



**CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT**

Annual Airport Pavement Maintenance

**Project No. AI2502.401
Council Date: July 17, 2025**

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this ____ day of _____ 2025 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and SDB, Inc., an Arizona corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC2402.401 ("JOC Master Agreement"). City and JOC Contractor may be referred to individually as "Party" or collectively as "Parties").

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

RECITALS

A. On or about February 5, 2024, the Parties entered into the JOC Master Agreement, which terms and conditions are made a part of and incorporated into this Job Order Project Agreement by this reference.

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

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

ARTICLE 1. DESCRIPTION OF WORK

The Parties enter into this Job Order Project Agreement for the Annual Airport Pavement Maintenance, Project Number AI2502.401. The scope of work consists of pavement maintenance of three apron areas including the asphalt portion of the east side of the heliport, FBO taxi lane, and north terminal ramp as set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

The JOC Contractor will not accept any change of scope, or change in Agreement provisions, unless issued in writing, as an Agreement amendment or change order and signed by the authorized signatories for each party.

Performance and Payment Bonds, as set forth in **Exhibit “C”** and **Exhibit “D”** respectively attached hereto and incorporated herein by reference, will be due prior to execution of each Job Order Project Agreement in the full amount of each Job Order.

At project completion, JOC Contractor must complete Contractor's Affidavit Regarding Settlement of Claims and Certificate of Completion, as set forth in **Exhibit “E”** and **Exhibit “F”** respectively attached hereto and incorporated herein by reference.

ARTICLE 2. PROJECT PRICE

City will pay JOC Contractor for completion of the Work in accordance with the JOC Master Agreement a fee not to exceed the Guaranteed Maximum Price of \$222,589.22 Dollars determined and payable as set forth in JOC Master Agreement and **Exhibit “B”** attached hereto and made a part hereof by reference.

ARTICLE 3. AGREEMENT TIME & SCHEDULE

JOC Contractor agrees to complete all Construction within 90 calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. JOB ORDER CONTACTS

The following parties serve in the capacity below for this Job Order Project.

CITY:	Construction Project Manager: Raymond Potts	
	Phone:	480-782-3326
	Email:	Raymond.Potts@chandleraz.gov
JOC CONTRACTOR:	SDB, Inc.	
	1001 South Edward Drive, Tempe, AZ 85281	
	JOC Contractor Representative: Salvador Encinas	
	Phone:	480-967-5810
	Email:	Sal.encinas@sdb.com

ARTICLE 5. FORCED LABOR OF ETHNIC UYGHURS PROHIBITED

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

SIGNATURE PAGE TO FOLLOW

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

"CITY" CITY OF CHANDLER

**"JOC CONTRACTOR"
SDB, INC.**

MAYOR

Salvador Encinas June 12, 2025
Signature Date

RECOMMENDED BY:

Salvador Encinas
Print Name

Daniel Haskins June 12, 2025
Daniel Haskins, P.E.
CIP City Engineer

SR JOC PM
Title

APPROVED AS TO FORM:

sal.encinas@sdb.com
Signer Email Address

City Attorney 

ATTEST:

City Clerk Seal

EXHIBIT A
SCOPE OF WORK



SDB, Inc
1001 S. Edward Dr
Tempe, AZ 85281
480-967-5810

Exhibit A: Scope of Services

CUSTOMER:	City of Chandler	BID DATE:	5/19/2025
ADDRESS:	2380 S. Stinson Way	PROPOSAL NO.:	20-14-0002
CITY, STATE & ZIP:	Chandler, AZ 85286	PROPOSAL TYPE.:	JOC
JOB DESC.:	CoC Airport Pavement Crack Seal Rev 2	ARCHITECT/ ENGINEER:	N/A
CONTACT:	Raymond Potts	PLANS DATED:	N/A

(List Project Scope)		SUB	SDB	Cost
1	General Conditions	\$ -	\$ 42,892.26	\$ 42,892.26
2	General Requirements	\$ -	\$ 3,819.70	\$ 3,819.70
3	Asphalt Crack Sealing - Cactus Asphalt	\$ 123,000.00	\$ -	\$ 123,000.00
		Subtotal Excluding Optional Scope-		\$ 169,711.96
		Total Excluding Optional Scope-		\$ 169,711.96

