - INDEPENDENT CONTRACTOR

13.01 Independent Contractor. It is expressly agreed and understood between Authority and Developer, that Developer, in entering into this Agreement and carrying out its obligations hereunder, is an independent contractor working for itself and is not, shall not be deemed to be and shall not hold itself out as an agent, legal representative or employee of Authority. Developer is not granted any right or authority to assume or to create any obligation, liability or responsibility, express or implied, on behalf of or in the name of Authority, to bind the Authority in any manner to any contractual or other undertaking whatsoever or to accept payment from any party of any obligation owing to Authority. Developer shall be responsible for all costs it incurs in performing its obligations under this Agreement, and except as explicitly set forth herein, Authority shall not have any liability for any debts or other obligations which Developer may incur in rendering such performance.

13.02 Employees of Developer. Developer will provide staff for the proper administration, coordination, and supervision of the services it is providing under this Agreement. All officers and employees of Developer shall be compensated by Developer and shall be under the control of Developer.

Authority shall not have any liability or obligation whatsoever with respect to any employment arrangement between Developer and any of its officers and employees. All matters concerning the employment, supervision, compensation, promotion and discharge of such officers and employees shall be the sole responsibility of Developer. Developer shall comply with all applicable laws and regulations with respect to workers' compensation, social security, unemployment insurance, hours of labor, wages, working conditions, licensing and other employer-employee related matters, including, without limitation, all laws, rules and regulations with respect to non-discrimination based on race, sex or otherwise.

13.03 No Assignment of Funds. The Developer acknowledges that any transfer of Authority funds by Authority to the Developer shall not be deemed an assignment of such funds. The Developer will not succeed to any rights or benefits of Authority or attain any privileges, authorities, interests, or rights of Authority.

ARTICLE XIV - CONFLICT OF INTEREST

14.01 Conflicts of Interest.

(a) No employee, officer or agent of Authority shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when (a) the employee, officer or agent, (b) any member of his or her immediate family, (c) his or her parents or (d) an organization that employs, or is about to employ, any of the foregoing, has a financial or other interest in the firm selected for the award.

(b) Neither Authority nor Developer nor its contractors shall enter into any contract, subcontract or agreement in connection with the Project in which any member, officer or employee of Authority, or any member of the governing board of the locality in which the Project is situated, or any member of the governing body of the locality in which Authority was activated or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during such person's tenure or for one (1) year thereafter has any interests, direct or indirect.

(c) If any such present or former member, officer, or employee of Authority, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of such person's tenure any such interest, and if such interest is immediately disclosed to Authority, and such disclosure is entered upon the minutes of the Authority, Authority, may waive the prohibition; provided that any such present member, officer or employee of Authority, shall not participate in any action by Authority relating to such contract, subcontract or arrangement.

(d) No member, officer or employee of Authority, no member of the governing body of the locality in which the Project is situated, no member of the governing body of the locality in which Authority was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in the Project or the proceeds thereof.

(e) In addition to those requirements specifically set forth in this Section 14.01, Authority, Developer and their respective officers, employees, agents and/or contractors shall comply with all applicable Federal and Arizona laws and regulations governing conflicts of interest. Specifically, all parties hereto acknowledge that this Agreement is subject to cancellation by Authority or its successor, if applicable, pursuant to the provisions of A.R.S. § 38-511. Authority represents to Developer that it has no knowledge of any facts or circumstances that could give rise to the cancellation of this Agreement by Authority pursuant to the provisions of A.R.S. § 38-511.

14.02 Interest of Members of Congress. No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this Agreement or to any benefit to arise from it.

14.03 Limitation of Payments to Influence Certain Federal Transactions. The Limitation of Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, 31 U.S.C. §1352, provides, in part, that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including Authority and Developer, for influencing or attempting to influence an officer or employee of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

14.04 Certification. The Developer agrees to execute the Certification Regarding Lobbying attached hereto as Exhibit J.

ARTICLE XV - FEDERAL REQUIREMENTS

15.01 With regard to all work on the Project, Developer shall comply with all applicable federal, state and local laws and HUD regulations, including the following requirements to the extent they are applicable, as the same may be amended from time to time:

(a) The Fair Housing Act, 42 U.S.C. 3601-19, and regulations issued thereunder, 24 C.F.R. Part 100; Executive Order 11063 (Equal Opportunity in Housing) and regulations issued thereunder, 24 C.F.R. Part 107; the fair housing poster regulations, 24 C.F.R. Part 110, and advertising guidelines 24 C.F.R. Part 109.

(b) Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, and regulations issued thereunder relating to nondiscrimination in housing, 24 C.F.R. Part 1.

(c) Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-07, and regulations issued thereunder, 24 C.F.R. Part 146.

(d) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and regulations issued thereunder, 24 C.F.R. Part 8; the Americans with Disabilities Act, 42 U.S.C. §§ 12181-89, and regulations issued thereunder, 28 C.F.R. Part 36, and the Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151) and regulations issued pursuant thereto, 24 C.F.R. Part 40.

(e) Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701(u) ("**Section 3**") and its implementing regulations at 24 C.F.R. Part 75.

(f) 24 C.F.R. Part 24, which applies to the employment, engagement of services, awarding of contracts, subgrants, or funding of any recipients, or contractors or subcontractors, during any period of debarment, suspension, or placement in ineligibility status.

(g) Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations at 40 C.F.R. Part 15.

(h) The Immigration Reform and Control Act of 1986, Pub L. No. 99-603, 100 Stat. 3359.

(i) Executive Order 11246 of September 24, 1965, entitled, "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 C.F.R. Part 60. (All construction contracts awarded in excess of $10,000 by Federal grantees and their contractors or subcontractors.)

(j) Copeland "Anti-Kickback" Act, 18 U.S.C. § 874, as supplemented in Department of Labor regulations at 29 C.F.R. Part 3. (All contracts and subgrants for construction or repair.)

(k) Davis-Bacon Act, 40 U.S.C. §§ 276a to 276a-7, as supplemented by the Department of Labor regulations at 29 C.F.R. Part 5, and HUD regulations at 24 C.F.R. 941.610(a)(8)(vi) or successor provisions. The provisions of 24 C.F.R. Part 70, as they may be amended from time to time, will apply to the use of volunteers for activities covered by Section 12 of the United States Housing Act of 1937. In addition, if funds from other Federal programs are used in construction of the Project, Developer agrees to comply with all applicable requirements of such programs relating to labor standards. Developer shall comply with 24 C.F.R. Part 85, to the extent applicable.

(l) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Sections 327-330 (as recodified at 40 U.S.C. Sections 3701-3703), as supplemented by Department of Labor regulations at 29 C.F.R. Part 5.

(m) Executive Orders 11625 (as amended by Executive Order 12007), 13170, 12432, and 12138 (as amended by Executive Order 12608). Consistent with HUD's responsibilities under these Orders, to the extent applicable to the work to be performed by Developer hereunder, Developer must make efforts to encourage the use of minority and women's business enterprises in connection such work.

ARTICLE XVI - CONSENT; NO ASSIGNMENT.

16.01 Consent. In any request, approval, consent or other determination by any party required under this Agreement, the party shall act reasonably, in good faith and in a timely manner unless a different standard is explicitly stated. Nothing contained in this Agreement shall be deemed or construed in any way as constituting Authority's expressed or implied authorization, consent or request to any contractor, subcontractor, laborer or materialman, architect, or consultant, for the construction or demolition of any improvement, the performance of any labor or services or the furnishing of any materials for any improvements, alterations to or repair of a Development or any part thereof.

16.02 Assignment. With the exception of the Authority's nominee or assignee, neither party shall assign, subcontract or transfer any services, obligations, or interests in this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE XVII - INDEMNIFICATION

17.01 Mutual Indemnity. Developer, its affiliates, joint venture partners, subcontractors, agents or employees of any of them or anyone for whose acts they may be liable (collectively "Developer Representatives"), severally and jointly, agree to indemnify, defend, and hold harmless, on demand, the Authority, its successors and assigns, its elected and appointed officials, employees, agents, boards, commissions, representatives, and attorneys, for, from and against any and all third-party liabilities, obligations, damages, charges and expenses, penalties, suits, fines, claims, legal and investigation fees or costs, arising from or related to any claim or action for injury or damage to persons, property or the environment (collectively, "Claims") which Claims allege or arise in connection with the violation of law by, or the negligence or willful misconduct of, Developer Representatives on the Site or elsewhere in the

performance of its obligations under this Agreement. Authority, its affiliates, joint venture partners, subcontractors, agents or employees of any of them or anyone for whose acts they may be liable (collectively "Authority Representatives"), severally and jointly, agree to indemnify, defend, and hold harmless, on demand, the Developer, its affiliates and each of their respective successors and assigns, members, managers, employees, officers, shareholders and directors, for, from and against any and all Claims which allege or arise in connection with the violation of law by, or the negligence or willful misconduct of, Authority Representatives on the Site or elsewhere in the performance of its obligations under this Agreement.

17.02 Mutual Waiver of Subrogation. For the consideration of this Agreement, Developer and Developer Representatives agree to waive all rights of subrogation against the Authority for losses arising from or related to this Agreement. For the consideration of this Agreement, Authority and Authority Representatives agree to waive all rights of subrogation against Developer for losses arising from or related to this Agreement.

ARTICLE XVIII - ROLE OF PUBLIC HOUSING AUTHORITY COMMISSION OR CITY COUNCIL.

18.01 The parties acknowledge that closing of the transactions contemplated in this Agreement may be contingent on the review and approval, consistent herewith, of the City of Chandler Public Housing Authority Commission and/or the Chandler City Council if required by law or regulation, which approval is in the respective body's sole and absolute discretion. The Developer and the Authority agree to cooperate in order to obtain all necessary approvals.

ARTICLE XIX - MISCELLANEOUS.

19.01 Notices. All notices, requests, demands, approvals, or other formal communications given hereunder or in connection with this Agreement shall be in writing and shall be deemed given when actually received or two (2) days after being sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Developer:

Brinshore Development
Attn: Richard Sciortino
Phone: 847-224-5053
Email: richs@brinshore.com

If to Authority:

Chandler Housing and Redevelopment Division
235 South Arizona Avenue
Chandler, AZ 85225
Attn: Amy Jacobson, Housing and
Redevelopment Senior Manager
Phone: 480-782-3207
Email: Amy.Jacobson@chandlerAZ.gov

With a copy to:

Duane Morris, LLP
Terrace 7
2801 Via Fortuna, Suite 200
Attn: Scott A. Marks, P.C.
Phone: 512-277-2268
Email: samarks@duanemorris.com

With a copy to:

With a copy to:

Harvey Law, PLLC
7702 East Doubletree Ranch Road, Suite 300
Scottsdale, AZ 85258
Attn: Travys Harvey Esq.
Phone: 602-622-9454
Email: tharvey@harvey.legal

19.02 Counterparts. This Agreement may be executed in counterparts and all such counterparts shall be deemed to be originals and together shall constitute one (1) and the same instrument. Signatures sent via e-mail transmission shall be deemed original signatures for purposes of creating a binding Agreement.

19.03 Further Assurances. Each party shall execute such other and further documents as may be reasonably necessary or proper for the consummation of the transactions contemplated by this Agreement.

19.04 Interpretation and Governing Law. This Agreement shall not be construed against the party who prepared it but shall be construed as though prepared by both parties. This Agreement shall be construed, interpreted, and governed by the laws of the State of Arizona.

19.05 Severability. Nothing in this Agreement is intended, or may be construed, to require the commission of any act contrary to any applicable law. Each party must comply with all applicable laws and regulations in performing its obligations hereunder. If any provision of this Agreement (which is to be applied in the narrowest sense as meaning the particular provision within a single section, subsection, paragraph, sentence or clause) conflicts with any statute, law, ordinance, policy or treaty such that it is held or adjudged to be invalid, illegal, void or otherwise unenforceable, then the affected provision must be curtailed and limited only to the extent necessary to bring it within the applicable legal requirements and the validity, legality, and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby and will remain enforceable to the fullest extent permitted by law. In that event, to the fullest extent possible, the remaining provisions of this Agreement will be modified and construed to the extent necessary to resolve the conflict and to give effect to the intent manifested by the provision held invalid, illegal, void or unenforceable, although the economic and legal substance of the transactions contemplated hereby may not be affected in any manner that is materially adverse to any party affected by the invalidity or unenforceability.

19.06 Parties Bound. No officer, director, shareholder, employee, agent, or other person authorized to act for and on behalf of either party shall be personally liable for any obligation, express or implied, hereunder.

19.07 Final Agreement. This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by a writing signed or authorized by or on behalf of the party to be bound thereby. At Closing for the Project, this Agreement will be superseded by the terms and conditions of the documents entered into in connection with such Project, including, without limitation, a Ground Lease, documents governing any Authority Loans, the operating agreements of the MM and Owner, any development services agreements and right of first refusal agreements.

19.08 Remedies Cumulative; No Waiver. The rights and remedies granted herein or by law or equity are separate and no one of them, whether or not exercised, shall be deemed to exclude other rights or remedies. No delay or omission by either party to insist upon the strict performance of any of the other party's obligations under this Agreement or to exercise any right or remedy available hereunder shall impair any such right or remedy or constitute a waiver thereof in the event of any subsequent occasion giving rise to such right or availability or remedy or obligation, whether of a similar or dissimilar nature.

19.09 Successors. The terms, covenants, agreements, provisions, and conditions contained herein shall bind and inure to the benefit of the parties hereto, and their permitted successors and assigns; provided that Developer may not assign its interests in this Agreement without the prior written consent of Authority.

19.10 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the Authority from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Developer agrees it 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. Authority retains the legal right to inspect the papers of any Developer's or subcontractor's employee who provides services under this Agreement to ensure that Developer and subcontractors comply with the warranty under this provision.

19.11 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 (10) 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.

19.12 No Israel Boycott. By entering into this Agreement, Developer certifies that Developer 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 (A.R.S. § 35-393.01).

19.13 Covenant Against Contingent Fees. Developer warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid to such person by Authority, and that no member of the Chandler City Council, or any Authority employee has any interest, financially, or otherwise, in Developer's firm. For breach or violation of this warrant, Authority 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.

19.14 Disclosure of Information Adverse to Authority's Interests. To evaluate and avoid potential conflicts of interest, Developer must provide written notice to Authority, as set forth in this Section, of any work or services performed by Developer for third parties that may involve or be associated with any real property or personal property owned or leased by the Authority, with the exception of the Site or otherwise agreed to between the parties, the transactions contemplated in this Agreement or any work or services in connection with the Project or the transactions contemplated by this Agreement. Such notice must be given seven (7) business days prior to commencement of the services by Developer for a third party, or seven (7) business days prior to an "adverse action" as defined below. Written notice and disclosure must be sent in accordance with Section 17.01 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 the Authority; or (b) testifying or providing

evidence on behalf of any person in connection with an administrative or judicial action against the Authority; or (c) using data to produce income for Developer or its employees independently of performing the services under this Agreement, without the prior written consent of the Authority. Developer represents that except for those persons, entities, and projects identified to the Authority or as our contemplated in this Agreement, arise in connection with the Project or the transactions contemplated by this Agreement, the services performed by Developer 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 Authority's interests. Developer'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.

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

19.16 Disclaimer of Relationships. Nothing contained in this Agreement, nor any act of Authority, shall be deemed or construed to create any relationship of third-party beneficiary, principal and agent, limited or general partnership between Developer and Authority.

19.17 Title 34. Developer acknowledges and agrees that the Project must be designed, constructed, and bonds issued in accordance with Title 34, Arizona Revised Statutes, to the extent such law applies.

19.18 No Forced Uyghur Labor. By entering into this Agreement, Developer certifies that Developer and its affiliates are not currently engaged in, and agree for the duration of this Agreement, not to engage in the forced labor of ethnic Uyghurs in the People's Republic of China, including utilizing any goods or services produced by the forced labor of ethnic Uyghurs and/or utilizing any contractors, subcontractors, or suppliers that use such forced labor or any goods or services produced by the forced labor of ethnic Uyghurs, as defined by A.R.S. § 35-394.

[Signature Page Follows]

SIGNATURE PAGE TO
DEVELOPMENT AGREEMENT

CITY OF CHANDLER, a political subdivision of the State of Arizona

By: _____
Name: _____
Title: City Manager

Attest:

By: _____
Name: _____
Title: City Clerk

Approved as to form:

By: _____
(Asst.) City Attorney

DMG

BRINSHORE DEVELOPMENT, L.L.C., an Illinois limited liability company
By: RJS Real Estate Services, Inc., an Illinois corporation, its member

By: _____
Richard Sciortino, President

EXHIBIT A

The Site

Final Legal Description to be Confirmed on receipt of title insurance commitment and survey of the Site.

EXHIBIT B

PROJECT PLANNING AND PREDEVELOPMENT SERVICES

Developer shall be responsible for the following in consultation with Authority:

1. Engaging legal counsel to represent or serve as co-counsel for Developer, Owner and MM in connection with the Project.

2. Pay for all predevelopment expenses except for City's legal fees and environmental review, which then will be reimbursed to Authority at closing.

3. Organizing the Owner and MM for the Project. Note, the Authority will provide to Developer the name and organizational documents of the City entity that will be a member of the MM.

4. Assisting Authority with preparing documents specific to the Developer and lender(s) as required for RAD and other HUD submissions.

5. Preparing any required demolition/disposition submissions to HUD.
6. Preparing a budget for predevelopment and soft cost expenses to utilize Maricopa County ARPA funds in the amount of $5,000,000 to be encumbered and spent by November 1, 2026.

7. Purchase project Davis Bacon compliance software, (i.e. Elations software) to manage Davis Bacon, Section 3 and Minority and Women Owned Business

8. Preparing subsidy layering review submissions to HUD.

9. Preparing plans to encourage participation in the Project of Section 3 residents, Section 3 small business concerns, minority-owned businesses and women-owned businesses.

10. Engaging an independent consultant to conduct a market analysis and feasibility study.

11. Perform necessary needs assessments addressing physical, financing and community assets/needs to be used in connection with the Project.

12. Developing and implementing, in partnership with Authority housing staff, a public outreach plan that covers both the planning and implementation of the Project, including but not limited to public hearings, neighborhood meetings, and other citizen outreach methods, which shall provide for communication/collaboration with the community, public housing residents, Authority and City Council.

13. Consulting with Authority and coordinating with Authority in response to any media inquiries and/or public opposition to the Project that may arise.

14. Selecting, coordinating, managing and overseeing all professional services necessary for the creation of the plan including, but not be limited to, design of all infrastructure, utilities and site improvements.

15. Negotiating all necessary agreements with lenders, Investor, and governmental bodies, with the exception of HUD

16. Preparing a marketing plan and initial lease-up program.

17. Preparing a tenant relocation plan.

18. Developing detailed Project schedule with significant milestones.

19. Developing a construction strategy, a phased development implementation schedule and budget/quality control methods.

20. Preparing LIHTC and other financing applications for which Developer is eligible to apply in connection with the Project. Seeking other financing options for the project. Provide copies of applications for financing.

21. Using best efforts to cause the Project to proceed and close in accordance with the Development Schedule and the Development Budget. Performing such other Project Planning and Predevelopment Services that are reasonable and necessary for the Project.

EXHIBIT C

FINANCING SERVICES

The Developer shall be responsible for obtaining all Project financing, in conjunction with the Authority, including without limitation, preparing for Authority's review and approval, which approval will not be unreasonably withheld, conditioned or delayed, of an overall plan for the financing and equity investment necessary for the development and construction of the Development ("**Financing Plan**"). The Financing Plan shall set forth the debt and equity to be raised, the sources for all funds and expected uses. It is expected that such financing will include LIHTCs, conventional financing and such other sources of funds (including local government contributions) as necessary to fund the completion of the Project.

The Financing Plan shall be submitted to Authority simultaneously with the Development Budget for review, comment, and approval, which approval will not be unreasonably withheld. Developer shall be primarily responsible for obtaining the financing contemplated by the Financing Plan on behalf of Owner and for its implementation. Such implementation shall include, but not be limited to, the following:

1. (a) Applying for an allocation or allocations of LIHTC from ADOH as necessary to be reasonably likely to attract equity investments; (b) if awarded to Owner, and accepted by Owner, ensuring that such allocations are preserved through the Closing and (c) using commercially reasonable efforts to ensure that the equity investment of Investor at Closing is materially consistent with the terms approved for such investment pursuant to this Agreement. Neither the Developer nor any party affiliated with the Developer shall receive any compensation for the syndication of tax credits or solicitation of potential investors.

2. Providing legal counsel to Owner in connection with the tax credit syndication, the cost of which shall be a Project expense.

3. Prior to selecting an Investor for the Project, the Developer will solicit no fewer than three (3) proposals from reputable investors, including any investor recommended by Authority. Authority shall have the right to review and comment on all solicitation packages, syndication and Investor proposals, and the Developer shall reasonably consider all Authority input on such packages and proposals. Final selection of an Investor shall be based on, among other things, demonstrated competitiveness of the selected proposal under then-current market conditions in terms of pricing and related terms and conditions, including pay-in schedule, required guaranties, comfort with the Project's market area, bridge financing, and demonstrated reliability of performance in comparable transactions. The Developer shall consult with Authority regarding the terms of any investor investment and obtain Authority's consent to any terms which may impacting Authority. Such terms would include payment of future cash flow, operating guarantees and any options or right of first refusal.

4. Procuring all construction financing for the Project including any public funding.

5. Procuring all permanent financing of the Project, including public funding, with the exception of any funding or financial offsets that must be procured by Authority for regulatory reasons.

6. Maintaining all Project books of account and financial records in accordance with funding requirements.

7. Preparing and submitting to Authority such financial reports relating to the Project as Authority may reasonably request.

8. Performing such other Financing Services as are reasonably necessary for the Project.

EXHIBIT D

DESIGN/PLANNING SERVICES

Developer shall, together with the Architect, be responsible for the following in conjunction with Authority:

1. Overseeing all Planning Services for the Project. The Planning Services shall include:

a. Collecting existing site data as required for adequate due diligence and in support of design services, such as, survey, geotechnical, topographical, ownership of adjacent properties, etc.

b. Coordinating grading, street abandonments or dedications and construction of private utilities.

2. Preparing all budgets, schedules and contracts, including those with the contractors and other parties working on the Project.

3. Preparing a bidding package strategy.

4. Identifying and negotiating contracts with engineers, materials suppliers and other contractors, subcontracting professionals and consultants as may be necessary to carry out the Project.

5. Applying for and obtaining all permits (including building and construction permits), licenses, easements and approval necessary for the physical improvements contemplated by the Project and maintaining in full force and effect any and all such permits and approvals.

6. Preparing all design documents, development plans, critical path schedules, cost estimates, budgets, schedules, specifications, and design and development documents. All of such documents must be approved by Authority, which approval shall not be unreasonably withheld. Authority and Developer agree that non-asbestos containing materials, where applicable, will be used during the construction of the Project. All site plans submitted must include: (i) positioning of all improvements; (ii) identification of setbacks from lot lines; (iii) grading plans; (iv) drainage plans; and (v) utility locations. The construction plans and all revisions and modifications thereto, shall be certified by an architect duly registered under the laws of the State of Arizona. The construction plans must conform with all applicable legal requirements, including ordinances of Maricopa County and the City of Chandler, all Environmental Laws, all State and local building and fire codes, and, to the extent applicable to the Project, the Fair Housing Act.

7. Monitoring the performance of all persons and entities that are to provide design services to the Project and taking such actions as are necessary to maintain adherence to quality standards, the Development Budget, and the Development Schedule.

8. Monitoring the approved Development Budget.

9. Monitoring, reviewing and certifying draw schedules.

10. Performing all such other Design Services which are reasonable and necessary for the Project.

EXHIBIT E

SITE PREPARATION SERVICES

Developer shall, in its role as general contractor, be responsible for the following in conjunction with Authority:

1. Preparing complete site preparation analysis, design and technical specifications services through the completion of construction documents and a project manual that includes agreements, general requirements and technical specifications.

2. Undertaking all necessary site preparation, test borings, soil samples, geotechnical analysis and other similar investigations in connection with the Project.

3. Performing the proposed construction scope of work and providing contract administration services for this work in conformance with standards and recommendations described in the civil engineering drawings and other applicable site construction documents.

4. Clearing and otherwise preparing the Project site as necessary to perform its obligations hereunder.

5. Overseeing any required demolition as necessary to implement the Development Plan.

6. Verifying utility locations based on plats and coordinating site preparation requirements with utility systems and providers for water, wastewater, storm water, natural gas, electricity and telecommunications.

7. Obtaining all necessary construction and/or temporary easements, rights of entry and any other approvals required for the Project and infrastructure.

8. Designing and constructing all infrastructure, including roadways, sidewalks, curbs, gutters and, if applicable, underground utilities necessary for the Project.

9. Performing all such other Site Preparation Services which are reasonable and necessary for the Project.

EXHIBIT F

CONSTRUCTION SERVICES

Developer shall, in conjunction with Authority, ensure that General Contractor will be responsible for and will do the following:

1. Procure Construction contractor for the project in accordance with the City procurement requirements.

2. Preparing all construction budgets, schedules and contracts, including those with subcontractors, and other parties working on the Project. Note – Authority will review and provide comments to all construction contracts.

3. Applying for and obtaining all permits (including building and construction permits), licenses, easements and approvals necessary for the physical improvements contemplated by the Project.

4. Submitting suggestions or requests for changes to the construction plans which could in any reasonable manner improve the design, efficiency or cost of the Project.

5. Monitoring the performance of all persons and entities that are to provide materials, equipment or services to the Project and take such actions as are necessary to maintain adherence to quality standards, safety standards, production schedules, shipping dates, and job-site requirements.

6. Preparing written construction progress reports.

7. Upon substantial completion of construction and eleven (11) months after substantial completion, inspecting the work to determine and record the condition of the work. Developer shall notify Authority of such inspection, and shall allow Authority representatives to accompany it on any such inspection. General Contractor shall assist in the correction or replacement of faulty work.

8. Performing construction work in accordance with all applicable legal requirements and in a good and workmanlike manner, free and clear of all mechanic's, materialman's or similar liens and in accordance with good construction practices.

9. Equipping any dwelling units or causing the same to be equipped with all equipment and articles of personal property set forth in the construction plans.

10. Taking and/or causing others to take reasonable precautions for the safety of, and providing reasonable protection to prevent damage, injury or loss to, employees and other persons on and off-site where construction activities are underway. General Contractor shall take reasonable precautions for the safety and protection of the improvements, materials and equipment to be incorporated therein, whether in storage on or off-site, under care, custody or control of General Contractor, contractors or any subcontractor. General Contractor shall further take precautions to protect the property of Authority or others, whether or not forming part of the improvements, located at a construction site or adjacent thereto in areas to which General Contractor has access.

11. Establishing and implementing appropriate administrative and financial controls for the design and construction of the Project, including, but not limited to:

i. participating in conferences and rendering such advice and assistance as will aid in developing economical, efficient and desirable designs and construction procedures in connection with the Project;

ii. [reviewing all requests for payment under any architectural agreement, general contractor's agreement or loan agreements with any lending institutions providing funds for the benefit of Authority for the design or construction of the Project];

iii. complying with all terms and conditions applicable to the Project contained in any governmental permit or approval required or obtained for the lawful construction or operation of the Project or in any insurance policy affecting or covering the Project, or in any surety bond obtained in connection with the Project;

iv. furnishing such consultation and advice relating to the Project as may be reasonably requested from time to time by Authority;

v. [giving or making approvals and payments provided for in the agreements with any architect or contractor, professional or consultant retained for the Project];

vi. identifying local providers for development and construction services; and

vii. filling any notices of completion required or permitted to be filed upon the completion of any Project and taking such actions as may be required to obtain any certificates of occupancy or equivalent documents required to permit the occupancy of units.

12. Performing all such other Construction Services which are reasonable and necessary for the Project.

EXHIBIT G

AUTHORITY RESPONSIBILITY

Authority will be responsible for the following:

1. Engaging legal counsel, financial and other consultants to represent Authority in connection with the Project. The cost of the Authority's outside legal and consultant costs shall be included as a Development cost.

2. Providing access to the Site and related information as requested by Developer.

3. Working with Developer and its consultants and jointly interfacing with the local governmental officials to garner support for the Project.

4. Consulting with Developer and coordinating with Developer in response to any media inquiries and/or public opposition to the Project that may arise.

5. Providing any information Developer reasonably requires in connection with the Project.

6. Preparing a resident and community relations plan.

7. Identifying targeted residential tenants.

8. Establishing and leading community focus groups.

9. Assisting Developer community facilitation and ensuring stakeholders understand and advise on all aspects of the Development.

10. Pursuing a real estate tax exemption, if applicable.

11. Assisting Developer in obtaining all state and local approvals for the development of the Project.

12. All communication including required reporting and coordination with HUD on matters related to the RAD transaction, Section 8 and public housing.

13. Preparing RAD submissions and other disposition submissions to HUD.

14. Interfacing with HUD for all matters concerning the Project.

15. Assisting Developer in all Section 3 matters.

16. Reviewing and approving development budgets and applications prior to submittal.

17. Assisting Developer in choosing the development team.

18. Reviewing Project plans and specifications.

19. Reviewing construction budgets.

20. Reviewing all funding applications (LIHTC, HOME, and construction and permanent loans).

21. Endeavoring to assist in securing zoning and design approvals from the City of Chandler.

22. Lead responsibility for implementing a resident and community services program and developing plans for services in partnership with the Developer and community stakeholders.

23. The Authority will be the lead responsible for addressing any historic preservation and/or archaeology issues on the Project Site. The cost associated with historic preservation and/or archaeology shall be included as a Development cost. Developer will be expected to work with the Authority in these efforts. Reviewing matters submitted by the Developer and advising the Developer, if required, of the Authority's approval or why its approval is being withheld.

24. Preparing all necessary demolition/disposition, release of Declaration of Trust and Housing Choice Voucher applications, and all other documentation for submission to HUD in connection with any required HUD approval in accordance with the Development Schedule(s). The cost of demolition shall be included as a Development cost.

EXHIBIT H

INSURANCE

The Developer shall cause the appropriate entity to maintain and keep in force the following insurance, with Authority named as an additional insured on the General Liability, Excess and Umbrella Liability and Business Automobile Liability insurance coverage:

A. General Liability including bodily injury and property damage:

$4,000,000 General Aggregate

$4,000,000 Per Occurrence

$1,000,000 Personal Liability & Advertising Liability Insurance

$1,000,000 Fire/Legal Liability

$5,000 Medical Expense

B. Excess and Umbrella Liability:

$5,000,000 Per Occurrence

$5,000,000 Aggregate

C. Workers Compensation and Employers Liability at statutory requirements

D. Builders Risk:

(1) The Developer shall have "All Risk" insurance against loss or damage by fire, flood and such other risks and matters, including without limitation, business interruption, rental loss, public liability, and boiler damage and liability. The amount of such insurance will not be less than 100% of the full replacement value of the Project, including the cost of debris removal, without deduction for depreciation.

(2) All Contractors, Subcontractors should provide proof they have a Builders Risk/Installation Floater in place with limits not less than the cost of their portion of the job/contract.

E. Business Automobile Liability - $1,000,000

F. Professional Liability - $5,000,000.

G. Pollution - $5,000,000

General.

A. At the same time as execution of this Agreement, the Developer shall furnish the Authority 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 Authority. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Developer 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 Authority in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Developer from liabilities that might arise out of the performance of the Agreement services under this Agreement by Developer, its agents, representatives, employees, subcontractors, and the Developer 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 Developer 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 Developer shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the Authority requires of the Developer in this Agreement. The Developer is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Additional Policy Provisions Required.

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

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

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

3. The Developer'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 Developer 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 Authority, its officers, officials, agents, and employees, for losses arising from Work performed by the Developer for the Authority.

6. The Developer, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The Developer must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3-year period containing all the Agreement insurance requirements, including naming the City of Chandler and Public Housing Authority, 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 Authority 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 Developer must forward renewal or replacement Certificates to the Authority within 10 days after the renewal date containing all the required insurance provisions.

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

C. Authority 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 of Chandler and the Public Housing Authority, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Developer including the Authority's general supervision of the Developer; Products and Completed operations of the Developer; and automobiles owned, leased, hired, or borrowed by the Developer.

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

.

EXHIBIT I

WATER INTRUSION PREVENTION AND REMEDIATION

During the construction of the Development and until the receipt of the final certificate of occupancy, the Developer shall comply with the provisions of this Exhibit I (the "**Water Intrusion Provisions**") and shall (1) ensure that those Subcontractors which the Developer determines should be responsible for the Development's incurrence of mold, including without limitation all construction managers, contractors, and subcontractors comply with the Water Intrusion Provisions and (2) replicate these Water Intrusion Provisions in all contracts with such subcontractors. As used in this Agreement, "**mold**" shall mean any furry growth of minute fungi occurring in moist conditions including any indoor mold growth capable of creating toxins that can cause pulmonary, respiratory, neurological or other major illnesses after minimal exposure, as such exposure is defined by the Environmental Protection Agency, Center for Disease Control, National Institute of Health, the Institute of Inspections, Cleaning and Restoration Standard and Reference Guide for Professional Mold Remediation (IICRC S520), or other Federal, State or local agency organized in part to study and/or protect human health.

Water Intrusion Program

(A) Retention of a Water Management Professional. No less than thirty (30) days prior to the Closing of each Component, the Developer shall identify and arrange for the retention of a Water Management Professional trained to (A) inspect and identify leaks and water intrusion issues in buildings in the State and (B) develop defined water inspection protocols and monitoring programs. This professional (the "**Water Management Professional**") shall be qualified to do so and shall be reasonably acceptable to the City.

(B) Duties of the Water Management Professional.

(I) The Water Management Professional shall (A) inspect and identify leaks and water intrusion issues or mold growth in buildings, (B) develop defined water inspection protocols and monitoring programs, and (C) identify materials to be dried out and/or removed and any related remedial measures resulting from leaks and water intrusion or mold growth. In the event remedial measures are necessary, the remediation shall be conducted pursuant to the protocol that the Water Management Professional, utilizing his expertise and business judgment, deems appropriate and consistent with the guidelines produced by the New York City Department of Health and Mental Hygiene, the Environmental Protection Agency, IICRC S520 and the Occupational Safety and Health Administration

(II) During construction or renovation, the Water Management Professional shall inspect the project to identify areas of water intrusion or mold growth and any materials that may need drying or replacement. Such inspections shall be unannounced and shall occur no less frequently than monthly. During the ordinary course of operation of the Development, the Developer or the Owner shall arrange for an annual inspection of the Development by the Water Management Professional.

(C) Protocols. The Developer shall follow the Water Intrusion Program including complying with all protocols, compliance programs and monitoring programs developed by the Water Management Professional.

EXHIBIT J

CERTIFICATION REGARDING LOBBYING

The undersigned certifies on behalf of _____, _____ and its key principals, to the best of his 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 an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

2. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

_____,_____

By: _____

Name:

Title:

Schedule 6.03
Predevelopment Costs

CHANDLER arizona
Community of Innovation

City Council Memorandum **Neighborhood Resources** **Memo No.** NR24-026

Date: December 09, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Leah Powell, Neighborhood Resources
From: Riann Balch, Community Resources Manager
Subject: Resolution No. 5854 Approving Contract No. 535-25 Between the Arizona Department of Housing and the City of Chandler to Accept State Housing Trust Funds to Prevent Housing Insecurity

---

Proposed Motion:

Move City Council pass and adopt Resolution No. 5854 approving Contract No. 535-25 between the Arizona Department of Housing and the City of Chandler to accept State Housing Trust Funds in the amount of $343,387 to prevent housing insecurity; and authorizing the City Manager to take all action necessary or prudent to carry out the intent of this resolution and implement the program.

Background:

The Neighborhood Resources Department (NRD) provides Housing Stability Services to assist persons experiencing or at risk of becoming homeless obtain or retain safe, affordable housing. The current $420,000 program budget supports three staff members, program operations and direct assistance to participating households, including eviction prevention, rent and utility deposits, moving services, transportation and other client services. Approximately $100,000 is currently allocated for direct assistance.

The Arizona Department of Housing (ADOH) set aside approximately $5 million in State Housing Trust Funds (HTF) as flexible funding to further the reach of existing housing stability and homelessness prevention under its Preventing Housing Insecurity Notice of Funding Availability (NOFA). The goal of the program is to expand prevention activities, including flexible funding, to qualified

households experiencing or at risk of homelessness who are able to demonstrate the ability to maintain housing with the support of one-time financial assistance.

The City of Chandler was awarded $343,387 in HTF to administer the Preventing Housing Insecurity Flexible Funds (PHIFF) program for two years beginning July 1, 2024. 100% of the funding will be utilized for direct assistance to qualified households on the path to permanent housing. The funds will serve approximately 120 Chandler households.

Discussion:

Flexible funding is a key component in stabilizing households in housing crisis. The NRD operates several programs focused on preventing homelessness or reestablishing housing stability after homelessness occurs. Staff utilizes flexible funding to fill the gaps necessary to keep households safely housed or move households into safe, affordable housing. Eligible activities may include, but are not limited to, rental application fees, security and utility deposits, eviction judgments that must be paid before a new lease can be executed, storage for households in transition, and moving services. Follow-up case management services are provided to program participants that receive financial assistance. Stability outcomes are recorded and reported at the 3, 6 and 12-month marks following intervention. In FY 2023-2024, the Housing Stability Team housed 100 households comprising 212 persons. 97% of the households remained housed at the one-year mark.

Financial Implications:

Funding will be received at 217.4700.5219.0.3NR008. No matching funds are required.

Attachments

Resolution No. 5854

535-25 HTF City of Chandler PHIFF_FullContract

Certification for Contract #535-25 HTF

RESOLUTION NO. 5854

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING CONTRACT NUMBER 535-25 BETWEEN THE ARIZONA DEPARTMENT OF HOUSING AND THE CITY OF CHANDLER TO ACCEPT STATE HOUSING TRUST FUNDS IN THE AMOUNT OF $343,387 TO PREVENT HOUSING INSECURITY; AND AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTION NECESSARY OR PRUDENT TO CARRY OUT THE INTENT OF THIS RESOLUTION AND IMPLEMENT THE PROGRAM.

WHEREAS, the Arizona Department of Housing ("ADOH") notified the City of Chandler that it would receive $343,387 of State Housing Trust Funds ("HTF") for the purpose of preventing housing insecurity pursuant to the Preventing Housing Insecurity Flexible Funds ("PHIFF") Program; and

WHEREAS, the City of Chandler and ADOH desire to prevent housing insecurity through the use of flexible funding in coordination with the delivery of housing stability services; and

WHEREAS, the City of Chandler and ADOH wish to execute a Contract for the City of Chandler to administer the funds in accordance with the PHIFF Program and the State Housing Fund Program Summary and Application Guide requirements;

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

Section 1. Accepts the HTF funds in an amount up to $343,387 from ADOH.

Section 2. Authorizes the Mayor of the City of Chandler, or his designee, to execute the Contract with ADOH in substantially the approved form attached hereto as Exhibit "A" and incorporated herein by this reference.

Section 3. Authorizes the City Manager, or his designee, to execute, on behalf of the City, appropriate certifications and other documents and take such other actions as are necessary or appropriate to carry out the intent of this Resolution and administer the HTF funds in accordance with program requirements.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____ 2024.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above foregoing Resolution No. 5854 was duly passed and adopted by the City Council of the City of Chandler, Arizona at a regular meeting held on the ____day of _____ 2024, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY
DMG

EXHIBIT “A”

ADOH CONTRACT COVER PAGE

Subrecipient Name / Project Title / Contract Number / Grant Term:

The City of Chandler
HTF City of Chandler Preventing Housing Insecurity (PHIFF)
ADOH Contract #535-25
W-9 #86-6000238
HMIS Project Number: n/a
Grant Term – 07/01/2024 – 06/30/2026

Contract Contact Person(s) / phone number / email / address:

Riann Balch – Community Resources Senior Manager
City of Chandler Community Development and Resources
Mail Stop 600, P.O. Box 4008,
Chandler, AZ, 85244-4008
Phone: 480-782-4352
Email: Riann.Balch@chandleraz.gov

Dylan Raymond – Senior Management Analyst
City of Chandler Community Development and Resources
Mail Stop 600, P.O. Box 4008,
Chandler, AZ, 85244-4008
Phone: 480-782-4316
Email: dylan.raymond@chandleraz.gov

Payment Remittance Address *(for RFPs, Invoices, etc)*

Dylan Raymond – Senior Management Analyst
City of Chandler Community Development and Resources
Mail Stop 600, P.O. Box 4008,
Chandler, AZ, 85244-4008
Phone: 480-782-4316
Email: dylan.raymond@chandleraz.gov

Contract Signature Authority *(i.e. Board of Supervisors, CEO, CFO)*

Mayor Kevin Hartke
Office of the Mayor & Council
Mail Stop 603
P.O. Box 4008
Chandler, AZ 85244-4008

Distribute this contract to the appropriate parties within your organization and inform ADOH of any changes of personnel as needed.

*Please bookmark and save the Special Needs Portal link for all deliverables to be sent to ADOH: https://housing.az.gov/portals/document-upload-portals/special-needs-portal

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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with
ARIZONA DEPARTMENT OF HOUSING

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AGREEMENT NO. **535-25**
TERMINATION DATE **06/30/2026**

FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
THE CITY OF CHANDLER
FOR
HTF CITY OF CHANDLER PREVENTING HOUSING INSECURITY FLEX FUNDS (PHIFF)

This Funding Agreement is made by and between:

The **Arizona Department of Housing ("ADOH"),** located at, 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

☐ Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("**CDBG**").

☐ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("**HOME**").

☒ A.R.S. § 41-3955 (State Housing Trust Fund) ("**HTF**").

☐ A.R.S. § 41-3957 (State Housing Program Fund) ("**HPF**").

☐ S.B. 1720 Homeless Shelter and Services Fund ("**HSSF**").

☐ The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) ("**HOPWA**").

☐ Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("**COC**").

☐ Title I of the Housing and Economic Recovery Act of 2008, Section 1338 (Public Law 110-289). (National Housing Trust Fund) ("**NHTF**").

☐ Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) ("**DOE WAP**").

☐ Title IV Energy Conservation and Production Act (ECPA), as amended; and 42 U.S.C. Section 6861, *et. seq.* including WAP regulations contained in 10 CFR 440, DOE Financial Assistance Rules at 2 CFR 200 and the Bipartisan Infrastructure Law (Infrastructure Investment and Jobs Act), Public Law 117-58. (**"DOE WAP BIL"**).

☐ H.R 2471, the Consolidated Appropriations Act, 2022 establishing the Weatherization Readiness Fund (**"DOE WRF"**).

☐ Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) ("**LIHEAP WAP**").

☐ Southwest Gas Corporation, Weatherization Assistance Program ("**SWG WAP**").

☐ Arizona Public Service, Weatherization Assistance Program ("**APS WAP**").

☐ Salt River Project, Weatherization Assistance Program ("**SRP WAP**").

☐ Section 8071 of the SUPPORT for Patients and Communities Act. Pub. L. 115-271, approved October 24, 2018 referred to as Recovery Housing Program ("**RHP**").

☐ Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan at 31 CFR Part 35 ("**SLFRF**" or "**SFRF**")

and

THE CITY OF CHANDLER
(Entity)

An Arizona City ("Recipient") W-9 #**86-6000238**, located at

235 S. ARIZONA AVENUE
Street
CHANDLER, AZ 85225
City State Zip

In consideration of the mutual representations and obligations hereunder, ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide $343,387.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

☐ **CDBG**, CFDA # 14.228, FAIN # _____
Federal Fiscal Year _____
$_____

☐ **HOME**, CFDA # 14.239, FAIN # _____
Federal Fiscal Year _____
$_____

☒ **HTF**
State Fiscal Year 2024
$343,387.00

☐ **HPF**
State Fiscal Year _____
$_____

☐ **HSSF**
State Fiscal Year _____
$_____

☐ **HOPWA**, CFDA # 14.241, FAIN # _____
Federal Fiscal Year _____
$_____

☐ **COC**, CFDA # 14.267, FAIN # _____
Federal Fiscal Year _____
$_____

☐ **NHTF**, CFDA # 14.275, FAIN # _____
Federal Fiscal Year _____
$_____

☐ **DOE WAP,** CFDA # 81.042, FAIN # _____
Federal Fiscal Year _____
$_____

☐ **DOE WAP BIL,** CFDA # 81.042, FAIN # _____
Federal Fiscal Year _____
$_____

☐ **DOE WRF,** CFDA # 81.042, FAIN # _____
Federal Fiscal Year _____
$_____

☐ **LIHEAP WAP (through ISA with AzDES)**; CFDA # 93.568, FAIN # _____
Federal Fiscal Year _____
$_____

☐ **SWG WAP**
State Fiscal Year _____
$_____

☐ **APS WAP**
State Fiscal Year _____
$_____

☐ **SRP WAP**
State Fiscal Year _____
$_____

☐ **RHP;** CFDA #14.228, FAIN # _____
State Fiscal Year _____
$_____

☐ **SFRF (through ISA with Office of the Governor)**: CFDA # 21.027, FAIN # _____
State Fiscal Year _____
$_____

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the ***Budget*** attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within thirty (30) days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until **06/30/2026** unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to, the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as **Attachment G, *Authorizing Resolution(s)*** and any ***Special Conditions of the Agreement*** attached hereto as **Attachment E.**

☐ **CDBG** funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; (6) *CDBG Application Handbook*; (7) *CDBG Grant Administration Handbook;* and (8) *CDBG Procurement, Contracts and Acquisition Handbook* (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.

☐ **HOME** funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbo*ok; and (6) the *State Housing Fund Program Summary and Application Guide*.

☒ **HTF** funds require adherence to the *State Housing Fund Program Summary and Application Guide* as revised.

☐ **HPF** funds require adherence to the *Special Needs Housing Manual* as revised.

☐ **HSSF** funds require adherence to S.B. 1720 and the Notice of Funds Available issued for acceptance of applications for HSSF funding.

☐ **COC** funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the *Special Needs Housing Manual*.

☐ **HOPWA** funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the *Special Needs Housing Manual.*

☐ **NHTF** requires adherence to the following provisions as revised: (1) 24 CFR Parts 91 and 93, Housing Trust Fund Interim Rule; (2) the provisions contained in the *State of Arizona Consolidated Plan*; (3) *State Housing Fund Program Summary and Application Guide*; (4) State of Arizona Qualified Allocation Plan; and *(5) National Housing Trust Fund Allocation Plan.*

☐ **DOE WAP, DOE WAP BIL and DOE WRF** funds require adherence to the following provisions as revised: (1) 10 CFR Part 440 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) *the Arizona Weatherization Policies and Procedures Handbook*; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *DOE WPN 22-4 Quality Work Plan.*

☐ **LIHEAP WAP** funds require adherence to the following provisions: (1) 45 CFR Part 96 as revised; (2) *the Arizona Weatherization Assistance Program State Plan (State Plan);* (3) *Health and Safety Plan (HSD Plan);* (4) *the Arizona Weatherization Policies and Procedures Handbook;* (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *WAP Memorandum 15-10 Quality Management Plan.*

☐ **SWG WAP, APS WAP or SRP WAP** funds require adherence to the following provisions: (1) *the Arizona Weatherization Assistance Program State Plan (State Plan);* (2) *Health and Safety Plan (HSD Plan);* (3) *the Arizona Weatherization Policies and Procedures Handbook*; (4) *Arizona Weatherization Assistance Program Field Guide;* (5) *Standard Work Specifications*; and (6) *WAP Memorandum 15-10 Quality Management Plan.*

☐ **SFRF** funds require adherence to the terms and conditions of the State Fiscal Recovery Funds such that the following costs shall be paid to the Recipient for the protection of homeless individuals and homeless families in the time of the COVID-19 crisis through costs specifically outlined in the Scope of Work described in Section 6 below.

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in Attachment A.

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work*.

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

(a) The purpose of the project changes;
(b) The location of the project changes;
(c) A project activity is added, deleted or altered such that it becomes a different activity;
(d) The beneficiary of any activity changes;

(e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;

(f) The ownership entity changes; and

(g) Any other changes that involve program requirements.

ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1 Performance Report. Recipient agrees to submit the ADOH *Performance Report* respective of the types of projects indicated below and attached as Attachment B.

☐ **HOME, NHTF, HTF** funded rental development projects ("Rental Projects") or **HPF** funded rapid rehousing projects: Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December).

☒ **HOME, HTF and CDBG** non-rental projects ("HOME, HTF and CDBG Non-Rental Projects"). Recipient must submit a *Monthly Progress Report* attached hereto as Attachment B. The Monthly Progress Report must be submitted to ADOH on the 20th of each month and address activities of the preceding one (1) month (i.e. the July report covers the month of June). Failure to submit timely Monthly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.

☐ **HSSF** funded assistance for persons who are homeless ("Homeless Shelter and Services Projects"). Recipient must submit a *Quarterly Performance Report* attached hereto as Attachment B. The Quarterly Progress Report follows the state fiscal year from July 1 through June 30 and must be submitted to ADOH on the 20th day of October, January, April and July and address activities of the preceding quarter (i.e. the October report covers the months of July through September).

☐ **HOPWA** funded rental assistance and services ("HOPWA Projects"). A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in Section 4 and submit one (1) *HUD Consolidated Annual Performance Evaluation Report*

(CAPER) in accordance with the schedule set forth in Attachment B no later than sixty (60) days following the end of Fiscal Year date which is June 30th annually.

☐ **COC** funded assistance for persons who are homeless ("Homeless Projects"). ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in Section 4. Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December). Recipient shall submit *Annual Progress Report (APR)* data from HMIS to ADOH**,** no later than thirty (30) days following the contract termination date listed on Page 1 of the Agreement.

☐ **DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP, SWG WAP, APS WAP and SRP WAP** funded projects ("Weatherization Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of February, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the January 30th report covers the month of December).

☐ **SFRF** funded projects ("SFRF Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th of each month and address activities of the preceding month (i.e. the April report covers the month of March).

7.2 Contract Closeout—Completion Reports and Post-Funding Audits. Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:

(a) The funds have been expended;
(b) The Scope of Work has been completed;
(c) The contract period set forth in this Agreement has expired; or
(d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is administratively closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post-funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the *Scope of Work* in accordance with the *Schedule of Completion* hereby incorporated into this Agreement and described in Attachment B.

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

☐ **Rental Projects funded with HOME or HTF**. Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Bimonthly Performance Report,* attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Non-Rental Projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Monthly Performance Report,* attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☒ **Homeless Projects funded with HTF, HPF, HSSF or COC.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Weatherization.** Projects funded with DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP, SWG WAP APS WAP and/or SRP WAP. Recipients will have twelve (12) months to complete the Scope of Work with no extensions. ADOH may, based on a review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-

allocation of funds if applicable would occur at approximately four (4) months with additional re-allocations made on an as needed basis.

☐ **SFRF Projects**. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the Budget that is attached as Attachment C. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

☐ **CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the *Budget* require a contract amendment:

(a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
(b) Additional funding sources are added to the Project;
(c) Recipient is requesting a change to the grant terms.

☒ **HOME, HOPWA, HPF, NHTF and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the *Budget* require a contract amendment:

(a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
(b) Recipient is requesting a change to the loan terms.

☐ **HSSF and SFRF Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs.

☐ **WEATHERIZATION Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs. Administration, Technical Assistance and Health and Safety line items cannot be increased unless the overall award of funds increases.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within fifteen (15) days of draw down) to cover subsequent requests for reimbursement and must return them to ADOH within thirty (30) days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within fifteen (15) days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within fourteen (14) business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for conducting environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for conducting Environmental Reviews before ADOH requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or

construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether federal or state funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

(a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);

(b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.

☐ **WEATHERIZATION (DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP).** DOE has made a final NEPA determination for all activities under this Funding Agreement that are listed in the State Plan formally approved by DOE and incorporated into this Funding Agreement. Recipients are responsible for compliance with Section 106 pursuant to 36 CFR Part 800.2 (c)(4).

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

☐ **CDBG.** If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed eighteen percent (18%) of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC, NHTF HOPWA, HSSF, DOE WAP, DOE WAP BIL, DOE WRF and LIHEAP WAP funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in Attachment C.

Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in 2 CFR 200 as applicable; 24 CFR Parts 44, 92 and 570 as applicable; and 10 CFR 440 and 600 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH *Request for Payment* form hereby incorporated into this Agreement and attached as Attachment D. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within sixty (60) days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the sixty (60) day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section, the following definitions shall apply:

"Funds Recouped by Recipient" means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law

or regulations, for the full period of affordability required by this Agreement; or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

"Interest" means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

"Program Income" means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient and Interest to ADOH within thirty (30) days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within **thirty (30) days** of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work* (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work;* and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative terms be accomplished later than 180 days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of $25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved with State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to Section 11 of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, de-obligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

(a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;

(b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the *Scope of Work* (Attachment A)

or fails to expend any funds in accordance with the *Budget* (Attachment C) within 180 calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under Section 15.4 hereof and/or terminate this Agreement for cause pursuant to Section 20 of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the Scope of Work set forth in Attachment A, Schedule of Completion set forth in Attachment B and Budget set forth in Attachment C to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to Section 15.4 hereof and obtain repayment of funds expended pursuant to Section 15.6, hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one (1) or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to Section 15 hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
(b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
(c) Wholly or partly suspend or terminate the award evidenced by this Agreement;
(d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
(e) Recapture funds and terminate contract;
(f) Withhold future ADOH grant awards from all sources; or
(g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, either party may, within three (3) years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the parties, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

☐ **CDBG funded projects only**: All CDBG records must be retained for at least three (3) years after the grant agreement close out between HUD and ADOH has been approved by HUD. ADOH will notify recipients of the records retention date of expiration for CDBG funded projects.

☐ **WEATHERIZATION projects only**: All records must be retained for at least three (3) years after the grant agreement close out between DOE or SWG and ADOH has been approved. ADOH will notify recipients of the records retention date of expiration for Weatherization projects.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds or HSSF funds per S.B. 1720, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds, HTF and HSSF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME, CDBG, HOPWA, COC, NHTF, DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP, CCSNF and SFRF programs, the availability of state funds provided for the state HTF, HPF and HSSF Programs and the availability of private funds provided for the SWG WAP, APS WAP and SRP WAP programs. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

To the extent permitted by law, each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers. Each party's obligations and liabilities under this paragraph survive the expiration or termination of this Agreement.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development ("HUD") and the U.S. Department of Energy (DOE) is not a party to this Agreement and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 2 CFR 200. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, NHTF, COC, HOPWA, DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP, CCSNF, SFRF) or state (HTF, HPF, HSSF) funds or private funds (APS, SRP, SWG) used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated

by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

(a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.

(b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Recipient toward fulfillment of this Agreement.

Section 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

(a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

(b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.

(c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

Section 42. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Recipient and its subcontractors, at Recipient's and subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

Recipient's insurance shall be primary insurance as respects ADOH and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers

and employees for any claims arising out of Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to ADOH under such policies. Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond listing ADOH as the Obligee or co-Obligee or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

42.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's

employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

In case any work is subcontracted, Recipient will require the subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Recipient.

42.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Recipient's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of this Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

42.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

☒ 42.4 Self Insurance

The parties acknowledge that Recipient is self-insured and that such self-insurance satisfies the requirements of this Section 42.

Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA and COC programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

THE CITY OF CHANDLER
Entity
RIANN BALCH, COMMUNITY RESOURCES SENIOR MANAGER
Attention (if applicable)
MAIL STOP 600, P.O. BOX 4008,
Mailing Address
CHANDLER, AZ, 85244-4008
City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with *socialserve.com* and keep the project listed with *socialserve.com* for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

Section 48. STATE OF ARIZONA

This Agreement shall be construed in accordance with the laws of the State of Arizona.

Section 49. WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01.

If the [Recipient] engages in for-profit activity and has ten (10) or more employees, and if this Agreement has a value of $100,000 or more, then the [Recipient] certifies it is not currently engaged in, and agrees for the durations of this Agreement, not to engage in a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S C. § 4842 or a regulation issued pursuant to 50 U.S C. § 4842.

Section 50. A.R.S. § 1-501 Relating to Federal Programs

Notwithstanding any other state law and to the extent permitted by federal law, any person who applies for a federal public benefit that is administered by this state or a political subdivision of this state and that requires participants to be citizens of the United States, legal residents of the United States or otherwise lawfully present in the United States shall submit required documentation to the entity that administers the federal public benefit demonstrating lawful presence in the United States.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STATE OF ARIZONA, ARIZONA DEPARTMENT OF HOUSING	**THE CITY OF CHANDLER, RECIPIENT**
BY: _____	BY: _____
Joan Serviss	Kevin Hartke
TITLE: Director	TITLE: Mayor
DATE: _____	DATE: _____

Approved as to Form:

By: _____
City Attorney
DMG

ATTACHMENT A

The City of Chandler
HTF City of Chandler Preventing Housing Insecurity Flex Funds (PHIFF)
ADOH Contract 535-25

Scope of Work

Summary:

The Arizona Department of Housing (ADOH) has set aside approximately $5 million in State Housing Trust Funds (HTF) as flexible funding to further the reach of existing housing stability and homelessness prevention under its Preventing Housing Insecurity Notice of Funding Availability (NOFA). The goal of this program is to expand prevention activities, including flexible funding, to qualified households (defined below) 'at risk' of homelessness but who are able to demonstrate the ability to maintain housing after the one-time assistance.

The City of Chandler, **Recipient,** has been awarded **$343,387.00** in HTF to administer this Preventing Housing Insecurity Flexible Funds (PHIFF) program, in the City of Chandler, Arizona, and surrounding areas in Maricopa County. This flexible funding program will allow the City of Chandler to expand their existing housing stabilization and permanency programs. These funds will be dedicated to direct financial assistance for eligible households. At minimum, 125 eligible individuals at or below 80% AMI will be served through this funding during the period of performance.

Financial assistance must be for the purpose of participants obtaining or retaining housing and/or eliminate barriers in obtaining or retaining housing. Verification of existing housing status is required and must be documented appropriately. **Recipient** must use progressive engagement to ensure that the least amount of funds possible are being used to prevent the household from losing their housing. **Recipient** will assess and triage need and other eligible resources using these flexible funds as an option of last resort. The use of these funds is limited to a one-time payment per household of no more than **$3,000** paid on behalf of the program participant to the landlord, utility company, etc., and are not be used for ongoing assistance.

Recipient will provide case management components in its program design. These voluntary services can include education, coaching, negotiation with vendors (landlords), budgeting and financial management, legal referrals. **Recipient** will provide post-funding follow up at 3, 6, and 12 months via text, in person, virtual, and/or telephonic to determine the client's housing status, the impact of the funding and the need for additional connection to other programs.

Term:

The term of this Agreement shall be for one year, unless otherwise amended in accordance with the terms of this Agreement, beginning **July 01, 2024** and ending **June 30, 2026**.

Target Population and Eligible Activities:

Qualified households are defined as households with a maximum income of 80% (eighty percent) of Area Median Income (AMI). Verification of housing status and income required. Program eligibility assessment should be completed to determine the type and amount of financial assistance provided. Financial assistance provided through this funding is to be used as an option of last resort or meets an immediate need that other funding sources are unable to cover, and that the household is able to maintain housing after assistance.

Examples of eligible activities include:

- Past due or future rent (i.e., up to 1 month of rent)
- Past due and/or future utilities, utility deposits
- Move in assistance (movers, furniture, kitchenware, welcome boxes); rental application fees, inspection/processing/admin fees, security/rental deposits, storage costs
- Pet deposits; one-time pet fees
- Legal fees/expenses, prior judgments
- Car repair, car payment
- Insurance payment
- ID costs/expenses
- Relocation to another community (pending confirmed housing opportunity)
- Clothing, including work uniforms and work supplies
- Employment-related expenses (starting job costs)
- Housing search/placement
- Air conditioning (repair/replace)
- Legal aid, credit repair
- Landlord engagement/mediation

Services include information and referral, financial assistance, and other non-financial case management services including housing assistance, crisis management services, referrals to legal aid, budgeting and financial management education materials.

Program Design:

- Financial assistance must be for the purpose of clients obtaining or retaining housing and/or eliminate barriers in obtaining or retaining housing.
    - Verification of existing housing status required.
- Implementing organization(s) should assess and triage for all available and eligible resources and programs and connect the household to those resources thus enabling the financial assistance provided through this flexible funds program to be used as an option of last resort.

- Organizations must require that clients demonstrate that the flexible fund is the option of last resort or meets an immediate need that other funding sources are unable to cover, and that they are able to maintain housing after the assistance.
    - Proper documentation should support this assistance.
- Organizations must have and share, upon award, established policies and procedures that are in place for outreach, coordination and service delivery.
- Organizations must have, or establish upon award, defined processes and financial controls to allow timely and accurate disbursement and documentation of financial assistance with appropriate documentation.
- Implementing organization(s) will provide case management components in its program design. This can include education, coaching, negotiation with vendors (landlords), budgeting and financial management, legal referrals.
- Implementing organization(s) will provide post-funding follow up at 3, 6, or 12 months via text, in person, virtual, and/or telephonic to determine the client's housing status, the impact of the funding and the need for additional connection to other programs.

Expenditure Rate:

Recipient shall submit for reimbursement of costs incurred during the contract period through monthly Request for Payments (RFPs), Attachment D, for the preceding month's expenses. All RFPs must be accompanied by the appropriate supporting documentation (i.e. invoices, receipts, payroll, rent roll/rosters, ledgers, etc.) or delays may occur. RFPs and supporting attachments are to be sent through the Special Needs Portal (see note below).

Recipient acknowledges that late or inaccurate documents and expending less than ninety-five percent (95%) of awarded contract funds may result in recapture or reallocation of funds.

Reporting:

ADOH will require that prevention providers track their performance quarterly on the following measures.

- Demographics. Confirm distribution is consistent with at-risk population
- Quarterly reports should include the following quantitative data:
    - # of households (unduplicated) applied
    - # of households assisted
    - # (total) of people assisted (broken out by adults, children, and total)
    - Amount of assistance provided
    - Average dollars per household
    - Uses of the funds by category
    - Housing stability rate after 3 months, 6 months and 1 year
- Of the households presenting for assistance, the percentage that maintained housing or were successfully prevented from housing instability;

- Percentage of households that seek or return to emergency shelter within six months after receiving prevention assistance;
- Percentage of households that require financial assistance to maintain housing or to prevent housing instability.
- Qualitative Narrative Report: a brief description of activities performed, including but not limited to, occurrences that caused variation from schedule, changes to plans, unforeseen circumstances, program progress, successes and/or barriers experienced, etc.

● Voluntary participation in future evaluation processes that are beginning to take place within the housing community, led by Arizona's philanthropic community, thus supporting the learning of what effective prevention practices are.

A Note on Submitting Documents to ADOH Special Needs:
All documents submitted to ADOH Special Needs must be uploaded using the **Special Needs Portal** located on the ADOH webpage. Documents should have a name that clearly identifies the ADOH contract number, Project Name, and description of document (*i.e. 510-21 CBI Gila County PSH_July Payment Request_w_backup*). Failure to do so could result in a delay as items may get lost or are unable to be identified.

Certification:

By the signing of this contract, **Recipient** is certifying that the agency is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state debarment agency.

Arizona Department of Housing

HTF City of Chandler Preventing Housing Insecurity (PHIFF) **ATTACHMENT B**

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION

Recipient	**City of Chandler**			**Submission Date**	mm/dd/yyyy
Contract No	**535-25** **Contract Period:** 07/01/2024 - 06/30/2026			**Reporting Month**	MM
Activity	HTF PHIFF Direct Assistance				
Recipient Address	235 S. Arizona Avenue			**City**	Chandler
Contact Person	Dylan Raymond – Senior Management Analyst			**Zip Code**	85225
Phone	480-782-4316	**Email**	dylan.raymond@chandleraz.gov	**County**	Maricopa
Program Specialist	Connie Howell	**Email**	connie.howell@azhousing.gov		

Indicate adherence to contract or schedule changes Quarterly. Due by the 20th of the month following the Quarter end. See Below.

Contract Schedule	**Contract Date**	**Complete Yes/No**	**Modification Date (or N/A)**
Program Start Date	**7/1/2024**		
Submission of FY25 Quarter 1 Report	**10/20/2024**		
Submission of FY25 Quarter 2 Report	**1/20/2025**		
Submission of FY25 Quarter 3 Report	**4/20/2025**		
Submission of FY25 Quarter 4 Report	**7/20/2025**		
Submission of FY26 Quarter 1 Report	**10/20/2025**		
Submission of FY26 Quarter 2 Report	**1/20/2024**		
Submission of FY26 Quarter 3 Report	**4/20/2026**		
Submission of FY26 Quarter 4 Report	**7/20/2026**		
Project Complete - Contract Expires	**6/30/2026**		
Project Final Request for Reimbursement and Close Out Reports Due	**7/31/2026**		

Quarterly report:

Variations of this report can be generated and submitted for approval through your ADOH Housing Programs Contract Specialist.

Reports should include the following data:

Demographics. Confirm distribution is consistent with at-risk population.

# of households (unduplicated) applied for assistance			
# of households assisted			
# (total) of people assisted (broken out by adults, children, and total)			
	Adults	Children	Total
Amount of assistance provided			
Average dollars per household			
Uses of the funds by category			
Housing Stability rate after 3 months, 6 months, and 1 year			
	3 months	6 months	1 year

Of the households presenting for assistance, the percentage that maintained housing or were successfully prevented from housing instability	
Percentage of households that seek or return to emergency shelter within six months after receiving prevention assistance	
Percentage of households that require financial assistance to maintain housing or to prevent housing instability	

Qualitative Narrative Report:

Give a brief description of activities performed, including but not limited to, occurrences that caused variation from schedule, changes to plans, unforeseen circumstances, program progress, successes and/or barriers experienced, etc. Describe how this flexible funding program is successfully maintaining housing stability, identifying housing opportunities, or transitioning households into stable housing solutions. Share best practices and new learnings as well.

Recipient Authorized Signature Date	Printed Name & Title

Arizona Department of Housing

HTF City of Chandler Preventing Housing Insecurity (PHIFF) **Attachment C**

BUDGET							
Recipient	**City of Chandler**					**Date**	
Contract No	**535-24**	**Contract Term:** 07/01/2024 - 06/30/2026				**Initial or Revision #**	Initial
Activity	HTF PHIFF Direct Assistance						
Recipient Address	235 S. Arizona Avenue					**City**	Chandler
Recipient Contact Person	Dylan Raymond – Senior Management Analyst					**ZIP**	85225
Phone	480-782-4316		**Email**	dylan.raymond@chandleraz.gov		**Fax**	
ADOH Program Specialist	Connie Howell		**Email**	connie.howell@azhousing.gov		**County**	Maricopa

	a	b	c	d	e	f	g	h
HDS	**Budget Line Item Activity**	**HTF 2024**						
01	Administration	$ -						
02	Direct Assistance	$ 343,387.00						
Total		$ 343,387.00	$ -					
Total Contract Amount:			**$ 343,387.00**					

Special Needs: 08.2024

Arizona Department of Housing

HTF City of Chandler Preventing Housing Insecurity (PHIFF) **Attachment D**

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

Recipient	**City of Chandler**			**Date**	XX/XX/XXXX
Contract No	**535-25**	**Contract Term:** 07/01/2024 - 06/30/2026		**Pay Req. No/Mo/Yr**	#XX MM/YY
Activity	HTF PHIFF Direct Assistance			**Direct Wire Deposit**	☐ Yes ☐ No
Recipient Address	Mail Stop 600, P.O. Box 4008			**City**	Chandler
Recipient Contact Person	Dylan Raymond – Senior Management Analyst			**ZIP**	85244-4008
Phone	480-782-4316	**Email**	dylan.raymond@chandleraz.gov	**Fax**	
ADOH Program Specialist	Connie Howell	**Email**	connie.howell@azhousing.gov	**County**	Maricopa

Itemized Backup Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, receipts, cashed checks, and all other applicable backup documentation. Payment Requests must be signed (e-sgnatures are permitted) prior to processing.

	a	b	c	d	e	f	g	h
HDS	**Budget Line Item or Activity No.**	**HTF 2024**		**Total Contract**	**Total Amount Req. to Date**	**Balance in Account**	**Amount of this Request**	**New Balance**
01	Administration	$ -		$ -	$ -	$ -	$ -	$ -
02	Direct Assistance	$ 343,387.00		$ 343,387.00	$ -	$ 343,387.00	$ -	$ 343,387.00
	Total	**$ 343,387.00**		**$ 343,387.00**	**$ -**	**$ 343,387.00**	**$ -**	**$ 343,387.00**

Recipient Authorized Signature (above)	**Date**	**Printed Name & Title**	
		Contact Information if different from noted above:	Email:
			Phone:

Recipient Authorized Signature certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract.
Submit via the Special Needs Portal no later than the 20th each month for the previous month's billing. Please allow up to 3 - 4 weeks for processing.

Performance Reports	☐ Current	☐ Not Current	**For ADOH Use Only**	
ADOH Program Specialist Approval	**Date**		**ADOH Program Administrator Approval**	**Date**

REV for SN: 07.2024

Arizona Department of Housing

HTF City of Chandler Preventing Housing Insecurity (PHIFF)

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT - ITEMIZED PAYMENT STATEMENT PAGE 2 OF 2

Recipient	City of Chandler					Date	XX/XX/XXXX
Contract No	535-25	Contract Term: 07/01/2024 - 06/30/2026				Pay Req. No	#XX MM/YY

Budget Line Item or Activity No	Description of Expense (List in chronological order according to activity type)	Paid (or Payable) to	Date Paid	Check # Invoice PO	Invoice Amount Charged to **HTF**	Balance paid by **Other Source**	Name of Other Source
Direct Assistance							
				SUBTOTAL:	**$ -**	**$ -**	
TOTALS:					**$ -**	**$ -**	

Certification Regarding Debarment and Suspension

U.S. Department of Housing and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

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.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date

Signature of Authorized Certifying Official	Title

Section 49. WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01.

If the [Recipient] engages in for-profit activity and has ten (10) or more employees, and if this Agreement has a value of $100,000 or more, then the [Recipient] certifies it is not currently engaged in, and agrees for the durations of this Agreement, not to engage in a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S C. § 4842 or a regulation issued pursuant to 50 U.S C. § 4842.

Section 50. A.R.S. § 1-501 Relating to Federal Programs

Notwithstanding any other state law and to the extent permitted by federal law, any person who applies for a federal public benefit that is administered by this state or a political subdivision of this state and that requires participants to be citizens of the United States, legal residents of the United States or otherwise lawfully present in the United States shall submit required documentation to the entity that administers the federal public benefit demonstrating lawful presence in the United States.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STATE OF ARIZONA, ARIZONA DEPARTMENT OF HOUSING	**THE CITY OF CHANDLER, RECIPIENT**
BY: _____	BY: _____
Joan Serviss	Kevin Hartke
TITLE: Director	TITLE: Mayor
DATE: _____	DATE: _____

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date

Signature of Authorized Certifying Official	Title

City Council Memorandum Neighborhood Resources Memo No. NR24-028

Date: December 09, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Leah Powell, Neighborhood Resources Director
From: Karin Bishop, Community Development Senior Program Manager
Subject: Resolution No. 5855 Approving Substantial Amendment No. 1 to the Annual Action Plan for Fiscal Year 2024-2025 and Authorizing Submittal to the United States Department of Housing and Urban Development; Authorizing Execution of All Related Contracts and Subrecipient Agreements; and Authorizing the City Manager to Take All Action Necessary or Prudent to Implement the Fiscal Year 2024-2025 Annual Action Plan, As Amended

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5855 approving Substantial Amendment No. 1 to the Annual Action Plan for Fiscal Year 2024-2025 and authorizing submittal to the United States Department of Housing and Urban Development; authorizing execution of all related contracts and subrecipient agreements; and authorizing the City Manager to take all action necessary or prudent to implement the Fiscal Year 2024-2025 Annual Action Plan, as amended.

Background:

On April 12, 2024, City Council approved the Fiscal Year 2024-2025 Annual Action Plan, which establishes priorities for anticipated Community Development Block Grant (CDBG) funding and includes funding recommendations for planning activities that address the City's community development and housing needs.

Staff proposes a substantial amendment to the Fiscal Year 2024-2025 Annual Action Plan to implement a change in CDBG planned program activities. Substantial Amendment No. 1 includes a reallocation of funds to support

public improvement and/or infrastructure projects within Chandler that are located in a CDBG-eligible area and benefit households with low and moderate income who live in the area.

Discussion:

Staff recommends a reallocation of CDBG funds in the amount of $466,356 from homeowner rehabilitation to support public improvement and/or infrastructure projects that are not currently included in the Fiscal Year 2024-2025 Annual Action Plan. The proposed reallocation of CDBG funds will:

1. Provide infrastructure support to a Community Garden in Downtown Chandler; and
2. Repaint the Sternberg lights in Downtown Chandler

The Neighborhood Resources Department and Cultural Development Department will leverage resources and partner on the completion of these two projects. There are no anticipated downsides to reallocation of these dollars, as the shift in funding will enable the City to meet new timeliness requirements in the disbursement of funds, as well as move older funding to current projects and release new funding for future projects.

In compliance with HUD regulations and the Citizen Participation Plan, the city held a 30-day public comment period regarding the draft Substantial Amendment No. 1, which included information on the planned reallocation of CDBG funds to support the proposed projects and its benefit to Chandler households with low and moderate income and the revitalization of Downtown Chandler. The public comment period began on Friday, November 8, 2024, and ended on Sunday, December 8, 2024. In addition, one public hearing was held on Tuesday, December 3, 2024, to ensure multiple opportunities for input from the community regarding the draft Substantial Amendment No. 1 to Fiscal Year 2024-2025 Annual Action Plan. Public comments received during the public comment period will be included in the finalized report submitted to HUD. A copy of the Substantial Amendment No. 1 to the Fiscal Year 2024-2025 Annual Action Plan is attached.

Financial Implications:

The City of Chandler will utilize CDBG federal entitlement funds to support recommended program activities. No match is required. The City of Chandler pays for services supported by CDBG funds and then submits a request for reimbursement to HUD.

Attachments

Resolution No. 5855

Substantial Amendment No. 1

RESOLUTION NO. 5855

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING SUBSTANTIAL AMENDMENT NO. 1 TO THE ANNUAL ACTION PLAN FOR FISCAL YEAR 2024-2025 AND AUTHORIZING SUBMITTAL TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AUTHORIZING EXECUTION OF ALL RELATED CONTRACTS AND SUBRECIPIENT AGREEMENTS; AND AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTION NECESSARY OR PRUDENT TO IMPLEMENT THE FISCAL YEAR 2024-2025 ANNUAL ACTION PLAN, AS AMENDED.

WHEREAS, the City of Chandler is a recipient of Community Development Block Grant ("CDBG") funds from the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, as a prerequisite for receiving CDBG funding, the City of Chandler is required to prepare and adopt an Annual Action Plan each year to establish priorities for future funding decisions, that is then sent to HUD for approval; and

WHEREAS, the City of Chandler recommends a reallocation of CDBG funds in the amount of $466,356 from homeowner rehabilitation to support public improvement and/or infrastructure projects within the City of Chandler located in CDBG-eligible areas benefitting households with low and moderate income; and

WHEREAS, in order to support new activities or redirect CDBG funds, the City must amend its FY 2024-2025 Annual Action Plan, which was approved by Council through Resolution No. 5792, and submit Substantial Amendment No. 1 to the FY 2024-2025 Annual Action Plan to HUD for its review and approval; and

WHEREAS, the City of Chandler has held a public hearing and presented the proposed Substantial Amendment No. 1 to the FY 2024-2025 Annual Action Plan for the public's consideration; and

WHEREAS, the proposed Substantial Amendment No. 1 to the FY 2024-2025 Annual Action Plan has been available for a 30-day public comment period in adherence to the Citizen Participation Plan; and

WHEREAS, this Council has determined by reviewing all pertinent information that it is necessary and in the best interest of the City of Chandler to approve and authorize Substantial Amendment No. 1 to the FY 2024-2025 Annual Action Plan, with all documents and materials as may be required to HUD.

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

Section 1. Approves Substantial Amendment No. 1 to the FY 2024-2025 Annual Action Plan reallocating $466,356 of CDBG funds, a copy of which will be kept on file in the office of the Director of Neighborhood Resources.

Section 2. Authorizes the City Manager, or his designee, to execute and submit Substantial Amendment No. 1 to the FY 2024-2025 Annual Action Plan, with all documents and materials as may be required, to HUD.

Section 3. Authorizes the City Manager, or his designee, to provide required policy and administrative assurances including civil rights, equal opportunity, citizen participation, relocation and property acquisition policy, environmental assurances, labor standards, and others as may be required under federal law.

Section 4. Authorizes the City Manager, or his designee, to take those actions necessary and prudent to implement the planned actions and revisions as described in the FY 2024-2025 Annual Action Plan, as amended, including, but not limited to, executing subrecipient contracts, expending funds, hiring personnel and/or contractors, scheduling activities, establishing procedures for monitoring and evaluating program activities, establishing administrative procedures not inconsistent with federal, state or local law, and other actions necessary to ensure that the CDBG program is carried out in a timely and effective manner.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of December, 2024.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5855 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the _____ day of December, 2024, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY
DMG

11/08/24: Amending Annual Action Plan to reallocate CDBG funds from homeowner rehabilitation to support public improvement and/or infrastructure projects within the City of Chandler located in a CDBG-eligible area and benefitting households with low and moderate income who live in the area.

Proposed projects include: (1) Provide infrastructure support to a Community Garden in Downtown Chandler; and (2) Repaint the Sternberg lights in Downtown Chandler.

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The City of Chandler has prepared its Annual Action Plan (AAP) for Fiscal Year (FY) 2024-2025 that details the available resources and activities related to the Community Development Block Grant (CDBG) program. The City of Chandler receives an annual entitlement allocation of CDBG funds from the United States Department of Housing and Urban Development (HUD). The City of Chandler also receives HOME Investment Partnerships funds (HOME) from Maricopa County, which is the "lead agency" for the Maricopa County HOME Consortium (HOME Consortium). The City of Chandler is a participating member of the HOME Consortium, and receives an annual allocation of HOME funds. Chandler HOME-funded activities are included in Maricopa County's Annual Action Plan. These programs represent affordable housing and community development investments in decent, safe, and affordable housing, suitable living environment, and expanded economic opportunities.

The Annual Action Plan defines one-year activities for FY 2024-2025 in relationship to the five-year goals and objectives of the City's 2020-2025 Consolidated Plan. In order to receive these federal funds, the City of Chandler is required to submit a Five-Year Consolidated Plan and Annual Action Plan for HUD approval. The Consolidated Plan contains a strategic plan for addressing affordable housing, community development, supportive housing, and homeless needs within the Chandler community, and a specific one-year action plan for the use of these HUD Resources. The Consolidated Plan contains priorities, goals, performance outcome objectives, and implementation strategies for each of the Plan's elements. The Annual Action Plan is a one-year plan that describes the activities that will be conducted to address the needs described in the Consolidated Plan. The FY 2024-2025 Annual Action Plan is the fifth year of the current Five-Year Consolidated Plan.

HUD released FY 2024-2025 annual allocation information on May 7, 2024. The City of Chandler's deadline to submit its Annual Action Plan for FY 2024-2025 to HUD is July 6, 2024.

