



AMENDMENT NO. 6 TO CONSULTANT SERVICES AGREEMENT

**Water System Upgrades Program
Project No. PW3-925-4631**

Council Date: October 16, 2025

THIS AMENDMENT NO. SIX ("Amendment No. 6") to the professional services agreement dated October 24, 2023 (the "Agreement") is made by and between the City of Chandler, an Arizona municipal corporation, ("City") and **Hazen and Sawyer, P.C., a New York professional corporation** ("Consultant"), on this ____ day of _____, 2025 ("Effective Date" by Clerk). (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

- A. The Parties entered into the Agreement for: **Consultant Services** ("Services") for the **Water System Upgrades Program** project.
- B. The Parties have determined that it is necessary and desirable for the Consultant to perform additional services for the City under the terms and conditions set forth in this Amendment No. 6 and the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual promises contained in the Agreement and this Amendment No. 6, the Parties agree to amend and modify the Agreement as follows.

SECTION I - CONSULTANT'S SERVICES

The Consultant's Services are modified as described in the Exhibit "A" attached to and made part of this amendment by reference.

SECTION II – PERIOD OF SERVICE

The Period of Service is extended by 60 calendar days for a total contract duration of 1024 calendar days.

SECTION III – PAYMENT OF COMPENSATION AND FEES

The Fees are increased by \$2,596,700 and will be payable in accordance with Exhibit B attached to and made part of this amendment by reference, for a revised total not to exceed \$15,648,335.

SECTION IV – CONFLICT AMONG DOCUMENTS

The Agreement, this amendment, and any previous amendments constitute the complete agreement between the Parties concerning the subject matter of the Agreement and replace any prior oral or written communications between the Parties. If a conflict or ambiguity arises between the Agreement and this amendment, the instrument in the following order prevails and controls: (1) this amendment; (2) any previous Amendments from most recent to oldest; and (3) the Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 6 to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Amendment No. 6.

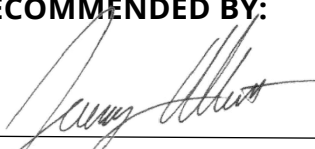
“CITY” CITY OF CHANDLER

**“CONSULTANT”
Hazen and Sawyer, P.C.**

MAYOR

Curtis Courter September 17, 2025
Signature Date

RECOMMENDED BY:



Jeremy Abbott
Public Works and Utilities Acting Director

Curtis Courter

Print Name
Vice President

Title
ccourter@hazenandsawyer.com

Signer Email Address

APPROVED AS TO FORM:

City Attorney 

ATTEST:

City Clerk Seal

Amendment No. 6 (cont.)
Project No. PW3-925-4631

These changes result in the following adjustments of Agreement amount and/or time:

Amendment authorized by Owner name: Jeremy Abbott		Date: 9/10/2025
Consultant email: ccourter@hazenandsawyer.com		
Original Agreement amount:	\$695,720	
Previous Amendment(s) total:	\$11,660,195	
Last Agreement amount approved by Council:	\$12,355,915	
This Amendment:	\$2,596,700	
This Amendment + previous Amendment(s) not approved by Council total:	\$2,782,170	
Revised Agreement total:	\$15,648,335	
Council Approval Required (yes indicates approval required)	Yes	No
Amendment(s) total over \$100,000:	☒	☐
Amendment(s) total causes Agreement to exceed \$100,000:	☒	☐
Agreement Time		
Agreement time prior to this Amendment (including previous amendments):	<u>964</u> Calendar Days	
Net change resulting from this Amendment:	<u>60</u> Calendar Days	
Revised Agreement time (including this Amendment):	<u>1,024</u> Calendar Days	
Council Approval (if applicable)		
Council Approval Date: <u>8/15/2025</u> Item No. 26		

cc: Project Manager, Consultant, Owner, File

EXHIBIT A SCOPE OF WORK

Project Background

The City of Chandler (City) has hired Hazen and Sawyer (Consultant) to serve as Program Manager for the Water System Upgrades Program. This Program consists of the planning, design, and construction phases.