CoC Airport Pavement Crack Seal Rev 2

CC	DESCRIPTION	Each	Mths	Wks.	Hours	Labor Rate	Labor \$	Rate	Material \$	Sub \$	Equip \$	Total
	CONSTRUCTION PROJECT MANGEMENT											
01-3105	Project Manager	0.3	1.2	6	72	\$125.02	\$ 9,001					\$ 9,001
01-3120	Superintendent	1	1.2	6	240	\$108.44	\$ 26,026	\$ -	\$ -			\$ 26,026
01-3130	Foreman	0.5	1.2	5	102	\$77.11	\$ 7,865					\$ 7,865
	CONSTRUCTION PROJECT MANAGEMENT SUBTOTAL				414		\$ 42,892		\$ -			\$ 42,892
01-0200	SITE FACILITIES											
01-0200	Job Photos	1	2.0					\$200.00	\$ 400			\$ 400
01-0200	Project Housekeeping	1	1.2		38	\$72.15	\$ 2,742					\$ 2,742
01-0200	SITE FACILITIES SUBTOTAL						\$ 2,742		\$ 400	\$ -	\$ -	\$ 3,142
01-0625	SMALL TOOLS & CONSUMABLES											
01-0625	Small Tools	452						\$ 2	\$ 678			\$ 678
01-0625	SMALL TOOLS SUBTOTAL						\$ -	\$ 2	\$ 678	\$ -	\$ -	\$ 678
	TOTALS				38		\$ 2,742		\$ 1,078	\$ -	\$ -	\$ 46,712
										CHECK		\$ 46,712

EXHIBIT B
FEE SCHEDULE

EXHIBIT "B"**JOB ORDER COST PROPOSAL
SUMMARY SHEET****AI2502.401 - Annual Pavement Maintenance**

Negotiated Prices		
Price of Subcontractor(s)	\$	123,000.00
Price of Subconsultant(s)	\$	-
General Conditions	\$	46,711.96
Preconstruction Labor (if applicable)	\$	-
Construction Labor (if applicable)	\$	-
SUBTOTAL (NEGOTIATED PRICES):		\$ 169,711.96
Overhead and Profit (Coefficient per Job Order Master Agreement)	10.00%	\$ 16,971.20
TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		\$ 186,683.16
Insurance, Bonds, & Taxes		
Sales Tax Percentage (Current Tax Rate) ENTER TAX % HERE:	5.07%	\$ 9,775.65
General Liability Insurance Percentage (Actual Cost per Job Order)	1.50%	\$ 2,800.25
Builder's Risk Insurance Percentage (Actual Cost per Job Order)	0.75%	\$ 1,421.13
Payment Bond (Actual Cost per Job Order)	1%	\$ 1,909.05
Performance Bond (Actual Cost per Job Order)	Included Above	\$ -
SUBTOTAL (INSURANCE, BONDS, & TAXES):		\$ 15,906.07
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		\$ 202,589.22
City's Allowance (Typically 10%) (Includes Tax Rate Above in Allowance)		\$ 20,000.00
TOTAL JOB ORDER:		\$ 222,589.22

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

EXHIBIT C

PERFORMANCE BOND

ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Agreement amount)

KNOW ALL MEN BY THESE PRESENTS THAT: _____

(hereinafter "Principal"), and _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____(hereinafter "Obligee") in the amount of _____ (Dollars) (\$_____), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated the _____ day of _____, 20__ for construction of **Annual Airport Pavement Maintenance, Project No. AI2502.401** which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all the undertakings, covenants, terms, conditions and agreements of the Agreement during the original term of the Agreement and any extension of the Agreement, with or without notice of the Surety, and during the life of any guaranty required under the Agreement, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the Agreement that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this bond may recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20__.

AGENT OF RECORD

PRINCIPAL

SEAL

By _____

SURETY

SEAL

Project Name: Annual Airport Pavement Maintenance
Project No.: AI2502.401
Rev. 1/16/2024

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EXHIBIT D

PAYMENT BOND

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Agreement amount)

KNOW ALL MEN BY THESE PRESENTS THAT: _____

(hereinafter "Principal"), as Principal, and _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____ (hereinafter "Obligee") in the amount of _____ (Dollars) (\$_____), for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated the _____ day of _____, 20__ for construction of **Annual Airport Pavement Maintenance, Project No. AI2502.401** which Amendment is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said Agreement, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this bond may recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20__.

AGENT OF RECORD

PRINCIPAL SEAL

By _____

SURETY SEAL

AGENT ADDRESS

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **Annual Airport Pavement Maintenance**

Project No.: **AI2502.401**

To the City of Chandler, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$_____, as set out in the final pay estimate, as full and complete payment under the terms of the Agreement, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Chandler against any and all liens, claims or liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____ 20_____.

CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____ 20_____.