The City of Chandler Community Development and Resources Division is planning to support two capital projects in the Chandler Downtown area, both of which are located in a CDBG-eligible area benefitting

households with low and moderate income who live in the area. The planned activities are detailed under Section AP-35 Projects of this Annual Action Plan.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The goal of the CDBG program is to develop viable communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for persons with low and moderate income. Funds support a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services. These goals are further explained as follows:

- Providing decent housing means helping persons experiencing homelessness obtain appropriate housing and assisting those at-risk of homelessness; preserving the affordable housing stock; increasing availability of permanent housing that is affordable to individuals with low and moderate income without discrimination; and increasing the supply of supportive housing.
- Providing a suitable living environment entails improving the safety and livability of neighborhoods; increasing access to quality facilities and services; and increasing housing opportunities for individuals with low income.
- Expanding economic opportunities involves creating jobs that are accessible to individuals with low and moderate income; making down payment and closing cost assistance available for persons with low and moderate income; promoting long-term economic and social viability; and empowering persons with low income to achieve self-sufficiency.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Chandler's evaluation of its past performance has been completed with the Consolidated Annual Performance and Evaluation Report (CAPER). This report states the objectives and outcomes identified in each year's Annual Action Plan and includes an evaluation of past performance through measurable goals and objectives compared to actual performance. The CAPER can be found on the City's website at: https://www.chandleraz.gov/residents/neighborhood-resources/community-development/plans-and-reports

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Throughout the development of the City of Chandler's Annual Action Plan for Fiscal Year 2024-2025, the City provided several opportunities for public input and comment. The City of Chandler conducted a survey for a period of 52 days, which was made available to the public and key stakeholders to identify community development and housing needs in Chandler. The survey (available in English and Spanish), along with its associated QR code to scan and take the survey was promoted and distributed through various methods including but not limited to: local neighborhood meeting, social media, public housing and housing choice voucher resident emails, PHA Resident Advisory Board meeting, Mayor's Committee for People with Disabilities, Housing and Human Services Commission, local health clinics, Chandler Unified School District Title I schools (e.g. Galveston Elementary), Chandler libraries, local nonprofits serving individuals/families with low and moderate income, and Maricopa Association of Governments (MAG) email distribution. Additionally, survey information was promoted using electronic signs and QR codes that were posted in City facilities, and the survey link was available on the City's website. Paper copies of the survey were also available (in English and Spanish) in multiple locations including during the PHA Resident Advisory Board meeting, and in the Neighborhood Resources lobby where residents who are low or moderate income frequently visit to seek services. A total of 98 surveys were received. Responses helped guide the City in developing the Annual Action Plan for FY 2024-2025.

Survey respondents included a diverse representation of community residents by household income.

The five (5) goals identified in the 2020-2025 Consolidated Plan were prioritized (High to Low) by survey respondents.

The City conducted two public hearings during public meetings of the Housing and Human Services Commission (HHSC); one was held on March 6, 2024 prior to the development of the Annual Action Plan, and a second public hearing was held on April 10, 2024 to solicit comments after the development of the draft Annual Action Plan and during the public comment period. The public hearings allowed for open public access to the public meetings, facilitated public access to all questions and responses, and allowed for timely responses from Community Development staff. The platform used for the public hearings ensured equal access and opportunity for all residents to participate in the process.

There was a 30-day public comment period from March 15, 2024 to April 14, 2024. The public hearings and public comment period were announced through an advertisement in the Arizona Republic and La Voz, posted on the City's website and social media, and was posted in public locations including the City Clerk's office, and the Neighborhood Resources Department office. The public hearing notice (in English and Spanish) included the meeting location, date, time, key staff contacts, topics to be considered, and the beginning and ending dates of the public comment period. The notice also included information for citizens requesting reasonable accommodations for a disability. In addition to commenting at the public hearing, citizens were invited to submit written comments to the Neighborhood Resources Department by mail, phone or email at community.development@chandleraz.gov.

An email was sent to public housing and housing choice voucher (Section 8) residents to obtain feedback on the draft Annual Action Plan.

Public comments received during the public comment period will be incorporated into the final Annual Action Plan submitted to the U.S. Department of Housing and Urban Development. Final approval from the Chandler City Council was held on April 18, 2024.

The City of Chandler is in adherence to its Citizen Participation Plan. The City of Chandler's proposed changes to the Program Year 2024-2025 Annual Action Plan falls within the parameters established for creating a substantial amendment to the Annual Action Plan. A 30-day public comment period began on Friday, November 8, 2024, through Sunday, December 8, 2024. A public hearing was held on Tuesday, December 3, 2024, at 4:00 p.m. at the Neighborhood Resources Office, Neighborhood Resources Large Conference Room, located at 235 S. Arizona Avenue, Chandler, AZ 85225. Public notices (English and Spanish) were published in two local newspapers with general circulation in the community, The Arizona Republic and La Voz. Public notices (English and Spanish) were also posted at the City Clerk's office, Neighborhood Resources office, along with social media posts and website announcements. After the 30-day public comment period, the Substantial Amendment to the Annual Action Plan will be presented to Mayor and City Council for approval on December 12, 2024. Any comments received will be included with the final Substantial Amendment submitted to the U.S. Department of Housing and Urban Development (HUD) for approval.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

No public comments were received.

6. Summary of comments or views not accepted and the reasons for not accepting them

No public comments were received.

7. Summary

This plan continues to focus on efforts to address affordable housing, housing and non-housing community development needs, supportive housing, and homeless needs in the Chandler community. The plan also incorporates a comprehensive and coordinated strategy for implementing programs that utilize CDBG and HOME funds.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	CHANDLER	
CDBG Administrator		Neighborhood Resources Department
HOME Administrator		

Table 1 – Responsible Agencies

Narrative

The City of Chandler is the "lead agency" for receiving Community Development Block Grant (CDBG) funds. The City of Chandler is also a member of the Maricopa County HOME Consortium (HOME Consortium). Maricopa County Human Services Department – Housing and Community Development Division (MCHSD) is the "lead agency" for receiving HOME Investment Partnership Program (HOME) funds, on behalf of the HOME Consortium. The City of Chandler receives HOME funds as a participating member of the HOME Consortium. The Neighborhood Resources Department is responsible for the administration of the CDBG grant program, and works in collaboration with Maricopa County to administer the HOME grant program. The City of Chandler Neighborhood Resources Department is also responsible for the submission of the Five-Year Consolidated Plan, Annual Action Plan and the Consolidated Annual Performance and Evaluation Report (CAPER) for the CDBG program, and provides information regarding HOME-related activities in Chandler to Maricopa County for inclusion in their Five-Year Consolidated Plan, Annual Action Plan and the Consolidated Annual Performance and Evaluation Report (CAPER). The City of Chandler's planned utilization of HOME funds is reflected in Maricopa County's Consolidated Plan and Annual Action Plan.

Consolidated Plan Public Contact Information

Riann Balch

Community Resources Senior Manager

City of Chandler Neighborhood Resources Department

Community Development Division

235 S. Arizona Avenue

Chandler, AZ 85225

(480) 782-4352

community.development@chandleraz.gov

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Chandler consulted with key stakeholders and citizens regarding affordable housing, housing and non-housing community development needs, supportive housing, and homeless needs in formulating Chandler's 2019 Community Needs Assessment (CNA). The 2019 CNA served as a guide in developing goals and objectives for the 2020-2025 Consolidated Plan and planned activities for the Annual Action Plan process. For the FY 2024-2025 Annual Action Plan, the City consulted with the Maricopa Association of Government, Maricopa Regional Continuum of Care, Chandler Public Housing Authority (PHA), residents of public housing and residents with housing choice vouchers, Maricopa County HOME Consortium, various City of Chandler departments, Housing and Human Services Commission, local nonprofits serving residents with low and moderate incomes, and community volunteers represented by Chandler residents who are leaders from a multitude of industries and perspectives including but not limited to education, healthcare, public housing, nonprofit, and private and public business entities.

Additionally, the City of Chandler conducted a survey for a period of 52 days, which was made available to the public and key stakeholders to identify community development and housing needs in Chandler. The survey (available in English and Spanish), along with its associated QR code to scan and take the survey was promoted and distributed through various methods including but not limited to: local neighborhood meeting, social media, public housing and housing choice voucher resident emails, PHA Resident Advisory Board meeting, Mayor's Committee for People with Disabilities, Housing and Human Services Commission, local health clinics, Chandler Unified School District Title I schools (e.g. Galveston Elementary), Chandler libraries, local nonprofits serving individuals/families with low and moderate income, and Maricopa Association of Governments (MAG) email distribution. Additionally, survey information was promoted using electronic signs and QR codes that were posted in City facilities, and the survey link was available on the City's website. Paper copies of the survey were also available (in English and Spanish) in multiple locations including during the PHA Resident Advisory Board meeting, and in the Neighborhood Resources lobby where residents who are low or moderate income frequently visit to seek services. A total of 98 surveys were received. Responses helped guide the City in developing the Annual Action Plan for FY 2024-2025.

The City held a combination of public meetings, public hearings, and stakeholder meetings that were announced through the use of newspaper advertisements, website announcements, social media posts, and public notices.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

Additionally, the City of Chandler is an active member of For Our City Chandler (FOCC), a network of faith and community-based organizations, nonprofit and service agencies, health care providers, businesses and City of Chandler departments, working together in unity and compassion to help Chandler residents. Through participation in FOCC, the City keeps its finger on the pulse of residents' needs and partners to enhance the coordination and delivery of a multitude of services and activities throughout the community.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Chandler is also an active participating member of the Maricopa Regional Continuum of Care and currently serves on several subcommittees including but not limited to the Local Jurisdiction Subcommittee, Human Services Technical Committee, Emergency Shelter Work Group and previously served in a leadership role on the Governing Board. Through this collaboration, the City works with other government agencies, service organizations and community partners to develop policies and programs reflective of best practices in ending homelessness to include policies and practices governing the administration of Coordinated Entry and HMIS. In addition, the City utilizes CDBG, HOME and local funds to support nonprofit organizations serving individuals experiencing homelessness, and to provide services directly to individuals experiencing unsheltered homelessness in Chandler through its homeless navigation program "Chandler Connect."

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Chandler is not an ESG Grantee.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	AZCEND
	Agency/Group/Organization Type	Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency staff and clients invited to participate in completing the survey, increasing the likelihood of resident needs being addressed.
2	**Agency/Group/Organization**	Boys & Girls Clubs of the Valley
	Agency/Group/Organization Type	Services-Children Child Welfare Agency Regional organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency staff and clients invited to participate in completing the survey, increasing the likelihood of resident needs being addressed.
3	**Agency/Group/Organization**	CARE Center
	Agency/Group/Organization Type	Services-Children Services-homeless Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency staff and clients invited to participate in completing the survey, increasing the likelihood of resident needs being addressed.

4	**Agency/Group/Organization**	Child Crisis Arizona
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Victims of Domestic Violence Services-homeless Services - Victims Child Welfare Agency
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency staff and clients invited to participate in completing the survey, increasing the likelihood of resident needs being addressed.
5	**Agency/Group/Organization**	East Valley Jewish Community Center
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency staff and clients invited to participate in completing the survey, increasing the likelihood of resident needs being addressed.

6	**Agency/Group/Organization**	Housing and Human Services commission
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Other government - Local Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The commission makes funding recommendations to City Council for federal funds and general funds to address the human service needs of Chandler residents, particularly those households with low and moderate income. Commission members also invited to complete the survey.
7	**Agency/Group/Organization**	ICAN: Improving Chandler Area Neighborhoods
	Agency/Group/Organization Type	Services-Children Services-Education Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Child Welfare Agency

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency staff and clients invited to participate in completing the survey, increasing the likelihood of resident needs being addressed.
8	**Agency/Group/Organization**	City of Chandler Housing and Redevelopment
	Agency/Group/Organization Type	Housing PHA Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Service-Fair Housing Services - Victims Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Other government - Local

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This City division participated in public meetings and assisted in promoting survey participation from public housing and housing choice voucher residents. Works closely with Community Development, Development Services and Public Works in addressing resident needs.
9	**Agency/Group/Organization**	Mesa United Way
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Business and Civic Leaders

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency staff and clients invited to participate in completing the survey, increasing the likelihood of resident needs being addressed.
10	**Agency/Group/Organization**	City of Chandler - Development Services
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources Agency - Emergency Management Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This City department was consulted on the development of the Annual Action Plan. The department represents the City in the development of the Maricopa County Multi-Jurisdictional Hazard Mitigation Plan.

11	**Agency/Group/Organization**	VALLEY OF THE SUN YMCA
	Agency/Group/Organization Type	Services-Children Services-Education Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Regional organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency staff and clients invited to participate in completing the survey, increasing the likelihood of resident needs being addressed.
12	**Agency/Group/Organization**	CHANDLER CODE ENFORCEMENT
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This City division works closely with Community Development in addressing resident needs.
13	**Agency/Group/Organization**	CHANDLER UNIFIED SCHOOL DISTRICT
	Agency/Group/Organization Type	Services-Children Services-Education Publicly Funded Institution/System of Care Other government - Local

	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency staff and clients invited to participate in completing the survey, increasing the likelihood of resident needs being addressed.
14	**Agency/Group/Organization**	Dignity Health Chandler Regional Medical Center
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-Health Health Agency Regional organization Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency staff and clients invited to participate in completing the survey, increasing the likelihood of resident needs being addressed.
15	**Agency/Group/Organization**	Mayor's Committee for People with Disabilities
	Agency/Group/Organization Type	Services-Persons with Disabilities Other government - Local Business and Civic Leaders

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Committee members invited to participate in completing the survey, increasing the likelihood of resident needs being addressed.
16	**Agency/Group/Organization**	Maricopa Association of Governments
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless Other government - County Other government - Local Regional organization Planning organization Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency staff and clients invited to participate in completing the survey, increasing the likelihood of resident needs being addressed.
17	**Agency/Group/Organization**	Maricopa Regional Continuum of Care
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless Other government - County Other government - Local Regional organization Planning organization Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency staff and clients invited to participate in completing the survey, increasing the likelihood of resident needs being addressed.
18	**Agency/Group/Organization**	City of Chandler – Cultural Development
	Agency/Group/Organization Type	Other government - Local

	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This City department works closely with Community Development in addressing resident needs. The Community Development and Cultural Development have had ongoing discussions to identify proposed projects that will further enhance the Downtown Chandler area while benefitting residents who are low and moderate income and live in the area.

Identify any Agency Types not consulted and provide rationale for not consulting

n/a

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Maricopa Association of Governments	The City of Chandler aligned its priorities in addressing housing for all incomes with the strategies identified by the Continuum of Care.
Homelessness Report 2014-2018	Maricopa Association of Governments	The City of Chandler aligned its priorities in addressing housing for all incomes with the strategies identified in the Homelessness Report.
Chandler PHA Annual Administrative Plan	City of Chandler Housing and Redevelopment	The Chandler PHA focuses its efforts in providing affordable rental housing opportunities and access for participants to learn new skills and to move toward self-sufficiency.
2018 Housing Needs Assessment	Greun, Gruen + Associates	The City of Chandler is utilizing this plan to consider increased opportunities for affordable rental housing in Chandler.
Dignity Health Community Health Assessment	Dignity Health Chandler Regional Medical Center	The City of Chandler aligned its priorities in addressing housing for all incomes with the strategies identified in the Chandler Regional Medical Center, Community Health Assessment.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Analysis of Impediments to Fair Housing Choice	Maricopa County	The City of Chandler seeks to reduce impediments to fair housing choice for its residents by aligning its Fair Housing efforts with recommendations made in the regional Analysis of Impediments.
2019 Community Needs Assessment	Crescendo Consulting Group	The City of Chandler Community Development and Resources Division is utilizing this plan to consider funding priorities for allocation of federal funds and its general fund allocations for human services in Chandler.
Pathways Home: A Regional Homelessness Action Plan	Maricopa Association of Governments	The City of Chandler works collaboratively with local and tribal governments across Maricopa County to address homelessness through a robust regional approach. Plan Name: Pathways Home: A Regional Homelessness Action Plan for Local and Tribal Governments.
Chandler Regional Medical Center-Community Benefit	Dignity Health Chandler Regional Medical Center	The City of Chandler aligned its priorities in providing housing/homelessness services with the strategies identified in the Chandler Regional Medical Center, Community Benefit 2021 Report and 2022 Plan.

Table 3 - Other local / regional / federal planning efforts

Narrative

This section is optional and was left blank intentionally.

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

Throughout the development of the City of Chandler's Annual Action Plan for Fiscal Year 2024-2025, the City provided several opportunities for public input and comment. The City held two public hearings to discuss available resources and community needs and priorities - one with the Housing and Human Services Commission (HHSC) on March 6, 2024 and a second with the HHSC on April 10, 2024.

The City held a public comment period on the draft Annual Action Plan from March 15, 2024 to April 14, 2024, and the draft was also available for review at the Neighborhood Resources Department or online at https://www.chandleraz.gov/residents/neighborhood-resources/community-development/plans-and-reports. The HHSC reviewed and recommended approval of the Annual Action Plan to City Council. The Chandler City Council approved the Annual Action Plan at a public meeting on April 18, 2024.

No comments were received during the public comment period.

The City of Chandler is in adherence to its Citizen Participation Plan. The City of Chandler's proposed changes to the Program Year 2024-2025 Annual Action Plan falls within the parameters established for creating a substantial amendment to the Annual Action Plan. A 30-day public comment period began on Friday, November 8, 2024, through Sunday, December 8, 2024. A public hearing was held on Tuesday, December 3, 2024, at 4:00 p.m. at the Neighborhood Resources Office, Neighborhood Resources Large Conference Room, located at 235 S. Arizona Avenue, Chandler, AZ 85225. Public notices (English and Spanish) were published in two local newspapers with general circulation in the community, The Arizona Republic and La Voz. Public notices (English and Spanish) were also posted at the City Clerk's office, Neighborhood Resources office, along with social media posts and website announcements. After the 30-day public comment period, the Substantial Amendment to the Annual Action Plan will be presented to Mayor and City Council for approval on December 12, 2024. Any comments received will be included with the final Substantial Amendment submitted to the U.S. Department of Housing and Urban Development (HUD) for approval.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)

1	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	Public notices were posted on the City's website and City Clerk's office providing the public with information about upcoming public meetings and public hearings. Public notices for public hearings were made available in English and Spanish and posted in a local newspaper with general circulation in the community, and also posted in the Neighborhood	n/a	n/a	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
			Resources office.			
2	Public Notices	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	In compliance with the Citizen Participation Plan, public notices (in English and Spanish) were posted outside the Neighborhood Resources building and also posted at City Clerk's office, in an effort to provide the public with information about upcoming public meetings and public hearings.	n/a	n/a	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Two public hearings were held. One public hearing was held at the Housing and Human Services Commission (HHSC) meeting on March 6, 2024, during the development of the draft plan, and a second public hearing was held at the HHSC meeting on April 10, 2024, during the public comment period.	No comments received.	n/a	

4	Internet Outreach	Minorities Non-English Speaking - Specify other language: Spanish Non-targeted/broad community Residents of Public and Assisted Housing Non-profits	The City utilized social media and the City's website to communicate throughout the development of the City of Chandler's 2024-2025 Annual Action Plan, providing several opportunities for public input and comment. The draft Annual Action Plan was made available on the City's website during the 30-day public comment period for all interested parties to view	No comments received.	n/a	https://www.chandleraz.gov/residents/neighborhood-resources/community-development/plans-and-reports

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
			and provide comment. Public notices were also posted (in English and Spanish) on the City's website announcing the public meeting, public hearings, and 30-day public comment period.			

5	Public Meeting	Non-targeted/broad community	The Housing and Human Services Commission (HHSC) reviewed and recommended approval of the Annual Action Plan to City Council. The Chandler City Council approved the Annual Action Plan at a public meeting on April 18, 2024. The agenda items were posted for public input according to Open Meeting Law statutes by the City Clerk's Office.	No comments received.	n/a	https://www.chandleraz.gov/government/departments/city-clerks-office/city-council-meetings
6	Resident Advisory	Minorities	City staff attended the	No comments received.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
	Board Meeting	Non-English Speaking - Specify other language: Spanish Persons with disabilities Residents of Public and Assisted Housing	Resident Advisory Board meeting on January 25, 2024, during the development of the Annual Action Plan to solicit feedback regarding the Annual Action Plan from public housing and housing choice voucher (Section 8) residents.			
Sort Order	**Mode of Outreach**	**Target of Outreach**	**Summary of response/attendance**	**Summary of comments received**	**Summary of comments not accepted and reasons**	**URL (if applicable)**

7	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	Public notices were posted on the City's website and City Clerk's office providing the public with information about the Substantial Amendment to this Annual Action Plan 30-day public comment period and upcoming public hearing. Public notices for public hearings were made available in English and Spanish and posted in a local newspaper with general circulation in	n/a	n/a	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
			the community.			

8	Public Notices	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	In compliance with the Citizen Participation Plan, public notices (in English and Spanish) were posted outside the Neighborhood Resources building and also posted at City Clerk's office, in an effort to provide the public with information about the Substantial Amendment to this Annual Action Plan 30-day public comment period and upcoming public hearings.	n/a	n/a	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
9	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	One public hearing was held at the Neighborhood Resources office on December 3, 2024, during the 30-day public comment period for the Substantial Amendment to this Annual Action Plan.	n/a	n/a	
Sort Order	**Mode of Outreach**	**Target of Outreach**	**Summary of response/attendance**	**Summary of comments received**	**Summary of comments not accepted and reasons**	**URL (if applicable)**

10	Internet Outreach	Minorities Non-English Speaking - Specify other language: Spanish Non-targeted/broad community Residents of Public and Assisted Housing Non-profits	The City utilized social media and the City's website to communicate the new planned activities to the 2024-2025 Annual Action Plan, providing several opportunities for public input and comment. The draft Substantial Amendment was available on the City's website during the Substantial Amendment to this Annual Action Plan 30-day public comment period for all	No comments received.	n/a	https://www.chandleraz.gov/residents/neighborhood-resources/community-development/plans-and-reports

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
			interested parties to view and provide comment. Public notices were also posted (in English and Spanish) on the City's website announcing the public hearing and 30-day public comment period.			
Sort Order	**Mode of Outreach**	**Target of Outreach**	**Summary of response/attendance**	**Summary of comments received**	**Summary of comments not accepted and reasons**	**URL (if applicable)**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
11	Public Meeting	Non-targeted/broad community	The Chandler City Council is scheduled to approve the Substantial Amendment to this Annual Action Plan at a public meeting on December 12, 2024. The agenda items will be posted for public input according to Open Meeting Law statutes by the City Clerk's Office.	No comments received.	n/a	https://www.chandleraz.gov/government/departments/city-clerks-office/city-council-meetings

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The City of Chandler receives Community Development Block Grant funding from the United States Department of Housing and Urban Development (HUD) as an 'entitlement community' and is the CDBG lead agency; funds are received based on an annual formula.

The City also receives HUD HOME funding as a member of the Maricopa County HOME Consortium (HOME Consortium). The HOME Consortium is a legal entity created through an intergovernmental agreement between Maricopa County, the Cities of Avondale, Chandler, Glendale, Peoria, Scottsdale, Surprise, Tempe and the Town of Gilbert. Each HOME Consortium member receives a pro rata share of funds and uses them to meet the needs of their community. The County's Five-Year Consolidated Plan and Annual Action Plans also include the housing needs and activities of Chandler.

Numerous local resources leverage HUD funding to address the needs of Chandler residents. Local funds listed below are allocated annually. Applications are reviewed by the Housing and Human Services Commission and funding recommendations are made to the Chandler City Council.

- *Social Services Fund*. Each fiscal year, the City allocates funding to nonprofit agencies that provide supportive public services to Chandler residents with low and moderate income.
- *Acts of Kindness Program*. The Acts of Kindness (AOK) donation program was developed in July 2000 to give residents an opportunity to voluntarily contribute $1 with their utility payment each month. AOK supports public service programs that provide basic needs such as food, shelter, clothing, medical services and transportation to Chandler residents with low and moderate income.
- *Youth Enhancement Program*. The Youth Enhancement Program supports the development and operation of programs for youth activities, scholarships, sports activities, mentoring, intervention and learning programs.
- *Veteran's Transportation*. The Veteran's Transportation Program funds agencies that provide transportation to service centers and other

locales for Veterans with low income.

Additional local funds are used to leverage funding by supporting staff and resources within the Neighborhood Resources Department including services to individuals experiencing homelessness.

Federal funds, including those administered by the State of Arizona such as the Low Income Housing Tax Credit Program and National Housing Trust Fund as well as Public Housing and Section 8 (Housing Choice Voucher) programs are critical resources to leverage CDBG and HOME funds.

The City of Chandler also applies for other state and foundation funding to leverage these local and federal funds.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,432,855	0	0	1,432,855	0	Community Development Block Grant (CDBG) funds may be used for a variety of activities that meet the needs of low- and moderate-income residents and communities. Eligible activities are public services, economic development, and capital improvements such as infrastructure, facilities, and housing. Each activity must meet a HUD objective.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

In addition to its annual CDBG entitlement allocation, the City may receive program income from the operation of its owner-occupied housing rehabilitation program. These funds will be reinvested into the housing rehabilitation program. The City may also have prior year resources that may become available upon fiscal year end. These funds will be re-allocated through the City's procurement process.

Social Services, Youth Enhancement, Veteran's Transportation and Acts of Kindness Fund leverage federal funds for public services activities. Local bond funds supplement federal funding for capital improvements projects. HOME matching requirements are met on a project by project basis, with all match funds currently retained by Maricopa County.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Chandler owns five public housing sites, 103 scattered site houses and several vacant parcels of land. In the next few years, these assets will be considered for potential development or redevelopment to increase affordable housing opportunities for Chandler residents with low and moderate income.

Discussion

This section is optional and was left blank intentionally.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Maintain Owner-Occupied Housing	2020	2025	Affordable Housing	Citywide	Affordable Owner-Occupied Housing	CDBG: $100,000	Homeowner Housing Rehabilitation Administration. Accomplishments Associated with another Activity.
3	Support Public Services and Promote Fair Housing	2020	2025	Homeless Non-Housing Community Development	Citywide	Public Services and Fair Housing	CDBG: $214,928	Public service activities other than Low/Moderate Income Housing Benefit: 350 Persons Assisted
4	Support Public Facilities and Public Improvements	2020	2025	Non-Housing Community Development	CDBG Eligible Areas	Public Services and Fair Housing Improve or Develop Public Facilities	CDBG: 466,356	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: LMA
5	Neighborhood Revitalization	2020	2025	Non-Housing Community Development	CDBG Eligible Areas	Neighborhood Revitalization	CDBG: $115,000	Housing Code Enforcement/Foreclosed Property Care: 11000 Household Housing Unit
7	Creating and Preserving Affordable Housing	2020	2025	Affordable Housing Public Housing	Citywide	Affordable Rental Housing Public Services and Fair Housing	CDBG: $250,000	Other: 50 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
8	Administration	2020	2025	Administration	Citywide CDBG Eligible Areas	Affordable Rental Housing Affordable Owner-Occupied Housing Public Services and Fair Housing Improve or Develop Public Facilities Neighborhood Revitalization	CDBG: $286,571	Other: 1 Other

Table 6 – Goals Summary

Goal Descriptions

2	**Goal Name**	Maintain Owner-Occupied Housing
	Goal Description	Support housing rehabilitation programs for Chandler homeowners. Improve neighborhood conditions and living conditions for homeowners with low and moderate income through emergency repairs, minor repairs, ADA modifications and exterior improvements to housing units.
3	**Goal Name**	Support Public Services and Promote Fair Housing
	Goal Description	Provide needed public services within the City of Chandler to persons with predominately low and moderate income using CDBG funds not to exceed the 15% annual expenditure limit. Clients assisted may include persons experiencing homelessness, at-risk of homelessness, or have special needs.
	Goal Name	Support Public Facilities and Public Improvements

4	**Goal Description**	Provide support to public facilities that assist clients who may include persons who are experiencing homelessness, at-risk of homelessness, or have special needs. Provide support for public improvements and infrastructure support within the City of Chandler.
5	**Goal Name**	Neighborhood Revitalization
	Goal Description	Improve living conditions and foster neighborhood preservation through targeted code enforcement activities in CDBG-eligible areas, and provide referrals for assistance to households with low and moderate income.
7	**Goal Name**	Creating and Preserving Affordable Housing
	Goal Description	Acquisition and rehabilitation of housing units to expand affordable housing options for households with low and moderate income.
8	**Goal Name**	Administration
	Goal Description	Administer funds in accordance with program requirements.

AP-35 Projects - 91.420, 91.220(d)

Introduction

The following projects will be funded using CDBG funds in the 2024 Annual Action Plan. The City of Chandler's planned HOME activities are included in Maricopa County's Annual Action Plan. Section 8, Public Housing Capital Funds and General Funds are not included in these projects and will be dedicated to non-CDBG funded activities.

#	Project Name
1	Client Services
2	Public Housing Youth Program
3	Code Enforcement in Low-Mod Neighborhoods
4	Homeowner Rehabilitation
5	Relocation Assistance
6	CDBG Administration
7	Public Facility and Public Improvements

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Client Services
	Target Area	Citywide
	Goals Supported	Support Public Services and Promote Fair Housing
	Needs Addressed	Public Services and Fair Housing
	Funding	CDBG: $164,928
	Description	Client services for Chandler residents experiencing homelessness, housing insecurity, or crisis intervention.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	200 Low/Moderate Clientele
	Location Description	Citywide
	Planned Activities	Provide community navigation and client services to individuals experiencing unsheltered homelessness in Chandler. This funding helps to identify and establish relationships; coordinate care and communications with appropriate service providers; facilitate access to housing; and provide support and advocacy necessary to maintain housing. City of Chandler Community Development and Resources Division - Client Services / $164,928 / LMC 570.208(a)(2) / Activities include the CDBG-eligible Matrix Code: 03T Homeless/AIDS Patients Programs, 24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2).
2	**Project Name**	Public Housing Youth Program
	Target Area	Citywide
	Goals Supported	Support Public Services and Promote Fair Housing
	Needs Addressed	Public Services and Fair Housing
	Funding	CDBG: $50,000
	Description	Activities are offered after school and during school breaks and include community sports and other specialized events. The after school program is held at four Public Housing family sites and offers homework assistance, arts and crafts, and indoor/outdoor recreation on regular school days.
	Target Date	6/30/2025

	Estimate the number and type of families that will benefit from the proposed activities	150 Low/Moderate Clientele
	Location Description	Citywide
	Planned Activities	Provide after school and intersession programming to youth, ages 6-18, who reside in Chandler's four Public Housing family sites. Activities include academic support; mentoring; youth development; arts; books and reading services; and sports and recreation. Programming is offered Monday through Friday on regular school days at each public housing site. During intercession, youth from all four sites come together to participate in regular programming and special events. In the summer months, activities are offered in the morning for younger children, in the afternoon for all ages, and in the evening for teens. City of Chandler Housing and Redevelopment Division - Public Housing Youth Program / $50,000 / LMC 570.208(a)(2) / Activities include the CDBG-eligible Matrix Code: 05D Youth Services, 24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2).
3	**Project Name**	Code Enforcement in Low-Mod Neighborhoods
	Target Area	CDBG Eligible Areas
	Goals Supported	Neighborhood Revitalization
	Needs Addressed	Neighborhood Revitalization
	Funding	CDBG: $115,000
	Description	Improve and revitalize neighborhoods and housing conditions through continued inspections and code enforcement in CDBG eligible areas.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	11,000 Low/Moderate Households
	Location Description	CDBG Eligible Areas

	Planned Activities	Continue the systemic, proactive inspection program in CDBG eligible areas, with an emphasis on north Chandler. The program supports a Code Inspector specifically assigned to initiate code enforcement inspections and take necessary enforcement actions to remediate neighborhood degradation. Residents receive an advisory notice providing information about common code violations for self-evaluation and correction prior to inspection. City of Chandler Neighborhood Preservation Division - Code Enforcement in Low-Mod Neighborhoods / $115,000 / LMA 570.208(a)(1) / Activities include the CDBG-eligible Matrix Code: 15 Code Enforcement, 24 CFR 570.202(c) or 42 USC 5305(a)(3).
4	**Project Name**	Homeowner Rehabilitation
	Target Area	Citywide
	Goals Supported	Maintain Owner-Occupied Housing
	Needs Addressed	Affordable Owner-Occupied Housing
	Funding	CDBG: $566,356
	Description	Owner-Occupied, Single Family Housing Rehabilitation Program
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	12 Low/Moderate Households
	Location Description	Citywide

	Planned Activities	Assist and provide services to single-family, Chandler homeowners with low and moderate income, who have significant housing rehabilitation needs. Funding supports staff who processes client applications, determines eligibility, and provides oversight to the housing rehabilitation program. The City is evaluating the ability to include additional eligible services. The City will set aside funds for home inspections, scope of work creation, contractor procurement, construction oversight, and billing/reporting. City of Chandler Community Development and Resources Division – Homeowner Rehabilitation Operations/ $100,000/ LMH 570.208(a)(3) / Activities include the CDBG-eligible Matrix Code: 14A Rehabilitation: Single-Unit Residential, 24 CFR 570.202(a)(1) or 42 USC 5305(a)(4). Homeowner Rehabilitation Program Activities / $466,356 / LMH 570.208(a)(3) / Activities include the CDBG-eligible Matrix Code: 14A Rehabilitation: Single-Unit Residential, 24 CFR 570.202(a)(1) or 42 USC 5305(a)(4).
5	**Project Name**	Relocation Assistance
	Target Area	Citywide
	Goals Supported	Creating and Preserving Affordable Housing
	Needs Addressed	Affordable Rental Housing
	Funding	CDBG: $250,000
	Description	Provide relocation assistance to households who are currently residing in public housing and will be transitioning from their current units to newly constructed units at Villas on McQueen or other future affordable rental sites constructed by the City.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	50 Low/Moderate Households
	Location Description	Citywide

	Planned Activities	Provide relocation assistance to support households with low and moderate income that are impacted by a future Rental Assistance Demonstration (RAD) project. City of Chandler Housing and Redevelopment Division - Relocation Assistance and Professional Services / $250,000 / LMC 570.208(a)(2) / Activities include the CDBG-eligible Matrix Code: 08 Relocation, 24 CFR 570.201(i) or 42 USC 5305(a)(11).
6	**Project Name**	CDBG Administration
	Target Area	Citywide
	Goals Supported	Administration
	Needs Addressed	Affordable Rental Housing Affordable Owner-Occupied Housing Public Services and Fair Housing Improve or Develop Public Facilities Neighborhood Revitalization
	Funding	CDBG: $286,571
	Description	Administration of CDBG Activities. Fair housing activities.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	n/a
	Location Description	Citywide
	Planned Activities	Administration of CDBG Activities. Fair housing activities. CDBG Program Administration / $286,571 / Activities include the CDBG-eligible Matrix Code: 21A General Program Administration, 24 CFR 570.206 or 24 CFR 570.489(a)(3).
7	**Project Name**	Public Facility and Public Improvements
	Target Area	CDBG Eligible Areas
	Goals Supported	Support Public Facilities and Public Improvements
	Needs Addressed	Public Services and Fair Housing; and Improve or Develop Public Facilities
	Funding	$466,356

	Description	Support one or more public improvement and/or infrastructure projects within the City of Chandler and are located in a CDBG-eligible area benefitting households with low and moderate income.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	LMA
	Location Description	CDBG Eligible Areas
	Planned Activities	Support public improvement and/or infrastructure projects within the City of Chandler and are located in a CDBG-eligible area benefitting households with low and moderate income. Proposed projects include: (1) Provide infrastructure support to a Community Garden in Downtown Chandler; and (2) Repaint the Sternberg lights in Downtown Chandler. City of Chandler Cultural Development Division – Community Garden / $246,356 / LMA 570.208(a)(1) / Activities include the CDBG-eligible Matrix Code: 03E Neighborhood Facilities, 24 CFR 570.201(c). City of Chandler Cultural Development Division – Sternberg Lighting / $220,000 / LMA 570.208(a)(1) / Activities include the CDBG-eligible Matrix Code: 03K Street Improvements, 24 CFR 570.201(c).

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Chandler consists of approximately 65 square miles and shares boundaries with the Town of Gilbert, Cities of Mesa, Phoenix, and Tempe, and the Gila River Indian Community. Chandler has reached its physical geographical limits, with the exception of a few remaining County islands. Downtown Chandler and several neighborhoods in zip codes 85224 and 85225 are long-established and have higher concentrations of low and moderate income and minority households. The City of Chandler identified CDBG eligible areas in the 2020-2025 Consolidated Plan as those Census Block Groups that either: (1) meet the 51% LMI definition; or (2) comply with the City of Chandler's exception percentage. The City of Chandler's exception percentage is 34.48%, and is based on the most recent information provided by HUD, specifically the FY 2023 Exception Grantees list based on 2011-2015 American Community Survey data that is posted on the HUD Exchange. There are 20 Census Block Groups where at least 51% of the population is low and moderate income, and another 22 Census Block Groups where at least 34.48% of the population is low and moderate income; these are CDBG eligible areas.

Pursuant to the specific projects identified in AP-35, the commitment of CDBG funding will be based primarily on low and moderate income requirements of clients assisted, special needs and those experiencing homelessness. Code enforcement provides area benefit and targeted in CDBG-eligible areas.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	60

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Resources will be committed pursuant to input received from citizens, stakeholders and providers during the development of the 2019 Community Needs Assessment and the 2024 Annual Action Plan Survey. Public services are allocated throughout the City based on an individual's income eligibility. Homeowner rehabilitation services are also provided based on client eligibility, of which income is one of the criteria. Code enforcement is an example of CDBG-funded activities that target CDBG-eligible areas.

Discussion

The geographic distribution table above reports 60% of funds are for Citywide activities. The remaining

40% of funds are for CDBG-eligible areas.

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

Affordable housing barriers are regulatory or financial systems that make it harder for developers to create affordable housing. Barriers to affordable housing development can occur at many levels – local, state and federal government, as well as in related industries, such as the real estate, insurance and finance industries. In recent years, Chandler has taken steps to encourage the development of affordable housing by updating its zoning ordinance and map and other land use controls.

HUD defines a regulatory barrier as "a public regulatory requirement, payment, or process that significantly impedes the development or availability of affordable housing without providing a commensurate health and/or safety benefit." This section refers to actions planned to remove or ameliorate negative effects of public policies that serve as barriers to affordable housing, such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Chandler's General Plan includes public policies to address barriers to affordable housing, including but not limited to:

- Encourage live/work developments, where appropriate (e.g., Downtown, high capacity transit corridors, regional commercial nodes);
- Provide for a variety of housing choices for all income levels;
- Promote a compatible mix of housing types in in-fill areas;
- Encourage a range of housing types within walking distance of schools and other community facilities (e.g., libraries, transit centers, community centers, health clinics, recreation spaces, and healthy food establishments);
- Address housing needs of fixed-income elderly persons and other special-needs populations;
- Support the aging and disabled population in neighborhoods by continuing to implement programs that assist them in meeting neighborhood maintenance codes;
- Increase capacity for and coordination of affordable housing programs and projects;
- Concentrate on improving housing affordability Citywide;

• Continue to encourage private investment in affordable housing;
• Enforce housing and neighborhood maintenance policies;
• Improve rental housing maintenance to ensure quality neighborhoods;
• Ensure compatible transition between residential areas and incompatible land uses as well as between intensity of land uses (e.g., between employment and residential);
• Improve transition between and continuity of old and new neighborhoods;
• Maintain, and where needed, improve infrastructure as neighborhoods age;
• Create and promote educational outreach and training seminars on housing and neighborhood maintenance;
• Continue to increase the quality of life in neighborhoods by promoting civic engagement;
• Continue to recognize adopted neighborhood and specific area plans that provide further development guidance in targeted areas;
• Foster organization of and training for HOA and traditional non-HOA neighborhoods;
• Continue to provide programs that encourage neighborhood identity and a sense of place; and
• Foster partnerships and collaboration with nonprofits, businesses, and other organizations to support neighborhood and community development.

Discussion

The primary impediment to accomplishing Consolidated Plan goals is the high cost and limited supply of permanent housing. Planned housing and public services activities will address this need to the extent possible with available resources.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The City will continue prior city policies/programs and enhance the programs as needed. The growing wealth disparity will continue to push Chandler to find new partnerships and better ways to work together.

Actions planned to address obstacles to meeting underserved needs

The primary obstacles to meeting underserved needs are insufficient funding and rigid regulations. The City allocates both general funds and federal funds, both limited in funding, to nonprofits and City departments to serve the most vulnerable residents in the community. The City works to serve short-term needs while implementing long-term strategies to help the individual or family achieve self-sufficiency. The City works across the continuum from families and individuals in emergency situations working to achieve shelter and food to families and individuals struggling to make a repair on their home. Throughout the continuum, the goal is to achieve stability and reduce the incidence of poverty in the future. The City will continue to seek other funding sources with flexible regulations to meet the needs of the community as the funding is available.

Chandler leverages CDBG and HOME funds with 1.1 million in General Fund resources to support agencies that address the needs of the City's vulnerable residents. The specific program areas that are funded are: 1) Youth, including educational support, health programs, and prevention/interaction activities; 2) Basic Needs, including crisis intervention, temporary assistance, and basic needs; 3) Special Populations, including basic needs, independent living programs, support services focused on service animal training for veterans to cope with trauma and adversity; socialization and education services; 4) Transportation Services for Veteran's with low-income.

Actions planned to foster and maintain affordable housing

Housing for all incomes, and services for persons experiencing homelessness were identified as top areas of need in the 2019 Community Needs Assessment. Nearly 40% of Chandler rental households are cost burdened, spending over 30% of their income on housing. Over 16% of Chandler rental households are severely cost burdened, spending over half of their income on housing. As a result, the City of Chandler continues to look for ways to maintain affordable housing and expand the inventory as the housing market continues to tighten. The City of Chandler utilizes a combination of CDBG and HOME funding to address and expand affordable housing. The City offers single-family owner-occupied housing rehabilitation to assist Chandler homeowners who are low and moderate income with emergency repairs, minor repairs, ADA modifications and exterior improvements that would not be fixed otherwise. These programs keep homeowners in a safe, affordable home that often they have lived in for years.

The City of Chandler's Community Development staff works closely with the Chandler Public Housing

Authority (PHA) in serving its low- and moderate-income Chandler residents. The Chandler PHA administers the Tenant-Based Rental Assistance (TBRA) program, serving households experiencing homelessness. The City has retained three housing stability specialists who support households experiencing homelessness in securing new housing. The Community Development staff provides oversight for homeless outreach and services. Communications are ongoing with the Chandler PHA regarding individuals and families experiencing homelessness, and those who may be eligible for this service.

Actions planned to reduce lead-based paint hazards

To reduce the risk of lead poisoning, information is distributed to participants in City housing programs. The City follows strict HUD guidelines for testing and abatement of lead-based paint and other hazardous substances, and requires compliance from its contractors and subcontractors. Any structure built before 1978 that is proposed for rehabilitation under federal programs is tested for lead-based paint. Notices and requirements regarding testing and removal of lead based paint are provided to program participants, contractors and project sponsors.

In addition, the City follows a multi-pronged approach to reduce lead hazards:
1. Rehabilitation Projects. The City follows strict HUD guidelines for testing and abatement of lead-based paint and other hazardous substances, and requires compliance from its contractors and subcontractors. Any structure built before 1978 that is proposed for rehabilitation under federal programs, is tested for lead-based paint. Notices and requirements regarding testing and removal of lead-based paint are provided to program participants, contractors and project sponsors. The City's service provider has licensed contractors who are available to perform appropriate abatement and/or removal procedures if lead-based paint is present.
2. Housing Choice Voucher: Section 8. The PHA inspects prospective dwellings constructed prior to 1978 that will have a child under the age of six residing therein, for compliance with EPA and HUD Lead Based Paint rules and regulations. The inspection includes visual inspections for chipped, peeling, chalking and deteriorated interior and exterior paint. Clearance testing may be performed after remediation by the property owner, to assure a lead-safe environment.

Actions planned to reduce the number of poverty-level families

The City of Chandler will continue to work collaboratively with nonprofits, the Continuum of Care, and other cities in the valley to address poverty collectively. The City will continue to fund agencies that will alleviate the effects of crisis for individuals who are low and moderate income especially those experiencing homelessness, by providing basic services such as food, clothing, necessary medical care, job training and employment supports, as well as case management services, and also providing short

and long-term housing solutions such as shelter, tenant based rental assistance, and rapid rehousing.

Actions planned to develop institutional structure

The City will continue to participate as a member in the regional Continuum of Care and the Local Jurisdiction Subcommittee, working collaboratively with the East Valley City Managers and assisting with For Our City - Chandler. In addition, the City will continue to develop public/private partnerships to address housing, finance and community development efforts.

Actions planned to enhance coordination between public and private housing and social service agencies

Chandler will continue to work with For Our City to coordinate resources to Chandler's most vulnerable residents. For Our City is a network of faith-based organizations, nonprofits, service organizations, businesses, and the City of Chandler working together in unity and compassion to help the residents of Chandler. Using the For Our City network, Chandler can connect nonprofits, volunteers, and vulnerable individuals together to serve the most effectively.

Discussion

This section is optional and was left blank intentionally.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The following provides details on program specific requirements for the Community Development Block Grant.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	85.00%

Discussion

A period of three (3) years will be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons with low and moderate income.

CHANDLER arizona
Community of Innovation

City Council Memorandum **Police Memo No.** 24-086

Date: December 09, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Bryan Chapman, Police Chief
From: Melanie Smith, Senior Management Analyst
Subject: Resolution No. 5858 Pertaining to the Acceptance and Approval of the Homeland Security Grant Program

Proposed Motion:

Move City Council pass and adopt Resolution No. 5858 accepting the FY 2024 Homeland Security Grants and approving Agreement Nos. 24-AZDOHS-HSGP-23804-01 and 24-AZDOHS-HSGP-240804-02, authorizing the Mayor to execute the Agreements; and authorizing the Chief of Police to administer, execute, and submit all documents and other necessary instruments in connection with such Agreements.

Background/Discussion:

The Police Department has received two grants under the FY 2024 Homeland Security Grant Program. These grants, which operate on a reimbursement basis, are designated to support training and equipment for the Rapid Response Team (RRT) and Terrorism Liaison Officer (TLO) programs. Both initiatives are integral to enhancing the department's preparedness and capabilities for responding to large-scale emergencies, terrorist incidents, and disasters, whether natural or human-caused. The grant awards include $25,160 for the RRT program and $21,000 for the TLO program.

Financial Implications:

No local match is required for these grants.

Attachments

Resolution No 5858
2024 RRT Agreement
2024 TLO Agreement

RESOLUTION NO. 5858

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, PERTAINING TO THE SUBMISSION OF HOMELAND SECURITY GRANT PROGRAM A WARDS BETWEEN THE CITY OF CHANDLER AND THE ARIZONA DEPARTMENT OF HOMELAND SECURITY.

WHEREAS, the Arizona Department of Homeland Security (AZDOHS) wishes to enter into an Agreement with the City of Chandler for the award of FY 24-25 Homeland Security Grant Program Awards, and

WHEREAS, the City of Chandler, through its Police Department, wishes to provide homeland security response for the citizens of Chandler and other Arizona communities.

NOW, THERFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona as follows:

Section I. THAT approval is granted for the Chandler Police Department to participate in the AZDOHS Homeland Security Grant Program.

Section II. THAT the Mayor is authorized to sign the Agreements and 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.

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. 5858 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the _____ day of _____ 2024.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY EPW

SUBRECIPIENT AGREEMENT

24-AZDOHS-HSGP-240804-02

Between

The Arizona Department of Homeland Security

And

Chandler Police Department (UEI: LCLUQVAP1WU4)

WHEREAS, ARS 41-4254 makes AZDOHS responsible for administering the funds covered by this agreement ("Agreement"), the parties hereby agree to the following terms:

1. **Purpose of Agreement** This Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.

2. **Period of Performance** This Agreement shall become effective on **October 1, 2024** and shall terminate on **September 30, 2025**. The obligations of Subrecipient herein survive termination of this Agreement.

3. **Description of Services** Subrecipient must fulfill all obligations set forth in Subrecipient's approved grant application titled: **"2024 Chandler Police Department's RRT - Terrorism Response and Mitigation Project"** and funded at **$25,160** (as may have been modified by the award letter).

4. **Financing and Fiscal Responsibility** Under US Department of Homeland Security ("USDHS") grant #EMW-2024-SS-05080 and Catalog of Federal Domestic Assistance ("CFDA") #97.067, AZDOHS shall provide up to **$25,160** to Subrecipient under this Agreement.

   Payment to Subrecipient must be on a reimbursement basis only, conditioned upon Subrecipient providing AZDOHS with proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by AZDOHS. A list of acceptable documentation is at www.azdohs.gov. Payments are contingent on Subrecipient performing all its obligations under this Agreement. Subrecipient may use the funds provided under this Agreement only as provided in the application and award documentation. If Subrecipient does not complete all its obligations, Subrecipient must immediately reimburse all previously-provided funds to AZDOHS. If Subrecipient completes its obligations at a lower than the budgeted cost, the amount reimbursed to Subrecipient will be only the amount actually spent by Subrecipient in accordance with the approved application. For any expenditure disallowed after or otherwise by AZDOHS, or the State or Federal government, Subrecipient must immediately reimburse such funds to AZDOHS.

5. **Reporting Requirements** Subrecipient must submit quarterly programmatic reports to AZDOHS as follows:

January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)

Subrecipient must use the Quarterly Programmatic Report form (https://azdohs.gov/grant-program-forms) for these reports. Subrecipient must provide detailed information on the status of completion of the planned activities in the approved application satisfactory to AZDOHS in its sole discretion. Failure to adequately provide such information will result in the Quarterly Programmatic Report being rejected by AZDOHS and resubmission will be required. If the program has been fully completed so that there will be no further updates, then the quarterly report for the quarter in which the program was completed will be the final report; the report should be marked as "final" and must include all pertinent information regarding the program as determined solely by AZDOHS.

Final Quarterly Programmatic Report: The final quarterly programmatic report is due no more than **15** calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

6. **Reimbursements** Subrecipient must provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly; submissions must be made via US Mail, delivery service (FedEx, UPS, etc.) or in person; **submissions via fax or by any electronic means will not be accepted**. Reimbursement requests shall be submitted with the Reimbursement Form provided by AZDOHS staff. AZDOHS has the right to require Subrecipient to provide any documentation and/or information AZDOHS deems necessary to process submissions.

Reimbursement requests are only required when expenses have been incurred. The Subrecipient shall submit a final reimbursement request, marked as such, for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be **received** by AZDOHS no more than **45** calendar days after the end of the period of performance. Requests for reimbursement received by AZDOHS later than 45 calendar days after the end of the period of performance will not be paid.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Paragraph 2 of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (e.g. cell phone service) will be deemed unallowable and will not be reimbursed.

7. **Environmental Planning and Historic Preservation** Subrecipient **must** comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. *See* https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final

Amendment_GPD_final_508.pdf and https://azdohs.gov/environmental-and-historic-preservation-ehp. Subrecipients proposing programs with potential environmental impact **must** participate in the USDHS/Federal Emergency Management Agency (FEMA) EHP review process. Subrecipient **must** complete the EHP review process before funds will be released by AZDOHS. If Subrecipient engages in ground disturbing activities, Subrecipient must monitor ground disturbance. If archeological resources are discovered, Subrecipient must immediately (a) cease construction and (b) notify FEMA, AZDOHS, and the Arizona State Historic Preservation Office. AZDOHS/DHS/FEMA **will not fund or reimburse** projects that are initiated without the required EHP review.

8. **Procurement (including Noncompetitive Procurement)** Subrecipient must comply with its procurement rules/policies, all Federal procurement rules/policies, and all Arizona Procurement Code provisions and rules, the most restrictive of which will apply. Subrecipient **must not** enter into a noncompetitive procurement unless AZDOHS grants **prior written approval** via the Noncompetitive Procurement Request form at https://azdohs.gov/grant-program -forms.

9. **Property Control** Subrecipient must safeguard and maintain control and accountability for all property/equipment purchased under this Agreement, and Subrecipient must assure that it is used only for purposed authorized under this Agreement and maintained as provided in 2 CFR 200.313. Such property/equipment shall be used by Subrecipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal grant funds. Subrecipient must immediately investigate and report to AZDOHS any loss, damage, or theft. Subrecipient must replace any property/equipment lost, damaged or stolen at Subrecipient's expense, and must immediately submit an updated Property Control Form (https://azdohs.gov/grant-program-forms) to AZDOHS.

   "Nonexpendable Property/Equipment" is property that has a continuing use, is not consumed in use, has an expected life of one year or more, costs $5,000 or more per unit, and does not become a fixture or lose its identity as a component of other equipment/systems, while a "Capital Asset" is personal or real property or a fixture costing $5,000 or more per unit with an expected life of one year or more. Subrecipient is solely responsible for the proper maintenance of all Nonexpendable Property/Equipment and Capital Assets acquired under this Agreement Subrecipient must take a physical inventory of all such Nonexpendable Property/Equipment and Capital Assets and reconcile the results with the Property Control Form at least once every two years. Subrecipient must maintain a control system to prevent loss, damage, or theft of such Nonexpendable Property/Equipment and Capital Assets, and Subrecipient must immediately report any loss, damage, or theft to AZDOHS. A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. **The Subrecipient, if applicable, shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report**. The Property Control Form can be located at https://azdohs.gov/grant-program-forms. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

   When Subrecipient is no longer using Nonexpendable Property/Equipment and/or Capital Assets acquired under this Agreement on the program, Subrecipient must immediately

submit an updated Property Control Form to AZDOHS, and any disposition must be in compliance with AZDOHS Disposition Guidance (https://azdohs.gov/grant-program-forms) and 2 CFR Part 200, including specifically 2 CFR 200.313. If Subrecipient seeks disposition of such Nonexpendable Property/Equipment or Capital Assets for any reason other than theft, destruction, or loss, Subrecipient must submit an Equipment Disposition Request Form (https://azdohs.gov/grant-program-forms) to AZDOHS and receive approval from AZDOHS prior to disposition. Subrecipient must update the Property Control Form and provide a copy to AZDOHS within 45 calendar days after disposition. Per 2 CFR 200.333(c), Subrecipient must retain all records relating to such Nonexpendable Property/Equipment and Capital Assets for 3 years after disposition.

10. **Training and Exercise** All training and/or exercise events must be included in Subrecipient's application. Alternate/additional training/exercise requests must be approved in advance by AZDOHS. Subrecipient must submit a Project Modification Request Form (https://azdohs.gov/grant-program-forms) for review and approval by AZDOHS prior to scheduling alternate/additional training/exercise events. For those projects that are managed by DEMA, alternate/additional training requests must be approved in advance by DEMA and AZDOHS using the Pre-approval form (https://dema.az.gov/emergency-management/preparedness/training). All exercises must comply with FEMA Homeland Security Exercise and Evaluation Program (https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep; "HSEEP") guidance. Subrecipient will (a) Submit an exercise summary and attendance/sign-in roster; and (b) Email the After Action Report/Improvement Plan to the local County Emergency Manager, AZDOHS, and the DEMA Exercise Branch, within 90 days of completion of an exercise or as prescribed by HSEEP.

11. **Consultants/Trainers/Training Providers** Invoices for consultants/trainers/training providers must include: a description of services; dates of services; number of hours for services performed; rate charged; and the total cost of services. Rates must be within the prevailing rates; must be consistent with Subrecipient's procurement policies and 2 CFR Part 200; and shall not exceed **$650** per day per consultant/trainer/training provider unless AZDOHS grants prior written approval. This includes internal personnel hired on backfill/overtime to deliver training. Subrecipient will not be reimbursed costs other than travel, lodging, meals, and incidentals on travel days for consultants/trainers/training providers, at rates not to exceed State rates, and itemized receipts are required. See Travel Costs below, at Paragraph 12.

12. **Travel Costs** All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of Subrecipient's policies and procedures, and the State of Arizona Accounting Manual (https://gao.az.gov/publications/saam), which Subrecipient must apply uniformly to both Federally financed and its other activities. AZDOHS will reimburse at the most restrictive allowability and rates. At no time will Subrecipient's reimbursements exceed the State rates established by the Arizona Department of Administration: https://gao.az.gov/travel.

13. **Contractors/Subcontractors** Subrecipient may enter into written subcontract(s) in accordance with 2 CFR Part 200 and the NOFO. No subcontract that the Subrecipient enters into relieves Subrecipient of any responsibilities under this Agreement. Subrecipient must give AZDOHS immediate notice in writing of any action filed or claim made against Subrecipient by any subcontractor or vendor.

14. **Allowable Costs** The allowability of costs incurred under this Agreement shall be determined by AZDOHS in its sole discretion and in accordance with the general principles and standards set forth in the CFR, FEMA Authorized Equipment List (https://www.fema.gov/grants/tools/authorized-equipment-list), and guidance documents (i.e. NOFO, Preparedness Grants Manual, Information Bulletins). Subrecipient's use of grant funds for indirect costs must be in accordance with 2 CFR Part 200 and the NOFO. Subrecipient must apply to AZDOHS for its written approval of indirect costs prior to expenditure. Subrecipient may not expend grant funds for Management and Administrative costs for administering such funds without prior written approval of AZDOHS.

15. **Amendments** Any change in this Agreement including but not limited to the Description of Services, Period of Performance and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's reimbursement, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

16. **Audit/Monitoring**

a. Subrecipient must comply with the record-keeping and other requirements of ARS 35-214 and 35-215, and shall ensure that its contractors and subcontractors at all tiers also comply.

b. Under 31 USC 7501-7507and 2 CFR 200.501, Subrecipient will be subject to audit per 2 CFR Part 200, if Subrecipient expended $750,000 or more in Federal awards in its previous fiscal year. If Subrecipient has met or exceeded this threshold, Subrecipient must submit to AZDOHS a copy of Subrecipient's single audit or program specific audit report for the previous fiscal year (and for subsequent fiscal years that fall within the Period of Performance) annually, within 9 months of Subrecipient's fiscal year end. Subrecipients not subject to this requirement must submit to AZDOHS via audits@azdohs.gov a statement that they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.

c. Failure of Subrecipient to comply with any requirements resulting from an audit will suspend reimbursement by AZDOHS to Subrecipient and Subrecipient will not be eligible for any new award, until Subrecipient is in complete compliance.

AZDOHS will monitor Subrecipient to ensure that program goals, objectives, performance requirements, timelines, planned objectives, budgets, and all other related program criteria are being met. Subrecipient must comply with applicable provisions governing USDHS access to records, accounts, documents, information, facilities, and staff and must require any contractors, successors, transferees, and assignees to comply with these same provisions. Subrecipient must cooperate with any review or investigation conducted by USDHS and/or AZDOHS. Subrecipient must give USDHS and AZDOHS access to and the right to copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and

information as deemed necessary by USDHS or AZDOHS. Subrecipient must submit timely, complete, and accurate reports to the appropriate USDHS and AZDOHS officials and maintain appropriate backup documentation. Subrecipient must comply with all reporting, data collection, and evaluation requirements prescribed by law or in program guidance.

17. **Notice of Funding Opportunity (NOFO)** Subrecipient must comply with the Notice of Funding Opportunity (NOFO). The terms of the NOFO are hereby incorporated into this Agreement.

18. **National Incident Management System** Subrecipient must remain in compliance with National Incident Management System implementation initiatives as provided in the NOFO.

19. **Communications Equipment** All Land Mobile Radio equipment purchased must comply with: (a) P25 (Project 25) standards (https://www.cisa.gov/safecom); (b) SAFECOM Guidance (https://www.cisa.gov/safecom); (c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (https://www.azdps.gov/services/government/swic); and (d) Arizona's State Interoperable Priority Programming Guide (https://www.azdps.gov/services/government/swic).

20. **Nonsupplanting Agreement** Subrecipient must not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources, and may be required to document this. If a position created by this Agreement is filled from within, the resulting vacancy must be filled within 30 days, and if not, Subrecipient must stop charging the grant for the new position; upon filling the vacancy, Subrecipient may resume charging for the position. A cost allocable to a particular Federal award provided for in 2 CFR Part 200 Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal award(s), or any other reason. However, Subrecipient from may shift costs allowable under two or more Federal awards if allowed by Federal statute, regulation, or the terms of the Federal award(s).

21. **E-Verify** Subrecipient must comply with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to ARS 23-214(A) and ARS 41-4401. A breach of this obligation is a material breach of this Agreement and Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement. AZDOHS will have the right to inspect the papers of any Subrecipient employee who works on this Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient.

22. **Research and Development** Subrecipient may not use funds obtained under this Agreement for research/development.

23. **Funds Management** Subrecipient must maintain funds received under this Agreement in separate accounts and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to all applicable Federal regulations, including

2 CFR Part 200 and specifically 2 CFR 200.302. Subrecipient must maintain the following business systems:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

To be adequate, a business system must be 1) complete and in writing; and 2) consistently followed – Subrecipient must apply it in all circumstances, regardless of funding source.

24. **Reporting of Matters Related to Recipient Integrity and Performance** If the total of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds $10,000,000 at any time during the Period of Performance, Subrecipient must comply with Appendix XII to 2 CFR Part 200.

25. **Nondiscrimination** Subrecipient must comply with the following that apply to this Federally-funded program:

a. 29 USC 794, which bars discrimination against qualified handicapped individuals solely by reason of the handicap;

b. 42 USC 2000d *et seq.*, 6 CFR Part 21, and 44 CFR Part 7, which bar discrimination on grounds of race, color, or national origin (which requires Subrecipient to take reasonable steps to provide accommodation to persons with Limited English Proficiency; Subrecipient must refer to the USDHS Guidance at *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited* and the resources at *http://www.lep.gov*);

c. All State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 (https://azgovernor.gov/governor/executive-order/2020-09) and 42 USC 12101-12213 (which bar discriminating on the basis of disability;

d. 42 USC 6101 *et seq.*, which prohibits discrimination on the basis of age;

e. The equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing faith-based organizations;

f. 20 USC 1681 *et seq.* and 6 CFR Part 17 and 44 CFR Part 19, which bars discrimination on the basis of sex; and

g. 42 USC 3601 *et seq.* and 24 CFR Part 100, which prohibit discrimination in the sale, rental, financing, and advertising of dwellings, or in the provision of related services, on the basis of race, color, national origin, religion, disability, familial status, and sex.

26. **Intellectual Property** Subrecipient must affix the copyright notices required by 17 USC 401 and 402 and include an acknowledgement of Government sponsorship (including award number) to any work first produced under this Agreement. Unless otherwise

provided by law, Subrecipient is subject to 35 USC 200-212 and is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 CFR Part 401, including specifically 37 CFR 401.14. Subrecipient must obtain USDHS's approval prior to using the USDHS seal(s), logos, crests or reproductions of flags or likenesses of USDHS agency officials. Subrecipient agrees that USDHS and AZDOHS have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which Subrecipient purchases ownership with Federal support. Subrecipient must acknowledge its use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing programs funded in whole or in part with Federal funds. Subrecipient must not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of AZDOHS.

27. **Activities Conducted Abroad** Subrecipient must ensure that program activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

28. **Federal Debt Status** Subrecipient must not be delinquent on any Federal obligations, including but not limited to payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 (https://fiscal.treasury.gov/files/dms/circ-a129-upd-0113.pdf).

29. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials** Subrecipients must comply with the Office of Management and Budget (OMB), Memorandum M-22-11 (https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf), which provides Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

30. **Compliance with Certain Federal Statutes, Regulations, and Requirements**

a. Subrecipient must comply with the 31 USC 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal government; 31 USC 3801-3812 detail the remedies for false or fraudulent claims made.

b. Subrecipient must comply with 42 USC 6201 *et seq.*, which contain policies relating to energy efficiency that are defined in the State energy conservation plan issued

c. Subrecipient must comply with the drug-free workplace requirements in 2 CFR Part 3001 and 41 USC 8101-8106.

d. Subrecipient is prohibited from acquiring certain Chinese and Russian telecommunications equipment, systems, and services as provided in FEMA Policy #405-143-1(https://www.fema.gov/sites/default/files/documents/fema_policy-405-143-1-prohibition-covered-services-equipment-gpd.pdf) ; 2 C.F.R. sections 200.216, 200.327, 200.471 and Appendix II to 2 C.F.R. Part 200; 48 CFR 4.2100 *et seq.*; 48 CFR 52.204-25; 48 CFR 52.212-3; 48 C.F.R. 204.2100 *et seq.*; and 48 C.F.R. 252.204-7018 1.

e. If grant funds are used for construction, Subrecipient and its contractors and subcontractors at all tiers must comply with the Davis-Bacon Act (40 USC 3141 *et*

seq.). Subrecipients must obtain AZDOHS' written approval before using Homeland Security Grant Program ("HSGP") funds for construction/renovation per https://www.dol.gov/whd/govcontracts/dbra.htm.

f. Subrecipient must maintain insurance coverage as provided in 2 CFR 200.310. Subrecipient must provide at least the equivalent insurance coverage for real property and equipment acquired or improved under this Agreement as provided to property owned by Subrecipient.

g. Subrecipient must comply with 42 USC 6962, including procuring only items designated in the Environmental Protection Agency ("EPA") guidelines at 40 CFR Part 247 as containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

h. Subrecipient must comply with all Federal whistleblower protections, including 41 USC 4712.

i. Subrecipient must comply with the PATRIOT Act, P.L. 107-56), including 18 USC 175-175c.

j. Subrecipient must comply with the System for Award Management and Universal Identifier Requirements in 2 CFR, Appendix A to Part 25.

k. Subrecipient must comply with the Trafficking Victims Protection Act, 22 USC 7101 *et seq.*, as required by 2 CFR 175.15.

l. Subrecipient must comply with US Executive Order 13224 (https://www.state.gov/executive-order-13224/) and all US laws that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.

m. Subrecipient must comply with the requirements on Reporting Subawards and Executive Compensation in Appendix A to 2 CFR Part 170.

n. Subrecipient is subject to the debarment and suspension regulations in US Executive Order 12549 (https://www.archives.gov/federal-register/codification/executive-order/12549.html) and US Executive Order 12689 (https://www.gadoe.org/School-Improvement/Teacher-and-Leader-Effectiveness/Documents/Title%20II,%20Part%20A%20Documents/Guidance/WHEO %2012689%20Debarment%20and%20Suspension.pdf) and 2 CFR Part 180 and 2 CFR Part 3000. These restrict Federal awards, subawards, and contracts with parties debarred, suspended, or otherwise excluded from or ineligible for Federal programs or activities.

o. If Subrecipient collects Personally Identifiable Information ("PII"), it must have a publically-available written policy stating its standards for the usage and maintenance of PII. PII is any information that permits the identity of an individual to be directly or indirectly inferred, including information linked or linkable to that individual. Subrecipient must follow USDHS guidance (https://www.dhs.gov/publication/privacy-impact-assessment-guidance).

p. Subrecipient must complete either the Standard Form 424B Assurances - Non-Construction Programs (https://omb.report/icr/202011-0560-005CF), or Standard Form 424D Assurances - Construction Programs (https://omb.report/icr/200906-4040-008), as applicable. The USDHS financial assistance office ("USDHS FAO") may determine that certain assurances in these documents may not apply, or may require additional assurances; Subrecipient must contact the USDHS FAO with any questions. Subrecipient must follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and 2 CFR Part 3002. By entering into this Agreement, Subrecipient and its executives, as defined in 2 CFR 170.315, certify that Subrecipient's policies comply with 2 CFR Part 200, all applicable Federal laws, and applicable guidance.

q. Subrecipient must comply with the National Environmental Policy Act ("NEPA") 42 USC 4321 *et seq.*, and Council on Environmental Quality regulations (40 CFR Parts 1500-1508) regarding NEPA.

r. Subrecipient must comply with 31 USC 1352, and may not use funds provided under this Agreement to pay any person to influence or attempt to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress, relating in any way to a Federal award or contract.

s. In accordance with 15 USC 2201 *et seq.* and 15 USC 2225a in particular, Subrecipient must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines.

t. Subrecipient must comply with the International Air Transportation Fair Competitive Practices Act of 1974, 49 USC 40118, and the interpretative guidelines in Comptroller General Decision B-138942 (https://www.gao.gov/products/b-138942).

u. Subrecipient law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

31. **Applicability of Terms of this Agreement to Tribes** If a term in this Agreement does not apply to Indian Tribes, or there is a Federal law or regulation exempting Indian Tribes, if Subrecipient is an Indian Tribe, this Agreement does not change or alter the inapplicability of such requirements.

32. **Cancellation for Conflict of Interest** AZDOHS may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to ARS 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement for AZDOHS is an employee or agent of Subrecipient in any capacity, or a consultant to Subrecipient with respect to this Agreement's subject matter. Cancellation shall be effective when Subrecipient receives AZDOHS' written notice, unless the notice specifies a later time.

33. **Assignment and Delegation** Subrecipient may not assign any rights hereunder without an express written agreement signed by authorized representatives of both parties.

34. **Third Party Antitrust Violations** Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations, to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfilling this Agreement.

35. **Availability of Funds** AZDOHS' payment obligations under this Agreement are conditioned on the availability of funds appropriated or allocated for this purpose, per ARS 35-154. If funds are not allocated and available, AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to AZDOHS in the event this provision is exercised, and AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this Paragraph, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.

36. **Force Majeure** If either party is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

37. **Dispute Resolution** In the event of a dispute regarding this Agreement, written notice must be provided to the other party within 30 calendar days of the relevant events. Any claim made by or against AZDOHS relating to this Agreement shall be resolved through the administrative claims process. The parties agree to resolve all disputes relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS 12-1518 except as may be required by other applicable statutes. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.

38. **Governing Law and Interpretation of This Agreement** This Agreement is governed by the laws of the State of Arizona, without regard to its conflict of laws provisions. This Agreement is the parties' complete agreement and replaces the parties' prior and contemporaneous agreements, representations, and understandings pertaining to its subject matter, whether oral or written. No course of dealings or usage of the trade supplements or explains any terms. A party's failure to insist on strict performance of any term is not a waiver of that term, even if the party accepting or acquiescing in the nonconforming performance knows the nature of the performance and fails to object. If any new legislation, laws, ordinances, or rules affect this Agreement, this Agreement automatically incorporates the terms of such legislation, laws, ordinances, or rules. Any term of this Agreement that is declared contrary to any current or future law, order, regulation, or rule, or that is otherwise invalid, shall be deemed stricken without impairing the validity of the remainder of this Agreement. In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to Period of Performance or other terms, Subrecipient will be notified of the changes in writing; once notification is made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes and will incorporate the changes into this Agreement. Except as expressly provided in this Paragraph, any amendment to or extension of this Agreement may be made only in a writing signed by authorized representatives of both parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

39. **Licensing** Unless otherwise exempted by law, Subrecipient must obtain and maintain all licenses, permits, and authority necessary to perform its obligations under this Agreement.

40. **Sectarian Requests** Funds disbursed under this Agreement may not be used for any sectarian purpose or activity, including worship or instruction in violation of the US or Arizona Constitutions.

41. **Closed-Captioning of Public Service Announcements** Any television public service announcement funded in whole or in part by this Agreement must include closed captioning.

42. **Indemnification** Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury to any person (including death) or property damage, but only to the extent such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona and AZDOHS are self-insured per ARS 41-621. If Subrecipient utilizes contractor(s) and/or subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the Arizona Department of Homeland Security and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter, "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any Federal, State or Local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

43. **Termination** Each party has the right to terminate this Agreement if the other party fails to comply with this Agreement. A party invoking the right to terminate shall provide written 30 day advance notice of all reasons for the termination. If Subrecipient chooses to terminate this Agreement before all deliverables have been delivered, AZDOHS has the right to recover all reimbursements made to Subrecipient. On termination, AZDOHS may procure, on terms that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient, and Subrecipient will be liable to

AZDOHS for all excess costs incurred by AZDOHS in procuring such materials or services. Subrecipient must continue to perform this Agreement until the date of termination, as directed in the termination notice. If AZDOHS reasonably believes Subrecipient does not intend to, or is unable to fully perform this Agreement, AZDOHS may demand in writing that Subrecipient give written assurance of its intent and ability to perform. If Subrecipient fails to provide written assurance within the time specified in the demand, AZDOHS may terminate this Agreement.

44. **Paragraph Headings** Paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the interpretation of this Agreement.

45. **Counterparts** This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.

46. **Authority to Execute This Agreement** The person executing this Agreement on behalf of Subrecipient represents and warrants that he/she is duly authorized to do so.

47. **Transfer of Funds Prohibition** Subrecipient may not transfer funds between programs (*e.g.*, State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

48. **Parties** This Agreement is for the benefit of AZDOHS and Subrecipient as the only parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.

49. **Respective Responsibilities** Except as expressly provided in this Agreement, each party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof. In the event that either party becomes aware of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement, that party will immediately notify the other party, and the parties will share all information regarding such matter and cooperate with each other in addressing the matter. The parties are independent contractors, and nothing contained in this Agreement will create the relationship of partnership, joint venture, agency, or employment between the parties or any of their employees, officers, agents, or contractors. Each party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

50. **Publicity** Neither party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other party without the prior written consent of that party.

51. **Notices** All communications by either party to this Agreement, shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1802 West Jackson, #117
Phoenix, AZ 85007

Subrecipient must address all notices relative to this Agreement to the appropriate AZDOHS staff; contact information is at www.azdohs.gov.

AZDOHS shall address all notices relative to this Agreement to:

Enter Title, First & Last Name Above

Enter Agency Name Above

Enter Mailing Address Above

Enter City, State, ZIP Above

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Enter Agency Name Above

Authorized Signature Above

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Susan Dzbanko, Deputy Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

SUBRECIPIENT AGREEMENT

24-AZDOHS-HSGP-240804-01

Between

The Arizona Department of Homeland Security

And

Chandler Police Department (UEI: LCLUQVAP1WU4)

WHEREAS, ARS 41-4254 makes AZDOHS responsible for administering the funds covered by this agreement ("Agreement"), the parties hereby agree to the following terms:

1. **Purpose of Agreement** This Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.

2. **Period of Performance** This Agreement shall become effective on **October 1, 2024** and shall terminate on **September 30, 2025**. The obligations of Subrecipient herein survive termination of this Agreement.

3. **Description of Services** Subrecipient must fulfill all obligations set forth in Subrecipient's approved grant application titled: **"2024 Urban Area Assessment Teams - TLO - Police"** and funded at **$21,000** (as may have been modified by the award letter).

4. **Financing and Fiscal Responsibility** Under US Department of Homeland Security ("USDHS") grant #EMW-2024-SS-05080 and Catalog of Federal Domestic Assistance ("CFDA") #97.067, AZDOHS shall provide up to **$21,000** to Subrecipient under this Agreement.

   Payment to Subrecipient must be on a reimbursement basis only, conditioned upon Subrecipient providing AZDOHS with proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by AZDOHS. A list of acceptable documentation is at www.azdohs.gov. Payments are contingent on Subrecipient performing all its obligations under this Agreement. Subrecipient may use the funds provided under this Agreement only as provided in the application and award documentation. If Subrecipient does not complete all its obligations, Subrecipient must immediately reimburse all previously-provided funds to AZDOHS. If Subrecipient completes its obligations at a lower than the budgeted cost, the amount reimbursed to Subrecipient will be only the amount actually spent by Subrecipient in accordance with the approved application. For any expenditure disallowed after or otherwise by AZDOHS, or the State or Federal government, Subrecipient must immediately reimburse such funds to AZDOHS.

5. **Reporting Requirements** Subrecipient must submit quarterly programmatic reports to AZDOHS as follows:

January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)

Subrecipient must use the Quarterly Programmatic Report form (https://azdohs.gov/grant-program-forms) for these reports. Subrecipient must provide detailed information on the status of completion of the planned activities in the approved application satisfactory to AZDOHS in its sole discretion. Failure to adequately provide such information will result in the Quarterly Programmatic Report being rejected by AZDOHS and resubmission will be required. If the program has been fully completed so that there will be no further updates, then the quarterly report for the quarter in which the program was completed will be the final report; the report should be marked as "final" and must include all pertinent information regarding the program as determined solely by AZDOHS.

Final Quarterly Programmatic Report: The final quarterly programmatic report is due no more than **15** calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

6. **Reimbursements** Subrecipient must provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly; submissions must be made via US Mail, delivery service (FedEx, UPS, etc.) or in person; **submissions via fax or by any electronic means will not be accepted**. Reimbursement requests shall be submitted with the Reimbursement Form provided by AZDOHS staff. AZDOHS has the right to require Subrecipient to provide any documentation and/or information AZDOHS deems necessary to process submissions.

Reimbursement requests are only required when expenses have been incurred. The Subrecipient shall submit a final reimbursement request, marked as such, for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be **received** by AZDOHS no more than **45** calendar days after the end of the period of performance. Requests for reimbursement received by AZDOHS later than 45 calendar days after the end of the period of performance will not be paid.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Paragraph 2 of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (e.g. cell phone service) will be deemed unallowable and will not be reimbursed.

7. **Environmental Planning and Historic Preservation** Subrecipient **must** comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. *See* https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final

Amendment_GPD_final_508.pdf and https://azdohs.gov/environmental-and-historic-preservation-ehp. Subrecipients proposing programs with potential environmental impact **must** participate in the USDHS/Federal Emergency Management Agency (FEMA) EHP review process. Subrecipient **must** complete the EHP review process before funds will be released by AZDOHS. If Subrecipient engages in ground disturbing activities, Subrecipient must monitor ground disturbance. If archeological resources are discovered, Subrecipient must immediately (a) cease construction and (b) notify FEMA, AZDOHS, and the Arizona State Historic Preservation Office. AZDOHS/DHS/FEMA **will not fund or reimburse** projects that are initiated without the required EHP review.

8. **Procurement (including Noncompetitive Procurement)** Subrecipient must comply with its procurement rules/policies, all Federal procurement rules/policies, and all Arizona Procurement Code provisions and rules, the most restrictive of which will apply. Subrecipient **must not** enter into a noncompetitive procurement unless AZDOHS grants **prior written approval** via the Noncompetitive Procurement Request form at https://azdohs.gov/grant-program -forms.

9. **Property Control** Subrecipient must safeguard and maintain control and accountability for all property/equipment purchased under this Agreement, and Subrecipient must assure that it is used only for purposed authorized under this Agreement and maintained as provided in 2 CFR 200.313. Such property/equipment shall be used by Subrecipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal grant funds. Subrecipient must immediately investigate and report to AZDOHS any loss, damage, or theft. Subrecipient must replace any property/equipment lost, damaged or stolen at Subrecipient's expense, and must immediately submit an updated Property Control Form (https://azdohs.gov/grant-program-forms) to AZDOHS.

   "Nonexpendable Property/Equipment" is property that has a continuing use, is not consumed in use, has an expected life of one year or more, costs $5,000 or more per unit, and does not become a fixture or lose its identity as a component of other equipment/systems, while a "Capital Asset" is personal or real property or a fixture costing $5,000 or more per unit with an expected life of one year or more. Subrecipient is solely responsible for the proper maintenance of all Nonexpendable Property/Equipment and Capital Assets acquired under this Agreement Subrecipient must take a physical inventory of all such Nonexpendable Property/Equipment and Capital Assets and reconcile the results with the Property Control Form at least once every two years. Subrecipient must maintain a control system to prevent loss, damage, or theft of such Nonexpendable Property/Equipment and Capital Assets, and Subrecipient must immediately report any loss, damage, or theft to AZDOHS. A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. **The Subrecipient, if applicable, shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report**. The Property Control Form can be located at https://azdohs.gov/grant-program-forms. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

   When Subrecipient is no longer using Nonexpendable Property/Equipment and/or Capital Assets acquired under this Agreement on the program, Subrecipient must immediately

submit an updated Property Control Form to AZDOHS, and any disposition must be in compliance with AZDOHS Disposition Guidance (https://azdohs.gov/grant-program-forms) and 2 CFR Part 200, including specifically 2 CFR 200.313. If Subrecipient seeks disposition of such Nonexpendable Property/Equipment or Capital Assets for any reason other than theft, destruction, or loss, Subrecipient must submit an Equipment Disposition Request Form (https://azdohs.gov/grant-program-forms) to AZDOHS and receive approval from AZDOHS prior to disposition. Subrecipient must update the Property Control Form and provide a copy to AZDOHS within 45 calendar days after disposition. Per 2 CFR 200.333(c), Subrecipient must retain all records relating to such Nonexpendable Property/Equipment and Capital Assets for 3 years after disposition.

10. **Training and Exercise** All training and/or exercise events must be included in Subrecipient's application. Alternate/additional training/exercise requests must be approved in advance by AZDOHS. Subrecipient must submit a Project Modification Request Form (https://azdohs.gov/grant-program-forms) for review and approval by AZDOHS prior to scheduling alternate/additional training/exercise events. For those projects that are managed by DEMA, alternate/additional training requests must be approved in advance by DEMA and AZDOHS using the Pre-approval form (https://dema.az.gov/emergency-management/preparedness/training). All exercises must comply with FEMA Homeland Security Exercise and Evaluation Program (https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep; "HSEEP") guidance. Subrecipient will (a) Submit an exercise summary and attendance/sign-in roster; and (b) Email the After Action Report/Improvement Plan to the local County Emergency Manager, AZDOHS, and the DEMA Exercise Branch, within 90 days of completion of an exercise or as prescribed by HSEEP.