During the planning phase, several improvement projects for the Pecos Surface Water Treatment Plant (SWTP) were identified and recommended for meeting the program objective to reliably operate the plant at 60 MGD capacity while also addressing the water quality challenges with respect to high total organic carbon in the finished water. The project team decided to move forward with the top 5 priority projects, listed below and described in the Strategic Execution Plan developed as part of the planning phase of the Program.

- **42.1 Filters 9-12 Rehab:** Design and construction of this project was completed in July 2025 as part of the Amendment 4 scope.
- **43.1 Post Filter GAC Contactors:** This project involves the construction of new concrete GAC contactors with a nominal capacity of 30 MGD, influent pump station, ancillary components, site improvements, yard piping connections, and a new electrical building.
- **86.1 Chlorine Dioxide:** A new Chlorine Dioxide facility will include, but not be limited to, chlorine dioxide generator equipment, storage tanks for necessary chemicals, ancillary mechanical equipment, electrical equipment, and a building to house the equipment. Site improvements and yard piping connections will be included.
- **65.1A EQ Pumps:** This project includes the replacement and improvement of the recycle pumps located within Equalization Basin Nos. 1 and 2 and related piping improvements.
- **75.1D Dewatering Building:** This project includes the preliminary and final design of a new dewatering facility, which includes mechanical dewatering equipment housed within a prefabricated building, ancillary mechanical equipment (e.g. feed pumps, polymer pumps, dry solids conveyance system), electrical equipment, HVAC, plumbing, and site and yard piping improvements and connections.

This project will utilize the Construction Manager at Risk (CMAR) delivery method. There are 3 Guaranteed Maximum Price (GMP) packages anticipated as shown in list below.

- GMP 1: Construction of 42.1 Filters 9-12 Rehab (complete)
- GMP 2: Pecos SWTP Long Lead & Early Works Package
 - Includes long lead equipment procurement as identified in Archer Western's 30% cost model.
 - Includes an early works drawing package for excavation and earthworks for 43.1 Post Filter GAC Contactors.

- GMP 3: Pecos SWTP Balance of Construction

The previous Amendment 4 scope covers design services through 100% design for GMP 3 and Program Management services, Permitting and Construction Management services through development of GMP 2 (October 2025). This Amendment 6 scope includes Program Management, Permitting, and CMAR Coordination services through the City council approval and Notice to Proceed (NTP) of GMP 3 (anticipated by July 2026) and Construction Management services for the construction of GMP 2. Program Management and CM services for GMP 3 construction will be included in a future amendment.

The Consultant will perform the following tasks as part of this scope:

- Task 1: Program Management (Through GMP 3 – Pecos SWTP Balance of Construction Approval)
- Task 2: Preliminary Design - *Not used – See Amendment 4.*
- Task 3: Detailed Design - *Not used – See Amendment 4.*
- Task 4: Permitting (Through GMP 3 – Pecos SWTP Balance of Construction Submission)
- Task 5: CMAR Coordination During Design (Through GMP 3 – Pecos SWTP Balance of Construction Submission)
- Task 6: GMP 2 – Pecos SWTP Long Lead & Early Works CM Services

1. Program Management (Through GMP3 NTP)

Consultant will perform Program Management tasks as outlined in the Water Program PW3-925-4631 Amendment 4 scope Task 1 leading up to GMP 3 NTP anticipated in July 2026. Service beyond July 2026 will be covered by future amendments.

2. Preliminary Design

Not used – See Amendment 4.

3. Detailed Design

Not used – See Amendment 4.

4. Permitting (Through GMP3 NTP)

Consultant will coordinate and submit documents to regulatory agencies to obtain the permits listed below.

- MCESD Approval to Construct (ATC) permit
- MCESD Approval of Construction (AOC) permit (will be included in future amendment for GMP 3 CM services)
- City of Chandler Development Services Building Permits
- City of Chandler Development Services Civil Plan Review & Pre-Technical Review

Pre-application meetings and coordination were completed as part of Amendment 4.

4.1 MCESD Permit

Consultant will prepare and submit an application for Approval to Construct (ATC) for review and approval. Consultant will coordinate with Agency to address comments to receive ATC. Up to 2 rounds of comment responses are assumed.