Notary Public

My Commission Expires

EXHIBIT F

CERTIFICATE OF COMPLETION

Project: **Annual Airport Pavement Maintenance**
Project No.: **AI2502.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **AI2502.401** HAVE BEEN DELIVERED IN ACCORDANCE WITH THE AGREEMENT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE AGREEMENT HAVE BEEN COMPLETED AS OF _____.
(Date)

FIRM NAME: _____

PRINCIPAL: _____
(Name)

(Signature)

(Title) DATE: _____

CERTIFIED BY ENGINEER/CONSULTANT (IF APPLICABLE):

(Signature) DATE: _____

(Firm Name)

PROJECT ACCEPTED BY USER DEPARTMENT

(Signature) DATE: _____

(Dept. /Div.)

_____ Date of Final Walk-Through

_____ Date As-Built Received

_____ City As-Built Number

EXHIBIT G

SUBCONTRACTOR DOCUMENTS WITH JOC CONTRACTOR

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

all scope and attended site walk



To:	SDB Contracting Services	Contact:	
Address:	1001 S. Edward Dr.	Phone:	(480) 967-5810
	Tempe, AZ 85281	Fax:	(480) 967-5841
Project Name:	Chandler Airport A12502.401 Annual Pavement Maintenance	Bid Number:	
Project Location:	Chandler Airport, Chandler, AZ	Bid Date:	4/4/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	CRACK SEALING: Cracks 1/4" And Wider Will Be Cleaned, Blown Out With Compressed Air And Then Sealed With Hot-Applied Polymer Sealant.	25,000.00	LB	\$1.55	\$38,750.00
2	MASTIC: Cracks 1" And Wider Will Be Cleaned, Blown Out With Compressed Air And Then Sealed With Mastic Sealant.	25,000.00	LB	\$2.55	\$63,750.00
Total Price for above Items:					\$102,500.00
Alt. 1 - Heliport East Side					
1	CRACK SEALING: Cracks 1/4" And Wider Will Be Cleaned, Blown Out With Compressed Air And Then Sealed With Hot-Applied Polymer Sealant.	5,000.00	LB	\$1.55	\$7,750.00
2	MASTIC: Cracks 1" And Wider Will Be Cleaned, Blown Out With Compressed Air And Then Sealed With Mastic Sealant.	5,000.00	LB	\$2.55	\$12,750.00
Total Price for above Alt. 1 - Heliport East Side Items:					\$20,500.00
Total Bid Price:					\$123,000.00

Notes:

- Standard Terms and Conditions to follow.
- All work quoted above is scheduled on an "as available" basis unless otherwise stated. Cactus encourages customers to verify start dates as soon as possible and realize that schedule issues and or changes on your project may mean you will be moved back to our next available date behind other customers who have met their intended schedule. **Your project will not be formally scheduled without a binding letter of intent or a formal contract.** We apologize for any inconvenience, but we value our relationships with all customers.
- All scheduling contingent upon mutual agreement of Owner and Cactus Asphalt.
- Prices above based on completing each task in one mobilization. If an additional mobilization is required, charges may apply.
- Quoted prices are valid for 14 days unless otherwise noted, PO or letter of intent to award required to lock pricing past 14 days. Final material pricing expires 3 months from quote date with PO or LOI.
- Cactus is not responsible for notification, nor removal of vehicles and property from work areas.
- Cactus will require this proposal with exclusions be included in any contractual agreement.
- Unit prices above include all applicable State, County & City taxes for contracting.
- In the event that quantities differ from above, billing will reflect agreed upon measured quantities.
- **EXCLUSIONS (Unless Otherwise Specified):** Bonds, Permits, Plans, Engineering, Survey, Staking, Traffic Control, Construction Water, As-Builts, Testing, Inspection, Clear & Grubb, Grading, Landscape Repairs, Weed Killer, Crack Routing, Crack-Sealing, Curb Line/Joint Sealing, Asphalt Patching, ABC, Landscape Materials, Vegetation Replacement, Preservative Seals, Prime Coats, Concrete Structures, Irrigation/Pipe Work, All Underground Items, Utility Removal or Relocation, Drywells, Rip/Rap, Structural Backfill, Striping, Curb Painting, New Signage, Parking Bumpers Removal or Replacement, Import, Export, Excavation, Subgrade Stabilization, Removal of Debris Generated by Other Trades, Erosion Control, SWPPP, Thickened Pavement Edge, Project Information Sign And Any Special Insurance Requirements.