11. **Consultants/Trainers/Training Providers** Invoices for consultants/trainers/training providers must include: a description of services; dates of services; number of hours for services performed; rate charged; and the total cost of services. Rates must be within the prevailing rates; must be consistent with Subrecipient's procurement policies and 2 CFR Part 200; and shall not exceed **$650** per day per consultant/trainer/training provider unless AZDOHS grants prior written approval. This includes internal personnel hired on backfill/overtime to deliver training. Subrecipient will not be reimbursed costs other than travel, lodging, meals, and incidentals on travel days for consultants/trainers/training providers, at rates not to exceed State rates, and itemized receipts are required. See Travel Costs below, at Paragraph 12.

12. **Travel Costs** All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of Subrecipient's policies and procedures, and the State of Arizona Accounting Manual (https://gao.az.gov/publications/saam), which Subrecipient must apply uniformly to both Federally financed and its other activities. AZDOHS will reimburse at the most restrictive allowability and rates. At no time will Subrecipient's reimbursements exceed the State rates established by the Arizona Department of Administration: https://gao.az.gov/travel.

13. **Contractors/Subcontractors** Subrecipient may enter into written subcontract(s) in accordance with 2 CFR Part 200 and the NOFO. No subcontract that the Subrecipient enters into relieves Subrecipient of any responsibilities under this Agreement. Subrecipient must give AZDOHS immediate notice in writing of any action filed or claim made against Subrecipient by any subcontractor or vendor.

14. **Allowable Costs** The allowability of costs incurred under this Agreement shall be determined by AZDOHS in its sole discretion and in accordance with the general principles and standards set forth in the CFR, FEMA Authorized Equipment List (https://www.fema.gov/grants/tools/authorized-equipment-list), and guidance documents (i.e. NOFO, Preparedness Grants Manual, Information Bulletins). Subrecipient's use of grant funds for indirect costs must be in accordance with 2 CFR Part 200 and the NOFO. Subrecipient must apply to AZDOHS for its written approval of indirect costs prior to expenditure. Subrecipient may not expend grant funds for Management and Administrative costs for administering such funds without prior written approval of AZDOHS.

15. **Amendments** Any change in this Agreement including but not limited to the Description of Services, Period of Performance and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's reimbursement, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

16. **Audit/Monitoring**

a. Subrecipient must comply with the record-keeping and other requirements of ARS 35-214 and 35-215, and shall ensure that its contractors and subcontractors at all tiers also comply.

b. Under 31 USC 7501-7507and 2 CFR 200.501, Subrecipient will be subject to audit per 2 CFR Part 200, if Subrecipient expended $750,000 or more in Federal awards in its previous fiscal year. If Subrecipient has met or exceeded this threshold, Subrecipient must submit to AZDOHS a copy of Subrecipient's single audit or program specific audit report for the previous fiscal year (and for subsequent fiscal years that fall within the Period of Performance) annually, within 9 months of Subrecipient's fiscal year end. Subrecipients not subject to this requirement must submit to AZDOHS via audits@azdohs.gov a statement that they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.

c. Failure of Subrecipient to comply with any requirements resulting from an audit will suspend reimbursement by AZDOHS to Subrecipient and Subrecipient will not be eligible for any new award, until Subrecipient is in complete compliance.

AZDOHS will monitor Subrecipient to ensure that program goals, objectives, performance requirements, timelines, planned objectives, budgets, and all other related program criteria are being met. Subrecipient must comply with applicable provisions governing USDHS access to records, accounts, documents, information, facilities, and staff and must require any contractors, successors, transferees, and assignees to comply with these same provisions. Subrecipient must cooperate with any review or investigation conducted by USDHS and/or AZDOHS. Subrecipient must give USDHS and AZDOHS access to and the right to copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and

information as deemed necessary by USDHS or AZDOHS. Subrecipient must submit timely, complete, and accurate reports to the appropriate USDHS and AZDOHS officials and maintain appropriate backup documentation. Subrecipient must comply with all reporting, data collection, and evaluation requirements prescribed by law or in program guidance.

17. **Notice of Funding Opportunity (NOFO)** Subrecipient must comply with the Notice of Funding Opportunity (NOFO). The terms of the NOFO are hereby incorporated into this Agreement.

18. **National Incident Management System** Subrecipient must remain in compliance with National Incident Management System implementation initiatives as provided in the NOFO.

19. **Communications Equipment** All Land Mobile Radio equipment purchased must comply with: (a) P25 (Project 25) standards (https://www.cisa.gov/safecom); (b) SAFECOM Guidance (https://www.cisa.gov/safecom); (c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (https://www.azdps.gov/services/government/swic); and (d) Arizona's State Interoperable Priority Programming Guide (https://www.azdps.gov/services/government/swic).

20. **Nonsupplanting Agreement** Subrecipient must not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources, and may be required to document this. If a position created by this Agreement is filled from within, the resulting vacancy must be filled within 30 days, and if not, Subrecipient must stop charging the grant for the new position; upon filling the vacancy, Subrecipient may resume charging for the position. A cost allocable to a particular Federal award provided for in 2 CFR Part 200 Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal award(s), or any other reason. However, Subrecipient from may shift costs allowable under two or more Federal awards if allowed by Federal statute, regulation, or the terms of the Federal award(s).

21. **E-Verify** Subrecipient must comply with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to ARS 23-214(A) and ARS 41-4401. A breach of this obligation is a material breach of this Agreement and Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement. AZDOHS will have the right to inspect the papers of any Subrecipient employee who works on this Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient.

22. **Research and Development** Subrecipient may not use funds obtained under this Agreement for research/development.

23. **Funds Management** Subrecipient must maintain funds received under this Agreement in separate accounts and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to all applicable Federal regulations, including

2 CFR Part 200 and specifically 2 CFR 200.302. Subrecipient must maintain the following business systems:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

To be adequate, a business system must be 1) complete and in writing; and 2) consistently followed – Subrecipient must apply it in all circumstances, regardless of funding source.

24. **Reporting of Matters Related to Recipient Integrity and Performance** If the total of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds $10,000,000 at any time during the Period of Performance, Subrecipient must comply with Appendix XII to 2 CFR Part 200.

25. **Nondiscrimination** Subrecipient must comply with the following that apply to this Federally-funded program:

a. 29 USC 794, which bars discrimination against qualified handicapped individuals solely by reason of the handicap;

b. 42 USC 2000d *et seq.*, 6 CFR Part 21, and 44 CFR Part 7, which bar discrimination on grounds of race, color, or national origin (which requires Subrecipient to take reasonable steps to provide accommodation to persons with Limited English Proficiency; Subrecipient must refer to the USDHS Guidance at *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited* and the resources at *http://www.lep.gov*);

c. All State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 (https://azgovernor.gov/governor/executive-order/2020-09) and 42 USC 12101-12213 (which bar discriminating on the basis of disability;

d. 42 USC 6101 *et seq.*, which prohibits discrimination on the basis of age;

e. The equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing faith-based organizations;

f. 20 USC 1681 *et seq.* and 6 CFR Part 17 and 44 CFR Part 19, which bars discrimination on the basis of sex; and

g. 42 USC 3601 *et seq.* and 24 CFR Part 100, which prohibit discrimination in the sale, rental, financing, and advertising of dwellings, or in the provision of related services, on the basis of race, color, national origin, religion, disability, familial status, and sex.

26. **Intellectual Property** Subrecipient must affix the copyright notices required by 17 USC 401 and 402 and include an acknowledgement of Government sponsorship (including award number) to any work first produced under this Agreement. Unless otherwise

provided by law, Subrecipient is subject to 35 USC 200-212 and is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 CFR Part 401, including specifically 37 CFR 401.14. Subrecipient must obtain USDHS's approval prior to using the USDHS seal(s), logos, crests or reproductions of flags or likenesses of USDHS agency officials. Subrecipient agrees that USDHS and AZDOHS have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which Subrecipient purchases ownership with Federal support. Subrecipient must acknowledge its use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing programs funded in whole or in part with Federal funds. Subrecipient must not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of AZDOHS.

27. **Activities Conducted Abroad** Subrecipient must ensure that program activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

28. **Federal Debt Status** Subrecipient must not be delinquent on any Federal obligations, including but not limited to payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 (https://fiscal.treasury.gov/files/dms/circ-a129-upd-0113.pdf).

29. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials** Subrecipients must comply with the Office of Management and Budget (OMB), Memorandum M-22-11 (https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf), which provides Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

30. **Compliance with Certain Federal Statutes, Regulations, and Requirements**

a. Subrecipient must comply with the 31 USC 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal government; 31 USC 3801-3812 detail the remedies for false or fraudulent claims made.

b. Subrecipient must comply with 42 USC 6201 *et seq.*, which contain policies relating to energy efficiency that are defined in the State energy conservation plan issued

c. Subrecipient must comply with the drug-free workplace requirements in 2 CFR Part 3001 and 41 USC 8101-8106.

d. Subrecipient is prohibited from acquiring certain Chinese and Russian telecommunications equipment, systems, and services as provided in FEMA Policy #405-143-1(https://www.fema.gov/sites/default/files/documents/fema_policy-405-143-1-prohibition-covered-services-equipment-gpd.pdf) ; 2 C.F.R. sections 200.216, 200.327, 200.471 and Appendix II to 2 C.F.R. Part 200; 48 CFR 4.2100 *et seq.*; 48 CFR 52.204-25; 48 CFR 52.212-3; 48 C.F.R. 204.2100 *et seq.*; and 48 C.F.R. 252.204-7018 1.

e. If grant funds are used for construction, Subrecipient and its contractors and subcontractors at all tiers must comply with the Davis-Bacon Act (40 USC 3141 *et*

seq.). Subrecipients must obtain AZDOHS' written approval before using Homeland Security Grant Program ("HSGP") funds for construction/renovation per https://www.dol.gov/whd/govcontracts/dbra.htm.

f. Subrecipient must maintain insurance coverage as provided in 2 CFR 200.310. Subrecipient must provide at least the equivalent insurance coverage for real property and equipment acquired or improved under this Agreement as provided to property owned by Subrecipient.

g. Subrecipient must comply with 42 USC 6962, including procuring only items designated in the Environmental Protection Agency ("EPA") guidelines at 40 CFR Part 247 as containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

h. Subrecipient must comply with all Federal whistleblower protections, including 41 USC 4712.

i. Subrecipient must comply with the PATRIOT Act, P.L. 107-56), including 18 USC 175-175c.

j. Subrecipient must comply with the System for Award Management and Universal Identifier Requirements in 2 CFR, Appendix A to Part 25.

k. Subrecipient must comply with the Trafficking Victims Protection Act, 22 USC 7101 *et seq.*, as required by 2 CFR 175.15.

l. Subrecipient must comply with US Executive Order 13224 (https://www.state.gov/executive-order-13224/) and all US laws that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.

m. Subrecipient must comply with the requirements on Reporting Subawards and Executive Compensation in Appendix A to 2 CFR Part 170.

n. Subrecipient is subject to the debarment and suspension regulations in US Executive Order 12549 (https://www.archives.gov/federal-register/codification/executive-order/12549.html) and US Executive Order 12689 (https://www.gadoe.org/School-Improvement/Teacher-and-Leader-Effectiveness/Documents/Title%20II,%20Part%20A%20Documents/Guidance/WHEO %2012689%20Debarment%20and%20Suspension.pdf) and 2 CFR Part 180 and 2 CFR Part 3000. These restrict Federal awards, subawards, and contracts with parties debarred, suspended, or otherwise excluded from or ineligible for Federal programs or activities.

o. If Subrecipient collects Personally Identifiable Information ("PII"), it must have a publically-available written policy stating its standards for the usage and maintenance of PII. PII is any information that permits the identity of an individual to be directly or indirectly inferred, including information linked or linkable to that individual. Subrecipient must follow USDHS guidance (https://www.dhs.gov/publication/privacy-impact-assessment-guidance).

p. Subrecipient must complete either the Standard Form 424B Assurances - Non-Construction Programs (https://omb.report/icr/202011-0560-005CF), or Standard Form 424D Assurances - Construction Programs (https://omb.report/icr/200906-4040-008), as applicable. The USDHS financial assistance office ("USDHS FAO") may determine that certain assurances in these documents may not apply, or may require additional assurances; Subrecipient must contact the USDHS FAO with any questions. Subrecipient must follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and 2 CFR Part 3002. By entering into this Agreement, Subrecipient and its executives, as defined in 2 CFR 170.315, certify that Subrecipient's policies comply with 2 CFR Part 200, all applicable Federal laws, and applicable guidance.

q. Subrecipient must comply with the National Environmental Policy Act ("NEPA") 42 USC 4321 *et seq.*, and Council on Environmental Quality regulations (40 CFR Parts 1500-1508) regarding NEPA.

r. Subrecipient must comply with 31 USC 1352, and may not use funds provided under this Agreement to pay any person to influence or attempt to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress, relating in any way to a Federal award or contract.

s. In accordance with 15 USC 2201 *et seq.* and 15 USC 2225a in particular, Subrecipient must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines.

t. Subrecipient must comply with the International Air Transportation Fair Competitive Practices Act of 1974, 49 USC 40118, and the interpretative guidelines in Comptroller General Decision B-138942 (https://www.gao.gov/products/b-138942).

u. Subrecipient law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

31. **Applicability of Terms of this Agreement to Tribes** If a term in this Agreement does not apply to Indian Tribes, or there is a Federal law or regulation exempting Indian Tribes, if Subrecipient is an Indian Tribe, this Agreement does not change or alter the inapplicability of such requirements.

32. **Cancellation for Conflict of Interest** AZDOHS may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to ARS 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement for AZDOHS is an employee or agent of Subrecipient in any capacity, or a consultant to Subrecipient with respect to this Agreement's subject matter. Cancellation shall be effective when Subrecipient receives AZDOHS' written notice, unless the notice specifies a later time.

33. **Assignment and Delegation** Subrecipient may not assign any rights hereunder without an express written agreement signed by authorized representatives of both parties.

34. **Third Party Antitrust Violations** Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations, to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfilling this Agreement.

35. **Availability of Funds** AZDOHS' payment obligations under this Agreement are conditioned on the availability of funds appropriated or allocated for this purpose, per ARS 35-154. If funds are not allocated and available, AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to AZDOHS in the event this provision is exercised, and AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this Paragraph, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.

36. **Force Majeure** If either party is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

37. **Dispute Resolution** In the event of a dispute regarding this Agreement, written notice must be provided to the other party within 30 calendar days of the relevant events. Any claim made by or against AZDOHS relating to this Agreement shall be resolved through the administrative claims process. The parties agree to resolve all disputes relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS 12-1518 except as may be required by other applicable statutes. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.

38. **Governing Law and Interpretation of This Agreement** This Agreement is governed by the laws of the State of Arizona, without regard to its conflict of laws provisions. This Agreement is the parties' complete agreement and replaces the parties' prior and contemporaneous agreements, representations, and understandings pertaining to its subject matter, whether oral or written. No course of dealings or usage of the trade supplements or explains any terms. A party's failure to insist on strict performance of any term is not a waiver of that term, even if the party accepting or acquiescing in the nonconforming performance knows the nature of the performance and fails to object. If any new legislation, laws, ordinances, or rules affect this Agreement, this Agreement automatically incorporates the terms of such legislation, laws, ordinances, or rules. Any term of this Agreement that is declared contrary to any current or future law, order, regulation, or rule, or that is otherwise invalid, shall be deemed stricken without impairing the validity of the remainder of this Agreement. In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to Period of Performance or other terms, Subrecipient will be notified of the changes in writing; once notification is made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes and will incorporate the changes into this Agreement. Except as expressly provided in this Paragraph, any amendment to or extension of this Agreement may be made only in a writing signed by authorized representatives of both parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

39. **Licensing** Unless otherwise exempted by law, Subrecipient must obtain and maintain all licenses, permits, and authority necessary to perform its obligations under this Agreement.

40. **Sectarian Requests** Funds disbursed under this Agreement may not be used for any sectarian purpose or activity, including worship or instruction in violation of the US or Arizona Constitutions.

41. **Closed-Captioning of Public Service Announcements** Any television public service announcement funded in whole or in part by this Agreement must include closed captioning.

42. **Indemnification** Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury to any person (including death) or property damage, but only to the extent such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona and AZDOHS are self-insured per ARS 41-621. If Subrecipient utilizes contractor(s) and/or subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the Arizona Department of Homeland Security and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter, "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any Federal, State or Local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

43. **Termination** Each party has the right to terminate this Agreement if the other party fails to comply with this Agreement. A party invoking the right to terminate shall provide written 30 day advance notice of all reasons for the termination. If Subrecipient chooses to terminate this Agreement before all deliverables have been delivered, AZDOHS has the right to recover all reimbursements made to Subrecipient. On termination, AZDOHS may procure, on terms that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient, and Subrecipient will be liable to

AZDOHS for all excess costs incurred by AZDOHS in procuring such materials or services. Subrecipient must continue to perform this Agreement until the date of termination, as directed in the termination notice. If AZDOHS reasonably believes Subrecipient does not intend to, or is unable to fully perform this Agreement, AZDOHS may demand in writing that Subrecipient give written assurance of its intent and ability to perform. If Subrecipient fails to provide written assurance within the time specified in the demand, AZDOHS may terminate this Agreement.

44. **Paragraph Headings** Paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the interpretation of this Agreement.

45. **Counterparts** This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.

46. **Authority to Execute This Agreement** The person executing this Agreement on behalf of Subrecipient represents and warrants that he/she is duly authorized to do so.

47. **Transfer of Funds Prohibition** Subrecipient may not transfer funds between programs (*e.g.*, State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

48. **Parties** This Agreement is for the benefit of AZDOHS and Subrecipient as the only parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.

49. **Respective Responsibilities** Except as expressly provided in this Agreement, each party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof. In the event that either party becomes aware of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement, that party will immediately notify the other party, and the parties will share all information regarding such matter and cooperate with each other in addressing the matter. The parties are independent contractors, and nothing contained in this Agreement will create the relationship of partnership, joint venture, agency, or employment between the parties or any of their employees, officers, agents, or contractors. Each party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

50. **Publicity** Neither party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other party without the prior written consent of that party.

51. **Notices** All communications by either party to this Agreement, shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1802 West Jackson, #117
Phoenix, AZ 85007

Subrecipient must address all notices relative to this Agreement to the appropriate AZDOHS staff; contact information is at www.azdohs.gov.

AZDOHS shall address all notices relative to this Agreement to:

Enter Title, First & Last Name Above

Enter Agency Name Above

Enter Mailing Address Above

Enter City, State, ZIP Above

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Enter Agency Name Above

Authorized Signature Above

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Susan Dzbanko, Deputy Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

CHANDLER arizona
Community of Innovation

City Council Memorandum **Police Memo No. N/A**

Date: December 09, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Bryan Chapman, Police Chief
From: Daniel Shellum, Commander
Subject: Agreement No. PD5-680-4852, with Marrero Armor, LLC, for Purchase of Rifle Shields

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Proposed Motion:

Move City Council approve Agreement No. PD5-680-4852, with Marrero Armor, LLC., for the purchase of rifle shields, in an amount not to exceed $176,000.

Background/Discussion:

The proposed purchase of 36 rifle-rated shields for the patrol division addresses safety concerns identified during reviews of critical incidents within the agency and across the country. These shields represent a significant upgrade from the current ballistic shields, which are rated only for handgun rounds. The new Level III shields are designed to stop rifle rounds, providing enhanced protection for officers during critical incidents involving armed suspects. To optimize deployment, the Police Department's 18 patrol teams will each be equipped with two shields. This distribution ensures that all teams have access to this critical safety equipment.

Evaluation:

On October 1, 2024, City staff issued Invitation for Bid No. PD5-680-4852 for rifle shields. Notifications were sent to all registered vendors, resulting in four bids received from:

- Botach, Inc.
- Aden Combat Systems
- Curtis Blue Line

- Marrero Armor, LLC

Staff conducted a review of the bids and recommend awarding the contract to Marrero Armor, LLC. This vendor submitted a proposal that is fair, reasonable, and meets all technical requirements and product specifications.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
402.2030.6320.0.0.0	Capital Replacement Fund	N/A	$176,000	N

Attachments

4852 Agreement

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City Clerk Document No. _____

City Council Meeting Date:_____

CITY OF CHANDLER PURCHASE AGREEMENT
RIFLE SHIELDS
CITY OF CHANDLER AGREEMENT NO. PD5-680-4852

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

RECITALS

A. City proposes to purchase rifle shields 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 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.

C. 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
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

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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 in accordance with 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 work, and product must be delivered within 90 days from the date the Contractor is notified to proceed.

SECTION lV: 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 approved and accepted by the City under this Agreement must not exceed $165,929. 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 any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee 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.

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

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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 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

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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 (lndemnitor) must indemnify, defend, save and hold harmless the 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 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 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.

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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: Purchasing Division	Name: Stacie Sundberg
Title: Purchasing Officer	Title: Director, Sales Operations
Address: 175 S. Arizona Ave	Address: 27972 N. 78th Street
Chandler, AZ 85225	Scottsdale, AZ 85266
Phone: 480-782-2400	Phone: 602-451-8597
Email: purchasing@chandleraz.gov	Email: stacie@marreroarmor.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

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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 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.

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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 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

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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 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

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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.

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.

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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

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

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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 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.

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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.

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	**FOR THE CONTRACTOR**
By: _____	By: Stacie Sundberg
Its: _____	Its: Director, Sales Operations

APPROVED AS TO FORM:

By: _____
City Attorney JMB

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

1. Background and Objective:

1.1 The City of Chandler is soliciting bids for a one-time purchase of Marrero Armor Rifle Shields and accessories or approved equal, for the purpose of adding the capability of defeating incoming fire from rifle rounds and pistol rounds. This will enhance the safety of Chandler residents by increasing the level of protection afforded to Officers responding to attacks involving assault weapons.

1.2 The City of Chandler will select the vendor whose bid meets or exceeds the minimum standard requirements and has the lowest overall price to include shipping costs.

2. Scope and Minimum Requirements:

2.1 It is the intent of these specifications to describe the minimum standards acceptable for the purchase of Marrero Armor rifle rated shields and accessories.

2.2 The burden of proof that the product meets the minimum standard is on the bidder.

2.3 Product requested for the bid:

- 2.3.1 Marrero Armor 20”x34” Level III Tactical Shield, exceeds NIJ Level III
- 2.3.2 10”x3” cutouts on each side at top of shield
- 2.3.3 792 in/sq minimum ballistic coverage area
- 2.3.4 Poly urea covering over entire shield
- 2.3.5 Defeats the following threats:
  - 2.3.5.1.1 .30-06 Springfield (LC)
  - 2.3.5.1.2 7.62 x 51mm (M80 147 gr @ 2780 ft/s)
  - 2.3.5.1.3 7.62 x 39mm (Chinese/Russian MSC, LC)
  - 2.3.5.1.4 5.56 x 45mm (M193 in 55gr, 62gr, 77gr)
  - 2.3.5.1.5 5.45 x 39 MSC
  - 2.3.5.1.6 All threats lesser than those listed above
- 2.3.6 Total weight, with viewport, not to exceed 20.5 lbs.
- 2.3.7 4”H x 6”W X 1.32”D UL5 ballistic viewport with V50 rating of 3,200 ft/s against a 147gr M80 (7.62 x 51 FMJ) projectile, not to exceed 2.4 pounds in weight
- 2.3.8 9” straight bar aluminum handle, polyurea coated with a 7” rubber grip
- 2.3.9 Tactical cover w/ MOLLE front and back, Velcro® “POLICE” patch, and Velcro® protective viewport covers with three places to mount a light (right, middle or left)
- 2.3.10 Tactical cover w/ MOLLE front and back, Velcro® “POLICE” patch, and Velcro® protective viewport covers with three places to mount a light (right, middle or left)
- 2.3.11 Tactical cover w/ MOLLE front and back, Velcro® “POLICE” patch, and Velcro® protective viewport covers with three places to mount a light (right, middle or left)

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3. Delivery

3.1 Delivery shall be made to the location contained herein, within 90 days after receipt of order.

3.2 Ship to: **City of Chandler Police Department**
975 E Armstrong Way
Chandler, Az 85286

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EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

Please be sure to include all product numbers, model numbers, part numbers and unit costs, taxes and freight for the items bid.

Item	Description	Item Number	Quantity *each	Unit Cost	Extended Cost
1.	Level III Ballistic Shield -Double Cutout – 20x34 w/ Viewport	T20342	34	$4,375.00	$148,750.00
2.	Tactical Shield Cover – Double Cutout – 20 x 34	MAC20341	34	$180.00	$6,120.00
3.	ESTIMATED SHIPPING / FREIGHT				$0
4.	ESTIMATED TAXES				$12,079.00
5.	ADDITIONAL DISCOUNT		1	$(1,020.00)	$(1,020.00)
				Total	$165,929.00

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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 occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products

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and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

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

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

Additional Policy Provisions Required.

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

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

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

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

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

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

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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 TO AGREEMENT
SPECIAL CONDITIONS

NONE

CHANDLER arizona
Community of Innovation

City Council Memorandum Police Memo No. N/A

Date:	December 09, 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 Panasonic Laptop Computers and Peripherals

Proposed Motion:

Move City Council approve the purchase of Panasonic rugged laptop computers and various peripherals, from Mobile Concepts Technology (MCT), utilizing State of Arizona Contract No. CTR068894, in the amount of $118,778.

Background/Discussion:

The Police Department seeks approval to purchase 24 Panasonic Toughbooks to enhance its technological capacity, serving as new additions to (rather than replacements for) existing equipment. These devices are intended for deployment in 9 Extra Duty vehicles, 12 Police Aide vehicles, and as 3 spare Mobile Data Computers (MDCs) to address potential field contingencies. Currently, Extra Duty vehicles, which are utilized for event support and traffic management, lack MDC functionality, while new Police Aide vehicles require mobile computing to optimize operational effectiveness.

Panasonic Toughbooks are purpose-built for the demanding conditions of law enforcement. Engineered for durability, they can withstand high vibrations, extreme temperature variations, and exposure to dust and moisture, minimizing downtime and repair costs. Featuring high-performance processors, substantial RAM, and solid-state drives, these devices deliver rapid boot times and exceptional application performance, supporting mission-critical software such as computer-aided dispatch (CAD) and records management systems (RMS).

Key features of the Toughbooks include touchscreen displays with glove compatibility for usability in varied conditions, integrated 5G LTE for reliable field connectivity, and mounting compatibility with existing patrol car systems, reducing installation costs. Security measures include biometric authentication and Trusted Platform Module (TPM) chips to safeguard sensitive data.

Operationally, the Toughbooks offer significant advantages. Their rugged design ensures reliability throughout their lifecycle, reducing total cost of ownership. The robust performance and consistent connectivity improve officer efficiency, reduce response times, and enhance situational awareness through seamless communication between dispatch and field personnel.

The MDC assignment policy assigns devices to vehicles rather than individual users, ensuring consistent technological support across the fleet. Approving this purchase will significantly enhance the operational capabilities of Extra Duty and Police Aide teams by providing reliable, secure, and high-performance mobile computing solutions.

Evaluation:

The State of Minnesota competitively solicited and awarded a contract to Panasonic North America, a Division of Panasonic Corporation of North America, for computer hardware and peripherals on behalf of the National Association of State Procurement Officials (NASPO) Valuepoint, which the State of Arizona has adopted. Mobile Concepts Technology (MCT) is an authorized Panasonic reseller allowed to sell Panasonic computer hardware accessories and services to public entities within the State of Arizona under Contract No. CTR068894. The City has a current Intergovernmental Agreement with the State of Arizona that permits the cooperative use of the NASPO Valuepoint contracts. This contract is valid through June 30, 2025.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2065.5345.0.0.0	General Fund	N/A	$118,778.00	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. CP25-053

Date: December 09, 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. WA2408.201, with Wilson Engineers, LLC, for the Brooks Crossing Water Production Facility Rehabilitation Design Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. WA2408.201 to Wilson Engineers, LLC, for the Brooks Crossing Water Production Facility Rehabilitation Design Services, in an amount not to exceed $1,144,056.20.

Background/Discussion:

This project is a continuation of the city's ongoing efforts to modernize and rehabilitate older water production facilities. The Brooks Crossing Water Production Facility (WPF), located at 1405 West Calle Del Norte, was initially constructed in 1983 and is located adjacent to Brooks Crossing Park. The WPF generally consists of a 2,000 gallon per minute on-site production well, a two million gallon above-ground steel storage reservoir, an eight million gallon per day booster pump station, and supporting equipment including a chlorinator, emergency generator, well pump-to-waste system, storage tank backfill connection, fire suppression connection for an adjacent manufacturing facility, and electrical equipment.

The city's most recent Water Master Plan ranks this facility as the highest priority due to its age. Equipment at the WPF is mostly original equipment and is nearing or has surpassed anticipated useful service life.

The project scope of work consists of conducting a condition assessment and evaluation of the existing tank and supporting equipment and design for the rehabilitation of the existing steel reservoir and supporting equipment, electrical upgrades, generator upgrade, new chlorination system, and general site improvements. The agreement completion time is 600 calendar days following Notice to Proceed.

Evaluation:

Staff recommends approval of this agreement with Wilson Engineers, LLC, based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact

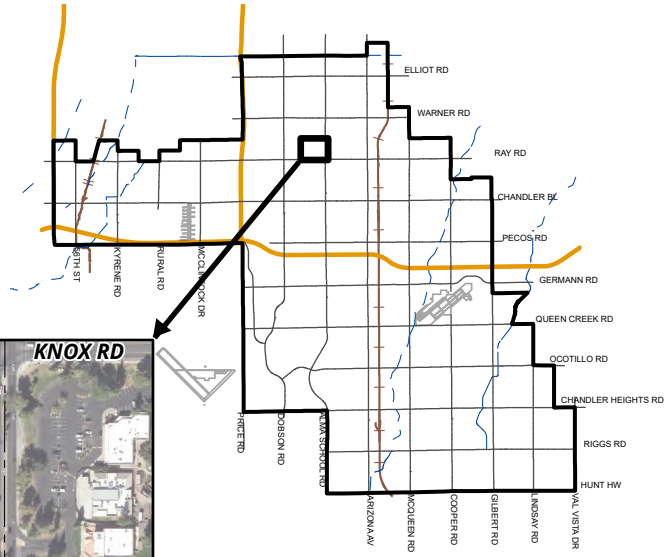
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
601.3820.6718.0000.6WA230	Water Bond	Water Production Facility Improveme	$316,159.96	Y
605.3820.6718.0000.6WA230	Water Operating	Water Production Facility Improveme	$827,896.24	Y

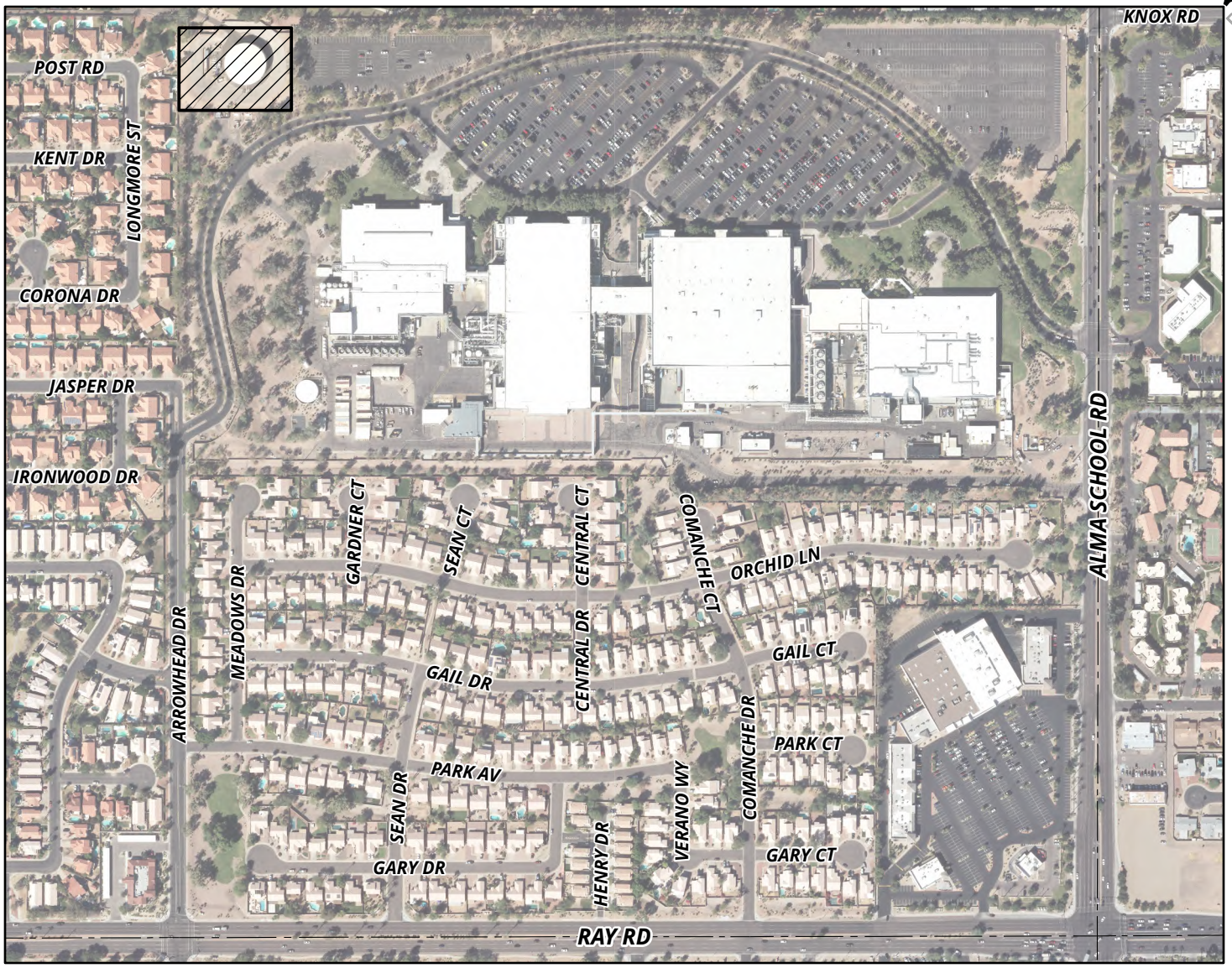
Attachments

Location Map

Agreement - Wilson Engineers, LLC

BROOKS CROSSING WATER PRODUCTION FACILITY REHABILITATION DESIGN PROJECT NO. WA2408.201





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PROFESSIONAL SERVICES AGREEMENT
Design Services
BROOKS CROSSING WATER PRODUCTION FACILITY REHABILITATION
Project No. WA2408.201
Council Date: December 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 **Wilson Engineers, LLC,** an Arizona corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide **Design Services** for **BROOKS CROSSING WATER PRODUCTION FACILITY REHABILITATION** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

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

C. City desires to enter into an Agreement with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **400** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **$1,144,056.20** 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: Sandra Story, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3588 Email: Sandra.Story@chandleraz.gov		
To Consultant:	**LEGAL COMPANY NAME:**	Wilson Engineers, LLC	
	Mailing Address:	1620 W. Fountainhead Parkway, Suite 501, Tempe, AZ 85282	
	Physical Address:	SAME	
	Statutory Agent Name:	Corporation Service Company	
	Statutory Agent Mailing Address:	8825 N. 23rd Avenue, Suite 100, Phoenix, AZ 85021	
	Statutory Agent Physical Address:	SAME	
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE		
	Name:	Alan Palmquist	
	Title:	Principal Associate	
	Phone:	480-893-8860	
	Email:	Alan.Palmquist@wilson-engineers.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"
WILSON ENGINEERS, LLC

Stephen Todd 11-11-24
Signature Date

Stephen Todd
Print Name

Principal
Title

steve.todd@wilson-engineers.com
Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

WILSON ENGINEERS

1620 West Fountainhead Parkway, Suite 501
Tempe, AZ 85282
480-893-8860 | 480-893-8968 Fax
Wilson-Engineers.com

CITY OF CHANDLER
BROOKS CROSSING WATER PRODUCTION FACILITY REHABILITATION
CITY PROJECT NO.: WA2408.201

EXHIBIT A

I. PROJECT DESCRIPTION

The City of Chandler has initiated this project to conduct a condition assessment and rehabilitation of the Brooks Crossing Water Production Facility (WPF). Brooks Crossing WPF was initially constructed in approximately 1983 and is located adjacent to Brooks Crossing Park in Chandler, Arizona. The facility provides potable water for the surrounding customers which include residential, commercial, and industrial properties. The steel reservoir is filled with potable water via an on-site groundwater well and previously from the City's potable water system via a 12" connection which is currently disconnected. The reservoir supplies potable water directly to an industrial customer to the south, as well as, a booster pump station for Chandler's potable water system. The WPF consists of the following major components:

- Two (2) million gallon steel reservoir
- Booster pump station (BPS) with four pumps and pump cans
- Submersible recirculation pump and pump can
- Tablet chlorinator in a dedicated enclosure
- Groundwater well and discharge piping
- Drain pump station with three submersible pumps
- Emergency diesel generator with an above-ground fuel tank (dual contained)
- Electrical equipment including a Motor Control Center, Service Entrance Section and an Automatic Transfer Switch
- Instrumentation equipment including a PLC/RTU

The rehabilitation and modifications planned for this project include the following, but not limited to, other miscellaneous modifications:

- Condition assessment and evaluation of the existing site and equipment.
- Rehabilitation of the existing 2 million gallon steel reservoir including the side shell, bottom plate, ventilation, reservoir mixing, access ladder and safety devices as well as structural support members.
    - Reservoir load requirements to meet AWWA D100 standard upon completion of project
    - Connections from the floor to the side wall to meet API 653 standard once corrosivity of underlying soils are confirmed
    - Up to five (5) vents provided to meet air exchange needs of filling/draining the reservoir
    - Overflow pipe sizing to be confirmed with system operation and upsized, if required
    - Up to two (2) mixing systems to be provided within reservoir
    - Booster pump station suction line(s) from reservoir to booster pump station to be modified from the side wall to bottom penetrations into the reservoir
    - System feed line to be re-connected to reservoir
- Rehabilitation of the existing BPS including below ground mechanical piping, booster pumps and motors, valves, and controls/devices.
- Rehabilitation of existing well pump-to-waste and pump discharge piping system. A new well pump will be considered for inclusion into the project.

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- Rehabilitation of the existing drain pump station which includes three submersible pumps, discharge piping and associated controls. Pump station sizing to be confirmed.
- Remove and replace the Motor Control Center, Service Entrance Section and an Automatic Transfer Switch housed in a climate-controlled building.
- Remove and replace the existing emergency generator and connect to the existing fuel storage tank.
- New liquid chlorine feed system housed in a climate-controlled FRP building. Building to include insulation meeting minimum City standards for R-value.
- General site improvements.

The Scope of Work generally encompasses the following items:

- Site investigations, data collection and equipment condition assessment.
- Alternative evaluations, cost estimates and conceptual designs and recommended approach.
- Design progress workshops to evaluate alternatives and select final approach.
- Conceptual (30%) Preliminary Design Report, Intermediate (60%) Design Documents (Drawings and Specifications), Agency Review (90%) and Final Design Documents (Drawings and Specifications).F
- Design Review workshops at the 30%, 60%, and 90% stages.
- CMAR or Design-Bid-Build project delivery support.

II. SCOPE OF SERVICES

The Design Phase engineering services to be provided under this Project are as follows:

TASK 1.0 DESIGN DEVELOPMENT

Subtask 1.1 Conduct and Attend Meetings

The Engineer will conduct meetings and/or workshops with City staff to discuss specific technical aspects of the condition assessment and design; progress in the development of the design, drawings, and specifications; and related issues that may affect Project results. The meetings or workshops will consist of the following:

- Workshops – The Engineer will conduct a total of five workshops. It is anticipated that there will be two workshops to discuss MOPOs, the assessment condition protocol, and results (Meeting Nos. 1 and 2), one workshop to discuss hydraulic modeling strategy and results (Meeting No. 3), one workshop to discuss well drilling, development and testing (Meeting No. 4) and one workshop to discuss future rehabilitation work items with the City Engineering and Plant Staff (Meeting No. 5)
- Monthly Progress Meetings – The Engineer will conduct a total of ten monthly design review and project progress meetings with City Engineering and Plant Staff (when workshops are scheduled, monthly progress will be discussed during the workshop and monthly meetings will not be held). Monthly meetings will be used to review preliminary design report, 30%, 60%, and 90% drawing reviews and CMAR cost model reviews (Meeting Nos. 6 thru 15);

The Engineer will prepare and distribute meeting agenda, presentation material, and document meeting results for each meeting and workshop.

Subtask 1.2 Data Collection and Review

As part of this Task, the Engineer shall obtain any existing equipment information that is currently in the City's database. This database will serve as the basis for development of the facility database for this project.

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The Engineer shall also use the existing project drawings and specifications to supplement the information included in the database. The Engineer will review the available documents and reports that are available to be used for the assessment phase.

Subtask 1.3 Determine Basis of Design

The Engineer will document the basis of design including the primary thought processes and assumptions behind design decisions and provide the explanations of the ideas, logic, evaluations, concepts, and criteria that are considered important to the City.

Design computations, details of connections, etc., are not required as part of the basis of design, but general computations supporting decisions such as system selection, mechanical and electrical loads, etc should be made. Documentation for the basis of design shall, as a minimum, provide the following information in narrative or tabular format:

- General site layout
- Process flow diagrams with pumps, valves, flow meters, chemical feed points, reservoir connections, etc.
- Electrical, gas, telephone and other utility information
- City or regulatory requirements for standby power
- Preliminary geotechnical information
- Initial site survey
- Chlorine building layout
- Chlorine feed – dosage, storage, feed pump(s), tanks, analyzers, etc.
- Hydraulic data – flow rates, velocity, etc.
- Process equipment selections and equipment lists
- HVAC system requirements
- Equipment requirements – size, type, and horsepower
- Electrical systems description
- Process control and instrumentation system description
- Special instruction from the City (equipment preferences, new technologies, etc.)

Subtask 1.4 Determine Site Conditions

The proposed Project site must be analyzed through a series of investigations to understand the opportunities and constraints that may be imposed upon a project and its design. The Engineer will conduct studies to evaluate existing site conditions. These studies may include, but are not limited to, geotechnical reports, land surveys, and utility surveys. This effort should identify the work site's specific location and identify factors such accessibility, environmental limitations, regulatory factors, etc., that is important considerations to the Project.

The Project and site are analyzed to determine their compatibility. The preliminary design report should present how the site analysis findings impact and are incorporated into the Project scope and cost estimate. For example, if the site analysis determines the need for storm water control, the site plan should show the potential location and the construction cost estimate should include the cost.

Subtask 1.5 Perform Asset Condition Assessment

Based on the discussions and results in the workshop from Task 1.1, the Engineer shall utilize the developed condition assessment protocol for the Brooks Crossing WPF that defines the methodology for evaluating the condition of assets, inspection requirements, testing protocols, scoring and forms that will be utilized

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for the physical and performance condition assessment of the WPF's assets. Utilizing the assessment protocol, field inspections shall be performed to obtain asset condition information. The Engineer will perform assessment of the civil, mechanical, structural, electrical and instrumentation assets at the Brooks Crossing WPF. The Engineer will keep a comprehensive spreadsheet for each assessed piece of equipment, including its age, condition, performance, reliability, and criticality. The Engineer will perform a field condition assessment of those identified assets to assign a physical and a performance condition score used to establish the remaining life of the assets. The Engineer will use the following procedures to establish the above criteria:

- Visually inspect the equipment
- Check the related equipment instrumentation to determine the asset's physical condition and operation characteristics
- Collect relevant measurements, readings, or other pertinent information deemed appropriate
- Review available repair, rebuild, and replacement records
- Consult with manufacturers as appropriate
- Inspect readily accessible parts and surfaces for any installation problems; excessive noise, vibration, or temperature; the condition of coatings; signs of wear or corrosion; and leakage of any fluids.
- For the steel reservoir, field activities to be completed during the dry inspection include:
    - Ultrasonic testing (ASTM E164-08), where warranted
    - Weld inspections (NACE SP-0178)
    - Pit depth measurements
    - Extensive dry film thickness
    - Adhesion testing (ASTM 3359)
    - Heavy metals testing, where warranted
    - Cathodic protection (CP) adequacy assessment
    - Evaluation of existing CP equipment for future potential reuse
- Inspection areas of the steel reservoir include but are not limited to the side shell, roof, roof supporting structure, bottom plate, hatches, manways, ventilation, ladders, rod bottles, and instrumentation.
- For electrical equipment, connected running loads will be verified and analyzed with respect to code, industry, and City requirements. Spare capacity will be noted for possible future usage. For equipment that is identified as overloaded, recommendations for improvements to bring the equipment into compliance will be provided.
- For SCADA communication coordinate fiber optic extension from planned Brooks Crossings Park hut to site and connection to network. Radio communication to still be utilized as a back-up system.

The field assessment will help categorize assets into groups for possible rehabilitation or replacement as part of the project or for rehabilitation or replacement as part of a future rehabilitation project. Inspections will be completed primarily by the Engineer's staff and an allowance is included for other consultants if necessary.

In order to access the required areas for inspection, it is assumed that the City will assist with removal of pumps, piping, fittings, hatches, etc. for the required inspections to take place. Additionally, any confined space entry support, including but not limited to ventilation, and rescue support is provided by the City as required. It is our understanding that the City team will ensure that contract means with a Contractor are valid when work is scheduled.

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The Engineer and/or subcontractors will perform a condition assessment of the Brooks Crossing WPF facility assets. The following table summarizes the overall facilities and associated assets to be included in the assessment as a part of this project:

Brooks Crossing WPF – Overall Equipment List Summary

1.0	**Booster Pump Station**
1.1	*Booster Pumps and Motors*
1.2	*Pump Cans*
1.3	*Recirculation Pump and Motor*
1.4	*Mechanical Piping (see 5.0)*
2.0	**Steel Reservoir**
2.1	*Side Shell and Roof Structure*
2.2	*Bottom Plate and Soil Condition*
2.3	*Coating System*
2.4	*Piping Connections (see 5.0)*
3.0	**Chlorine System**
3.1	*Chlorinator Building*
3.2	*Sodium Hypochlorite Storage and Feed System*
3.3	*Injection Points*
4.0	**Drain Pump Station**
4.1	*Submersible Pumps, Motors and Supports*
4.2	*Mechanical Piping (see 5.0)*
4.3	*Drain Pump Station Structure*
5.0	**Mechanical Piping**
5.1	*BPS Suction and Discharge Piping*
5.2	*Pump Cans*
5.4	*Well Discharge and Pump-to-waste Piping*
5.5	*Steel Reservoir Fill and Drain Piping*
5.6	*Drain Pump Station Discharge*
6.0	**Electrical and Instrumentation**
6.1	*SCADA Computer Hardware*
6.2	*Electrical Distribution*
6.3	*Electrical Systems*
6.4	*Instrumentation & Controls*
6.5	*Stand-by Generator*
7.0	**Miscellaneous**
7.1	*Sample Pumps*
7.2	*Grading and Paving*
7.3	*Site Security System*

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Subtask 1.6 Prepare Draft and Final Condition Assessment Report

The Engineer shall prepare a draft report identifying the condition assessment approach, risk analysis results, and recommended rehabilitation or replacement. The recommended rehabilitation will be based on the condition assessment results and ranked based on City and Plant Staff input. As described in Task 1.1, a series of workshops and meetings will be conducted to review the asset condition findings to develop the list of rehabilitation items. Conceptual level cost estimates will be developed for the future identified projects to create project budgets. Replacement and rehabilitation cost estimates will be based on recent project costs of similar facilities, vendor cost estimates, contractor estimates, or other recent project cost data. Costs will be presented in 2025 dollars and escalated to the projected year in which the rehabilitation project will be conducted. The Engineer will incorporate comments received from the City and prepare a final sealed version of the Asset Condition Assessment Report.

Subtask 1.7 Thirty Percent (30%) Progress Submittal

The design scheme is decided and working drawings are prepared. These 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 are ready for City review.

1. Process and hydraulic design:
   - Hydraulics: Hydraulic analysis required for design (e.g., pipeline hydraulics, pump selection, etc) is complete and calculations are checked.
   - Process: Where water process design applies (e.g., chemical dosage, specialty equipment selection, etc) all system calculations are completed and checked. Preliminary specialty equipment review is complete (e.g. chemical feed pumps, etc.).

2. Civil:
   - Existing utilities are plotted; existing facility horizontal controls and elevations are confirmed with current survey.
   - Preliminary drawings include overall site layout, large diameter pipe, yard piping and major grading elements.
   - Preliminary plan and profile sheets are prepared (as applicable for pipeline design).
   - Demolition plans, as applicable, are prepared.
   - Conceptual drawings showing drainage patterns and means for control and disposal.

3. Structural:
   - The main structural system and detailed design approach for each structural component is established.
   - Layout plan drawings and principal sections are started.
   - Preliminary plans and sections and/or renderings are prepared.

4. Mechanical (Includes equipment, plumbing, HVAC, and fire suppression):
   - Preliminary layout of major equipment completed.
   - All major equipment and piping elevations, pipe sizes, work clearances, equipment spacing, access, code requirements are shown.
   - Preliminary equipment schedule is started.
   - Preliminary piping schedule is started.
   - System flow diagrams are complete.

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- Specifications for major equipment are in draft form.

5. Electrical:
   - Preliminary single line diagrams of major distribution system and motor control centers are prepared.
   - Partial equipment control schematic diagrams are prepared.
   - Preliminary electrical plans showing locations of transformer and panel are prepared.

6. Instrumentation:
   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.
   - All instrumentation shown.
   - Process area designation, drawing and equipment numbering system identified.
   - Preliminary Process Control strategies should be complete.
   - Instrumentation and control (I&C) specifications for I&C devices should be started.

Subtask 1.8 Preliminary Facility Design Report and Cost Estimate

The Engineer shall provide a recommended preliminary design report with associated costing for the City's review along with alternate value engineering approaches or phasing options to approach the design and construction. This will be reviewed at a 30% design review workshop with City staff. The 30% design will consist of a site layout, mechanical and electrical plan sheets, and equipment cut sheets. The Engineer shall evaluate potential new water line alignments and prepare preliminary layout figures. Decisions made on the project approach shall be the basis for the 60% design phase.

The Engineer shall present the preliminary design to City Staff in the form of a MS PowerPoint Presentation or equivalent. The Engineer shall incorporate comments received from the City during the progress submittal review meetings as part of the detailed design effort.

NOTE: City to provide new booster pump station flowrate and discharge hydraulic grade elevation. The information will be utilized as the design point for facility operation. City to utilize existing groundwater well without any modifications. Hydrogeologic support services are NOT included in this scope of services.

TASK 4.0 DETAILED DESIGN

Subtask 4.1 60% Construction Documents

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 builder can recognize general building elements and requirements for construction. All comments from the 30% submittal are satisfactorily addressed. The set of drawings will include a cover sheet and an index sheet. The set of specifications will include a table of contents with not included specifications clearly identified.

- Civil:
  - All facilities are shown and located.

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- Grading plans and demolition plans are substantially complete.
- Plan sheets are substantially complete.
- Design calculations are complete.
- Draft specifications are assembled.

- Structural:
  - Steel reservoir plans are essentially complete.
  - Retaining wall plans and sections are partially complete.
  - Other structural detail plans and sections are partially complete.
  - Design calculations are complete.
  - Structural detailing is partially complete.
  - Draft specifications are assembled.

- Mechanical:
  - Mechanical plans and sections are essentially complete.
  - Mechanical details are partially complete.
  - Equipment and valves are included in equipment schedules. Piping schedules are complete.
  - Specifications for the major equipment items are essentially complete. Additional specifications are in progress.
  - Design calculations are complete.

- Electrical:
  - Single line diagrams and motor control diagrams are partially complete.
  - Power and control plans are partially complete.
  - Panel, light fixtures and cable/conduit schedules are complete.
  - Duct bank and pull box details are partially complete.
  - Lighting and receptacle plans are partially complete.
  - Specifications for major equipment items have been drafted. Additional specifications are in progress.
  - Design calculations are complete.
  - Control schematic diagrams are partially complete.

- Instrumentation:
  - P&IDs are essentially complete and tag numbers are shown.
  - SCADA equipment numbering system is identified and included per City standards.
  - Process Control Strategies are essentially complete and tag numbers are included in descriptions.
  - I & C details are partially complete.
  - Specifications for instrumentation devices are started.

Subtask 4.2 90% Construction Documents

Drawings and details in all disciplines should be complete. 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% reviews by City

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staff, any constructability reviews, and review comments from regulatory agencies must have appropriate responses or actions.

Subtask 4.3 Maricopa County / Development Services Submittal

One (1) set of the 90% plans and specifications will be submitted to Maricopa County Environmental Services Department for review. One (1) review meeting will be conducted to discuss comments received from the County as required.

For City Plan Review, one (1) set of drawings will be submitted at the 90% progress submittal for review. The site grading plan, completed in the 60% submittal, will be provided as a separate submittal to the City Plan Review to obtain early review comments. One (1) review meeting will be conducted to discuss comments received from the City Plan Review Department.

NOTE: A $5,000 allowance has been included for MCESD ATC permitting fees. It is assumed all other permit review fees will be the responsibility of the City.

Subtask 4.4 Building/Fire Code Compliance

The City requires that design and construction of new site facilities and modifications to existing site facilities be reviewed and inspected for building code compliance. Building permits are generally required for any building or construction involving plumbing, electrical, mechanical, or structural elements. Building Code compliance is determined by the Official assigned to the City of Chandler Building Permit Department.

The Engineer will continue to assist the City with the reviews and coordination of the Project with City's Building Permit Department. The reviews and coordination will require the following:

- Prepare the necessary documents and information to use during meetings with Building Permit Department;
- Prepare any follow-up reports resulting from above meetings;
- Prepare the required construction drawings to submit to Permit Department for review and respond to review comments after consulting with Water Services staff;
- Assist in obtaining any permits from the Permit Department in advance of construction.

Drawings and other documents that are submitted to Permit Department must be prepared with enough detail to show code compliance.

The Engineer will conduct a formal review meeting with the Fire Department and then submit the pre-final drawings for Fire Department review and approval. The Engineer will receive the review comments or requirements and after consulting with and advising the City Project Manager about those comments or requirements, revise the drawings and specifications and obtain Fire Department approval.

Subtask 4.5 Develop Process Control Description

The Engineer will write control descriptions of each process area to be configured in the computer control system. The Engineer will obtain information from a combination of process design personnel, contract documents, preliminary equipment supplier schematics, and City programmers for details and examples of past descriptions. The control descriptions will be coordinated with the process and instrumentation diagrams and the process design intent. The control descriptions will be guidelines for the computer control system configuration. Control descriptions will be developed to provide a process description and basic

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operating instructions that can also be used for the Operations Manual. All descriptions will be developed using Microsoft Word. The control descriptions will consist of the following:

1. Background information of the equipment and process
2. Purpose of local and computer control at the facility
3. Description of local control
4. Description of computer manual control
5. Description of computer automatic control
6. List of indicators and alarms available at the local panels
7. List of indicators and alarms available at the computer control system
8. List of trends to be recorded at the computer control system

When the control descriptions are completed for each process area, they will be submitted to the City for review. A review meeting will be held with the City to obtain comments. The control descriptions will be revised in response to City comments and submitted to the City for their use.

Control descriptions will be developed for areas that require control via SCADA and that are being rehabilitated or modified. Control descriptions will be developed as required for the following facilities:

- Booster Pump Station
- Groundwater Well
- Chlorine Feed Facility

Subtask 4.6 Final (100%) Submittal

Drawings and specifications should be complete and accepted by the City and incorporate any comments and changes required from reviews by the MCESD and City's Building Permit Department. All construction documents should be complete and ready for construction pricing of the work.

TASK 5.0 PROJECT DELIVERY METHOD ASSISTANCE

Subtask 5.1 Project Delivery Method Assistance

The ENGINEER will assist the City with the CMAR or Design-Bid-Build project delivery method. The ENGINEER's effort to coordinate with the CM at Risk or Design-Bid-Build project delivery method will consist of:

CMAR Delivery Method:

- 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 conducted by CM at Risk;
- Assist and review during GMP/cost development;
- Perform GMP/cost proposal review and prepare recommendation to City;
- Assist City with review of the subcontractor/supplier bid and selection process.

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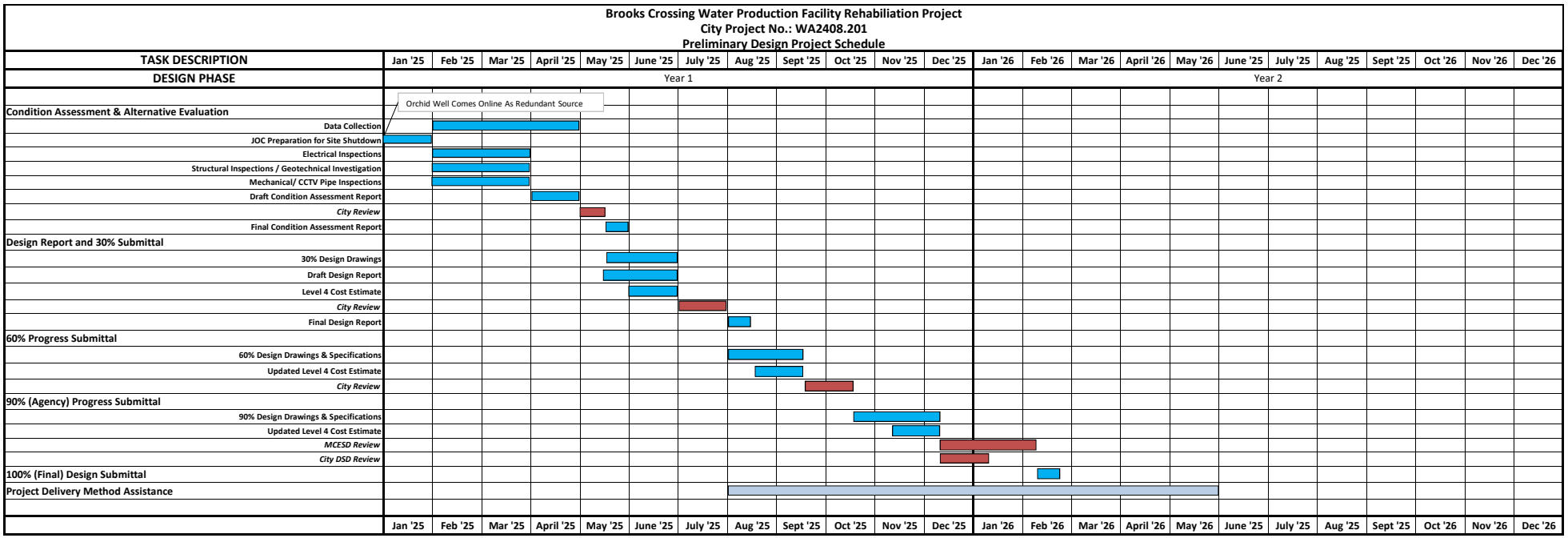
Design-Bid-Build Delivery Method:

- Modify Contract Documents to assist in facilitating design-bid-build project delivery.
- Prepare and complete modifications to bid item list based on comments received from the City.
- Attend pre-bid conference to answer questions pertaining to the Contract Documents.
- Receive and respond to bidder inquiries after each pre-bid conference.
- Review equipment submittals presented for prior approval (according to the City's requirements) and prepare addenda required to clarify or modify the Contract Documents.
- Attend each bid opening, review bids, and make recommendation for award.

+ END SCOPE OF SERVICES +

Brooks Crossing Water Production Facility Rehabiliation Project
City Project No.: WA2408.201
Preliminary Design Project Schedule



CITY OF CHANDLER
BROOKS CROSSING WPF
REHABILIATION PROJECT

SHEET LIST

Sheet No.	Drawing No.	Description
1	G-1	Cover Sheet
2	G-2	General Notes 1
3	G-3	General Notes 2 and Sheet Index
4	G-4	Legends, Symbols, and Abbreviations
5	G-5	Vicinity Map
6	G-6	Site Process Flow Diagram
7	G-7	Survey Control Sheet
8	D-1.0	Overall Demolition View of WPF
9	D-2.0	WPF Site Demolition
10	D-3.0	Demolition Building Elevations
11	D-4.0	Demolition Piping and Equipment Plan
12	D-5.0	Demolition Reservoir Plan and Sections
13	D-6.0	Demolition Drainage Pump Station Plan and Sections
14	D-7.0	Demolition Well Plan and Sections
15	D-8.0	Demolition Electrical System Plan and Sections
16	D-9.0	Demolition Photos 1
17	D-10.0	Demolition Photos 2
18	C-1.0	Piping Plan and Profile 1
19	C-2.0	Piping Plan and Profile 2
20	C-3.0	Piping Plan and Profile 3
21	C-4.0	Grading and Drainage Plan
22	A-1.0	Prefabricated Building Plan
23	A-2.0	Prefabricated Building Sections
24	P-1.0	WPF 3D Rendering
25	P-2.0	Reservoir Lower Layout
26	P-3.0	Reservoir Upper Layout
27	P-4.0	Reservoir Sections 1
28	P-5.0	Reservoir Sections 2
29	P-6.1	Booster Pump Station Plan
30	P-6.2	Booster Pump Station Sections
31	P-7.0	Well Plan and Sections
32	P-8.0	Drainage Pump Station Plan and Sections
33	P-9.0	Chemical Feed Plan and Sections
34	P-10.0	Site Signage Details
35	P-11.0	Civil and Mechanical Details 1
36	P-11.1	Civil and Mechanical Details 2
37	P-11.2	Civil and Mechanical Details 3
38	P-11.3	Civil and Mechanical Details 4
39	P-11.4	Civil and Mechanical Details 5
40	P-11.5	Civil and Mechanical Details 6
41	S-1.0	General Structural Notes 1
42	S-2.0	General Structural Notes 2
43	S-3.0	Overall Plan
44	S-4.0	Reservoir Demolition Plan
45	S-5.0	Reservoir Roof Framing Plan
46	S-6.0	Reservoir Floor Plan
47	S-7.0	Booster Pump Plan and Repair Details
48	S-8.0	Well Plan

CITY OF CHANDLER
BROOKS CROSSING WPF
REHABILIATION PROJECT

SHEET LIST

Sheet No.	Drawing No.	Description
49	S-9.0	Roof Framing Sections and Details
50	S-10.0	Roof Truss Specifications
51	S-11.0	Reservoir Sections and Details
52	S-12.0	Structural Details 1
53	S-12.1	Structural Details 2
54	S-12.2	Structural Details 3
55	H-1.0	Building HVAC System Plan
56	H-1.1	Building HVAC System Details
57	E-1.0	Electrical Abbreviations
58	E-2.0	Electrical Symbols and Legend
59	E-3.0	Single Line Diagram
60	E-4.0	Load Summaries
61	E-5.0	Panel Schedules and Calculations
62	E-6.0	Electrical Site Plan
63	E-7.0	Electrical Distribution Equipment Enlarged Power and Lighting Plan
64	E-8.0	Reservoir Enlarged Power Plan
65	E-9.0	Booster Pump Station Enlarged Power Plan
66	E-10.0	Drain Pump Station Enlarged Power Plan
67	E-11.0	Well Enlarged Power Plan
68	E-12.0	Chlorine Feed System Power and Lighting Plan
69	E-13.0	Schematic Diagram 1
70	E-14.0	Schematic Diagram 2
71	E-15.0	Schematic Diagram 3
72	E-16.0	Schematic Diagram 4
73	E-17.0	Power Conduit Block Diagram 1
74	E-18.0	Power Conduit Block Diagram 2
75	E-19.0	Control Conduit Power Diagram 1
76	E-20.0	Control Conduit Power Diagram 2
77	E-21.0	Electrical Details 1
78	E-21.1	Electrical Details 2
79	I-1.0	Instrumentation Symbols and Legend
80	I-2.0	Instrumentation Extensions
81	I-3.0	Reservoir P&ID
82	I-4.0	Booster Pump Station P&ID
83	I-5.0	Well Pump P&ID
84	I-6.0	Chlorine Feed System P&ID
85	I-7.0	System Communication Architecture

EXHIBIT "B"
COMPENSATION AND FEES

City of Chandler
Brooks Crossing Water Production Facility
City Project No.: WA2408.201
EXHIBIT "B-1"
Cost Plus Reimbursible Per Task

WILSON ENGINEERS

TASK DESCRIPTION			SUBTOTAL
1. Design Development			**$ 357,015.00**
	Conduct and Attend Meetings	*$ 15,450.00*	
	Data Collection and Review	*$ 13,660.00*	
	Determine Basis of Design	*$ 16,440.00*	
	Determine Site Conditions	*$ 21,260.00*	
	Perform Asset Condition Assessment	*$ 29,700.00*	
	Prepare Draft and Final Condition Assessment Report	*$ 33,725.00*	
	Thirty Percent (30%) Progress Submittal	*$ 186,470.00*	
	Preliminary Facility Design Report and Cost Estimate	*$ 40,310.00*	
2. Detailed Design			**$ 553,090.00**
	60% Construction Documents	*$ 187,680.00*	
	90% Construction Documents	*$ 214,400.00*	
	Maricopa County / Development Services Submittal	*$ 11,530.00*	
	Building / Fire Code Compliance	*$ 6,260.00*	
	Develop Process Control Description	*$ 28,790.00*	
	Final (100%) Submittal	*$ 104,430.00*	
3. Project Delivery Method Assistance			**$ 43,050.00**
	Project Delivery Method Assistance	*$ 43,050.00*	
4. Other Direct Costs			**$ 90,901.20**
	Geotechnical Investigation	*$ 35,000.00*	
	Topographic Survey	*$ 8,360.00*	
	Coatings Inspection	*$ 2,200.00*	
	Reservoir Floor Magnetic Flux Leakage Testing	*$ 12,841.20*	
	CCTV Inspections	*$ 22,500.00*	
	Reimbursable Expenses (Permit Fees, Printing etc)	*$ 10,000.00*	
5. Owner's Allowance			**$ 100,000.00**
	TOTAL COST:		**$ 1,144,056.20**

City of Chandler
Brooks Crossing Water Production Facility
City Project No.: WA2408.201
EXHIBIT "B-2"
Hours and Rates

WILSON ENGINEERS

	Principal	Sr. PM	Sr. PM (E/I, Str.)	Sr. Engr.	Project Engineer	Lead EI&C	CADD Technicians	Admin	< PROJECT ROLE
	Uday Gandhe	*Alan Palmquist*	*Mike Churchill, Jaco Kruger, Chris Yarn*	*Brandon Olson, Ray Pulver*	*Majid Zarif, Andrea Amavisca, Mikalie Caldwell*	*Elvin Rombaoa, Sai Chilakalapudi*	*Kam Casey, Diana Evangelista, Amber Andrade, Erin Begay, Calvin Gonzales*	*Brandy Nixon, Paulina Domingez, Amiee Dunneback*	*< NAME OF PERSON*
	$ 265.00	$ 245.00	$ 225.00	$ 205.00	$ 190.00	$ 170.00	$ 125.00	$ 95.00	< HOURLY RATES
TASK DESCRIPTION									**TOTAL HOURS PER TASK**
1. Design Development	**15**	**110**	**90**	**384**	**635**	**308**	**404**	**38**	**1984**
Conduct and Attend Meetings	10	16	8	16	15			10	*75*
Data Collection and Review		8		20	40				*68*
Determine Basis of Design		16		24	40				*80*
Determine Site Conditions		8	12	24	40	24			*108*
Perform Asset Condition Assessment		15	15	30	60	30			*150*
Prepare Draft and Final Condition Assessment Report	1	15	15	30	60	30	24	8	*183*
Thirty Percent (30%) Progress Submittal	2	20	24	200	300	200	340	12	*1098*
Preliminary Facility Design Report and Cost Estimate	2	12	16	40	80	24	40	8	*222*
2. Detailed Design	**18**	**182**	**130**	**570**	**950**	**600**	**560**	**54**	**3064**
60% Construction Documents	4	80	60	200	300	200	160	16	*1020*
90% Construction Documents	4	40	40	240	360	240	280	12	*1216*
Maricopa County / Development Services Submittal	2	8		20	24			4	*58*
Building/Fire Code Compliance		4		10	16			2	*32*
Develop Process Control Description	4	10	20	20	50	40		4	*148*
Final (100%) Submittal	4	40	10	80	200	120	120	16	*590*
3. Project Delivery Method Assistance	**2**	**16**	**8**	**64**	**80**	**16**	**40**	**8**	**234**
Project Delivery Method Assistance	2	16	8	64	80	16	40	8	*234*
4. Other Direct Costs	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
5. Owner's Allowance									
TOTAL HOURS:	35	308	228	1018	1665	924	1004	100	**5282**

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

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

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

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

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

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

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

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

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

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

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

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

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

3. Additional Policy Provisions Required.

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

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

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

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

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

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

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

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

3.2. *Insurance Cancellation During Term of Agreement.*

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

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

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

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

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

EXHIBIT "D"
SPECIAL CONDITIONS

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

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, field notes, tracings, studies, investigations, design analyses, original drawings, original mylars, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of City and are to be delivered to the Project Manager before the final payment is made to Consultant. In the event these Documents are altered, modified or adapted without the written consent of Consultant, which consent Consultant must not unreasonably withhold, City agrees to hold Consultant harmless to the extent permitted by law from the legal liability arising out of City's alteration, modification or adaptation of the Documents.

Re-use of Documents. The parties agree the documents, drawings, specifications and designs, although the property of City, are prepared for this specific project and are not intended nor represented by Consultant to be suitable for re-use for any other project. Any re-use without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

Documents to Bear Seal. Consultant and its subconsultants must endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law.

1. Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker from Consultant's firm must not be allowed to begin work in any City facility without: (A) The prior completion and City's acceptance of the required background screening; and (8) 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 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.

2. Badges. After receipt of the badge application, the Contract Worker will proceed to the Badging Office for processing of the badge application and issuance of the badge. City will not process the badge application until the Contract Worker satisfies the required Background Screening (as defined herein). The Contract Worker must comply with all requirements and furnish all requested information as requested by the Badging Office. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

3. 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 Consultant for each key issued.

4. Stolen or Lost Badges or Keys. Consultant must report lost or stolen badges or keys to City immediately. A new badge application or key issue form must be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.
5. Return of Badges or Keys. All badges and keys are the property of City and must be returned to City at the Badging Office within one (1) business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Consultant must 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.

6. Consultant's default under this Section must 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 Consultant submits false information or negligently submits wrong information to City to obtain a badge, key or applicable Background Screening; or (5) Consultant 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. Consultant 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, Consultant agrees to properly cure any default under this Section within three (3) business days from the date notice of default is sent by City. The parties agree that Consultant's failure to properly cure any default under this Section must constitute a breach of this Section. In addition to any other remedy available to City at law or in equity, Consultant must be liable for and must pay to City the sum of one thousand dollars ($1,000.00) for each breach by Consultant of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to City at the time and making of this Agreement in the event that Consultant breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving City's actual damages in the event that Consultant breaches this Section. The parties further agree that three (3) breaches by Consultant of this Section arising out of any default within a consecutive period of three (3) months or three (3) breaches by Consultant of this Section arising out of the same default within a period of twelve (12) consecutive months will constitute a material breach of this Agreement by Consultant and 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.

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.

September 20, 2024
Mr. Brandon Olson
Wilson Engineers
1620 West Fountainhead Parkway, Suite 501
Tempe, AZ 85282

RE: City of Chandler Brooks Crossing BPS Pipeline CCTV Inspection

Mr. Olson,
Thank you for the opportunity to provide closed circuit televising (CCTV) inspection services for the City of Chandler's pipes and pump cans at the Brooks Crossing Booser Pump Station (Attachment A). AMKA Services will be utilizing a Deep Trekker A-150 Pipe Crawler (Attachment B) that is potable water dedicated and can be utilized in 8-inch and larger pipelines. It is understood that the following pipelines sizes and distances will be completed as part of this inspection:

Area	Diameter	Quantity		Type
	IN	LF	EA	
BPS Suction	24	100		Potable
Pump Can	20		5	Potable
BPS Discharge	16	75		Potable
Well Discharge	12	40		Potable
Reservoir Fill	12	150		Potable
Well PTW	18	140		Non-Potable
Reservoir Drain	16	25		Non-Potable
Drain PS	18	175		Non-Potable

The deliverable from the inspection of these pipelines will be a link to a cloud-based digital file of the completed video footage captured during these inspections, as well as a technical memo summarizing the data captured and recommendations for addressing any defects.

In order to complete this work, the following items are assumed to be completed by others:

- Access into site and buildings
- Pipeline dewatering and cleaning (if necessary)
- Removal of pump or blind flanges on pump cans
- Excavations or mechanical work to gain access into pipes
- Access into vaults and confined space support

AMKA Services
70 South Val Vista Drive Suite A3 – 487 Gilbert, AZ 85296
602-228-5040 | mike@amkaservices.com
AZ ROC: 342285

The proposed costs for the items noted in this proposal includes the following items:

Task	Unit Cost	Quantity	Cost
Mobilization	$5,000/each	1 each	$5,000.00
Inspection of Pipelines and Pump Cans Using Potable Water Camera	$12,500/each	1 each	$12,500.00
Technical Memo	$5,000/each	1 each	$5,000.00
	Total Cost (tax exempt)		**$22,500.00**

Assumptions, Terms, and Conditions:

- Net 30 days payment terms
- Permits by others (if necessary)
- Project is tax exempt

It is expected this work will be completed in January 2025 and that

We thank you for the opportunity to provide this proposal for inspection services for Wilson Engineers and your client the City of Chandler. If you have any questions, please feel free to contact me at 602-228-5040.

Respectfully submitted,

Mike Ambroziak

Mike Ambroziak, P.E.
Principle
AMKA Services

AMKA Services
70 South Val Vista Drive Suite A3 – 487 Gilbert, AZ 85296
602-228-5040 | mike@amkaservices.com
AZ ROC: 342285

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

35+ YEARS

September 20, 2024
Proposal No. 12PHX02-06125

Mr. Brandon Olson, PE
Assistant Project Manager
Wilson Engineers
1620 West Fountainhead Parkway, Suite 501
Tempe, Arizona 85282

Subject: Proposal to Provide Geotechnical Engineering Services
Brooks Crossing Water Production Facility Improvements
1345 West Calle Del Norte
Chandler, Arizona

Dear Mr. Olson:

Ninyo & Moore is pleased to submit this proposal to provide geotechnical engineering services for the above-mentioned project. This proposal is based on the information that we received from your office. It outlines our scope of services, project assumptions, anticipated schedule, and fee for this project.

SITE AND PROJECT DESCRIPTION

The project site is located within the existing Brooks Crossing Water Production Facility at 1345 West Calle Del Norte in Chandler, Arizona, and include various improvements to the facility. These improvements will generally include replacing the underground booster pump station piping; providing a new electrical/chemical building; and rehabilitating/replacing the reservoir pending findings of a future condition assessment.

SCOPE OF SERVICES

Our scope of services for this project is summarized below:

- Obtain permission from the City of Chandler to access the site to conduct our field work.
- Perform a site reconnaissance and conduct geological mapping.
- Review available published geotechnical data and aerial photographs applicable to the project site.
- Conduct a site visit to select and mark out the proposed boring locations.

- Contact Arizona 811 to evaluate underground utilities at our proposed boring locations.

- Perform a geotechnical exploration, which will include the excavating up to six soil borings extended up to 50 feet below the ground surface. The borings will be advanced with a truck mounted drill rig using hollow-stem augers.

- Collect soil samples in the borings for laboratory testing and analysis. The boreholes will be backfilled with soil spoils. Ninyo & Moore personnel will log the borings in general accordance with the Unified Soil Classification System and ASTM D2488 by observing cuttings and split-spoon samples. The soil samples will be transported to a Ninyo & Moore laboratory for testing.

- Perform laboratory testing that will evaluate the on-site soil's index, strength, and chemical characteristics.

- Prepare a geotechnical report to include logs of the exploratory borings and results of the laboratory testing. The report will include a cover letter sealed by a Professional Engineer licensed in the State of Arizona. The report will include the following:

    - Site vicinity map and boring plan map;

    - Description of work scope, laboratory, and field procedures;

    - Encountered subsurface soil and groundwater conditions;

    - General seismic characteristics in accordance with International Building Code;

    - Geologic hazards;

    - Excavation characteristics of on-site soils;

    - Excavation side slope stability;

    - Vertical shoring guidelines;

    - Earthwork factors;

    - Potential for re-use of on-site soils;

    - Alternatives for storage tank subgrade improvement preparation measures; including the use of geogrid to help reduce settlement estimates (if needed);

    - Recommendations for special soil conditions such as expansive, collapsible, or highly compressible soils;

    - Allowable net soil bearing pressures for spread foundations and recommended dimensions and depths;

    - Estimated settlements (total and differential settlements) for the recommended foundation types and sizes;

    - New pavement sections for various traffic volumes and recommendations for pavement construction for parking lots, light truck traffic and heavy truck traffic;

- Recommendations relative to site drainage;
- Active and at-rest pressures for design of freestanding and restrained retaining walls and passive pressures for resisting lateral loads;
- Guidelines relative to the design of retaining walls; and
- Discussion of soil corrosivity to steel and concrete.

ASSUMPTIONS

We have made the following assumptions in the preparation of this proposal:

- The site is accessible to normal, two-wheel drive, truck-mounted drilling equipment.
- Some ground disturbance should be expected as a result of our field work.
- No traffic control measures will be needed for this project.
- Ninyo & Moore will not need to obtain any environmental clearance as a part of this project.

SCHEDULE

We are prepared to initiate this project immediately and could begin the field work immediately. The fieldwork should be finished within four to six weeks from notice-to-proceed. We anticipate issuing our report within about 10 to 12 weeks from the date we receive notice-to-proceed. Preliminary recommendations can be provided about one week after the field work is done.

FEE

We propose to perform the geotechnical work scope described above for a fee of $35,000 (Thirty-Five Thousand Dollars). The fees are based on the scope of services presented above and our understanding of the project. Any additional services, not included in the aforementioned scope, will be charged on a time-and-materials basis in accordance with our current Schedule of Fees. To authorize our services, please sign and return the attached Work Authorization and Agreement.

PNL
An ETS Company
Phoenix National Laboratories, LLC
941 S. Park Lane, Tempe, AZ 85281
P: 602.431.8887 • www.pnltest.com

STANDARD SERVICES AGREEMENT

PNL REF. #:	24-241272	**DATE:**	Friday, September 20, 2024
CLIENT NAME:	Wilson Engineers		
BILLING ADDRESS:	1620 W. Fountainhead Pkwy Suite 501	**PRIMARY:**	480-893-8860 Ext. 8330
	Tempe, AZ 85282	**OTHER:**	602-245-9737
ATTN:	Chris Yarn	**MOBILE:**	602-245-9737
EMAIL ADDRESS:	cyarn@wilson-engineers.com		
PROJECT NAME:	Brooks Crossing Tank MFL		
SERVICE LOCATION:	1345 w. Calle Del Norte, Chandler, AZ 85224		
TYPE OF SERVICE:	Nondestructive		
APPROX. SERVICE DATE:	2025		
CODE/STANDARD:	API 653		
ACCEPT. CRITERIA:	API 653		
SPECIFICATION:	API 653		
PNL PROCEDURE(S):	MFL-1-Magnetic Flux Leakage of Tank Floors		

We have prepared the scope of services and fees based on our telephone conversation.

This agreement is in accordance with our standard Schedule(s) of Services and Fees at the time of issue. Services, Fees, and quantities are estimates only based on our understanding of the project and may vary up or down depending upon project schedules, results of inspections or tests, and actual end amount of services required. Additional services requested will be billed in accordance with our current services and fee schedule at the time of request. We will bill only for services provided. General Conditions of Service Contract form an integral part of this agreement. Client or Client's representative may authorize services under this agreement in any of the following ways:

a) by returning a signed copy of this agreement, or
b) by issuance of a purchase order, contract, notice to proceed, or other written authorization referencing this agreement, or
c) providing verbal consent to PNL's authorized representative to initiate service. A written authorization referencing this agreement must be received within three (3) days.