Hazen will pay for the MCESD ATC/AOC fee. An allowance is included for ATC/AOC fees in Amendment 4.

The 90% design drawings will be submitted for ATC. ATC is not required for the Pecos SWTP early works package as part of GMP 2.

4.2 Chandler Development Services

Consultant will prepare draft permit applications, and permit packages, and will submit to City for review, approval, and signing applications. Anticipated submittals are as follows:

- Civil Plan Review – Pecos SWTP Early works package
- Civil Plan Review – Agency Review Submittal (90% package – Pecos SWTP Balance of Construction)
- Building Permit Review – Agency Review Submittal (90% package – Pecos SWTP Balance of Construction)

As part of the Pecos SWTP Early Works Package, Hazen will prepare a drainage report to describe drainage elements relevant to only GMP 2 construction and excavation work. A separate, final drainage report will be submitted with the Balance of Construction package describing drainage for the completed project. City is responsible for all fees and cost associated with Chandler Development Services permit applications, review, and final permits.

5. CMAR Coordination During Design (Through GMP3 NTP)

CMAR services for the Consultant included in this scope are for services from October 2025 to July 2026 when construction of items in GMP 2 will be completed, and NTP is issued for GMP 3.

5.1 Monthly Invoice and Progress Report Review

Acting as the City's project manager, Consultant will review monthly invoices and progress reports from the CMAR and process those invoices for payment using the City's standard processes. Assumes monthly invoices and progress reports through July 2026.

5.2 Cost Model Reviews

Consultant will review and provide comments on CMAR cost models at the milestones noted below. Cost models to include construction cost estimate and schedule. Effort for cost models prior to 60% was included in the previous project scope (Amendment 4).

- 60% Cost Model Review
- 90% Cost Model Review

5.3 GMP Reviews

Consultant will review the Guaranteed Maximum Price (GMPs) prepared by the CMAR as listed below. Effort for prior GMP reviews (GMP1 and GMP2) was included in the previous project scope (Amendment 4).

- GMP 3: Pecos SWTP Balance of Construction

Consultant will provide comments and attend one comment resolution meeting for each GMP.

5.4 Detailed Project Schedule

Review preconstruction deliverable schedule, preliminary construction schedule and phasing plan for the project.

5.5 Design Coordination and Meetings

Collaboration meetings between the Designer and CMAR will be held as needed, and may include:

- Value Engineering review meetings
- Construction document rolling reviews
- GMP review/negotiation meetings
- Utility Coordination Meetings

Design reviews will include input from CMAR on constructability, procurement and schedule impacts of design.

It is assumed that CMAR coordination meetings may be held biweekly through June 2026 (GMP 3 submission) in hybrid or virtual format and will be 1 hour in length. Any changes identified during Designer/CMAR meetings will be brought to the City for review in either a meeting or email format.

5.5.1 Maintenance of Plant Operations (MOPOs) Assistance

The Maintenance of Plant Operations (MOPO) is a plan or series of plans that describe how to maintain operation of existing facilities during construction and start-up of new facilities. Consultant coordinated with the CMAR to identify a draft MOPO list during preliminary design as part of Amendment 4.

Based on the draft MOPO list developed from preliminary design, up to 25 MOPOs are anticipated for review and incorporation into the design documents. Consultant will coordinate with CMAR on MOPO development, which includes the following activities:

- Assist CMAR in developing draft MOPOs with input from the City's operation and maintenance staff, including MOPO durations, constraints and shared responsibilities.
- Consider possible impacts to the design from the draft MOPOs
- Identify opportunities for conducting MOPO activities during the winter low flow periods
- Incorporate MOPO requirements into the drawings and specifications
- Participate in a site walk-through with CMAR and the City's operation and maintenance staff.
- Review MOPOs prepared by the CMAR and incorporate in the specifications.

6. GMP 2 (Pecos SWTP Long Lead and Early Works Package) CM Services

Consultant will provide Construction Management Services for GMP 2: Pecos SWTP Long Lead and Early Works Package, and installation of new GAC media in Filters 1-4 in Spring 2025.