To:	SDB Contracting Services	Contact:	
Address:	1001 S. Edward Dr. Tempe, AZ 85281	Phone:	(480) 967-5810
		Fax:	(480) 967-5841
Project Name:	Chandler Airport A12502.401 Annual Pavement Maintenance	Bid Number:	
Project Location:	Chandler Airport, Chandler, AZ	Bid Date:	4/4/2025

- Asphalt materials pricing is based on the current months ADOT index for Bituminous materials. There are strong indicators that there will be significant increases in asphalt prices going forward. Adjustments to the quoted prices for paving items will be made and finalized 14 days prior to the time of scheduled paving operations with appropriate notification, documentation and communication.
- AZROC 194430-A General Engineering
- As of February 2023 Cactus Asphalt, Southwest Slurry Seal and American Pavement Preservation of Nevada have merged under one banner to form one of the largest and premier pavement preservation groups in the Southwest. If you have received a bid or proposal from Cactus Asphalt, Southwest Slurry Seal and/or American Pavement Preservation of Nevada for the same project, please contact us immediately and deem the second and third proposal "non-responsive".
- The elimination of any existing drainage problem or reflective cracking is neither intended nor guaranteed when providing slurry and micro sealing services.
- Power steering marks are normal and should not be cause for undue concern on slurry and micro surfacing pavement treatments.

Terms and Conditions: Due to the complex nature of private utility locating, please review the agreement: Cactus Asphalt will consider our performance in any claim that may arise. We are not responsible for any nonconductive line. (Non-Metallic, PVC, Water Line, Etc.) We are not responsible for any conductive lines with no accessible connection point. We are not responsible for conductive lines that do not appear on blueprints, maps, or as-builts provided by customer. We are not responsible for locating lines where no blueprints, maps, or as-builts provided are by customer prior to locating. Cactus Asphalt is not responsible for any damages related from Blue Stake Ticket Services. Owners/Clients are reminded that per AZ One Call Law, AZ Blue Stake Center must be notified, and all affected utility owners must respond prior to commencement of excavation.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Cactus Asphalt Authorized Signature: _____ Estimator: Thomas Mucenski
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Paving • Seal Coating • Crack Sealing • Patching • Chip Sealing • Fabric Overlay • More

Contractors Licenses: AZ – 194430 • NV – 0040581 • NM – 022995 • UT – 944049-5501

† 623-907-2800 † 623-907-2900 cactusasphalt.com 8211 W. Sherman St. Tolleson, AZ 85353

TERMS AND CONDITIONS

GENERAL

Owner shall timely notify Cactus Asphalt (Cactus) in writing when the premises will be ready for work to commence, and shall give unobstructed access to all areas where work is to be done. Any necessary towing and costs of delays shall be the responsibility of the owner.

Cactus is not responsible for any utility lines (water, electric, sprinkler, communications, cable, etc.) which may lie within eighteen inches (18") of the surface. Owner is responsible for supplying all known layouts of any such utility lines which are known to exist. Cactus is not responsible for damage to undisclosed, unknown or improperly placed lines.

If Cactus encounters any different site condition or concealed condition, including but not limited to underground utilities, debris, ground water, underground storage tanks, hazardous material, "hard dig" soils, or any material or substance regulated by federal, state, local law, ordinance, or regulation, any other environmental, health or safety issue, or concern, or other conditions, that were unknown to Cactus before submission of this Proposal, the contract price shall be equitably adjusted to compensate Cactus for any additional work performed or damages incurred as a result of any such conditions. At Cactus' sole discretion, Cactus may stop all work on the project, until the parties have reached an agreement, in writing, concerning any such equitable adjustment, and Cactus shall have no obligation to perform any work which, as determined by Cactus, directly or indirectly involves any environmental, health or safety risk or hazard.

The Owner is responsible for ensuring that all surfaces are kept in a condition acceptable to the application of the agreed upon product. This includes ensuring that all automatic sprinklers that may place water on the surface are turned off. Any delay caused by failure to perform the above may result in additional expense to the owner.

Cactus is not responsible for ponding water where grade is less than 2%.

Owner is to provide a water source that is acceptable to Cactus and is sufficient for performing the work.

Cactus is fully licensed and insured. All Cactus employees are covered by Worker's Compensation Insurance.

Unless otherwise agreed in writing, the prices contained within this agreement do not include the costs of permits or bonds.

WARRANTY

All work performed by Cactus is covered by a one year warranty on workmanship. Normal wear and tear, abuse, weather, and other acts of God are excluded.

PAYMENT AND TAXES

By law, taxes may only be waived upon receipt of a valid exemption certificate. Taxes are determined in accordance with the jurisdiction where the work is performed. The owner is responsible for payment of all taxes.

Unless otherwise stated within this agreement, all payment is due upon transmittal of invoice. In addition to other terms contained elsewhere in this proposal, Owner agrees to pay a service charge at the rate of 2% per month on all accounts that become 10 days past due. All costs of collection, as well as attorney's fees, will be added to the balance and interest due.