PNL will only initiate services as directed by one of the conditions above.

Respectfully,

PHOENIX NATIONAL LABORATORIES, LLC.

Matt Sorce
Advanced NDE Supervisor

PNL
An ATS Company
Phoenix National Laboratories, LLC
941 S. Park Lane, Tempe, AZ 85281
P: 602.431.8887 • www.pnltest.com

CLIENT: Wilson Engineers
PROJECT: Brooks Crossing Tank MFL

PNL REFERENCE NO: 24-241272

SCOPE OF SERVICES

Provide inspection services as follows:

Description of Tank(s) to be examined	Tank Material:	Carbon Steel
	Diameter:	120’
	Floor Thickness:	Unknown - ½" maximum
	Internal Liner/Thickness:	Unknown
	Total Number of Plates:	Unknown
	Floor Obstructions:	Unknown
Type of Inspection	☒ Mapped ☐ Manual	
Details of Services	Perform MFL screening on the floor plate to the fullest extent possible. Floors with existing patch plates, supports, mounts, etc. will have a more limited inspection due to the part geometry. All plates are to have manual UT scan/thickness measurements at dead zones (plate corners and plate edges). All limited areas of suspect bottom side or topside corrosion will have a UT and VT prove up to verify the remaining wall thickness.	
Floor Cleaning	All tank content including water shall be 100% removed from the inside of the tank prior to the inspection besides the designed interior coating. PNL recommends that all the floor surface area be sandblasted to a SSPC-SP6 condition. Scale and other remnant materials left on the tank floor surface can slow down tank inspection with false calls or could mask potential small diameter indications with deep depths.	
Accessibility to the areas requiring examination	Client is to provide access to the areas including ladders, scaffolds, lifts where required.	
Project Schedule and Number of Callouts expected	PNL estimates 40 hours, portal to portal to examine the tank. Various factors will effect the actual time needed including floor cleanliness, floor flatness, and number of indications found. Each tank will have an additional eight hours of reporting time. All time will be billed on a time and material basis. Quoted time is based on an estimation that the floor is cleaned properly, does not have complex floor geometry, and has minimal indications. The general process is as follows: Examine floor for adequate cleaning. Measure each floor plate and input data into MFL software program. Lay out plates with reference marks. Linear plate scans using Mark IV unit. Radial floor scans using Mark IV Edge unit. Review data/mark areas for UT prove up. Perform UT prove ups (limited depending on number of indications) Prepare final report.	
Safety Concerns	PNL will perform work in a safe manner and in accordance with our safety manual and any additional on site safety criteria provided to us during safety orientations. Entry into the tank will be in accordance with Client’s confined space entry and permit program. Client to provide all air monitoring, ventilation, and rescue service where needed. Pre-task safety reviews will be conducted daily by our personnel.	

PNL
An ATS Company
Phoenix National Laboratories, LLC
941 S. Park Lane, Tempe, AZ 85281
P: 602.431.8887 • www.pnltest.com

CLIENT: Wilson Engineers
PROJECT: Brooks Crossing Tank MFL

PNL REFERENCE NO: **24-241272**

REPORTING

Reports will be generated in the field and submitted to Client's designated field contact or appropriate contractor, if available, at the completion of the work each day. These reports are preliminary, subject to review by PNL's Project Manager (PM). If there are any questions or discrepancies on the field generated report(s), the PNL PM shall be contacted for disposition. Reviewed and approved reports will be submitted electronically to the Client's specified distribution list in PDF format. The reviewed reports may be either handwritten or typed. Approved reports will also be submitted with invoicing, either electronically or hard copy as directed by Client. Client also takes responsibility to review the content of the reports for accuracy and to report any discrepancy in a timely manner to the PNL PM.

SCHEDULE OF FEES

PAY ITEM	DESCRIPTION	QTY	PRICE	COST
224S.NDE.2.R	Hours, Two man NDE Crew, Regular	32	$219.00	$7,008.00
224S.NDE.2.O	Hours, Two man NDE Crew, Overtime	8	$295.65	$2,365.20
224S.PV	Day, Light Equipment Vehicle - Local Area	4	$125.00	$500.00
224S.MFL.MARK IV	Day, MFE Mark IV Magnetic Flux Leakage Floor Scan equipment	4	$325.00	$1,300.00
224S.UTPA.MX-X.DAY	Day, Olympus Omniscan MX-X with encoding scanner	4	$189.00	$756.00
224S.NDE.R	Hours, Nondestructive Examination Technician, Regular, Reporting	8	$114.00	$912.00
			TOTAL	$12,841.20

PAYMENT TERMS: Due on Receipt

This proposal is valid for 90 days at which time a review may be required (see remarks).

REMARKS: Services and fees not listed will be quoted upon request. Work will be performed in accordance with the purchase order provided by the client. If no purchase order is provided, services will be performed as otherwise agreed upon. Rates for field services are portal to portal and apply to any shift with 24-hour notification given. A minimum charge of 4 hrs. will be applied to all radiographic field services. A minimum charge of 3 hrs. will be applied to all other metro-area field services. A minimum charge of 8 hrs. will be applied to all out-of-town services each day. Overtime rates will be applied at 1.35x the hourly rate for services provided more than 8 hrs. per day, Saturday, Sunday, and Holidays. Emergency services with less than 24 hrs. notification during normal weekdays (M-F) will be charged at 1.35x the hourly rate. Emergency services on the weekend or holidays will be charged at 1.7x the hourly rate. Standby time due to delays beyond our control and travel time portal to portal will be charged at the applicable rate. Jigs, fixtures, calibration blocks, transducers, probes unique to a job and equipment rentals will be charged at cost+15%. For lab services, a minimum lab charge of $150 may apply depending on the complexity of the testing requested. Results will be provided within normal laboratory procedures outlined in the scope of services. If requested & workload permits, expedited services are available for an additional charge. The unit rates are valid for one (1) year from the proposal date. A 5% processing fee will be applied to credit card payments equal to or greater than $500. Services & fees subject to the General Conditions of Service Contract.

RFI CONSULTANTS LLC

NACE Certified Coating Inspectors & Protective Coatings Specialists
Veteran Owned & Operated

Date: September 19, 2024

To,
Brandon Olson P.E., Assistant Project Manager
Wilson Engineers
1620 W. Fountainhead Pkwy, Suite 501
Tempe, AZ 85282

From:
RFI Consultants LLC
2225 West Speer Trail
Phoenix AZ 85086

Sub: Chandler Books Crossing WPF - 2 MG Water Tank Inspection
Proposal for Coating System Assessment

RFI Consultants LLC is pleased to provide a proposal for the coating system assessment of the interior and exterior of the above subject tank. Assessment procedures will be in completed in accordance with applicable NACE, SSPC, AWWA, ISO or ASTM Standards.

Steel Water Tank
Evaluation: Can consist of one or more of the following:

- Visually inspect the coating system and the structure looking for defects, potential defects, non-compliant items.
- ASTM D 714 (Standard Test Method for Evaluating Degree of Blistering of Paints)
- ASTM D 610 - Standard Practice for Evaluating Degree of Rusting on Painted Steel Surfaces.
- SSPC-PA2 - Procedure for Determining Conformance to Dry Coating Thickness Requirements
- ASTM D4138 - Standard Practices for Measurement of Dry Film Thickness of Protective Coating Systems by Destructive, Cross-Sectioning Means.
- NDT - UTG Readings for Steel Thickness
- Use of pit gauge
- ASTM D 3359 Method A (Measuring Adhesion by Tape Test)
- ASTM D 6677 (Evaluating Adhesion by Knife)

Provide written coating system assessment with photographs

RFI CONSULTANTS LLC

NACE Certified Coating Inspectors & Protective Coatings Specialists
Veteran Owned & Operated

Rate:
Dry Reservoir Coatings Inspection Price: $1,200.00
Optional: NDT - UTG Readings for Steel Thickness: Roof Plates: $1,000.00

Notes:

- Minimum 48 hours notice for all inspections
- Responsibilities for cleaning out of the infrastructure for assessment to be provided by others
- Responsibilities for accessibility, confine space entry and exit, equipment, permits and all other related confine space procedures to be provided by others.
- RFI will provide our own safety harnesses, PPE clothing, respirators, monitors etc as required.

We appreciate the opportunity to be of service and looking forward to working on the project. If you have any questions, please do not hesitate to call us at 480-560-7182 or send us an e-mail at eric_rfi@yahoo.com

Respectfully Submitted

Eric Brackman

Eric Brackman
RFI Consultants LLC
NACE CIP & PCS Lead Instructor
NACE CCI Level 3 w/ Bridge #14458
NACE PCS #14458
NASSCO Certified Manhole Rehab Inspector
ArmorLok Certified Protective PVC Liner Inspector

2225 West Speer Trail Phoenix AZ 85086
CELL: 480-560-7182 FAX:602-674-3055 E-MAIL: eric_rfi@yahoo.com

WOOD PATEL

Civil Engineering
Water Resources
Land Survey
Construction Management

1630 S Stapley Dr #219
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Daniel W. Matthews, PE
Ronald J. Barbala, PLS, CFedS
Ethan A. Boyle, PE
Frank M. Koo, PE
Gabriel S. Rios, RLS
John G. Ritchie, PE
Derek C. Nichols, PE
John M. Bulka, PE
Daniel J. Cronin, PMP
James G. Taillon, CFM
Joseph C. Daconta, PE, CFM, PH, PMP
Steven C. McKee, PE
Brian J. Diehl, RLS
Matthew R. Pruitt, PE, CFM
Isaac J. Thomas, PE, CFM
Wilson Begay, RLS
Anthony K. Humphrey, PE
Zachary Radovich, PE
Venkata S. Bayareddy, PE, CFM
Aaron K. Feldberg, PE
Joseph R. Davis, RLS
Robert Knott, RLS
Jett M. Thies, PE
Clint Morris, PE
Lane Thompson, PE

EMERITUS
Darrel E. Wood, PE, RLS
Ashok C. Patel, PE, RLS

September 18, 2024

Mr. Alan Palmquist, PE
Wilson Engineers
1620 West Fountainhead Parkway, Suite 501
Tempe, Arizona 85282

602.821.8666
Alan.Palmquist@wilson-engineers.com

Re: **Brooks Crossing Water Production Facility Rehabilitation**
Topographic Survey Agreement
Chandler, Arizona

Dear Mr. Palmquist:

Wood, Patel & Associates, Inc. (WOODPATEL) is pleased to provide **Wilson Engineers** (Client) with this Topographic Survey Agreement for the above-referenced site located northwest of the NXP Semiconductor site per the attached exhibit.

SCOPE OF SERVICES

1. Topographic Survey

We will prepare a Topographic Survey for this site with contours and spot elevations based on City of Chandler datum. We will field locate surface evidence of utilities and other features within the walls of the facility. We will plot the boundary of the parcel based on Document 1983-0340960 as noted on the County Assessor's GIS website.

The survey shall be performed to the appropriate standards of precision and accuracy consistent with local practice and the requirements of law. The survey shall employ proper field procedures, instrumentation, and adequate survey personnel in order to achieve these accuracies.

As necessary, we will coordinate our work with Mr. Palmquist. An electronic AutoCAD file will be submitted for Client's use and a Control Map will be prepared at Client's request.

FEE SUMMARY

1.	Topographic Survey	$8,360
	TOTAL	$8,360

EXHIBIT “F”
FEDERAL REQUIREMENTS

N/A

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. ST25-013

Date: December 09, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: John McFarland, Transportation Manager
Subject: Agreement No. PW5-745-4849, with Choice Maintenance & Asphalt Services, LLC, for Asphalt Rubber Crack Seal Services

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Proposed Motion:

Move City Council approve Agreement No. PW5-745-4849, with Choice Maintenance and Asphalt, LLC, for asphalt rubber crack seal services, in an amount not to exceed $620,000, for a one-year term, January 1, 2025, through December 31, 2025.

Background/Discussion:

The Transportation Division has an established pavement management restoration and repaving program that addresses the preventative maintenance and rehabilitation needs for city-maintained roadway sections. This program includes various seals that focus on roadway sections that are in satisfactory condition. Crack sealing protects the pavement structure by sealing cracks and preventing water penetration from deteriorating the roadway base. The crack seal process is accomplished by cleaning out the cracks with compressed air and then filling them with crack sealant. The city provides the crack sealant to save on crack fill material costs and the recommended contractor will provide application.

This agreement will provide labor and equipment to supplement Transportation Division staff efforts. The agreement will address approximately 2,500,000 linear feet of crack sealant on roadway sections and includes traffic control.

Evaluation:

On September 25, 2024, city staff issued a Request for Proposal for asphalt rubber crack seal services. Notification was sent to all registered vendors. Ten responses were received from the following offerors:

1. Abushalfeh Construction Company, LLC
2. Cactus Asphalt, LLC
3. Choice Maintenance and Asphalt Services, LLC
4. CR Contracting, LLC
5. Graham Contractors, Inc.
6. MR Tanner Development & Construction, LLC
7. Primavera Grading & Paving, LLC
8. Sunland Asphalt & Construction, LLC
9. ViaSun Corporation
10. Young, Swenson & Cross Paving, Inc.

The Evaluation Committee evaluated the proposals and recommends award to Choice Maintenance and Asphalt, LLC, which submitted the most advantageous offer to the city in accordance with the evaluation criteria. The term of this agreement is January 1, 2025, through December 31, 2025, with the option of up to four additional one-year extensions.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.3300.6513	General Fund	N/A	$520,000	N
411.3310.6513.6ST248	Streets General Obligation Bonds	Street Repaving	$100,000	Y

Attachments

Agreement

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City Clerk Document No. _____

City Council Meeting Date: 12/12/24

CITY OF CHANDLER SERVICES AGREEMENT
ASPHALT RUBBER CRACK SEAL SERVICES
CITY OF CHANDLER AGREEMENT NO. PW5-745-4849

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Choice Maintenance and Asphalt, LLC, an Arizona 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 contract for asphalt rubber crack seal services 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

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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 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

The term of the Agreement is One year and begins on January 1, 2025, and ends on December 31, 2025, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. 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 as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed $620,000. 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

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

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or 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

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

5.6 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,

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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: Tony Deimling
Title: Procurement Officer	Title: Owner
Address: 175 S. Arizona Ave.	Address: 8214 N. Buena Vista Dr.
Chandler, AZ 85225	Casa Grande, AZ 85194
Phone: 480-782-2407	Phone: 307-299-1161
Email: raquel.mcmahon@chandleraz.gov	Email: tony@topnotchsvc.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.

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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 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.

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

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

5.22 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

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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 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.

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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.

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.

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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 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

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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 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 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.

5.45 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: Tony Deimling
Its: Mayor	Its: Owner/Member

APPROVED AS TO FORM:

By: _____
City Attorney JMB

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF SERVICES

GENERAL INFORMATION

Contractor to provide Asphalt Rubber Crack Sealing services as specified herein.

GENERAL VENDOR QUALIFICATIONS

The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract.

The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.

Contractor must hold a valid license issued by the State of Arizona Registrar of Contractors and must maintain same throughout the duration of the contract term and any subsequent contract extensions. Failure to maintain said license may be grounds for default of the contract and subsequent termination.

The Contractor may not subcontract any segment or services covered herein, without prior approval of the Contract Administrator. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

All products supplied by the Contractor shall meet all applicable Federal, State, Local, ANSI, and OSHA laws, rules, and regulations pertaining to the products covered under the scope of this contract.

1. DESCRIPTION

Work under this agreement consists of cleaning cracks in the existing bituminous pavement and applying a premixed asphalt-rubber sealant. The work does not include the patching of potholes or alligator cracks. CONTRACTOR shall provide any traffic control required to accomplish the work. The work shall be accomplished in accordance with the requirements of this scope of work.

CONTRACTOR shall provide sufficient work crews to complete the assigned work on schedule. CONTRACTOR's crews shall work approximately eight (8) hours per day, five (5) days per week, Monday through Friday, excluding official City holidays. Work shall be performed on CITY streets between the hours of 8:30 a.m. and 4:30 p.m. Any exception to the normal working hours must be approved by the Contract Administrator/designee. CONTRACTOR shall not pull off a CITY job to do other jobs.

CITY will provide the rubberized asphalt sealant, furnished in 50-pound blocks. Material will be picked up by CONTRACTOR at the Public Works Yard, 975 E Armstrong Way, as needed. CONTRACTOR shall be accountable for all material usage, which will be audited by the Contract Administrator/designee.

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The asphalt-rubber mixture shall not be applied during wet weather or under conditions which will adversely affect the operations. The sealant shall not be placed in cracks that are wet. The sealant shall be placed at the material manufacturers recommended application temperature.

CONTRACTOR shall appoint a Supervisor to oversee the crew and coordinate required work with the Contract Administrator/designee. The Contract Administrator/designee shall be advised before 3:30 P.M. each day of the planned work location for the following day. The Supervisor shall advise the Contract Administrator/designee immediately of equipment breakdown or other delays affecting the progress of the work.

2. LOCATION OF WORK

CONTRACTOR shall be required to seal existing cracks on major, collector and local streets within the boundaries of the City of Chandler. The City will have an inspector assigned to this project to inspect work on a daily basis. The CITY AND CONTRACTOR shall agree upon a schedule of work to be completed prior to commencing work. Contract Administrator/designee will provide a detailed listing of the street locations to CONTRACTOR.

3. ESTIMATED REQUIREMENTS

It is estimated that asphalt-rubber sealant will be installed in approximately 2,500,000 linear feet of cracks. The CITY reserves the right to add or deduct quantities to this contract.

4. SCHEDULE

CONTRACTOR shall provide all necessary labor and equipment for cleaning cracks in the existing bituminous pavement and applying an asphalt-rubber sealant product supplied by city.

No work is to be scheduled on the streets during the time period of Christmas through New Year Holiday.

Should CONTRACTOR plan on stopping work before completion of this agreement, prior approval is required from the Contract Administrator/designee.

5. EQUIPMENT

The equipment used by CONTRACTOR in the application of the asphalt rubber material shall have a mixing system in the material vat in order to maintain a consistent, uniform, homogenous mixture throughout the crack sealing operation. The unit shall heat the asphalt rubber material by means of an indirect heat transfer median for adequate material temperature control. The equipment shall provide a continuous supply so that operations may proceed without delays. The material shall be applied under pressure with a hose and wand assembly. The equipment designated for use by CONTRACTOR shall be approved by the Contract Administrator/designee prior to commencing work.

6. WEATHER

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The Contract Administrator/designee, together with the CONTRACTOR's Supervisor, shall determine if weather conditions are such as to adversely affect the operations, or whether or not the operations should cease.

7. CLEANING OF CRACKS, and APPLYING SEALANT

A. CONTRACTOR shall seal all cracks having an average clear opening ¼" or greater. All cracks with an average clear opening of less than 1/4 inch shall not be sealed unless directed to do so by the Contract Administrator/designee. All cracks between asphalt and curb or gutter shall be sealed regardless of clear opening size unless directed by the Contract Administrator/designee. CONTRACTOR shall contact the Contract Administrator/designee for filling of cracks 2" or wider. The Contract Administrator/designee shall make final determination as to what work will be done under this agreement.

Immediately prior to applying the sealant, CONTRACTOR shall thoroughly clean cracks and remove any loose particles, grass, grass roots, weeds, dust and other deleterious substances by means of high velocity compressed air or other methods prior approved by the Contract Administrator/designee. The compressor used shall be capable of a sustaining a minimum pressure of 90 psi. The crack cleaning equipment shall be capable of cleaning cracks to a minimum depth of ½" and shall be capable of dust containment (typically by a vacuum apparatus) by filtering particulate matter 10 micrometers or less in diameter with no dust clouds visible to the naked eye as determined by the Contract Administrator/designee. The conventional method of openly blowing out cracks with compressed air with no dust containment shall not be an acceptable crack cleaning method used under this agreement. Section 337 of the Maricopa Association of Governments (MAG) Uniform Standard Specification and Details for Public Works Construction 2019 Revision, Section 337 identifies Asphalt Pavement Crack Sealing and Crack Filling. Section 337.3.1

Crack cleaning shall be inspected and approved by the Contract Administrator/designee prior to the application of crack sealant. The Contract Administrator/designee will be available twice per day to inspect and approve the sealing process, once in the morning and once in the afternoon.

B. CONTRACTOR shall place sealant so as to completely fill the crack and form a lap of greater than 1" on each side. Immediately after the application, a rubber squeegee or other acceptable means shall be used to level the sealant flush with the existing pavement surface. After cooling, the sealant shall not shrink more than ¼" below the pavement surface.

Sealant shall be heated to between 325°F and 400°F (163°C and 204°C) for at least ½ hour prior to application. Sealant shall only be applied to clean, dry cracks that have been approved by the Contract Administrator/designee from the bottom up to the surface level. CONTRACTOR shall provide certificates on all temperature gauges. The dates of the certificates shall be within the previous three (3) month period.

C. The sealant shall be intended to be placed entirely within the crack. Blotter material may be

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required to prevent asphalt-rubber bleed and/or pickup of sealant by vehicular traffic. CONTRACTOR shall install blotter material of a type acceptable to CITY and at the direction of the Contract Administrator/designee at no additional cost to the City. Typical blotter material shall be made up of sand/silica sand and cannot include powdered cement. Any blotter material must be pre-approved by the Contract Administrator/designee.

D. CONTRACTOR shall clean all sidewalks and driveways on a daily basis within the work area to the satisfaction of the Contract Administrator/designee. Within two (2) days after the work has been completed as shown on the plans, the area shall be cleaned of any excess material, debris, etc. The Contract Administrator/designee may require additional cleaning to be done, at no additional cost to the CITY, if an unsafe condition exists or excessive complaints are received from local residents. CONTRACTOR shall clean the streets, gutters, sidewalks and driveways before the job is considered complete. Cleaning of the streets shall be by mechanical pick up sweeper. CONTRACTOR shall clean streets to the satisfaction of the Contract Administrator/designee. CONTRACTOR shall be responsible for the disposal of all debris.

E. Contract Administrator/designee shall inspect all work daily for quality of workmanship, width of cracks filled, cleanliness of cracks and lapping. CONTRACTOR shall correct all unacceptable work, at no additional cost to the CITY, within five (5) working days after notification from the Contract Administrator/designee. CONTRACTOR shall not progress to a new street segment, residential area or parking lot until the unacceptable work is corrected to the satisfaction of the Contract Administrator/designee.

F. While completing work, CONTRACTOR shall protect against damage to vehicles, people and any other property that may be in the work area. During and after the placement of sealant, CONTRACTOR shall protect any persons or animals that may come in contact with the hot material against any harm.

6. TRAFFIC CONTROL

A. CONTRACTOR shall control all traffic through the work area in accordance with the requirements of the latest City of Chandler Traffic Barricade Manual. The CITY must approve the type of traffic control to be used.

B. CONTRACTOR shall furnish all signs, cones, equipment and other traffic control device necessary for the control of traffic and costs for these devices shall be included in the price per lineal feet bid under this agreement.

C. Traffic Control will be discussed and specific items reviewed with CONTRACTOR prior to commencing work.

9. ADDITIONAL REQUIREMENTS - NOTIFICATIONS

CONTRACTOR shall notify all businesses and residences abutting those streets where crack sealing will occur **48-hours** in advance of any work being completed. Notifications shall be via written message on

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a form approved by CITY. Notices shall be placed on, or attached to, the front door of each structure adjacent to the project. CONTRACTOR shall schedule work so that there are adjacent streets available for residents to park while work is being done in front of their homes.

10. MEASUREMENT

Pre-mixed asphalt-rubber sealant shall be measured by the number of linear feet of cracks sealed in the accepted work. CONTRACTOR shall measure and record all completed areas and shall provide this information to the Contract Administrator/designee on a weekly basis. This list shall include the following information for CITY use in spot checking quantities and determining accuracy for payment:

- Name of street on which work was completed;
- Street numbers, beginning and ending;
- Number of lineal feet of cracks sealed in the listed street.

11. BASIS OF PAYMENT

Payment shall be made at the agreed upon price per linear foot of crack sealed with premixed asphalt-rubber sealant. Price shall be full compensation for furnishing all preparation, mixing, and placing of this material as well as all labor, equipment tools, and incidentals including taxes, necessary to complete the work. Also included as incidental items are cleaning of cracks, application of blotter material, traffic control, and notification to property owners as noted in the specifications

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EXHIBIT B
PRICING

QUANTITY AND UNIT	UNIT BID PRICE PER L.F.	EXTENDED PRICE
Approximately 830,000 L.F. on arterial roads.	$___.12___per L.F.	$_____99,600_____
Approximately 1,670,000 L.F. on collectors & residential streets.	$___.08____per L.F.	$___133,600_____

***Quantities listed are estimates only and not a guarantee of work.**

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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 testing requirements in the performance of this Contract/Agreement. The Contractor will

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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 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

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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.

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. ST25-014

Date: December 09, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: John McFarland, Transportation Manager
Subject: Agreement No. PW5-745-4850, with Vincon Engineering Construction, LLC, and Temcon Concete Construction, LLC, for Concrete Repair and Maintenance Services

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Proposed Motion:

Move City Council approve Agreement No. PW5-745-4850, with Vincon Engineering Construction, LLC, and Temcon Concete Construction, LLC, for concrete repair maintenance services, in a combined amount not to exceed $8,144,000, for a one-year term, January 1, 2025, through December 31, 2025.

Background/Discussion:

The Transportation Division has an established pavement management restoration and repaving program that addresses the preventative maintenance and rehabilitation needs for city-maintained roadway sections. Asphalt repaving projects are selected based on a recent pavement quality assessment.

The United States Department of Justice is responsible for the administration of the Americans with Disabilities Act (ADA). This law requires state and local governments to bring pedestrian routes into ADA compliance prior to commencement of specific road rehabilitation projects, including asphalt repaving. Title II of the ADA is a civil rights statute prohibiting discrimination against persons with disabilities in all aspects of life, including pedestrian routes in the public right-of-way. The Transportation Division is responsible for a large component of this compliance and ongoing work dictated by a Council-approved ADA Transition Plan. The Transportation Division completes this required ADA compliance work in advance of asphalt repaving projects that have been prioritized through the

city-wide pavement quality assessment program.

The contractor will conduct ADA improvements on pedestrian ramps and sidewalk panels, including those doubling as residential driveway accesses that are not in compliance. This agreement will address approximately 62,000 square yards of concrete repair and maintenance.

Evaluation:

On September 25, 2024, city staff issued a Request for Proposal for concrete repair and maintenance services. Notification was sent to all registered vendors. Eight responses were received from the following offerors:

1. Abushalfeh Construction Company, LLC
2. Andrew's Concrete, Inc.
3. Degan Construction, LLC
4. Lincoln Construction, Inc.
5. Sunland Asphalt & Construction, LLC
6. Temcon Concrete Construction, LLC
7. ViaSun Corporation
8. Vincon Engineering Construction, LLC

The Evaluation Committee evaluated the proposals and recommends award to Vincon Engineering Construction, LLC, and Temcon Concete Construction, LLC, which submitted the most advantageous offers to the city in accordance with the evaluation criteria. The term of this agreement is January 1, 2025, through December 31, 2025, with the option of up to four additional one-year extensions.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
215.3310.6513.6ST248	Highway User Revenue	Street Repaving	$7,000,000	Y
411.3310.6513.6ST248	GO Bonds	Street Repaving	$1,144,000	Y

Attachments

Agreement - Temcon

Agreement - Vincon

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City Clerk Document No. _____

City Council Meeting Date: December 12, 2024

CITY OF CHANDLER SERVICES AGREEMENT
CONCRETE REPAIR AND MAINTENANCE SERVICES
CITY OF CHANDLER AGREEMENT NO. PW5-745-4850

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Temcon Concrete Construction, LLC, an Arizona Limited Liability Company (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 September 25, 2024, the City issued a solicitation for concrete repair and maintenance services. Under the solicitation, the City proposes to enter into two related agreements to concrete repair and maintenance services in various amounts for the prices set forth in each concrete repair and maintenance services agreement. Although the amount and type of concrete repair and maintenance services purchased by the City may vary, the total sum for both concrete repair and maintenance services agreements must not exceed $8,144,000.

B. City proposes to purchase concrete repair and maintenance services 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

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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 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 one year, and begins on January 1, 2025, and ends on December 31, 2025, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. 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 the unit prices and amounts as more fully 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 any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee 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

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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 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

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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 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: Josh Skinner
Title: Procurement Officer	Title: Chief Operating Officer
Address: 175 S. Arizona Ave.	Address: 8989 S. Hardy Dr.
Chandler, AZ 85225	Tempe, AZ 85284
Phone: 480-782-2407	Phone: 480-688-5822
Email: raquel.mcmahon@chandleraz.gov	Email: jskinner@mrtanner.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.

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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.).

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.

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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. 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.

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

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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 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

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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 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.

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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 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.

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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

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.

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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 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.

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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.

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_____

FOR THE CONTRACTOR

By: _____Allan Evans_____

Its: _____President_____

APPROVED AS TO FORM:

By: _____

City Attorney JWB

ATTEST:

By: _____

City Clerk

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EXHIBIT A
SCOPE OF WORK

GENERAL INFORMATION

The City of Chandler Public Works and Utilities Streets Division is accepting proposals to enter into a term contract to provide Concrete Repair Maintenance Services as specified herein.

GENERAL VENDOR QUALIFICATIONS

The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract.

The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.

The Contractor must hold a valid license issued by the State of Arizona Registrar of Contractors prior to submission of a proposal/bid and must maintain same throughout the duration of the contract term and any subsequent contract extensions. Failure to maintain said license may be grounds for default of the contract and subsequent termination.

The Contractor may not subcontract any segment or services covered herein, without prior approval of the Contract Administrator. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

All products supplied by the Contractor shall meet all applicable Federal, State, Local, ANSI, and OSHA laws, rules, and regulations pertaining to the products covered under the scope of this contract.

SPECIFICATIONS

General. CONTRACTOR shall use the most current version of CITY/agency and/or Maricopa Association of Governments (M.A.G.) standard details and specifications for inspection and quality assurance for all work being done under this Agreement. CONTRACTOR shall be responsible for ensuring that workmanship, materials, equipment, and site preparation meet or exceed the required specifications. The Contract Administrator/designee will inspect all phases of work and any unsatisfactory work or preparation shall be redone at no additional cost to the CITY.

CONTRACTOR shall ensure that concrete conforms to the applicable requirements of MAG specification section 725 and applicable Maricopa Association of Governments (MAG) or City of Chandler (COC) standard detail. Concrete repair and maintenance shall comply with MAG specification section 340 as applicable. CONTRACTOR shall conduct a flow test on aprons, valley gutters and curb & gutters by supplying water from a tank truck or other source. Any ponding greater than ½ inch one hour after the water is shut off shall be corrected at CONTRACTOR'S expense. Asphalt cut-and-patch for concrete forms shall be replaced flushed with existing pavement edges. Asphalt concrete shall be placed in accordance with the requirements in MAG standard specifications section 321 and 336.

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Permits. CONTRACTOR shall be responsible for obtaining all permits for the Streets Division. Any other CITY departments utilizing this Agreement shall be responsible for overseeing their own projects and providing their own permits, if required.

Curb Ramps. The City of Chandler is mandated to provide accessibility improvements to curb ramps and driveways whenever a pavement resurfacing is done. To accomplish this requirement, CONTRACTOR shall repair and/or retrofit existing curb ramps and driveways to the best extent possible to meet current Americans with Disabilities Act (ADA) standards or as directed by Contract Administrator/Designee. Each retrofit is a unique "field fit" and as such, the CONTRACTOR shall coordinate with the Contract Administrator/Designee in determining work limits and scope for each area. In most instances, directional dual curb ramps shall be installed at each corner of intersections and shall be constructed as a combination of two (2) MAG standard detail ramps.

Striping. The CONTRACTOR shall upon request obliterate all striping such as crosswalks, stop bars, lane lines, edge lines and center lines which do not line up or match retrofitted curb ramps. The CONTRACTOR shall re-stripe these obliterated areas as directed by Contract Administrator/Designee. No striping shall begin until approved by Contract Administrator/Designee.

The CONTRACTOR shall seal coat obliterated striping as directed by Contract Administrator/Designee with a Brewer Coat and silica sand mixture of one (1) gallon Brewer Coat to two (2) pound silica sand (or approved equal).

No work shall be completed under this Agreement without prior written approval from Contract Administrator/Designee.

Estimated Quantities. The quantities shown on Exhibit B (attached) are estimates only, based upon available information. Payment shall be based on actual quantities. There is no guarantee as to minimum quantity required by CITY. The CITY reserves the right to increase or decrease the actual quantities used to complete the project.

Notification of Public. CONTRACTOR shall notify all affected citizens and businesses by door flyer 48 hours prior to start of work. Door flyer shall include, as a minimum, all pertinent information such as description of work, date, time, schedules and CONTRACTOR name, and a 24-hour contact phone number(s). The flyer information shall be submitted to the Contract Administrator/Designee for approval prior to distribution.

Existing Utilities. CONTRACTOR shall be responsible for identifying and locating (blue stake) all existing utilities within and around the work area and will take all necessary steps to protect such utilities from damage. CONTRACTOR shall be responsible for the repair of all damaged utilities resulting from this work and will coordinate with utility companies and affected residents and businesses for require outages and/or repairs. CONTRACTOR shall adjust to finished grade all affected utility junction boxes and utility concrete collars as required.

Protection of Adjacent Property. CONTRACTOR shall take all necessary steps to protect adjacent public or

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private properties during work. CONTRACTOR shall restore any damage to adjacent property at CONTRACTOR expense and to the satisfaction of the Contract Administrator/designee.

Demo and Removal. CONTRACTOR shall remove excavated and demolished materials immediately from work site at their cost. Steel plates shall be used (per MAG Standard Detail 211) where excavated area cannot be backfilled or where concrete placement for valley gutters across roadway surface or drive entrances are done in phases. Steel plates shall be gradually ramped from plate edges with EPA approved material and the street or drive entrance opened immediately to traffic. CONTRACTOR shall use barricades and "sidewalk closed" signs as required

Water for Repair and Maintenance Purpose. Should CONTRACTOR desire to use water from CITY mains, CONTRACTOR shall make application to the City Water Quality Department for a fire hydrant meter and pay all the required deposits and costs. CONTRACTOR shall not take water from CITY mains until a meter is installed.

Detectable Warning. Detectable warning shall consist of truncated domes as determined in MAG specification section 340. All truncated dome tiles shall be approved by the Contract Administrator/Designee prior to installation. (See attached Exhibit E - Approved Products List). Note: composite tiles are not a suitable substitute for the "hard" tiles listed in Exhibit E and will not be used on this contract.

Traffic Control and Construction Signs. CONTRACTOR shall adhere to all CITY, State and Federal Traffic and Safety guidance, City of Chandler Traffic Barricades Design Manual #7, City of Chandler Municipal code 46-2.7.E construction sign requirements and the Manual on Uniform Traffic Control Devices (MUTCD). CONTRACTOR shall submit all traffic control plans for approval to the City of Chandler Transportation and Development Department before any work may progress. CONTRACTOR shall use the appropriate type and number of barricades to protect the public from harm and the work site from damage. CONTRACTOR shall place appropriate warning signs, such as "Sidewalk Close" signs and other signs as required by the MUTCD or the Contract Administrator/Designee. Traffic control shall include uniformed Chandler Police Officer and squad car as required. CONTRACTOR shall be paid the actual cost of hiring the uniformed Chandler Police Officer (see Exhibit C).

Clean Up. All public and private property and grounds occupied by CONTRACTOR in connection with the work shall be cleaned of all debris and excess materials (to include mud and concrete residue in all affected gutter flow lines) after each workday; additionally, temporary structures and equipment shall be removed at the end of the project. CONTRACTOR shall utilize a PM-10 certified mechanical broom sweeper throughout the workday for cleanup. All parts of the work shall be left in an acceptable condition before final acceptance.

Dust Control. CONTRACTOR shall keep suitable equipment on hand at the job site for maintaining dust control and shall employ appropriate equipment for that purpose in accordance with the requirements of the "Maricopa County Health Department Air Pollution Control Regulations".

Contractor. shall be responsible for obtaining an Air Quality Permit from Maricopa County prior to starting the required work, especially if earth-moving operations are involved. CONTRACTOR shall pay all permit fees.

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Work Schedule. Throughout the work under the scope of this agreement the CITY will provide assigned project locations. Upon assignment the CONTRACTOR shall submit to Contract Administrator/designee a written proposed schedule of work for approval prior to commencing any work.

Stop Work. The City reserves the right to stop work under this Agreement at any time if, in their opinion:

a) weather conditions become adverse for work;
b) quality of work is deemed unacceptable;
c) conflicts in CONTRACTOR equipment or personnel cause delays in getting work completed;
d) work schedules/locations conflict with other CITY activities;
e) material is deemed unacceptable by Contract Administrator/designee.

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EXHIBIT B TO AGREEMENT
PRICING

- ***Price to include <u>all taxes</u>.**
- ****Quantities are listed as estimates ONLY and are <u>NOT guaranteed</u>.**

Item No.	Description	Qty	Unit	Unit Price	Extended Price
1	Saw cut, Remove and Dispose of all concrete and asphalt from curb ramps, driveways, alley entrances, sidewalks, and valley gutters or concrete aprons.	600,000	SF	$5.00	$3,000,000
2	Saw cut, Remove and Dispose of concrete curb and gutter or median curb	25,000	LF	$6.00	$150,000
3	Sidewalk per MAG Detail 230	95,000	SF	$7.00	$665,000
4	Curb & Gutter, Median Curb per MAG Detail 220-1, 220-2, 221, 222, or 223	30,000	LF	$24.00	$720,000
5	Asphalt Patch Back, 2 feet wide minimum	55,750	SF	$15.00	$836,250
6	Horizontal Curb Cut	100	LF	$150.00	$15,000
7	ADA Truncated Domes per MAG Detail 234	7,500	SF	$25.00	$187,500
8	Curb Ramps Either/Or per MAG Details (236-1, 236-2, 236-3, 236-4) Single or Two Singles Creating a DUAL.	350	EA	$3,000	$1,050,000
9	Curb Ramps Either/Or per MAG Details (237-1, 237-2, 236-3) Single or Two Singles Creating a DUAL	200	EA	$3,000	$600,000
10	Curb Ramp per MAG Detail 236-5 (modified single) (blended transition	200	EA	$3,000	$600,000
11	Curb Ramps Either/Or per MAG Details (238-1, 238-2, 238-3)	45	EA	$2,500	$112,500
12	Valley Gutters per MAG Detail 240	11,000	SF	$11.50	$126,500
13	Concrete Apron per MAG Detail 240	100,000	SF	$11.50	$1,150,000
14	Driveway or Alley Entrance per MAG Detail 260	100,000	SF	$10.75	$1,075,000
15	Residential driveway (walk behind) per MAG Detail 250-2, 4” thick	3,000	SF	$14.00	$42,000
16	Commercial Driveway per MAG Detail 250-1, 6" Thick	30,000	SF	$8.50	$255,000
17	Commercial driveway (walk behind) per MAG Detail 250-2, 6” thick	3,000	SF	$8.50	$25,500

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18	Return Style Driveways per MAG Detail 251	3,000	SF	$14.00	$42,000
19	Bus Shelter Pad per COC Detail C-230, 4" Thick	5,000	SF	$10.75	$53,750
20	Bus Bay per COC Detail C-231, 9" Thick	1,100	SF	$16.00	$17,600
21	Obliterate Striping, 4” equivalent	7,000	LF	$2.00	$14,000
22	Seal Obliterated Striping, 4” equivalent	7,000	LF	$2.00	$14,000
23	Striping, White Paint, 4” equivalent	1,500	LF	$1.00	$1,500
24	Striping, Yellow Paint, 4” equivalent	500	LF	$1.00	$500
25	Striping, White Thermoplastic, 4” equivalent	5,000	LF	$1.50	$7,500
26	School Crosswalk, 24”x10’ Yellow High Visibility Crosswalk Rectangles	2	SET	$500.00	$1,000
27	School Roll Out Yellow Dots, 24” Diameter	15	EA	$40.00	$600
28	Traffic Control Residential and Collector Roadway Sections. Contractor to be paid as invoiced **PER DAY**) AL=allowance	1	AL	**$25,000**	**$25,000**
29	Traffic Control Arterial Roadway Sections. (Contractor to be paid as invoiced **PER DAY**) AL=allowance	1	AL	**$75,000**	**$75,000**
30	City of Chandler Uniformed Police Officer. (Contractor to be paid as invoiced the actual cost of hiring police officer per day) AL=allowance	1	AL	**$100,000.00**	**$100,000.00**

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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.

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

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

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 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.

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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.

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City Clerk Document No. _____

City Council Meeting Date: December 12, 2024

CITY OF CHANDLER SERVICES AGREEMENT
CONCRETE REPAIR AND MAINTENANCE SERVICES
CITY OF CHANDLER AGREEMENT NO. PW5-745-4850

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Vincon Engineering Construction, LLC, an Arizona Limited Liability Company (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 September 25, 2024, the City issued a solicitation for concrete repair and maintenance services. Under the solicitation, the City proposes to enter into two related agreements to concrete repair and maintenance services in various amounts for the prices set forth in each concrete repair and maintenance services agreement. Although the amount and type of concrete repair and maintenance services purchased by the City may vary, the total sum for both concrete repair and maintenance services agreements must not exceed $8,144,000.

B. City proposes to purchase concrete repair and maintenance services 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

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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 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 one year, and begins on January 1, 2025, and ends on December 31, 2025, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. 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 the unit prices and amounts as more fully 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 any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee 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

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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 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

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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 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: Troy Colby
Title: Procurement Officer	Title: Managing Member
Address: 175 S. Arizona Ave.	Address: 1831 N. Rochester
Chandler, AZ 85225	Mesa, AZ 85205
Phone: 480-782-2407	Phone: 480-495-3937
Email: raquel.mcmahon@chandleraz.gov	Email: tcolby@vinconllc.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.

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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.).

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.

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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. 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.

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

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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 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

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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 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.

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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 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.

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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

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.

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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 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.

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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.

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_____

FOR THE CONTRACTOR

By: _____Troy Colby_____

Its: Member

APPROVED AS TO FORM:

By: _____

City Attorney JWB

ATTEST:

By: _____

City Clerk

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EXHIBIT A
SCOPE OF WORK

GENERAL INFORMATION

Contractor to provide Concrete Repair Maintenance Services as specified herein.

GENERAL VENDOR QUALIFICATIONS

The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract.

The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.

The Contractor must hold a valid license issued by the State of Arizona Registrar of Contractors and must maintain same throughout the duration of the contract term and any subsequent contract extensions. Failure to maintain said license may be grounds for default of the contract and subsequent termination.

The Contractor may not subcontract any segment or services covered herein, without prior approval of the Contract Administrator. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

All products supplied by the Contractor shall meet all applicable Federal, State, Local, ANSI, and OSHA laws, rules, and regulations pertaining to the products covered under the scope of this contract.

SPECIFICATIONS

General. CONTRACTOR shall use the most current version of CITY/agency and/or Maricopa Association of Governments (M.A.G.) standard details and specifications for inspection and quality assurance for all work being done under this Agreement. CONTRACTOR shall be responsible for ensuring that workmanship, materials, equipment, and site preparation meet or exceed the required specifications. The Contract Administrator/designee will inspect all phases of work and any unsatisfactory work or preparation shall be redone at no additional cost to the CITY.

CONTRACTOR shall ensure that concrete conforms to the applicable requirements of MAG specification section 725 and applicable Maricopa Association of Governments (MAG) or City of Chandler (COC) standard detail. Concrete repair and maintenance shall comply with MAG specification section 340 as applicable. CONTRACTOR shall conduct a flow test on aprons, valley gutters and curb & gutters by supplying water from a tank truck or other source. Any ponding greater than ½ inch one hour after the water is shut off shall be corrected at CONTRACTOR'S expense. Asphalt cut-and-patch for concrete forms shall be replaced flushed with existing pavement edges. Asphalt concrete shall be placed in accordance with the requirements in MAG standard specifications section 321 and 336.

Permits. CONTRACTOR shall be responsible for obtaining all permits for the Streets Division. Any other

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CITY departments utilizing this Agreement shall be responsible for overseeing their own projects and providing their own permits, if required.

Curb Ramps. The City of Chandler is mandated to provide accessibility improvements to curb ramps and driveways whenever a pavement resurfacing is done. To accomplish this requirement, CONTRACTOR shall repair and/or retrofit existing curb ramps and driveways to the best extent possible to meet current Americans with Disabilities Act (ADA) standards or as directed by Contract Administrator/Designee. Each retrofit is a unique "field fit" and as such, the CONTRACTOR shall coordinate with the Contract Administrator/Designee in determining work limits and scope for each area. In most instances, directional dual curb ramps shall be installed at each corner of intersections and shall be constructed as a combination of two (2) MAG standard detail ramps.

Striping. The CONTRACTOR shall upon request obliterate all striping such as crosswalks, stop bars, lane lines, edge lines and center lines which do not line up or match retrofitted curb ramps. The CONTRACTOR shall re-stripe these obliterated areas as directed by Contract Administrator/Designee. No striping shall begin until approved by Contract Administrator/Designee.

The CONTRACTOR shall seal coat obliterated striping as directed by Contract Administrator/Designee with a Brewer Coat and silica sand mixture of one (1) gallon Brewer Coat to two (2) pound silica sand (or approved equal).

No work shall be completed under this Agreement without prior written approval from Contract Administrator/Designee.

Estimated Quantities. The quantities shown on Exhibit B (attached) are estimates only, based upon available information. Payment shall be based on actual quantities. There is no guarantee as to minimum quantity required by CITY. The CITY reserves the right to increase or decrease the actual quantities used to complete the project.

Notification of Public. CONTRACTOR shall notify all affected citizens and businesses by door flyer 48 hours prior to start of work. Door flyer shall include, as a minimum, all pertinent information such as description of work, date, time, schedules and CONTRACTOR name, and a 24-hour contact phone number(s). The flyer information shall be submitted to the Contract Administrator/Designee for approval prior to distribution.

Existing Utilities. CONTRACTOR shall be responsible for identifying and locating (blue stake) all existing utilities within and around the work area and will take all necessary steps to protect such utilities from damage. CONTRACTOR shall be responsible for the repair of all damaged utilities resulting from this work and will coordinate with utility companies and affected residents and businesses for require outages and/or repairs. CONTRACTOR shall adjust to finished grade all affected utility junction boxes and utility concrete collars as required.

Protection of Adjacent Property. CONTRACTOR shall take all necessary steps to protect adjacent public or private properties during work. CONTRACTOR shall restore any damage to adjacent property at CONTRACTOR expense and to the satisfaction of the Contract Administrator/designee.

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Demo and Removal. CONTRACTOR shall remove excavated and demolished materials immediately from work site at their cost. Steel plates shall be used (per MAG Standard Detail 211) where excavated area cannot be backfilled or where concrete placement for valley gutters across roadway surface or drive entrances are done in phases. Steel plates shall be gradually ramped from plate edges with EPA approved material and the street or drive entrance opened immediately to traffic. CONTRACTOR shall use barricades and "sidewalk closed" signs as required

Water for Repair and Maintenance Purpose. Should CONTRACTOR desire to use water from CITY mains, CONTRACTOR shall make application to the City Water Quality Department for a fire hydrant meter and pay all the required deposits and costs. CONTRACTOR shall not take water from CITY mains until a meter is installed.

Detectable Warning. Detectable warning shall consist of truncated domes as determined in MAG specification section 340. All truncated dome tiles shall be approved by the Contract Administrator/Designee prior to installation. (See attached Exhibit E - Approved Products List). Note: composite tiles are not a suitable substitute for the "hard" tiles listed in Exhibit E and will not be used on this contract.

Traffic Control and Construction Signs. CONTRACTOR shall adhere to all CITY, State and Federal Traffic and Safety guidance, City of Chandler Traffic Barricades Design Manual #7, City of Chandler Municipal code 46-2.7.E construction sign requirements and the Manual on Uniform Traffic Control Devices (MUTCD). CONTRACTOR shall submit all traffic control plans for approval to the City of Chandler Transportation and Development Department before any work may progress. CONTRACTOR shall use the appropriate type and number of barricades to protect the public from harm and the work site from damage. CONTRACTOR shall place appropriate warning signs, such as "Sidewalk Close" signs and other signs as required by the MUTCD or the Contract Administrator/Designee. Traffic control shall include uniformed Chandler Police Officer and squad car as required. CONTRACTOR shall be paid the actual cost of hiring the uniformed Chandler Police Officer (see Exhibit C).

Clean Up. All public and private property and grounds occupied by CONTRACTOR in connection with the work shall be cleaned of all debris and excess materials (to include mud and concrete residue in all affected gutter flow lines) after each workday; additionally, temporary structures and equipment shall be removed at the end of the project. CONTRACTOR shall utilize a PM-10 certified mechanical broom sweeper throughout the workday for cleanup. All parts of the work shall be left in an acceptable condition before final acceptance.

Dust Control. CONTRACTOR shall keep suitable equipment on hand at the job site for maintaining dust control and shall employ appropriate equipment for that purpose in accordance with the requirements of the "Maricopa County Health Department Air Pollution Control Regulations".

Contractor. shall be responsible for obtaining an Air Quality Permit from Maricopa County prior to starting the required work, especially if earth-moving operations are involved. CONTRACTOR shall pay all permit fees.

Work Schedule. Throughout the work under the scope of this agreement the CITY will provide assigned

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project locations. Upon assignment the CONTRACTOR shall submit to Contract Administrator/designee a written proposed schedule of work for approval prior to commencing any work.

Stop Work. The City reserves the right to stop work under this Agreement at any time if, in their opinion:

a) weather conditions become adverse for work;
b) quality of work is deemed unacceptable;
c) conflicts in CONTRACTOR equipment or personnel cause delays in getting work completed;
d) work schedules/locations conflict with other CITY activities;
e) material is deemed unacceptable by Contract Administrator/designee.

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EXHIBIT B TO AGREEMENT
PRICING

- ***Price to include <u>all taxes</u>.**
- ****Quantities are listed as estimates ONLY and are <u>NOT guaranteed</u>.**

Item No.	Description	Qty	Unit	Unit Price	Extended Price
1	Saw cut, Remove and Dispose of all concrete and asphalt from curb ramps, driveways, alley entrances, sidewalks, and valley gutters or concrete aprons.	600,000	SF	$2.75	$1,650,000
2	Saw cut, Remove and Dispose of concrete curb and gutter or median curb	25,000	LF	$10.00	$250,000
3	Sidewalk per MAG Detail 230	95,000	SF	$5.00	$475,000
4	Curb & Gutter, Median Curb per MAG Detail 220-1, 220-2, 221, 222, or 223	30,000	LF	$40.00	$1,200,000
5	Asphalt Patch Back, 2 feet wide minimum	55,750	SF	$9.00	$501,750
6	Horizontal Curb Cut	100	LF	$10.00	$1,000
7	ADA Truncated Domes per MAG Detail 234	7,500	SF	$32.00	$240,000
8	Curb Ramps Either/Or per MAG Details (236-1, 236-2, 236-3, 236-4) Single or Two Singles Creating a DUAL.	350	EA	$1,750	$612,500
9	Curb Ramps Either/Or per MAG Details (237-1, 237-2, 236-3) Single or Two Singles Creating a DUAL	200	EA	$1,500	$300,000
10	Curb Ramp per MAG Detail 236-5 (modified single) (blended transition	200	EA	$1,950	$390,000
11	Curb Ramps Either/Or per MAG Details (238-1, 238-2, 238-3)	45	EA	$1,100	$49,500
12	Valley Gutters per MAG Detail 240	11,000	SF	$8.50	$93,500
13	Concrete Apron per MAG Detail 240	100,000	SF	$10.50	$1,050,000
14	Driveway or Alley Entrance per MAG Detail 260	100,000	SF	$8.00	$800,000
15	Residential driveway (walk behind) per MAG Detail 250-2, 4” thick	3,000	SF	$4.75	$14,250
16	Commercial Driveway per MAG Detail 250-1, 6" Thick	30,000	SF	$8.00	$240,000
17	Commercial driveway (walk behind) per MAG Detail 250-2, 6” thick	3,000	SF	$8.50	$25,500

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18	Return Style Driveways per MAG Detail 251	3,000	SF	$8.50	$25,500
19	Bus Shelter Pad per COC Detail C-230, 4" Thick	5,000	SF	$8.00	$40,000
20	Bus Bay per COC Detail C-231, 9" Thick	1,100	SF	$10.25	$11,275
21	Obliterate Striping, 4" equivalent	7,000	LF	$3.00	$21,000
22	Seal Obliterated Striping, 4" equivalent	7,000	LF	$.50	$3,500
23	Striping, White Paint, 4" equivalent	1,500	LF	$.50	$750.00
24	Striping, Yellow Paint, 4" equivalent	500	LF	$.50	$250.00
25	Striping, White Thermoplastic, 4" equivalent	5,000	LF	$3.50	$17,500
26	School Crosswalk, 24"x10' Yellow High Visibility Crosswalk Rectangles	2	SET	$125.00	$250.00
27	School Roll Out Yellow Dots, 24" Diameter	15	EA	$25.00	$375.00
28	Traffic Control Residential and Collector Roadway Sections. Contractor to be paid as invoiced **PER DAY**) AL=allowance	1	AL	**$25,000**	**$25,000**
29	Traffic Control Arterial Roadway Sections. (Contractor to be paid as invoiced **PER DAY**) AL=allowance	1	AL	**$75,000**	**$75,000**
30	City of Chandler Uniformed Police Officer. (Contractor to be paid as invoiced the actual cost of hiring police officer per day) AL=allowance	1	AL	**$100,000.00**	**$100,000.00**

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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.

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

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

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 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.

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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.

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. ST25-015

Date: December 09, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: John McFarland, Transportation Manager
Subject: Agreement PW5-745-4851, with M.R. Tanner Development & Construction, LLC, for Street Repair and Maintenance Services

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Proposed Motion:

Move City Council approve Agreement No. PW5-745-4851, with M.R. Tanner Development & Construction, LLC, for street repair and maintenance services, in an amount not to exceed $1,500,000, for a one-year period, January 1, 2025, through December 31, 2025, with the option of up to four additional one-year extensions.

Background/Discussion:

The Transportation Division has an established pavement management restoration and repaving program that addresses the preventative maintenance and rehabilitation needs for the city-maintained roadway sections. This program includes asphalt patching, maintenance, repair work, and pavers on roadway sections that are in relatively satisfactory condition. Asphalt patch, maintenance, and repair work is performed as needed on the city's arterial, collector, and local roadway sections. The volume and scope of asphalt repairs to be completed by the Transportation Division routinely exceeds the capacity of existing crews and equipment. This agreement will be used to complete overflow asphalt paving work on an as-needed, on-call basis as well as repair and replacement of pavers in the city's right-of-way.

Evaluation:

On September 25, 2024, city staff issued a Request for Proposal for street maintenance and repair services. Notification was sent to all registered vendors. Eight responses were received from the following offerors:

1. Abushalfeh Construction Company, LLC
2. Cactus Asphalt, LLC
3. Lincoln Construction, Inc.
4. M.R. Tanner Development & Construction, LLC
5. Primavera Grading & Paving, LLC
6. S&S Paving & Construction, Inc.
7. Sunland Asphalt & Construction, LLC
8. ViaSun Corporation

The Evaluation Committee evaluated the proposals and recommends award to M.R. Tanner Development & Construction, LLC, which submitted the most advantageous offer to the city in accordance with the evaluation criteria. The term of this agreement is January 1, 2025, through December 31, 2025, with the option of up to four additional one-year extensions.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
215.3310.6513.6ST248	Highway User Revenue	Street Repaving	$1,000,000	Y
411.3310.5219.6ST248	GO Bonds	Street Repaving	$500,000	Y

Attachments

Agreement

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City Clerk Document No. _____

City Council Meeting Date: December 12, 2024

CITY OF CHANDLER SERVICES AGREEMENT
STREET REPAIR AND MAINTENANCE SERVICES
CITY OF CHANDLER AGREEMENT NO. PW5-745-4851

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and M.R. Tanner Development & Construction, LLC, an Arizona 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 provide street repair and maintenance services 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

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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 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.

The term of the Agreement is one year and begins on January 1, 2025, and ends on December 31, 2025, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. 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 as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed $1,500,000. 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

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

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or 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

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

5.6 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

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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: Chad Montoya
Title: Procurement Officer	Title: Vice President
Address: 175 S. Arizona Ave.	Address: 1327 W. San Pedro
Chandler, AZ 85225	Gilbert, AZ 85233
Phone: 480-782-2400	Phone: 480-363-3163
Email: raquel.mcmahon@chandleraz.gov	Email: cmontoya@mrtanner.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.

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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 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.

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

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

5.22 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

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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 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.

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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.

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.

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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 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 - Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Approved Products List

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

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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 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 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.

5.45 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: Alan Evans
	President
Its: Mayor	Its: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A
SCOPE OF WORK

GENERAL INFORMATION

Contractor to provide Street Maintenance and Repair Services as specified herein. The Estimated total value of the contract is estimated at $1,500,000 year one (1), with options to renew for up to four (4) additional one-year periods.

GENERAL VENDOR QUALIFICATIONS

The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract.

The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.

The Contractor must hold a valid license issued by the State of Arizona Registrar of Contractors and must maintain same throughout the duration of the contract term and any subsequent contract extensions. Failure to maintain said license may be grounds for default of the contract and subsequent termination.

The Contractor may not subcontract any segment or services covered herein, without prior approval of the Contract Administrator. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

All products supplied by the Contractor shall meet all applicable Federal, State, Local, ANSI, and OSHA laws, rules, and regulations pertaining to the products covered under the scope of this contract.

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1. GENERAL REQUIREMENTS.

1. **MUTCD.** CONTRACTOR shall remove and replace asphalt materials, as well as dispose of old asphalt and all debris at CONTRACTOR'S expense. CONTRACTOR shall be responsible for traffic control as required by the CITY Barricade Manual and the Manual on Uniform Traffic Control Devices (MUTCD). CONTRACTOR shall be responsible for traffic control on all incidental work required to complete the task. CONTRACTOR shall include all labor, material, equipment needed to perform the work to the highest industry standards.

2. **MAG.** CONTRACTOR shall use the most current version of CITY/agency and/or Maricopa Association of Governments (M.A.G.) standard details and specifications for inspection and quality assurance for all work being done under this Agreement. CONTRACTOR shall be responsible for ensuring that workmanship, materials, equipment, and site preparation meet or exceed the required specifications. The Contract Administrator/designee will inspect all phases of work and any unsatisfactory work or preparation shall be redone at no additional cost to the CITY. The CITY reserves the right to adjust the amount of work required and number of locations involved.

3. **Permits.** CONTRACTOR shall be responsible for obtaining all permits for the Streets Division. Any other CITY departments utilizing this Agreement shall be responsible for overseeing their own projects and providing their own permits, if required.

4. **Blue Stake**. CONTRACTOR shall be responsible for identifying and locating (Blue Stake) all existing utilities affected by the work. CONTRACTOR shall be responsible for the repair of all damaged utilities resulting from this work and will coordinate with utility companies and affected residents and businesses for required outages.

5. **Traffic Control / Construction Signage.** CONTRACTOR shall adhere to all CITY, State and Federal Traffic and Safety guidance, City of Chandler Traffic Barricades Design Manual #7, City of Chandler Municipal code 46-2.7.E construction sign requirements and the Manual on Uniform Traffic Control Devices (MUTCD). CONTRACTOR shall submit all traffic control plans for approval to the City of Chandler Transportation and Development Department before any work may progress. CONTRACTOR shall use the appropriate type and number of barricades to protect the public from harm and the work site from damage. CONTRACTOR shall place appropriate warning signs, such as "Sidewalk Close" signs and other signs as required by the MUTCD or the Contract Administrator/Designee. Traffic control shall include uniformed Chandler Police Officer and squad car as required. CONTRACTOR shall be paid the actual cost of hiring the uniformed Chandler Police Officer (see item #67 on exhibit B, contractor to be paid as invoiced, deducted from the allotted allowance). CONTRACTOR shall be responsible for ordering and coordination of barricading and traffic control requirements. Set up shall be per the CITY/agency Traffic Barricade manual and MUTCD. Barricading restrictions on arterial streets cannot be in place earlier than 8:30 a.m. or after 4:00 p.m. Scheduling of asphalt placement shall be coordinated to ensure that material has cooled enough to avoid tracking or damage. Any areas that cannot be completed and open to traffic by 4:00 PM must be steel plated, plates countersunk, in accordance with attached standard MAG Detail 211, before open to traffic and shall be at no additional cost to CITY. Traffic control shall be paid at the unit price listed, for each individual street segment, and for the

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length of time needed to complete all the work in accordance with the Agreement.

6. **Project Signs.** Whenever any work is being done in CITY streets, easements or right of way for which approval by CITY of a traffic control plan is required, the person or persons performing such work shall maintain at the site of such work at all times during which any such work is being done, signage meeting the requirements set forth below and providing information to the public as follows (see Exhibit H1-H3):

    a. Be installed on temporary supports at an approved location;
    b. Be placed in such positions that they can be read by traffic from each direction;
    c. Be colored "construction orange" with black letters;
    d. Have block letters at least 6" in height;
    e. Contain the following information: the name of CONTRACTOR for whom the work is being performed; the name of the CONTRACTOR actually performing the work; a general description of the work to be done; the time frame within which the work will be performed, i.e. the date work will commence and the date all work will be completed; a 24-hour contact phone number where persons may speak with a representative of the CONTRACTOR for whom the work is being performed or may leave a request to speak with such a representative and for which all calls will be returned by such a representative of the CONTRACTOR within 24-hours.

7. **Dust Control.** CONTRACTOR shall keep suitable equipment on hand at the job site for maintaining dust control and shall employ appropriate equipment for that purpose in accordance with the requirements of the "Maricopa County Health Department Air Pollution Control Regulations" CONTRACTOR shall be responsible for obtaining an Air Quality Permit from Maricopa County prior to starting the require work, especially if earth-moving operations are involved. CONTRACTOR shall pay all permit fees.

8. **Demo and Removal.** CONTRACTOR shall remove excavated and demolished materials immediately from work site at their cost. Steel plates shall be used (per MAG Standard Detail 211) where excavated area cannot be backfilled or where concrete placement for valley gutters across roadway surface or drive entrances are done in phases. Steel plates shall be gradually ramped from plate edges with EPA approved material and the street or drive entrance opened immediately to traffic. CONTRACTOR shall use barricades and "sidewalk closed" signs as required

9. **Air Quality.** CONTRACTOR shall be responsible for obtaining an Air Quality Permit from Maricopa County prior to starting the required work, especially if earth-moving operations are involved. CONTRACTOR shall pay all permit fees.

10. **Water for Repair and Maintenance Purpose.** Should CONTRACTOR desire to use water from CITY mains, CONTRACTOR shall make application to the City Water Quality Department for a fire hydrant meter and pay all the required deposits and costs. CONTRACTOR shall not take water from CITY mains until a meter is installed.

11. **Site Cleaning**. All public and private property and grounds occupied by CONTRACTOR in connection with the work shall be cleaned of all debris and excess materials (to include mud and concrete residue in all affected gutter flow lines) after each workday; additionally,

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temporary structures and equipment shall be removed at the end of the project. CONTRACTOR shall utilize a PM-10 certified mechanical broom sweeper throughout the workday for cleanup. All parts of the work shall be left in an acceptable condition before final acceptance.

12. **Notification of Public.** CONTRACTOR shall notify all affected citizens and businesses by door flyer 48 hours prior to start of work. Door flyer shall include, as a minimum, all pertinent information such as description of work, date, time, schedules and CONTRACTOR name, and a 24-hour contact phone number(s). The flyer information shall be submitted to the Contract Administrator/Designee for approval prior to distribution.

13. **Protection of adjacent property.** CONTRACTOR shall take all necessary steps to protect adjacent public or private properties during work. CONTRACTOR shall restore any damage to adjacent property at CONTRACTOR expense and to the satisfaction of the Contract Administrator/designee.

14. **Work quantities and locations.** The listed under this Agreement are subject to change and may be done solely at the discretion of the CITY. The CITY will provide CONTRACTOR with a list of the locations and approximate square yards of each location when required.

15. **Work Schedule**. CONTRACTOR shall submit to Contract Administrator/designee a written proposed schedule of work for approval prior to commencing any work under this Agreement

16. **Stop Work.** The CITY reserves the right to stop work under this Agreement at any time if, in their opinion:
    a) weather conditions become adverse for doing patchwork;
    b) quality of work is deemed unacceptable;
    c) conflicts in CONTRACTOR equipment or personnel cause delays in getting work completed;
    d) work schedules/locations conflict with other CITY activities;
    e) material is deemed unacceptable by Contract Administrator/designee.

17. **Estimated Quantities.** There is no guarantee as to minimum quantities required by CITY. The CITY reserves the right to increase or decrease the actual quantities used to complete the project. Payment shall be based on actual quantities.

18. **Payment Applications and Invoices**. CONTRACTOR shall submit invoices for payment to Contract Administrator/designee for approval upon completion of work. All work by CONTRACTOR will be inspected and approved by Contract Administrator/designee prior to processing of any payments. Payment schedule is 30 (thirty) calendar days or less upon approval.

19. CONTRACTOR shall provide asphalt patchwork, or where required, concrete repair and maintenance to CITY. Patches will vary in sizes ranging from 6'x6' to as large as, but not limited to, 20'x200' at various locations throughout the CITY **and shall be replaced "in kind" or as directed by Contract Administrator/designee.** All patches larger than 7'Wx40'L shall require the use of a paving machine to insure the smoothest surface possible. The

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patchwork shall be of the highest industry standard and must meet the grades or edges of the existing asphalt surface. CONTRACTOR will not be required to perform the work unless the CITY has a total of approximately 50 square yards to be repaired. Ideally, CONTRACTOR should make every attempt to complete, on the same day, any and all asphalt removal and replacement. Sub-grade preparation after asphalt removal shall be in accordance with M.A.G. standards for this task.

20. CONTRACTOR shall supply asphalt material for this contract. The CITY shall approve the asphalt supplier prior to CONTRACTOR commencing work. The asphalt mix design shall meet the East Valley Asphalt Committee (EVAC) mix design criteria. On arterial streets, rubberized asphalt mix shall be used or as directed by Contract Administrator/designee.

21. Placement and compaction of patch material shall be accomplished in two (2) equal lifts to ensure proper density. The finished surface of the patch shall be flush with the adjoining pavement on all edges. Any newly installed patch that is not acceptable to the Contract Administrator/designee shall be removed and replaced to meet acceptable standards. Any additional cost incurred for re-work will be the responsibility of the Contractor. Compaction shall be accomplished using a self-propelled double drum vibratory asphalt roller, with a minimum operating weight of three (3) tons. Use of any other compaction equipment will not be allowed unless approved by the Contract Administrator/designee.

22. Asphalt milling depths will be determined by Contract Administrator/designee. Areas milled must have vertical edges on all sides of the patch.

23. Asphalt patching done on arterial roads shall be a minimum of 5" thick or equal to the existing thickness of asphalt whichever is greater. On collector streets, the patches must be a minimum of 3" or equal to the existing thickness of the asphalt surface, whichever is greater.

24. The CITY shall mark all locations for patching or milling. Prior to commencing work, the Contract Administrator/designee and CONTRACTOR shall measure the areas and agree upon the square yards required.

25. If working at signals, CONTRACTOR shall notify the CITY Traffic Division and Contract Administrator/designee 48-hours prior to commencing work to ensure that the loops can be re-installed by CONTRACTOR.

26. At all signalized intersections where patching is required, an off-duty uniformed police officer shall be utilized. Traffic control plans shall be submitted to the Contract Administrator/designee for approval prior to commencing work.

27. Pavement repairs shall be water tested at the discretion of Contract Administrator or Designee before final acceptance. Any area not draining properly shall be corrected at CONTRACTOR'S expense.

28. The CITY reserves the right to conduct in-place density testing on newly placed asphalt patches. CONTRACTOR shall be required to re-compact any patch that does not meet a minimum of 95% maximum density compaction for Marshall mix and 93% maximum density compaction for RICE mix design being used. If required compaction is no longer attainable

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due to material cooling below a workable temperature, CONTRACTOR shall remove and replace the material. The CITY shall be responsible only for the cost of the initial testing. CONTRACTOR shall be responsible for ***any*** cost associated with re-testing areas requiring re-work. CONTRACTOR shall not be allowed to re-heat asphalt patches with an open flame heater. Any asphalt patch reheated with open flames shall be removed and replaced by the CONTRACTOR at no additional cost to CITY.

29. CONTRACTOR shall seal all pavement cut joints with Crafco Polyflex Type III crack sealant (or approved equal) two (2) days after patchwork completion or as directed by Contract Administrator/designee.

30. Survey Monuments shall be adjusted according to MAG Standard Detail 120-1 and 120-2 as applicable. Survey monuments will be re-established by reference by a Registered Land Surveyor (RLS). The RLS shall reset the survey monuments.

31. All manholes shall be protected from debris falling into them. If any material enters the manhole from this work, it shall be the responsibility of the CONTRACTOR to clean out the manhole to the satisfaction of the utility company. CONTRACTOR shall be required to use (Manhole Debris Shields) in the process of working in manholes. Debris Shields shall be fabricated of plastic or wood and made of two half circles hinged in the middle to form one unit. The hinge shall allow the unit to fold in half to fit thru an open manhole. The unit is then unfolded and placed on the bottom of the manhole about the invert preventing debris from falling into the invert and sewer line. The actual diameter of the unit shall depend on the width of the manhole shaft.

32. The City of Chandler is mandated to provide accessibility improvements to curb ramps and driveways whenever a pavement resurfacing is done. To accomplish this requirement, CONTRACTOR shall repair and/or retrofit existing curb ramps and driveways to the best extent possible to meet current Americans with Disabilities Act (ADA) standards or as directed by Contract Administrator/Designee. Each retrofit is a unique "field fit" and as such, the CONTRACTOR shall coordinate with the Contract Administrator/Designee in determining work limits and scope for each area. In most instances, directional dual curb ramps shall be installed at each corner of intersections and shall be constructed as a combination of two (2) MAG standard detail ramps.

33. CONTRACTOR shall ensure that concrete conforms to the applicable requirements of MAG specification section 725 and applicable Maricopa Association of Governments (MAG) or City of Chandler (COC) standard detail. Concrete repair and maintenance shall comply with MAG specification section 340 as applicable. CONTRACTOR shall conduct a flow test on aprons, valley gutters and curb & gutters by supplying water from a tank truck or other source. Any ponding greater than ½ inch one hour after the water is shut off shall be corrected at CONTRACTOR'S expense. Asphalt cut-and-patch for concrete forms shall be replaced flushed with existing pavement edges. Asphalt concrete shall be placed in accordance with the requirements in MAG standard specifications section 321 and 336.

34. Detectable warning shall consist of truncated domes as determined in MAG specification section 340. All truncated dome tiles shall be approved by the Contract Administrator/Designee prior to installation. (See attached Exhibit E - Approved Products List). Note: composite tiles are not a suitable substitute for the "hard" tiles listed in Exhibit

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and will not be used on this contract.

35. The CONTRACTOR shall upon request obliterate all striping such as crosswalks, stop bars, lane lines, edge lines and center lines which do not line up or match retrofitted curb ramps. The CONTRACTOR shall re-stripe these obliterated areas as directed by Contract Administrator/Designee. No striping shall begin until approved by Contract Administrator/Designee.

36. The CONTRACTOR shall seal coat obliterated striping as directed by Contract Administrator/Designee with a Brewer Coat and silica sand mixture of one (1) gallon Brewer Coat to two (2) pound silica sand (or approved equal).

37. Paver Removal. CONTRACTOR shall remove all pavers and dispose of excavated and demolished materials immediately from work site. The CONTRACTOR shall use barricades and "sidewalk closed" signs as required.

DEFINITIONS:

1. **Asphalt removal and replacement: per inch of depth / per sq. yd. total.**
   All price items to include disposal of surplus materials by CONTRACTOR.
   All price items to include new materials placed, graded and compacted to standard MAG specifications.

2. **Sub-base and sub-grade removal and replacement: per cu. yd**.
   Any surplus materials to be disposed of by CONTRACTOR.
   All materials to be placed, compacted and graded to finish grade as per standard MAG specifications. All price items to include replacement of approved materials.

3. **New asphalt (A/C) only: per 1" of depth / per sq. yd.**
   New material to be placed and compacted to standard MAG specifications.

4. **New aggregate base course (ABC): per ton**
   New material to be placed, graded and compacted to standard MAG specifications.

5. **Earth work and sub-grade preparation only: per cu. yd.**
   All surplus material to be disposed of by CONTRACTOR.
   Sub-grade to be placed, compacted and graded to finished grade.

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CITY OF CHANDLER
NOTICE OF REQUEST FOR PROPOSAL PW5-745-4851

EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

The City makes no guarantee of quantities. Prices shall be tax inclusive.

Item No.	Description	Qty	Unit	Unit Price
Asphalt Patch Removals and Replace				
1	Asphalt Saw cut and match existing, up to 2" Deep	1	LF	$3.50
2	Asphalt Saw cut and match existing, 2" to 3" Deep	1	LF	$3.50
3	Asphalt Saw cut and match existing, 3" to 4" Deep	1	LF	$3.50
4	Asphalt Saw cut and match existing, 4" and above Deep	1	LF	$3.50
5	Remove and Replace EVAC Asphalt, 2" - 4" Deep, (1 - 50 SY)	1	SY	$60.00
6	Remove and Replace EVAC Asphalt, 2" - 4" Deep, (50 - 100 SY)	1	SY	$58.00
7	Remove and Replace EVAC Asphalt, 2" - 4" Deep, (100+ SY)	1	SY	$56.00
8	Remove and Replace EVAC Asphalt, 4" - 8" Deep, (1 - 50 SY)	1	SY	$65.00
9	Remove and Replace EVAC Asphalt, 4" - 8" Deep, (50 - 100 SY)	1	SY	$63.00
10	Remove and Replace EVAC Asphalt, 4" - 8" Deep, (100+ SY)	1	SY	$60.00
11	Remove and Replace Rubberized Asphalt, up to 4" Deep (1-100 SY)	1	SY	$50.00
12	Remove and Replace Rubberized Asphalt, 4" and above Deep (1-100 SY)	1	SY	$50.00
13	Crack Seal	1	LF	$3.90
14	2" Asphalt Cap	1	SY	$23.00
15	Asphalt Milling Up to 1.5" to 2" Deep	1	SY	$15.00
16	Asphalt Pave 2" (12.5MM EVAC AC Mix)	1	SY	$27.50
17	Speed Humps, Removal and Replacement, per Detail C-234	1	EA	$870.00
18	Sub-base and/or subgrade removal and replacement	1	CY	$9.00
19	Aggregate Base Course (ABC) placed and compacted	1	TON	$30.00
20	Paver Removal	1	SF	$27.50
21	Stamped Asphalt	1	SF	$9.00
Utility / Monument Adjustments				
22	Pre-lower manhole frame and covers	1	EA	$290.00

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23	Adjust Existing manhole frame and covers per MAG Detail 420-1 or 420-2 or 422	1	EA	$510.00
24	Pre-lower valves, survey monuments, and sanitary sewer cleanouts	1	EA	$290.00
25	Adjust frame and covers for valves, survey monuments, and sanitary sewer cleanouts per MAG Detail 270	1	EA	$430.00
Concrete and ADA				
26	Concrete Saw cut, Remove and Dispose of all concrete and asphalt from curb ramps, driveways, alley entrances, sidewalks, and valley gutters or concrete aprons.	1	SF	$40.00
27	Concrete Saw cut, Remove and Dispose of concrete curb and gutter or median curb	1	LF	$35.00
28	Sidewalk per MAG Detail 230	1	SF	$35.00
29	Curb & Gutter, Median Curb per MAG Detail 220-1 or 220-2 or221 or 222 or 223	1	LF	$40.00
30	Asphalt Patch Back, 2 feet wide minimum	1	SF	$30.00
31	ADA Truncated Domes per MAG Detail 234	1	SF	$50.00
32	Curb Ramp per MAG Details (236-1 or 236-2 or 236-3 or 236-4) Single	1	EA	$860.00
33	Curb Ramp per MAG Details (236-1 or 236-2 or 236-3 or 236-4) Dual	1	EA	$1,070.00
34	Curb Ramp per MAG Details (237-1 or 237-2 or 236-3) Single	1	EA	$870.00
35	Curb Ramp per MAG Details (237-1 or 237-2 or 236-3) Dual	1	EA	$1,080.00
36	Curb Ramp per MAG Detail 236-5 (modified single) (blended transition)	1	EA	$700.00
37	Curb Ramp per MAG Details (238-1 or 238-2 or 238-3)	1	EA	$900.00
38	Valley Gutters per MAG Detail 240	1	SF	$35.00
39	Concrete Apron per MAG Detail 240	1	SF	$35.00
40	Driveway or Alley Entrance per MAG Detail 260	1	SF	$35.00
41	Commercial Driveway per MAG Detail 250-1, 6" Thick	1	SF	$40.00
Striping and Markings and Loops				
42	Standard COC signal Loop, 6'x50'	1	EA	$1,000.00
43	Obliterate Striping, 4” equivalent	1	LF	$4.00
44	Seal Obliterated Striping, 4” equivalent	1	LF	$4.00
45	4" Yellow Paint Striping	1	LF	$1.40
46	4" White Paint Striping	1	LF	$1.40
47	6" White Paint Striping	1	LF	$2.00

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48	8" White Paint Temporary Turn Lane	1	LF	$2.90
49	8" White Paint Thermoplastic Turn Lane	1	LF	$2.90
50	12" White Paint Temporary Crosswalks	1	LF	$3.00
51	12" White Paint Thermoplastic Crosswalks	1	LF	$3.00
52	18" White Paint Temporary Stop Bars	1	LF	$3.00
53	18" White Paint Thermoplastic Stop Bars	1	LF	$3.00
54	24" White Paint Thermoplastic Railroad Stop Bars	1	LF	$3.00
55	Railroad Symbols Per MUTCD Standard (Actual Count)	1	SET	$160.00
56	School Crosswalk, 24”x10’ Yellow High Visibility Crosswalk Rectangles	1	SET	$160.00
57	School Roll Out Yellow Dots, 24” Diameter	1	EA	$35.00
58	Temporary Turn Arrows, Paint	1	EA	$52.00
59	Turn Arrows, Thermoplastic	1	EA	$110.00
60	Bike Lane Symbols	1	EA	$63.00
61	White Raised Pavement Markers, RPMS	1	EA	$4.00
62	Yellow Raised Pavement Markers, RPMS	1	EA	$4.00
63	Blue Fire Hydrant Reflectors	1	EA	$11.00
64	Temporary Chip Seal Pavement Markers, Yellow	1	EA	$3.00
65	Temporary Chip Seal Pavement Markers, White	1	EA	$3.00
	Miscellaneous			
66	General Survey	1	HR	$150.00
	Traffic Control			
67	Traffic Control Arterial Roadway Sections (Contractor to be paid as invoiced per day)	1	Allowance	$ 87,500
68	Traffic Control Residential and Collector Roadway Sections (Contractor to be paid as invoiced per day)	1	Allowance	$ 30,000
69	City of Chandler Uniformed Police Officer. (Contractor to be paid as invoiced the actual cost of hiring police officer per hour)	1	Allowance	$ 75,000

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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 occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products

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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 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

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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.

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EXHBIT E
ADA TRUNCATED DOMES (TILES)
APPROVED PRODUCTS LIST

1.

NWC Erie St and Cheri Lynn Dr
Cast in Tact Wet Set
By N-Direct
Installation Date: 02/2007
Contact Info
TF Valdez Construction Supply Co., Inc
5660 South 32nd Street, Suite #105
Phoenix, AZ 85040
(602) 305-8575

2.

SEC Erie St and Evergreen St
TekWay Dome Tiles w/Anchor
By StrongGo Inc
Installation Date: 07/2007
Contact Info
StrongGo LLC
3296 E. Hemisphere Loop
Tucson, Arizona 85706
Tel: (520) 547-3510

3.