6.1 Pre-Construction Assistance

6.1.1 Pre-construction Assistance

These services are covered under Task 5.

6.2 Construction Management

6.2.1 Weekly Construction Meetings

Consultant must conduct weekly construction meetings. Each meeting includes agenda and minutes; Request for Information (RFI); Shop Drawing; Field Directive (FD); Material Certification; and Allowance Logs. Consultant assumes 30 weekly meetings will be held.

6.2.2 CPM Schedule

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

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

6.2.3 Requests for Information (RFI)

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

6.2.4 Submittals

Consultant will review, evaluate, and respond to Contractor shop drawing submittals and prepare and maintain a submittal log of all shop drawing submittals. Consultant assumes 30 shop drawing submittals, including re-submittals.

6.2.5 Requests for Proposal (RFP)

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

6.2.6 Field Directive (FD)

Consultant will prepare Field Directive (FD) documents detailing requested additional work tasks; review and evaluate Contractor FD responses with approval recommendations; and prepare and maintain a submittal log list of all FDs. Consultant assumes a maximum of three FDs.

6.2.7 Contractor Payment Applications

Consultant will review and evaluate Contractor monthly payment applications and make recommendations for payment; maintain a weekly record of constructed pay quantities and compile monthly totals; and coordinate payment application with the City quantity report and the inspectors' daily logs. Consultant assumes seven payment applications, with one draft and one final review for each.

6.3 Construction Inspection

6.3.1 Inspection Services

Consultant will provide weekly construction inspection to verify materials and installations conform to construction documents; prepare inspection reports at each visit documenting Contractor construction activities and progress during field inspection visits; and perform special inspections with reports as required. Consultant assumes 5 visits per week for 8 hours each for up to 6 months for a fulltime inspector plus time for a field engineer and special inspections.

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

6.3.2 Project Closeout

Project closeout tasks will be included with GMP 3 CM services scope in a future amendment.

6.4 Testing And Startup

6.4.1 Equipment Testing and Facility Startup

This task will be included with GMP 3 CM services scope in a future amendment.

6.5 Record Drawings

6.5.1 Record Drawings

Consultant will review and monitor Contractor's weekly updates on red-line drawing set.

Consultant will coordinate the Contractor's submittal of construction red lines of drawings, specifications and other record documents in preparation for finalizing record drawings and will transmit these to the Owner. The Consultant will meet with the Contractor to discuss the preparation and submittal of record drawings. Provide resident engineer stamp/certification on record drawings cover sheet. Ensure all required signatures on the cover sheet.

Preparation and delivery of final record drawings by the Consultant for the City will be included with GMP 3 CM services scope in a future scope amendment.

6.6 Assumptions, Clarifications, and Exclusions

- Application fees for City reviews and permits will be paid by City.
- The Owner's Allowance will only be utilized with prior written approval from the City representative.

7. Other Direct Costs (ODC)

This task is for expenses related to the project, such as travel and shipping.

8. Allowances

8.1 Owner's Allowance

Owner's allowance for any changes to scope. Consultant will request written authorization from the City to utilize the funds. The associated scope will be included in the authorization request.

8.2

Not used – See Amendment 4.

8.3 Geotechnical Allowance

Allowance for any additional services required from the geotechnical subconsultant, including but not limited to additional testing, responding to RFIs or design clarifications.

Appendix A: Schedule

Schedule Summary with Key Milestones (Program Management & Pecos SWTP)