Cactus reserves the right (without further notice) to suspend or terminate this agreement if work is stopped for 30 or more days because of a failure to make progress payments or other delay not caused by Cactus. In such event Cactus reserves the right to recover payment for all work performed, including reasonable overhead, profit and damages under the contract.

This agreement shall be governed by and construed in accordance with Arizona law, and any lawsuit or arbitration arising from this agreement must be filed in Maricopa County, Arizona. If any provision of this agreement is determined invalid or unenforceable by a court of competent jurisdiction, that provision alone will be deemed stricken and the remainder of the agreement will be enforced.

Any dispute arising from this agreement, not timely resolved after good faith negotiation, will be submitted, at Cactus's sole discretion, to mediation, binding arbitration, or litigation in state court. If mediation is elected, its completion is an express condition precedent to Cactus's election of binding arbitration or state court litigation. If Cactus elects arbitration, the arbitration will be governed by and conducted in accordance with the Arizona Revised Uniform Arbitration Act at A.R.S. §12-1501, et seq.

A property owner has the right to file a written complaint with the Arizona Registrar of Contractors for an alleged violation of A.R.S. § 32-1154(A). Any such complaint must be filed within the applicable time period set forth in A.R.S. § 32-1155(A). The Registrar's phone number is (602) 542-1525, and its website address is <http://www.azroc.gov/>.

scope and did not attend job walk



9299 W. Olive Ave.
Suite 304
Peoria, AZ 85345

www.copperstatepavement.com - (623) 473-9011 AZ ROC334820 - NM ROC410812

To:	SDB Contracting Services	Contact:	Eric Hoffman
Address:	1001 S. Edward Drive. Tempe, AZ 85281	Phone:	(480) 317-5714
		Fax:	
Project Name:	City Of Chandler - Airport Pavement Crackseal	Bid Number:	25-0115
Project Location:	2380 S Stinson Way, Chandler, AZ	Bid Date:	4/10/2025

Item #	Item Description	Estimated Quantity	Unit
10	"FBO Throat" - Crack Seal & Sealcoat (PMM - 2 Coats)	33,668.00	SF
20	"Heliport Eastside" - Crack Seal & Sealcoat (PMM - 2 Coats)	78,945.00	SF
30	"North Terminal Apron" - Crack Seal & Sealcoat (PMM - 2 Coats)	264,959.00	SF

Total Bid Price: \$73,201.49

Notes:

• **Exclusions:**

- **Sales Tax:** Sales tax on materials or services, unless explicitly specified.
- **Liquidated Damages:** Penalties or damages related to project delays or missed deadlines.
- **Compaction Testing:** Compaction testing and related quality assurance measures.
- **Surveying Services:** Surveying, staking, or layout services.
- **Quality Assurance (QA/QC):** Testing and inspections related to Quality Assurance/Quality Control.
- **Permits and Fees:** Costs associated with acquiring necessary regulatory approvals.
- **Construction Water:** Supply, transportation, and management of water on-site.
- **Overtime Labor:** Overtime labor costs unless pre-approved in writing.
- **Crew Standby:** Idle time or crew standby costs caused by delays not attributable to our operations.
- **Concrete Replacement:** Removal, disposal, and replacement of damaged or failed concrete.
- **Material Screening:** Screening or processing of native materials to meet specifications.
- **SWPPP:** Implementation and monitoring of the Stormwater Pollution Prevention Plan (SWPPP).
- **Structural Excavation/Backfill:** Excavation or backfill specific to structures (e.g., stem walls, screen walls, retaining walls).
- **Hard Dig Operations:** Excavation requiring specialized equipment or processes for hard dig materials.
- **Vapor Barriers:** Installation of vapor barriers.
- **Third-Party Delays:** Delays caused by other contractors or parties on-site.
- **Striping & Signage**
- **uNAggregate Base Course (ABC):** Furnishing, placing, and compacting ABC beneath building pads & Concrete.
- **Hazardous Soils:** Removal of hazardous soils.
- **Traffic Control:** Design, furnishing, installation, maintenance, and removal of traffic control measures, including barricades, signage, and flagging.
- **Unspecified Items:** Any items, tasks, or services not explicitly described in this proposal.