SWC Erie St and Vine St
ADA Arcis Tactile
By Arcis Corp
Installation Date: 03/2009
Contact Info
Atlas Construction Supply, Inc
1611 S. 27th Ave.
Phoenix, Arizona 85009
Tel: (602) 256-0600

Note: composite tiles are not a suitable substitute for the “hard” tiles listed on this Exhibit and will not be used on this contract.

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. CP25-067

Date: December 09, 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. WW2403.101, with Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C., for the Aquifer Storage and Recovery Well Siting Consultant Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. WW2403.101, to Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C., for the Aquifer Storage and Recovery Well Siting Consultant Services, in an amount not to exceed $109,000.

Background/Discussion:

The city delivers reclaimed water to irrigate golf courses, parks, neighborhood common areas, roadside landscaping, and crops as well as to large industrial users for evaporative cooling needs. This offset in lieu of using potable water for these uses has brought great benefit and value to the city's utility customers. Aquifer Storage and Recovery (ASR) wells support the reclaimed water distribution system by storing excess effluent in the upper aquifer when irrigation demands are low or recovering water to serve customers when demands are high.

Some of the existing ASR wells have diminished performance capacity, which is typical for these types of facilities regardless of preventative and timely maintenance. The overall purpose of the project is to study both replacement ASR wells and new ASR well locations.

The project scope of work consists of identifying potential location(s) for additional

ASR wells and evaluation of the existing Tumbleweed ASR-8 well. The agreement completion time is 180 calendar days following Notice to Proceed.

Evaluation:

The selection process was conducted in accordance with city policy and procedure and state law. This project is being performed under Direct Select for Consultant Services. Staff recommends approval of this agreement with Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C., 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
615.3910.5219.0000.6WW687	Wastewater Operating	Reclaimed Water Infrastructure Impr	$109,000	Y

Attachments

Agreement - Matrix

PROFESSIONAL SERVICES AGREEMENT
Consultant Services
AQUIFER STORAGE AND RECOVERY WELL SITING
Project No. WW2403.101
Council Date: December 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 **Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C., a New Jersey Professional Corp** ("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 **Consultant Services** for **Aquifer Storage and Recovery Well Siting** 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 **180** 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 **$109,000** 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: Sandy Story, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3588 Email: Sandy.Story@chandleraz.gov	
To Consultant:	**LEGAL COMPANY NAME:**	Matrix New World Engineering, Land Surveying and Landscape Architecture, PC
	Mailing Address:	3033 North 44th Street Suite 270, Phoenix, AZ 85018
	Physical Address:	SAME
	Statutory Agent Name:	Harry Brenton
	Statutory Agent Mailing Address:	3033 North 44th Street Suite 270, Phoenix, AZ 85018
	Statutory Agent Physical Address:	SAME
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Harry Brenton, RG
	Title:	Vice President of Hydrogeological Services
	Phone:	(602) 955-5547
	Email:	hbrenton@mnwe.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"
MATRIX NEW WORLD ENGINEERING, LAND SURVEYING AND LANDSCAPE ARCHITECTURE, P.C.

Signature 11/8/24
Date

Harry Brenton
Print Name

Vice President, Hydrogeological Services
Title

hbrenton@mnwe.com
Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

MATRIXNEWORLD
Engineering Progress

Chandler Aquifer Storage and Recovery (ASR) Well Siting Study
(Matrix Project No. 24-0843)

ATTACHMENT I – SCOPE OF SERVICES

Task 1.0 ASR-8 Well Evaluation

Subtask 1.1 Kickoff Meeting, Hydrogeologic Analysis, HASP

Matrix will attend an in person kickoff meeting (**Meeting #1**) with City personnel and the Pump Contractor. The intent of the kickoff meeting is to develop a shared understanding between the City, Matrix, and the Pump Contractor of the Project requirements, City's expectations, and to establish lines of communication.

Matrix will collect and review available data from the City including ADWR imaged records, the well installation report, the well liner installation report, and ASR well testing reports. This review will also include an evaluation of available pumping records, depth to water measurements and sand production measurements in an effort to provide insight and potential causes of the sanding issue. This information will be used to facilitate appropriate strategies for Replacement Well ASR-8R.

This task also includes development a site-specific Health and Safety Plan (HASP) for Matrix field personnel to follow. Matrix understands that the Pump and Drilling Contractors will be hired directly by the City and each Contractor will be responsible for the health and safety of its own personnel and the overall safety of the Site. Each work shift will begin with a daily site safety briefing to include the work anticipated to be performed during each shift.

Subtask 1.2 Down Well Video Survey – Pre-Bail/Brushing

Matrix understands that the City will contract a pump company directly to perform the pump removal and video logging. Matrix will work with the Pump Contractor to visually inspect the pump and column pipe when it's removed to document signs of excessive wear. Following pump removal and to prepare the well for video logging, Matrix recommends that the Pump Contractor add a deflocculant to the well and then allow the well to sit for a period of one week to settle any suspended solids prior to conducting the video. During performance of the video survey, Matrix will provide oversight to document the condition of the well casing and openness of the perforations, confirm well construction details, and depth to top of fill prior to bailing and brushing.

Following review of the down well video survey, Matrix will conduct a virtual meeting/conference call (**Meeting #2**) with the City to discuss the results and develop a path forward which may include brushing and bailing to prepare the well for abandonment in accordance with ADWR rule R12-15-816.

Subtask 1.3 Bail, Brush, Bail Well Casing and Screen

Following performance of the initial well video survey and to prepare the well for abandonment, the Pump Contractor will bail Well ASR-8 in an effort to remove accumulated sand and fill material from the well casing to the total cased depth of 345 ft bgs. Matrix will provide field oversight of bailing activities and will collect samples of the bailed material for visual inspection to determine material gradation. This task includes collection of up to 5 samples for grain size analysis.

If needed following bailing, Matrix will work with the Pump Contractor and the City to prescribe a brushing plan to remove scale build-up and encrustations and increase the percentage of open perforations. Upon

completion of brushing, the bottom of the well will be tagged, and the well will be bailed a second time to remove any materials liberated during brushing.

Subtask 1.4 Down Well Video Survey – Post-Bail/Brushing

After Well ASR-8 has been bailed, brushed, and bailed, the Pump Contractor will conduct a second down well color video survey to document results of the bail/brushing efforts. The video survey will enable Matrix to document the effects of brushing and bailing activities and recommend the appropriate ADWR method to be used for well abandonment.

Subtask 1.5 Well Evaluation Report

Matrix will submit to the City a draft well evaluation report summarizing results of **Task 1.0** for review and comment. The data and recommendations presented in the report will allow the City to make informed decisions regarding the appropriate path forward for Well ASR-8. After submittal of the draft report, Matrix will conduct a virtual meeting (**Meeting #3**) with the City to discuss results of the evaluation, our recommendations, and address any comments received by the City. The final report will include the City comments and edits.

Task 2.0 Evaluate Existing Contingency, Proposed ASR Wells

Matrix will conduct a desktop study in reviewing the existing Aquifer Protection Permit (APP) and Underground Storage Facility (USF) permits for the Tumbleweed Facility. This review will focus on the remaining contingency wells (ASR-13, ASR-14, and ASR-15) to determine if they are still viable for installation in the context of future plans for the park. Matrix will revisit our *ASR Well Siting Study Report* dated May 9, 2023 to confirm that the proposed ASR wells for Los Arboles Park are still viable. Matrix will work closely with the City to determine future development plans for the park and how the plans may affect installation of the remaining contingency wells. Our review will include evaluation of the Arizona Department of Water Resources (ADWR) Maximum Area of Impact (MAOI) and Arizona Department of Environmental Quality (ADEQ) Discharge Impact Area (DIA) associated with water storage at Tumbleweed. Contingency features in the permits will be considered when reviewing well siting locations and volumes for the proposed ASR wells. This Task will include a kickoff meeting (**Meeting #4**).

Task 3.0 ASR Well Siting – Vacant Lot North of McQueen Maintenance Yard

Matrix will work with the City to evaluate and site candidate locations for future ASR wells at the vacant lot north of the McQueen Maintenance Yard in terms of regulatory restrictions, local hydrogeology, proximity to existing wells and proposed water infrastructure. The evaluation will also include estimates of the number of wells that could be installed, the size of the easement that will be required, and how close the wells can be to a proposed water main.

Once Matrix and the City have identified candidate ASR well site(s), Matrix will conduct a preliminary Well Spacing and Impact Analysis for the identified well site(s) based on local hydrogeologic data using the THWELLS analytical model and run particle track simulations using the Phoenix Active Management Area (AMA) groundwater flow model. The models will help assess the impact and extent of recharge and recovery to demonstrate that the proposed ASR well(s) meet ADWR and ADEQ criteria under USF and APP permit requirements. If the permits need to be modified to accommodate the proposed ASR well(s), Matrix will prepare a separate SOW to submit permit application packets to ADWR and ADEQ. Matrix does not propose any field visits or fieldwork associated with this task.

For each candidate well site, the distance to the nearest limiting well and existing or planned distribution lines will be identified. These features will be overlain on hydrogeologic maps to conduct a site-specific analysis which, along with the groundwater modeling results, will help us estimate recharge volumes and pumping rates. Matrix will then hold a meeting (**Meeting #5**) with the City to discuss the results.

Task 4.0 ASR Well Siting – Brine Ponds SWC Gilbert Road/Ocotillo Road

Matrix will work with the City to evaluate and site candidate locations for future ASR wells at the Ocotillo Brine Reduction Facility (OBRF). Matrix understands that the City has plans to remove the brine ponds. Our evaluation will focus on how many wells can be installed at this proposed recharge facility, provide estimates on total volume that can be recharged, and the effects of recharge on existing wells in the area. The OBRF has an existing USF permit (71-541455.0002) to recharge 3,360 acre-feet per year (ac-ft/yr) of effluent which is set to expire on January 27, 2035. Review of OBRF annual reports shows that no recharge has occurred at this USF since 2014, although there are five direct injection wells onsite.

Our evaluation will include a review of regulatory restrictions, local hydrogeology, and proximity to existing wells and water-related infrastructure. Matrix will conduct a preliminary Well Spacing and Impact Analysis for future well sites based on local hydrogeologic data using the THWELLS analytical model and run particle track simulations using the Phoenix AMA groundwater flow model. The models will help assess the impact and extent of recharge and recovery to demonstrate that the proposed ASR well(s) meet ADWR and ADEQ criteria under USF and APP permit requirements. If the permits need to be modified to accommodate the proposed ASR well(s), Matrix will prepare a separate SOW to submit permit application packets to ADWR and ADEQ. Matrix does not propose any field visits or fieldwork associated with this task.

For each candidate well site, the distance to the nearest limiting well and existing or planned distribution lines will be identified. These features will be overlain on hydrogeologic maps to conduct a site-specific analysis which, in addition to the groundwater modeling results, will help estimate recharge volumes and pumping rates. Matrix will then hold an in-person meeting to discuss the results in conjunction with **Meeting #6** mentioned previously in **Task 2.0**.

KEY STAFF

A list of the Matrix Project Team members and their titles is provided below.

PERSONNEL	TITLE
Nathan E. Miller	Senior Technical Director
Harry S. Brenton, RG*	**Senior Project Manager**
Elizabeth L. Mora	Senior Project Professional
Hugo Perea, PhD	Senior Technical Professional
Georgia L. Waters, RG	Senior Technical Professional
Richard F. Uphoff	Technical Specialist
Aaron M. Alke	Senior Technical Assistant
Krystiianna Langston	Administrative Assistant

Notes: * Denotes Project Manager and Primary Contact

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COST PROPOSAL

Matrix proposes to complete the SOW presented herein for a *time and materials not-to-exceed* cost of **$109,000** as presented in **Chart 1** and the attached detailed fee estimate (**Attachment II**). Any additional work that may be needed will require the City's prior written authorization to utilize the Owners Allowance and/or obtain a Change Order.

Table 1 Cost Estimate – ASR Well Siting Study

Scope of Work	Matrix Fees and Expenses	Subcontractor Fees	Total
Task 1.0 - ASR-8 Well Evaluaiton	$ 35,671.56	$ -	$ 35,671.56
Task 2.0 - Evaluate Existing Contingency, Proposed ASR Wells	$ 9,394.00	$ -	$ 9,394.00
Task 3.0 - ASR Well Siting - Vacant Lot N of McQueen Maint Yard	$ 29,250.00	$ -	$ 29,250.00
Task 4.0 - ASR Well Siting - Brine Ponds SWC GilbertRd/OcotilloRd	$ 31,304.77	$ -	$ 31,304.77
TOTAL (TASK 1, TASK 2, TASK 3 and TASK 4):	**$ 105,620.33**	**$ -**	**$ 105,620.33**
OWNERS ALLOWANCE	$ 3,379.67	$ -	$ 3,379.67
GRAND TOTAL	**$ 109,000.00**	**$ -**	**$ 109,000.00**

— END SCOPE OF SERVICES —

EXHIBIT "B"
COMPENSATION AND FEES

ATTACHMENT II - REVISED COST ESTIMATE
Chandler ASR Well Siting Study and ASR-8 Evaluation
Matrix #P24-0843

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Task 1.0 - ASR-8 Well Evaluaiton				
Subtask 1.1 - Kickoff Meeting, Hydrogeologic Analysis, HASP	**Rate**	**Quantity**	**Units**	**Totals**
Senior Project Manager	$ 246.75	24	hrs	$ 5,922.00
Senior Project Professional	$ 199.50	4	hrs	$ 798.00
Project Professional	$ 189.00	4	hrs	$ 756.00
Senior Data / Field Specialist	$ 131.25	24	hrs	$ 3,150.00
Senior Technical Assistant	$ 110.25	1	hrs	$ 110.25
Reimbursable Travel Expenses (includes 15% markup)				
Mileage	$ 0.77	35	mi	$ 26.97
			Subtask 1.1 Subtotal	**$ 10,763.22**
Subtask 1.2 - Down Well Video Survey - Pre-Bail/Brushing	**Rate**	**Quantity**	**Units**	**Totals**
Senior Project Manager	$ 246.75	10	hrs	$ 2,467.50
Senior Project Professional	$ 199.50	4	hrs	$ 798.00
Senior Technical Professional	$ 168.00	2	hrs	$ 336.00
Senior Data / Field Specialist	$ 131.25	16	hrs	$ 2,100.00
Senior Technical Assistant	$ 110.25	1	hrs	$ 110.25
Reimbursable Travel Expenses (includes 15% markup)				
Mileage	$ 0.77	70	mi	$ 53.94
			Subtask 1.2 Subtotal	**$ 5,865.69**
Subtask 1.3 - Bail, Brush, Bail Well Casing and Screen	**Rate**	**Quantity**	**Units**	**Totals**
Senior Project Manager	$ 246.75	14	hrs	$ 3,454.50
Senior Project Professional	$ 199.50	4	hrs	$ 798.00
Senior Data / Field Specialist	$ 131.25	28	hrs	$ 3,675.00
Reimbursable Travel Expenses (includes 15% markup)				
Mileage	$ 0.77	70	mi	$ 53.94
Shipping	$ 287.50	1	event	$ 287.50
			Subtask 1.3 Subtotal	**$ 8,268.94**
Subtask 1.4 - Down Well Video Survey - Post-Bail/Brushing	**Rate**	**Quantity**	**Units**	**Totals**
Senior Project Manager	$ 246.75	6	hrs	$ 1,480.50
Senior Project Professional	$ 199.50	2	hrs	$ 399.00
Data / Field Specialist	$ 120.75	0	hrs	$ -
Senior Technical Assistant	$ 110.25	1	hrs	$ 110.25
Reimbursable Travel Expenses (includes 15% markup)				
Mileage	$ 0.77	35	mi	$ 26.97
			Subtask 1.4 Subtotal	**$ 3,591.72**

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Subtask 1.5 - Well Evaluation Report	Rate	Quantity	Units	Totals
Senior Project Manager	$ 246.75	8	hrs	$ 1,974.00
Senior Project Professional	$ 199.50	4	hrs	$ 798.00
Senior Technical Professional	$ 168.00	4	hrs	$ 672.00
Senior Technical Specialist	$ 147.00	4	hrs	$ 588.00
Senior Data / Field Specialist	$ 131.25	24	hrs	$ 3,150.00
			Subtask 1.5 Subtotal	**$ 7,182.00**
			Task 1.0 Subtotal	**$ 35,671.56**

Task 2.0 - Evaluate Existing Contingency, Proposed ASR Wells	Rate	Quantity	Units	Totals
Senior Project Manager	$ 247.00	16	hrs	$ 3,952.00
Senior Project Professional	$ 200.00	8	hrs	$ 1,600.00
Senior Technical Specialist	$ 147.00	4	hrs	$ 588.00
Senior Data / Field Specialist	$ 131.00	24	hrs	$ 3,144.00
Senior Technical Assistant	$ 110.00	1	hrs	$ 110.00
			Task 2.0 Subtotal	**$ 9,394.00**

Task 3.0 - ASR Well Siting - Vacant Lot N of McQueen Maint Yard	Rate	Quantity	Units	Totals
Senior Technical Director	$ 278.00	4	hrs	$ 1,112.00
Senior Project Manager	$ 247.00	32	hrs	$ 7,904.00
Senior Project Professional	$ 200.00	32	hrs	$ 6,400.00
Senior Technical Professional	$ 168.00	40	hrs	$ 6,720.00
Senior Technical Specialist	$ 147.00	12	hrs	$ 1,764.00
Senior Data / Field Specialist	$ 131.00	40	hrs	$ 5,240.00
Senior Technical Assistant	$ 110.00	1	hrs	$ 110.00
			Task 3.0 Subtotal	**$ 29,250.00**

Task 4.0 - ASR Well Siting - Brine Ponds SWC GilbertRd/OcotilloRd	Rate	Quantity	Units	Totals
Senior Technical Director	$ 278.00	6	hrs	$ 1,668.00
Senior Project Manager	$ 247.00	32	hrs	$ 7,904.00
Senior Project Professional	$ 200.00	32	hrs	$ 6,400.00
Senior Technical Professional	$ 168.00	40	hrs	$ 6,720.00
Senior Technical Specialist	$ 147.00	12	hrs	$ 1,764.00
Senior Data / Field Specialist	$ 131.00	50	hrs	$ 6,550.00
Senior Technical Assistant	$ 110.00	1	hrs	$ 110.00
Reimbursable Travel Expenses (includes 15% markup)				
Mileage	$ 0.77	245	mi	$ 188.77
			Task 40 Subtotal	**$ 31,304.77**

COST SUMMARY	Subtotals
Task 1.0 - ASR-8 Well Evaluaiton	$ 35,671.56
Task 2.0 - Evaluate Existing Contingency, Proposed ASR Wells	$ 9,394.00
Task 3.0 - ASR Well Siting - Vacant Lot N of McQueen Maint Yard	$ 29,250.00
Task 4.0 - ASR Well Siting - Brine Ponds SWC GilbertRd/OcotilloRd	$ 31,304.77
TOTAL (TASK 1, TASK 2, TASK 3 and TASK 4):	**$ 105,620.33**
OWNERS ALLOWANCE	**$ 3,379.67**
GRAND TOTAL	**$ 109,000.00**

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

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

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, field notes, tracings, studies, investigations, design analyses, original drawings, original mylars, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of City and are to be delivered to the Project Manager before the final payment is made to Consultant. In the event these Documents are altered, modified or adapted without the written consent of Consultant, which consent Consultant must not unreasonably withhold, City agrees to hold Consultant harmless to the extent permitted by law from the legal liability arising out of City's alteration, modification or adaptation of the Documents.

Re-use of Documents. The parties agree the documents, drawings, specifications and designs, although the property of City, are prepared for this specific project and are not intended nor represented by Consultant to be suitable for re-use for any other project. Any re-use without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

Documents to Bear Seal. Consultant and its subconsultants must endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law.

EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

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

EXHIBIT “F”
FEDERAL REQUIREMENTS

N/A

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. UA25-033

Date: December 09, 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. PW2-988-4407, Amendment No. 3, with Artistic Land Management, Inc., for Public Works Landscape Services

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Proposed Motion:

Move City Council approve Agreement No. PW2-988-4407, Amendment No. 3, with Artistic Land Management, Inc., for Public Works landscape services, in an amount not to exceed $1,495,200, for a one-year term, January 1, 2025, through December 31, 2025.

Background/Discussion:

Landscaping services are necessary to provide maintenance for numerous facilities managed by the Public Works & Utilities Department. These services ensure facilities are well-maintained and accessible for staff and residents. Well-landscaped areas also enhance the security aspects of city facilities and help deter crime on city-owned property.

Services under this agreement will include weekly trash pickup, weed control, irrigation repair, mowing, pruning, trimming, and the spreading of decomposed granite, as needed. Approximately 453 acres of landscaped areas are to be maintained under this proposed agreement. Sites include the Pecos Surface Water Treatment Plant, Airport Water Reclamation Facility, Ocotillo Water Reclamation Facility, Ocotillo Brine Reduction Facility, Recycling Solid Waste Collection Center, Paseo Vista former landfill, Utilities Administration buildings, and 70 well sites, booster stations, and reclaimed water turn-out facilities.

Evaluation:

On December 9, 2021, City Council approved Agreement No. PW2-988-4407, for Public Works landscape services, with Artistic Land Management, Inc., for a one-year term, with the option of up to four (4) one-year extensions. The contractor has agreed to extend the agreement for a one-year period at the same terms and conditions, with a 4% price increase, citing cost increases in fuel and labor. Staff finds the request to be fair and reasonable. Staff recommends the extension of this agreement for the term of January 1, 2025, through December 31, 2025. This amendment represents 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	$100,000	N
605.3860.5420	Water Operating	N/A	$330,000	N
615.3960.5420	Wastewater Operating	N/A	$225,000	N
612.3960.5420	Reclaimed Water Operating Fund	N/A	$95,000	N
615.3900.5420	Wastewater Operating	N/A	$15,000	N
615.3940.5420	Wastewater Operating	N/A	$30,000	N
605.3050.5420	Water Operating	N/A	$6,800	N
605.3800.5420	Water Operating	N/A	$6,800	N
605.3840.5420	Water Operating	N/A	$6,800	N
615.3900.5420	Wastewater Operating	N/A	$6,800	N
625.3700.5420	Solid Waste Operating	N/A	$87,000	N

625.3720.5420	Solid Waste Operating	N/A	$66,000	N
625.3710.6210.0000.6SW497.0000	Solid Waste Operating	N/A	$200,000	Y
616.3930.5420	Wastewater Industrial Process	N/A	$90,000	N
612.3970.5420	Reclaimed Water Operating Fund	N/A	$40,000	N
615.3970.5420	Wastewater Operating	N/A	$150,000	N
101.1061.5219.7NBH	General Fund	N/A	$40,000	N

Attachments

Amendment - Artistic

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City Clerk Document No. _____

City Council Meeting Date: December 12, 2024

AMENDMENT TO CITY OF CHANDLER AGREEMENT
PUBLIC WORKS LANDSCAPE SERVICES
CITY OF CHANDLER AGREEMENT NO. PW2-988-4407

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 Artistic Land Management, 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 landscape services (Agreement); and

WHEREAS, the term of the Agreement was January 1, 2022, through December 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 January 1, 2025, through December 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 $1,495,200.00.

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

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Jose Hernandez

Its: president

APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

By: _____

City Clerk

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EXHIBIT B – REVISED PRICING

***prices shall be tax inclusive**

Municipal Utilities Administration 975 E. Armstrong Way, Bldg J, K, L, O Frontage Rd., Storage Yard Weekly Service with exception of Storage Yard monthly service.						
Item	**Location**	**Per Frequency Schedule Total Monthly Unit Price**		**Quantity**		**Total Annual Price**
1.	Municipal Utilities Administration Facility	$1,568.72	x	12 months	=	$18,824.69
2.	Storage Yard	$61.19	x	12 months	=	$734.29
3.	Pre-emergent with blue dye for both locations	$337.04/per frequency	x	2 times per year	=	$674.07
4.	Power wash sidewalks	$128.53/per frequency		26, Every Other Week		$3,341.78

SURFACE WATER TREATMENT PLANT 1475 E. PECOS RD 35 Total Acres						
Item	**Location**	**Per Frequency Schedule Total Monthly Unit Price**		**Quantity**		**Total Annual Price**
1.	Surface Water Treatment Plant	$5,002.96	x	12 months	=	$60,035.48
2.	Pre-emergent with blue dye	$6,812.22/per frequency	x	2 times per year	=	$13,624.43

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EXHIBIT B – PRICING CONT'D

WATER PRODUCTION FACILITIES, WELLS & RESERVOIRS (L) = Landscaped Areas, (U) = Unlandscaped Areas, (R)= River Rock						
Item	**Location**	**Per Frequency Schedule Total Monthly Unit Price**		**Quantity**		**Total Annual Price**
1.	AIRPORT WPF (L) Reservoir 2250 S. Airport Blvd. (7.75 acres)	$694.80	x	12 months	=	$8,337.61
2.	ALAMOSA WPF 4260 S Gilbert Rd (7.8 acres)	$2,408.47	x	12 months	=	$28,901.64
3.	AMBERWOOD WPF (U) Well Site 2327 W. Calle Del Norte (at Amberwood Park; 0.5 acre)	$154.39	x	12 months	=	$1,852.63
4.	APACHE PARK WPF (U) Reservoir 799 N. Knox Rd. (Located at Apache Park) (1 acre)	$308.77	x	12 months	=	$3,705.26
5.	APPLEBY WELL 3445 S Pinaleno Dr (.55 acres)	$169.81	x	12 months	=	$2,037.71
6.	ARROWHEAD Water Production Facility and Xeriscape. 426 N. Arrowhead (2 acres)	$1,004.72	x	12 months	=	$12,056.62
7.	ARROWHEAD WELL 426 N Arrowhead 0.25 acres	$77.13	x	12 months	=	$925.54
8.	BASHA ROAD (L) Reservoir 4501 S. Basha Rd (2.25 acres)	$77.13	x	12 months	=	$925.54

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9.	BRIGHT ANGEL WELL 4576 S Bright Angel Way (.91 acres)	$280.99	x	12 months	=	$3,371.84
10.	BROOKS CROSSING WPF (L) 1405 W. Calle Del Norte (Motorola North; 0.5 acre)	$154.39	x	12 months	=	$1,852.63
11.	BUSHWAY WPF (L) Reservoir 625 W. Bush Way (2 acres)	$1,033.02	x	12 months	=	$12,396.21
12.	CAP ARIZONA WPF (L) Reservoir 597 E. Western Canal (2 acres)	$617.67	x	12 months	=	$7,412.07
13.	CAP HENDRIX WPF (L) Reservoir 1330 W. Cortez Court (1 acre)	$1,089.63	x	12 months	=	$13,075.54
14.	COLT WPF (L) Reservoir 2127 N. 91st Place (2 acre)	$617.67	x	12 months	=	$7,412.07
15.	COOPER ROAD WPF (L) Well Site 328 N. Cooper Road (0.25 acre)	$77.13	x	12 months	=	$925.54
16.	DESERT BREEZE WPF (U) Well Site 660 North Desert Breeze Blvd. (0.25 acres)	$77.13	x	12 months	=	$925.54
17.	DOBSON SOUTH WPF (L) 3510 S. Dobson Rd INTEL FAB 12 Reservoir (2 acres)	$617.67	x	12 months	=	$7,412.07
18.	EAST KNOX 450 E Knox Rd (1.6 acres)	$494.02	x	12 months	=	$5,928.20
19.	EAST WOOD WELL 3250 E Wood Dr (.42 acres)	$130.04	x	12 months	=	$1,560.43
20.	Fire Station Well 5211 S.	$308.77	x	12 months	=	$3,705.26

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	McQueen (L) (1 acre)					
21.	FRYE ROAD WPF (L) 592 W. Frye Road (2 acres; San Marcos Reservoir)	$617.67	x	12 months	=	$7,412.07
22.	GILBERT ROAD WPF (L) Reservoir 6120 S. Gilbert Road (1 acre)	$308.77	x	12 months	=	$3,705.26
23.	GOLDEN LANE WELL 3651 W Golden Lane Rd (1 acre)	$308.77	x	12 months	=	$3,705.26
24.	HAHN WPF (SRP Well) (L) 490 E. Warner Road (2 acres)	$617.67	x	12 months	=	$7,412.07
25.	HIGHTOWN WPF (U) SE Corner of Chandler Blvd & Avenida Tercera (0.25 acres)	$77.13	x	12 months	=	$925.54
26.	HUNT HIGHWAY (L) Reservoir 2022 E. Hunt Highway (2 acres)	$617.56	x	12 months	=	$7,410.67
27.	IRIS WELL 2948 E Iris Dr. (.30 acres)	$92.82	x	12 months	=	$1,113.85
28.	KBN WELL 23850 S Arizona Ave (.25 acres)	$77.13	x	12 months	=	$925.54
29.	Knox/Apache (U)Deep Well 799 E. Knox (.32 acres)	$77.13	x	12 months	=	$925.54
30.	LINDSAY WPF (U) Reservoir 6300 S. Lindsay Rd. (3.3 acres)	$1,018.87	x	12 months	=	$12,226.42
31.	McDermott Well (U) (297 E. Ocotillo Rd., .40 acres	$123.41	x	12 months	=	$1,480.93
32.	McQueen WPF (U) Reservoir 1200 E. Galveston	$123.41	x	12 months		$1,480.93

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	(0.25 acres)				=	
33.	MONTEREY WPF (L) Reservoir 3840 W. Monterey (1 acre)	$308.77	x	12 months	=	$3,705.26
34.	Nightingale Lot (U) 3494 S. Cooper Rd. (2.5 acres)	$133.74	x	12 months	=	$1,604.88
35.	NORMAN WELL 2765 E Ocotillo Rd (.91 acres)	$281.10	x	12 months	=	$3,373.24
36.	OCOTILLO WELL 4015 S Nebraska St (.40 acres)	$123.41	x	12 months	=	$1,480.93
37.	ORCHID LANE WPF (U) Well Site 1296 N. Alma School Road (0.25 acres)	$77.13	x	12 months	=	$925.54
38.	Pennington (U) 403 S. Pennington (.5 acres)	$154.39	x	12 months	=	$1,852.63
39.	PLEASANT WELL (U) 4877 S Pleasant Dr (.40 acres)	$123.41	x	12 months	=	$1,480.93
40.	PRICE SOUTH WPF (L) 2499 S. Price Road (3.5 acres; Continuum site)	$771.93	x	12 months	=	$9,263.16
41.	ROOSEVELT WPF (L) Reservoir 331 S. Roosevelt (3 acres)	$926.32	x	12 months	=	$11,115.79
42.	RURAL WPF (L) (INTEL) Reservoir 600 N. Rural Road (1.5 acres)	$463.16	x	12 months	=	$5,557.90
43.	SHAWNEE WPF (U) Well Site 1500 W. Mesquite Street	$154.39	x	12 months	=	$1,852.63

	(at Shawnee Park; 0.5 acres)					
44.	Val Vista & Riggs LOT (U) SW corner of Val Vista & Riggs Road (Empty lot) (3.0 acres)	$926.32	x	12 months	=	$11,115.79
45.	Warner Well (U) 2181 E. Warner Rd. (.25 acres)	$77.13	x	12 months	=	$925.54
46.	WEST PECOS ROAD WPF (L) SE Corner of Pecos & Alma School (0.5 acres; Well Site)	$154.39	x	12 months	=	$1,852.63
47.	WEST WILLIS WELL 2300 W Willis Rd. (.5 acres)	$154.39	x	12 months	=	$1,852.63
48.	Riggs Well, 5920 S. 142nd St. (L) (.30 acres)	$92.82	x	12 months	=	$1,113.85
49.	Avalon Easement. No official address, Parcel #303-36-960 (25'x245' area). Property is west side of SRP residents irrigation canal	$876.33	X	12 months	=	$10,515.96
50.	Pre-emergent to all locations includes blue dye application	$9,730.06/per frequency	x	2 times per year	=	$19,460.11

OCOTILLO WATER RECLAMATION FACILITY, TURNOUTS AND WELL SITES Addresses listed below L) =LANDSCAPED AREAS (U) =UNLANDSCAPED AREAS (R) = RIVER ROCK						
Item	**Location**	**Per Frequency Schedule Total Monthly Unit Price**		**Quantity**		**Total Annual Price**
1.	Ocotillo Water Reclamation Facility (L). 3333 S. Old Price Rd. (approx. 71 acres)	$7,318.49	X	12 months	x	$87,821.87
2.	LONE BUTTE WWTP (U)	$4,475.92	x	quarterly	=	$17,903.68

	2822 E. Indian Wells Place Weed control only (55 acres)					
3.	OCOTILLO ASR WELL SITES (10) (L). 3707 S. Old Price Rd. (1 acre)	$1,112.32	x	12 months	=	$13,347.84
4.	Pre-emergent to all locations with blue dye	$12,523.05/per frequency	x	2 times per year	=	$25,046.10

OCOTILLO BRINE REDUCTION FACILITY (OBRF), BASINS AND EVAPORATION PONDS 3737 S Old Price Rd						
Item	**Location**	**Per Frequency Schedule Total Monthly Unit Price**		**Quantity**		**Total Annual Price**
1.	Ocotillo Brine Reduction Facility and Emergency Retention Basin	$2,844.23	X	12 months	x	$34,130.74
2.	Brine Ponds	$794.75	X	12 months	x	$9,536.99
3.	Inside Evap. Pond	$523.59	X	12 months	x	$6,283.08
4.	Outside Evap. Pond	$551.89	x	12 months	x	$6,622.67
5.	Pre-emergent to all locations with blue dye	$2,054.44/per frequency	x	2 times per year	=	$4,108.89

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AIRPORT WATER RECLAMATION FACILITY						
Item	**Location**	**Per Frequency Schedule Total Monthly Unit Price**		**Quantity**		**Total Annual Price**
1.	AIRPORT WATER RECLAMATION FACILITY (L) 905 E. Queen Creek RD (99 acres includes new berm, and area inside and outside of southeast block wall, and along roads around emergency storage basins and reclaimed pump station)	$6,100.50	X	12 months	x	$73,205.94
2.	Pre-emergent to all locations with blue dye	$9,141.56/per frequency	x	2 times per year	=	$18,283.12

AIRPORT WATER RECLAMATION FACILITY RECLAIM SITES						
Item	**Location**	**Per Frequency Schedule Total Monthly Unit Price**		**Quantity**		**Total Annual Price**
1.	TUMBLEWEED PARK WELL SITE (U) 822 E. Ryan Rd. (5.5 acres)	$163.96	x	12 months	=	$1,967.47
2.	Bear Creek Reclaimed Turnout (R) 375 E Chandler Heights Rd.	$163.96	x	12 months	=	$1,967.47
3.	Lone Tree Reclaimed Turnout (R) 6065 S Four Peaks Place	$163.96	x	12 months	=	$1,967.47
4.	Sun Groves Reclaimed Turnout_ (R)	$163.96	x	12 months	=	$1,967.47

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	4550 E Riggs Rd					
5.	Lagos Vistoso Reclaimed Turnout_ (R) 853 E Riggs Rd	$163.96	x	12 months	=	$1,967.47
6.	Pine Lakes Reclaimed Turnout_ (R) 478 E San Carlos Way	$163.96	x	12 months	=	$1,967.47
7.	Fulton Ranch Reclaimed Turnout_ (R) 4804 S Sunland Dr.	$163.96	x	12 months	=	$1,967.47
8.	Valencia II Reclaimed Turnout_ (R) 3888 S Desert Jewel Blvd.	$163.96	x	12 months	=	$1,967.47
9.	Layton Lakes Reclaimed Turnout (R) 7425 E Layton Lakes Blvd.	$163.96	x	12 months	=	$1,967.47
10.	Old Stone Ranch Reclaimed Turnout_ (R) 4203 S Mingus	$163.96	x	12 months	=	$1,967.47
11.	Hillcrest ASR Well (U) 5899 S. Hillcrest Drive	$163.96	x	12 months	=	$1,967.47
12.	Pre-emergent to all locations with blue dye	$1,046.28/per frequency	x	2 times per year	=	$2,092.56

SOLID WASTE FACILITY AND PASEO VISTA RECREATION SITE

Item	Location	Per Frequency Schedule Total Monthly Unit Price		Quantity		Total Annual Price
1.	Recycling/Solid Waste, 955 E. Queen Creek Rd.	$3,907.46	X	12 months	x	$46,889.54
2.	Paseo Vista, 3850 S. McQueen Rd.	$4,933.08	X	12 months	x	$59,197.00
3.	Pre-emergent to all locations with blue dye	$7,196.73/per frequency	x	2 times per year	=	$14,393.45

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Lift Station Sites						
Item	**Location**	**Per Frequency Schedule Total Monthly Unit Price**		**Quantity**		**Total Annual Price**
1.	Sunbird, 1520 E. Hunt Hwy	$ 90.10	X	12 months	x	$ 1,081.14
2.	Mission Estates, 988 E. Peach Tree	$ 120.12	X	12 months	x	$ 1,441.44
3.	Golf Course, 308 E. Riggs Rd.	$ 60.06	X	12 months	x	$ 720.72
4.	Riggs, 598 W. Riggs Rd.	$ 60.06	x	12 months	x	$ 720.72
5.	Germann, 603 E. Germann Rd.	$ 120.12	x	12 months		$ 1,441.44
6.	Price Rd. Junction Structure, 1025 S. Price Rd.	$ 90.10	x	12 months		$ 1,081.14
7.	Diversion Structure, 441 S. Price Rd.	$ 90.10	x	12 months		$ 1,081.14
8.	Manganaro, 2991 W. Ray Rd.	$ 120.12	x	12 months		$ 1,441.44
9.	Robertson (Kyrene), 825 S. Kyrene Rd.	$ 120.12	x	12 months		$ 1,441.44
10.	Old Pecos, 6700 W. Pecos Rd.	$ 60.06	x	12 months		$ 720.72
11.	Pecos and Kessler Site	$ 60.06	x	12 months		$ 720.72
12.	Pre-emergent to all locations with blue dye	$1,508/per frequency	x	2 times per year	=	$ 3,016.00

Docusign Envelope ID: EFA9C2E4-D7E3-4DD9-AED8-30FCADE25481

Additional Labor Rates:

Hourly rate for extra work	$36.22/hour
Hourly rate for extra Irrigation Work	$56.09/hour
Labor charge for Power Washing	$50.24/hour
Labor charge for Bobcat with Operator	$91.14/hour
Labor charge for extra weed control – non turf (per acre/including materials) for sites added during the course of the contract $292.11/acre	
Price to water plants at Evaporation Pond Site with water truck and hose. (This would be on an as-needed basis, to be determined by the Contract Administrator/designee). $ 701.06 Price for one time watering of all plants $1,285.28	
Tree Trimming above 25' $67.77/hour	
Price to power wash sidewalk $.06. per sq.ft. (includes labor and equipment)	

Bulk Trash/Miscellaneous Pick-Ups	**Price**
2-man crew (includes two-man crew, truck & trailer, tools, administrative expenses and travel time.	$75/hour
Disposal Fees	$50/per ton
Tractor for larger items (includes tractor and operator)	$95/hour
Residential Abatements	Individual estimate provided based on scope of work to be approved by city staff

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** RE25-040

Date: December 09, 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: Resolution No. 5849 Approving the Abandonment of a Temporary Drainage Easement No Longer Needed for Public Use Located on the Southwest Corner of Gilbert Road and Insight Way

Proposed Motion:

Move City Council pass and adopt Resolution No. 5849 approving the abandonment of a temporary drainage easement no longer needed for public use located on the southwest corner of Gilbert Road and Insight Way.

Background:

In 2008, the city acquired a temporary drainage easement (“TDE”) for the Gilbert Road Improvement Project from Germann Road to Queen Creek Road from the owner of the property located on the southwest corner of Gilbert Road and Insight Way (the “Property”). The owner has developed the Property with site, drainage, and industrial building improvements (the “Improvements”). The Improvements include permanent drainage facilities that will accommodate the drainage volumes attributable to the TDE. The owner of the Property has requested the abandonment of the TDE as it is no longer needed with the completion of the Improvements.

Staff reviewed the request and concurs that the TDE may be abandoned.

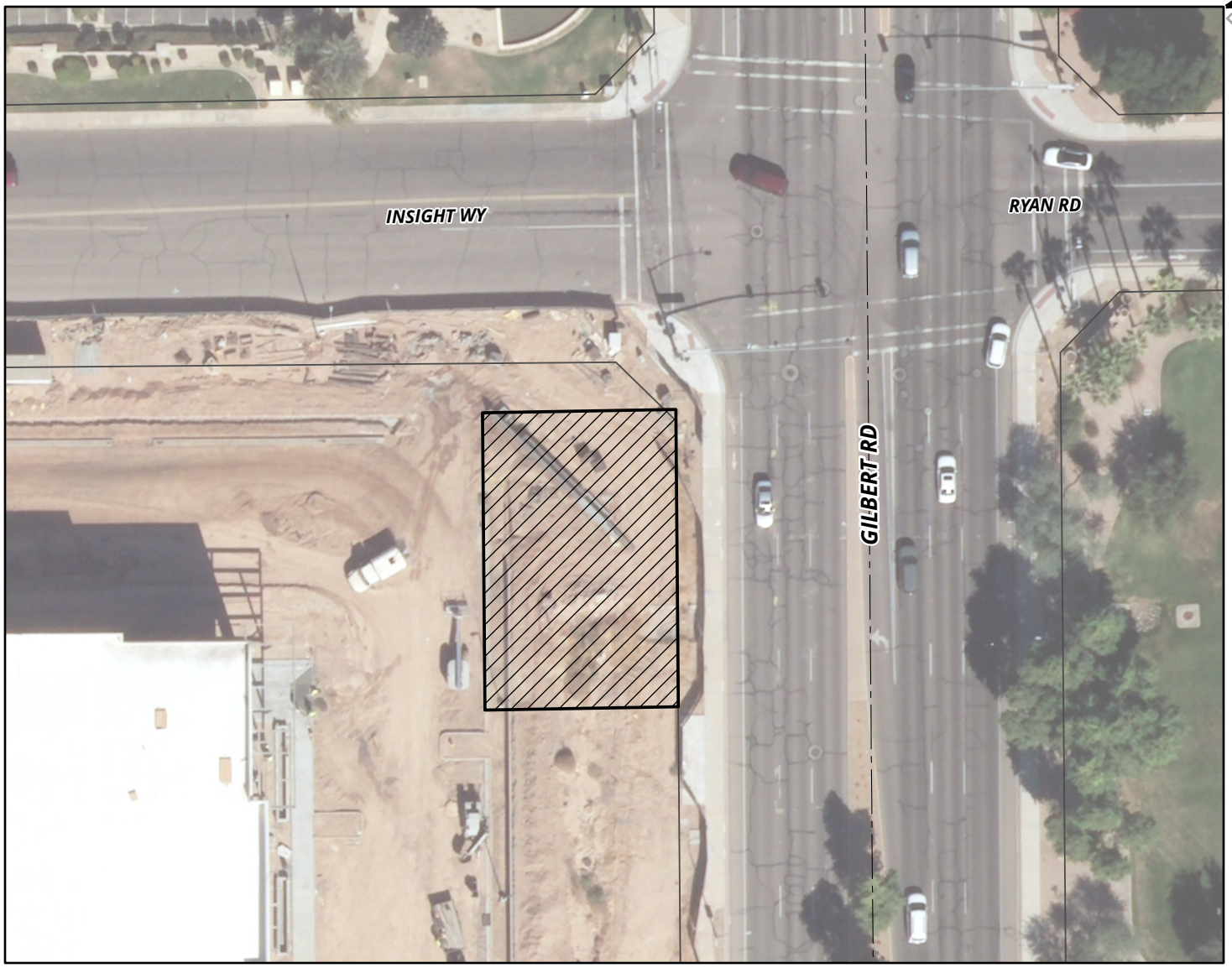
Attachments

Location Map

Resolution No. 5849

CHANDLER arizona

RESOLUTION NO. 5849 APPROVING THE ABANDONMENT OF A TEMPORARY DRAINAGE EASEMENT NO LONGER NEEDED FOR PUBLIC USE LOCATED ON THE SOUTHWEST CORNER OF GILBERT ROAD AND INSIGHT WAY



MEMO NO. RE25-040

TEMPORARY DRAINAGE EASEMENT

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Real Estate\2025\RE25-040\RE25-040\RE25-040.aprx 10/22/2024 JulietteC

RESOLUTION NO. 5849

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING THE ABANDONMENT OF A TEMPORARY DRAINAGE EASEMENT NO LONGER NEEDED FOR PUBLIC USE LOCATED ON THE SOUTHWEST CORNER OF GILBERT ROAD AND INSIGHT WAY.

WHEREAS, in 2008, the City acquired a temporary drainage easement (the "TDE") for the Gilbert Road Improvement Project from Germann Road to Queen Creek Road from the owner of the property located on the southwest corner of Gilbert Road and Insight Way (the "Property"); and

WHEREAS, the current owner, W/C 2701 Ryan Holdings VII LLC (the "Owner"), has constructed site, drainage and building improvements on the Property (the "Development"); and

WHEREAS, the Owner's Development was designed to accommodate the drainage volumes that the TDE was designed to accept for the Gilbert Road Improvement Project from Germann Road to Queen Creek Road.

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

Section 1. Authorizes the City of Chandler to abandon the TDE described in the Exhibit "A" description and Exhibit "B" drawing as the Development permanently accounts for these drainage volumes.

Section 2. Approves the document used to abandon the TDE in the form approved by the City Attorney and attached hereto as Exhibit "C" and made a part of this Resolution.

Section 3. Authorizes the Mayor of the City of Chandler to execute and deliver all documents necessary to abandon the TDE.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of December, 2024.

ATTEST:

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5849 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of December, 2024, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

DMG

Entellus™
2565 N. 44th Street Suite 125
Phoenix, AZ 85008-3279
Tel 602.244.2566
Fax 602.244.8947
Email: www.entellus.com

EXHIBIT "A"

LEGAL DESCRIPTION

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 6-18-2007
ARIZONA U.S.A.

That portion of a parcel of land as described in Deed #2007-0605951, records of MARICOPA COUNTY, ARIZONA located in the SOUTHEAST QUARTER of SECTION 12, TOWNSHIP 2 SOUTH, RANGE 5 EAST of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the EAST QUARTER CORNER of SECTION 12, being monumented with a Brass Cap in Hand Hole, from which the SOUTHEAST CORNER of SECTION 12 bears South 00 degrees 28 minutes 59 seconds East a distance of 2639.50 feet, said line being the East line of the Southeast Quarter of said Section 12 and the basis of bearing for this description;

Thence along said East line of said Southeast Quarter, South 00 degrees 28 minutes 59 seconds East, a distance of 66.57 feet;

Thence South 88 degrees 58 minutes 05 seconds West a distance of 65.00 feet to a point on a line parallel with and 65.00 feet distant from said East line, said line also being the proposed West right-of-way line of Gilbert Road, said point also being THE POINT OF BEGINNING;

Thence along said proposed West right-of-way line, South 00 degrees 28 minutes 59 seconds East a distance of 100.00 feet;

Thence South 88 degrees 58 minutes 05 seconds West a distance of 65.00 feet to a point on a line parallel with and 130.00 feet distant from the East line of said Southeast Quarter;

Thence along said parallel line, North 00 degrees 28 minutes 59 seconds West a distance of 100.00 feet to a point;

Thence North 88 degrees 58 minutes 05 seconds East a distance of 65.00 feet to THE POINT OF BEGINNING.

Containing an area of 6500 SQUARE FEET or 0.149 ACRES, more or less.

See Exhibit "B"

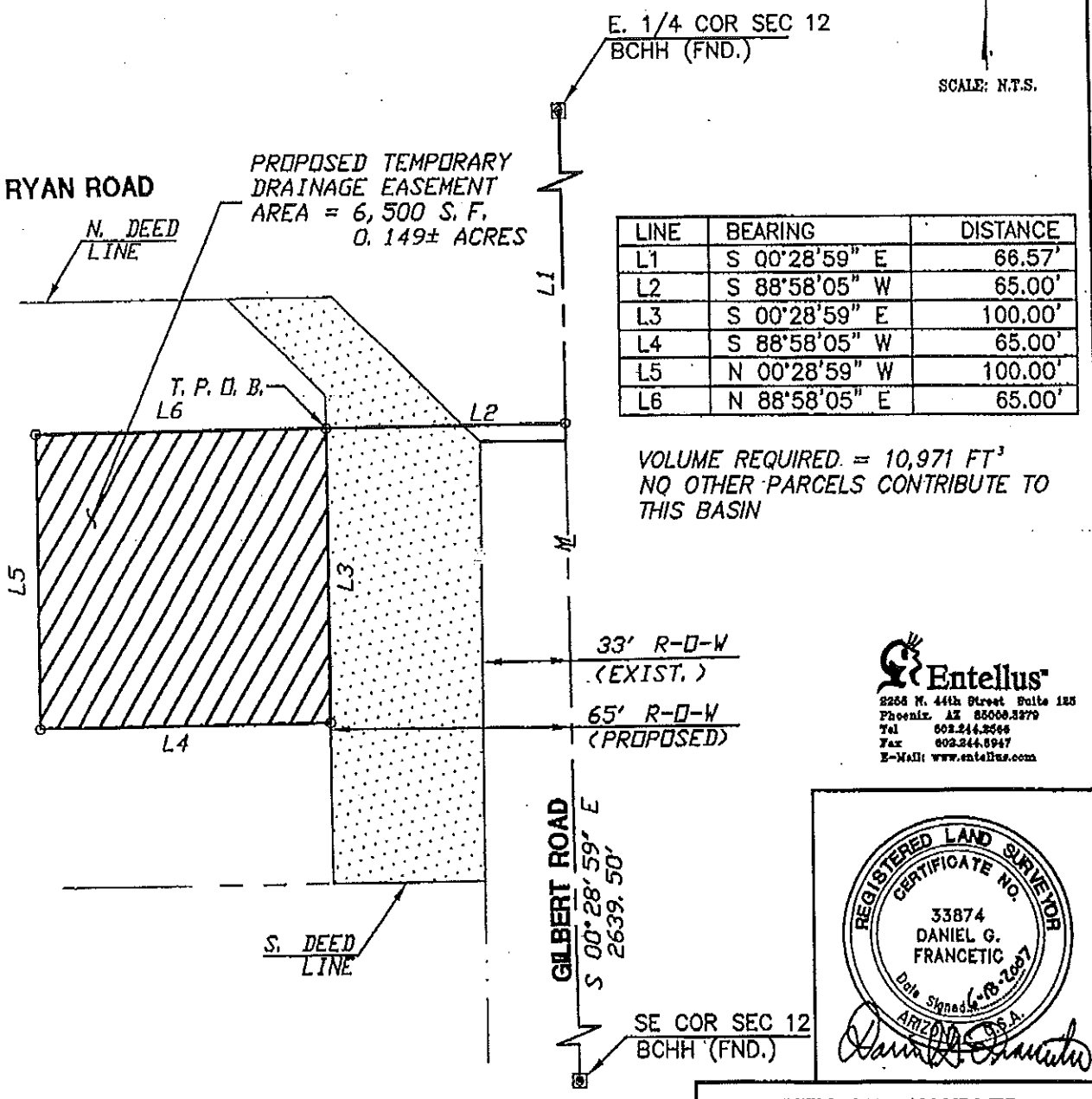
Note: The legal description above is based on recorded documents such as the subject parcel's deed, adjacent parcel deeds and/or plats. It is not based on a boundary survey of the subject parcel.

NOTE: THIS EXHIBIT IS BASED ON RECORDED DOCUMENTS SUCH AS THE SUBJECT PARCEL'S DEED, AND ADJACENT DEEDS AND/OR PLATS. IT IS NOT BASED ON A BOUNDARY SURVEY OF THE SUBJECT PARCEL.

EXHIBIT "B"

TEMPORARY DRAINAGE EASEMENT

SCALE: N.T.S.



LINE	BEARING	DISTANCE
L1	S 00°28'59" E	66.57'
L2	S 88°58'05" W	65.00'
L3	S 00°28'59" E	100.00'
L4	S 88°58'05" W	65.00'
L5	N 00°28'59" W	100.00'
L6	N 88°58'05" E	65.00'

VOLUME REQUIRED = 10,971 FT³
NO OTHER PARCELS CONTRIBUTE TO THIS BASIN

Entellus
2256 N. 44th Street Suite 125
Phoenix, AZ 85008-3279
Tel 602.244.2566
Fax 602.244.8947
E-Mail: www.entellus.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G. FRANCETIC
Date Signed 6-18-2007
ARIZONA, U.S.A.

LEGEND

PROPOSED TEMPORARY DRAINAGE EASEMENT

BASIS OF BEARING

THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 12 BEARING S00°28'59" E

CITY OF CHANDLER

GILBERT ROAD IMPROVEMENTS

SECTION 12, T.2S., R.5E.

PROPOSED TEMPORARY DRAINAGE EASEMENT

DATE: 6/15/07 REV'D: __/__/__

DRAWN BY: AL | CHK'D: DF | PAGE: 2 OF 2

FILE: P/615055/ROW/GILBERT/303.31.005E.TDE01

EXHIBIT “C”

When recorded, mail to
City Clerk's Office
City of Chandler
Mail Stop 606
P.O. Box 4008
Chandler, AZ. 85244-4008

ABANDONMENT OF EASEMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, CITY OF CHANDLER, an Arizona municipal corporation ("City"), does hereby abandon any and all interest that it may have in a temporary drainage easement described in the attached Exhibit "A" and "B" and recorded with the Maricopa County Recorder on July 23, 2008 as Docket No. 2008-0640387. This abandonment is not intended to abandon any interest that City may have in any portion of the subject real property arising by virtue of any other instrument recorded with the Maricopa County Recorder, including without limitation, any deed, easement other than the aforementioned easement, or final order of condemnation.

Dated this _____ day of _____, 2024.

CITY OF CHANDLER, an Arizona municipal corporation

By: _____
Mayor Kevin Hartke

STATE OF ARIZONA)
) ss.
County of Maricopa)

Acknowledged before me this ____ day of _____, 2024, by Kevin Hartke, Mayor of the City of Chandler.

_____
Notary Public

APPROVED AS TO FORM:

_____
City Attorney
DMG

A.R.S. § 41-313(C) DISCLOSURES

Description of document this notarial certificate is being attached to:	
Type/Title	Abandonment of Easement
Date of Document	
Number of Pages	5 (which includes Exhibit A and B)
Add'l Signers (other than those named in the notarial certificate.)	None

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. UA25-034

Date: December 09, 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. PW3-936-4544, Amendment No. 2, with Valleywide Generator Service, LLC, for Generator Maintenance Services

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Proposed Motion:

Move City Council approve Agreement No. PW3-936-4544, Amendment No. 2, with Valleywide Generator Service, LLC, for generator maintenance services, in an amount not to exceed $331,000, for a one-year term, December 12, 2024, through December 11, 2025.

Background/Discussion:

This agreement provides periodic maintenance, inspection, and load bank testing for 59 standby generators. The generators provide power to various key locations to ensure continuous operation when electrical power is interrupted, including the Chandler Municipal Airport and many water and wastewater facilities. As part of this agreement, the contractor will ensure the generators are performing at a rated kilowatt capacity. The additional funding also covers any unforeseen repairs that may be necessary during the term of this agreement.

Evaluation:

On December 8, 2022, City Council approved an agreement with Valleywide Generator Service, LLC, for generator maintenance services, 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 under the same terms and conditions. The term of the extension is December 12, 2024, through December 11, 2025. This is the second extension of the original agreement.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
612.3960.5219	Reclaimed Water Operating Fund	N/A	$3,500	N
615.3960.5219	Wastewater Operating	N/A	$30,000	N
615.3900.5419	Wastewater Operating	N/A	$35,000	N
615.3970.5219	Wastewater Operating	N/A	$60,000	N
615.3940.5219	Wastewater Operating	N/A	$15,000	N
412.3310.6210.6ST291	Storm Sewer General Obligation Bond	Misc. Storm Drain Improvements	$5,000	Y
635.4100.5219	Airport Operating Enterprise Fund	N/A	$7,500	N
616.3930.5219	Wastewater Industrial Process Tmt	N/A	$25,000	N
605.3860.5419	Water Operating	N/A	$150,000	N

Attachments

Amendment - Valleywide Generator

Docusign Envelope ID: 42FBF231-EA33-4196-A444-0AB18E93FB8A

City Clerk Document No. _____

City Council Meeting Date: December 12, 2024

AMENDMENT TO CITY OF CHANDLER AGREEMENT
GENERATOR MAINTENANCE SERVICES
CITY OF CHANDLER AGREEMENT NO. PW3-936-4544

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 Valleywide Generator Service, LLC, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2024 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for generator maintenance services (Agreement); and

WHEREAS, the term of the Agreement was December 12, 2022, through December 11, 2023, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the second 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 December 12, 2024, through December 11, 2025.

3. Section IV, Price 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 and Revised Exhibit B, attached to and made a part of this Amendment No. 2. Total payments made to the Contractor during the term of this Amendment No. 2 will not exceed $331,000.

Docusign Envelope ID: 42FBF231-EA33-4196-A444-0AB18E93FB8A

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: Steve Amenson

Its: Partner

APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

By: _____

City Clerk

Docusign Envelope ID: 42FBF231-EA33-4196-A444-0AB18E93FB8A

EXHIBIT B

REVISED FEE SCHEDULE

Rates for Unforseen Repairs	Rate
Regular Hourly Labor Rate	$125/hour
Overtime Hourly Labor Rate	$145/hour

All other original agreement pricing remains unchanged.

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. UA25-035

Date:	December 09, 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:	Purchase of Water Meter Repair and Replacement Services

Proposed Motion:

Move City Council approve the purchase of water meter repair and replacement services, from Metering Services, Inc., utilizing City of Tempe Contract No. WUD21-015-01, in an amount not to exceed $500,000.

Background/Discussion:

The city maintains approximately 87,000 water meters. These meters record water use from residential, landscape, multi-family, commercial, government, school, medical, and industrial water users. 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. Staff routinely replace or repair failed meters to ensure customers are billed accurately and to prevent water loss.

As part of the Advanced Metering Infrastructure (AMI) project, approximately 30,000 meters will be replaced. These meters are incompatible with current AMI technology and will also reach their normal end-of-life replacement within the next three to four years. These new meters will be compatible with AMI and will also have an extended life expectancy of 20 years. Due to the large number of meters that will need to be replaced, contractor assistance is required for continued meter replacement support. As part of this agreement, the contractor will replace approximately 6,000 meters ranging in size from 5/8-inch to 2-inch. City Meter Services Division staff will also continue to replace meters as part of daily

operations.

Evaluation:

The City of Tempe competitively solicited and awarded a contract for water meter repair and replacement services. The city has a current agreement with the City of Tempe allowing for cooperative use of its contracts. Staff recommends use of this cooperative contract because Metering Services, Inc., has previous experience performing similar repairs and replacements for the city and pricing is competitive. This agreement is valid through November 16, 2025.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
605.3880.5330.0.0.0	Water Operating	Meters & Meter Related Parts	$500,000	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. UA25-036

Date: December 09, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Josef Kennis, Wastewater Facilities Manager
Subject: Agreement No. PW3-962-4568, Amendment No. 2, with Cleanview Sewer Inspections, Inc., for Video Inspection of Sewer Lines

---

Proposed Motion:

Move City Council approve Agreement No. PW3-962-4568, Amendment No. 2, with Cleanview Sewer Inspections, Inc., for video inspection of sewer lines, in an amount not to exceed $250,000, for a one-year period, December 12, 2024, through December 11, 2025.

Background/Discussion:

The city has approximately 960 miles of sewer lines. Video inspection services provided by this agreement will be used for inspection of sewer lines as part of routine assessments to investigate blockages, damage, or collapses related to aging infrastructure. New sanitary sewer lines installed in the city are also video recorded, as required by the Maricopa County Environmental Services Department, before they are put into service.

Evaluation:

On December 8, 2022, City Council approved an agreement with Cleanview Sewer Inspections, Inc., for video inspection of sewer lines, for a one-year period, with the option of up to four (4) additional one-year extensions. The contractor has agreed to extend for one additional year at the same terms, conditions, and pricing. Staff recommends extension of this agreement for the term of December 12, 2024, through December 11, 2025. This is the second extension of the original agreement.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
615.3900.5219.0.0.0	Wastewater Operating	Other Professional Services	$250,000	N

Attachments

Amendment - Cleanview

Docusign Envelope ID: 449E9C3C-117D-404C-9D19-F9F9C5650DA1

City Clerk Document No. _____

City Council Meeting Date: December 12, 2024

AMENDMENT TO CITY OF CHANDLER AGREEMENT
VIDEO INSPECTION OF SEWER LINES
CITY OF CHANDLER AGREEMENT NO. PW3-962-4568

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 Cleanview Sewer Inspections, 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 video inspection of sewer lines (Agreement); and

WHEREAS, the term of the Agreement was December 12, 2022, through December 11, 2023, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the second 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 December 12, 2024, through December 11, 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 $250,000.

Docusign Envelope ID: 449E9C3C-117D-404C-9D19-F9F9C5650DA1

4. Exhibit A, scope of work is amended to add that Contractor, when performing required services; cameras should pan up every manhole, both at start and finish for each manhole, any submitted media with incorrect data will be re-inspected with video/camera and resubmitted at no cost to the City within 3 business days, project availability must be communicated to the City once job is accepted.

5. 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: Edison Henao

Its: Owner

APPROVED AS TO FORM:

By: _____

City Attorney JMB

ATTEST:

By: _____

City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum **Management Services** **Memo No.** 25-049

Date: December 09, 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: Resolution No. 5846 Amending the Citywide Fee Schedule Relating to the Community Services, Cultural Development, Development Services, Fire, and Public Works & Utilities Departments (Continued from the November 7, 2024, Council Meeting)

Proposed Motion:

Move City Council pass and adopt Resolution No. 5846, amending the Citywide Fee Schedule relating to the Community Services, Cultural Development, Development Services, Fire, and Public Works & Utilities Departments, with fee changes effective January 1, 2025.

Background:

Each year, departments review their fees to determine if any updates are necessary that require modifying, eliminating, or adding a new fee. Updates may be necessary to reflect an increased cost of a service provided, or a need to establish fees for new or enhanced services or facilities. All fees charged to residents or businesses (except those exempted by City Code section 2-17) are reflected in the Citywide Fee Schedule and follow the requirements detailed in the City Code to establish or modify fees.

Fee changes are consolidated and submitted to Council together as one Resolution No. 5846 (Attachment 1) to amend the Citywide Fee Schedule, with Exhibit A being the updated Citywide Fee Schedule (Attachment 2) shown in blackline form with changes struck through and updates in all caps. A clean version of the Citywide Fee Schedule is also included to see the final form (Attachment 5).

Based on the requirements of Chandler City Code 2-17, all recommended new or modified fees have been summarized in The Summary of Proposed New or Modified Fees (Attachment 3). This was posted on the City's website on September 06, 2024, for more than the required 60 days. Additionally, a Notice of Intention to Amend the Citywide Fee Schedule (Attachment 4) was published online as well as through social media on November 22, 2024, to inform the public of the proposed fee changes to be discussed at the December 12, 2024, City Council meeting as an action item, to allow for public comment.

Prior to moving many of these fee items forward for action, discussions were held to receive direction. The Community Services fees were discussed at the Quality of Life Subcommittee in April 2023, the Parks & Recreation Board in April 2023, and a Council work session in October 2023; The Fire Department Fees were discussed at a Community Safety Subcommittee in March 2024; and the Development Services Fees were discussed at a Council work session on coordination of road construction projects and proposed permit and fees in May 2024.

Discussion:

It is important to note that while there are some Community Services fees that are proposed to be adjusted, the most common fees are NOT being proposed for changes, including; recreation classes, camps, teen programs, senior programing, enrichment classes, facility entrance fees like Tumbleweed, swimming lesson fees, library use, and non-exclusive use of facilities.

The following proposed fee changes are brought forward by the various departments, and reflect the fees related to their respective operations and the desire to regulate business activity:

Community Services - Aquatics (majority represents fees requested by users to enhance customer service)

- Pool Pass Youth (15 punch fee) assigns the discounted rate to residents only.
- Pool Pass Adult (15 punch fee) assigns the discounted rate to residents only.
- Pool Pass Youth (30 punch fee) assigns the discounted rate to residents only.
- Pool Pass Adult (30 punch fee) assigns the discounted rate to residents only.
- Adds discounted Pool Pass applicable to Senior rate for residents (15 and 30 punch fee).
- Adds a Swim Team Guard fee of $5.00 per lane
- Removes the Red Cross Learn to Swim Fee and Red Cross Certification guard fees

Community Services – Parks (represents fee updates for exclusive use of city facilities that remove use from the public)

- Pavilion Rental corporate size: changes from $56/hr. to $70/hr. for residents, from $76 to $90/hr. for non-residents, and adds a new $105/hr. for commercial use
- Pavilion Rental large size: changes from $23/hr. to $29/hr. for residents, $32 to $40/hr. for non-residents, and adds a new $44/hr. for commercial use
- Pavilion Rental medium size: changes from $16/hr. to $20/hr. for residents, $22 to $27/hr. for non-residents, and adds a new $30/hr. for commercial use
- Removes the Pavilion Rental medium size entire complex changes
- Pavilion Rental small size: changes from $8/hr. to $10/hr. for residents, $11 to $14/hr. for non-residents, and adds a new $15/hr. for commercial use
- Ball field reservation (No Lights) fees are changing from $11/hr. for residents to $14/hr., from $15/hr. for non-residents to $19/hr., and adding a commercial fee of $21/hr.
- Ball field reservation (Tournaments/Leagues) fees are changing from $11/hr. for residents to $14/hr., from $15/hr. for non-residents to $19/hr., and adding a commercial fee of $21/hr.
- ½ Multi-Use Field (No Lights) fees are changing from $5.50/hr. for residents to $7/hr., from $8/hr. for non-residents to $10/hr., and adding a commercial fee of $11/hr.
- Field preparation fees are changing from $25/prep for residents to $40/prep, from $34/prep for non-residents to $54/prep, and for commercial from $38/prep to $60/prep.
- Field preparation after-hours fees are changing from $35/prep for residents to $60/prep, from $48/prep for non-residents to $81/prep, and for commercial from $53/prep to $90/prep.
- Site Supervisor fee changes from $15/hr. for residents to $25/hr., from $21/hr. for non-residents to $34/hr., and for commercial from $23/hr. to $38/hr.
- Park Maintenance Staff (after-hours) fee changes from $35/hr. for residents to $60/hr., from $48/hr. for non-residents to $81/hr., and for commercial from $53/hr. to $90/hr.

Community Services – Recreation Facilities (represents fee updates for exclusive use of city facilities that remove use from the public)

- Multi-purpose room – Small: changes from $56/hr. to $65/hr. for residents (50% rate for non-profits), from $76 to $88/hr. for non-residents, and commercial use from $84/hr. to $98/hr.
- Multi-purpose room – Medium: changes from $85/hr. to $91/hr. for residents (50% rate for non-profits), from $115 to $123/hr. for non-residents, and commercial use from $128/hr. to $137/hr.
- Multi-purpose room – Large: changes from $125/hr. to $144/hr. for residents

(50% rate for non-profits), from $169 to $195/hr. for non-residents, and commercial use from $188/hr. to $216/hr.

- Set-up Fee for Room Reservations fee change from $25/hr. to $50/hr. for residents, $34/hr. to $68/hr. for non-residents, and $38/hr. to $75/hr. commercial.

Community Services – Recreation Fitness Passes (new program to benefit users and does not change fees)

- Fitness Pass User Teen 6-month: new option for $113 for residents and $152 for non-residents.
- Fitness Pass User Adult 6-month: new option for $150 for residents and $203 for non-residents.
- Fitness Pass User Active Adult (55+) 6-month: new option for $113 for residents and $152 for non-residents.
- Fitness Pass User Youth 6-month: new option for $100 for residents and $135 for non-residents.
- Fitness Pass Two Users 6-month: new option for $250 for residents and $337.50 for non-residents.
- Fitness Pass Family Users (2Adults 4 Dependents) 6-month: new option for $300 for residents and $405 for non-residents.
- Fitness Pass Additional Family Dependent User 6-month: new option for $25 for residents and $34 for non-residents.

Community Services – Tennis Center (represents fee updates for exclusive use of city facilities that remove use from the public)

- Tennis Court A.M. 1.5 hours: changes from $2.50/person to $3.00/person for residents and $4.00/person to $4.50/person for non-residents.
- Tennis Court P.M. with Lights 1.5 hours: changes from $3.50/person to $4.00/person for residents and $5.00/person to $5.50/person for non-residents.

Cultural Development – Special Events

- Trash can rental: changes from $17.00 to $20.00 for residents and $23.00 to $27.00 for non-residents.

Development Services – Transportation Engineering

- Traffic Control & Lane Restriction Permit Fee (Non-refundable): New fee of $315.00.
- Deposit Fee for Authorized Temporary Traffic Control Permits: New refundable deposit (if time commitment in permit met) of 1% for projects $0 to $100,000 (min. of $1000), 2% for projects $100,001 to $300,000, 3% of projects $300,001 to $500,000, 4% of projects $500,001 to $750,000, 5% of projects $750,001 to $1,000,000 and 6% for projects over $1,000,000 not to exceed $100,000.

Fire– Fire Re-inspection Fees

- Business Fire Re-inspection Fee: changes from $40 per non-compliant visit to no cost for initial inspection, $100 for second inspection if business remains non-compliant, $150 for third inspection if business remains non-compliant, and $200 for fourth and any additional inspections if business remains non-compliant.

Public Works & Utilities – Water Distribution

- Refundable Hydrant Meter Deposit: changes from $1,450 to $3,100 per device.

Financial Implications:

The amendments to the Citywide Fee Schedule are estimated to generate approximately $859,150 for the General and Enterprise Funds.

Attachments

Attachment 1 Resolution No. 5846

Attachment 2 - Exhibit A, Citywide Fee Changes Blackline

Attachment 3 Summary of Proposed New or Modified Fees

Attachment 4 Notice of Intent

Attachment 5 Citywide Fee Schedule Clean Version

RESOLUTION NO. 5846

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA AMENDING THE CITYWIDE FEE SCHEDULE, SECTIONS 3, 4, 6, and 7, RELATING TO THE COMMUNITY SERVICES, CULTURAL DEVELOPMENT, DEVELOPMENT SERVICES, FIRE, AND PUBLIC WORKS & UTILITIES DEPARTMENTS.

WHEREAS, the Citywide Fee Schedule was originally adopted by Resolution No. 3175 on December 16, 1999, pursuant to the requirements of the City Code; and

WHEREAS, the Citywide Fee Schedule has been amended on occasion to update fees that no longer accurately reflect the cost to provide the services listed, or to establish fees for new or enhanced services or facilities; and

WHEREAS, the new fees identified in Exhibit A shall become effective January 1, 2025;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, that the Citywide Fee Schedule, Sections 3, 4, 6, and 7, and each of the fees listed therein is hereby approved and amended as set forth in Exhibit A of this Resolution attached hereto and incorporated herein.

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona, this 12th day of December, 2024.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5846 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 12th day of December, 2024, and that a quorum was present thereat.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY JWB

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Sec. 1 **Administration and Management Services**

Administration

1.1 Administrative Fee (Res.4703)

(a) Standard Fees (unless otherwise listed)
- i. Appeal fee [§1-7.1] (Res. 3175) $200.00
- ii. CD / Audio $10.00
- iii. Copy – per page $0.15
- iv. DVD / Video $15.00
- v. Microfilm Copy – per page $2.00
- vi. Dishonored or Non-Sufficient Fund (NSF) Check fee $25.00

(b) Fire Department
- i. Digital Photos of event – each print $1.00
- ii. Digital Photos of event – CD $5.00
- iii. Audio or DVD of event – each $10.00
- iv. Fire, EMS & Incident and Occupancy Inspection Report copy – each $5.00
- v. Environmental Report Review – written $25.00
- vi. Permit – duplicate $5.00

(c) Police Department
- i. Audio Recording Copies – per report $10.00
- ii. Digital Photographs – per report $5.00
- iii. Photo Red Light Copies – 4 sheets $10.00
- iv. Report Copies – first 35 pages $5.00
  (each additional page City standard rate applies)
- v. Video Recording Copies – per report $25.00
- vi. Block Watch Signs – per sign $25.00

(d) Reports, Plans, Manuals, Guides, etc.
- i. Airpark Area Plan $4.00
- ii. Airpark Map $1.00
- iii. Airport Master Plan Update $45.00
- iv. Airport Master Plan Update Executive Summary $2.00
- v. Airport Master Plan – color $75.00
- vi. Airport F.A.R. Noise Study with Maps $68.00
- vii. Crime Free Multi-Housing Program $6.00
- viii. Code Enforcement Report Copies – first 50 pages $5.00
  (each additional page City standard rate applies)
- ix. Drainage Policies & Standards, #3 Technical Design Manual $2.00
- x. General Plan $5.00
- xi. Industrial Pretreatment – Annual Report $25.00
- xii. Landscape & Irrigation Guidelines, #8 Technical Design Manual $2.00
- xiii. Park and Recreation Master Plan $6.00
- xiv. Redevelopment Element $7.00
- xv. Residential Development Standards $8.00
- xvi. Southeast Chandler Area Plan and Appendices $10.00
- xvii. Southeast Chandler Area Plan Appendices $7.00
- xviii. Street Design & Access Control, #4 Technical Design Manual $2.00
- xix. Streetlight Standards, #7 Technical Design Manual $2.00
- xx. Subdivision Code $2.00
- xxi. Traffic Barricade, #7 Technical Design Manual $2.00
- xxii. Traffic Signal Design, #5 Technical Design Manual $2.00
- xxiii. Water & Wastewater System, #1 & 2 Technical Design Manual $2.0

Management Services – Tax and License

1.2 Off-Track Wagering [§58-2.2] (Res. 4703)

(a) Application fee (nonrefundable) [§58-2.2.A] $200.00
(b) Annual License fee
  i. Up to four pari-mutuel betting windows or tote machine [§58-2.2.B.1] $1,200.00
  ii. For each pari-mutuel betting windows or tote machine in excess of four [§58-2.2.B.2] $400.00
(c) Renewal Application Late Filing fee [§58-2.5.A] $100.00

1.3 Auctioneers, Pawnbrokers, and Other Secondhand Permits [Ch. 15] (Res. 3175)

(a) Application fee (nonrefundable) [§15-12] $50.00
(b) Auctioneer, Auction House, annual permit fee [§15-12] $100.00
(c) Pawnbroker, annual permit fee [§15-12] $300.00
(d) Secondhand/Antique, annual permit fee [§15-12] $100.00
(e) Junk Dealer, annual permit fee [§15-12] $200.00
(f) Automatic Electronic Device Kiosks, annual permit fee [§15-12] $500.00
(g) Change of Location fee [§15-12.E] (Res. 4703) $50.00
(h) Fingerprinting fee [§15-12.E] (Res. 3482) ..... Amount Charged by DPS
(i) Late Renewal fee [§15-12.E] ..... 10% of Annual Permit Fee

1.4 Bingo [Arizona Department of Revenue] (Res. 4703)

(a) Class A - Licensing, one-time fee $5.00
(b) Class B and C - Licensing, one-time fee $25.00

1.5 Escort and/or Introductory Service Permit [Ch. 19] (Res. 3175, Res. 4035)

(a) Application fee (nonrefundable) [§19-3.4] $100.00
(b) Annual Permit fee [§19-3.4] $500.00
(c) Renewal Application fee [§19-3.4] (Res. 3482) $50.00
(d) Change of Location fee [§19-4.1] $50.00
(e) Fingerprinting fee [§19-3.4.O] (Res. 4703) ..... Amount Charged by DPS

1.6 Extension of Premises [Ch. 60.6] (Res. 4703)

(a) Permanent Extension of Premises
  i. Application fee (nonrefundable) $100.00
(b) Temporary Extension of Premises
  i. Application fee (nonrefundable), per day $25.00
  ii. Additional application fee, if submitted less than 21 days prior to city council meeting $25.00

1.7 Lien Fee [Ch. 62-590] (Res. 4703) $50.00

1.8 Liquor License (Application fee / Issuance fee / Annual fee) [Ch. 60.4] (Res. 4703)

(a) Series 1, In-State Producer ..... $200.00 / $200.00 / $1,000.00
(b) Series 2, Out-of-State Producer ..... $200.00 / $0.00 / $0.00
(c) Series 3, Microbrewery ..... $200.00 / $200.00 / $1,000.00
(d) Series 4, Wholesale ..... $200.00 / $0.00 / $0.00
(e) Series 5, Government ..... $200.00 / $0.00 / $0.00
(f) Series 6, Bar (all spirituous liquor) ..... $200.00 / $200.00 / $1,000.00
(g) Series 7, Beer and Wine Bar ..... $200.00 / $200.00 / $550.00

(h) Series 8, Conveyance..... $200.00 / $200.00 / $400.00

(i) Series 9, Liquor Store (all spirituous liquor)..... $200.00 / $200.00 / $500.00
(j) Series 10, Beer and Wine Store..... $200.00 / $200.00 / $350.00
(k) Series 11, Hotel-Motel (with restaurant) ..... $200.00 / $200.00 / $1,000.00
(l) Series 12, Restaurant ..... $200.00 / $200.00 / $1,000.00
(m) Series 13, Domestic Farm Winery..... $200.00 / $200.00 / $1,000.00
(n) Series 14, Club (private) ..... $200.00 / $200.00 / $300.00
(o) Series 18D, Liquor Distilleries ..... $200.00 / $200.00 / $1,000.00
(p) Series 19D, Liquor Tasting Rooms (Spirits) ..... $200.00 / $200.00 / $300.00
(q) Series 19W, Liquor Tasting Rooms (Wine)..... $200.00 / $200.00/ $300.00
(r) Series 20, Farm Winery Producer ..... $200.00 / $200.00 / $300.00
(s) Series 21, Wine Producer Custom Crush..... $200.00 / $200.00 / $300.00

1.9 Liquor License, duplicate of City license (Res. 4703) $10.00

1.10 Massage Establishments [Ch. 17] (Res. 4035)

(a) Permit Application fee (nonrefundable) [§17-3.2].....$50.00
(b) Annual Permit fee [§17-3.2] $100.00
(c) Change of Location fee [§17-9.A] (Res. 4703) $50.00
(d) Fingerprinting fee [§17-3.3] (Res. 4703)..... Amount Charged by DPS
(e) Late fee [§17-10.C]..... 10% of Annual Permit Fee

1.11 Peddlers, Canvassers, Transient Merchants and Solicitors [Ch. 20]

(a) Permit Application Investigation fee (nonrefundable) [§20-5] $50.00
(b) Individual or Employee, annual permit fee [§20-10].....$50.00
(c) Business (Corporation or Firm), annual permit fee [§20-10.2].....$100.00
(d) Surety Bond or Cash Deposit [§20-14] (Res. 4703) $1,000.00
(e) Fingerprinting fee [§20-5] (Res. 4703).....$10.00
(f) Late fee [§20-10.3]..... 10% of Annual Permit Fee
(g) Non-Profit Solicitor [§20-8] (Res. 4703)..... $0.00

1.12 Sexually Oriented Business [Ch.18] (Res. 4035)

(a) Permit Application fee (nonrefundable) [§18-5.1].....$100.00
(b) Establishment, annual permit fee [§18-5.1 & §18-6.1] $500.00
(c) Business Manager, annual permit fee [§18-5.1 & §18-7.2] $100.00
(d) Adult Service Provider, annual permit fee [§18-5.1 & §18-8.2].....$100.00
(e) Duplicate Permit Copy fee [§18-20] $10.00
(f) Fingerprinting fee [§18-4.1A] ..... Amount Charged by DPS
(g) Late Fee [§18-19.1]..... 10% of Annual Permit Fee

1.13 Special Event Liquor and Wine Festivals (Series 15, TSPE, Series 16D or Series 16W) [Ch. 60.5] (Res. 4703)

(a) License fee, per day $25.00
(b) Additional application fee, if submitted less than 21 days prior to city council meeting $25.00

1.14 Transaction Privilege Tax License [Ch. 62] (Res. 5098)

(a) Annual License fee [§62-320].....$2.00
(b) Residential Rental (per unit/max = $50.00) [§62-320].....$2.00
(c) Late fee [§62-320]..... 50% of Annual License Fee

1.15 Short Term Rental [Ch. 22] (Res. 4703)

(a) License Fee $250.00
(b) License Fee Renewal $250.00

1.16 Transaction Privilege Tax (City Tax Rates) [Ch. 62] (Res. 4703)

(a) Advertising [§62-405] 1.50%
(b) Amusements, Exhibitions, and Similar Activities [§62-410] 1.50%
(c) Construction Contracting: Prime Contractors [§62-415] 1.50%
(d) Construction Contracting: Speculative Builders [§62-416] 1.50%
(e) Construction Contracting: Owner-Builders [§62-417] 1.50%
(f) Hotels (>29 days) [§62-444] 1.50%
(g) Jet Fuel Sales / Jet Fuel Use: Per Gallon [§62-422] $0.023
(h) Job Printing [§62-425] 1.50%
(i) Manufactured Buildings [§62-427] 1.50%
(j) Mining [§62-432] 0.10%
(k) Publishing and Periodicals Distribution [§62-435] 1.50%
(l) Real Property Rental (Residential) [§62-445] 1.50%
(m) Real Property Rental (Commercial) [§62-445] 1.50%
(n) Restaurants & Bars [§62-455] 1.80%
(o) Retail Sales [§62-460] 1.50%
(p) Retail Sales: Food for Home Consumption [§62-462] 1.50%
(q) Tangible Property Rental [§62-450] 1.50%
(r) Telecommunication Services [§62-470] 2.75%
(s) Timbering and other Extraction [§62-430] 1.50%
(t) Transient Lodging (<30 days) [§62-447] 4.40%
(u) Transporting for Hire [§62-475] 1.50%
(v) Use Tax [§62-610] 1.50%
(w) Utility Services [§62-480] 2.75%
(x) Wastewater Removal Services [§62-485] 0.00%

1.17 Business Registration (Res. 5098)

(a) Annual Registration Fee [§61-6.A] $45.00
(b) Non-Profit, Annual Registration Fee [§61-6.B] $0.00
(c) Specialty License Holder, Annual Registration Fee [§61-6.D] $0.00
(d) Late Penalty [§61-5.A] ..... 50% of Annual License Fee
(e) Change of Location Fee, (if not completed online) [§61-7.C] $15.00

1.18 Shared Mobility (Pilot Program (Res. 5337)

(a) License Application One-time Fee (non-refundable) $3,000
(b) Monthly Use Fee (paid monthly) ..... $0.10 per ride
(c) Late Monthly Use Fee $50.00
(d) Violation Fee
  i. 1st violation $50.00
  ii. 2nd violation $250.00
  iii. 3rd and subsequent violations $500.00

Sec. 2 **Chandler Municipal Airport**

(Chapter 8): (Amd entirety by Res. 4505)

2.1 Ground Leases:

(a) Aviation Use, (Non-prime) ..... Negotiable
(Negotiable based on minimum $0.25/Sq Ft/Yr, plus consideration of appraisal and comps)
(b) Aviation Use, (Prime) ..... Negotiable
(Negotiable based on minimum $0.30/Sq Ft/Yr, plus consideration of appraisal and comps)
(c) Non-Aviation Use, all areas (Res. 4703) ..... One and one-half times the aviation use rate

2.2 Hangars:

(a) T-Hangar Units (Res. 4703)
  i. Small unit, monthly fee $244.00
  ii. Small unit with storage, monthly fee $288.00
  iii. Large unit, monthly fee $430.00
  iv. Large unit with storage, monthly fee $551.00
(b) Storage Units (Res. 4703)
  i. Small unit, monthly fee $44.00
  ii. Large unit, monthly fee $121.00
(c) Other Hangars
  i. Daily fee ..... $0.10/Sq. Ft
  ii. Monthly fee ..... $0.33/Sq. Ft
  iii. Annual fee ..... $4/Sq. Ft
(d) Cleaning fee
  i. Retention of deposit $150.00
  ii. Staff Charges ..... as assessed in Sec. 2.10

2.3 T-Shades, all units (qty 12), monthly fee $130.00

2.4 Tie Down Spaces (Res. 4703)

(a) Single Engine Piston Aircraft & Helicopter, less than 2,500 lbs MTOW, monthly fee $50.00
(b) Multi-Engine Piston Aircraft & Helicopter, 2,500 to 5,000 lbs MTOW, monthly fee $68.00
(c) Turbine Engine over 5,000 lbs. MTOW & Helicopter, over 2,500 lbs MTOW, monthly fee $138.00

2.5 Transient or Overnight Parking Fee

(a) Single Engine & Helicopter, less than 2,500 lbs $10.00
(b) Multi-Engine & Helicopter, 2,500 to 5,000 lbs MTOW $12.00
(c) Turbine Engine & Helicopter, over 5,000 lbs MTOW (Res. 4703) $26.00

2.6 Aeronautical Business Permit Fee [Ch.8-6.1]

All commercial operators on the Chandler Municipal Airport (CHD) shall pay one of the following fees according to their primary business activity in relation to the fee categories described below and/or as defined in the Chandler Municipal Airport Rules and Regulations.