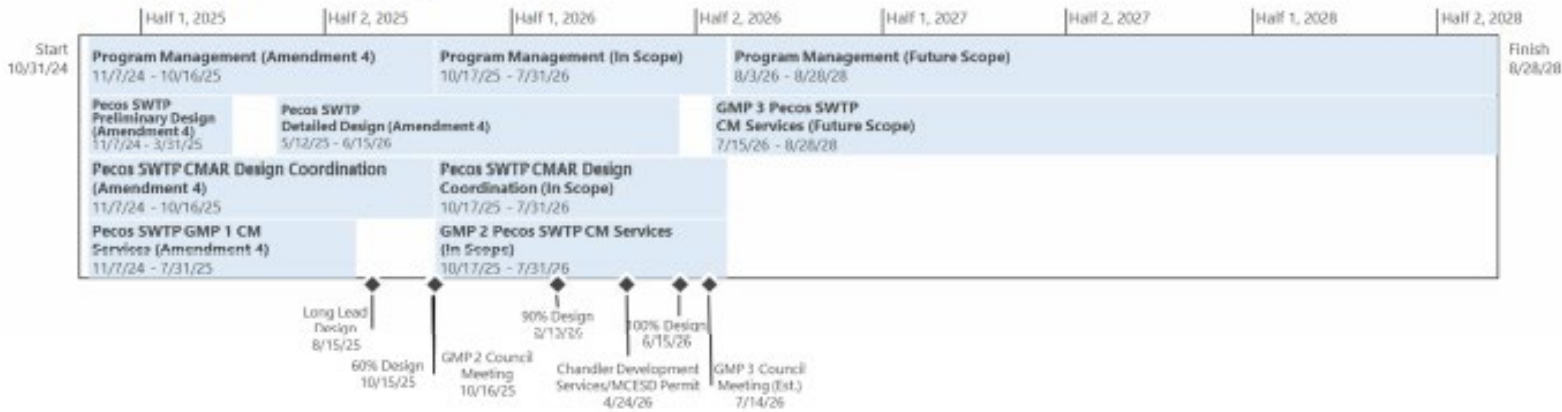


EXHIBIT B FEE SCHEDULE

Lump Sum Cost Per Task

<u>TASK DESCRIPTION</u>		<u>SUBTOTAL</u>
Task 1 Program Management (Through July 2026)		\$ 1,073,600.00
Management thru GMP 3 NTP	\$ 1,073,600.00	
Task 2 - Not Used		
Task 3 - Not Used		
Task 4 Permitting (thru GMP2 and 3 NTP)		\$ 51,220.00
4.1 MCESD Permit	\$ 8,220.00	
4.2.1 Chandler Development Services Permit -GMP 2	\$ 21,100.00	
4.2.2 Chandler Development Services Permit -GMP 3	\$ 21,900.00	
Task 5 CMAR Coordination During Design (thru GMP3 NTI)		\$ 596,400.00
5.1 CMAR Management	\$ 59,700.00	
5.2 Cost Model Reviews	\$ 135,600.00	
5.3 GMP Reviews	\$ 34,000.00	
5.4 Schedule Reviews	\$ 59,700.00	
5.5 Coordination Meetings	\$ 307,400.00	
Task 6 GMP2 CM Services		\$ 815,480.00
6.1 Preconstruction Assistance	\$ -	
6.2 Construction Management	\$ 209,200.00	
6.3 Construction Inspection	\$ 606,280.00	
6.4 Testing and Start Up	\$ -	
6.5 Record Drawings	\$ -	
Task 7 Other Direct Costs (ODC)		\$ 30,000.00
Task 8 Allowances		\$ 30,000.00
TOTAL COST:		\$ 2,596,700.00

Client: City of Chandler
Project: Water System Program - Amendment #6
Date: 9/8/2025

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Certificate Of Completion

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EDMS Application: CC-AGRMTS

Source Envelope:

Document Pages: 15

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Christina Pryor

AutoNav: Enabled

PO Box 4008

Envelopeld Stamping: Enabled

Chandler, 85244

Time Zone: (UTC-07:00) Arizona

Christina.Pryor@chandleraz.gov

IP Address: 198.241.2.1

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Signature

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Curtis Courter

ccourter@hazenandsawyer.com

Vice President

Security Level: Email, Account Authentication
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Records Division

Signing Group: Records Division

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jeremy Abbott

jeremy.abbott@chandleraz.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 8/18/2025 | 08:44 AM

ID: 7b2d83a0-4890-49ce-b49b-9eea97945eb9

Daniel Brown

Daniel.Brown@chandleraz.gov

Security Level: Email, Account Authentication
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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:

Signer Events	Signature	Timestamp
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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
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Records Division		Sent: 9/17/2025 05:20 PM
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Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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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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.