- **Clarifications:**
 - **Material pricing is based on current market values and is subject to change. Proposal pricing is valid for 30 days from the proposal date.**
 - **This proposal includes 1 Mobilization. Any additional mobilizations required beyond the scope of this proposal will incur a charge of \$1,500.00 each.**
 - **Project schedule is based on a standard workweek of five 8-hour workdays. Any adjustments or overtime requirements may have an impact on the project timeline and costs.**
 - **The pricing provided assumes the Car Ports will be installed after the asphalt pavement is completed. Should the Car Ports be installed prior to paving, this may impact on the overall project cost and timeline. Any additional costs or delays associated with this adjustment will need to be addressed separately.**
 - **Pricing is based on the most efficient and proficient method of conducting work, as agreed upon by both parties. Any changes to the agreed-upon approach may affect pricing and timelines.**
 - **Dust control measures necessary for our scope of work are included in this proposal.**
 - **Labor, materials, and equipment required to complete the scope of work are included in this proposal.**
 - **This proposal is based on the reuse of onsite materials as needed to complete the scope of work.**
 - **Project Based upon the reuse of onsite materials for Structural Fill & Engineered Fill.**
 - **Pricing is based upon the Documents and Quantities provided.**

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Copper State Pavement, Inc. Authorized Signature: _____ Estimator: Zachary Armstrong 602-245-4548 zarmstrong@copperstatepavement.com
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WEEMSASPHALT

602.560.3535

5009 EAST WASHINGTON STREET SUITE 200
PHOENIX, ARIZONA 85034

AZ ROC #324338 | AZ ROC #324339

WE DRIVE ON
OUR REPUTATION.

WEEMSASPHALT.COM

To:	SDB Contracting Services	Contact:	Mark D. Creason
Address:	1001 S Edward Drive Tempe, AZ 85281 USA	Phone:	(480) 967-5810
		Fax:	
Project Name:	Chandler Airpark - Crack Seal	Bid Number:	2025-0593
Project Location:	2380 S Stinson Way, Chandler, AZ	Bid Date:	4/4/2025

Item Description	Estimated Quantity	Unit	Total Price
<u>Crack Sealing (FBO Throat, North Terminal Apron, Heliport East Side):</u>	1.00	LS	\$257,100.00
- Prep And Clean Existing Cracks. - Provide Low-Profile Barricades Around Perimeter Of Work Area. - Crack Seal Existing Cracks 1/4" To 4"+ With A Hot Rubberized Crack Sealant Using Crafcro Poly Flex III Or Equivalent (Includes Areas Adjacent To Curbs/sidewalks/gutters) (Alligatored Cracking Areas Are Excluded). - Work Is Based On Being Performed During Normal Daytime, Weekday Hours Monday-Friday. - Approximate Square Yardage - 42,000.00			
<u>Crack Sealing (Heliport Alternate Area):</u>	1.00	LS	\$29,400.00
- Prep And Clean Existing Cracks. - Provide Low-Profile Barricades Around Perimeter Of Work Area. - Crack Seal Existing Cracks 1/4" To 4"+ With A Hot Rubberized Crack Sealant Using Crafcro Poly Flex III Or Equivalent (Includes Areas Adjacent To Curbs/sidewalks/gutters) (Alligatored Cracking Areas Are Excluded). - Work Is Based On Being Performed During Normal Daytime, Weekday Hours Monday-Friday. - Approximate Square Yardage - 4,000.00			
Total Bid Price:			<u>\$286,500.00</u>

Notes:

- Due to the current volatility of petroleum based products (liquid asphalt binder) and other materials required to perform our work, this proposal is valid for 30 days from the proposal date.**
- EXCLUSIONS (Unless Otherwise Stated):**
Liquidated Damages, Permits, Bonds, Sales Tax, Retention of Monies, Fees, Plans, Engineering, Survey, Testing, Staking, Irrigation Repairs, Landscaping, Notifications, As-builts, Utility Adjustments, Compaction Testing, Weed Abatement, Any Pre-Existing ADA Compliance Issues, Hard Dig (Caliche), Traffic Control, Prime Coat, Davis Bacon & Prevailing Wages, Track-out rock and devices, SWPPP, Plant Opening Fees, Loop Detectors, Removal of Petro-Mat, Owner Controlled Insurance Program (OCIP), Contractor Controlled Insurance Program (CCIP), Damage to utilities buried less than 18 inches below subgrade.
- General Conditions:**
 - To ensure the best quality and efficiency for your project, vehicles and trailers shall be coordinated and relocated by Owner prior to starting our work. If vehicles/trailers are in our work area on the scheduled date(s) work is performed, Owner will be charged \$75.00 per each vehicle/trailer relocated.
 - Work area shall be free from standing water before starting work and remain free of water until the completion of the work. This includes automatic sprinklers or any other water source on or around the property.
 - To ensure a safe project for all, the designated work area shall remain closed to vehicular traffic until contractor approves opening area to traffic.
 - Owner shall provide reasonable access to water source.
 - Additional charges may be applied resulting from circumstances beyond the control of Weems Asphalt which prohibit work from being completed as scheduled. Including, but not limited to other Contractors performing unrelated work, vehicles in work area, water from sprinklers or other fixtures, etc.
 - This proposal is based on performing the work during normal business hours.
 - Customer/Owner is solely responsible for maintaining subject property in full compliance regarding Americans With Disabilities Act (ADA) Federal and State Laws. Customer/Owner agrees to indemnify and hold Weems Asphalt harmless from and against any and all liability, claims, expenses or damages, including attorneys' fees, relating in any way to ADA requirements or issues.

• **Terms & Conditions:**

- 1. Proposal Valid for 30 Days. Weems Asphalt's proposal is valid for a period of 30 days from issuance. Should Customer award a contract after that period, Weems Asphalt may reasonably adjust its proposed work, time and price for Customer's acceptance.
- 2. Commercially Reasonable Contract Form. Weems Asphalt conditions its proposal on the Customer's agreement to a mutually acceptable and commercially reasonable contract form incorporating the terms set forth herein. Commercially reasonable contract forms include those published by ConsensusDocs, see www.consensusdocs.org.
- 3. Prompt Payment and Lien Waivers. Customer shall make prompt payment of the contract price to Weems Asphalt in accordance with the requirements of ARS 32-1129.01. Customer shall furnish lien waivers with its applications for payment in accordance with ARS 33-1008(D).
- 4. Relief for Excusable and Compensable Delays and Impacts and Unforeseen Conditions. Weems Asphalt shall not be responsible for damages to Customer and Weems Asphalt shall be entitled to an equitable adjustment of the contract time resulting from delays and impacts not within the reasonable control of Weems Asphalt. Weems Asphalt shall be entitled to equitable adjustments in the contract time and the contract price resulting from delays and impacts caused by Customer or its agents and for unforeseen conditions.
- 5. Warranty. Weems Asphalt shall warranty its materials and workmanship for a period of one (1) year from the date of substantial completion of Weems Asphalt's work. Weems Asphalt shall not be responsible for damage or defects in its completed work caused by Customer or others.
- 6. Indemnity and Insurance. Weems Asphalt shall indemnify Customer for any third-party claims, damages or expenses to the extent caused by the negligent performance of Weems Asphalt's work by Weems Asphalt. Weems Asphalt shall have no obligation to indemnify Customer to the extent such claims, damages or expenses are caused by Customer or anyone other than Weems Asphalt. Weems Asphalt shall furnish Customer with its Certificate of Insurance current as of the time of contract and shall, if requested by Customer, name Customer as an additional insured of its policy of commercial general liability insurance by endorsement reasonable acceptable to Weems Asphalt and its insurer.
- 7. Mutual Waiver of Consequential Damages and Limitation of Liability. Neither Weems Asphalt nor Customer shall be liable to the other for any consequential damages. Except for damages covered by Weems Asphalt's insurance or within the scope of Weems Asphalt's obligations of indemnity for third-party claims, Weems Asphalt shall not be liable to Customer for damages, expenses or fees in excess of the contract price actually paid by Customer.
- 8. Dispute Resolution. Weems Asphalt and Customer shall endeavor to resolve any claims and disputes between them through negotiation or privately administered mediation. Any actions brought to enforce the contract and/or claims arising from the contract or the work of Customer's Project shall be brought in Maricopa County Superior Court.

Payment Terms:

NET 15 DAYS

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Weems Asphalt Authorized Signature: _____ Estimator: Russ Short 480.997.0574 rshort@weemsasphalt.com
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EXHIBIT H

BUILDERS RISK INSURANCE

Certificate Of Completion

Envelope Id: F213A97E-9635-408E-B7ED-F68101A4E5D1

Status: Sent

Subject: **Council item** AI2502.401 (c7.17) Annual Airport Pavement Maintenance

EDMS Application: PWU_CAPITAL_PROJECTS_CONTRACT_MANAGEMENT

Source Envelope:

Document Pages: 23

Signatures: 2

Envelope Originator:

Certificate Pages: 8

Initials: 0

Chandler CIP

AutoNav: Enabled

PO Box 4008

Envelopeld Stamping: Enabled

Chandler, 85244

Time Zone: (UTC-07:00) Arizona

chandlercip@chandleraz.gov

IP Address: 198.241.2.1

Record Tracking

Status: Original

Holder: Chandler CIP

Location: DocuSign

6/11/2025 | 05:42 PM

chandlercip@chandleraz.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Chandler

Location: Docusign

Signer Events

Signature

Timestamp

Salvador Encinas

sal.encinas@sdb.com

SR JOC PM

Security Level: Email, Account Authentication
(None)

Salvador Encinas

Signature Adoption: Pre-selected Style
Using IP Address: 208.44.182.114

Sent: 6/12/2025 | 08:39 AM

Viewed: 6/12/2025 | 08:42 AM

Signed: 6/12/2025 | 08:43 AM

Electronic Record and Signature Disclosure:

Accepted: 6/12/2025 | 08:42 AM

ID: 35b326a5-652a-46aa-a5d7-9702deceb78c

Daniel Haskins

daniel.haskins@chandleraz.gov

CIP City Engineer

Security Level: Email, Account Authentication
(None)

Daniel Haskins

Signature Adoption: Pre-selected Style
Using IP Address: 198.241.2.1

Sent: 6/12/2025 | 08:43 AM

Viewed: 6/12/2025 | 03:31 PM

Signed: 6/12/2025 | 03:32 PM

Electronic Record and Signature Disclosure:

Accepted: 6/12/2025 | 03:31 PM

ID: 07bf024b-cbf8-440d-83ba-0fad1bd16fe3

Daniel L 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

Signer Events	Signature	Timestamp
Dana DeLong Dana.DeLong@chandleraz.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/28/2021 01:03 PM ID: e796186e-c533-4a41-978c-34d69e29778a		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Michelle Reeder michelle.reeder@chandleraz.gov Procurement Senior Specialist City of Chandler Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/18/2025 10:55 AM ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509 Records Division		Sent: 6/12/2025 03:32 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
Brian Heaward brian.heaward@sdb.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/12/2025 08:09 AM ID: ea58ca63-fb50-49a3-b9bb-7c6afa169d81		VIEWED Sent: 6/11/2025 06:01 PM Viewed: 6/12/2025 08:09 AM Completed: 6/12/2025 08:39 AM
Using IP Address: 208.44.182.114		

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
Michelle Reeder michelle.reeder@chandleraz.gov Procurement Senior Specialist City of Chandler Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/18/2025 10:55 AM ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509		COPIED Sent: 6/11/2025 06:00 PM
Hafiz Noor Hafiz.Noor@chandleraz.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure:		COPIED Sent: 6/11/2025 06:00 PM Viewed: 6/12/2025 08:37 AM

Carbon Copy Events	Status	Timestamp
Accepted: 6/5/2025 10:52 AM ID: e3e75437-c682-4f27-9390-74d209de04cf		
Raymond Potts Raymond.Potts@chandleraz.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/7/2025 10:12 AM ID: ebb9cc7b-b8c5-406e-b2cc-8eb776ae036e	COPIED	Sent: 6/11/2025 06:00 PM
Sal Encinas Sal.Encinas@sdb.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/12/2025 08:42 AM ID: 35b326a5-652a-46aa-a5d7-9702deceb78c	COPIED	Sent: 6/11/2025 06:01 PM Viewed: 6/12/2025 04:30 AM
Michelle Reeder michelle.reeder@chandleraz.gov Procurement Senior Specialist City of Chandler Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/18/2025 10:55 AM ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509	COPIED	Sent: 6/12/2025 08:43 AM
Raymond Potts Raymond.Potts@chandleraz.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/7/2025 10:12 AM ID: ebb9cc7b-b8c5-406e-b2cc-8eb776ae036e	COPIED	Sent: 6/12/2025 03:32 PM
Hafiz Noor Hafiz.Noor@chandleraz.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/5/2025 10:52 AM ID: e3e75437-c682-4f27-9390-74d209de04cf	COPIED	Sent: 6/12/2025 03:32 PM Viewed: 6/12/2025 03:53 PM
Michelle Reeder michelle.reeder@chandleraz.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/18/2025 10:55 AM ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509		
Michelle Reeder michelle.reeder@chandleraz.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/18/2025 10:55 AM ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509		

Carbon Copy Events	Status	Timestamp
Bridgette Rhodehouse Bridgette.Rhodehouse@chandleraz.gov Jennifer Ekblad jennifer.ekblad@chandleraz.gov Dorothy Hernandez dorothy.hernandez@chandleraz.gov Vianka Enriquez Vianka.Enriquez@chandleraz.gov Signing Group: Records Division Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Michelle Reeder michelle.reeder@chandleraz.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/18/2025 10:55 AM ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509		
Donna Rygiel donna.rygiel@chandleraz.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/28/2025 11:23 AM ID: 40e41fec-eb0c-46d0-b3fc-d151223d8411		
Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sal Encinas Sal.Encinas@sdb.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Brian Heaward brian.heaward@sdb.com Security Level: Email, Account Authentication (None)		

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/11/2025 06:00 PM
Envelope Updated	Security Checked	6/12/2025 08:39 AM
Envelope Updated	Security Checked	6/12/2025 08:39 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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.