(a) FBO Operator (Assessed to a ground lessee)
  Annual fee per on-airport business entity $1,500.00
(b) SASO Operator (Assessed to a ground lessee)
  Annual fee per on-airport business entity $860.00
(c) Hangar/Shade/Tie Down Leasing of units of size less than or equal to 2,100 SF each.
  (Assessed to any entity leasing or subleasing aircraft storage units regardless of aircraft hangar ownership)
  Annual fee per unit leased* $50.00

(d) Hangar/Shade/Tie Down Leasing of units of size in excess of 2,100 SF each.
(Assessed to any entity leasing or subleasing aircraft storage units regardless of aircraft hangar ownership)
Annual fee per unit leased*..... $125.00

(e) Aircraft Charter and Air Taxi *(Assessed to companies that have aircraft based at and operating from Chandler Municipal Airport. All pertinent SASO requirements will apply except on-airport facility requirements)*
Annual fee per business entity operating on the airport..... $450.00

(f) Mobile aircraft maintenance and repair *(Assessed to aircraft maintenance and repair operations that do not meet the applicable SASO conditions for on-airport facilities or are not conducting said operations as a bona-fide employee – not a temporary contractor - on the aircraft owned by a ground lessee or sublessee. All pertinent SASO requirements will apply except the on- airport facility requirements)*
Annual fee per business entity operating on the airport..... $1,000.00

(g) Temporary Aeronautical Business Permit – 7-day permit *(Assessed to commercial activity on the airport that is not a ground lessee or sublessee on the airport. All pertinent SASO requirements will apply except on-airport facility requirements)*
Charged per 7-day (7 continuous days) permit..... $80.00

(h) Temporary Aeronautical Business Permit – 1 day permit *(Assessed to commercial activity on the airport that is not a Ground Lessee or sublessee on the airport. All pertinent SASO requirements will apply except on-airport facility requirements)*
Charged per 1-day permit..... $25.00

(i) Commercial Sub-lease Tenant *(Includes sublessees that are SASOs and other commercial activities – does not apply to hangar sub-leasing. All pertinent SASO requirements will apply)**
Annual fee per sublessee business entity operating on the airport..... $450.00

(j) Commercial Users Permit* *(Assessed to commercial activity on the airport that is not a ground lessee or sublessee on the airport. All pertinent SASO requirements will apply except on-airport facility requirements)*
Annual fee per business entity operating on the airport..... $350.00

(k) Banner Tow Operations *(Applies to commercial Banner Tow Operators. Requires additional appropriate permit [i.e. Temporary Business Permit, SASO Operator or Commercial Users Permit])* Charged per each time a banner is picked up on the airport..... $20.00

* - Non aviation uses in these categories shall pay three times the aviation use rate.

2.7 <u>Aeronautical Business Permit monthly fee [Ch.8-6.5]</u>

(a) For fuel supply businesses:
Fuel flowage fee, per gallon:
i. All gallons per month $0.10

(b) For self-fueling operations
Fuel flowage fee, per gallon:
i. All gallons per month $0.15

(c) For other businesses ..... Not Applicable

2.8 <u>Through-the-Fence Access Fees</u>

(a) Annual Access Privilege/Operations & Maintenance Fee (Amd by Res. 4505)
Payments for this charge are made on a quarterly basis and are due by the tenth of January, April, July, and October of each calendar year. Payments, administration and contact with Airport Management on Through-the-Fence issues shall be as follows:

- If the through-the-fence area is a property with a single through-the-fence user, a single point-of-contact for that single property owner is responsible for payment, administration and contact with Airport Management.
- If the through-the-fence area is a property with multiple through-the-fence users on that site, then an association formed by those owners is the responsible party for payment and contact with Airport Management.

If payments are more than 30 days past due, all gate access for that property will be denied until payment is received by the City of Chandler.

i. Owner-Occupied Hangar ..... $0.630/SF of Hangar
   a. This component is based on the operations and maintenance costs of airport common use area for based aircraft.
   b. The actual annual charge will be based upon the actual square footage of any hangars in the through-the-fence area with taxilane access and which are designed for, or capable of aircraft storage. "Actual hangar area" is established by the plans approved by the City. It is the hangar owner's responsibility to provide Airport Management with a copy of the approved plans or plan sheet showing the approved square footage of the hangar.
   c. An owner-occupied hangar is one that is owned or controlled by the property owner. Conditions for meeting this criteria include:
      (i) The hangar is owned by and its use is controlled exclusively by the applicant. This ownership can be through either:
         - Fee simple ownership; or
         - A long-term lease for the hangar property with a lease term of 10+ years. In this arrangement, the actual annual charge will be equal to the Owner occupied hangar fee described in paragraph 2.8(a).i.a. and b. of this section. However, the annual charge will change to the Non-owner occupied hangar fee described in paragraphs 2.8(a).ii.a. and b. of this section, if any one of the following conditions occur: (a) the long-term hangar lease is terminated prior to the expiration of a 24-month period; or (b) if a new lease entity assumes the long-term lease and the new entity can't provide a viable connection to the prior long-term lessee (i.e., business acquisition, merger, etc.). The Non-owner-occupied fee will be in effect for that hangar for any further leasing activity while the then current property owner retains ownership of the hangar. If the long-term hangar lease is terminated before 24 months and the hangar owner provides evidence that only their owned and controlled aircraft will be stored in the hangar, the rate will remain at the Owner occupied hangar fee described in paragraphs 2.8(a).i.a. and b. of this section and will remain at this rate until another change in occupancy status occurs.
      (ii) The aircraft is owned or otherwise controlled by the property owner for which evidence can be provided including:
         - Evidence of clear ownership of the aircraft showing the property owner as aircraft owner. This can be through FAA aircraft registration or other official documentation regarding the ownership or registration of an aircraft.
         - Proof of at least 25% ownership and equal control of the aircraft which shall be affirmed through signature of all owners on the required aircraft control entity form, which shall be provided by

Airport Management. In the event of arrangements for an aircraft in which there are multiple owners or partners, a copy of the agreement must be presented to Airport Management. These arrangements for aircraft management, aircraft leasing, interchange agreements, joint ownership agreements or time-sharing agreements must substantially reflect the general guidelines and tenets for the appropriate arrangement as detailed in the National Business Aircraft Association's (NBAA) document titled 2001 NBAA Aircraft Operating & Leasing Package. The agreements, regardless of aircraft size, must also include the general verbiage requirements detailed in Section (a)(1) and (a)(2) of the Federal Aviation Regulations (FAR) Part 91.23 – Truth in Leasing.

d. Property owners shall notify Airport Management in writing prior to a hangar being used to store an aircraft. The "Annual Access Privilege/Operations & Maintenance Fee - Owner Occupied Hangar" fee will be applied for the period beginning with the first day of the month following receipt of the written notice. This fee shall apply for any part of a month in which an aircraft is stored in the hangar and shall continue until the property owner provides evidence that the aircraft or hangar is no longer owned by the property owner.

ii. Non-Owner Occupied Hangar..... $0.950/SF of Hangar

a. This component is for any off airport hangar property that is occupied by an aircraft not owned or controlled by the property owner. This condition applies to any situation where an aircraft is in a hangar through a lease or other type of agreement. It also applies to situations in which an aircraft is stored in the hangar that is owned by the property owner AND an aircraft is stored the hangar that is not owned by the property owner. The annual charge is based upon the Owner Occupied Hangar rate described in paragraphs 2.8(a).i.a. and b. plus 50% of that rate.

b. The actual annual charge will be based upon the actual square footage of any hangars in the through-the-fence area with taxilane access and which are designed for, or capable of aircraft storage. "Actual hangar area" is established by the plans approved by the City. It is the hangar owner's responsibility to provide Airport Management with a copy of the approved plans or plan sheet showing the approved square footage of the hangar.

c. Upon written notification by property owner and aircraft owner to Airport Management, advising a hangar will be occupied by an aircraft controlled by any entity other than the property owner, the "Annual Access Privilege/Operations & Maintenance Fee - Non-owner Occupied" annual charge will become effective in the following manner:

(i) If the hangar was previously registered as being occupied with an aircraft controlled by the property owner, the Non-owner rate and registration begins with the first day of the following calendar month; or

(ii) If the hangar was previously registered as having no aircraft being stored (reference paragraph 2.8(a).i.c.), the non-owner rate and registration begins with the first day of the following calendar month; or

(iii) If the hangar was previously registered as having a non-owner aircraft, the Non-owner rate will remain in effect and uninterrupted.

The non-owner rate applicable to any of these conditions will continue for 6-months and will expire on the last day of the 6th month of that term regardless of any changes in the aircraft owner status during that 6-month period. The hangar status shall be automatically registered for another 6-month period as a "Non-owner occupied" hangar –unless- the

property owner provides written evidence changing the status of the hangar at least 14 calendar days prior to the current expiration date. Notice changing the status of the hangar is the full responsibility of the property owner.

(b) Annual User Fee

i. Turbine Engine Aircraft & Helicopters having a gross take-off weight greater than 7,000 pounds - per aircraft based in Airpark.....$800.00

ii. Multi-Engine Aircraft & Helicopters having a gross take-off weight greater than 2,500 pounds but less or equal to 7,000 pounds – per aircraft based in Airpark.....$390.00

iii. Single-Engine Aircraft & Helicopters having a gross take-off weight that is less or equal to 2,500 pounds - per aircraft based in Airpark.....$290.00

(c) Annual Taxiway User Fee - per square foot fee for the total area reserved for Airport access use by licensee's members $0.245

(d) Fuel Flowage Fee - All Aircraft (total gallons fee based on gallons/month)
All gallons per month.....$0.15 Per Gallon

(e) Fees Adjustments
The Annual Access Privilege/Operations & Maintenance Fee shall be adjusted annually, without further City Council action, on January 1st of each year subsequent to adoption of this Resolution No. 4505 by an amount equal to the percentage increase, if any, in the Consumer Price Index (CPI-U, Western Region - All items) over the previous 12-month period ending the calendar month prior to the adjustment date; except that, at the fourth adjustment date, and every fourth adjustment date thereafter, the rate shall only be adjusted (increased or decreased) upon action of City Council taken upon completion of a review of the appropriateness of the rate structure. In no event shall the rate be increased more than ten (10%) per cent over any twelve (12) month period between anniversary dates, unless otherwise approved by City Council. Should the annual change in the CPI-U indicate a decline, the fee shall not diminish.

2.9 <u>City Owned, Aviation Fuel Service, Retail Prices</u>

The retail price of aviation fuel shall be per methodology contained below:

(a) The retail price of aviation fuel shall be determined by a "cost-plus" formula based upon the wholesale price of the fuel inventory plus an amount not less than eighty ($0.80) cents per gallon, inclusive of applicable federal, state, and local fees and taxes.

2.10 <u>Airport Hourly Fee</u>

For exclusive use of staff time on activity not associated with normal airport operations and maintenance of the facility.

(a) Regular Staff Charges during posted business hours
Actual time rounded up to nearest .25 hour $45.00/hr

(b) Overtime/Call Out Staff Charges outside of posted business hours (2-hour minimum charge)
Actual time rounded up to nearest .25 hour $68.00/hr

2.11 <u>Security Fee</u>

Payments of these fees will be on an individual basis and as conditions warrant.

(a) Security Card and System Fee – for each lessee/sublessee transfer.....$100.00

(b) Hangar Key/Access Card/Device Replacement Fee (per each replacement or actual cost of replacement, whichever is higher) $35.00

(c) Access System Violation (Pertains to misuse of access cards/devices and access of gates in violation of access agreement(s) and airport policies during a contiguous 24-month period. Upon notice of any violation, should no previous violations have occurred for the individual card

holder of record within the previous rolling 24-month period, the violation is considered a 1st violation)

1st Violation	$0.00 Written warning to be issued
2nd Violation	$100.00 Written notification to be issued
3rd Violation	$200.00 90-day loss of access privileges (Res. 4703)
4th Violation	$200.00 12-month loss of access privileges

2.12 Terminal Administration Conference Room (Assessed to non-aviation related uses) (Res. 4703)

(a) Resident Hourly Use Fee $25.00
(b) Non-Resident Hourly Use Fee..... $34.00

2.13 Office Leases (one-year term)

(a) Aviation Use (Non-prime) Negotiable (Negotiable base of $9.50/Sq. Ft/Yr. minimum, plus consideration of appraisal and comps)
(b) Aviation Use (Prime) Negotiable (Negotiable base of $22/Sq. Ft/Yr. minimum, plus consideration of appraisal and comps

Sec. 3 Community Services

Parks, Recreation, and Museum
(Res. 4703)

3.1 Recreation Program and Service Fees: [Ch.§31-21.A]

The following includes all fees charged for the use of department facilities or the issuance of permits or licenses. In conjunction with the fees set forth, any applicable rental or retail sales tax will also be assessed as appropriate for items such as, pool rentals, room rentals, ball fields, pavilions, merchandise, lifeguard rentals, permits, etc.

3.1.1 Aquatics

Pool Admission Fees	Resident	Per	Non-Resident	Per
(a) Pool Admission Fee - Youth	$1.00	pp	$1.00	pp
(b) Pool Admission Fee - Adult	$2.25	pp	$2.25	pp
(c) Pool Admission Fee – Senior (55+)	$1.25	pp	$1.25	pp
(d) Lap Swim - Year-Round	$2.00	pp	$2.00	pp
(e) Pool Pass - Youth (15 punches)	25% discount off current admission rounded to nearest ¼ dollar- FOR RESIDENTS ONLY			
(f) Pool Pass – Adult (15 punches)	25% discount off current admission rounded to nearest ¼ dollar- FOR RESIDENTS ONLY			
(G) POOL PASS – SENIOR (15 PUNCHES)	25% DISCOUNT OFF CURRENT ADMISSION ROUNDED TO NEAREST ¼ DOLLAR- FOR RESIDENTS ONLY			
~~(g)~~ (H) Pool Pass - Youth (30 punches)	50% discount off current admission rounded to nearest ¼ dollar- FOR RESIDENTS ONLY			
~~(h)~~ (I) Pool Pass – Adult (30 punches)	50% discount off current admission rounded to nearest ¼ dollar- FOR RESIDENTS ONLY			
(J) POOL PASS – SENIOR (30 PUNCHES)	50% DISCOUNT OFF CURRENT ADMISSION ROUNDED TO NEAREST ¼ DOLLAR- FOR RESIDENTS ONLY			
~~(i)~~ (K)Annual Pool Pass - Family of 4	$112.00	ea	N/A	N/A
~~(j)~~ (L) Annual Pool Pass - Additional Family Member	$15.00	pp	N/A	N/A
~~(k)~~ (M) Annual Lap Swim - Adult Pass	$200.00	ea	N/A	N/A
~~(l)~~ (N) Family Swim	$1.00	family	$1.00	family

Pool Rentals	Resident	Per	Non-Resident	Per
~~(m)~~ (O) Private Pool Rental (plus Guard fee)	$45.00	hr	$61.00	hr
~~(n)~~ (P) Swim Team Use ~~(per guard)~~	$5.00 ~~$15.00~~	LANE ~~hr~~	N/A	N/A
~~(o)~~ (Q) Lifeguard (ALL PROGRAMS)	$20.00	hr	$20.00	hr

Miscellaneous Fees	Resident	Per	Non-Resident	Per
~~(p) Red Cross Learn to Swim~~	~~$0.55~~	~~pp~~	~~$0.55~~	~~pp~~
~~(q) Red Cross Certification (per Guard), minimum # of guard requirements varies~~	~~$16.00 to $36.00~~	~~hr~~	~~$16.00 to $36.00~~	~~hr~~
(r) Special Events (Dive-In Movie, etc.)	$0.25 to $2.75	event	$0.25 to $2.75	event

3.1.2 Parks

Pavilion Rental* ~~Corporate Size~~	Resident	Per	Non-Resident	Per	COMMERCIAL	PER
(a) CORPORATE ~~One~~ Pavilion - 4 hour minimum ~~(McDowell Mountain)~~	$70.00 ~~$56.00~~	hr	$90.00 ~~$76.00~~	hr	$105.00	HR
(B) LARGE PAVILION	$29.00	HR	$40.00	HR	$44.00	HR
(C) MEDIUM PAVILION	$20.00	HR	$27.00	HR	$30.00	HR
(D) SMALL PAVILION	$10.00	HR	$14.00	HR	$15.00	HR
*50% RATE FOR NON-PROFIT GROUPS						

~~Pavilion Rental Large Size~~	~~Resident~~	~~Per~~	~~Non-Resident~~	~~Per~~		
~~(b) One Pavilion - (Arrowhead Park Lion's and Folley Park Memorial)~~	~~$23.00~~	~~hr~~	~~$32.00~~	~~hr~~		

~~Pavilion Rental Medium Size~~	~~Resident~~	~~Per~~	~~Non-Resident~~	~~Per~~		
~~(c) One Pavilion – (Desert Breeze's Acacia, Mesquite, and Palo Verde, and Tumbleweed's San Tan and South Mountain)~~	~~$16.00~~	~~hr~~	~~$22.00~~	~~hr~~		
~~(d) Entire Cluster Complex (Desert Breeze – 3 pavilions)~~	~~$48.00~~	~~hr~~	~~$65.00~~	~~hr~~		

~~Pavilion Rental Small Size~~	~~Resident~~	~~Per~~	~~Non-Resident~~	~~Per~~		
~~(e) One Pavilion~~	~~$8.00~~	~~hr~~	~~$11.00~~	~~hr~~		

Other Rentals	Resident	Per	Non-Resident	Per	Commercial	Per
~~(f)~~ (E) Open Grass Space Rental – Community and Regional Parks	N/A	N/A	N/A	N/A	$30.00	hr
~~(g)~~ (F) Amphitheater – Community and Regional *	$180.00	hr	$243.00	hr	$270.00	hr
* Chandler Non-Profit Groups	Rate - 50%	hr	N/A	N/A	N/A	N/A

Sport Facility Fees	Resident	Per	Non-Resident	Per	Commercial	Per
~~(h)~~ (G) Ball Field Reservation - No Lights	$14.00 ~~$11.00~~	hr	$19.00 ~~$15.00~~	hr	$21.00 ~~N/A~~	N/A
~~(i)~~ (H) Ball Field Reservation - Tournaments/Leagues	$14.00 ~~$11.00~~	hr	$19.00 ~~$15.00~~	hr	$21.00 ~~$17.00~~	hr
~~(j)~~ (I) Ball Field Lights	$15.00	hr	$21.00	hr	$23.00	hr
~~(k)~~ (J)½ Multi Use Field Reservation – No Lights	$7.00 ~~$5.50~~	hr	$10.00 ~~$8.00~~	hr	$11.00 ~~N/A~~	hr ~~N/A~~
~~(l)~~ (K) ½ Ball Field Lights	$7.50	hr	$11.00	hr	N/A	N/A
~~(m)~~ (L) Field Preparation	$40.00 ~~$25.00~~	prep	$54.00 ~~$34.00~~	prep	$60.00 ~~$38.00~~	prep
~~(n)~~ (M) Mini Field Preparations	$21.00	prep	$29.00	prep	$32.00	prep
~~(o)~~ (N) Field Preparation After-Hour	$60.00 ~~$35.00~~	prep	$81.00 ~~$48.00~~	prep	$90.00 ~~$53.00~~	prep
~~(p)~~ (O)-Site Supervisor	$25.00 ~~$15.00~~	hr	$34.00 ~~$21.00~~	hr	$38.00 ~~$23.00~~	hr
~~(q)~~ (P) Basketball Court	$7.00	hr	$10.00	hr	$11.00	hr
~~(r)~~ (Q) Volleyball Court	$7.00	hr	$10.00	hr	$11.00	Hr
~~(S)~~ (R) ATHLETIC FIELD RESERVATION DOWN PAYMENT	$150.00	EVENT	$150.00	EVENT	$150.00	EVENT
~~(T)~~ (S) GATE FEE - 8 TEAMS OR LESS	$100.00	EVENT	$100.00	EVENT	$100.00	EVENT
~~(U)~~ (T) GATE FEE - 9 TO 16 TEAMS	$150.00	EVENT	$150.00	EVENT	$150.00	EVENT
~~(V)~~ (U) GATE FEE - 17 TEAMS OR MORE	$200.00	EVENT	$200.00	EVENT	$200.00	EVENT
~~(W)~~ (V) CONCESSION - 8 TEAMS OR LESS	$100.00	EVENT	$100.00	EVENT	$100.00	EVENT
~~(X)~~ (W) CONCESSION - 9 TO 16 TEAMS	$150.00	EVENT	$150.00	EVENT	$150.00	EVENT
~~(Y)~~ (X) CONCESSION - 17 TEAMS OR MORE	$200.00	EVENT	$200.00	EVENT	$200.00	EVENT
~~(Z)~~ (Y) PARK MAINTENANCE STAFF (AFTER HOURS FEE)	$60.00 ~~$35.00~~	HR	$81.00 ~~$48.00~~	HR	$90.00 ~~$53.00~~	HR

~~(s) Athletic Field Reservation Down Payment~~	~~$150.00~~	~~event~~	~~$150.00~~	~~event~~	~~$150.00~~	~~event~~
~~Sport Facility Fees~~	~~Resident~~	~~Per~~	~~Non-Resident~~	~~Per~~	~~Commercial~~	~~Per~~
~~(t) Gate Fee - 8 teams or less~~	~~$100.00~~	~~event~~	~~$100.00~~	~~event~~	~~$100.00~~	~~event~~
~~(u) Gate Fee - 9 to 16 teams~~	~~$150.00~~	~~event~~	~~$150.00~~	~~event~~	~~$150.00~~	~~event~~
~~(v) Gate Fee - 17 teams or more~~	~~$200.00~~	~~event~~	~~$200.00~~	~~event~~	~~$200.00~~	~~event~~
~~(w) Concession - 8 teams or less~~	~~$100.00~~	~~event~~	~~$100.00~~	~~event~~	~~$100.00~~	~~event~~
~~(x) Concession - 9 to 16 teams~~	~~$150.00~~	~~event~~	~~$150.00~~	~~event~~	~~$150.00~~	~~event~~
~~(y) Concession - 17 teams or more~~	~~$200.00~~	~~event~~	~~$200.00~~	~~event~~	~~$200.00~~	~~event~~
~~(z) Park Maintenance Staff (After Hours Fee)~~	~~$35.00~~	~~hr~~	~~$48.00~~	~~hr~~	~~$53.00~~	~~hr~~

Park Vendor License	Resident	Per	Non-Resident	Per
(aa) Application Fee	$25.00	ea	$34.00	ea
(bb) Up to 3 days per week (9-mo. Term)	$250.00	ea	$338.00	ea
(cc) Up to 5 days per week (12-mo. Term)	$500.00	ea	$675.00	ea

Park Use Permits	Resident	Per	Non-Resident	Per
(dd) Malt Beverage Permit	$14.00	ea	$19.00	ea
(ee) Boating Permit	$6.00	yr	$9.00	yr

3.1.3 Recreation Facilities

Rentals	Resident	Per	Non-Resident	Per	Commercial	Per
(a) Multipurpose Room - Small*	$65.00 ~~$56.00~~	hr	$88.00 ~~$76.00~~	hr	$98.00 ~~$84.00~~	hr
(b) Multipurpose Room - Medium*	$91.00 ~~$85.00~~	hr	$123.00 ~~$115.00~~	hr	$137.00 ~~$128.00~~	hr
(c) Multipurpose Room - Large*	$144.00 ~~$125.00~~	hr	$195.00 ~~$169.00~~	hr	$216.00 ~~$188.00~~	hr
(d) Kitchen*	$25.00	hr	$34.00	hr	$38.00	hr
(e) Courtyard - Medium*	$40.00	hr	$54.00	hr	$60.00	hr
(f) Courtyard - Large*	$125.00	hr	$169.00	hr	$188.00	hr
(g) Classroom/Meeting Room - Small*	$25.00	hr	$34.00	hr	$38.00	hr
(h) Classroom/Meeting Room - Medium*	$40.00	hr	$54.00	hr	$60.00	hr
(i) Classroom/Meeting Room - Large*	$60.00	hr	$81.00	hr	$90.00	hr
(J) CLASSROOM/MEETING ROOM - X-LARGE*	$70.00	HR	$95.00	HR	$105.00	HR
(K) GYM (AFTER HOURS)*	$200.00	HR	$270.00	HR	$300.00	HR
(L) GYM – HALF (AFTER HOURS)*	$100.00	HR	$135.00	HR	$150.00	HR
(M) FULL FACILITY AFTER HOURS	$500.00	HR	$675.00	HR	$750.00	HR
(N) EDUCATION EXPLORATION – CLASS SIZE 1-30 STUDENTS	$65.00	HR	$88.00	HR	N/A	N/A
*50% RATE FOR NON-PROFIT GROUPS						

~~Rentals~~	~~Resident~~	~~Per~~	~~Non-Resident~~	~~Per~~	~~Commercial~~	~~Per~~
~~(j) Classroom/Meeting Room - X-Large*~~	~~$70.00~~	~~hr~~	~~$95.00~~	~~hr~~	~~$105.00~~	~~hr~~
~~(k) Gym (After Hours)*~~	~~$200.00~~	~~hr~~	~~$270.00~~	~~hr~~	~~$300.00~~	~~hr~~
~~(l) Gym – Half (After Hours)*~~	~~$100.00~~	~~hr~~	~~$135.00~~	~~hr~~	~~$150.00~~	~~hr~~
~~(m) Full Facility After Hours~~	~~$500.00~~	~~hr~~	~~$675.00~~	~~hr~~	~~$750.00~~	~~hr~~

Rentals	Resident	Per	Non-Resident	Per	Commercial	Per
(o) Education Exploration – Class Size 31-60 Students	$169.00	1.5 hr	$229.00	1.5 hr	N/A	N/A
(p) Education Exploration – Class Size 61-90 Students	$283.00	1.5 hr	$383.00	1.5 hr	N/A	N/A
(q) Set-up Fee for room reservations	$50.00 ~~$25.00~~	hr	$68.00 ~~$34.00~~	hr	$75.00 ~~$38.00~~	hr
* Chandler Non-Profit Groups	Rate - 50%	hr	N/A	N/A	N/A	N/A

Miscellaneous Fees	Resident	Per	Non-Resident	Per
(r) Alcohol Permit	$14.00	ea	$19.00	ea
(s) Balloon Removal Fee	$50.00	event	$50.00	event
(t) Basic Birthday Party Packages (1 to 10 children)	$80.00	event	$108.00	event
(u) Birthday Party Packages, Nature Options (1 to 10 children)	$100.00	event	$130.00	event
(v) Birthday Party Packages, Sportacular Fun Options (1 to 10 children)	$130.00	event	$176.00	event
(w) Birthday Party Packages, Creative Delight, Outdoor Bounce, Main Event & Theme Options (1 to 10 children)	$155.00	event	$210.00	event
(x) Additional Child	$10.00	ea	$14.00	ea
(y) Birthday Party Add-ons (i.e., cake, pizza, drinks, etc.)	Cost of Goods + 50% markup = Retail Price			
(z) Merchandise	Cost of Goods + 50% markup = Retail Price			
(aa) Cake Decoration Kit	$6.00	ea	$6.00	ea
(bb) Body Composition Analyzer – 1X Assessment	$15.00	ea	$21.00	ea
(cc) Body Composition Analyzer – 4X Assessment	$45.00	ea	$61.00	ea

3.1.4 Recreation Fitness Passes

Daily Admission	Resident	Per	Non-Resident	Per
(a) Teen & Active Adult	$3.00	pp	$5.00	pp
(b) Adult	$4.00	pp	$6.00	pp
(c) Youth	$2.00	pp	$3.00	pp

Monthly Admission	Resident	Per	Non-Resident	Per
(d) Teen, Adult & Active Adult	$30.00	pp	$41.00	pp
(e) Youth	$25.00	pp	$34.00	pp
(f) 2 person	$45.00	ea	$61.00	ea
(g) Family (2 Adults & 4 Dependents)	$60.00	ea	$81.00	ea
(h) Additional Family Dependent	$5.00	pp	$7.00	pp
(I) 6 MONTH ADMISSION- TEEN	$113.00	PP	$152.00	PP
(J) 6 MONTH ADMISSION- ADULT	$150.00	PP	$203.00	PP
(K) 6 MONTH ADMISSION- ACTIVE ADULT	$113.00	PP	$152.00	PP
(L) 6 MONTH ADMISSION- YOUTH	$100.00	PP	$135.00	PP
(M) 6 MONTH ADMISSION- 2 PERSON	$250.00	PP	$337.50	PP
(N) 6 MONTH ADMISSION- FAMILY (2 ADULTS & 4 DEPENDENTS)	$300.00	PP	$405.00	PP
(O) 6 MONTH ADMISSION- ADDITIONAL FAMILY DEPENDENT	$25.00	PP	$34.00	PP

Annual Passes	Resident	Per	Non-Resident	Per
~~(i)~~ (P) Teen & Active Adult	$225.00	pp	$304.00	pp
~~(j)~~ (Q) Adult	$300.00	pp	$405.00	pp
~~(k)~~ (R) Youth	$200.00	pp	$270.00	pp
~~(l)~~ (S)2 person	$500.00	ea	$675.00	ea
~~(m)~~ (T) Family (2 Adults & 4 Dependents)	$600.00	ea	$810.00	ea
~~(n)~~ (U) Additional Family Dependent	$50.00	pp	$68.00	pp

Punch Passes (10 visits)	Resident	Per	Non-Resident	Per
~~(o)~~ (V) Teen & Active Adult	$27.00	ea	$37.00	ea
~~(p)~~ (W) Adult	$36.00	ea	$49.00	ea
~~(q)~~ (X) Youth	$18.00	ea	$25.00	ea

Childwatch	Resident	Per	Non-Resident	Per
~~(r)~~ (Y) Daily	$2.50	ea	$4.00	ea
~~(s)~~ (Z) Month	$20.00	ea	$27.00	ea
~~(t)~~ (AA) Additional Child - Monthly	$10.00	ea	$14.00	ea
~~(u)~~ (BB) Punch Pass - 20 visits	$40.00	ea	$54.00	ea

Corporate Rates	Resident	Per	Non-Resident	Per
~~(v)~~ (CC)Membership Fee, per person	$225.00	ea	$304.00	ea
~~(w)~~ (DD) Corporate Sponsorship	$750.00	yr	$1,013.00	yr

3.1.5 Special Events

Special Event Fees	Resident	Per	Non-Resident	Per	Commercial	Per
(a) Special Recreation Sites (i.e., Dr. AJ Chandler Park/East & West) [1,2]	$180.00	hr	$243.00	hr	$270.00	hr
(b) Downtown East Event Area (i.e., A.J. Chandler Park – Stage Commonwealth Ave, Arizona Place, and Dr. AJ Chandler Park East)[1,3]	$460.00	hr	$621.00	hr	$690.00	hr
(c) Dr. A.J. Chandler Park – Stage Plaza[1,2]	$280.00	hr	$378.00	hr	$420.00	hr
(d) Main Park Rental*	$1,500.00	day	$2,025.00	day	$2,250.00	day
(e) Festival Area*	$700.00	day	$945.00	day	$1,050.00	day
(f) Red Shed Theater*	$300.00	day	$405.00	day	$450.00	day
(g) Road Closure*	$500.00	day	$675.00	day	$750.00	day
(h) Tumbleweed Park Parking Field A, B or C* (see map)	$2,500.00	ea	$3,375.00	ea	$3,750.00	ea
(i) Paseo Vista Dog Park Rental	$20.00	hr	$27.00	hr	$30.00	hr
(j) Trash Can Rental	$20.00 ~~$17.00~~	ea	$27.00 ~~$23.00~~	ea	N/A	N/A
Special Event Fees	**Resident**	**Per**	**Non-Resident**	**Per**	**Commercial**	**Per**
(k) Restroom Staff	$27.00	hr	$37.00	hr	$41.00	hr
(l) Restroom Supply Reimbursement	$50.00	ea	$68.00	ea	N/A	N/A
(m) Special Event Permit Application Fee – 60 or more days in advance	$50.00	ea	$68.00	ea	N/A	N/A
(n) Special Event Permit Application Fee – less than 60 days in advance	$100.00	ea	$135.00	ea	N/A	N/A
(o) Showmobile/Portable Stage Fee	$325.00	event day	$439.00	event day	$488.00	event day
(p) Portable Bleachers*	$500.00	event day	$675.00	event day	N/A	N/A
(q) Loss of Public Use – Parking Spaces	$1.00	space	$2.00	space	$3.00	space
(r) Bike and Skate Park (Exclusive Use Rental)*	$70.00	hr	$95.00	hr	$105.00	hr
(s) Downtown Events Electrician Fee – Pre-Schedule Event Day - Onsite	$51.00	hr	$69.00	hr	$77.00	hr
(t) Facilities Maintenance Fee – On-call Standby	$45.00	hr	$61.00	hr	$68.00	hr

Special Event Fees	Resident	Per	Non-Resident	Per	Commercial	Per
(u) Run/Walk (i.e. 5K/10K) Park Race Route Fee	$100.00	route	$100.00	route	$150.00	route
(v) Parade of Lights Entry Fee	$25.00	entry	$25.00	entry	$25.00	entry
*Chandler Non-Profit Groups	Rate - 50%	hr/event day	N/A	N/A	N/A	N/A
[1] 20% off Event Hour's Rate for Business in Good Standing and Pay into the EMSD						
[2] Set Up/Tear Down Hours	$30.00	hr	$41.00	hr	$45.00	hr
[3] Set Up/Tear Down Hours	$50.00	hr	$68.00	hr	$75.00	hr

Event Vendor Booth Fees (Per Event)	Information	Retail Sales	Food & Beverage	Additional Space	Power
	$50.00	$75.00	$150.00	$50.00/100 sq ft	$30.00

Special Event Deposits	Resident	Per	Non-Resident	Per	Commercial	Per
(w) Cleaning Deposit: 500 participants or less	$250.00	ea	$338.00	ea	$375.00	ea
(x) Cleaning Deposit: 501 participants or more	$500.00	ea	$675.00	ea	$750.00	ea
(y) Showmobile/Portable Stage Deposit	$150.00	ea	$203.00	ea	$225.00	ea
(z) Canopy/Tent Deposit	$250.00	ea	$338.00	ea	$375.00	ea

3.1.6 Tennis Center

Court Rentals	Resident	Per	Non-Resident	Per
(a) Tennis Court – A.M., 1.5 hours	$3.00 ~~$2.50~~	pp	$4.50 ~~$4.00~~	pp
(b) Tennis Court – P.M., 1.5 hours (includes lights)	$4.00 ~~$3.50~~	pp	$5.50 ~~$5.00~~	pp
(c) Tennis Court - General Use A.M., 1.5 hours – Chandler Non-Profit/Schools	$4.50	court	$7.00	court
(d) Tennis Court - General Use P.M., 1.5 hours – Chandler Non-Profit/Schools (includes lights)	$7.50	court	$11.00	court
(e) Tennis Court - General Use A.M., 1.5 hours – Private/Commercial	$6.00	court	$9.00	court
(f) Tennis Court - General Use P.M., 1.5 hours – Private/Commercial (includes lights)	$9.00	court	$13.00	court
(g) Tennis Court - Tournaments A.M. Chandler Non-Profit/Schools	$4.50	match	$7.00	match
(h) Tennis Court - Tournaments P.M. Chandler Non-Profit/Schools (includes lights)	$7.50	match	$11.00	match
Court Rentals	Resident	Per	Non-Resident	Per
(i) Tennis Court - Tournaments A.M. Private/Commercial	$6.00	match	$9.00	match
(j) Tennis Court-Tournaments P.M. Private/Commercial (includes lights)	$9.00	match	$13.00	match
(k) Doubles - Prepay A.M. - 2 hrs	$13.50	court	$19.00	court
(l) Doubles - Prepay P.M. - 2 hrs (includes light fee)	$16.50	court	$23.00	court
(m) Singles - Prepay A.M. - 2 hrs	$6.50	court	$9.00	court
(n) Singles - Prepay P.M. - 2 hrs (includes light fee)	$9.00	court	$13.00	court

Other Rentals	Resident	Per	Non-Resident	Per
(o) Tennis Ball Machine – A.M., 30 minutes (includes court)	$6.50	ea	$9.00	ea
(p) Ball Cart Rental	$5.00	ea	$7.00	ea
(q) Tennis Ball Machine – P.M., 30 minutes (includes court and lights)	$9.00	ea	$12.00	ea
(r) After Hour Staff Fee	$25.00	hr	$34.00	hr
(s) Extended League Play Fee, 30 minutes	$2.00	ea	$3.00	ea
(t) Pro Ball Cart Rental	$2.00	ea	N/A	N/A
(u) Pro Court Rental – P.M., 30 minutes (includes lights)	$6.00	ea	N/A	N/A
(v) Pro Court Rental – P.M., 60 minutes (includes lights)	$10.00	ea	N/A	N/A
(w) Pro Court Rental – A.M., 60 minutes	$7.00	ea	N/A	N/A
(x) Pro Court Rental – A.M., 30 minutes	$4.00	ea	N/A	N/A

3.2 Recreation Division Registration Based Class, Program and Activity Fees: [Ch.§31-21.B]

The formulas presented below may include a factor rate, program supplies and costs, or staff costs. The factor rate is a multiplier that allows the standardization of the program fee over different instructors paid at different rates so that the program as a whole over the entire system meets its cost recovery target. The program supplies and costs include all elements of the program including such things as materials, field trips and transportation, food, contractual scorekeepers/officials. The staff costs include any part-time/temporary staff hired to coordinate, oversee, or maintain any element of the program.

3.2.1 Community Recreation Program (CRP) Classes: Devau – The formula for establishing the fee to participants for special interest classes, such as, arts/crafts, pom and cheer, dance, Spanish, photography, martial arts, ceramics, musical instrument skills, etc., is:

(Class Length + Prep Time) x # of days x 2.75 Factor Rate (includes wages) + $3 Admin = participant cost

3.2.2 CRP Classes: Contractual – The formula for establishing the fee to participants for special interest classes, such as, financial planning, computer skills, women's self-defense, public speaking, advanced robotics, etc., is:

Instructor Fee + 28% of Instructor Fee = participant cost

3.2.3 Specialized Fitness Classes – The formula for establishing the fee to participants for classes, such as, zumba, racketball, yoga, spin, pilates, tai chi, etc., is:

(Class Length + Prep Time) x # of days x 4.5 Factor Rate (includes wages) + $3 Admin = participant cost

3.2.4 Fitness Training – The formula for establishing the fee to participants for individual training is:

Instructor Fee = participant cost (City receives 50% of fee from instructor)

3.2.5 Personal Training – Individual
Participant Cost = 1.75 factor rate x instructor fee
(Individual Personal Training Session Fee)

Personal Training – Group (maximum of 2)
Participant Cost = 2.5 factor rate x instructor fee divided by 2
(Group Training Session paid per person)

Personal Training – 10 Session Package
Participant Cost = Individual Personal Training Session Fee x 9 sessions
(Pay for 9 and receive 1 session free)

3.2.6 Camp Challenge and Therapeutic Recreation Social Events (participants with disabilities) – The formula for establishing the fee is:

$$\frac{\text{Program Supplies and Costs + Staff Costs}}{\text{Minimum \# of Participants}} \times 15\% \text{ cost recovery} = \text{participant cost}$$

3.2.7 Camps, Clinics, Adult Sports, and Aquatics – The formula for establishing the fee to participants for classes, such as, building blocks, field trips, excursions, intersession and summer camps, sport clinics, adult leagues (i.e., softball, volleyball, etc.), aqua fit, aquatics certification classes plus appropriate Red Cross fee (if applicable), recreation swim teams, semi-private swim lessons, etc., is:

$$\frac{\text{Program Supplies and Costs + Staff Costs} \\ \text{+ Appropriate Red Cross Fee (if applicable)}}{\text{Minimum \# of Participants}} = \text{participant cost}$$

3.2.8 Programs and services that address specific user interest offered at fair market value. The formula for establishing the fee to participants for lessons, leagues, and tournaments such as cardio tennis, mixed doubles league, singles, and doubles tournaments, etc. is:

Fair Market Value = participant cost

3.2.9 Group Swim Lessons – The formula for establishing the fee is:

$$\frac{\text{Program Supplies and Costs + Staff Costs} \\ \text{+ Red Cross Learn to Swim fee}}{\text{Minimum \# of Participants}} \times 85\% \text{ cost recovery} = \text{participant cost}$$

3.2.10 Chandler Youth Sports Association (CYSA) – The formula for establishing the fee for the CYSA affiliates ball field light use is:

$$\text{Total Cost of Hours of Athletic Light usage during Primary Season} \times 50\% \text{ cost recovery} = \text{reimbursement to the City}$$

3.3 Museum

(a) Banner Museum Exhibit Rental ..... $25.00 per rental
(b) Museum School Trunk Education Resource Rental ..... $25.00 per rental

Sec. 4 Development Services

(Amd. in entirety Res. 4505)

4.1 Land Use and Zoning:

4.1.1 Administrative Design Review: [§35-1700]

(a) New construction and building additions that are greater than 10% of the existing building area $275.00

(b) Minor changes such as exterior modifications to existing buildings, façade renovations, new canopies, fixtures, color and/or material changes, new outdoor patios, and building additions that that are less than 10% increase in building area $115.00

4.1.2 General Plan Amendments: [§35-2504]

(a) Text amendment (regular) $785.00

(b) Map amendment (special) $785.00

4.1.3 Rezonings: [§35-2504]

(a) Zoning District Changes and Zoning Extensions $785.00

(b) Plus, per acre $40.00

(c) Historic Preservation Neighborhood Application $100.00

(d) Resident/Home addition of Historic Preservation Overlay Application $50.00

4.1.4 Preliminary Development Plans: [§35-2504] $315.00

4.1.5 Area Plans [§35-2504] $785.00

4.1.6 Use Permits: [§35-2504]

(a) Single-family $315.00

(b) All others as detailed in Chandler City Code Chapter 35-2100 ..... $475.00

(c) Use permit extension ..... Same as Original

4.1.7 Variances: [§35-2504]

(a) Single-family $165.00

(b) All others $315.00

4.1.8 Continuances: [§35-2504]

(a) Applicant's request $165.00

4.1.9 Subdivision Planning Fees: [§48-7.1]

(a) Preliminary plat $785.00

(b) Plus, per lot $7.85

(c) Final plat $785.00

(d) Plus, per lot $7.85

4.1.10 Minor Land Divisions application fee [§48-13.6] $315.00

4.1.11 Miscellaneous Planning-Related Fees [§35-2504]:

(a) Administrative use permits [§35-305] $120.00

(b) Zoning verification letters $275.00

4.2 Sign Permit Application [§39-7.4]

Two and five tenths percent (2.5%) of the value of the sign plus twenty-five cents ($0.25) per square foot. If work is started before a permit has been issued, the fees specified above shall be doubled.

4.3 Banner Application Fee [§32-6] (Res. 3482) $100.00

4.4 Site Development Fees

4.4.1 Site Development Review Fee

(a) Major (new development/redevelopment) $2,395.00
(b) Plus, per acre $105.00
(c) Minor (modification to existing development) $385.00

4.4.2 Tenant Improvement Plan Review $50.00/hr

4.4.3 Zoning Clearance $120.00

4.5 Civil Plan Review Fees [§47-6 & 7]:

Civil Plan review fees are based upon the number of sheets submitted for review and approval. Each type of improvement plan (i.e., grading and drainage, water, sewer, right-of-way improvements) may be submitted separately or in combination.

Improvement Plans (including Grading and Drainage) ..... $440.00 per sheet
Fourth and subsequent Review Fees ..... $150.00 per sheet

4.5.1 Fees for review of the plan revisions which are initiated by the developer or required due to an error or oversight of the developer after plans have been approved by the City Engineer, shall be charged at the flat rate of $110.00 for each revision or set of revisions reviewed.

4.5.2 Civil Engineering Subdivision Review Fees [§48-7]

(a) Preliminary Plat $785.00
(b) Plus, per lot $7.85
(c) Final Plat $850.00
(d) Plus, per lot $8.50
(e) Minor land division $340.00
(f) Plat recording ..... Pursuant to Maricopa County Recorder Fee Schedule
(g) CC&R recording ..... Pursuant to Maricopa County Recorder Fee Schedule

4.6 Building Safety [§29-1] (Res. 4703)

Building permit fees for new construction are based upon the most current building valuation data published by the International Code Council accessible at: http://www.iccsafe.org/codes-tech-support/codes/code-development-process/building-valuation-data/

Construction valuations for alterations shall be based on all construction costs involved and shall be approved by the Building Official.

4.6.1 Building Permit Fees

Total Valuation	Fee
$1.00 to $500	$50.00
$501 to $2,000	$50.00 for the first $500 plus $1.20 for each additional $100 or fraction thereof, to and including $2,000
$2,001 to $25,000	$68.00 for the first $2,000 plus $12.50 for each additional $1,000 or fraction thereof, to and including $25,000
$25,001 to $50,000	$355.50 for the first $25,000 plus $9.00 for each additional $1,000 or fraction thereof, to and including $50,000
$50,001 to $100,000	$580.50 for the first $50,000 plus $6.25 for each additional $1,000 or fraction thereof, to and including $100,000
$100,001 to $500,000	$893.00 for the first $100,000 plus $5.00 for each additional $1,000 or fraction thereof, to and including $500,000
$500,001 to $1,000,000	$2,893.00 for the first $500,000 plus $4.25 for each additional $1,000 or fraction thereof, to and including $1,000,000
$1,000,001 and up	$5,018.00 for the first $1,000,000 plus $2.75 for each additional $1,000 or fraction thereof

4.6.2 Building Plan Review Fees

(a) Building plan review fee ..... 65% of building permit fee
(b) Additional revisions to approved plans .....$60.00/hour, 1 hour minimum
(c) Expedited
(at Building Official's discretion) (Res. 4703) .....Twice the normal plan review fee
(d) Deferred submittal items ..... $60.00/hour, 1 hour minimum
(e) Renew action on expired application.....New building plan review fee
(f) Sign permit building plan review..... $60.00/hour, 1 hour minimum
(g) Plan review services without a specific fee .....$60.00/hour, 1 hour minimum

4.6.3 Inspection Fees

(a) Inspection outside normal business hours.....$75.00/hour, 2 hour minimum
(b) Re-inspection fee..... $60.00/hour, 1 hour minimum
(c) Inspections without a specific fee ..... $60.00/hour, 1 hour minimum
(d) Sign permit inspection..... $60.00/hour, 1 hour minimum

4.6.4 Miscellaneous Fees:

(a) Demolition permit, commercial/residential $100.00
(b) Electrical service 400 amps or less.....$100.00
(c) Archival fee.....$1.00 per page
(d) Residential pool permit fee.....$110.00
(e) Residential spa permit fee..... $55.00
(f) Annual Facility Permit (trust account required).....
..... $1,000.00 registration plus $60.00 per hour on-site review/inspection
(g) Certificate of Occupancy not associated with a Building Permit.....$100.00
(h) Foundation Only Permit .....25% of calculated building permit fee
(i) Permit Reinstatement (within one-year of expiration) .....50% of current permit fee

(j) Administration Buy-in (per agreement).....$100.00
(k) Residential solar photovoltaic system permit fee (Res. 4703).....$150.00
(l) Residential solar water heating system permit fee (Res. 4703).....$150.00
(m) Residential ramada/accessory storage building permit fee.....$150.00
(n) Administrative fee for permits from approved standard plans $75.00
(o) Temporary Certificate of Occupancy ..... $100.00 for first 30 days,
..... $500.00 for each 30 day renewal for a maximum of 180 days
(p) Appeal to the Building Official $180.00
(q) Miscellaneous minor residential work.....
(1-6 gas outlets, 1-2 branch electrical circuits 1-6 plbg. openings, etc.) $100.00
(r) Permit issuance when no other fees apply.....$60.00

4.7 TRANSPORTATION ENGINEERING FEES

4.7.1 TRAFFIC CONTROL & LANE RESTRICTION PERMIT FEE (NON-REFUNDABLE)

.....$315.00

A TEMPORARY TRAFFIC CONTROL PERMIT AND ASSOCIATED PERMIT ADMINISTRATION FEE IS REQUIRED FOR PRIVATE
DEVELOPMENT INITIATED TEMPORARY TRAFFIC CONTROL PROJECTS. A TEMPORARY TRAFFIC CONTROL PERMIT SHALL BE
ISSUED FOR CITY OF CHANDLER CAPITAL PROJECTS, BUT A PERMIT ADMINISTRATION FEE SHALL NOT BE REQUIRED. THE
PERMIT FEE IS COMPRISED OF AN HOURLY RATE OF $45.00 PER HOUR AND IS INTENDED TO COVER A MAXIMUM OF
TWO (2) HOURS FOR PLAN REVIEW AND A MAXIMUM OF FIVE (5) HOURS FOR IN-FIELD INSPECTIONS.

4.7.2 DEPOSIT FEE FOR AUTHORIZED TEMPORARY TRAFFIC CONTROL PERMITS

DEPOSIT AMOUNT IS FULLY REFUNDABLE IF ALL PERMITTED WORK IS COMPLETED PER THE SPECIFICATIONS
AND TIMEFRAME AUTHORIZED BY THE ISSUED TEMPORARY TRAFFIC CONTROL PERMIT. FOR EVERY CALENDAR
DAY PAST THE TEMPORARY TRAFFIC CONTROL PERMIT EXPIRATION DATE, NOT TO EXCEED TWENTY (20)
CALENDAR DAYS, DURING WHICH TEMPORARY BARRICADES AND OTHER EQUIPMENT AUTHORIZED BY THE
PERMIT REMAIN IN THE PUBLIC RIGHT-OF-WAY, THE TOTAL REFUNDABLE DEPOSIT AMOUNT SHALL BE REDUCED
BY FIVE (5) PERCENT PER DAY OF THE SUBMITTED DEPOSIT AMOUNT. THE REFUNDABLE DEPOSIT AMOUNT
SHALL BE ZERO ($0.00) DOLLARS AFTER THE 20TH CALENDAR DAY.

DEPOSIT AMOUNT	PROJECT VALUATION
$0 TO $100,000	1% OF PROJECT VALUATION WITH A MINIMUM DEPOSIT OF $1,000
$100,000 TO $300,000	2% OF PROJECT VALUATION
$300,000 TO $500,000	3% OF PROJECT VALUATION
$500,000 TO $750,000	4% OF PROJECT VALUATION
$750,000 TO $1,000,000	5% OF PROJECT VALUATION
$1,000,000 AND GREATER	6% OF PROJECT VALUATION NOT TO EXCEED $100,000

Sec. 5 Neighborhood Resources

5.1 Neighborhood Resources Non-Compliance/Re-inspection fee [Ch. §30-6.8]

(a) Abatement Administrative Fee [Ch §26.10] (Res. 4703)..... 25% of contractor cost

(b) Demolition Abatement Administrative Fee..... 25% of demolition contractor cost

Sec. 6 Public Safety

Public Safety- Fire

6.1 Fire Department, (Chapters 27 & 28): Adopts International Fire Code

6.1.1 Hazardous Materials Permit Fee [§28-6] (Res. 3312)
(a) More than 550 pounds of materials on site, annual fee $300.00
(b) HAZMAT materials management plan required; annual fee $500.00

6.1.2 Assembly Permit (100 or more occupants) [§28-6] ..... No Charge

6.1.3 Cutting & Welding Permit [§28-6] ..... **No Charge**

6.1.4 High-Piled Combustible Storage Permit [§28-6]
(a) Buildings 5,000 or Less Sq. Ft. ..... No Charge
(b) Buildings 5,001 or More Sq. Ft. ..... No Charge

6.1.5 Firework Display Permit (per event) [§28-6] $250.00

6.1.6 Carnival & Fair Permit
(Amusement Events, Trade Shows, Vehicle Displays) [§28-6] $125.00

6.1.7 Motor Vehicle Fuel-Dispensing Stations Permit [§28-6] (one-time) $105.00

6.1.8 Temporary Membrane Structures, Tents [§28-6]
(a) Tent or Canopy 801 or More Sq. Ft. (Res. 4703) $170.00
(b) Each Additional Tent or Canopy 801 or More Sq. Ft. (Res. 4703) $40.00
(c) Tent or canopy less than 801 Sq. Ft. (Res. 4703) ..... No Charge

6.1.9 Open Burn Permit [§28-6 & 7] (Res. 4703)
(a) Open flame, or grease laden vapor cooking in accordance with 28-6 ..... $85.00
(b) Open Flame cooking devices more than 600 sq. in. cooking surface or more than 5 gal. LP gas (20lbs) (No charge if less than that amount) $85.00

6.1.10 Fire Protection Equipment Contractor's License [§28-6] $85.00

6.1.11 All Other Permits Not Listed, but Included in the Fire Code [§28-6] $40.00

6.1.12 Fire User Fee [Ch.27-4] [§27-3 & 4] (Res. 3482, Res. 4119, Res. 4703)
Charges for Fire response where tactical actions are initiated or Emergency Medical Response where medical evaluation is initiated:
(a) 4-person apparatus response: ..... $1,400 per response apparatus plus the administrative and hourly personnel charges set forth below;
(b) 2-person apparatus response: ..... $700 per response apparatus plus the administrative and hourly personnel charges set forth below;
(c) 1-person apparatus response: ..... $350 per response apparatus plus the administrative and hourly personnel charges set forth below;
(d) Additional hourly* personnel charge:
    i. No charge for first hour of response;
    ii. $31 per firefighter for hours 2 through 24
    iii. $45 per hour per firefighter for hours 25 and beyond

*The additional hourly personnel charges will be billed in 15 minutes increments and measured from the time that fire apparatus/personnel leaves the fire station for a response to the time that fire apparatus/personnel arrive back at the fire station after the response.

(e) Emergency Medical Stand-by:
  i. Per Firefighter (per hour) $46.00
  ii. Equipment Charge (per event) $175.00
(f) Fire Prevention Stand-by per person (per hour) $52.00
(g) Administrative charge ..... 10% of the charges assessed as outlined in (a) – (f)

6.1.13 Arson Restitution & Investigation Fees (Pursuant to A.R.S. § 13-1709) (Res. 4703)

(a) Emergency response: The emergency response cost to the City in responding to a fire determined to be caused by arson is the same as the charges set forth in Section 6.1.15.
(b) Investigation: The cost to the City for investigating a fire caused by arson is:
  i. $42.00 per fire investigative hour (non-overtime)
  ii. $67.00 per fire investigative hour (overtime)
  iii. Actual cost of materials and supplies utilized during the investigation

6.1.14 Training Center Room Fees [Ch.§27-8]

(a) Classroom
  i. Small Room (under 60 seats)
    Business Hours Rate ..... $40/hr (2-hr minimum)
    Evening/Weekend Rate ..... $70/hr (2-hr minimum)
  ii. Large Room (over 60 seats)
    Business Hours Rate ..... $65/hr (2-hr minimum)
    Evening/Weekend Rate ..... $115/hr (2-hr minimum)
(b) Auditorium (250 seats)
    Business Hours Rate ..... $130/hr (2-hr minimum)
    Evening/Weekend Rate ..... $220/hr (2-hr minimum)

6.1.15 Other Training Center Fees [Ch.§27-8]

(a) Chandler Safety Officer $75/hr
(b) Public Safety Training Center Liaison $75/hr
(c) Chandler Facility Prop Technician $50/hr
(d) Fire Instructor ..... $75/hr (4-hr minimum)
(e) Skills Training Area ..... $50/hr (2-hr minimum)
(f) Fees for Material/Equipment/Props Used for Training:
  i. Liquid Smoke ..... Actual Costs
  ii. Propane ..... Actual Costs
  iii. Sheeting ..... Actual Costs
  iv. Class A Burn Building[1] ..... $100/hr (4-hr minimum)
  v. Burn Tower (propane)[1] ..... $75/hr (4-hr minimum)
  vi. Confined Space Prop/TRT ..... $35/hr (4-hr minimum)
  vii. Outside Burn Prop (propane)[1] ..... $35/hr (4-hr minimum)
  viii. Flashover Chamber (must provide own instructors)[1] ..... $50/hr (4-hr minimum)
  ix. Forcible Entry Prop (plus cost of replacement lock) ..... $35/hr (4-hr minimum)
  x. Vertical Ventilation Prop ..... $50/hr (4-hr minimum)
    [(1)] Compliance with NFPA 1403 required. Chandler Safety Officer may be required
(g) Hydrant Connection Fee ..... $100 minimum
(h) Janitorial Charge $100.00
(i) Fire Recruit Academy ..... $4,500 per recruit

(j) Paramedic Program Student Registration.....$6,000 per student
(k) Disposal Fee..... $50.00

6.1.16 Re-inspection after initial post-notice inspection for same violation [§28-4]..... ~~$40.00~~

INSPECTION	FEE
INITIAL INSPECTION	$0.00
REINSPECTION #1	$100.00 OR $0.00 IF VIOLATIONS CORRECTED
REINSPECTION #2	$150.00 OR $0.00 IF VIOLATIONS CORRECTED
REINSPECTION #3 – AND EACH ADDITIONAL REINSPECTION THEREAFTER	$200.00 OR $0.00 IF VIOLATIONS CORRECTED

6.2 Police Department, (Chapters 24 & 30): (Res. 4035, Res. 4535, Res. 4703)

6.2.1 Second or subsequent response to disturbances [§30-7.3] (Res. 3482) ..... Actual Cost

6.2.2 Alarm User's Permit [§24-4.2]
(a) Application Fee $10.00
(b) Annual Renewal Fee..... $10.00
(c) Administrative Penalty for connecting without a permit [§24-8.2] (Res. 3482)..... $10.00

6.2.3 Alarm Late Filing Fee [§24-9] $25.00

6.2.4 Alarm Permit Reinstatement Fee [§24-5.7] $25.00

6.2.5 Duplicate Permit Copy Fee [§24-9.3] (Res. 3482) $10.00

6.2.6 Fingerprinting..... $10.00

6.2.7 <u>Extra Duty Fee (Res. 4535, Res. 4703)</u>
(a) Rate per hour per officer/sergeant in non-supervisory capacity
(topped out officer rate at time and a half; vendor pays directly to officer/sergeant)
(b) Rate per hour per sergeant in supervisory capacity
(topped out sergeant rate at time and a half; vendor pays directly to sergeant)
(c) Rate per hour for Workers Compensation coverage (vendor pays directly to City)
(effective October 1, 2014)..... $2.50
(d) Rate per hour for Vehicle usage (vendor pays directly to City) $6.00

6.2.8 <u>Vehicle Impound Fee</u>
(Pursuant to A.R.S §28-3513 and Police Administrative Policy).....$150.00

6.2.9 Pawnbroker Report Fee [§15-2]..... $3.00/per report

Sec. 7 Public Works & Utilities

7.1 Public Works Encroachment and Inspection, (Chapter 46):

7.1.1 Encroachment Permit

(a) Class 1 encroachment permit application base fee [§46-3]..... $97.00
(b) Class 2 encroachment permit application base fee [§46-4]..... $97.00
(c) Class 3 encroachment permit application base fee [§46-5] (Res. 3336)..... $97.00
(d) Class 4 encroachment permit application base fee [§46-6] (Res. 3336)..... $97.00
(e) Class 5 encroachment permit application base fee [§46-7] (Res. 3336)..... $97.00
(f) Class 6 encroachment permit application base fee [§46-8] (Res. 3336)..... $97.00
(g) Class 7 encroachment permit application fee [§46-9] (Res. 3336)..... $97.00
(h) Class 8 encroachment permit application fee [§46-10] (Res. 3336)..... $97.00
(i) Class 9 encroachment permit application fee [§46-11] (Res. 4504)..... $97.00
(j) Encroachment Permit ROW use fee (Res. 4430, Res. 4703)..... $2.27 per linear foot (for calendar year 2019)*

* Pursuant to the approved agreements, the linear foot fee shall be adjusted annually, without further City Council action, on January 1st of each year by an amount equal to the percentage increase, if any, in the Consumer Price Index (CPI-U, Western Region - All items) over the previous 12-month calendar period. In no event shall the rate be increased more than three and eight-tenths (3.8%) per cent over any twelve (12) month period between anniversary dates, unless otherwise approved by City Council. Should the annual change in the CPI-U indicate a decline, the fee shall not diminish.

7.1.2 Cable Television License application base fee [§46-8.8E]..... $10,000.00

7.1.3 License applications base fee for all Chapter 46 licenses except cable (Res. 3336).... $3,000.00

7.1.4 Penalty Assessment for failure to obtain encroachment or street cut permit $1,000.00

7.1.5 Pavement Damage Restoration Fee (Res. 3692)

(a) Within one year of construction of new streets, renovation, or reconstruction of a street (as defined by City Code):
  i. For Each Cut:
    a. For 5 sq. yds. or less.....$330.00 per sq. yd. of cut
    b. For larger than 5, to 100 sq. yds. ..... $1,650.00 plus $18.00 per sq. yd. of cut over 5 sq. yds.
    c. For larger than 100 sq. yds. .....$3,360.00 plus $14.00 per sq. yd. of cut over 100 sq. yds.
  ii. For cuts within the first year, the fee is in addition to the requirement for mill and overlay/inlay in accordance with City Code §46-2.7.
  iii. Or for cuts within the first year, the applicant may choose to reconstruct the street in accordance with City Code §46-2.7 in lieu of paying the above fee.

(b) From one to two years after construction of new streets, renovation, or reconstruction of a street (as defined in the City Code):
  i. For Each Cut:
    a. For 5 sq. yds. or less.....$330.00 per sq. yd. of cut
    b. For larger than 5, to 100 sq. yds. ..... $1,650.00 plus $18.00 per sq. yd. of cut over 5 sq. yds.
    c. For larger than 100 sq. yds. .....$3,360.00 plus $14.00 per sq. yd. of cut over 100 sq. yds.

  ii. For cuts from one to two years after construction of new streets, renovation or

reconstruction of a street, the applicant may choose to perform a mill and overlay/inlay, in accordance with City Code §46-2.7 in lieu of paying the above fee.

(c) From two to four years after construction of new streets or renovation or reconstruction of a street (as defined by City Code):
   i. For Each Cut:
      a. For 5 sq. yds. or less.....$230.00 per sq. yd. of cut
      b. For larger than 5, to 100 sq. yd. ..... $1,150.00 plus $13.00 per sq. yd. of cut over 5 sq. yds.
      c. For larger than 100 sq. yds. .....$2,385.00 plus $10.00 per sq. yd. of cut over 100 sq. yds.

(d) From four to six years after construction of new streets or renovation or reconstruction of a street (as defined by City Code):
   i. For Each Cut:
      a. For 5 sq. yds. or less.....$130.00 per sq. yd. of cut
      b. For Larger than 5, to 100 sq. yds. ..... $650.00 plus $8.00 per sq. yd. of cut over 5 sq. yds.
      c. For larger than 100 sq. yds. .....$1,410.00 plus $5.00 per sq. yd. of cut over 100 sq. yds.

(e) Within one year prior to a City street reconstruction project approved in the capital program of the City's Annual Budget ..... No Charge

(f) For cuts from two to six years after construction of new streets, renovation, or reconstruction of a street, the applicant may choose to perform a mill and overlay/inlay, in accordance with City Code §46-2.7 in lieu of paying the above fee.

(g) The minimum fee shall be based on one square yard. If a pavement cut is so extensive, or the cuts in one area are so numerous that the permittee prefers to perform a renovation (major rehabilitation) of the street in accordance with the City Engineer's requirements, for the full width of any impacted lane and the full length of any cuts plus fifty feet in both directions from the area of the cut on arterial streets and twenty-five in both directions from the area of the cut on collector streets, the permittee may choose to do such renovation in lieu of the Pavement Restoration Fee and such reconstruction shall satisfy the fee requirement. Provided, however, this does not apply to pavement cuts in streets within two years of construction, renovation, or reconstruction. During the first two years, those who desire to perform reconstruction in lieu of paying the pavement restoration fee will be required to reconstruct the street to the satisfaction of the City Engineer. Those companies exempt from the Pavement Restoration Fee shall perform the required repairs and restoration in accordance with City Code §46-2.7 and their contracts with the City unless their written application to pay the established fee in lieu of such restoration is granted by the City Engineer.

(h) For pavement cuts or potholes less than two square feet, no fee will be charged, or for companies with license and franchise agreements that require street reconstruction no reconstruction will be required, provided the pavement cut or pothole meets the spacing requirements shown on Standard Detail No. C-111.

(i) If a pothole cut is done in advance of construction that will remove that portion of the pavement within a reasonable time as specified by the City Engineer, no fee will be charged.

(j) The definitions set forth in Section 46-2.7 are applicable to the provisions herein.

(k) This Pavement Restoration Fee shall not be charged to nor paid by the City Street Division or the City Traffic Engineering Division.

7.1.6 Small Wireless Facility §46-10.3 (Pursuant to A.R.S. §9-592(L), §9-592(D)(4), §9-595(C) and §9-595(D))

(a) Application Fee
  i. New/Replacement Pole $750.00
  ii. Pole exceeding 50ft in height $1,000.00
  iii. Consolidated Application Fee, Existing Pole, Sites 1-5 ..... $100.00
  iv. Consolidated Application Fee, Existing Pole, Sites 6-25 ..... $50.00

(b) Annual Right-of-Way Use Fee $50.00
(for each facility in the City's right-of-way or utility easements)

(c) Annual Right-of-Way Use Fee, Pole exceeding 50ft in height $450.00

(d) Annual City Pole Use Fee $50.00
(for each facility installed on a City-owned pole or on a City owned wireless support structure in the City's right-of-way or utility easements)

7.1.7 Application for disposition of roadway or easement [§47-16.2]

(a) ROW appraisal fee (deposit of $200.00 required) ..... Actual Cost
(b) ROW Vacation Application Fee $1,000.00
(c) Extinguishment of easements appraisal fee (deposit of $200.00 required) ..... Actual Cost
(d) Extinguishment of Easements Application Fee $500.00

7.1.8 Fire Hydrant Meter Deposit [§52-5] (Res. 4703) ..... ~~($1,450)~~ $3,100.00

7.1.9 Reimbursement Agreement Transaction fee [Ch. 51] $100.00

7.1.10 Median & Street Light Construction Buy-In Assessment [§47-12 & 47-15] (Res. 3482)

½ Front Foot	Per foot
(a) Median construction	$11.00 LF
(b) Streetlighting in median	$11.00 LF
(c) Landscaping in median	$1.80 SF
(d) Streetlighting behind curb	$9.00 LF

7.1.11 Water Service Buy-In Assessment [§52-26] (Res. 3482)

	6"	8"	10"	12"	16"
(a) Full front foot	24.00	33.00	38.00	43.00	66.00
(b) ½ front foot	12.00	16.50	19.00	21.50	33.00

7.1.12 Reclaimed Water Buy-In Assessment [§53-12] (Res. 3482)

	12"
Full front foot	37.00
½ front foot	18.50

7.1.13 Sewer Service Buy-In Assessment [§51-20] (Res. 3482)

Full Front Foot	8"	10"	12"	15"
(a) 0 – 10' depth	25.00	31.00	35.00	43.00
(b) 10 – 18' depth	43.00	48.00	52.00	61.00
(c) *Over 18'	49.00	53.00	54.00	63.00

1/2 Front Foot	8"	10"	12"	15"
(d) 0 – 10' depth	12.50	15.50	17.50	21.50
(e) 10 – 18'	21.50	24.00	26.00	30.50
(f) *Over 18'	24.50	26.50	27.00	31.50

*(add $2.50 per full front foot for each additional foot in depth)

7.1.14 Inspection and Testing Fees [§47-7.2] (Res. 3336, Res. 3482, Res. 4505)

Pavement	Unit	Fee/unit without testing
(a) Paving Public Right of Way/Private Streets & Drives	SY	0.36
(b) Parking Areas	SY	0.10
(c) Overlay (all)	SY	0.12
(d) Alley Surface	SY	0.36
(e) Street Sign Bases [Ch. 48-12.7]	EA	10.00
(f) Street Sign (City)	EA	80.00
(g) Mill & Overlay	SY	0.25

Concrete	Unit	Fee/unit without testing
(h) Driveway or alley entrance	EA	41.17
(i) Valley Gutter	LF	0.36
(j) Apron	EA	10.98
(k) Curb & gutter	LF	0.19
(l) Sidewalk	SF	0.07
(m) Catch Basin/Scupper	EA	41.17
(n) Sidewalk Ramp	EA	82.34

Water	Unit	Fee/unit without testing
(o) Water Pipe (4" or larger)	LF	0.82
(p) Water Services	LF	0.55
(q) Pavement Cut	SY	23.87
(r) Tapping Sleeve & Valve (non-fire or fire line)	EA	82.34
(s) Landscape Irrigation System with Backflow Prevention Devices	EA	82.34
(t) Fire Line with and without backflow prevention devices	LF	0.82

Reclaimed Water	Unit	Fee/unit without testing
(u) Reclaimed Water (4" or larger)	LF	0.82
(v) Reclaimed Water Service	LF	0.48
(w) Pavement Cut	SY	23.87
(x) Tapping Sleeve and Valve	EA	82.34

Sewer	Unit	Fee/unit without testing
(y) Sewer pipe (8" or larger)	LF	1.10
(z) Sewer service	LF	0.82
(aa) Manhole	EA	82.34
(bb) Pavement cut	SY	23.87
(cc) Clean out/drop connection	EA	42.54

Drainage	Unit	Fee/unit without testing
(dd) Retention Basin (Grading)	Acre	68.62
(ee) Irrigation Pipe (SRP, RWCD, Private)	LF	1.07
(ff) Stormwater Pipe (including Box Culverts)	LF	1.16
(gg) Headwalls	EA	42.54
(hh) Pavement Cut	SY	23.87
(ii) Drywells	EA	76.85
(jj) Stormwater Retention Pipe	LF	1.16

Utilities [Ch §47-7.2]	Unit	Fee/unit without testing
(kk) Utility trenching in ROW/Easement	LF	0.22
(ll) Street Light Pole (public)	EA	41.17
(mm) Repealed by Ord. 4104 adopted 10/30/08		
(nn) Repealed by Ord. 4104 adopted 10/30/08		
(oo) Borings on a local street	LF	0.14
(pp) Borings on an Arterial or collector street	LF	0.21
(qq) Pavement cut	SY	23.87
(rr) Service Drops	EA	20.59
(ss) Offsite After-hours inspection fee	HR	97.00

Permits [Ch §47-7.2]	Unit	Fee/unit without testing
(tt) Permit application fee	EA	97.00
(uu) As Built Approval fee	SHEET	13.72
(vv) Blanket Permits	EA	450.00
(ww) New Construction Pavement Preservative Seal Coat Permit	YD	0.90

7.2 Solid Waste Services, (Chapter 44):

7.2.1 Monthly Solid Waste Disposal Fee $19.86

(a) A monthly disposal fee applies to all covered residences receiving basic solid waste services as set forth in Chapter 44 of the City Code. The City will bill the monthly disposal fee on the water account serving each covered residence. When the owner or occupant of a covered residence does not have an active water account to bill, a utility billing account will be established. A security deposit, as specified in section 50-3 of the City Code, shall be required from owners or occupants of covered residences without an active water account.

(b) Additional monthly disposal fee applies to Alley solid waste customers..... $1.61

7.2.2 Cost of Solid Waste Containers $148.00

The initial cost of providing refuse containers and recycling containers, including the cost of assembling such containers, for newly constructed covered residences, and shall be paid by the person applying for the initial building permit for each new covered residence at the same time that the fees for the residential building permit are paid. When property with a covered residence located thereon is annexed into the City, the owner of such property shall pay the initial cost to the City of providing such property with a refuse and a recycling container.

7.2.3 Additional and Replacement Container Cost

(a) Additional curbside refuse container (Res. 4703 & 5751)..... $75.00
(b) Replacement of a damaged curbside refuse container or recycling container, where the damage was caused by the resident (Res. 4703 & 5751)..... $75.00
(c) Non-damaged container replacement with refurbished container..... $30.00
(d) Rescheduling container repair/replacement when container is not set out (Res. 4703)..... $26.00
(e) Additional recycling container (Res. 5751) $75.00
(f) Additional alley refuse container (Res. 5751)..... $430.00
(g) Replacement of a damaged alley refuse container where the damage was caused by the resident (Res. 5751)..... $430.00

7.2.4 Additional Monthly Refuse Container Collection Fees

(a) Curbside Refuse Container (Res. 4703) $10.00
This monthly collection fee is in addition to the fee for basic solid waste services set forth in Section 50-15, Code of the City of Chandler, and shall apply to each additional refuse container provided pursuant to subsection 7.2.2 (a).

(b) Alley Refuse Container..... $15.00
This monthly collection fee is in addition to the fee for basic solid waste services set forth in Section 50-15, Code of the City of Chandler, and shall apply to each additional refuse container provided pursuant to subsection 7.2.2 (d).

7.2.5 Special Collection Fees

(a) Fee for one-time special curbside refuse container collection requested by an owner or occupant of a covered residence..... $18.50
(b) Fee for one-time special alley refuse container collection requested by an owner or occupant of a covered residence..... $35.00

7.2.6 Bulk Material Collection Fees

(a) Bulk materials collected for disposal (Up to 4 per calendar year in combination with no charge visits to the RSWCC) ..... No Charge

(b) Bulk materials collected for recycling ..... No Charge

(c) Additional bulk materials collected per collection event $35.00

(d) Freon recovery (Res. 4703) $15.00

7.2.7 Commercial Refuse Hauler Permit

(a) Annual application fee (per applicant) $300.00

(b) Per vehicle annual fee $1,000.00

7.2.8 Recycling Solid Waste Collection Center Fees [§44-7.2A] (Res. 4703 & 5751)

(a) Per visit fee - first 400 lbs. of materials (Up to 4 per calendar year in combination with no charge Bulk Collections)... ..... No Charge
(Excluding no charge RSWCC accepted recyclables)

(b) Per visit fee - first 400 lbs. of materials (after free visits identified above) $10.00
(Excluding no charge RSWCC accepted recyclables)

(c) Per ton fee for weight above the first 400 lbs. covered above (prorated in 20lbs. increments):

i. All debris excluding RSWCC recyclables $50.00

(d) Freon recovery $15.00

7.2.9 Multi-family (non-residential) disposal fee (per load) [§44-7.2B] (Res. 4703) $20.00

7.2.10 City Services (per ton) $50.00

Resolutions

Resolution No. 3175 – 12/16/99 RE-ADOPTING THE FEE SCHEDULE IN CONJUNCTION WITH THE REVISIONS TO THE CITY CODE

Resolution No. 3204 – 03/23/00 AMENDING THE CITY FEE SCHEDULE REGARDING AIRPORT FEES

Resolution No. 3312 – 08/10/00 AMENDING THE CHANDLER CITY FEE SCHEDULE REGARDING HAZARDOUS MATERIAL PERMIT FEES

Resolution No. 3336 – 11/16/00 AMENDING THE FEE SCHEDULE REGARDING CERTAIN PUBLIC WORKS PENALTIES, PERMIT, INSPECTION AND PROCESSING FEES

Resolution No. 3239 – 5/10/01 AMENDING THE CITY FEE SCHEDULE REGARDING AIRPORT FEES TO ESTABLISH FEES AND FEE ADJUSTMENT CRITERIA FOR THROUGH THE FENCE ACCESS

Resolution No. 3401 – 6/14/01 AMENDING THE CITY FEE SCHEDULE REGARDING AIRPORT GROUND LEASE RATES

Resolution No. 3372 – 12/13/01 AMENDING THE CITY FEE SCHEDULE REGARDING PAVEMENT RESTORATION FEES

Resolution No. 3482 – 3/14/02 AMENDING THE CITY FEE SCHEDULE REVISING CERTAIN MANAGEMENT SERVICES, FIRE, AIRPORT, PARKS/RECREATION, PLANNING/DEVELOPMENT, POLICE AND PUBLIC WORKS FEES

Resolution No. 3630 – 5/08/03 AMENDING THE CITY FEE SCHEDULE REVISING CERTAIN MANAGEMENT SERVICES, AIRPORT, REFUSE, PLANNING/DEVELOPMENT, POLICE AND PUBLIC WORKS FEES

Resolution No. 3692 – 11/06/03 AMENDING THE CITY FEE SCHEDULE REVISING PAVEMENT RESTORATION FEES

Resolution No. 3793 – 10/28/04 AMENDING CITY FEE SCHEDULE REVISING AIRPORT FEES

Ordinance No. 3689 – 6/23/05 AMENDING CITY FEE SCHEDULE DELETING REFUSE AND RECYCLING FEES, SECTION 4, AND INCORPORATING THEM INTO CITY CODE CHAPTER 44

Resolution No. 3913 – 11/17/05 AMENDING CITY FEE SCHEDULE REVISING AIRPORT FEES AND ADDING SECTION 2.10 (effective 1/1/2006)

Resolution No. 4035 – 1/11/2007 AMENDING CITY FEE SCHEDULE REVISING MANAGEMENT SERVICES, AIRPORT, PLANNING AND DEVELOPMENT AND POLICE FEES

Resolution No. 4059 – 04/26/2007 AMENDING CITY FEE SCHEDULE ADDING SECTION 4 MUNICIPAL UTILITIES

Resolution No. 4119 – 09/20/2007 AMENDING CITY FEE SCHEDULE SECTION 3
Resolution No. 4145 – 01/17/2008 REPEALED SECTION 5 PARKS AND RECREATION

Resolution No. 4178 – 4/24/2008 AMENDING SECTION 4 MUNICIPAL UTILITIES

Ordinance No. 4104 – 10/30/08 AMENDING SECTION 8, PUBLIC WORKS, REPEALING SEC 8.7 AND SEC 8.15, UTILITIES, MM AND NN EFFECTIVE 11/29/08

Resolution No. 4299 – 5/28/2009 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO FIRE DEPARTMENT, MUNICIPAL UTILITIES, PLANNING AND DEVELOPMENT, POLICE DEPARTMENT AND PUBLIC WORKS FEES

Resolution No. 4311 – 5/13/2009 AMENDING THE CITYWIDE FEE SCHEDULE AIRPORT RATES AND FEES

Resolution No. 4318 – 07/30/2009 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO FIRE DEPARTMENT, NEIGHBORHOOD RESOURCES, PLANNING AND DEVELOPMENT, POLICE DEPARTMENT AND PUBLIC WORKS FEES

Resolution No. 4430 – 06/24/2010 AMENDING SECTION 6, PLANNING AND DEVELOPMENT AND SECTION 8 PUBLIC WORKS.

Resolution No. 4483 – 12/09/2010 AMENDING SECTION 7, POLICE DEPARTMENT

Resolution No. 4504 – 04/28/2011 AMENDING SECTION 8, PUBLIC WORKS

Resolution No.4505 – 05/26/2011 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO TRANSPORTATION & DEVELOPMENT – DEVELOPMENT SERVICES AND TRANSPORTATION & DEVELOPMENT – TRANSPORTATION OPERATIONS.

Resolution No. 4535 – 10/27/2011 AMENDING SECTION 7, POLICE DEPARTMENT

Resolution No. 4615 – 07/26/2012 AMENDING SECTION 6.3.3 DELETING SITE DEVELOPMENT - HOME OCCUPATION FEE

Resolution No. 4703 – 08/12/13 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO ADMINISTRATION, MANAGEMENT SERVICES - TAX AND LICENSE, CHANDLER MUNICIPAL AIRPORT, FIRE DEPARTMENT, MUNICIPAL UTILITIES, PARKS AND RECREATION, TRANSPORTATION AND DEVELOPMENT - DEVELOPMENT SERVICES AND OPERATIONS, POLICE DEPARTMENT, AND NEIGHBORHOOD RESOURCES

Resolution No. 4773 – 6/12/14 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO FIRE DEPARTMENT, PARKS AND RECREATION, AND POLICE DEPARTMENT

Resolution No. 4839 – 03/26/2015 MANAGEMENT SERVICES DEPARTMENT, AIRPORT, TRANSPORTATION AND DEVELOPMENT, SOLID WASTE, POLICE, PARKS AND RECREATION, AND CULTURAL AFFAIRS

Resolution No. 4899 – 11/19/2015 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO MOBILE FOOD

Resolution No. 4941 – 5/12/2016 AMENDING SECTION 2: MUNICIPAL AIRPORT, SECTION 5: PARKS AND RECREATION, SECTION 6: TRANSPORTATION AND DEVELOPMENT, DEVELOPMENT SERVICES

Resolution No. 5034 – 4/13/2017 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO FIRE DEPARTMENT, MANAGEMENT SERVICES, PARKS AND RECREATION, AND TRANSPORTATION AND DEVELOPMENT DEPARTMENTS

Resolution No. 5098 – 12/7/17 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO ADMINISTRATION AND MANAGEMENT SERVICES DEPARTMENT

Resolution No. 5104 – 1/11/18 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO PUBLIC WORKS & UTILITIES DEPARTMENT AND INCORPORATING TECHNICAL CORRECTIONS TO RECOGNIZE REORGANIZATION AND REORDERING SECTIONS.

Resolution No. 5117 – 4/26/2018 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO COMMUNITY SERVICES, PUBLIC SAFETY - FIRE AND POLICE, AND PUBLIC WORKS & UTILITIES DEPARTMENTS.

Resolution No. 5215 – 12/13/2018 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO THE MANAGEMENT SERVICES AND DEVELOPMENT SERVICES DEPARTMENTS.

Resolution No. 5243 – 05/09/2019 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO THE COMMUNITY SERVICES, DEVELOPMENT SERVICES, AND PUBLIC WORKS & UTILITIES DEPARTMENTS.

Resolution No. 5300 – 12/12/2019 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO ADMINISTRATION AND MANAGEMENT SERVICES AND PUBLIC WORKS & UTILITIES DEPARTMENTS.

Resolution No. 5431 – 2/22/2021 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO THE AIRPORT, COMMUNITY SERVICES, DEVELOPMENT SERVICES, CULTURAL DEVELOPMENT, FIRE AND NEIGHBORHOOD RESOURCES DEPARTMENTS OR DIVISIONS.

Resolution No. 5558 – 5/12/2022 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO THE PUBLIC WORKS AND UTILITIES DEPARTMENT, SOLID WASTE DIVISION

Resolution No. 5696 – 7/20/2023 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO THE MANAGEMENT SERVICES AND PUBLIC WORKS AND UTILITIES DEPARTMENT

Resolution No. 5751 – 1/1/2024 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO THE PUBLIC WORKS AND UTILITIES DEPARTMENT, SOLID WASTE DIVISION

RESOLUTION NO. 5846 – 1/1/2025 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO THE COMMUNITY SERVICES DEPARTMENT, CULTURAL DEVELOPMENT DEPARTMENT, DEVELOPMENT SERVICES DEPARTMENT, FIRE DEPARTMENT, AND PUBLIC WORKS & UTILITIES DEPARTMENT

City of Chandler
Summary of Proposed New or Modified Fees
General Fund

City Code	Fee Schedule Reference	Current Fee Description	New or Deleted Fee Description	Customer Impacted	Existing Fee	Proposed Fee	Justification/Cost Basis	Comparisons
Community Services								
Recreation Program and Service Fees - Aquatics								**Other City Fee Ranges:**
31-21.A	3.1.1 (e)	Pool Pass - Youth (15 Punches)	No change	Customers 2-17 years old wishing to buy bulk swim passes	25% discount on the regular entry fee rounded to nearest 1/4 dollar	Resident: $11.25 Non-Residents: $15.00	25% discount on the regular entry fee. With proposed entry fee would equate to $11.25 for residents & no discount for non-residents. Completed on-line, so can validate residency.	**Gilbert:** 30 punches **/** $25.00 for **Mesa:** 10 punches / $15.00 - 30 punches / $45.00
31-21.A	3.1.1 (f)	Pool Pass - Adult (15 Punches)	No change	Customers 18-55 years old wishing to buy bulk swim passes	25% discount on the regular entry fee rounded to nearest 1/4 dollar	Resident: $25.25 Non-Residents: $33.75	25% discount of the normal entry fee. With proposed entry fee would equate to $25.25 & no discount for non-residents. Completed on-line, so can validate residency.	**Gilbert:** 10 punches / $25.00 **Mesa:** 5 punches / $15.00 **Scottsdale:** 10 punches / $30.00 **Tempe:** 10 punches / $35.00
31-21.A	3.1.1 (g)	Pool Pass - Youth (30 Punches)	No change	Customers 2-17 years old wishing to buy bulk swim passes	25% discount on the regular entry fee rounded to nearest 1/4 dollar	Resident: $15.00 Non-Resident: $30.00	50% discount of the normal entry fee. With proposed entry fee would equate to $15 & no discount for non-residents. Completed on-line, so can validate residency.	**Gilbert:** 30 punches / $25.00 **Mesa:** 30 punches / $45.00 **Scottsdale:** 30 punches / $72.00
31-21.A	3.1.1 (h)	Pool Pass - Adult (30 Punches)	No change	Customers 18-55 years old wishing to buy bulk swim passes	50% discount on the regular entry fee rounded to nearest 1/4 dollar	Resident: $33.75 Non-Resident: $67.50	50% discount of the normal entry fee. With proposed entry fee would equate to $33.75 & no discount for non-residents. Completed on-line, so can validate residency.	**Gilbert:** 10 punches / $25.00 **Mesa:** 15 punches / $45.00 **Tempe:** 10 punches / $35.00
31-21.A	3.1.1 (h)	New Fee	Pool Pass - Senior (15 Punches)	Customers 55+ years old wishing to buy bulk swim passes	N/A	Resident: $14.00 Non-Residents: $18.75	25% discount on the regular entry fee. With proposed entry fee would equate to $14 for resident seniors & no discount for non-residents. Completed on-line, so can validate residency.	**Gilbert:** N/A **Mesa:** N/A **Tempe**: 10 punches / $35.00
31-21.A	3.1.1 (h)	New Fee	Pool Pass - Senior (30 Punches)	Customers 55+ years old wishing to buy bulk swim passes	N/A	Resident: $18.75 Non-Resident: $37.50	50% discount of the normal entry fee. With proposed entry fee would equate to $18.75 for resident seniors & no discount for non-residents. Completed on-line, so can validate residency.	**Gilbert:** N/A **Mesa:** N/A **Tempe**: 10 punches / $35.00
31-21.A	3.1.1 (n)	Swim Team Use (per Guard)	Swim Team Use	USA Swim clubs renting lanes for practice time	Resident: $15.00 per hour Non-resident: N/A	$5 per lane	Increase to cover the cost of staffing lifeguards for all swim team rentals. This is a high-risk activity, and we are asking coaches to lifeguard the pool while providing coaching/teaching, which is an intrusion into the primary duties of proper lifeguard surveillance and not supported by our lifeguard certifying agency.	**Gilbert:** $6.12 per lane **Mesa:** $5.00 per lane **Scottsdale:** $5.00 per lane **Peoria:** $6.25 per lane **Chandler Unified School District:** $7.50 per lane
31-21.A	3.1.1 (p)	Red Cross Learn to Swim	Delete Fee	Residents	Resident: $0.55 per person Non-resident: $0.55 per person	Delete Fee	N/A	N/A
31-21.A	3.1.1 (q)	Red Cross Certification (per Guard), minimum # of guard requirements varies	Delete Fee	Residents	Resident: $16-$36 per hour Non-resident: $16-$36 per hour	Delete Fee	N/A	N/A
Recreation Program and Service Fees - Parks								**Other City Fee Ranges:**
31-21.A	3.1.2 (a)	Pavilion Rental Corporate Size (a) One Pavilion - 4 hour minimum (McDowell Mountain)	Corporate Pavilion - 4 hour minimum	Pavilion users	Resident: $56/hr Non-resident: $76/hr	Resident: $70/hr Non-resident: $90/hr Commercial: $105/hr	Staff recommends a 25% increase for rising staff and maintenance costs. Valley average is $200.	**Gilbert:** $100.00 **Tempe:** $300.00
31-21.A	3.1.2 (b)	Pavilion Rental Large Size (b) One Pavilion - (Arrowhead Park Lion's and Folley Park Memorial)	Large Pavilion	Pavilion users	Resident: $23/hr Non-resident: $32/hr	Resident: $29/hr Non-resident: $40/hr Commercial: $44/hr	Staff recommends a 25% increase for rising staff and maintenance costs. Valley average is $72.	**Gilbert:** $25.00 **Glendale:** $25.00 **Mesa:** $33.00 **Scottsdale:** $150.00 **Peoria:** $30.00 **Phoenix:** $60.00 **Queen Creek:** $50.00

City of Chandler
Summary of Proposed New or Modified Fees
General Fund

City Code	Fee Schedule Reference	Current Fee Description	New or Deleted Fee Description	Customer Impacted	Existing Fee	Proposed Fee	Justification/Cost Basis	Comparisons
Community Services								
Recreation Program and Service Fees - Parks								**Other City Fee Ranges:**
31-22.A	3.1.2 (c)	Pavilion Rental Medium Size (c) One Pavilion - Desert Breeze's Acacia, Mesquite, and Palo Verde, and Tumbleweed's San Tan and South Mountain	Medium Pavilion	Pavilion renters	Resident: $16/hr Non-resident: $22/hr	Resident: $20/hr Non-resident: $27/hr Commercial: $30/hr	Staff recommends a 25% increase for rising staff and maintenance costs. Valley average is $26.	**Apache Junction:** $15.00 **Gilbert:** $25.00 **Glendale:** $15.00 **Mesa:** $20.00 **Tempe:** $50.00 **Peoria:** $30.00 **Phoenix:** $30.00
31-21.A	3.1.2 (d)	Pavilion Rental Medium Size (d) Entire Cluster Complex (Desert Breeze - 3 pavilions)	Delete Fee	Pavilion renters	Resident: $48/hr Non-resident: $65/hr	Delete Fee	N/A	**Apache Junction:** $15.00 **Gilbert:** $25.00 **Glendale:** $15.00 **Mesa:** $20.00 **Tempe:** $50.00 **Peoria:** $30.00 **Phoenix:** $30.00
31-22.A	3.1.2 (e)	Pavilion Rental Small Size (e) One Pavilion	Small Pavilion	Pavilion renters	Resident: $8/hr Non-resident: $11/hr	Resident: $10/hr Non-resident: $14/hr Commercial: $15/hr	Staff recommends a 25% increase for rising staff and maintenance costs. Valley average is $16.	**Apache Junction:** $10.00 **Gilbert:** $15.00 **Glendale:** $10.00 **Mesa:** $13.00 **Tempe:** $25.00 **Peoria:** $20.00 **Phoenix:** $24.00
31-21.A	3.1.2 (h)	Ball Field Reservation - No Lights	No change	Renters	Resident: $11/hr Non-resident: $15/hr Commercial: N/A	Resident: $14/hr Non-resident: $19/hr Commercial: $21/hr	Recommend 25% increase for staff and maintenance costs rising. Valley average $14/hr.	**Gilbert:** $10.50 **Glendale:** $17.00 **Mesa:** $18.00 **Scottsdale:** $10.00 **Tempe:** $20.00 **Queen Creek:** $20.00
31-21.A	3.1.2 (i)	Ball Field Reservation - Tournaments/Leagues	No change	Renters	Resident: $11/hr Non-resident: $15/hr Commercial: $17/hr	Resident: $14/hr Non-resident: $19/hr Commercial: $21/hr	Recommend a 25% fee increase for staff and maintenance costs rising. Valley average $27/hr.	**Gilbert:** $45.00 **Mesa:** $32.00 **Scottsdale:** $30.00 **Tempe:** $20.00
31-21.A	3.1.2 (k)	1/2 Multi Use Field Reservation No Lights	No change	Renters	Resident: $5.50/hr Non-resident: $8/hr Commercial: N/A	Resident: $7/hr Non-resident: $10/hr Commercial: $11/hr	This fee would be half of the proposed Ball Field Reservation - No Lights Fee. Below are the full field comparisons. Full Field Valley average: $27 (Apache Junction: $15, Avondale: $350/day, Gilbert: $45, Glendale: $28, Goodyear: $25, Mesa: $32, Queen Creek: $20, Scottsdale: $30, Tempe: $20) Recommend a 25% increase for staff and maintenance costs rising.	There are no half field fee comparisons in the valley.
31-21.A	3.1.2 (m)	Field Preparation	No change	Renters	Resident: $25/prep Non-resident: $34/prep Commercial: $38/prep	Resident: $40/prep Non-resident: $54/prep Commercial: $60/prep	Recommend 29% increase for staff and maintenance cost rising. Valley average $53.	**Apache Junction:** $80.00 **Gilbert:** $40.00 **Goodyear:** $40.00 **Mesa:** $60.00 **Scottsdale:** $66.00
31-21.A	3.1.2 (o)	Field Preparation After-Hour	No change	Renters	Resident: $35/prep Non-resident: $48/prep Commercial: $53/prep	Resident: $60/prep Non-resident: $81/prep Commercial: $90/prep	Recommend 22% increase for staff and maintenance costs rising. Valley average $53.	**Apache Junction:** $80.00 **Gilbert:** $40.00 **Mesa:** $60.00 **Scottsdale:** $66.00 **Tempe:** $30.00
31-21.A	3.1.2 (p)	Site Supervisor	No change	Renters	Resident: $15/hr Non-resident: $21/hr Commercial: $23/hr	Resident: $25/hr Non-resident: $34/hr Commercial: $38/hr	Recommend 25% increase to cover staffing costs.	**Mesa:** $18.00

City of Chandler
Summary of Proposed New or Modified Fees
General Fund

City Code	Fee Schedule Reference	Current Fee Description	New or Deleted Fee Description	Customer Impacted	Existing Fee	Proposed Fee	Justification/Cost Basis	Comparisons
Community Services								
Recreation Program and Service Fees - Parks								**Other City Fee Ranges:**
31-21.A	3.1.2 (z)	Park Maintenance Staff (After Hours Fee)	No change	Renters	Resident: $35/hr Non-resident: $48/hr Commercial: $53/hr	Resident: $60/hr Non-resident: $81/hr Commercial: $90/hr	Recommend 22% increase for staff and maintenance costs rising. Valley average $53/hr.	**Apache Junction:** $80.00 **Gilbert:** $40.00 **Goodyear:** $40.00 **Mesa:** $60.00 **Scottsdale:** $66.00
Recreation Program and Service Fees - Recreation Facilities								**Other City Fee Ranges:**
31-21.A	3.1.3 (a)	Multipurpose Room - Small	No change	Renters	Resident: $56/hr (50% rate for non-profit groups) Non-resident: $76/hr Commercial: $84/hr	Resident: $65/hr (50% rate for non-profit groups) Non-resident: $88/hr Commercial: $98/hr	Valley average is $58/hr. Recommend 15% increase for staff and maintenance costs rising.	**Gilbert:** $45.00 **Mesa:** $66.00 **Queen Creek:** $70.00
31-21.A	3.1.3 (b)	Multipurpose Room - Medium	No change	Renters	Resident: $85/hr (50% rate for non-profit groups) Non-resident: $115/hr Commercial: $128/hr	Resident: $91/hr (50% rate for non-profit groups) Non-resident: $123/hr Commercial: $137/hr	Valley average $96/hr. Recommend a 15% increase for staff and maintenance costs rising.	**Glendale:** $72.00 **Mesa:** $95.00 **Peoria:** $100.00 **Queen Creek:** $81.00
31-21.A	3.1.3 (c)	Multipurpose Room - Large	No change	Renters	Resident: $125/hr (50% rate for non-profit groups) Non-resident: $169/hr Commercial: $188/hr	Resident: $144/hr (50% rate for non-profit groups) Non-resident: $195/hr Commercial: $216/hr	Valley average is $162, recommend 15% increase for staff and maintenance costs rising.	**Glendale:** $142.00 **Mesa:** $145.00 **Peoria:** $200.00
31-21.A	3.1.3 (q)	Set-up Fee for Room Reservations	No change	Renters	Resident: $25/hr Non-resident: $34/hr Commercial: $38/hr	Resident: $50/hr Non-resident: $68/hr Commercial: $75/hr	Increase 38% to cover the cost of two Recreation Leader II's.	**Apache Junction:** Same rate as room rental. **Gilbert:** $60.00 **Mesa:** Same rate as room rental. **Scottsdale:** Same rate as room rental.
Recreation Program and Service Fees - Recreation Fitness Passes								**Other City Fee Ranges:**
31-21.A	New to be inserted under 3.1.4 (h)	New Fee	6 Month Admission - Teen	Fitness pass users	None	Resident: $113 pp Non-resident: $152 pp	The proposed fees are half of the annual pass rate for each category. Currently customers are required to pay for an annual pass all at once. Staff recommends adding this pass option to encourage customers to joining the TRC for a year, by providing a more affordable six-month payment option. Valley Average: $92	**Apache Junction:** $82.00 **Gilbert:** $80.00 **Peoria:** $113.00
31-21.A	New to be inserted	New Fee	6 Month Admission - Adult	Fitness pass users	None	Resident: $150 pp Non-resident: $203 pp	The proposed fees are half of the annual pass rate for each category. Currently customers are required to pay for an annual pass all at once. Staff recommends adding this pass option to encourage customers to joining the TRC for a year, by providing a more affordable six-month payment option. Valley Average: $135	**Apache Junction:** $132.00 **Gilbert:** $130.00 **Peoria:** $142.00
31-21.A	New to be inserted	New fee	6 Month Admission - Active Adult	Fitness pass users	None	Resident: $113 pp Non-resident: $152 pp	The proposed fees are half of the annual pass rate for each category. Currently customers are required to pay for an annual pass all at once. Staff recommends adding this pass option to encourage customers to joining the TRC for a year, by providing a more affordable six-month payment option. In addition, with the increase of winter visitors using the TRC, staff believes this option will appeal to the Active Adult customers. Valley Average: $109	**Gilbert:** $110.00 **Peoria:** $108.00
31-21.A	New to be inserted	New Fee	6 Month Admission - Youth	Fitness pass users	None	Resident: $100 pp Non-resident: $135	The proposed fees are half of the annual pass rate for each category. Currently customers are required to pay for an annual pass all at once. Staff recommends adding this pass option to encourage customers to joining the TRC for a year, by providing a more affordable six-month payment option. Valley Average: $84	**Apache Junction:** $82.00 **Gilbert:** $82.00 **Peoria:** $85.00

City of Chandler
Summary of Proposed New or Modified Fees
General Fund

City Code	Fee Schedule Reference	Current Fee Description	New or Deleted Fee Description	Customer Impacted	Existing Fee	Proposed Fee	Justification/Cost Basis	Comparisons
Community Services								
Recreation Program and Service Fees - Recreation Fitness Passes								**Other City Fee Ranges:**
31-21.A	New to be inserted	New Fee	6 Month Admission - 2 person	Fitness pass users	None	Resident: $250 pp Non-resident: $337.50 pp	The proposed fees are half of the annual pass rate for each category. Currently customers are required to pay for an annual pass all at once. Staff recommends adding this pass option to encourage customers to joining the TRC for a year, by providing a more affordable six-month payment option. Valley Average: $227	**Peoria:** $227.00
31-21.A	New to be inserted	New Fee	6 Month Admission - Family (2 Adults & 4 Dependents)	Fitness pass users	None	Resident: $300 pp Non-resident: $405 pp	The proposed fees are half of the annual pass rate for each category. Currently customers are required to pay for an annual pass all at once. Staff recommends adding this pass option to encourage customers to joining the TRC for a year, by providing a more affordable six-month payment option. Valley Average: $306	**Apache Junction:** $297.00 **Gilbert:** $355.00 **Peoria:** $284.00
31-21.A	New to be inserted	New Fee	6 Month Admission - Additional Family Dependent	Fitness pass users	None	Resident: $25 pp Non-resident: $34 pp	Supports the family pass users.	No other city offers additional family dependent add on.
Recreation Program and Service Fees - Tennis Center								**Other City Fee Ranges:**
31-21.A	3.1.6 (a)	Tennis Court - A.M., 1.5 hours	No change	Tennis players	Resident $2.50 pp Non-resident: $4.00 pp	Resident $3.00 pp Non-resident: $4.50 pp	Valley average is $4.15 pp.	**Glendale:** $5.00 **Mesa:** $9.00 **Scottsdale:** $3.00 **Tempe:** $2.75 **Phoenix:** $3.00 **Surprise:** $2.00
31-21.A	3.1.6 (b)	Tennis Court - P.M., 1.5 hours (includes lights)	No change	Tennis players	Resident: $3.50 pp Non-resident: $5.00 pp	Resident: $4.00 pp Non-resident: $5.50 pp	Valley average is $6	**Glendale:** $5.00 **Mesa:** $12.00 **Scottsdale:** $5.00 **Tempe:** $3.50 **Phoenix:** $8.00 **Surprise:** $3.00
Cultural Development								
Special Events								**Other City Fee Ranges:**
32	3.1.5 (j)	Trash Can Rental	Trash Can Rental	Increase of $3 to residents	$ 17.00	$ 20.00	Increase in service cost with 100% revenue off-set	There are no other city comparisons as this is a direct cost for services from our Solid Waste vendor.
32	3.1.5 (j)	Trash Can Rental	Trash Can Rental	Increase of $4 to non-residents	$ 23.00	$ 27.00	Increase in service cost with 100% revenue off-set	There are no other city comparisons as this is a direct cost for services from our Solid Waste vendor.

City of Chandler
Summary of Proposed New or Modified Fees
General Fund

City Code	Fee Schedule Reference	Current Fee Description	New or Deleted Fee Description	Customer Impacted	Existing Fee	Proposed Fee	Justification/Cost Basis	Comparisons
Development Services								
Transportation Engineering								**Other City Fee Ranges:**
47	**New to be inserted**	New fee	Traffic Control & Lane Restriction Permit Fee (Non-Refundable)	Developers	None	$ 315.00	A temporary traffic control permit and associated permit administration fee is required for private development initiated temporary traffic control projects. A temporary traffic control permit shall be issued for City of Chandler capital projects, but a permit administration fee shall not be required. The permit fee is comprised of an hourly rate of $45.00 per hour and is intended to cover a maximum of two (2) hours for plan review and a maximum of five (5) hours for in-field inspections.	
47	**New to be inserted**	New fee	Deposit Fee for Authorized Temporary Traffic Control Permits	Developers	None	Deposit Amount/Project Valuation: $0 to $100,000/ 1% of project valuation with a minimum deposit of $1,000 $1,00,001 to $300,000/ 2% of project valuation $300,001 to $500,000/ 3% of project valuation $500,001 to $750,000/ 4% of project valuation $750,001 to $1,000,000/ 5% of project valuation $1,000,001 and greater/ 6% of project valuation not to exceed $100,000	Deposit amount is fully refundable if all permitted work is completed per the specifications and timeframe authorized by the issued temporary traffic control permit. For every calendar day past the temporary traffic control permit expiration date, not to exceed twenty (20) calendar days, during which temporary barricades and other equipment authorized by the permit remain in the public right-of-way, the total refundable deposit amount shall be reduced by five (5) percent per day of the submitted deposit amount. The refundable deposit amount shall be zero ($0.00) dollars after the 20th calendar day. A deposit fee shall not be required for City of Chandler capital projects.	
Fire								
Fire Re-inspection Fees								**Other City Fee Ranges:**
28	6.1.16	Re-inspection after initial post-notice inspection for same violation	No change	Businesses who fail to comply with required fire safety improvements	After multiple non-compliance visits $40	Initial Inspection: $0 Reinspection #1: $100 or $0 if violations corrected Resinspection #2: $150 or $0 if violations corrected Reinspection #3 and beyond: $200 or $0 if violations corrected	The Fire Prevention division of the City of Chandler is responsible for enforcing adopted codes and ordinances within the city and performing inspections to assist business owners in mitigating hazards and maintaining safe spaces. The city has modified the existing fee structure for fire re-inspections to ensure code compliance amongst businesses in the community. The modification to these fees aids in achieving timely compliance and promoting safer outcomes within the community.	Mesa: $153-$1,274 Glendale: $55-$330 Peoria: $50-$1,950 Gilbert: $15-$50 Scottsdale: $0-$200

City of Chandler
Summary of Proposed New or Modified Fees
Non-General Fund

City Code	Fee Schedule Reference	Current Fee Description	New or Deleted Fee Description	Customer Impacted	Existing Fee	Proposed Fee	Justification/Cost Basis	Comparisons
Public Works & Utilities								
Water Distribution								**Other City Fee Ranges:**
50-19.1	7.1.8	Fire Hydrant Meter Deposit	No Change	Construction water customers	$ 1,450.00	$ 3,100.00	The City of Chandler has been charging construction water customers a deposit fee of $1,450 since 2013. Prices for hydrant meters, fittings, and required backflow devices have increased in price. Due to price increases, the deposit fee for such parts, also needs to be increased to recover cost. Proposed fee more closely recflects current cost of meter and is fully refunded after returned, less charges for any repair, replacement, labor or balance due. It also includes updated pricing of hydrant meter, fittings and required backflow device.	**Mesa:** $1,295 **Scottsdale**: $2,000 **Phoenix**: $650 **Queen Creek**: $1,500 - $1,775 **Tempe**: $850, however, if lost, damaged, or stolen, full replacement cost applies

City of Chandler
Summary of Proposed New or Modified Fees
Technical Correction - No Impact to Fees

City Code	Fee Schedule Reference	Current Fee Description	New or Deleted Fee Description	Customer Impacted	Existing Fee	Proposed Fee	Justification/Cost Basis	Comparisons
Community Services								
Recreation Program and Service Fees - Aquatics								**Other City Fee Ranges:**
31-21.A	3.1.1 (o)	Lifeguard	Lifeguard (all programs)	Club teams and facility rentals paying for lifeguards needed for emergency action plan	Resident: $20.00 per hour Non-resident: $20.00 per hour	Resident: $20.00 per hour Non-resident: $20.00 per hour	N/A	N/A

CITY OF CHANDLER
NOTICE OF INTENTION TO AMEND THE
CITYWIDE FEE SCHEDULE

NOTICE IS HEREBY GIVEN that proposed amendments to the Citywide Fee Schedule proposed to be effective January 1, 2025, were posted for City Council review, discussion, and action on the agenda for the regular meeting of the Chandler City Council held in the Council Chambers, 88 East Chicago Street, 6:00 pm M.S.T., Thursday, November 7, 2024. At the November 7, 2024, regular meeting the Chandler City Council tabled this agenda item until December 12, 2024, to permit additional City Council review, discussion, and action on the proposed amendments to the Citywide Fee Schedule proposed to be effective January 1, 2025.

A copy of the document that supports the proposed amendments and a copy of the proposed Citywide Fee Schedule amendments are available in the office of the City Clerk and on the City's website.

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Sec. 1 Administration and Management Services

Administration

i. Appeal fee [§1-7.1] (Res. 3175).....$200.00
ii. CD / Audio..... $10.00
iii. Copy – per page..... $0.15
iv. DVD / Video.....$15.00
v. Microfilm Copy – per page.....$2.00
vi. Dishonored or Non-Sufficient Fund (NSF) Check fee.....$25.00

(b) Fire Department
i. Digital Photos of event – each print.....$1.00
ii. Digital Photos of event – CD.....$5.00
iii. Audio or DVD of event – each..... $10.00
iv. Fire, EMS & Incident and Occupancy Inspection Report copy – each..... $5.00
v. Environmental Report Review – written.....$25.00
vi. Permit – duplicate.....$5.00

(c) Police Department
i. Audio Recording Copies – per report..... $10.00
ii. Digital Photographs – per report.....$5.00
iii. Photo Red Light Copies – 4 sheets.....$10.00
iv. Report Copies – first 35 pages..... $5.00
(each additional page City standard rate applies)
v. Video Recording Copies – per report..... $25.00
vi. Block Watch Signs – per sign.....$25.00

(d) Reports, Plans, Manuals, Guides, etc.
i. Airpark Area Plan.....$4.00
ii. Airpark Map..... $1.00
iii. Airport Master Plan Update..... $45.00
iv. Airport Master Plan Update Executive Summary..... $2.00
v. Airport Master Plan – color..... $75.00
vi. Airport F.A.R. Noise Study with Maps..... $68.00
vii. Crime Free Multi-Housing Program.....$6.00
viii. Code Enforcement Report Copies – first 50 pages..... $5.00
(each additional page City standard rate applies)
ix. Drainage Policies & Standards, #3 Technical Design Manual.....$2.00
x. General Plan.....$5.00
xi. Industrial Pretreatment – Annual Report..... $25.00
xii. Landscape & Irrigation Guidelines, #8 Technical Design Manual..... $2.00
xiii. Park and Recreation Master Plan.....$6.00
xiv. Redevelopment Element.....$7.00
xv. Residential Development Standards..... $8.00
xvi. Southeast Chandler Area Plan and Appendices..... $10.00
xvii. Southeast Chandler Area Plan Appendices..... $7.00
xviii. Street Design & Access Control, #4 Technical Design Manual.....$2.00
xix. Streetlight Standards, #7 Technical Design Manual.....$2.00
xx. Subdivision Code.....$2.00
xxi. Traffic Barricade, #7 Technical Design Manual.....$2.00
xxii. Traffic Signal Design, #5 Technical Design Manual..... $2.00
xxiii. Water & Wastewater System, #1 & 2 Technical Design Manual.....$2.0

Management Services – Tax and License

(b) Annual License fee
  i. Up to four pari-mutuel betting windows or tote machine [§58-2.2.B.1]..... $1,200.00
  ii. For each pari-mutuel betting windows or tote machine in excess of four [§58-2.2.B.2]..... $400.00
(c) Renewal Application Late Filing fee [§58-2.5.A]..... $100.00

1.3 Auctioneers, Pawnbrokers, and Other Secondhand Permits [Ch. 15] (Res. 3175)

(a) Application fee (nonrefundable) [§15-12]..... $50.00
(b) Auctioneer, Auction House, annual permit fee [§15-12]..... $100.00
(c) Pawnbroker, annual permit fee [§15-12]..... $300.00
(d) Secondhand/Antique, annual permit fee [§15-12]..... $100.00
(e) Junk Dealer, annual permit fee [§15-12]..... $200.00
(f) Automatic Electronic Device Kiosks, annual permit fee [§15-12]..... $500.00
(g) Change of Location fee [§15-12.E] (Res. 4703)..... $50.00
(h) Fingerprinting fee [§15-12.E] (Res. 3482)..... Amount Charged by DPS
(i) Late Renewal fee [§15-12.E]..... 10% of Annual Permit Fee

1.4 Bingo [Arizona Department of Revenue] (Res. 4703)

(a) Class A - Licensing, one-time fee..... $5.00
(b) Class B and C - Licensing, one-time fee..... $25.00

1.5 Escort and/or Introductory Service Permit [Ch. 19] (Res. 3175, Res. 4035)

(a) Application fee (nonrefundable) [§19-3.4]..... $100.00
(b) Annual Permit fee [§19-3.4]..... $500.00
(c) Renewal Application fee [§19-3.4] (Res. 3482)..... $50.00
(d) Change of Location fee [§19-4.1]..... $50.00
(e) Fingerprinting fee [§19-3.4.O] (Res. 4703)..... Amount Charged by DPS

1.6 Extension of Premises [Ch. 60.6] (Res. 4703)

(a) Permanent Extension of Premises
  i. Application fee (nonrefundable)..... $100.00
(b) Temporary Extension of Premises
  i. Application fee (nonrefundable), per day..... $25.00
  ii. Additional application fee, if submitted less than 21 days prior to city council meeting..... $25.00

1.7 Lien Fee [Ch. 62-590] (Res. 4703)..... $50.00

1.8 Liquor License (Application fee / Issuance fee / Annual fee) [Ch. 60.4] (Res. 4703)

(a) Series 1, In-State Producer ..... $200.00 / $200.00 / $1,000.00
(b) Series 2, Out-of-State Producer ..... $200.00 / $0.00 / $0.00
(c) Series 3, Microbrewery ..... $200.00 / $200.00 / $1,000.00
(d) Series 4, Wholesale..... $200.00 / $0.00 / $0.00
(e) Series 5, Government..... $200.00 / $0.00 / $0.00
(f) Series 6, Bar (all spirituous liquor) ..... $200.00 / $200.00 / $1,000.00
(g) Series 7, Beer and Wine Bar ..... $200.00 / $200.00 / $550.00
(h) Series 8, Conveyance..... $200.00 / $200.00 / $400.00
(i) Series 9, Liquor Store (all spirituous liquor)..... $200.00 / $200.00 / $500.00
(j) Series 10, Beer and Wine Store..... $200.00 / $200.00 / $350.00
(k) Series 11, Hotel-Motel (with restaurant) ..... $200.00 / $200.00 / $1,000.00

(l) Series 12, Restaurant ..... $200.00 / $200.00 / $1,000.00
(m) Series 13, Domestic Farm Winery..... $200.00 / $200.00 / $1,000.00
(n) Series 14, Club (private) ..... $200.00 / $200.00 / $300.00
(o) Series 18D, Liquor Distilleries ..... $200.00 / $200.00 / $1,000.00
(p) Series 19D, Liquor Tasting Rooms (Spirits) ..... $200.00 / $200.00 / $300.00
(q) Series 19W, Liquor Tasting Rooms (Wine)..... $200.00 / $200.00/ $300.00
(r) Series 20, Farm Winery Producer ..... $200.00 / $200.00 / $300.00
(s) Series 21, Wine Producer Custom Crush..... $200.00 / $200.00 / $300.00

1.9 Liquor License, duplicate of City license (Res. 4703)..... $10.00

1.10 Massage Establishments [Ch. 17] (Res. 4035)

(a) Permit Application fee (nonrefundable) [§17-3.2]..... $50.00
(b) Annual Permit fee [§17-3.2]..... $100.00
(c) Change of Location fee [§17-9.A] (Res. 4703)..... $50.00
(d) Fingerprinting fee [§17-3.3] (Res. 4703)..... Amount Charged by DPS
(e) Late fee [§17-10.C]..... 10% of Annual Permit Fee

1.11 Peddlers, Canvassers, Transient Merchants and Solicitors [Ch. 20]

(a) Permit Application Investigation fee (nonrefundable) [§20-5]..... $50.00
(b) Individual or Employee, annual permit fee [§20-10]..... $50.00
(c) Business (Corporation or Firm), annual permit fee [§20-10.2]..... $100.00
(d) Surety Bond or Cash Deposit [§20-14] (Res. 4703)..... $1,000.00
(e) Fingerprinting fee [§20-5] (Res. 4703)..... $10.00
(f) Late fee [§20-10.3]..... 10% of Annual Permit Fee
(g) Non-Profit Solicitor [§20-8] (Res. 4703)..... $0.00

1.12 Sexually Oriented Business [Ch.18] (Res. 4035)

(a) Permit Application fee (nonrefundable) [§18-5.1]..... $100.00
(b) Establishment, annual permit fee [§18-5.1 & §18-6.1]..... $500.00
(c) Business Manager, annual permit fee [§18-5.1 & §18-7.2]..... $100.00
(d) Adult Service Provider, annual permit fee [§18-5.1 & §18-8.2]..... $100.00
(e) Duplicate Permit Copy fee [§18-20]..... $10.00
(f) Fingerprinting fee [§18-4.1A]..... Amount Charged by DPS
(g) Late Fee [§18-19.1]..... 10% of Annual Permit Fee

1.13 Special Event Liquor and Wine Festivals (Series 15, TSPE, Series 16D or Series 16W) [Ch. 60.5] (Res. 4703)

(a) License fee, per day..... $25.00
(b) Additional application fee, if submitted less than 21 days prior to city council meeting..... $25.00

1.14 Transaction Privilege Tax License [Ch. 62] (Res. 5098)

(a) Annual License fee [§62-320]..... $2.00
(b) Residential Rental (per unit/max = $50.00) [§62-320]..... $2.00
(c) Late fee [§62-320]..... 50% of Annual License Fee

1.15 Short Term Rental [Ch. 22] (Res. 4703)

(a) License Fee $250.00
(b) License Fee Renewal..... $250.00

1.16 Transaction Privilege Tax (City Tax Rates) [Ch. 62] (Res. 4703)

(a) Advertising [§62-405]..... 1.50%
(b) Amusements, Exhibitions, and Similar Activities [§62-410]..... 1.50%
(c) Construction Contracting: Prime Contractors [§62-415]..... 1.50%
(d) Construction Contracting: Speculative Builders [§62-416]..... 1.50%
(e) Construction Contracting: Owner-Builders [§62-417]..... 1.50%
(f) Hotels (>29 days) [§62-444]..... 1.50%
(g) Jet Fuel Sales / Jet Fuel Use: Per Gallon [§62-422]..... $0.023
(h) Job Printing [§62-425]..... 1.50%
(i) Manufactured Buildings [§62-427]..... 1.50%
(j) Mining [§62-432]..... 0.10%
(k) Publishing and Periodicals Distribution [§62-435]..... 1.50%
(l) Real Property Rental (Residential) [§62-445]..... 1.50%
(m) Real Property Rental (Commercial) [§62-445]..... 1.50%
(n) Restaurants & Bars [§62-455]..... 1.80%
(o) Retail Sales [§62-460]..... 1.50%
(p) Retail Sales: Food for Home Consumption [§62-462]..... 1.50%
(q) Tangible Property Rental [§62-450]..... 1.50%
(r) Telecommunication Services [§62-470]..... 2.75%
(s) Timbering and other Extraction [§62-430]..... 1.50%
(t) Transient Lodging (<30 days) [§62-447]..... 4.40%
(u) Transporting for Hire [§62-475]..... 1.50%
(v) Use Tax [§62-610]..... 1.50%
(w) Utility Services [§62-480]..... 2.75%
(x) Wastewater Removal Services [§62-485]..... 0.00%

1.17 Business Registration (Res. 5098)

(a) Annual Registration Fee [§61-6.A]..... $45.00
(b) Non-Profit, Annual Registration Fee [§61-6.B]..... $0.00
(c) Specialty License Holder, Annual Registration Fee [§61-6.D]..... $0.00
(d) Late Penalty [§61-5.A]..... 50% of Annual License Fee
(e) Change of Location Fee, (if not completed online) [§61-7.C]..... $15.00

1.18 Shared Mobility (Pilot Program (Res. 5337)

(a) License Application One-time Fee (non-refundable)..... $3,000
(b) Monthly Use Fee (paid monthly)..... $0.10 per ride
(c) Late Monthly Use Fee..... $50.00
(d) Violation Fee
  i. 1st violation..... $50.00
  ii. 2nd violation..... $250.00
  iii. 3rd and subsequent violations..... $500.00

Sec. 2 Chandler Municipal Airport

(Chapter 8): (Amd entirety by Res. 4505)

2.1 Ground Leases:

(a) Aviation Use, (Non-prime).....Negotiable
(Negotiable based on minimum $0.25/Sq Ft/Yr, plus consideration of appraisal and comps)
(b) Aviation Use, (Prime).....Negotiable
(Negotiable based on minimum $0.30/Sq Ft/Yr, plus consideration of appraisal and comps)
(c) Non-Aviation Use, all areas (Res. 4703)..... One and one-half times the aviation use rate

2.2 Hangars:

(a) T-Hangar Units (Res. 4703)
i. Small unit, monthly fee..... $244.00
ii. Small unit with storage, monthly fee.....$288.00
iii. Large unit, monthly fee..... $430.00
iv. Large unit with storage, monthly fee.....$551.00
(b) Storage Units (Res. 4703)
i. Small unit, monthly fee..... $44.00
ii. Large unit, monthly fee..... $121.00
(c) Other Hangars
i. Daily fee..... $0.10/Sq. Ft
ii. Monthly fee.....$0.33/Sq. Ft
iii. Annual fee..... $4/Sq. Ft
(d) Cleaning fee
i. Retention of deposit.....$150.00
ii. Staff Charges ..... as assessed in Sec. 2.10

2.3 T-Shades, all units (qty 12), monthly fee..... $130.00

2.4 Tie Down Spaces (Res. 4703)

(a) Single Engine Piston Aircraft & Helicopter, less than 2,500 lbs MTOW, monthly fee.....$50.00
(b) Multi-Engine Piston Aircraft & Helicopter, 2,500 to 5,000 lbs MTOW, monthly fee.....$68.00
(c) Turbine Engine over 5,000 lbs. MTOW & Helicopter, over 2,500 lbs MTOW, monthly fee..... $138.00

2.5 Transient or Overnight Parking Fee

(a) Single Engine & Helicopter, less than 2,500 lbs..... $10.00
(b) Multi-Engine & Helicopter, 2,500 to 5,000 lbs MTOW..... $12.00
(c) Turbine Engine & Helicopter, over 5,000 lbs MTOW (Res. 4703)..... $26.00

2.6 Aeronautical Business Permit Fee [Ch.8-6.1]

All commercial operators on the Chandler Municipal Airport (CHD) shall pay one of the following fees according to their primary business activity in relation to the fee categories described below and/or as defined in the Chandler Municipal Airport Rules and Regulations.

(a) FBO Operator (Assessed to a ground lessee)
Annual fee per on-airport business entity.....$1,500.00
(b) SASO Operator (Assessed to a ground lessee)
Annual fee per on-airport business entity.....$860.00
(c) Hangar/Shade/Tie Down Leasing of units of size less than or equal to 2,100 SF each.
(Assessed to any entity leasing or subleasing aircraft storage units regardless of aircraft hangar ownership)
Annual fee per unit leased*..... $50.00

(d) Hangar/Shade/Tie Down Leasing of units of size in excess of 2,100 SF each.
(Assessed to any entity leasing or subleasing aircraft storage units regardless of aircraft hangar ownership)

Annual fee per unit leased*..... $125.00

(e) Aircraft Charter and Air Taxi *(Assessed to companies that have aircraft based at and operating from Chandler Municipal Airport. All pertinent SASO requirements will apply except on-airport facility requirements)*

Annual fee per business entity operating on the airport..... $450.00

(f) Mobile aircraft maintenance and repair *(Assessed to aircraft maintenance and repair operations that do not meet the applicable SASO conditions for on-airport facilities or are not conducting said operations as a bona-fide employee – not a temporary contractor - on the aircraft owned by a ground lessee or sublessee. All pertinent SASO requirements will apply except the on- airport facility requirements)*

Annual fee per business entity operating on the airport..... $1,000.00

(g) Temporary Aeronautical Business Permit – 7-day permit *(Assessed to commercial activity on the airport that is not a ground lessee or sublessee on the airport. All pertinent SASO requirements will apply except on-airport facility requirements)*

Charged per 7-day (7 continuous days) permit..... $80.00

(h) Temporary Aeronautical Business Permit – 1 day permit *(Assessed to commercial activity on the airport that is not a Ground Lessee or sublessee on the airport. All pertinent SASO requirements will apply except on-airport facility requirements)*

Charged per 1-day permit..... $25.00

(i) Commercial Sub-lease Tenant *(Includes sublessees that are SASOs and other commercial activities – does not apply to hangar sub-leasing. All pertinent SASO requirements will apply)**

Annual fee per sublessee business entity operating on the airport..... $450.00

(j) Commercial Users Permit* *(Assessed to commercial activity on the airport that is not a ground lessee or sublessee on the airport. All pertinent SASO requirements will apply except on-airport facility requirements)*

Annual fee per business entity operating on the airport..... $350.00

(k) Banner Tow Operations *(Applies to commercial Banner Tow Operators. Requires additional appropriate permit [i.e. Temporary Business Permit, SASO Operator or Commercial Users Permit])* Charged per each time a banner is picked up on the airport..... $20.00

* - Non aviation uses in these categories shall pay three times the aviation use rate.

2.7 Aeronautical Business Permit monthly fee [Ch.8-6.5]

(a) For fuel supply businesses:
Fuel flowage fee, per gallon:
i. All gallons per month..... $0.10

(b) For self-fueling operations
Fuel flowage fee, per gallon:
i. All gallons per month..... $0.15

(c) For other businesses..... Not Applicable

2.8 Through-the-Fence Access Fees

(a) Annual Access Privilege/Operations & Maintenance Fee (Amd by Res. 4505)
Payments for this charge are made on a quarterly basis and are due by the tenth of January, April, July, and October of each calendar year. Payments, administration and contact with Airport Management on Through-the-Fence issues shall be as follows:

- If the through-the-fence area is a property with a single through-the-fence user, a single point-of-contact for that single property owner is responsible for payment, administration and contact with Airport Management.
- If the through-the-fence area is a property with multiple through-the-fence users on that site, then an association formed by those owners is the responsible party for payment and contact with Airport Management.

If payments are more than 30 days past due, all gate access for that property will be denied until payment is received by the City of Chandler.

i. Owner-Occupied Hangar..... $0.630/SF of Hangar
   a. This component is based on the operations and maintenance costs of airport common use area for based aircraft.
   b. The actual annual charge will be based upon the actual square footage of any hangars in the through-the-fence area with taxilane access and which are designed for, or capable of aircraft storage. “Actual hangar area” is established by the plans approved by the City. It is the hangar owner’s responsibility to provide Airport Management with a copy of the approved plans or plan sheet showing the approved square footage of the hangar.
   c. An owner-occupied hangar is one that is owned or controlled by the property owner. Conditions for meeting this criteria include:
      (i) The hangar is owned by and its use is controlled exclusively by the applicant. This ownership can be through either:
         - Fee simple ownership; or
         - A long-term lease for the hangar property with a lease term of 10+ years. In this arrangement, the actual annual charge will be equal to the Owner occupied hangar fee described in paragraph 2.8(a).i.a. and b. of this section. However, the annual charge will change to the Non-owner occupied hangar fee described in paragraphs 2.8(a).ii.a. and b. of this section, if any one of the following conditions occur: (a) the long-term hangar lease is terminated prior to the expiration of a 24-month period; or (b) if a new lease entity assumes the long-term lease and the new entity can’t provide a viable connection to the prior long-term lessee (i.e., business acquisition, merger, etc.). The Non-owner-occupied fee will be in effect for that hangar for any further leasing activity while the then current property owner retains ownership of the hangar. If the long-term hangar lease is terminated before 24 months and the hangar owner provides evidence that only their owned and controlled aircraft will be stored in the hangar, the rate will remain at the Owner occupied hangar fee described in paragraphs 2.8(a).i.a. and b. of this section and will remain at this rate until another change in occupancy status occurs.
      (ii) The aircraft is owned or otherwise controlled by the property owner for which evidence can be provided including:
         - Evidence of clear ownership of the aircraft showing the property owner as aircraft owner. This can be through FAA aircraft registration or other official documentation regarding the ownership or registration of an aircraft.
         - Proof of at least 25% ownership and equal control of the aircraft which shall be affirmed through signature of all owners on the required aircraft control entity form, which shall be provided by

Airport Management. In the event of arrangements for an aircraft in which there are multiple owners or partners, a copy of the agreement must be presented to Airport Management. These arrangements for aircraft management, aircraft leasing, interchange agreements, joint ownership agreements or time-sharing agreements must substantially reflect the general guidelines and tenets for the appropriate arrangement as detailed in the National Business Aircraft Association's (NBAA) document titled 2001 NBAA Aircraft Operating & Leasing Package. The agreements, regardless of aircraft size, must also include the general verbiage requirements detailed in Section (a)(1) and (a)(2) of the Federal Aviation Regulations (FAR) Part 91.23 – Truth in Leasing.

d. Property owners shall notify Airport Management in writing prior to a hangar being used to store an aircraft. The "Annual Access Privilege/Operations & Maintenance Fee - Owner Occupied Hangar" fee will be applied for the period beginning with the first day of the month following receipt of the written notice. This fee shall apply for any part of a month in which an aircraft is stored in the hangar and shall continue until the property owner provides evidence that the aircraft or hangar is no longer owned by the property owner.

ii. Non-Owner Occupied Hangar.....$0.950/SF of Hangar

a. This component is for any off airport hangar property that is occupied by an aircraft not owned or controlled by the property owner. This condition applies to any situation where an aircraft is in a hangar through a lease or other type of agreement. It also applies to situations in which an aircraft is stored in the hangar that is owned by the property owner AND an aircraft is stored the hangar that is not owned by the property owner. The annual charge is based upon the Owner Occupied Hangar rate described in paragraphs 2.8(a).i.a. and b. plus 50% of that rate.

b. The actual annual charge will be based upon the actual square footage of any hangars in the through-the-fence area with taxilane access and which are designed for, or capable of aircraft storage. "Actual hangar area" is established by the plans approved by the City. It is the hangar owner's responsibility to provide Airport Management with a copy of the approved plans or plan sheet showing the approved square footage of the hangar.

c. Upon written notification by property owner and aircraft owner to Airport Management, advising a hangar will be occupied by an aircraft controlled by any entity other than the property owner, the "Annual Access Privilege/Operations & Maintenance Fee - Non-owner Occupied" annual charge will become effective in the following manner:

(i) If the hangar was previously registered as being occupied with an aircraft controlled by the property owner, the Non-owner rate and registration begins with the first day of the following calendar month; or

(ii) If the hangar was previously registered as having no aircraft being stored (reference paragraph 2.8(a).i.c.), the non-owner rate and registration begins with the first day of the following calendar month; or

(iii) If the hangar was previously registered as having a non-owner aircraft, the Non-owner rate will remain in effect and uninterrupted.

The non-owner rate applicable to any of these conditions will continue for 6-months and will expire on the last day of the 6th month of that term regardless of any changes in the aircraft owner status during that 6-month period. The hangar status shall be automatically registered for another 6-month period as a "Non-owner occupied" hangar –unless- the

property owner provides written evidence changing the status of the hangar at least 14 calendar days prior to the current expiration date. Notice changing the status of the hangar is the full responsibility of the property owner.

(b) Annual User Fee

i. Turbine Engine Aircraft & Helicopters having a gross take-off weight greater than 7,000 pounds - per aircraft based in Airpark..... $800.00

ii. Multi-Engine Aircraft & Helicopters having a gross take-off weight greater than 2,500 pounds but less or equal to 7,000 pounds – per aircraft based in Airpark.....$390.00

iii. Single-Engine Aircraft & Helicopters having a gross take-off weight that is less or equal to 2,500 pounds - per aircraft based in Airpark..... $290.00

(c) Annual Taxiway User Fee - per square foot fee for the total area reserved for Airport access use by licensee's members..... $0.245

(d) Fuel Flowage Fee - All Aircraft (total gallons fee based on gallons/month)
All gallons per month.....$0.15 Per Gallon

(e) Fees Adjustments
The Annual Access Privilege/Operations & Maintenance Fee shall be adjusted annually, without further City Council action, on January 1st of each year subsequent to adoption of this Resolution No. 4505 by an amount equal to the percentage increase, if any, in the Consumer Price Index (CPI-U, Western Region - All items) over the previous 12-month period ending the calendar month prior to the adjustment date; except that, at the fourth adjustment date, and every fourth adjustment date thereafter, the rate shall only be adjusted (increased or decreased) upon action of City Council taken upon completion of a review of the appropriateness of the rate structure. In no event shall the rate be increased more than ten (10%) per cent over any twelve (12) month period between anniversary dates, unless otherwise approved by City Council. Should the annual change in the CPI-U indicate a decline, the fee shall not diminish.

2.9 City Owned, Aviation Fuel Service, Retail Prices

The retail price of aviation fuel shall be per methodology contained below:

(a) The retail price of aviation fuel shall be determined by a "cost-plus" formula based upon the wholesale price of the fuel inventory plus an amount not less than eighty ($0.80) cents per gallon, inclusive of applicable federal, state, and local fees and taxes.

2.10 Airport Hourly Fee

For exclusive use of staff time on activity not associated with normal airport operations and maintenance of the facility.

(a) Regular Staff Charges during posted business hours
Actual time rounded up to nearest .25 hour..... $45.00/hr

(b) Overtime/Call Out Staff Charges outside of posted business hours (2-hour minimum charge) Actual time rounded up to nearest .25 hour..... $68.00/hr

2.11 Security Fee

Payments of these fees will be on an individual basis and as conditions warrant.

(a) Security Card and System Fee – for each lessee/sublessee transfer.....$100.00

(b) Hangar Key/Access Card/Device Replacement Fee (per each replacement or actual cost of replacement, whichever is higher)..... $35.00

(c) Access System Violation (Pertains to misuse of access cards/devices and access of gates in violation of access agreement(s) and airport policies during a contiguous 24-month period. Upon notice of any violation, should no previous violations have occurred for the individual card

holder of record within the previous rolling 24-month period, the violation is considered a 1st violation)

1st Violation	$0.00 Written warning to be issued
2nd Violation	$100.00 Written notification to be issued
3rd Violation	$200.00 90-day loss of access privileges (Res. 4703)
4th Violation	$200.00 12-month loss of access privileges

2.12 Terminal Administration Conference Room (Assessed to non-aviation related uses) (Res. 4703)

(a) Resident Hourly Use Fee.....$25.00
(b) Non-Resident Hourly Use Fee.....$34.00

2.13 Office Leases (one-year term)

(a) Aviation Use (Non-prime) Negotiable (Negotiable base of $9.50/Sq. Ft/Yr. minimum, plus consideration of appraisal and comps)
(b) Aviation Use (Prime) Negotiable (Negotiable base of $22/Sq. Ft/Yr. minimum, plus consideration of appraisal and comps

Sec. 3 Community Services

Parks, Recreation, and Museum
(Res. 4703)

3.1 Recreation Program and Service Fees: [Ch.§31-21.A]

The following includes all fees charged for the use of department facilities or the issuance of permits or licenses. In conjunction with the fees set forth, any applicable rental or retail sales tax will also be assessed as appropriate for items such as, pool rentals, room rentals, ball fields, pavilions, merchandise, lifeguard rentals, permits, etc.

3.1.1 Aquatics

Pool Admission Fees	Resident	Per	Non-Resident	Per
(a) Pool Admission Fee - Youth	$1.00	pp	$1.00	pp
(b) Pool Admission Fee - Adult	$2.25	pp	$2.25	pp
(c) Pool Admission Fee – Senior (55+)	$1.25	pp	$1.25	pp
(d) Lap Swim - Year-Round	$2.00	pp	$2.00	pp
(e) Pool Pass - Youth (15 punches)	25% discount off current admission rounded to nearest ¼ dollar- for residents only			
(f) Pool Pass – Adult (15 punches)	25% discount off current admission rounded to nearest ¼ dollar- for residents only			
(g) Pool Pass – Senior (15 punches)	25% discount off current admission rounded to nearest ¼ dollar- for residents only			
(h) Pool Pass - Youth (30 punches)	50% discount off current admission rounded to nearest ¼ dollar- for residents only			
(i) Pool Pass – Adult (30 punches)	50% discount off current admission rounded to nearest ¼ dollar- for residents only			
(j) Pool Pass – Senior (30 punches)	50% discount off current admission rounded to nearest ¼ dollar- for residents only			
(k) Annual Pool Pass - Family of 4	$112.00	ea	N/A	N/A
(l) Annual Pool Pass - Additional Family Member	$15.00	pp	N/A	N/A
(m) Annual Lap Swim - Adult Pass	$200.00	ea	N/A	N/A
(n) Family Swim	$1.00	family	$1.00	family

Pool Rentals	Resident	Per	Non-Resident	Per
(o) Private Pool Rental (plus Guard fee)	$45.00	hr	$61.00	hr
(p) Swim Team Use	$5.00	lane	N/A	N/A
(q) Lifeguard (all programs)	$20.00	hr	$20.00	hr

Miscellaneous Fees	Resident	Per	Non-Resident	Per
(r) Special Events (Dive-In Movie, etc.)	$0.25 to $2.75	event	$0.25 to $2.75	event

3.1.2 Parks

Pavilion Rental Corporate Size	Resident	Per	Non-Resident	Per	Commercial	Per
(a) Corporate Pavilion – 4 hour minimum	$70.00	hr	$90.00	hr	$105.00	hr
(b) Large Pavilion	$29.00	hr	$40.00	hr	$44.00	hr
(c) Medium Pavilion	$20.00	hr	$27.00	hr	$30.00	hr
(d) Small Pavilion	$10.00	hr	$14.00	hr	$15.00	hr

Other Rentals	Resident	Per	Non-Resident	Per	Commercial	Per
(f) Open Grass Space Rental – Community and Regional Parks	N/A	N/A	N/A	N/A	$30.00	hr
(g) Amphitheater – Community and Regional *	$180.00	hr	$243.00	hr	$270.00	hr
* Chandler Non-Profit Groups	Rate - 50%	hr	N/A	N/A	N/A	N/A

Sport Facility Fees	Resident	Per	Non-Resident	Per	Commercial	Per
(h) Ball Field Reservation - No Lights	$14.00	hr	$19.00	hr	$21.00	N/A
(i) Ball Field Reservation - Tournaments/Leagues	$14.00	hr	$19.00	hr	$21.00	hr
(j) Ball Field Lights	$15.00	hr	$21.00	hr	$23.00	hr
(k) ½ Multi Use Field Reservation – No Lights	$7.00	hr	$10.00	hr	$11.00	hr
(l) ½ Ball Field Lights	$7.50	hr	$11.00	hr	N/A	N/A
(m) Field Preparation	$40.00	prep	$54.00	prep	$60.00	prep
(n) Mini Field Preparations	$21.00	prep	$29.00	prep	$32.00	prep
(o) Field Preparation After-Hour	$60.00	prep	$81.00	prep	$90.00	prep
(p) Site Supervisor	$25.00	hr	$34.00	hr	$38.00	hr
(q) Basketball Court	$7.00	hr	$10.00	hr	$11.00	hr
(r) Volleyball Court	$7.00	hr	$10.00	hr	$11.00	hr
(s) Athletic Field Reservation Down Payment	$150.00	event	$150.00	event	$150.00	event
(t) Gate Fee - 8 teams or less	$100.00	event	$100.00	event	$100.00	event
(u) Gate Fee - 9 to 16 teams	$150.00	event	$150.00	event	$150.00	event
(v) Gate Fee - 17 teams or more	$200.00	event	$200.00	event	$200.00	event
(w) Concession - 8 teams or less	$100.00	event	$100.00	event	$100.00	event
(x) Concession - 9 to 16 teams	$150.00	event	$150.00	event	$150.00	event
(y) Concession - 17 teams or more	$200.00	event	$200.00	event	$200.00	event
(z) Park Maintenance Staff (After Hours Fee)	$60.00	hr	$81.00	hr	$90.00	hr

Park Vendor License	Resident	Per	Non-Resident	Per
(aa) Application Fee	$25.00	ea	$34.00	ea
(bb) Up to 3 days per week (9-mo. Term)	$250.00	ea	$338.00	ea
(cc) Up to 5 days per week (12-mo. Term)	$500.00	ea	$675.00	ea

Park Use Permits	Resident	Per	Non-Resident	Per
(dd) Malt Beverage Permit	$14.00	ea	$19.00	ea
(ee) Boating Permit	$6.00	yr	$9.00	yr

3.1.3 Recreation Facilities

Rentals	Resident	Per	Non-Resident	Per	Commercial	Per
(a) Multipurpose Room - Small*	$65.00	hr	$88.00	hr	$98.00	hr
(b) Multipurpose Room - Medium*	$91.00	hr	$123.00	hr	$137.00	hr
(c) Multipurpose Room - Large*	$144.00	hr	$195.00	hr	$216.00	hr
(d) Kitchen*	$25.00	hr	$34.00	hr	$38.00	hr
(e) Courtyard - Medium*	$40.00	hr	$54.00	hr	$60.00	hr
(f) Courtyard - Large*	$125.00	hr	$169.00	hr	$188.00	hr
(g) Classroom/Meeting Room - Small*	$25.00	hr	$34.00	hr	$38.00	hr
(h) Classroom/Meeting Room - Medium*	$40.00	hr	$54.00	hr	$60.00	hr
(i) Classroom/Meeting Room - Large*	$60.00	hr	$81.00	hr	$90.00	hr
(j) Classroom/Meeting Room - X-Large*	$70.00	hr	$95.00	hr	$105.00	hr
(k) Gym (After Hours)*	$200.00	hr	$270.00	hr	$300.00	hr
(l) Gym – Half (After Hours)*	$100.00	hr	$135.00	hr	$150.00	hr
(m) Full Facility After Hours	$500.00	hr	$675.00	hr	$750.00	hr
(n) Education Exploration – Class Size 1-30 Students	$65.00	hr	$88.00	hr	N/A	N/A

Rentals	Resident	Per	Non-Resident	Per	Commercial	Per
(o) Education Exploration – Class Size 31-60 Students	$169.00	1.5 hr	$229.00	1.5 hr	N/A	N/A
(p) Education Exploration – Class Size 61-90 Students	$283.00	1.5 hr	$383.00	1.5 hr	N/A	N/A
(q) Set-up Fee for room reservations	$50.00	hr	$68.00	hr	$75.00	hr
* Chandler Non-Profit Groups	Rate - 50%	hr	N/A	N/A	N/A	N/A

Miscellaneous Fees	Resident	Per	Non-Resident	Per
(r) Alcohol Permit	$14.00	ea	$19.00	ea
(s) Balloon Removal Fee	$50.00	event	$50.00	event
(t) Basic Birthday Party Packages (1 to 10 children)	$80.00	event	$108.00	event
(u) Birthday Party Packages, Nature Options (1 to 10 children)	$100.00	event	$130.00	event
(v) Birthday Party Packages, Sportacular Fun Options (1 to 10 children)	$130.00	event	$176.00	event
(w) Birthday Party Packages, Creative Delight, Outdoor Bounce, Main Event & Theme Options (1 to 10 children)	$155.00	event	$210.00	event
(x) Additional Child	$10.00	ea	$14.00	ea
(y) Birthday Party Add-ons (i.e., cake, pizza, drinks, etc.)	Cost of Goods + 50% markup = Retail Price			
(z) Merchandise	Cost of Goods + 50% markup = Retail Price			
(aa) Cake Decoration Kit	$6.00	ea	$6.00	ea
(bb) Body Composition Analyzer – 1X Assessment	$15.00	ea	$21.00	ea
(cc) Body Composition Analyzer – 4X Assessment	$45.00	ea	$61.00	ea

3.1.4 Recreation Fitness Passes

Daily Admission	Resident	Per	Non-Resident	Per
(a) Teen & Active Adult	$3.00	pp	$5.00	pp
(b) Adult	$4.00	pp	$6.00	pp
(c) Youth	$2.00	pp	$3.00	pp

Monthly Admission	Resident	Per	Non-Resident	Per
(d) Teen, Adult & Active Adult	$30.00	pp	$41.00	pp
(e) Youth	$25.00	pp	$34.00	pp
(f) 2 person	$45.00	ea	$61.00	ea
(g) Family (2 Adults & 4 Dependents)	$60.00	ea	$81.00	ea
(h) Additional Family Dependent	$5.00	pp	$7.00	pp
(i) 6 Month Admission- Teen	$113.00	pp	$152.00	pp
(j) 6 Month Admission- Adult	$150.00	pp	$203.00	pp
(k) 6 Month Admission- Active Adult	$113.00	pp	$152.00	pp
(l) 6 Month Admission- Youth	$100.00	pp	$135.00	pp
(m) 6 Month Admission- 2 Person	$250.00	pp	$337.50	pp
(n) 6 Month Admission- Family (2 Adults & 4 Dependents)	$300.00	pp	$405.00	pp
(o) 6 Month Admission- Additional Family Dependent	$25.00	pp	$34.00	pp

Annual Passes	Resident	Per	Non-Resident	Per

(p) Teen & Active Adult	$225.00	pp	$304.00	pp
(q) Adult	$300.00	pp	$405.00	pp
(r) Youth	$200.00	pp	$270.00	pp
(s) 2 person	$500.00	ea	$675.00	ea
(t) Family (2 Adults & 4 Dependents)	$600.00	ea	$810.00	ea
(u) Additional Family Dependent	$50.00	pp	$68.00	pp

Punch Passes (10 visits)	Resident	Per	Non-Resident	Per
(v) Teen & Active Adult	$27.00	ea	$37.00	ea
(w) Adult	$36.00	ea	$49.00	ea
(x) Youth	$18.00	ea	$25.00	ea

Childwatch	Resident	Per	Non-Resident	Per
(y) Daily	$2.50	ea	$4.00	ea
(z) Month	$20.00	ea	$27.00	ea
(aa) Additional Child - Monthly	$10.00	ea	$14.00	ea
(bb) Punch Pass - 20 visits	$40.00	ea	$54.00	ea

Corporate Rates	Resident	Per	Non-Resident	Per
(cc) Membership Fee, per person	$225.00	ea	$304.00	ea
(dd) Corporate Sponsorship	$750.00	yr	$1,013.00	yr

3.1.5 Special Events

Special Event Fees	Resident	Per	Non-Resident	Per	Commercial	Per
(a) Special Recreation Sites (i.e., Dr. AJ Chandler Park/East & West) [1,2]	$180.00	hr	$243.00	hr	$270.00	hr
(b) Downtown East Event Area (i.e., A.J. Chandler Park – Stage Commonwealth Ave, Arizona Place, and Dr. AJ Chandler Park East)[1,3]	$460.00	hr	$621.00	hr	$690.00	hr
(c) Dr. A.J. Chandler Park – Stage Plaza[1,2]	$280.00	hr	$378.00	hr	$420.00	hr
(d) Main Park Rental*	$1,500.00	day	$2,025.00	day	$2,250.00	day
(e) Festival Area*	$700.00	day	$945.00	day	$1,050.00	day
(f) Red Shed Theater*	$300.00	day	$405.00	day	$450.00	day
(g) Road Closure*	$500.00	day	$675.00	day	$750.00	day
(h) Tumbleweed Park Parking Field A, B or C* (see map)	$2,500.00	ea	$3,375.00	ea	$3,750.00	ea
(i) Paseo Vista Dog Park Rental	$20.00	hr	$27.00	hr	$30.00	hr
(j) Trash Can Rental	$20.00	ea	$27.00	ea	N/A	N/A
Special Event Fees	**Resident**	**Per**	**Non-Resident**	**Per**	**Commercial**	**Per**

(k) Restroom Staff	$27.00	hr	$37.00	hr	$41.00	hr
(l) Restroom Supply Reimbursement	$50.00	ea	$68.00	ea	N/A	N/A
(m) Special Event Permit Application Fee – 60 or more days in advance	$50.00	ea	$68.00	ea	N/A	N/A
(n) Special Event Permit Application Fee – less than 60 days in advance	$100.00	ea	$135.00	ea	N/A	N/A
(o) Showmobile/Portable Stage Fee	$325.00	event day	$439.00	event day	$488.00	event day
(p) Portable Bleachers*	$500.00	event day	$675.00	event day	N/A	N/A
(q) Loss of Public Use – Parking Spaces	$1.00	space	$2.00	space	$3.00	space
(r) Bike and Skate Park (Exclusive Use Rental)*	$70.00	hr	$95.00	hr	$105.00	hr
(s) Downtown Events Electrician Fee – Pre-Schedule Event Day - Onsite	$51.00	hr	69.00	hr	$77.00	hr
(t) Facilities Maintenance Fee – On-call Standby	$45.00	hr	$61.00	hr	$68.00	hr

Special Event Fees	Resident	Per	Non-Resident	Per	Commercial	Per
(u) Run/Walk (i.e. 5K/10K) Park Race Route Fee	$100.00	route	$100.00	route	$150.00	route
(v) Parade of Lights Entry Fee	$25.00	entry	$25.00	entry	$25.00	entry
*Chandler Non-Profit Groups	Rate - 50%	hr/event day	N/A	N/A	N/A	N/A
[1] 20% off Event Hour's Rate for Business in Good Standing and Pay into the EMSD						
[2] Set Up/Tear Down Hours	$30.00	hr	$41.00	hr	$45.00	hr
[3] Set Up/Tear Down Hours	$50.00	hr	$68.00	hr	$75.00	hr

Event Vendor Booth Fees (Per Event)	Information	Retail Sales	Food & Beverage	Additional Space	Power
	$50.00	$75.00	$150.00	$50.00/100 sq ft	$30.00

Special Event Deposits	Resident	Per	Non-Resident	Per	Commercial	Per
(w) Cleaning Deposit: 500 participants or less	$250.00	ea	$338.00	ea	$375.00	ea
(x) Cleaning Deposit: 501 participants or more	$500.00	ea	$675.00	ea	$750.00	ea
(y) Showmobile/Portable Stage Deposit	$150.00	ea	$203.00	ea	$225.00	ea
(z) Canopy/Tent Deposit	$250.00	ea	$338.00	ea	$375.00	ea

3.1.6 Tennis Center

Court Rentals	Resident	Per	Non-Resident	Per
(a) Tennis Court – A.M., 1.5 hours	$3.00	pp	$4.50	pp
(b) Tennis Court – P.M., 1.5 hours (includes lights)	$4.00	pp	$5.50	pp
(c) Tennis Court - General Use A.M., 1.5 hours – Chandler Non-Profit/Schools	$4.50	court	$7.00	court
(d) Tennis Court - General Use P.M., 1.5 hours – Chandler Non-Profit/Schools (includes lights)	$7.50	court	$11.00	court
(e) Tennis Court - General Use A.M., 1.5 hours – Private/Commercial	$6.00	court	$9.00	court
(f) Tennis Court - General Use P.M., 1.5 hours – Private/Commercial (includes lights)	$9.00	court	$13.00	court
(g) Tennis Court - Tournaments A.M. Chandler Non-Profit/Schools	$4.50	match	$7.00	match
(h) Tennis Court - Tournaments P.M. Chandler Non-Profit/Schools (includes lights)	$7.50	match	$11.00	match
Court Rentals	Resident	Per	Non-Resident	Per
(i) Tennis Court - Tournaments A.M. Private/Commercial	$6.00	match	$9.00	match
(j) Tennis Court-Tournaments P.M. Private/Commercial (includes lights)	$9.00	match	$13.00	match
(k) Doubles - Prepay A.M. - 2 hrs	$13.50	court	$19.00	court
(l) Doubles - Prepay P.M. - 2 hrs (includes light fee)	$16.50	court	$23.00	court
(m) Singles - Prepay A.M. - 2 hrs	$6.50	court	$9.00	court
(n) Singles - Prepay P.M. - 2 hrs (includes light fee)	$9.00	court	$13.00	court

Other Rentals	Resident	Per	Non-Resident	Per
(o) Tennis Ball Machine – A.M., 30 minutes (includes court)	$6.50	ea	$9.00	ea
(p) Ball Cart Rental	$5.00	ea	$7.00	ea
(q) Tennis Ball Machine – P.M., 30 minutes (includes court and lights)	$9.00	ea	$12.00	ea

(r)	After Hour Staff Fee	$25.00	hr	$34.00	hr
(s)	Extended League Play Fee, 30 minutes	$2.00	ea	$3.00	ea
(t)	Pro Ball Cart Rental	$2.00	ea	N/A	N/A
(u)	Pro Court Rental – P.M., 30 minutes (includes lights)	$6.00	ea	N/A	N/A
(v)	Pro Court Rental – P.M., 60 minutes (includes lights)	$10.00	ea	N/A	N/A
(w)	Pro Court Rental – A.M., 60 minutes	$7.00	ea	N/A	N/A
(x)	Pro Court Rental – A.M., 30 minutes	$4.00	ea	N/A	N/A

3.2 Recreation Division Registration Based Class, Program and Activity Fees: [Ch.§31-21.B]
The formulas presented below may include a factor rate, program supplies and costs, or staff costs. The factor rate is a multiplier that allows the standardization of the program fee over different instructors paid at different rates so that the program as a whole over the entire system meets its cost recovery target. The program supplies and costs include all elements of the program including such things as materials, field trips and transportation, food, contractual scorekeepers/officials. The staff costs include any part-time/temporary staff hired to coordinate, oversee, or maintain any element of the program.

3.2.1 Community Recreation Program (CRP) Classes: Devau – The formula for establishing the fee to participants for special interest classes, such as, arts/crafts, pom and cheer, dance, Spanish, photography, martial arts, ceramics, musical instrument skills, etc., is:

(Class Length + Prep Time) x # of days x 2.75 Factor Rate (includes wages) + $3 Admin = participant cost

3.2.2 CRP Classes: Contractual – The formula for establishing the fee to participants for special interest classes, such as, financial planning, computer skills, women's self-defense, public speaking, advanced robotics, etc., is:

Instructor Fee + 28% of Instructor Fee = participant cost

3.2.3 Specialized Fitness Classes – The formula for establishing the fee to participants for classes, such as, zumba, racketball, yoga, spin, pilates, tai chi, etc., is:

(Class Length + Prep Time) x # of days x 4.5 Factor Rate (includes wages) + $3 Admin = participant cost

3.2.4 Fitness Training – The formula for establishing the fee to participants for individual training is:

Instructor Fee = participant cost (City receives 50% of fee from instructor)

3.2.5 Personal Training – Individual
Participant Cost = 1.75 factor rate x instructor fee
(Individual Personal Training Session Fee)

Personal Training – Group (maximum of 2)
Participant Cost = 2.5 factor rate x instructor fee divided by 2 (Group Training Session paid per person)

Personal Training – 10 Session Package
Participant Cost = Individual Personal Training Session Fee x 9 sessions (Pay for 9 and receive 1 session free)

3.2.6 Camp Challenge and Therapeutic Recreation Social Events (participants with disabilities) – The formula for establishing the fee is:

$$\frac{\text{Program Supplies and Costs + Staff Costs}}{\text{Minimum \# of Participants}} \times 15\% \text{ cost recovery} = \text{participant cost}$$

3.2.7 Camps, Clinics, Adult Sports, and Aquatics – The formula for establishing the fee to participants for classes, such as, building blocks, field trips, excursions, intersession and summer camps, sport clinics, adult leagues (i.e., softball, volleyball, etc.), aqua fit, aquatics certification classes plus appropriate Red Cross fee (if applicable), recreation swim teams, semi-private swim lessons, etc., is:

$$\frac{\text{Program Supplies and Costs + Staff Costs}}{\text{+ Appropriate Red Cross Fee (if applicable)}} = \text{participant cost}$$
$$\text{Minimum \# of Participants}$$

3.2.8 Programs and services that address specific user interest offered at fair market value. The formula for establishing the fee to participants for lessons, leagues, and tournaments such as cardio tennis, mixed doubles league, singles, and doubles tournaments, etc. is:

Fair Market Value = participant cost

3.2.9 Group Swim Lessons – The formula for establishing the fee is:

$$\frac{\text{Program Supplies and Costs + Staff Costs}}{\text{+ Red Cross Learn to Swim fee}} \times 85\% \text{ cost recovery} = \text{participant cost}$$
$$\text{Minimum \# of Participants}$$

3.2.10 Chandler Youth Sports Association (CYSA) – The formula for establishing the fee for the CYSA affiliates ball field light use is:

Total Cost of Hours of Athletic Light usage during Primary Season x 50% cost recovery = reimbursement to the City

3.3 Museum

(a) Banner Museum Exhibit Rental.....$25.00 per rental
(b) Museum School Trunk Education Resource Rental.....$25.00 per rental

Sec. 4 Development Services

(Amd. in entirety Res. 4505)

4.1 Land Use and Zoning:

4.1.1 Administrative Design Review: [§35-1700]

(a) New construction and building additions that are greater than 10% of the existing building area..... $275.00

(b) Minor changes such as exterior modifications to existing buildings, façade renovations, new canopies, fixtures, color and/or material changes, new outdoor patios, and building additions that that are less than 10% increase in building area..... $115.00

4.1.2 General Plan Amendments: [§35-2504]

(a) Text amendment (regular)..... $785.00

(b) Map amendment (special)..... $785.00

4.1.3 Rezonings: [§35-2504]

(a) Zoning District Changes and Zoning Extensions..... $785.00

(b) Plus, per acre..... $40.00

(c) Historic Preservation Neighborhood Application..... $100.00

(d) Resident/Home addition of Historic Preservation Overlay Application..... $50.00

4.1.4 Preliminary Development Plans: [§35-2504]..... $315.00

4.1.5 Area Plans [§35-2504]..... $785.00

4.1.6 Use Permits: [§35-2504]

(a) Single-family..... $315.00

(b) All others as detailed in Chandler City Code Chapter 35-2100..... $475.00

(c) Use permit extension..... Same as Original

4.1.7 Variances: [§35-2504]

(a) Single-family..... $165.00

(b) All others..... $315.00

4.1.8 Continuances: [§35-2504]

(a) Applicant's request..... $165.00

4.1.9 Subdivision Planning Fees: [§48-7.1]

(a) Preliminary plat..... $785.00

(b) Plus, per lot..... $7.85

(c) Final plat..... $785.00

(d) Plus, per lot..... $7.85

4.1.10 Minor Land Divisions application fee [§48-13.6]..... $315.00

4.1.11 Miscellaneous Planning-Related Fees [§35-2504]:

(a) Administrative use permits [§35-305]..... $120.00

(b) Zoning verification letters..... $275.00

4.2 Sign Permit Application [§39-7.4]

Two and five tenths percent (2.5%) of the value of the sign plus twenty-five cents ($0.25) per square foot. If work is started before a permit has been issued, the fees specified above shall be doubled.

4.3 Banner Application Fee [§32-6] (Res. 3482)..... $100.00

4.4 Site Development Fees

4.4.1 Site Development Review Fee

(a) Major (new development/redevelopment)..... $2,395.00
(b) Plus, per acre.....$105.00
(c) Minor (modification to existing development).....$385.00

4.4.2 Tenant Improvement Plan Review..... $50.00/hr

4.4.3 Zoning Clearance..... $120.00

4.5 Civil Plan Review Fees [§47-6 & 7]:

Civil Plan review fees are based upon the number of sheets submitted for review and approval. Each type of improvement plan (i.e., grading and drainage, water, sewer, right-of-way improvements) may be submitted separately or in combination.

Improvement Plans (including Grading and Drainage)..... $440.00 per sheet
Fourth and subsequent Review Fees..... $150.00 per sheet

4.5.1 Fees for review of the plan revisions which are initiated by the developer or required due to an error or oversight of the developer after plans have been approved by the City Engineer, shall be charged at the flat rate of $110.00 for each revision or set of revisions reviewed.

4.5.2 Civil Engineering Subdivision Review Fees [§48-7]

(a) Preliminary Plat.....$785.00
(b) Plus, per lot..... $7.85
(c) Final Plat.....$850.00
(d) Plus, per lot..... $8.50
(e) Minor land division..... $340.00
(f) Plat recording.....Pursuant to Maricopa County Recorder Fee Schedule
(g) CC&R recording.....Pursuant to Maricopa County Recorder Fee Schedule

4.6 Building Safety [§29-1] (Res. 4703)

Building permit fees for new construction are based upon the most current building valuation data published by the International Code Council accessible at:
http://www.iccsafe.org/codes-tech-support/codes/code-development-process/building-valuation- data/

Construction valuations for alterations shall be based on all construction costs involved and shall be approved by the Building Official.

4.6.1 Building Permit Fees

Total Valuation	Fee
$1.00 to $500	$50.00
$501 to $2,000	$50.00 for the first $500 plus $1.20 for each additional $100 or fraction thereof, to and including $2,000
$2,001 to $25,000	$68.00 for the first $2,000 plus $12.50 for each additional $1,000 or fraction thereof, to and including $25,000
$25,001 to $50,000	$355.50 for the first $25,000 plus $9.00 for each additional $1,000 or fraction thereof, to and including $50,000
$50,001 to $100,000	$580.50 for the first $50,000 plus $6.25 for each additional $1,000 or fraction thereof, to and including $100,000
$100,001 to $500,000	$893.00 for the first $100,000 plus $5.00 for each additional $1,000 or fraction thereof, to and including $500,000
$500,001 to $1,000,000	$2,893.00 for the first $500,000 plus $4.25 for each additional $1,000 or fraction thereof, to and including $1,000,000
$1,000,001 and up	$5,018.00 for the first $1,000,000 plus $2.75 for each additional $1,000 or fraction thereof

4.6.2 Building Plan Review Fees

(a) Building plan review fee..... 65% of building permit fee
(b) Additional revisions to approved plans..... $60.00/hour, 1 hour minimum
(c) Expedited
(at Building Official's discretion) (Res. 4703)..... Twice the normal plan review fee
(d) Deferred submittal items.....$60.00/hour, 1 hour minimum
(e) Renew action on expired application..... New building plan review fee
(f) Sign permit building plan review.....$60.00/hour, 1 hour minimum
(g) Plan review services without a specific fee..... $60.00/hour, 1 hour minimum

4.6.3 Inspection Fees

(a) Inspection outside normal business hours..... $75.00/hour, 2 hour minimum
(b) Re-inspection fee.....$60.00/hour, 1 hour minimum
(c) Inspections without a specific fee.....$60.00/hour, 1 hour minimum
(d) Sign permit inspection..... $60.00/hour, 1 hour minimum

4.6.4 Miscellaneous Fees:

(a) Demolition permit, commercial/residential.....$100.00
(b) Electrical service 400 amps or less.....$100.00
(c) Archival fee..... $1.00 per page
(d) Residential pool permit fee..... $110.00
(e) Residential spa permit fee..... $55.00
(f) Annual Facility Permit (trust account required).....
.....$1,000.00 registration plus $60.00 per hour on-site review/inspection
(g) Certificate of Occupancy not associated with a Building Permit.....$100.00
(h) Foundation Only Permit..... 25% of calculated building permit fee
(i) Permit Reinstatement (within one-year of expiration)..... 50% of current permit fee

(j) Administration Buy-in (per agreement)..... $100.00
(k) Residential solar photovoltaic system permit fee (Res. 4703).....$150.00
(l) Residential solar water heating system permit fee (Res. 4703)..... $150.00
(m) Residential ramada/accessory storage building permit fee..... $150.00
(n) Administrative fee for permits from approved standard plans.....$75.00
(o) Temporary Certificate of Occupancy..... $100.00 for first 30 days,
.....$500.00 for each 30 day renewal for a maximum of 180 days
(p) Appeal to the Building Official.....$180.00
(q) Miscellaneous minor residential work .....
(1-6 gas outlets, 1-2 branch electrical circuits 1-6 plbg. openings, etc.).....$100.00
(r) Permit issuance when no other fees apply..... $60.00

4.7 Transportation Engineering Fees

4.7.1 Traffic Control & Lane Restriction Permit Fee (Non-Refundable) ……..……$315.00

A temporary traffic control permit and associated permit administration fee is required for private development initiated temporary traffic control projects. A temporary traffic control permit shall be issued for City of Chandler capital projects, but a permit administration fee shall not be required. The permit fee is comprised of an hourly rate of $45.00 per hour and is intended to cover a maximum of two (2) hours for plan review and a maximum of five (5) hours for in-field inspections.

4.7.2 Deposit Fee for Authorized Temporary Traffic Control Permits

Deposit amount is fully refundable if all permitted work is completed per the specifications and timeframe authorized by the issued temporary traffic control permit. For every calendar day past the temporary traffic control permit expiration date, not to exceed twenty (20) calendar days, during which temporary barricades and other equipment authorized by the permit remain in the public right-of-way, the total refundable deposit amount shall be reduced by five (5) percent per day of the submitted deposit amount. The refundable deposit amount shall be zero ($0.00) dollars after the 20th calendar day.

Deposit Amount	Project Valuation
$0 to $100,000	1% of project valuation with a minimum deposit of $1,000
$100,000 to $300,000	2% of project valuation
$300,000 to $500,000	3% of project valuation
$500,000 to $750,000	4% of project valuation
$750,000 to $1,000,000	5% of project valuation
$1,000,000 and greater	6% of project valuation not to exceed $100,000

Sec. 5 Neighborhood Resources

5.1 Neighborhood Resources Non-Compliance/Re-inspection fee [Ch. §30-6.8]

(a) Abatement Administrative Fee [Ch §26.10] (Res. 4703)..... 25% of contractor cost

(b) Demolition Abatement Administrative Fee..... 25% of demolition contractor cost

Sec. 6 Public Safety

Public Safety- Fire

Hazardous Materials Permit Fee [§28-6] (Res. 3312)

(a) More than 550 pounds of materials on site, annual fee..... $300.00
(b) HAZMAT materials management plan required; annual fee..... $500.00

6.1.2 Assembly Permit (100 or more occupants) [§28-6]..... No Charge

6.1.3 Cutting & Welding Permit [§28-6]..... No Charge

6.1.4 High-Piled Combustible Storage Permit [§28-6]

(a) Buildings 5,000 or Less Sq. Ft..... No Charge
(b) Buildings 5,001 or More Sq. Ft..... No Charge

6.1.5 Firework Display Permit (per event) [§28-6]..... $250.00

6.1.6 Carnival & Fair Permit
(Amusement Events, Trade Shows, Vehicle Displays) [§28-6]..... $125.00

6.1.7 Motor Vehicle Fuel-Dispensing Stations Permit [§28-6] (one-time)..... $105.00

6.1.8 Temporary Membrane Structures, Tents [§28-6]

(a) Tent or Canopy 801 or More Sq. Ft. (Res. 4703)..... $170.00
(b) Each Additional Tent or Canopy 801 or More Sq. Ft. (Res. 4703)..... $40.00
(c) Tent or canopy less than 801 Sq. Ft. (Res. 4703)..... No Charge

6.1.9 Open Burn Permit [§28-6 & 7] (Res. 4703)

(a) Open flame, or grease laden vapor cooking in accordance with 28-6..... $85.00
(b) Open Flame cooking devices more than 600 sq. in. cooking surface or more than 5 gal. LP gas (20lbs) (No charge if less than that amount)..... $85.00

6.1.10 Fire Protection Equipment Contractor's License [§28-6]..... $85.00

6.1.11 All Other Permits Not Listed, but Included in the Fire Code [§28-6]..... $40.00

6.1.12 Fire User Fee [Ch.27-4] [§27-3 & 4] (Res. 3482, Res. 4119, Res. 4703)
Charges for Fire response where tactical actions are initiated or Emergency Medical Response where medical evaluation is initiated:

(a) 4-person apparatus response:..... $1,400 per response apparatus plus the administrative and hourly personnel charges set forth below;
(b) 2-person apparatus response:..... $700 per response apparatus plus the administrative and hourly personnel charges set forth below;
(c) 1-person apparatus response:..... $350 per response apparatus plus the administrative and hourly personnel charges set forth below;
(d) Additional hourly* personnel charge:
    i. No charge for first hour of response;
    ii. $31 per firefighter for hours 2 through 24
    iii. $45 per hour per firefighter for hours 25 and beyond

*The additional hourly personnel charges will be billed in 15 minutes increments and measured from the time that fire apparatus/personnel leaves the fire station for a response to the time that fire apparatus/personnel arrive back at the fire station after the response.

(e) Emergency Medical Stand-by:
  i. Per Firefighter (per hour)..... $46.00
  ii. Equipment Charge (per event)..... $175.00
(f) Fire Prevention Stand-by per person (per hour)..... $52.00
(g) Administrative charge..... 10% of the charges assessed as outlined in (a) – (f)

6.1.13 Arson Restitution & Investigation Fees (Pursuant to A.R.S. § 13-1709) (Res. 4703)

(a) Emergency response: The emergency response cost to the City in responding to a fire determined to be caused by arson is the same as the charges set forth in Section 6.1.15.
(b) Investigation: The cost to the City for investigating a fire caused by arson is:
  i. $42.00 per fire investigative hour (non-overtime)
  ii. $67.00 per fire investigative hour (overtime)
  iii. Actual cost of materials and supplies utilized during the investigation

6.1.14 Training Center Room Fees [Ch.§27-8]

(a) Classroom
  i. Small Room (under 60 seats)
    Business Hours Rate..... $40/hr (2-hr minimum)
    Evening/Weekend Rate..... $70/hr (2-hr minimum)
  ii. Large Room (over 60 seats)
    Business Hours Rate..... $65/hr (2-hr minimum)
    Evening/Weekend Rate..... $115/hr (2-hr minimum)
(b) Auditorium (250 seats)
    Business Hours Rate..... $130/hr (2-hr minimum)
    Evening/Weekend Rate..... $220/hr (2-hr minimum)

6.1.15 Other Training Center Fees [Ch.§27-8]

(a) Chandler Safety Officer..... $75/hr
(b) Public Safety Training Center Liaison..... $75/hr
(c) Chandler Facility Prop Technician..... $50/hr
(d) Fire Instructor..... $75/hr (4-hr minimum)
(e) Skills Training Area..... $50/hr (2-hr minimum)
(f) Fees for Material/Equipment/Props Used for Training:
  i. Liquid Smoke..... Actual Costs
  ii. Propane..... Actual Costs
  iii. Sheeting..... Actual Costs
  iv. Class A Burn Building[1]..... $100/hr (4-hr minimum)
  v. Burn Tower (propane)[1]..... $75/hr (4-hr minimum)
  vi. Confined Space Prop/TRT..... $35/hr (4-hr minimum)
  vii. Outside Burn Prop (propane)[1]..... $35/hr (4-hr minimum)
  viii. Flashover Chamber (must provide own instructors)[1]..... $50/hr (4-hr minimum)
  ix. Forcible Entry Prop (plus cost of replacement lock)..... $35/hr (4-hr minimum)
  x. Vertical Ventilation Prop..... $50/hr (4-hr minimum)
  (1) Compliance with NFPA 1403 required. Chandler Safety Officer may be required
(g) Hydrant Connection Fee..... $100 minimum
(h) Janitorial Charge..... $100.00
(i) Fire Recruit Academy..... $4,500 per recruit

(j) Paramedic Program Student Registration..... $6,000 per student
(k) Disposal Fee..... $50.00

6.1.16 Re-inspection after initial post-notice inspection for same violation [§28-4]

Inspection	Fee
Initial Inspection	$0.00
Reinspection #1	$100.00 or $0.00 if violations corrected
Reinspection #2	$150.00 or $0.00 if violations corrected
Reinspection #3 – and each additional reinspection thereafter	$200.00 or $0.00 if violations corrected

6.2 Police Department, (Chapters 24 & 30): (Res. 4035, Res. 4535, Res. 4703)

6.2.1 Second or subsequent response to disturbances [§30-7.3] (Res. 3482)..... Actual Cost

6.2.2 Alarm User's Permit [§24-4.2]

(a) Application Fee..... $10.00
(b) Annual Renewal Fee..... $10.00
(c) Administrative Penalty for connecting without a permit [§24-8.2] (Res. 3482)..... $10.00

6.2.3 Alarm Late Filing Fee [§24-9]..... $25.00

6.2.4 Alarm Permit Reinstatement Fee [§24-5.7]..... $25.00

6.2.5 Duplicate Permit Copy Fee [§24-9.3] (Res. 3482)..... $10.00

6.2.6 Fingerprinting..... $10.00

6.2.7 Extra Duty Fee (Res. 4535, Res. 4703)

(a) Rate per hour per officer/sergeant in non-supervisory capacity
(topped out officer rate at time and a half; vendor pays directly to officer/sergeant)
(b) Rate per hour per sergeant in supervisory capacity
(topped out sergeant rate at time and a half; vendor pays directly to sergeant)
(c) Rate per hour for Workers Compensation coverage (vendor pays directly to City)
(effective October 1, 2014)..... $2.50
(d) Rate per hour for Vehicle usage (vendor pays directly to City)..... $6.00

6.2.8 Vehicle Impound Fee

(Pursuant to A.R.S §28-3513 and Police Administrative Policy)..... $150.00

6.2.9 Pawnbroker Report Fee [§15-2]..... $3.00/per report

Sec. 7 Public Works & Utilities

7.1 Public Works Encroachment and Inspection, (Chapter 46):

7.1.1 Encroachment Permit

(a) Class 1 encroachment permit application base fee [§46-3]..... $97.00
(b) Class 2 encroachment permit application base fee [§46-4]..... $97.00
(c) Class 3 encroachment permit application base fee [§46-5] (Res. 3336)..... $97.00
(d) Class 4 encroachment permit application base fee [§46-6] (Res. 3336)..... $97.00
(e) Class 5 encroachment permit application base fee [§46-7] (Res. 3336)..... $97.00
(f) Class 6 encroachment permit application base fee [§46-8] (Res. 3336)..... $97.00
(g) Class 7 encroachment permit application fee [§46-9] (Res. 3336)..... $97.00
(h) Class 8 encroachment permit application fee [§46-10] (Res. 3336)..... $97.00
(i) Class 9 encroachment permit application fee [§46-11] (Res. 4504)..... $97.00
(j) Encroachment Permit ROW use fee (Res. 4430, Res. 4703)..... $2.27 per linear foot (for calendar year 2019)*

* Pursuant to the approved agreements, the linear foot fee shall be adjusted annually, without further City Council action, on January 1st of each year by an amount equal to the percentage increase, if any, in the Consumer Price Index (CPI-U, Western Region - All items) over the previous 12-month calendar period. In no event shall the rate be increased more than three and eight-tenths (3.8%) per cent over any twelve (12) month period between anniversary dates, unless otherwise approved by City Council. Should the annual change in the CPI-U indicate a decline, the fee shall not diminish.

7.1.2 Cable Television License application base fee [§46-8.8E]..... $10,000.00

7.1.3 License applications base fee for all Chapter 46 licenses except cable (Res. 3336)..... $3,000.00

7.1.4 Penalty Assessment for failure to obtain encroachment or street cut permit..... $1,000.00

7.1.5 Pavement Damage Restoration Fee (Res. 3692)

(a) Within one year of construction of new streets, renovation, or reconstruction of a street (as defined by City Code):
  i. For Each Cut:
    a. For 5 sq. yds. or less.....$330.00 per sq. yd. of cut
    b. For larger than 5, to 100 sq. yds. .....$1,650.00 plus $18.00 per sq. yd. of cut over 5 sq. yds.
    c. For larger than 100 sq. yds. .....$3,360.00 plus $14.00 per sq. yd. of cut over 100 sq. yds.
  ii. For cuts within the first year, the fee is in addition to the requirement for mill and overlay/inlay in accordance with City Code §46-2.7.
  iii. Or for cuts within the first year, the applicant may choose to reconstruct the street in accordance with City Code §46-2.7 in lieu of paying the above fee.

(b) From one to two years after construction of new streets, renovation, or reconstruction of a street (as defined in the City Code):
  i. For Each Cut:
    a. For 5 sq. yds. or less.....$330.00 per sq. yd. of cut
    b. For larger than 5, to 100 sq. yds. .....$1,650.00 plus $18.00 per sq. yd. of cut over 5 sq. yds.
    c. For larger than 100 sq. yds. .....$3,360.00 plus $14.00 per sq. yd. of cut over 100 sq. yds.
  ii. For cuts from one to two years after construction of new streets, renovation or

reconstruction of a street, the applicant may choose to perform a mill and overlay/inlay, in accordance with City Code §46-2.7 in lieu of paying the above fee.

(c) From two to four years after construction of new streets or renovation or reconstruction of a street (as defined by City Code):
   i. For Each Cut:
      a. For 5 sq. yds. or less.....$230.00 per sq. yd. of cut
      b. For larger than 5, to 100 sq. yd.
         .....$1,150.00 plus $13.00 per sq. yd. of cut over 5 sq. yds.
      c. For larger than 100 sq. yds.
         .....$2,385.00 plus $10.00 per sq. yd. of cut over 100 sq. yds.

(d) From four to six years after construction of new streets or renovation or reconstruction of a street (as defined by City Code):
   i. For Each Cut:
      a. For 5 sq. yds. or less.....$130.00 per sq. yd. of cut
      b. For Larger than 5, to 100 sq. yds.
         .....$650.00 plus $8.00 per sq. yd. of cut over 5 sq. yds.
      c. For larger than 100 sq. yds.
         .....$1,410.00 plus $5.00 per sq. yd. of cut over 100 sq. yds.

(e) Within one year prior to a City street reconstruction project approved in the capital program of the City's Annual Budget..... No Charge

(f) For cuts from two to six years after construction of new streets, renovation, or reconstruction
of a street, the applicant may choose to perform a mill and overlay/inlay, in accordance with City Code §46-2.7 in lieu of paying the above fee.

(g) The minimum fee shall be based on one square yard. If a pavement cut is so extensive, or the cuts in one area are so numerous that the permittee prefers to perform a renovation (major rehabilitation) of the street in accordance with the City Engineer's requirements, for the full width of any impacted lane and the full length of any cuts plus fifty feet in both directions from the area of the cut on arterial streets and twenty-five in both directions from the area of the cut on collector streets, the permittee may choose to do such renovation in lieu of the Pavement Restoration Fee and such reconstruction shall satisfy the fee requirement. Provided, however, this does not apply to pavement cuts in streets within two years of construction, renovation, or reconstruction. During the first two years, those who desire to perform reconstruction in lieu of paying the pavement restoration fee will be required to reconstruct the street to the satisfaction of the City Engineer. Those companies exempt from the Pavement Restoration Fee shall perform the required repairs and restoration in accordance with City Code §46-2.7 and their contracts with the City unless their written application to pay the established fee in lieu of such restoration is granted by the City Engineer.

(h) For pavement cuts or potholes less than two square feet, no fee will be charged, or for companies with license and franchise agreements that require street reconstruction no reconstruction will be required, provided the pavement cut or pothole meets the spacing requirements shown on Standard Detail No. C-111.

(i) If a pothole cut is done in advance of construction that will remove that portion of the pavement within a reasonable time as specified by the City Engineer, no fee will be charged.

(j) The definitions set forth in Section 46-2.7 are applicable to the provisions herein.

(k) This Pavement Restoration Fee shall not be charged to nor paid by the City Street Division or the City Traffic Engineering Division.

7.1.6 Small Wireless Facility §46-10.3 (Pursuant to A.R.S. §9-592(L), §9-592(D)(4), §9-595(C) and §9-595(D))

(a) Application Fee
  i. New/Replacement Pole..... $750.00
  ii. Pole exceeding 50ft in height..... $1,000.00
  iii. Consolidated Application Fee, Existing Pole, Sites 1-5..... $100.00
  iv. Consolidated Application Fee, Existing Pole, Sites 6-25..... $50.00

(b) Annual Right-of-Way Use Fee..... $50.00
(for each facility in the City's right-of-way or utility easements)

(c) Annual Right-of-Way Use Fee, Pole exceeding 50ft in height..... $450.00

(d) Annual City Pole Use Fee..... $50.00
(for each facility installed on a City-owned pole or on a City owned wireless support structure in the City's right-of-way or utility easements)

7.1.7 Application for disposition of roadway or easement [§47-16.2]

(a) ROW appraisal fee (deposit of $200.00 required)..... Actual Cost

(b) ROW Vacation Application Fee..... $1,000.00

(c) Extinguishment of easements appraisal fee (deposit of $200.00 required)..... Actual Cost

(d) Extinguishment of Easements Application Fee..... $500.00

7.1.8 Fire Hydrant Meter Deposit [§52-5] (Res. 4703)..... $3,100.00

7.1.9 Reimbursement Agreement Transaction fee [Ch. 51]..... $100.00

7.1.10 Median & Street Light Construction Buy-In Assessment [§47-12 & 47-15] (Res. 3482)

½ Front Foot	Per foot
(a) Median construction	$11.00 LF
(b) Streetlighting in median	$11.00 LF
(c) Landscaping in median	$1.80 SF
(d) Streetlighting behind curb	$9.00 LF

7.1.11 Water Service Buy-In Assessment [§52-26] (Res. 3482)

	6"	8"	10"	12"	16"
(a) Full front foot	24.00	33.00	38.00	43.00	66.00
(b) ½ front foot	12.00	16.50	19.00	21.50	33.00

7.1.12 Reclaimed Water Buy-In Assessment [§53-12] (Res. 3482)

	12"
Full front foot	37.00
½ front foot	18.50

7.1.13 Sewer Service Buy-In Assessment [§51-20] (Res. 3482)

Full Front Foot	8”	10”	12”	15”
(a) 0 – 10’ depth	25.00	31.00	35.00	43.00
(b) 10 – 18’ depth	43.00	48.00	52.00	61.00
(c) *Over 18’	49.00	53.00	54.00	63.00

1/2 Front Foot	8”	10”	12”	15”
(d) 0 – 10’ depth	12.50	15.50	17.50	21.50
(e) 10 – 18’	21.50	24.00	26.00	30.50
(f) *Over 18’	24.50	26.50	27.00	31.50

*(add $2.50 per full front foot for each additional foot in depth)

7.1.14 Inspection and Testing Fees [§47-7.2] (Res. 3336, Res. 3482, Res. 4505)

Pavement	Unit	Fee/unit without testing
(a) Paving Public Right of Way/Private Streets & Drives	SY	0.36
(b) Parking Areas	SY	0.10
(c) Overlay (all)	SY	0.12
(d) Alley Surface	SY	0.36
(e) Street Sign Bases [Ch. 48-12.7]	EA	10.00
(f) Street Sign (City)	EA	80.00
(g) Mill & Overlay	SY	0.25

Concrete	Unit	Fee/unit without testing
(h) Driveway or alley entrance	EA	41.17
(i) Valley Gutter	LF	0.36
(j) Apron	EA	10.98
(k) Curb & gutter	LF	0.19
(l) Sidewalk	SF	0.07
(m) Catch Basin/Scupper	EA	41.17
(n) Sidewalk Ramp	EA	82.34

Water	Unit	Fee/unit without testing
(o) Water Pipe (4” or larger)	LF	0.82
(p) Water Services	LF	0.55
(q) Pavement Cut	SY	23.87
(r) Tapping Sleeve & Valve (non-fire or fire line)	EA	82.34
(s) Landscape Irrigation System with Backflow Prevention Devices	EA	82.34
(t) Fire Line with and without backflow prevention devices	LF	0.82

Reclaimed Water	Unit	Fee/unit without testing
(u) Reclaimed Water (4" or larger)	LF	0.82
(v) Reclaimed Water Service	LF	0.48
(w) Pavement Cut	SY	23.87
(x) Tapping Sleeve and Valve	EA	82.34

Sewer	Unit	Fee/unit without testing
(y) Sewer pipe (8" or larger)	LF	1.10
(z) Sewer service	LF	0.82
(aa) Manhole	EA	82.34
(bb) Pavement cut	SY	23.87
(cc) Clean out/drop connection	EA	42.54

Drainage	Unit	Fee/unit without testing
(dd) Retention Basin (Grading)	Acre	68.62
(ee) Irrigation Pipe (SRP, RWCD, Private)	LF	1.07
(ff) Stormwater Pipe (including Box Culverts)	LF	1.16
(gg) Headwalls	EA	42.54
(hh) Pavement Cut	SY	23.87
(ii) Drywells	EA	76.85
(jj) Stormwater Retention Pipe	LF	1.16

Utilities [Ch §47-7.2]	Unit	Fee/unit without testing
(kk) Utility trenching in ROW/Easement	LF	0.22
(ll) Street Light Pole (public)	EA	41.17
(mm) Repealed by Ord. 4104 adopted 10/30/08		
(nn) Repealed by Ord. 4104 adopted 10/30/08		
(oo) Borings on a local street	LF	0.14
(pp) Borings on an Arterial or collector street	LF	0.21
(qq) Pavement cut	SY	23.87
(rr) Service Drops	EA	20.59
(ss) Offsite After-hours inspection fee	HR	97.00

Permits [Ch §47-7.2]	Unit	Fee/unit without testing
(tt) Permit application fee	EA	97.00
(uu) As Built Approval fee	SHEET	13.72
(vv) Blanket Permits	EA	450.00
(ww) New Construction Pavement Preservative Seal Coat Permit	YD	0.90

7.2 Solid Waste Services, (Chapter 44):

7.2.1 Monthly Solid Waste Disposal Fee..... $19.86

(a) A monthly disposal fee applies to all covered residences receiving basic solid waste services as set forth in Chapter 44 of the City Code. The City will bill the monthly disposal fee on the water account serving each covered residence. When the owner or occupant of a covered residence does not have an active water account to bill, a utility billing account will be established. A security deposit, as specified in section 50-3 of the City Code, shall be required from owners or occupants of covered residences without an active water account.

(b) Additional monthly disposal fee applies to Alley solid waste customers…..... $1.61

7.2.2 Cost of Solid Waste Containers..... $148.00

The initial cost of providing refuse containers and recycling containers, including the cost of assembling such containers, for newly constructed covered residences, and shall be paid by the person applying for the initial building permit for each new covered residence at the same time that the fees for the residential building permit are paid. When property with a covered residence located thereon is annexed into the City, the owner of such property shall pay the initial cost to the City of providing such property with a refuse and a recycling container.

7.2.3 Additional and Replacement Container Cost

(a) Additional curbside refuse container (Res. 4703 & 5751)..... $75.00

(b) Replacement of a damaged curbside refuse container or recycling container, where the damage was caused by the resident (Res. 4703 & 5751)..... $75.00

(c) Non-damaged container replacement with refurbished container..... $30.00

(d) Rescheduling container repair/replacement when container is not set out (Res. 4703)..... $26.00

(e) Additional recycling container (Res. 5751)..... .....$75.00

(f) Additional alley refuse container (Res. 5751).....$430.00

(g) Replacement of a damaged alley refuse container where the damage was caused by the resident (Res. 5751).....$430.00

7.2.4 Additional Monthly Refuse Container Collection Fees

(a) Curbside Refuse Container (Res. 4703).....$10.00
This monthly collection fee is in addition to the fee for basic solid waste services set forth in Section 50-15, Code of the City of Chandler, and shall apply to each additional refuse container provided pursuant to subsection 7.2.2 (a).

(b) Alley Refuse Container..... $15.00
This monthly collection fee is in addition to the fee for basic solid waste services set forth in Section 50-15, Code of the City of Chandler, and shall apply to each additional refuse container provided pursuant to subsection 7.2.2 (d).

7.2.5 Special Collection Fees

(a) Fee for one-time special curbside refuse container collection requested by an owner or occupant of a covered residence..... $18.50

(b) Fee for one-time special alley refuse container collection requested by an owner or occupant of a covered residence..... $35.00

7.2.6 Bulk Material Collection Fees

(a) Bulk materials collected for disposal (Up to 4 per calendar year in combination with no charge visits to the RSWCC).....No Charge

(b) Bulk materials collected for recycling..... No Charge

(c) Additional bulk materials collected per collection event.....$35.00

(d) Freon recovery (Res. 4703)..... $15.00

7.2.7 Commercial Refuse Hauler Permit

(a) Annual application fee (per applicant).....$300.00
(b) Per vehicle annual fee..... $1,000.00

7.2.8 Recycling Solid Waste Collection Center Fees [§44-7.2A] (Res. 4703 & 5751)

(a) Per visit fee - first 400 lbs. of materials (Up to 4 per calendar year in combination with no charge Bulk Collections).….....No Charge
(Excluding no charge RSWCC accepted recyclables)
(b) Per visit fee - first 400 lbs. of materials (after free visits identified above)..... $10.00
(Excluding no charge RSWCC accepted recyclables)
(c) Per ton fee for weight above the first 400 lbs. covered above (prorated in 20lbs. increments):
i. All debris excluding RSWCC recyclables.....$50.00
(d) Freon recovery.....$15.00

7.2.9 Multi-family (non-residential) disposal fee (per load) [§44-7.2B] (Res. 4703)..... $20.00

7.2.10 City Services (per ton)..... $50.00

Resolutions

Resolution No. 3175 – 12/16/99 RE-ADOPTING THE FEE SCHEDULE IN CONJUNCTION WITH THE REVISIONS TO THE CITY CODE

Resolution No. 3204 – 03/23/00 AMENDING THE CITY FEE SCHEDULE REGARDING AIRPORT FEES

Resolution No. 3312 – 08/10/00 AMENDING THE CHANDLER CITY FEE SCHEDULE REGARDING HAZARDOUS MATERIAL PERMIT FEES

Resolution No. 3336 – 11/16/00 AMENDING THE FEE SCHEDULE REGARDING CERTAIN PUBLIC WORKS PENALTIES, PERMIT, INSPECTION AND PROCESSING FEES

Resolution No. 3239 – 5/10/01 AMENDING THE CITY FEE SCHEDULE REGARDING AIRPORT FEES TO ESTABLISH FEES AND FEE ADJUSTMENT CRITERIA FOR THROUGH THE FENCE ACCESS

Resolution No. 3401 – 6/14/01 AMENDING THE CITY FEE SCHEDULE REGARDING AIRPORT GROUND LEASE RATES

Resolution No. 3372 – 12/13/01 AMENDING THE CITY FEE SCHEDULE REGARDING PAVEMENT RESTORATION FEES

Resolution No. 3482 – 3/14/02 AMENDING THE CITY FEE SCHEDULE REVISING CERTAIN MANAGEMENT SERVICES, FIRE, AIRPORT, PARKS/RECREATION, PLANNING/DEVELOPMENT, POLICE AND PUBLIC WORKS FEES

Resolution No. 3630 – 5/08/03 AMENDING THE CITY FEE SCHEDULE REVISING CERTAIN MANAGEMENT SERVICES, AIRPORT, REFUSE, PLANNING/DEVELOPMENT, POLICE AND PUBLIC WORKS FEES

Resolution No. 3692 – 11/06/03 AMENDING THE CITY FEE SCHEDULE REVISING PAVEMENT RESTORATION FEES

Resolution No. 3793 – 10/28/04 AMENDING CITY FEE SCHEDULE REVISING AIRPORT FEES

Ordinance No. 3689 – 6/23/05 AMENDING CITY FEE SCHEDULE DELETING REFUSE AND RECYCLING FEES, SECTION 4, AND INCORPORATING THEM INTO CITY CODE CHAPTER 44

Resolution No. 3913 – 11/17/05 AMENDING CITY FEE SCHEDULE REVISING AIRPORT FEES AND ADDING SECTION 2.10 (effective 1/1/2006)

Resolution No. 4035 – 1/11/2007 AMENDING CITY FEE SCHEDULE REVISING MANAGEMENT SERVICES, AIRPORT, PLANNING AND DEVELOPMENT AND POLICE FEES

Resolution No. 4059 – 04/26/2007 AMENDING CITY FEE SCHEDULE ADDING SECTION 4 MUNICIPAL UTILITIES

Resolution No. 4119 – 09/20/2007 AMENDING CITY FEE SCHEDULE SECTION 3
Resolution No. 4145 – 01/17/2008 REPEALED SECTION 5 PARKS AND RECREATION

Resolution No. 4178 – 4/24/2008 AMENDING SECTION 4 MUNICIPAL UTILITIES

Ordinance No. 4104 – 10/30/08 AMENDING SECTION 8, PUBLIC WORKS, REPEALING SEC 8.7 AND SEC 8.15, UTILITIES, MM AND NN EFFECTIVE 11/29/08

Resolution No. 4299 – 5/28/2009 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO FIRE DEPARTMENT, MUNICIPAL UTILITIES, PLANNING AND DEVELOPMENT, POLICE DEPARTMENT AND PUBLIC WORKS FEES

Resolution No. 4311 – 5/13/2009 AMENDING THE CITYWIDE FEE SCHEDULE AIRPORT RATES AND FEES

Resolution No. 4318 – 07/30/2009 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO FIRE DEPARTMENT, NEIGHBORHOOD RESOURCES, PLANNING AND DEVELOPMENT, POLICE DEPARTMENT AND PUBLIC WORKS FEES

Resolution No. 4430 – 06/24/2010 AMENDING SECTION 6, PLANNING AND DEVELOPMENT AND SECTION 8 PUBLIC WORKS.

Resolution No. 4483 – 12/09/2010 AMENDING SECTION 7, POLICE DEPARTMENT

Resolution No. 4504 – 04/28/2011 AMENDING SECTION 8, PUBLIC WORKS

Resolution No.4505 – 05/26/2011 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO TRANSPORTATION & DEVELOPMENT – DEVELOPMENT SERVICES AND TRANSPORTATION & DEVELOPMENT – TRANSPORTATION OPERATIONS.

Resolution No. 4535 – 10/27/2011 AMENDING SECTION 7, POLICE DEPARTMENT

Resolution No. 4615 – 07/26/2012 AMENDING SECTION 6.3.3 DELETING SITE DEVELOPMENT - HOME OCCUPATION FEE

Resolution No. 4703 – 08/12/13 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO ADMINISTRATION, MANAGEMENT SERVICES - TAX AND LICENSE, CHANDLER MUNICIPAL AIRPORT, FIRE DEPARTMENT, MUNICIPAL UTILITIES, PARKS AND RECREATION, TRANSPORTATION AND DEVELOPMENT - DEVELOPMENT SERVICES AND OPERATIONS, POLICE DEPARTMENT, AND NEIGHBORHOOD RESOURCES

Resolution No. 4773 – 6/12/14 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO FIRE DEPARTMENT, PARKS AND RECREATION, AND POLICE DEPARTMENT

Resolution No. 4839 – 03/26/2015 MANAGEMENT SERVICES DEPARTMENT, AIRPORT, TRANSPORTATION AND DEVELOPMENT, SOLID WASTE, POLICE, PARKS AND RECREATION, AND CULTURAL AFFAIRS

Resolution No. 4899 – 11/19/2015 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO MOBILE FOOD

Resolution No. 4941 – 5/12/2016 AMENDING SECTION 2: MUNICIPAL AIRPORT, SECTION 5: PARKS AND RECREATION, SECTION 6: TRANSPORTATION AND DEVELOPMENT, DEVELOPMENT SERVICES

Resolution No. 5034 – 4/13/2017 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO FIRE DEPARTMENT, MANAGEMENT SERVICES, PARKS AND RECREATION, AND TRANSPORTATION AND DEVELOPMENT DEPARTMENTS

Resolution No. 5098 – 12/7/17 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO ADMINISTRATION AND MANAGEMENT SERVICES DEPARTMENT

Resolution No. 5104 – 1/11/18 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO PUBLIC WORKS & UTILITIES DEPARTMENT AND INCORPORATING TECHNICAL CORRECTIONS TO RECOGNIZE REORGANIZATION AND REORDERING SECTIONS.

Resolution No. 5117 – 4/26/2018 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO COMMUNITY SERVICES, PUBLIC SAFETY - FIRE AND POLICE, AND PUBLIC WORKS & UTILITIES DEPARTMENTS.

Resolution No. 5215 – 12/13/2018 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO THE MANAGEMENT SERVICES AND DEVELOPMENT SERVICES DEPARTMENTS.

Resolution No. 5243 – 05/09/2019 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO THE COMMUNITY SERVICES, DEVELOPMENT SERVICES, AND PUBLIC WORKS & UTILITIES DEPARTMENTS.

Resolution No. 5300 – 12/12/2019 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO ADMINISTRATION AND MANAGEMENT SERVICES AND PUBLIC WORKS & UTILITIES DEPARTMENTS.

Resolution No. 5431 – 2/22/2021 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO THE AIRPORT, COMMUNITY SERVICES, DEVELOPMENT SERVICES, CULTURAL DEVELOPMENT, FIRE AND NEIGHBORHOOD RESOURCES DEPARTMENTS OR DIVISIONS.

Resolution No. 5558 – 5/12/2022 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO THE PUBLIC WORKS AND UTILITIES DEPARTMENT, SOLID WASTE DIVISION

Resolution No. 5696 – 7/20/2023 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO THE MANAGEMENT SERVICES AND PUBLIC WORKS AND UTILITIES DEPARTMENT

Resolution No. 5751 – 1/1/2024 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO THE PUBLIC WORKS AND UTILITIES DEPARTMENT, SOLID WASTE DIVISION

Resolution No. 5846 – 1/1/2025 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO THE COMMUNITY SERVICES DEPARTMENT, CULTURAL DEVELOPMENT DEPARTMENT, DEVELOPMENT SERVICES DEPARTMENT, FIRE DEPARTMENT, AND PUBLIC WORKS & UTILITIES DEPARTMENT

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No.

Date: December 09, 2024
To: Mayor and Council
From: Development Services Department
Subject: September 18, 2024, Planning and Zoning Commission Meeting Minutes

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Attachments

September 18, 2024 Study Session Minutes
September 18, 2024 Regular Meeting Minutes

Meeting Minutes
Planning and Zoning Commission
Study Session

September 18, 2024 | 5:00 p.m.
Chandler City Council Chambers
88 E. Chicago Street, Chandler, AZ

CHANDLER arizona
Community of Innovation

Call to Order

The meeting was called to order by Chair Heumann at 5:05 p.m.

Roll Call

Commission Attendance

Chair Rick Heumann
Vice Chair Sherri Koshiol
Commissioner Michael Quinn
Commissioner Kyle Barichello
Commissioner Charlotte Golla
Commissioner Ryan Schwarzer

Absent

Commissioner Rene Lopez - Excused

Staff Attendance

Kevin Snyder, Director of Development Services
Kevin Mayo, Planning Administrator
David de la Torre, Planning Manager
Lauren Schumann, Principal Planner
Alisa Petterson, Senior Planner
Ben Cereceres, City Planner
Mika Liburd, Associate Planner
Alyssa Siebers, Associate Planner
Thomas Allen, Assistant City Attorney
Julie San Miguel, Clerk

Scheduled/Unscheduled Public Appearances

Members of the audience may address any item not on the agenda. State Statute prohibits the Board or Commission from discussing an item that is not on the agenda, but the Board or Commission does listen to your concerns and has staff follow up on any questions you raise.

Consent Agenda and Discussion

1. August 21, 2024 Planning and Zoning Commission Meeting Minutes

Move Planning and Zoning Commission approve Planning and Zoning Commission meeting minutes of the Study Session of August 21, 2024, and Regular Meeting of August 21, 2024.

CHAIR HEUMANN confirmed there were no questions or comments from the Commission Members.

3. PLH24-0001/PLT24-0001 TOLL BROTHERS UPTOWN

BEN CERECERES, CITY PLANNER presented details regarding the request for rezoning from Regional Commercial District (C-3) to Planned Area Development (PAD) for multi-family residential, with Preliminary Development Plan approval for site layout and building architecture, and Preliminary Plat approval on approximately 14.1 acres located approximately ¼ mile north of the northeast corner of Arizona Avenue and Warner Road.

An Addendum Memo was presented relaying to the Commission a letter of support that Planning staff received from the Chandler Chamber of Commerce after the staff memo was distributed.

CHAIR HEUMANN thanked staff for the presentation and asked the reason the dealership was leaving.

BEN CERECERES, CITY PLANNER was not aware of the reason and would like to defer the question to the Applicant.

CHAIR HEUMANN stated that he will follow up with the Applicant and confirmed there were no further questions or comments from the Commission.

4. PLH24-0018 PECOS & MCQUEEN STORAGE

MIKA LIBURD, ASSOCIATE PLANNER presented details regarding the request for Request Use Permit approval to allow a self-storage facility on a property zoned Community Commercial District (C-2) located at the southeast corner of Pecos and McQueen roads.

CHAIR HEUMANN expressed concerns about the proposed self-storage facility's location on a major arterial street and that it will not create jobs. He highlighted the length of the structure and suggested incorporating more design elements to break it up. He asked if more landscaping could be added to soften its appearance. He stated that he understands the appeal to the neighbors who do not wish this area to turn into a gas station, but he had hoped that something better for this space on an arterial street.

MIKA LIBURD, ASSOCIATE PLANNER suggested an additional stipulation of 50% of the trees planted along the arterial that they can be a minimum of 36-inch box and a minimum of 12-feet in height at the time of planting.

CHAIR HEUMANN clarified that this should be a standard stipulation and asked for the thoughts of the other Commission Members. He asked how many feet long was on the Pecos Road frontage.

MIKA LIBURD, ASSOCIATE PLANNER stated she will look into this and provide the information.

CHAIR HEUMANN is concerned with the length showing on Pecos Road, a major arterial street. He would like the design to be elevated due to the length of the windowless building. He stated this building will be in place for a long time and it should be more visually appealing. He asked staff and the Applicant to discuss during the break possible improvements to enhance the proposed.

DAVID DE LA TORRE, PLANNING MANAGER sought clarification asking if the landscape stipulation mentioned by staff earlier would this address the Commission's concerns.

CHAIR HEUMANN mentioned more height, or the addition of fake windows could help the structure not appear so institutionalized. He asked if staff could work with the Applicant during the break to see if improvements could be stipulated as this is a major corner.

COMMISSIONER BARICHELLO stated that additional landscaping could improve the elevation from the street.

COMMISSIONER QUINN pointed out that the fire lane wraps around behind, therefore the proposed is nearly entirely landscape on the side with the arterial street.

CHAIR HEUMANN asked staff to present the site plan.

COMMISSIONER BARICHELLO pointed out access, size, and setbacks required by commercial use really limits the viability of the development of this site, especially when parking is added. He stated that in his opinion, the design of the self-storage is high quality on the arterial street side and appropriately backed to residential properties.

COMMISSIONER QUINN agreed with Commissioner Barichello's statements.

DAVID DE LA TORRE, PLANNING MANAGER asked if the Commission wished for further stipulations in addition to the landscaping stipulation mentioned earlier.

CHAIR HEUMANN clarified the landscaping 36-inch box stipulation is needed and confirmed there were no additional comments or questions from the Commission Members.

5. PLH24-0022 THE MEXICANO

MIKA LIBURD, ASSOCIATE PLANNER presented details regarding the request Entertainment Use Permit approval for live indoor and outdoor entertainment, speakers and tv screens at 3095 W Chandler Blvd, generally located at the southwest corner of Chandler Boulevard and Price Road.

CHAIR HEUMANN confirmed there were no questions or comments from the Commission Members and asked if staff happened to know when this would be opening.

MIKA LIBURD, ASSOCIATE PLANNER stated the Applicant is present and able to answer questions regarding the restaurant.

6. PLH22-0024 CORNERSTONE RANCH

BEN CERECERES, CITY PLANNER presented details regarding the request Preliminary Development Plan approval for modification to existing signage. The property is located at 3999 S. Dobson Road, located at the northeast corner of Dobson Road and Ocotillo Road.

CHAIR HEUMANN confirmed there were no questions or comments from the Commission Members.

7. Notice of Cancellation of the October 2, 2024, Planning and Zoning Commission Hearing

Move Planning and Zoning Commission cancel the October 2, 2024 Planning and Zoning Commission Hearing.

Action Agenda Item 2

2. PLH24-0023 THE DISTRICT DOWNTOWN

Request Rezoning from Planned Area Development (PAD) for mixed uses including multi-family, office, and commercial uses permitted under the Community Commercial District (C-2) to PAD for mixed uses including multi-family, office, commercial uses permitted under the Community Commercial District (C-2) and automobile and truck sales with a Mid-Rise Overlay allowing for heights up to 120 feet, as well as Preliminary Development Plan (PDP) approval for site layout and conceptual building architecture for approximately 44.7 acres located at the northwest corner of Arizona Avenue and the SanTan 202 Freeway.

CHAIR HEUMANN announced that Item No. 2 PLH24-0023 The District Downtown, has been pulled to action and there will be a full presentation at the Regular Meeting following the Study Session this date.

Calendar

The next Study Session will be held before the Regular Meeting on Wednesday, October 18, 2024, in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona.

Adjourn

The meeting was adjourned at 5:30 p.m.

for KM

Kevin Mayo, Secretary

Rick Heumann, Chair

Meeting Minutes
Planning and Zoning Commission
Regular Meeting

September 18, 2024 | 5:30 p.m.
Chandler City Council Chambers
88 E. Chicago Street, Chandler, AZ

CHANDLER arizona
Community of Innovation

Call to Order

The meeting was called to order by Chairman Heumann at 5:42 p.m.

Roll Call

Commission Attendance

Chair Rick Heumann
Vice Chair Sherri Koshiol
Commissioner Michael Quinn
Commissioner Kyle Barichello
Commissioner Charlotte Golla
Commissioner Ryan Schwarzer

Absent

Commissioner Rene Lopez - Excused

Staff Attendance

Kevin Snyder, Director of Development Services
Kevin Mayo, Planning Administrator
David de la Torre, Planning Manager
Lauren Schumann, Principal Planner
Alisa Petterson, Senior Planner
Ben Cereceres, City Planner
Mika Liburd, Associate Planner
Alyssa Siebers, Associate Planner
Thomas Allen, Assistant City Attorney
Julie San Miguel, Clerk

Scheduled and Unscheduled Public Appearances

Members of the audience may address any item not on the agenda. State Statute prohibits the Board or Commission from discussing an item that is not on the agenda, but the Board or Commission does listen to your concerns and has staff follow up on any questions you raise.

Consent Agenda and Discussion

1. August 21, 2024 Planning and Zoning Commission Meeting Minutes

Move Planning and Zoning Commission approve Planning and Zoning Commission meeting minutes of the Study Session of August 21, 2024, and Regular Meeting of August 21, 2024.

CHAIR HEUMANN confirmed there were no questions or comments from the Commission Members.

3. PLH24-0001/PLT24-0001 TOLL BROTHERS UPTOWN

Request Rezoning from Regional Commercial District (C-3) to Planned Area Development (PAD) for multi-family residential, with Preliminary Development Plan approval for site layout and building architecture, and Preliminary Plat approval on approximately 14.1 acres located approximately ¼ mile north of the northeast corner of Arizona Avenue and Warner Road.

An Addendum Memo was presented relaying to the Commission a letter of support that Planning staff received from the Chandler Chamber of Commerce after the staff memo was distributed.

Rezoning
Move Planning and Zoning Commission recommend approval of Rezoning PLH24-0001 Toll Brothers Uptown from Regional Commercial (C-3) to Planned Area Development (PAD) for multi-family residential, subject to the conditions as recommended by Planning staff.

Preliminary Development Plan
Move Planning and Zoning Commission recommend approval of Preliminary Development Plan PLH24-0001 Toll Brothers Uptown for site layout and building architecture, subject to the conditions as recommended by Planning staff.

Preliminary Plat
Move Planning and Zoning Commission recommend approval of Preliminary Plat, PLT24-0001 Toll Brothers Uptown, subject to the condition as recommended by Planning staff.

Recommended Conditions of Approval:
Rezoning
Planning staff recommends Planning and Zoning Commission move to recommend approval of Rezoning from Regional Commercial District (C-3) to Planned Area Development (PAD) for multi-family residential, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled " Toll Brothers Uptown" and kept on file in the City of Chandler Planning Division, in File No. PLH24-0001, 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 Chandler City Council.

2. Multiple-family residential shall be permitted at a maximum density of thirty five (35) dwelling units per acre.

3. Building height shall be limited to a maximum of fifty-five (55) feet in height.

4. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements, and street lighting to achieve conformance with City codes, standard details, and design manuals.

5. The landscaping in all open-spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.

6. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.

7. Minimum building setbacks shall be as follows:

Property Line Location	Minimum Building Setback
Arizona Avenue	20'
North	10'
South	10'
East	20'

Preliminary Development Plan

Planning staff recommends Planning and Zoning Commission move to recommend approval of the Preliminary Development Plan, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Toll Brothers Uptown" and kept on file in the City of Chandler Planning Division, in File No. PLH24-0001, 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 Chandler City Council.

2. Landscaping plans (including for open spaces, retention, rights-of-way, and street medians) shall be approved by the Planning Administrator.

3. Fifty percent of the trees planted along the arterial streets shall be a minimum of 36-inch box and be a minimum of 12-feet in height at the time of planting.

4. The site shall be maintained in a clear and orderly manner.

5. 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.

6. All mechanical equipment, including HVAC, utility meters, etc. shall be screened from view by material(s) that are architecturally integrated and consistent with the proposed buildings.

7. Sign packages, including free-standing signs as well as wall-mounted signs shall be designed in coordination with landscape plans, planting materials, storm water retention requirements, and utility pedestals, so as not to create problems with sign visibility or prompt the removal of required landscape materials.

8. A minimum of three (3) electric vehicle charging stations shall be installed per building.

Preliminary Plat
Planning staff recommends the Planning and Zoning Commission move to recommend approval of the Preliminary Plat subject to the following condition:

1. Approval by the City Engineer and Planning Administrator with regard to the details of all submittals required by code or condition.

4. PLH24-0018 PECOS & MCQUEEN STORAGE

Request Use Permit approval to allow a self-storage facility on a property zoned Community Commercial District (C-2) located at the southeast corner of Pecos and McQueen roads

Move Planning and Zoning Commission recommend approval of Use Permit PLH24-0018 Pecos & McQueen Storage to allow a self-storage facility on a property zoned Community Commercial District (C-2), subject to the conditions as recommended by Planning staff.

Planning staff recommends Planning and Zoning Commission move to recommend approval of the Use Permit, subject to the following conditions:

1. Development shall be in substantial conformance with exhibits entitled "PLH24-0018 Pecos & McQueen Exhibits" kept on file in the City of Chandler's Planning Division, modified by such conditions included at the time the exhibits were approved by the City Council and/or as thereafter amended, modified or supplemented by the City Council.

2. Use Permit approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Use Permit apply.

3. All mechanical equipment shall be screened from view by material(s) that are architecturally integrated and consistent with the proposed buildings.

4. The site shall be maintained in a clean and orderly manner.

5. The landscaping shall be in compliance with current Commercial Development Standards.

6. The applicant shall provide a contact phone number for a responsible person to any interested neighbors or property owners to resolve any disturbances that may occur quickly and directly.

Note: Stipulation #7 was added as a result of the Planning and Zoning's discussion during the study session:

7. Fifty percent of the trees planted along the arterial streets shall be a minimum of 36-inch box and be a minimum of 12-feet in height at the time of planting.

5. PLH24-0022 THE MEXICANO

Request Entertainment Use Permit approval for live indoor and outdoor entertainment, speakers and tv screens at 3095 W Chandler Blvd, generally located at the southwest corner of Chandler Boulevard and Price Road.

Move Planning and Zoning Commission recommend approval of Entertainment Use Permit PLH24-0022 The Mexicano to allow live indoor and outdoor entertainment, speakers and tv screens, subject to the conditions as recommended by Planning staff.

Recommended Conditions of Approval

Planning staff recommends Planning and Zoning Commission move to recommend approval of the Entertainment Use Permit, subject to the following conditions:

1. Substantial expansion or modification beyond the approved exhibits (PLH24-0022 The Mexicano Exhibits) shall void the Entertainment Use Permit and require new Entertainment Use Permit application and approval.

2. The Entertainment Use Permit is not-transferable to any other location.

3. The site shall be maintained in a clean and orderly manner.

4. The hours of outdoor live entertainment shall be limited to the following days and times:

Hours of Entertainment (outdoor)	Sunday to Saturday 10:00 a.m. - 11:00 a.m.

5. Entertainment uses shall be controlled so as to not unreasonably disturb area residents.

6. The establishment will 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.

6. PLH22-0024 CORNERSTONE RANCH

Request Preliminary Development Plan approval for modification to existing signage. The property is located at 3999 S. Dobson Road, located at the northeast corner of Dobson Road and Ocotillo Road

Move Planning and Zoning Commission recommend approval of Preliminary Development Plan PLH22-0024 Cornerstone Ranch for modifications to existing signage, subject to the conditions as recommended by Planning staff.

Recommended Conditions of Approval

Planning staff recommends Planning and Zoning Commission move to recommend approval of the Preliminary Development Plan, subject to the following conditions:

1. Signage shall be in substantial conformance with the Comprehensive Sign Plan kept on file in the City of Chandler Planning Division, File No. PLH22-0024, modified by such conditions included at the time the exhibit was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. Signs shall be designated in coordination with landscape plans, planting materials, storm water retention requirements, and utility pedestals, so as not to create problems with sign visibility or prompt the removal of required landscape materials.

7. Notice of Cancellation of the October 2, 2024, Planning and Zoning Commission Hearing

Move Planning and Zoning Commission cancel the October 2, 2024 Planning and Zoning Commission Hearing.

Consent Agenda Motion and Vote

COMMISSIONER BARICHELLO moved to approve the Consent Agenda of the September 18, 2024, Regular Planning and Zoning Commission Meeting with stipulations presented by staff and added Stipulation No. 7 on Item no. 4; Seconded by VICE CHAIR KOSHIOL.

CHAIR HEUMANN explained he will be dissenting on Item No. 4 due to concerns with land use, stating this is not a good use for a major corner. He confirmed there were no further comments or questions from the Commission Members.

Motion carried unanimously (6-0) on Items 1, 3, 5, 6, 7.

Motion carried (5-1) as to Item No. 4, Chair Heumann dissenting.

Action Agenda Item 2 and Discussion

2. PLH24-0023 THE DISTRICT DOWNTOWN

LAUREN SCHUMANN, PRINCIPAL PLANNER, presented details regarding the request for Rezoning from Planned Area Development (PAD) for mixed uses including multi-family, office, and commercial uses permitted under the Community Commercial District (C-2) to PAD for mixed uses including multi-family, office, commercial uses permitted under the Community Commercial District (C-2) and automobile and truck sales with a Mid-Rise Overlay allowing for heights up to 120 feet, as well as Preliminary Development Plan (PDP) approval for site layout and conceptual building architecture for approximately 44.7 acres located at the northwest corner of Arizona Avenue and the SanTan 202 Freeway.

CHAIR HEUMANN thanked staff for the presentation and asked if the plan approved in 2022 had stipulations regarding the timing, where both retail and multifamily would be built in the first phase to avoid a scenario where only the multifamily was constructed while the rest remained incomplete. He asked, if under the new plan, said stipulation was removed, allowing the multifamily to be built without anything else being developed.

LAUREN SCHUMANN, PRINCIPAL PLANNER explained in the development booklet, when the multifamily portion pulls a permit, it is anticipated that a portion of the commercial development and a hotel would also be constructed at the same time.

CHAIR HEUMANN sought clarification asking at time of construction or when the permit could be pulled. He expressed concerns of the retail portion might not get built while the multifamily development could proceed and stated the last time this came through, it was all stacked. He asked if the new proposal changes this.

LAUREN SCHUMANN, PRINCIPAL PLANNER stated this question would best be directed to the Applicant who is present and can explain the phasing plan.

CHAIR HEUMANN asked staff based on the new proposal compared to the one approved two years prior, if the phases would still be in sync in terms of permits, building, and certificates of occupancy (CFO).

KEVIN MAYO, PLANNING ADMINISTRATOR explained that historically, phasing plans had been part of Planned Development Plans (PDP). He further explained, Phase 1 indicated both an office building and a multifamily building, they ensured that a building permit for the multifamily development could not be issued until a permit for the office was granted; however, the city has never enforced the synchronization of inspections or certificates of occupancy, as these phases typically followed different construction timelines. He stated the current stipulations, which

required parallel submissions, approval, and inspections, were challenging because one phase could not be linked to the other. He further stated the city has never implemented stipulations this specific to a project.

CHAIR HEUMANN sought clarification stating this came through Planning and Zoning Commission, then City Council reviewed the project and changed and added stipulations.

KEVIN MAYO, PLANNING ADMINISTRATOR confirmed this was corrected and stated the concern was that permits could be submitted and pulled, but no actual construction would occur. He mentioned staff does not actively monitor the construction process after permits were pulled.

CHAIR HEUMANN sought further clarification, asking if the new proposal would remove these stipulations.

KEVIN MAYO, PLANNING ADMINISTRATOR agreed and clarified the proposed plan would return what has been done historically to implementing phasing plans.

COMMISSIONER BARICHELLO asked for further details about Phase 2 of the phasing plan. He asked how staff determined the order of development, specifically whether multifamily could be completed before the hotels in Phase 2. He wanted to understand how the phasing would be applied in practice.

KEVIN MAYO, PLANNING ADMINISTRATOR explained if they were to go back to 2018, before the current stipulations, they would expect a permit to be submitted for the entire area identified in Phase 2, including permits for the individual buildings, which might have different owners or franchisees. He further stated it would anticipate receiving larger site permits as well as individual building permits, applying the same approach to the hotels and multifamily components. He explained that phasing plans like this had been historically implemented over the years.

CHAIR HEUMANN sought clarification on the second multifamily development, which was not listed as a specific phase. He wondered if, based on the current plan, the multifamily portion to the west could be built before the middle portion, or if other elements would need to be completed first. He expressed curiosity about the phasing approach since it did not note which phase.

KEVIN MAYO, THE PLANNING ADMINISTRATOR explained the development would be subject to its own Planned Development Plan (PDP), which would establish its own phasing plan once approved. He clarified that it was not tied by phase to the current plan, as it did not yet have an approved PDP. He further stated the development would still need to go through architectural and site design.

CHAIR HEUMANN stated if the portion to the west was built first, the developers could return with a plan, saying they had a user and a PDP.

KEVIN MAYO, THE PLANNING ADMINISTRATOR agreed, adding the Commission and Council could decide the phasing plan, currently they cannot do anything because it does not have a PDP.

COMMISSIONER QUINN pointed out one of the two hotels was planned for Phase 2, and asked whether the second hotel would come later as part of a future phase based on market demand, despite the entire site being highlighted as Phase 2. He further asked if all of the multifamily development on the west side was part of Phase 2.

LAUREN SCHUMANN, PRINCIPAL PLANNER confirmed that one of the two hotels would indeed be built during Phase 2.

COMMISSIONER QUINN presented concerns that the diagram does not fully support what is being discussed.

LAUREN SCHUMANN, PRINCIPAL PLANNER responded that the Applicant can provide a better explanation of their phasing plan.

CHAIR HEUMANN stated the Applicant will provide a presentation and will be available to answer questions about the phasing plan. He confirmed there were no further comments or questions from staff. He asked the Applicant to come forward to present to and confirmed he would be available to answer questions from the Commission regarding the

BRENNAN RAY, APPLICANT introduced himself and presented a conceptual site plan, expressing gratitude for staff and mentioning numerous discussions about the property. He stated the challenges with design, layout, and integrating automotive uses into a mixed-use development. He further stated staff was pleased with the layout and satisfied with the product and this was the reason for their recommendation of approval. The Applicant explained that the land uses remained the same as previously approved, and staff has done a great job explaining the changes. He emphasized the importance of considering how the development would look and feel as people walked and moved through it, rather than just from a high-level view. He highlighted the landscape, open space elements, and monument sign, which aligned with the architectural theme previously discussed and approved. He noted the administrative and design guidelines and the stipulations from 2022, were similar under the new proposal. He reminded the Commission, if staff felt the development was inconsistent with what was represented in the development booklet, staff would have to return for further approvals. He pointed out that the main concern of the Commission is the phasing plan. He acknowledged the concerns expressed by the Commission, particularly the fear that only the multifamily portion would be built while the rest of the site remained vacant. He explained the site plan locked in the specific locations

for multifamily, commercial, and hotel uses. He further explained stipulations required substantial conformance with the development booklet, meaning any deviations would require a new application and additional approvals from the City Council. The Applicant addressed further concerns about the automotive dealerships and clarified there were no restrictions preventing new dealerships from locating on the site, despite rumors to the contrary. He shared that an expert familiar with the automotive industry and state regulations was consulted and confirmed that several new dealerships could potentially be located on the site. He continued to explain the development phasing and described how Phase 1 would focus on horizontal improvements, including work along Arizona Avenue, Pecos Road, and the internal Loop Road. Additional infrastructure would also be included in Phase 1, as requested by a Commissioner who was not present. He stressed that horizontal improvements had to be completed before any vertical construction could begin. He explained that Phase 2 would include both horizontal and vertical improvements, such as commercial development along Arizona Avenue, multifamily development on the west side, and hotels to the south. He noted that while one of the hotels would go vertical during Phase 2, the second hotel would remain a finished pad, ready for future construction. He emphasized the importance of checks and balances throughout the development process and that council would retain oversight to ensure non-residential development proceeded as planned. He further stated the multifamily parcel to the west was already under contract, with interested parties ready to move forward once lending requirements were met. He also pointed out that significant changes had been made to the phasing plan since the last approval, resulting in an increase in non-residential development in the same phase as the multifamily construction. He reiterated the balance between government regulation and market forces, explaining that while they understood the concerns, they had worked hard to address them. He reminded the Commission of the stipulations and checks in place to prevent uncontrolled multifamily expansion and ensure phased development. He stressed that there was no desire for a vacant site, and the proposed plan would facilitate development while allowing for necessary oversight. He thanked the Commission and requested the recommendation for approval in accordance with staff's recommendation.

CHAIR HEUMANN presented statements regarding the relationship between government regulation versus market and how he has observed many areas undeveloped, and he wanted to ensure that things were done correctly. He has heard that Volkswagen is pulling out of Baseline and Arizona Avenue and tonight the Toll Brothers project is taking over the location of the Earnhardt Dealership and pointed out that most major dealerships are in clustering along the I-10, 101, Scottsdale, and the 202 on both sides of Gilbert Road. He pointed out the proposed is for one or two dealerships on a corner and asked why do the Applicants believe these dealerships would be successful.

BRENNAN RAY, APPLICANT stated the proposed site has strong freeway visibility and the location is situated between other dealership clusters in Chandler, Gilbert, and along I-10. He further stated there are dealerships that are unrepresented in these corridors and the

Applicants understand the location and demographics of the area and see this as a viable location for dealerships to be.

CHAIR HEUMANN asked what would happen if the dealerships never come to fruition due to market conditions or other reasons. He asked if the Applicant is prepared to come back before the Commission and propose another use and go through this process again.

BRENNAN RAY, APPLICANT confirmed if dealerships did not materialize that his client was prepared to return to the Commission, as per the stipulations.

CHAIR HEUMANN sought clarification on the phasing of the development. He asked with the multifamily, what would happen if phase 2 was completed with the multifamily units, but the hotel and retail components were not developed, leaving parts of the site unfinished. He presented concerns about the site being the last remaining site as the gateway to downtown. He is very concerned of the possibility of ending up with only multifamily housing and vacant land.

BRENNAN RAY, APPLICANT emphasized the high value of multifamily-zoned properties in Chandler and explained that such sites are few and far between. He mentioned speaking with several multifamily developers, all of whom expressed a desire to develop and this is why the Applicant has agreed to the Preliminary Development Plan (PDP) with included stipulations. He stated that he cannot make guarantees and presented statements regarding the housing shortage and mentioned the recent presentation to City Council, which highlighted the city's efforts in building housing units. He stated the Applicants have agreed to the PDP to ensure there was a system of checks and balances and offered to modify Stipulation no. 2. He stated the Applicant is willing to add sentence that says, "the PDP Application for parcel 4 cannot be filed until 75% of the non-residential uses in phase 2 have received a certificate of completion." He explained that addition not only requires a PDP, it puts a restriction on when the Applicant can file the PDP to begin.

CHAIR HEUMANN acknowledged the need for multifamily housing is widely recognized and that developers are ready to build. He then raised concerns about the 75% completion requirement, specifically referencing the hotel and some retail in the area. They questioned whether the project as a whole was being driven primarily by the multifamily component, asking for confirmation that this was the case for the entire parcel

BRENNAN RAY, APPLICANT confirmed that the project's demand is heavily influenced by the multifamily component as retailers are interested in the site due to the 800 units already entitled. He further stated they have been hesitant to move forward until the multifamily component is confirmed.

COMMISSIONER BARICHELLO pointed out that even if the multifamily component was in phase 4, there would be no guarantee that the commercial development would progress quickly, and it

could remain vacant for years. He emphasized that rooftops attract commercial development, referencing Chandler's growth pattern where multifamily residential projects have driven surrounding commercial accumulation. He mentioned if the multifamily portion did not move forward, there was no certainty that the commercial development would not be delayed for five or six years, and its progress was not necessarily contingent on the multifamily component.

VICE CHAIR KOSHIOL sought clarification regarding the two multifamily components in the latest proposal, noting the one on the west was for 400 units and asked if the maximum allowed on parcel 4, which would go through the PDP process, was also 400 units.

BRENNAN RAY, APPLICANT confirmed that both parcels were approved for a maximum of 400 units each. He stated there were 400 units on a max of 400 units on parcel 5, and a max of 400 units on parcel 4.

VICE CHAIR KOSHIOL asked which is the current approval under mixed-use and with the new proposed 75% of phase 2 non-residential, does the Applicant see that as being the commercial uses, or would that also include the hotel and is the 75% based on square footage of buildings.

BRENNAN RAY, APPLICANT confirmed the 75% would be calculated based on square footage. He suggested there is a strong incentive for the hotel to move forward, as the property owner's daughters are planning to build and operate the hotel and there are incentives for women-owned businesses and women-owned hotels. He mentioned there has been considerable interest in the retail component, with the design of the building already 60% complete. He further explained with the proposed horizontal improvements in phase 1, the multifamily development in phase 2, and the strong financial incentives for the hotel, the pieces are in place for the project to succeed. He mentioned Arizona Avenue as a road of regional significance, with heavy traffic, which is a critical factor in supporting commercial development.

CHAIR HEUMANN sought clarification on the size of the hotel and the retail space at the corner, particularly in terms of the 75% being measured by square footage. He asked what this percentage actually represents and understanding what constitutes 75% of the project would be helpful.

BRENNAN RAY, APPLICANT stated the hotel was approximately 60,000 square feet, the commercial space is slightly over 15,000 square feet, totaling 75,000 square feet and 75% of that total would be roughly 56,000 square feet.

CHAIR HEUMANN asked if this meant that the hotel could be built without the retail using the 75% calculation. He pointed out there would be no assurance on the retail being developed within the next two or three years due to market conditions.

BRENNAN RAY, APPLICANT confirmed under the proposed stipulation, the hotel could indeed be built first, with no immediate guarantee that retail development would follow. He stated if the Commission had suggestions he can discuss options with the Applicant.

COMMISSIONER SCHWARZER pointed out the text on the site indicated that there was 60% for retail sites with CDs completed, he asked which one of those paths on those retail sites are currently going through construction documentation.

BRENNAN RAY, APPLICANT presented an image and pointed out the detailed buildings identified in green labeled as buildings 2B, 2C, 2D, and 2E.

VICE CHAIR KOSHIOL asked if the Applicant would consider committing to 75% of the commercial retail, since it has already been established that one of the two hotels will be constructed in phase 2 as part of this proposal.

BRENNAN RAY, APPLICANT sought clarification asking if the Commission was suggesting 75% of the four buildings and stated that would be acceptable. He further stated the Applicant would suggest adding this at the end of Stipulation no. 2. He stated the revised Stipulation would indicate that a new PDP application for parcel 4 could not be filed until 75% of the Arizona Avenue commercial development is completed and add a requirement that one of the hotels, along with 75% of the commercial area, must be completed before any application can be submitted for the second multifamily phase. He stated the Applicant will work with staff, to refine the wording.

VICE CHAIR KOSHOL thanked the Applicant stating that she believes strongly that it is important to keep in mind the ultimate goals of this development while considering market conditions. She acknowledged that there could be market changes beyond the Applicant's control, but the residential and hotel components will be strong drivers for the retail development and hopefully, this will translate into success for future retail phases as well. She thanked the Applicant for their cooperation.

BRENNAN RAY, APPLICANT thanked the Vice Chair and Commission.

CHAIR HEUMANN thanked the Applicant and Confirmed there were no further questions or comments from the Commission.

Action Agenda Item No. 2 Motion and Vote

Rezoning

Move Planning and Zoning Commission recommend approval of Rezoning PLH24-0023 The District Downtown, Rezoning from Planned Area Development (PAD) for mixed used development including multi-family, office, and commercial uses as permitted under Community

Commercial (C-2) to PAD for mixed uses including multi-family, office, commercial uses permitted under the Community Commercial District (C-2) and automobile and truck sales with a Mid-Rise Overlay allowing for heights up to 120 feet, subject to the conditions as recommended by Planning staff.

Preliminary Development Plan
Move Planning and Zoning Commission recommend approval of Preliminary Development Plan PLH24-0023 The District Downtown for site layout and conceptual building architecture, subject to the conditions as recommended by Planning staff.
A separate Preliminary Development Plan application shall be required for the proposed multi-family on Parcel 4. The PDP application for Parcel 4 cannot be filed until one hotel and 75% of the commercial building (2-B, 2-C, 2-D, and 2-E along Arizona Avenue) in Phase 2 have received a Certificate of Completion.

Recommended Conditions of Approval:
Rezoning
Planning staff recommends Planning and Zoning Commission move to recommend approval of Rezoning from PAD for mixed used development including multi-family, office, and commercial uses permitted under Community Commercial (C-2) to PAD for mixed uses including multi-family, office, commercial uses permitted under the Community Commercial District (C-2) and automobile and truck sales with a Mid-Rise Overlay allowing for heights up to 120 feet, subject to the following conditions:

1. Development shall be in substantial conformance with the conceptual plans included in the Development Booklet, entitled, "The District Downtown" and kept on file in the City of Chandler Planning Division, in File No. PLH24-0023, 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 Chandler City Council.

2. Building heights shall not exceed 120 (one hundred and twenty) feet in height as measured to the top of parapet of the building façade.

3. Residential density shall be permitted up to a maximum density of forty (40) dwelling units per acre for Parcel 5 and seventy (70) dwelling units per acre for Parcel 4.

4. Uses permitted within the office buildings include general office and medical office. Medical office shall be contingent upon compliance with minimum parking requirements per Zoning Code section 35-1804 Parking Schedule.

5. Users for the automobile and truck sales shall be limited to franchise dealerships only. Franchise dealerships are those dealerships that (a) meet the definition of a "franchisee"

under A.R.S. 28-4301, (b) have received a New Motor Vehicle Dealer license from the Arizona Motor Vehicle Division to sell new vehicles, and (c) have the legal right to sell new vehicles to the public for a specific manufacturer or brand.

6. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting, to achieve conformance with City codes, standard details, and design manuals.

7. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

8. The developer shall be required to install landscaping in the arterial street median(s) adjoining this project. In the event that the landscaping already exists within such median(s) the developer shall be required to upgrade such landscaping to meet current City Standards.

9. The landscaping and all other improvements in all open-spaces shall be maintained by the property owner or property owners' association and shall be maintained at a level consistent with or better than at the time of planting.

10. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.

11. Minimum building setbacks shall be as follows:

Property Line Location	Minimum Building Setback
Arizona Avenue	30 feet
Pecos Road	30 feet
West	20 feet
South	10 feet

Preliminary Development Plan
Planning staff recommends Planning and Zoning Commission move to recommend approval of the Preliminary Development Plan, subject to the following conditions:

1. Development shall be in substantial conformance with the conceptual plans included in the Development Booklet, entitled, "The District Downtown" and kept on file in the City of Chandler Planning Division, in File No. PLH24-0023, 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 Chandler City Council.

Note: PDP Stipulation #2 was amended as a result of the Planning and Zoning's discussion during the regular meeting:

2. A separate Preliminary Development Plan application shall be required for the proposed multi-family on Parcel 4. The PDP application for Parcel 4 cannot be filed until one hotel and 75% of the commercial building (2-B, 2-C, 2-D, and 2-E along Arizona Avenue) in Phase 2 have received a Certificate of Completion.

3. In the event that a different use, other than automobile and truck sales, proposes to develop on Parcel 1, a separate Preliminary Development Plan application will be required.

4. As part of the Administrative Design Review process, where staff determines the proposed site improvements do not achieve a high-quality interconnected mixed-use development, the request may be reverted to Council for approval of a revised Preliminary Development Plan.

5. As part of the Administrative Design Review process, where staff determines that the proposed building design does not achieve a high-quality architectural design as rendered in exhibits within the Development Booklet, the request may be reverted to Council for approval of a revised Preliminary Development Plan.

6. Phase 1 shall include all off-site improvements, landscaping along Arizona Avenue and Pecos Road, and internal drive through the site, as depicted in the Phasing exhibit.

7. The development shall be in compliance with current Commercial Design Standards and Parking Schedule, unless indicated within the "The District Downtown" development booklet.

8. Tree-lined sidewalks connecting all uses within the development shall be provided.

9. A minimum of one passenger loading area shall be provided for each multi-family parcel, office, and one for each commercial parcel.

10. Electric vehicle charging stations shall be provided in each commercial parcel and a minimum of two electric vehicle charging stations shall be provided per residential building.

11. All roof-mounted mechanical equipment shall be fully screened on all sides by top of parapet. Said screening shall be architecturally integrated with the building.

12. The developer shall provide a porte cochère at the entrance of each hotel.

13. 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.

14. Landscaping plans (including for open spaces, rights-of-way, and street medians) and perimeter walls shall be approved by the Planning Administrator.

15. Fifty percent of the trees planted along Arizona Avenue and Pecos Road shall be a minimum of 36-inch box and 12-feet in height at the time of planting.

16. The mesquite tree species shall be replaced with another species from the City approved low-water use plant list.

17. Except as shown in the Development Booklet, all signs shall comply with Chapter 39, Sign Code, of the Chandler City Code.

18. The proposed digital monument sign shall only be utilized by the permitted automobile and truck dealerships on Parcel 1.

19. Signage shall be designed in coordination with landscape plans, planting materials, storm water basins, site contours, utility pedestals, and other site appurtenances or features so as not to create problems with sign visibility or prompt the removal of required or proposed landscaping. Building signage shall be architecturally coordinated with the respective façade.

20. The monument sign's sign panels shall have an integrated or decorative cover panel until a tenant name is added to the sign.

21. The site shall be maintained in a clean and orderly manner.

VICE CHAIR KOSHIOL moved to approve Action Agenda Item no. 2 of the September 18, 2024, Regular Planning and Zoning Commission Meeting with stipulations presented by staff, including modified PDP Stipulation No. 2; Seconded by COMMISSIONER GOLLA.

CHAIR HEUMANN confirmed there were no further questions or comments from the Commission and stated that he would be voting no on the project. He explained that he has been involved with the city for a long time and has seen this project returned in many different variations and he did not think that auto dealerships are an appropriate land use at this location being the gateway to downtown.

Motion carried (5-1), Chair Heumann dissenting.

CHAIR HEUMANN asked staff when this item would be go before the City Council.

LAUREN SCHUMANN, PRINCIPAL PLANNER stated that this item is due to go before City Council on October 17, 2024.

Member Comments/Announcements

DAVID DE LA TORRE, PLANNING MANAGER expressed gratitude to Ben Cereceres for his service to the City of Chandler. He announced that Ben was leaving the city and heading to San Diego. He also introduced Alyssa Siebers, a new associate planner to the Commission, he stated that Alyssa had previously interned with Maricopa Association of Governments.

CHAIR HEUMANN wished Ben Cereceres best of luck in San Diego and welcomed new associate planner, Alyssa Siebers, to the team.

Calendar

The next regular meeting will be held on Wednesday, October 16, 2024, in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona.

Adjourn

The meeting was adjourned at 5:50 p.m.

Kevin Mayo, Secretary

Rick Heumann, Chair

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. MS 24-056

Date: December 09, 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 November 2024

Background/Discussion

On November 7, 2022, City Council approved 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 administratively approved. 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 – November 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.: 4693
Subject: State Legislative Representation Services
Contractor: Policy AZ, LLC
Value: $78,000.00
Notes: Provides for legislative representation services at the state level.

Agreement No.: CM4-918-4679
Subject: Federal Legislative Representation Services
Contractor: Thorn Run Partners, LLC
Value: $90,000.00
Notes: Provides for legislative representation services at the federal level.

Agreement No.: AI2401.101
Subject: Runway 4R/22L Extension Community Impact Study
Contractor: C&S Engineers, Inc.
Value: $97,990.00
Notes: Preliminary research, project definition & study programming conceptual design of runway extension, economic analysis outreach materials development community engagement, information sharing & feedback loop, ongoing community partnership plan & implementation support.

Agreement No.: ST2203.271
Subject: Boston Street Improvements
Contractor: Ardurra Group, Inc.
Value: $49,270.00
Notes: Post design services for Boston Streetscape Improvements, Arizona Avenue to California Street.

Agreement No.: ST2301.201
Subject: Armstrong Way and Hamilton Street Improvements
Contractor: EPS Group, Inc.
Value: $70,892.85
Notes: Contract modification #2 for additional design and permitting services related to the development of a collector street located at Armstrong Way/Hamilton Street.

Agreement No.: ST2408.201
Subject: Deannexation Legals
Contractor: Entellus, Inc.
Value: $73,449.20

Notes: Land surveying services including field work and base map generation for the preparation of legal description documents to facilitate annexations and de-annexations in 6 areas around the city.

Agreement No.: WA2105.452
Subject: Frye Road Water Production Facility Rehabilitation – CM Services
Contractor: Water Works Engineers, LLC.
Value: $95,994.38
Notes: Construction management services including weekly meetings, CPM schedule, requests for information, shop drawing submittals, field directives, construction inspections, and project closeout.

Contracts or Agreements with Significant (+50%) Price Changes Valued Between $50,000 and $99,999

Agreement No.:
Subject:
Contractor:
Value:
Notes: